



AGENDA

BOARD OF DIRECTORS MEETING
 Wednesday, January 27, 2021 2pm
 ELECTRONIC MEETING

Directors: Don Weaver (President), Mike Zelenak (Vice President), Mark Kelley (Secretary), Donna Coon (Treasurer), Charlie Sieck (Assistant Secretary), Randy Howard (Assistant Treasurer), Christine Gallegos, Bev Lawless, Mark McIntosh, Dale Sprinkle, Sandra Thornton, Gail Vanderhoof, Scott Somers (CEO non-voting)

Agenda Topic	Director	Exhibit	Action
1. Call to Order / Quorum	Weaver		
2. Adopt Agenda	Weaver	X	X
3. Consent Calendar	Weaver	X	X
A. Minutes December 16, 2020			
B. Minutes December 29, 2020			
C. November 2020 Financial Statements			
D. Record Date for 2021 Election			
4. Unfinished Business			
A. Amended and Restated Bylaws	Zelenak	X	X
5. New Business			
A. Architecture and Engineering Services for Canoa Hills Clubhouse	Howard	X	X
B. Meditation Club	Gallegos	X	X
C. President – Removal from Office	Sieck		X
6. Committee Reports			
A. Board Affairs	Gallegos		
B. Fiscal Affairs	Coon		
C. Investments	Lawless		
D. Nominations & Elections	McIntosh		
E. Planning & Evaluation	Howard		
F. Policy Governance	Coon		
7. GVR Foundation Update	Lathrop		
8. Member Comments			
9. Adjournment			X

**In accordance with GVR Bylaws, all meetings of the Board at which official business of The Corporation is transacted, with the exception of meetings limited to personnel and/or legal matters, shall be open to all members of The Corporation. An executive session "placeholder" is added to each Regular Meeting Board agenda should the Board have personnel and/or legal matters to address. Meetings shall be governed by Roberts Rules of Order unless otherwise determined by the Board of Directors.*



A regular meeting of the GREEN VALLEY RECREATION, INC. BOARD OF DIRECTORS was held Wednesday, December 16, 2020 by teleconference. The President being in the chair and the Assistant Secretary being present.

Directors Present by Remote: Don Weaver (President), Mike Zelenak (Vice President), Donna Coon (Treasurer), Mark Kelley (Assistant Secretary), Randy Howard (Assistant Treasurer), Christine Gallegos, Bev Lawless, Mark McIntosh, Charles Sieck, Dale Sprinkle, Sandra Thornton, Gail Vanderhoof, Jen Morningstar (Interim CEO) (non-voting)

Visitors: 33

1. Call to Order/Roll Call/Establish Quorum

President Weaver called the meeting to order at 2:00pm MST. Roll was called by Assistant Secretary Kelley and a quorum was established. President Weaver welcomed new Director, Dale Sprinkle to the Board.

2. Adopt Agenda

**MOTION: B. Lawless/2nd. Adopt Agenda as presented.
Passed: unanimously**

3. Consent Calendar

MOTION: M. McIntosh/2nd. Approve Consent Calendar as amended.

A. October 28, 2020 Minutes

B. November 13, 2020 Special Meeting Minutes (Remove Attachment 2.)

C. October 2020 Financial Statements

Passed: Yes – 11; Abstain – 1 (Sprinkle)

4. New Business

A. Election of Officer – Secretary

1) Nomination

a. Kelley – will run

b. Lawless – will not run

2) Election

Kelley – unopposed

Election of Officer – Assistant Secretary

1) Nomination

a. Thornton – will not run

b. Lawless – will not run

c. McIntosh – will not run

d. Coon – will not run

e. Sprinkle – will not run

f. Gallegos – will not run

g. Sieck – will run

2) Election

a. Sieck – unopposed

B. Appoint Policy Governance Chair

MOTION: D. Weaver/2nd. Appoint Donna Coon as Chair of Policy Governance Ad Hoc Committee.

Passed: Yes – 8; No – 4 (Gallegos, Lawless, McIntosh, Zelenak)

C. Communications – M. Kelley

Director Kelley reviewed the emails received from members for November and December to date. Discussion followed.

MOTION: M. Kelley/2nd. Ask that the Board of Directors acknowledge the violation of the Code of Conduct with respect to the article published in the Green Valley News which disclosed CEO candidate names.

**Motion Failed: Yes – 6; (Kelley, Sieck, Thornton, Sprinkle, Vanderhoof, Weaver)
No – 6**

D. Resource Sharing Agreement GVR/GVR Foundation

President Weaver presented the Resource Sharing Agreement Between GVR and the GVR Foundation. Following discussion, it was decided that the agreement should go to GVR's attorney, Wendy Ehrlich, for review. President Weaver will contact her in this regard. The agreement will be brought back to the table at the January meeting.

General Consensus - Tabled until January meeting.

E. Discussion – 2020 Annual Meeting

Discussion was held in regard to whether or not the Annual Meeting for 2020, which was never held because of the pandemic, needs to be held. All requirements of the Annual Meeting were carried out in Board meetings earlier this year. It was decided to notify the members of this decision via Eblast.

MOTION: C. Sieck/2nd. Do not have an Annual Meeting for 2020 and look forward to having one at the normal time in 2021.

Passed: unanimously

F. Statutory Agent

MOTION: C. Sieck/2nd. Scott Somers, incoming CEO, shall be listed as Statutory Agent for GVR.

Passed: unanimously

5. Committee Reports

A. Board Affairs – Committee Chair C. Gallegos

i. Amended and Restated Bylaws

Recommendation: GVR Board of Directors approve placing the Amended and Restated Bylaws of Green Valley Recreation, Inc. on the 2021 ballot.

Discussion followed. It was determined that the Board needs to look at this more closely.

MOTION: C. Gallegos/2nd. Withdraw recommendation from consideration and table to a special Board of Directors meeting.

Passed: Yes – 11; No – 1 (Gallegos)

Director M. Zelanak, Chair of Bylaws BA Subcommittee, requested that any questions Directors have regarding the revised bylaws be forwarded to him as soon as possible for referral to GVR attorney, Wendy Ehrlich, for her review.

ii. Proposed Bylaws Amendments for 2021 Ballot

Recommendation: Board Affairs Committee recommends the Board of Directors approve the following separate Bylaws Amendments on the 2021 Ballot to the Amended and Restated Bylaws of Green Valley Recreation, Inc.:

Article 8. Officers and Chief Executive Officer

8.6 Signing of Checks

Replace the second sentence with the following: Any check in an amount of less than \$2,500.00 shall be signed by the Chief Executive Officer in conformance with procedures as shall be set forth in the Corporate Policy Manual.

Article 9. Committees

9.4 Subcommittees

Add the following second sentence: Subcommittee members shall be appointed by the parent committee chair in consultation with the subcommittee chair.

General consensus - Withdrawn and tabled to a special Board of Directors meeting.

iii. Corporate Policy Manual Revision – Advertising

Recommendation: Board Affairs Committee recommends the Board of Directors amend the Corporate Policy Manual (CPM) as follows:

CORPORATE POLICY MANUAL

APPENDIX I – BOARD POLICIES

SUBSECTION 5. GVR ADVERTISING & SPONSORSHIP POLICY

E. DIRECTORS

A company or other for-profit entity in which a GVR Director has a financial interest is prohibited from participating in the Advertising and Sponsorship Program.

MOTION: C. Gallegos/2nd. Accept recommendation from Board Affairs Committee regarding Corporate Policy Manual Revision – Advertising as presented.

Passed: Yes – 11; No - 1 (Kelley)

iv. Corporate Policy Manual Revision – Committees

Recommendation: Board Affairs Committee recommends the Board of Directors amend the Corporate Policy Manual (CPM) as follows:

CORPORATE POLICY MANUAL

Section VI. BOARD/BOARD COMMITTEES

Subsection 4. BOARD COMMITTEES' DUTIES AND RESPONSIBILITIES

B. Committees of the Board of Directors

*8. Directors may attend **any** GVR committee meetings, whether open or closed, **except those of an ad hoc or special committee, the nature of which involves addressing sensitive***

information as determined by the Board. To attend a meeting from a remote site, a request shall be made by email to the committee chairperson at least three business days prior to the meeting. Directors will be provided with all materials otherwise provided to committee members.

MOTION: C. Gallegos/2nd. Accept recommendation from Board Affairs Committee regarding Corporate Policy Manual (CPM) Revision – Committees as presented. Motion Failed: Yes – 6 (Coon, Gallegos, Lawless, McIntosh, Weaver, Zelenak); No – 6

B. Fiscal Affairs – Committee Chair D. Coon

Committee Chair D. Coon reported on the work of the committee. President Weaver thanked the committee for their effort and Committee Chair Coon thanked the GVR Finance Department for their great work.

C. Planning & Evaluation – Committee Chair R. Howard

Committee Chair R. Howard posted a PowerPoint on the Canoa Hills Clubhouse purchase and renovation for the Board's review. It was felt that this PowerPoint wasn't enough information and C. Sieck recommended creating a video presentation to explain in more detail before posting for membership to review.

D. Investments – Committee Chair B. Lawless

Committee Chair B. Lawless reported on the work of the committee. She extended thanks to the GVR Financial Department and to committee member Dave Gamrath, for his excellent interpretive report on the portfolios every month.

E. Nominations & Elections – Committee Chair M. McIntosh

Committee Chair M. McIntosh reported on the work of the committee. Plans are in process for forums and ways to get the candidates to the membership. They will begin work on BOD candidate videos in early January. Interim CEO J. Morningstar reported that there are seven candidates and she has received brief bios from each of them.

6. GVR Foundation

GVR Foundation, Jim Counter, gave a brief report on the Foundation's work to date. They are realizing difficulty raising funds due to the pandemic and are working on various ideas to improve funding. They need to be able to contact members and are looking for more direct ways. C. Sieck pledged \$5,000 to the Foundation for the MAP Program. President Weaver stated that the relationship between GVR and the Foundation is very appreciated and thanks them for their hard work. Interim CEO J. Morningstar said that President Weaver's address in the upcoming Eblast will be directed toward this subject.

A. Clubhouse Parking Lot Lease Negotiation

MOTION: D. Weaver/2nd. Form a subcommittee consisting of M. Zelenak, D. Coon, D. Weaver, R. Howard, J. Morningstar, and S. Somers to work on negotiations for the Canoa Hills parking lot lease.

Discussion followed. It was determined that, until the Resource Sharing Agreement between GVR and the GVR Foundation (tabled previously at this meeting) is approved, lease negotiations cannot move forward. R. Howard suggested tabling this item.

**MOTION: R. Howard/2nd. Table this motion until the Resource Sharing Agreement is finalized and approved.
Passed: unanimously**

M. Zelenak requested that the Agenda be amended at this point to include the following:

**MOTION: M. Zelenak/2nd. Amend the Agenda to add discussion on how to conduct Investigation Ad Hoc Committee meetings to keep committee members anonymous. (2/3rds vote required for approval)
Motion Failed: Yes – 7; No – 5 (Kelley, Sieck, Sprinkle, Thornton, Vanderhoof)**

7. Member Comments – reviewed during meeting

8. Adjournment

**MOTION: M. Zelenak/2nd. Adjourn the meeting at 4:13pm MST.
Passed: unanimously**

DRAFT



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

A special meeting of the GREEN VALLEY RECREATION, INC. BOARD OF DIRECTORS was held Tuesday, December 29, 2020 by teleconference. The President being in the chair and the Secretary being present.

Directors Present by Remote: Don Weaver (President), Mike Zelenak (Vice President), Donna Coon (Treasurer), Mark Kelley (Secretary), Randy Howard (Assistant Treasurer), Charlie Sieck (Assistant Secretary), Christine Gallegos, Mark McIntosh, Dale Sprinkle, Sandra Thornton, Gail Vanderhoof, Jen Morningstar (Interim CEO) (non-voting)

Directors Absent: Bev Lawless

Guest: GVR Attorney Wendy Ehrlich

Visitors: 40

1. Call to Order/ Establish Quorum

President Weaver called the meeting to order at 2:00pm MST. Roll was called by Secretary Kelley and a quorum was established.

2. Adopt Agenda

MOTION: D. Weaver/2nd. Approve agenda as amended. Move item 3D to Executive Session following this meeting.

Passed: Yes – 6; No – 5 (Kelley, Sieck, Sprinkle, Thornton, Vanderhoof)

3. New Business

A. Proposed Bylaws Restatement – M. Zelenak

MOTION: M. McIntosh/2nd. Table proposed Bylaws Restatement review to a work session in the near future.

Attorney Wendy Ehrlich reviewed some of the questions Director Zelenak received from Board members in response to the request he made at the last Board meeting. Some arrived late and will be reviewed during the work session to be scheduled.

Passed: Yes – 9; No – 2 (Kelley, Vanderhoof)

B. Clubhouse Purchase History – R. Howard

Director Howard presented a revised edition of the Canoa Hills Clubhouse (CHCH) Renovation Report PowerPoint which he presented at the last Board meeting. He asked for any edits or comments from the Board. Discussion followed. Member comments were reviewed.

MOTION: R. Howard/2nd. Approve the Canoa Hills Clubhouse Renovation Report PowerPoint for distribution to the membership.

Failed: Yes – 3 (Coon, Howard, Weaver); No – 8

President Weaver asked Interim CEO Morningstar to report on the CHCH purchase process. A verbal report was presented.

MOTION: D. Weaver/2nd. Request Interim CEO Morningstar post her report on the Canoa Hills Clubhouse purchase for the membership.

Passed: unanimously

C. Discussion: Investigation Committee – M. Zelenak

Director Zelenak gave an overview of the proposed mission of the Investigation Ad Hoc Committee and spoke to the confidentiality he felt was essential. Discussion followed.

MOTION: M. Kelley/2nd. Dismiss the Investigation Committee.

Passed: Yes – 8; No – 3 (McIntosh, Weaver, Zelenak)

D. Discussion: Director Correspondence with Insurance Broker

This item was tabled to Executive Session following this meeting.

4. Member Comments – reviewed during meeting

A tentative date for the work session to review the Proposed Bylaws Restatement was set for Friday, January 8, 2021 at 12:00 noon and to include Attorney Wendy Ehrlich.

5. Adjournment

MOTION: M. Zelenak/2nd. Adjourn meeting at 3:49pm MST.

Passed: Yes – 10; No – 1 (Vanderhoof)



Green Valley Recreation, Inc.

CONSOLIDATED FINANCIAL STATEMENTS

The accompanying pages are the Financial Reports for November 30, 2020. The four

Statement of Financial Position.

This is also known as a Balance Sheet or the Statement of Net Assets.

Statement of Activities

Also known as an Income and Expense statement. This report shows the types of Income, the categories of expense and the unrealized Investment Market changes for the year to date. The bottom line in this report is the net for all the reserve accounts maintained by GVR.

Statement of Changes in Net Assets

This report displays the financial activity of the four reserves that make up the Net Assets of Green Valley Recreation. These reserves are:

Unrestricted - These net assets include the Fixed Assets (land, buildings and equipment), undesignated current assets less the current liabilities and deferred revenue items.

Emergency - Designated by the Board of Directors, this reserve is held to provide liquidity when needed for operational emergencies.

Maint - Repair - Replacement - designated by the Board of Directors, this reserve is the accumulation of assets in support of the Reserve Study which is mandated for Common Interest Realty Associations like Green Valley Recreation. Annual amounts are budgeted and transferred into this reserve for the purposes of the name of this reserve.

Initiatives - This reserve is designated by the Board of Directors to help with the funding for new programs that evolve from member interests and demands. Innovation in programming enables GVR to respond to member expectations.

Investment Portfolios

This report displays the market values of investments at the beginning of the year, the dollar amounts of changes that occurred from January 1st to the date of the financial statements. The unrealized gain or loss on market value changes is shown on a separate line to result in the market value of investments as of the reporting month end. The investments related to each of the Reserves (Unrestricted and Designated) are included in separate columns.



Green Valley Recreation, Inc. Statement of Financial Position

As of Date: November 30, 2020 and Dec 31, 2019

	November 30, 2020		Dec 31, 2019	
	Total		Total	
ASSETS				
Current Assets				
Cash/Cash Equivalents	552,253		2,505,270	
Accounts Receivable	252,838		221,922	
Prepaid Expenses	297,002		313,753	
Unamortized Deferred Compensation	215,385		-	
Designated Investments (Charles S./SBH)				
Emergency - Fund	960,688	(1)	880,329	(16)
MRR - Fund	7,775,456	(2)	7,055,756	(16)
Initiatives - Fund	1,111,334	(3)	2,500,602	(17)
Total Designated Investments (CS/SBK)	9,847,478	(4)	10,436,687	(18)
Undesignated Invest. (JP Morgan)	3,104,456	(5)	3,274,640	(19)
Investments	12,951,934		13,711,327	
Total Current Assets	14,269,412		16,752,273	
Fixed Assets				
Contributed Fixed Assets	18,017,085		17,593,785	
Purchased fixed Assets	23,327,302		21,995,051	
Sub-Total	41,344,387		39,588,836	
Less - Accumulated Depreciation	(23,448,355)		(21,918,638)	
Net Fixed Assets	17,896,032		17,670,198	
Total Assets	32,165,444		34,422,471	
LIABILITIES				
Current Liabilities				
Accounts Payable	421,413		494,370	
Deferred Dues & Fees	563,435		4,331,532	
Deferred Programs	4,793		285,935	
Compensation Liability	215,385		-	
Total Current Liabilities	1,205,026		5,111,837	
TOTAL NET ASSETS	30,960,417		29,310,635	
NET ASSETS				
Temporarily Designated:				
Board Designated:				
Emergency	960,688	(9)	880,329	(23)
Maint - Repair - Replacement	7,775,456	(10)	7,055,756	(24)
Initiatives	1,111,334	(11)	2,500,602	(25)
Sub-Total	9,847,478	(12)	10,436,687	
Unrestricted Net Assets	19,463,157		18,873,948	
Net change Year-to-Date	1,649,783		-	
Unrestricted Net Assets	21,112,940		18,873,948	
TOTAL NET ASSETS	30,960,417		29,310,635	



Green Valley Recreation, Inc. Summary Statement of Activities

YTD Period: 11 month period ending November 30, 2020

FY Budget Period: Jan 1, 2020 - Dec 31, 2020

	PRIOR YEAR COMPARISON				BUDGET COMPARISON				Fiscal Year Budget	Remaining FY Budget
	2019 YTD Actual	2020 YTD Actual	Year to Year Variance	%	YTD Actual	YTD Budget	YTD Variance	%		
Revenue										
Member Dues	6,153,493	6,184,067	30,574	0%	6,184,067	6,157,365	26,703	0%	6,717,125	533,058
LC, Trans., Crd Fees.	694,165	553,326	(140,840)	(20%)	553,326	549,829	3,496	1%	618,000	64,674
Capital Revenue	2,180,358	2,263,553	83,195	4%	2,263,553	2,366,087	(102,534)	(4%)	2,535,200	271,647
Programs	211,551	123,476	(88,075)	(42%)	123,476	288,081	(164,605)	(57%)	336,000	212,524
Instructional	388,063	252,928	(133,136)	(34%)	252,928	429,489	(176,562)	(41%)	460,000	207,072
Recreational Revenue	597,614	376,403	(221,211)	(37%)	376,403	717,570	(341,167)	(48%)	796,000	419,597
Investment Income	276,722	251,627	(25,095)	(9%)	251,627	317,181	(65,554)	(21%)	377,651	126,024
Advertising Income	124,124	118,536	(5,587)	(5%)	118,536	105,694	12,843	12%	110,000	(8,536)
Cell Tower Lease Inc.	34,965	37,612	2,647	8%	37,612	32,837	4,775	15%	36,000	(1,612)
Comm. Revenue	159,088	156,148	(2,940)	(2%)	156,148	138,530	17,618	13%	146,000	(10,148)
Other Income	89,616	46,685	(42,931)	(48%)	46,685	100,316	(53,631)	(53%)	100,500	53,815
Facility Rent	62,910	28,427	(34,483)	(55%)	28,427	97,838	(69,411)	(71%)	100,000	71,573
Marketing Events	-	-	-	0%	-	3,000	(3,000)	(100%)	3,000	3,000
In-Kind Contributions	-	63,913	63,913	0%	63,913	-	63,913	0%	-	(63,913)
Other Revenue	152,526	139,025	(13,501)	(9%)	139,025	201,154	(62,129)	(31%)	203,500	64,475
Total Revenue	10,213,968	9,924,149	(289,819)	(3%)	9,924,149	10,447,717	(523,568)	(5%)	11,393,476	1,469,327
Expenses										
Major Proj.-Rep. & Maint.	572,897	266,972	305,925	53%	266,972	230,705	(36,268)	(16%)	265,148	(1,824)
Facility Maintenance	154,051	341,319	(187,268)	(122%)	341,319	645,502	304,183	47%	704,554	363,235
Fees & Assessments	36,664	3,610	33,054	90%	3,610	78,665	75,055	95%	78,716	75,106
Utilities	785,786	616,531	169,255	22%	616,531	799,634	183,102	23%	892,031	275,500
Depreciation	1,497,223	1,529,717	(32,495)	(2%)	1,529,717	1,701,775	172,058	10%	1,869,644	339,927
Furniture & Equipment	239,050	156,349	82,701	35%	156,349	187,720	31,370	17%	264,764	108,415
Vehicles	63,224	53,543	9,681	15%	53,543	69,454	15,911	23%	73,624	20,081
Facilities & Equipment	3,348,895	2,968,041	380,853	11%	2,968,041	3,713,454	745,412	20%	4,148,481	1,180,439
Wages, Benfts., PR Exp.	4,271,828	4,235,780	36,049	1%	4,235,780	4,261,403	25,624	1%	4,616,520	380,741
Conferences & Training	37,868	26,328	11,540	30%	26,328	67,645	41,317	61%	88,000	61,672
Personnel	4,309,696	4,262,108	47,588	1%	4,262,108	4,329,049	66,941	2%	4,704,520	442,413
Food & Catering	31,333	21,242	10,091	32%	21,242	42,093	20,851	50%	45,031	23,789
Recreation Contracts	516,720	342,237	174,482	34%	342,237	618,967	276,730	45%	632,750	290,513
Bank & Credit Card Fees	82,868	69,140	13,728	17%	69,140	93,383	24,244	26%	96,146	27,006
Program	630,920	432,619	198,301	31%	432,619	754,444	321,825	43%	773,927	341,308
Communications	87,438	99,355	(11,917)	(14%)	99,355	94,825	(4,531)	(5%)	104,149	4,794
Printing	70,161	64,414	5,746	8%	64,414	75,894	11,480	15%	94,497	30,083
Advertising	-	630	(630)	0%	630	5,000	4,370	87%	5,000	4,370
Communications	157,599	164,400	(6,800)	(4%)	164,400	175,719	11,319	6%	203,646	39,247
Supplies	240,786	166,838	73,948	31%	166,838	303,166	136,329	45%	344,127	177,289
Postage	15,679	13,749	1,930	12%	13,749	12,586	(1,164)	(9%)	18,500	4,751
Dues & Subscriptions	12,271	8,114	4,157	34%	8,114	7,833	(281)	(4%)	8,102	(12)
Travel & Entertainment	6,866	7,746	(880)	(13%)	7,746	16,531	8,785	53%	16,580	8,834
Other Operating Expense	84,386	244,756	(160,370)	(190%)	244,756	156,197	(88,559)	(57%)	178,260	(66,496)
Operations	359,988	441,203	(81,215)	(23%)	441,203	496,313	55,111	11%	565,568	124,366
Information Technology	62,963	67,921	(4,958)	(8%)	67,921	108,675	40,754	38%	114,900	46,979
Professional Fees	269,367	162,681	106,686	40%	162,681	259,973	97,292	37%	311,749	149,068
Commercial Insurance	268,466	279,048	(10,582)	(4%)	279,048	270,624	(8,424)	(3%)	280,000	952
Taxes	20,367	11,575	8,792	43%	11,575	18,000	6,425	36%	18,000	6,425
Provision for Bad Debt	31,925	-	31,925	100%	-	22,000	22,000	100%	24,000	24,000
Corporate Expenses	653,087	521,225	131,862	20%	521,225	679,271	158,047	23%	748,649	227,424
Expenses	9,460,185	8,789,595	670,590	7%	8,789,595	10,148,250	1,358,655	13%	11,144,791	2,355,196
Gross surplus(Rev-Exp)	753,783	1,134,554	380,771	51%	1,134,554	299,467	835,087	279%	248,685	(885,869)
Net Gain/Loss on Invest.	666,117	515,229	(150,888)		515,229	-	515,229		-	(515,229)
Net from Operations	1,419,900	1,649,783	229,883	16%	1,649,783	299,467	1,350,315	451%	248,685	(1,401,098)



Green Valley Recreation, Inc.
Statement of Changes in Net Assets
 As of Date: November 30, 2020 and Dec 31, 2019

	Totals	Unrestricted		Emergency Reserve Fund	Maint - Repair - Replacement Reserve Fund	Initiatives Reserve Fund
		Unrestricted	Fixed Assets			
Net change in net assets-GVR	1,649,783 (13)	1,649,783	-	-	-	-
Transfers between unrestricted and reserves:						
Reserve Study Allocation	-	-	-	-	-	-
Principal Transfers	-	(1,464,739)	-	-	1,005,942	458,797
Depreciation	-	1,529,717	(1,529,717)	-	-	-
Purchase & Contributed Fixed Assets	-	(422,723)	1,755,551	-	(392,472)	(940,356)
Withdrawals	-	1,563,813	-	(15,000)	(542,029)	(1,006,784)
Allocations of Net Change components:						
Investment income	-	(225,182)	-	10,985	170,384	43,814
Investment Expenses	-	65,265	-	(4,552)	(47,418)	(13,295)
Net Gains (Losses) in Investments	-	(682,775)	-	88,925	525,294	68,555
Repairs and replacements	-	-	-	-	-	-
Net Change to November 30, 2020	1,649,783 (13)	2,013,158	225,834	80,359	719,701	(1,389,269)
Net Assets at, Dec 31, 2019	29,310,635 (22)	1,203,749	17,670,198 (21)	880,329 (23)	7,055,756 (24)	2,500,602 (25)
Net Assets as at, November 30, 2020	30,960,417 (8)	3,216,908	17,896,032 (7)	960,688 (9)	7,775,456 (10)	1,111,334 (11)
		21,112,940 (14)		9,847,478 (12)		

Footnotes refer to Statement of Financial Position and Statement of Activities



Green Valley Recreation, Inc.
Investment Portfolios
Changes and Market Values
Beginning of Year and Current Month End

	Totals	Unrestricted	Emergency Reserve Fund	Maint - Repair - Replace Reserve Fund	Initiatives Reserve Fund
Balance Dec 31, 2019 (at Market)	13,711,327 (20)	3,274,640 (19)	880,329 (15)	7,055,756 (18)	2,500,602 (17)
Changes since Jan 1, 2019:					
Principal additions	3,457,046	1,992,307	-	1,005,942	458,797
Investment income	265,887	40,705	10,985	170,384	43,814
Withdrawals	(4,932,291)	(2,035,650)	(15,000)	(934,501)	(1,947,140)
Investment Expenses	(65,265)	-	(4,552)	(47,418)	(13,295)
Net Change for 11 Months	(1,274,622)	(2,638)	(8,567)	194,406	(1,457,824)
Balance before Market Change at November 30, 2020	12,436,705	3,272,002	871,762	7,250,162	1,042,778
11 Months Net Change in Investments Gain/(Loss)	515,229 (26)	(167,546)	88,925	525,294	68,555
Balance at November 30, 2020 (at Market)	\$ 12,951,934 (6)	3,104,456 (5)	960,687.91 (1)	7,775,456 (2)	1,111,334 (3)
				9,847,478 (12)	

Footnotes refer to Statement of Financial Position and Statement of Activities



Green Valley Recreation, Inc.

EXHIBIT

Prepared By: Jen Morningstar

Meeting Date: January 27, 2021

Presented By: Jen Morningstar

Consent Agenda: Yes

Originating Committee / Department: Administration
Action Requested: Approve Record Date for 2021 Election
Strategic Plan Goal: n/a
Background Justification: A record date determines the roster of members in good standing who are eligible to vote in the annual election. The record date for GVR's annual election shall be no more than thirty (30) days prior to the election. The 2021 election is February 19-March 26.
Fiscal Impact: n/a
Board Options: Approve or Disapprove record date of 4pm January 27, 2021
Staff Recommendation: Approve record date as presented
Recommended Motion: Approve record date
Attachments:

EXHIBIT A

**Amended and Restated Bylaws of
Green Valley Recreation, Inc.**

**ARTICLE 1
DEFINITIONS**

- 1.1 Additional Card Holder.** "Additional Card Holder" is an individual who shares a common household with a GVR Member.
- 1.2 Assigned Member.** "Assigned Member" is an individual who has been assigned the right to use GVR's facilities, vote and serve on the Board pursuant to Article 3, Section 3.3(A).
- 1.3 Board.** "Board" shall mean the board of directors of Green Valley Recreation, Inc., an Arizona nonprofit corporation.
- 1.4 Commercial Residential Care Facility (CRCF); CRCF Resident.** "Commercial Residential Care Facility" or "CRCF" shall mean a commercial property within The Corporation's jurisdictional boundaries that leases residential units and/or provides its residents with care-related services. A CRCF Resident is an individual residing in a CRCF.
- 1.5 Corporate Policy Manual.** The "Corporate Policy Manual" is the document containing the rules, policies and procedures of The Corporation as established by the Board.
- 1.6 Corporation or GVR.** "The Corporation" or "GVR" shall mean and refer to Green Valley Recreation, Inc., an Arizona nonprofit corporation.
- 1.7 Guest.** "Guest" is a temporary visitor of a GVR Member, CRCF Resident, Life Care Member or Tenant who lives more than twenty (20) miles outside The Corporation's jurisdictional boundaries who may use GVR's recreational facilities upon payment of such a fee as established by the Board.
- 1.8 GVR Member; GVR Membership.** "GVR Member" shall mean and refer to an Owner or Assigned Member. "GVR Membership" shall mean and refer to all Owners and Assigned Members, collectively.
- 1.9 GVR Property.** "GVR Property" shall mean and refer to real property within The Corporation's Jurisdictional Boundaries as set forth in Article 3, Section 3.1.

1.10 Life Care Member. "Life Care Member" is a former GVR Member who resides in a residential care facility in the greater Green Valley area and has been extended privileges to use GVR's recreational facilities by the Board.

1.11 Master Deed Restriction. "Master Deed Restriction" shall mean the Green Valley Recreation, Inc. Amended Master Deed Restriction recorded in Docket 11371 at page 2595 of the official records of Pima County, Arizona.

1.12 Owner. "Owner" is the record holder of legal title to the fee interest of a GVR Property, including each person who has legal title of a GVR Property in joint tenancy, tenancy in common, or as community property. When a GVR Property is held in a trust, the trustee is the Owner unless otherwise stated in the trust.

1.13 Tenant. "Tenant" shall mean an individual leasing a GVR Property who is assigned the right to use GVR's facilities pursuant to Article 3, Section 3.3(B).

ARTICLE 2 BUSINESS AND JURISDICTION OF THE CORPORATION

2.1 Business of The Corporation. The Corporation shall provide recreational, cultural and educational programs for the enjoyment of GVR Members and their Guests. The Corporation shall purchase, lease, own and maintain recreational facilities in support of the programs stated above.

2.2 Jurisdiction of The Corporation. The jurisdiction of The Corporation shall include the real property designated within the Corporate Boundary Document kept on file at the office of The Corporation.

2.3 Expansion of Jurisdiction. Real property that is not within The Corporation's jurisdiction may be brought within the jurisdiction of The Corporation with the approval of a majority of those GVR Members voting on the matter. Any such expansion of The Corporation's boundaries shall be certified by the President or Secretary and entered into the Corporate Boundary Document.

2.4 New Housing Developments. Any expansion of The Corporation's jurisdictional boundaries for new subdivision development pursuant to Section 2.2 above shall conform to the following criteria: (a) The developer of the subdivision shall agree to place a restriction in the subdivision's covenants, conditions and restrictions requiring perpetual membership in The Corporation for each property.

(b) The developer of the subdivision shall place an “age restriction” with regard to familial status exemptions as outlined by Housing and Urban Development (HUD).

(c) Each developer must give guaranty through financial assurances that it will make contributions to GVR in terms of front-end cash or donation of land and contribution of recreational and social facilities to be built and dedicated to GVR free of encumbrances, whichever serves the best interest of the GVR Membership as determined by the Board. Both cash contributions and donations of land and improvements shall be based, at a minimum, upon the grand total of GVR fees charged in connection with potential homes in each development. In the case of the donation of land and improvements, adequate security shall first be furnished to GVR in the form of a letter of credit, certificate of deposit, bond, or other commercially reasonable and adequate security.

(d) The Board shall negotiate on behalf of the GVR Membership with respect to the new development and bind each developer with independent contracts.

(e) Each new development must be adjacent/contiguous to the existing GVR boundaries at the time of entry.

ARTICLE 3 MEMBERSHIP AND USE OF FACILITIES

3.1 GVR Property. A GVR Property is any of the following:

(a) Residential real estate located within The Corporation's jurisdiction against which a voluntary deed restriction agreement has been recorded requiring perpetual membership in GVR;

(b) Residential real estate located within a subdivision that requires membership in GVR by virtue of recorded covenants, conditions and restrictions; or

(c) Commercial residential property within The Corporation's jurisdiction ("CRCF").

3.2 Membership Rights. Subject to the provisions of Section 3.5 of this Article III, an Owner shall be entitled to all of the rights of membership in The Corporation which shall include the right to use GVR's facilities, vote in GVR Membership matters, and serve on the Board.

3.3 Assignment of Membership Rights. Upon payment of a fee established by the Board, an Owner may do either of the following:

A. Surrender the right to use GVR's facilities, vote in GVR Membership matters, and serve on the Board and assign such rights to an individual who occupies his/her GVR Property without payment of rent ("Assigned Member"); or

B. Surrender the right to use GVR's facilities and assign such right to an individual who leases his/her GVR Property ("Tenant").

3.4 Use of Recreational Facilities. GVR Members, CRCF residents, Tenants, Additional Card Holders, Life Care Members and Guests may use GVR's recreational facilities subject to the then current rules and regulations established by the Board.

3.5 Suspension of Rights.

A. The right of an individual to use GVR's recreational facilities may be suspended for any infraction of these Amended and Restated Bylaws, policies, and/or rules and regulations of The Corporation in conformance with procedures adopted by the Board. The suspension of an individual's right to use GVR's facilities shall not affect such individual's obligation to pay dues or any other amounts owed to GVR during the period of suspension.

B. The right of a GVR Member to use GVR facilities, vote in GVR Membership matters, and be nominated in an election of directors shall be suspended during any period in which such GVR member is delinquent in the payment of dues, fees, or special assessments.

3.6 Membership Responsibility. It shall be the duty of each GVR Member to keep The Corporation advised of his/her current mailing address.

**ARTICLE 4
MEMBERSHIP FEES AND DUES**

4.1 Fees. GVR Members shall be required to pay admission fees, transfer fees, and such administrative fees as established by the Board.

4.2 Dues. Annual dues shall be levied against each GVR Property each calendar year in such amounts as determined by the Board; provided, however, that annual dues shall be prorated for the year in which a GVR Property is acquired by an Owner. In establishing the amount of the annual dues, the Board shall be guided by the expense of operating The Corporation and a reasonable reserve for capital replacements with the objective of operating the facilities on a self-sustaining basis. On or before December 10th of each year, the Board shall announce the schedule of dues and the operating and capital budgets for the next calendar year.

4.3 Special Assessments. The Board may levy a special assessment against each GVR Property; provided, however, that such assessment is approved by a majority of GVR Members voting on the matter.

4.4. Delinquencies. Annual dues, fees or special assessments that remain unpaid more than thirty (30) days after their due date shall be subject to a late fee as determined by the Board. All attorney's fees and costs incurred by The Corporation in collecting dues, fees or special

assessments shall be the personal obligation of the delinquent Owner and a charge upon such Owner's GVR Property pursuant to the Master Deed Restriction.

ARTICLE 5 MEMBERSHIP MEETINGS AND VOTING

5.1 Annual Meeting. The annual meeting of The Corporation shall be held within ninety days (90) after the end of the fiscal year and shall include a report of The Corporation's most recent financial audit.

5.2 Special Meetings. Special meetings of The Corporation may be called at any time by either the President, a majority of directors, or upon a petition signed by GVR Members representing at least ten percent (10%) of GVR Properties. Special Meetings called as a result of a petition shall be held within ninety days (90) of delivery of same upon The Corporation.

5.3 Notice of Meetings. Written notice of the date, time and place of the annual meeting or any special meeting shall be given to each eligible GVR Member no less than thirty (30) days nor more than sixty (60) days prior to the meeting, and in the case of a special meeting, the notice shall set forth the nature of the business to be transacted.

5.4 Record Date. The record date for determining a GVR Member's eligibility to vote in any matter shall be thirty (30) days prior to the first day that votes may be cast in such matter.

5.5 Voting Rights. GVR Members who are eligible to vote may cast one (1) vote in any matter put to a vote of the GVR Membership; provided, however, there shall be no more than one (1) vote cast for each GVR Property. The vote for each GVR Property must be cast as a unit and fractional votes shall not be permitted. If a vote is cast on behalf of a GVR Property, it will thereafter be conclusively presumed for all purposes that the individual casting such vote was acting with the authority and consent of all co-owners of such GVR Property. In the event that more than one (1) vote is cast for a particular GVR Property, none of the votes shall be counted and all of the votes for such GVR Property shall be deemed void.

5.6 Voting Procedure; Quorum Requirement. All action by GVR Members shall be taken by written ballot in conformance with the procedures and requirements set forth in A.R.S. §10-3708. Except as otherwise specified in these Amended and Restated Bylaws, the quorum requirement for a vote on any matter shall be ballots cast by GVR Members representing ten percent (10%) of the total eligible votes in The Corporation.

ARTICLE 6 BOARD OF DIRECTORS

6.1 Number of Directors; Qualifications. The Board shall consist of twelve (12) directors who shall be GVR Members residing within the jurisdiction of The Corporation, and the chief executive officer who shall serve as an ex-officio, non-voting member of the Board.

6.2 Term of Directors. The term of a director elected by the GVR Membership shall be three (3) years. The terms of directors shall be staggered such that each year, the term of four (4) directors shall expire. No Director may serve more than two (2) consecutive terms, with any part of a term served as an appointed director constituting a term for this purpose. A former director may be re-elected after one (1) or more years' absence from the Board.

6.3 Nomination of Directors.

A. By Committee. The Nominations & Elections Committee shall compile a list of eligible GVR Members who are qualified to serve on the Board and have submitted a candidate application. The slate of candidates shall be made available to the GVR Membership at least ninety (90) days before the annual meeting.

B. By GVR Members. Additional nominations may be made by a nomination petition delivered to The Corporation no less than sixty (60) days before the annual meeting and which contains the signed consent of the nominee and the signatures of eligible GVR Members representing not less than two-hundred (200) GVR Properties. The names of nominees submitted through such a petition shall be added to the slate of candidates compiled by the Nominations and Elections Committee.

6.4 Vacancies. Any vacancy on the Board created by the resignation, removal, or death of a director, shall be filled by the unsuccessful candidate of the last election, who received the greatest number of votes and is qualified and willing to serve. If none of said unsuccessful candidates is qualified and willing to serve, a majority of the remaining directors shall appoint a director to serve for the unexpired term of his/her predecessor.

6.5 Compensation; GVR Employment. Directors shall not receive compensation for their services on the Board but may be reimbursed by The Corporation for authorized expenses and disbursements made on its behalf. Directors and members of their immediate families may not provide services to The Corporation in exchange for financial compensation except for ancillary services related to instruction or the arts.

6.6 Powers. In addition to exercising all the powers of The Corporation as set forth in A.R.S. §10-3302 and GVR's Amended and Restated Articles of Incorporation, the Board shall have the authority to do the following:

(1) Adopt rules and regulations governing the use of GVR's facilities and the personal conduct of all persons thereon which shall be published in the Corporate Policy Manual.

(2) Adopt policies and procedures in order to carry out the provisions of these Amended and Restated Bylaws which shall be published in the Corporate Policy Manual.

(3) Declare a vacancy on the Board should any director miss three (3) regularly scheduled Board meetings in any twelve-month period without good cause.

6.7 Limitations on Powers.

A. The following actions shall require the prior approval of a majority of GVR Members voting on the matter:

(1) A contract requiring an annual payment that exceeds ten percent (10%) of the annual budgets for that fiscal year; provided, however, that a vote on any such matter shall have a quorum requirement of twenty percent (20%); or

(2) A change in services which would result in either an increase or decrease of five percent (5%) or more of the current operating budget; provided, however, that increases in services relating to new facilities provided by and at the expense of a developer or funded by existing reserves intended for such purposes shall not require the approval of GVR members.

B. The following actions shall require the approval of a majority of directors in office:

(1) Appointing and removing the chief executive officer and fixing his/her compensation;

(2) Establishing the amount of admission fees, dues, and special assessments;
or

(3) Adopting operating and capital budgets, which shall include a contribution to reserves.

**ARTICLE 7
BOARD MEETINGS**

7.1 Regular Meetings. Regular meetings of the Board shall be held at least four (4) times per fiscal year and shall be fixed on a schedule determined by the Board and published to the GVR Membership.

7.2 Special Meetings. Special meetings of the Board may be called by the President, the Vice President, or at the request of any two (2) directors.

7.3 Notice of Meetings.

A. Regular Meetings. Regular meetings of the Board may be held without additional notice to directors or GVR Members.

B. **Special Meetings.** Written notice of the date, time and place of a special meeting shall be provided to each director at least two days prior to the meeting and if any portion of the meeting is to be open to GVR Members, such notice shall also be provided electronically to the GVR Membership.

C. **Waiver of Notice.** A director may waive any notice in writing before or after the date and time stated in the notice. A director's attendance at or participation in a meeting waives any required notice to the director of the meeting unless the director at the beginning of the meeting or promptly on the director's arrival at the meeting objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

7.4 Quorum. The presence, in person, by video conference, or by telephone conference, of a majority of the number of directors in office shall constitute a quorum for the transaction of business at a meeting. Except as otherwise specified in these Amended and Restated Bylaws, the vote of a majority of directors present at any meeting at which a quorum is present shall be the act of the Board.

7.5 Open Meetings. Meetings of the Board at which official business of The Corporation is transacted shall be open to GVR Members; provided, however, that the Board, at the discretion of the President, may hold a meeting or any portion thereof in executive session to address any of the following:

- (1) Personnel matters; or
- (2) Legal matters.

7.6 Conduct of Meetings. Roberts Rules of Order shall prevail unless otherwise determined by the Board.

ARTICLE 8 OFFICERS AND CHIEF EXECUTIVE OFFICER

8.1 Enumeration of Officers. The officers of The Corporation shall be the President, Vice President, Secretary, Treasurer, Assistant Secretary and Assistant Treasurer, the sequence of which determines their seniority.

8.2 Election and Term. Within thirty (30) days after the annual meeting of the GVR Membership, the officers shall be elected from among the directors by a majority vote of the Board and each such officer shall serve, at the pleasure of the Board, for a term of one (1) year or until the successor is elected.

8.3 Resignation and Removal; Vacancies. An officer may resign at any time by delivering notice to The Corporation and an officer may be removed from office by the Board at any time,

with or without cause. An officer elected by the Board to fill a vacancy caused by resignation, removal or death shall serve for the unexpired term of his/her predecessor.

8.4 Duties of Officers.

A. President. The President shall preside at all meetings of the Board and at meetings of the GVR Membership and shall carry out all orders and resolutions of the Board and shall sign all formal written instruments such as notes, leases, mortgages, deeds, and contracts other than recurring operational contracts which the Board by appropriate resolution has exempted from this requirement. Contracts signed by the President shall receive prior legal review and Board approval. In the absence of the President, the Vice President shall perform all the duties of the President. Should the Vice President also be absent, the duties of the President shall be performed by the most senior officer present and when so acting, shall have all the powers of the President.

B. Vice President. The Vice President shall carry out duties as assigned by the President. In the absence of the President, the Vice President shall perform the duties of the President and, when so acting, shall have all the powers of the President.

C. Secretary. The Secretary shall ensure that minutes are kept of meetings of the GVR Membership and the Board. The Secretary shall cause to be given all notices in accordance with provisions of these Amended and Restated Bylaws or as required by law. The Secretary shall see that all records of The Corporation are properly kept and preserved and that the names and addresses of all GVR members are on file in the office of The Corporation. In the absence of the Secretary, the Assistant Secretary shall perform all the duties of the Secretary.

D. Treasurer. The Treasurer shall exercise an oversight role of the financial affairs of The Corporation to ensure that financial records are kept in accordance with generally accepted accounting standards. The Treasurer shall ensure that timely, accurate financial statements are presented to the Board and that the financial records of The Corporation are audited. In the absence of the Treasurer, the Assistant Treasurer shall perform all the duties of the Treasurer.

8.5 Chief Executive Officer. The chief executive officer shall be accountable to the Board and shall serve as the chief operating officer of The Corporation responsible for the management of the day-to-day operations of GVR. The chief executive officer shall work cooperatively with the Board to ensure that GVR's policies are carried out effectively without exceeding the limits of authority delegated by the Board and shall ensure that operations are in conformance with these Amended and Restated Bylaws and the CPM.

8.6 Signing of Checks. Any check in the amount of \$2,500.00 or more shall be signed by two (2) officers of The Corporation or by one (1) officer and the chief executive officer. Any check in an amount of less than \$2,500.00 may be signed by the CEO with the stipulation that a log is kept reflecting the two (2) department heads that reviewed the checks prior to its execution. Month-

end statements shall be reviewed by two (2) officers of The Corporation as soon as practicable after their completion.

ARTICLE 9 COMMITTEES

9.1 Standing Committees. The Board shall establish the following committees which shall make policy recommendations to the Board, and have such duties as set forth in the Corporate Policy Manual:

- (1) Board Affairs;
- (2) Fiscal Affairs;
- (3) Nominations & Elections;
- (4) Planning and Evaluation;
- (5) Audit; and
- (6) Investment.

9.2 Special Committees. The President may establish special or ad hoc committees to assume specific, short-term responsibilities. The duties and responsibilities of such committees shall be approved by the Board.

9.3 Composition of Committees.

A. Chairperson. The chairperson of each committee shall be a director selected by the President subject to Board approval; provided, however, that the chairperson of the Audit Committee shall not be an officer of The Corporation or a member of the Fiscal Affairs Committee.

B. Members. Committee members shall be selected by the chairperson of the committee from among GVR Members and operations staff. The President shall be an ex-officio member of all committees except the Nominations & Elections and Audit Committees.

9.4 Subcommittees. Except for the Nominations & Elections and Audit Committees, each committee shall have the power to establish subcommittees and may delegate to such subcommittees any of its duties and powers.

9.5 Meetings. Meetings of committees and subcommittees shall be open to GVR Members at the discretion of each committee or subcommittee.

ARTICLE X MISCELLANEOUS

10.1 Amendments.

A. Proposed by GVR Members. Amendments to these Amended and Restated Bylaws may be proposed by a petition containing the signatures of GVR Members representing at least ten percent (10%) of the total eligible votes in The Corporation submitted to the Secretary no less than sixty (60) days before the Annual or Special Meeting. Amendments proposed by GVR members shall be submitted to a vote of the GVR Membership within sixty (60) days of submission of such a petition.

B. Proposed by Board. The Board may propose amendments to these Amended and Restated Bylaws with the approval of two-thirds (2/3) of the directors in office.

C. Approval of Amendments. Any amendment to these Amended and Restated Bylaws shall be approved by GVR Members representing a majority of the total eligible votes in The Corporation or two-thirds (2/3) of those GVR Members voting on the matter, whichever is less.

10.2 GVR Clubs. Any group of GVR Members interested in pursuing a particular field of interest may join together for the purpose of pursuing such interest and may request that the Board grant them status as a GVR club. The Board shall establish **the following: (i)** policies and procedures for creating and revoking club status; and **(ii)** the rules and regulations governing the operation of GVR clubs.

10.3 Fiscal Year. The fiscal year and GVR Membership year of The Corporation shall be January 1 through December 31.

10.4 Annual Audit. The financial records of The Corporation shall be audited following the close of each fiscal year by an independent auditing firm.

10.5 Records. The books, records and papers of The Corporation shall be available to GVR Members for inspection and copying pursuant to the provisions of A.R.S. §§10-11602 and 10-11603.

10.6 Conflict. In the event of any conflict between these Amended and Restated Bylaws and GVR's Amended and Restated Articles of Incorporation, or between these Amended and Restated Bylaws and the Arizona Nonprofit Corporation Act (A.R.S. §10-3101, *et seq.*), the latter of the two shall control. In the event of any conflict between these Amended and Restated Bylaws and the Corporate Policy Manual, the former shall control.

10.7 Topical Headings. The topical headings of the paragraphs contained in these Amended and Restated Bylaws are for convenience only and do not define, limit or construe the content of the paragraphs or of this document.

This annotated document includes notes and cross-references to current Bylaw provisions (in brackets at the end of each provision where applicable) which appear in red. A copy of the proposed Amended and Restated Bylaws without annotations is available on GVR's website. The Arizona Revised Statutes referenced in this document by the letters "A.R.S." are in the Arizona Nonprofit Corporation Act which is available online at: <https://www.azleg.gov/arsDetail/?title=10>. If the Amended and Restated Bylaws are approved by GVR members, a table of contents will be added.

**Amended and Restated Bylaws of
Green Valley Recreation, Inc.**

**ARTICLE 1
DEFINITIONS**

- 1.1 Additional Card Holder.** "Additional Card Holder" is an individual who shares a common household with a GVR Member. [Art. II, Sec. 3(A)]

- 1.2 Assigned Member.** "Assigned Member" is an individual who has been assigned the right to use GVR's facilities, vote and serve on the Board pursuant to Article 3, Section 3.3(A). [Art. II, Sec. 3(B)]

- 1.3 Board.** "Board" shall mean the board of directors of Green Valley Recreation, Inc., an Arizona nonprofit corporation.

- 1.4 Commercial Residential Care Facility (CRCF); CRCF Resident.** "Commercial Residential Care Facility" or "CRCF" shall mean a commercial property within The Corporation's jurisdictional boundaries that leases residential units and/or provides its residents with care-related services. A CRCF Resident is an individual residing in a CRCF. [Art. II, Sec. 3(D) and (E)]

- 1.5 Corporate Policy Manual.** The "Corporate Policy Manual" is the document containing the rules, policies and procedures of The Corporation as established by the Board. [Art. XII, Sect. 1]

- 1.6 Corporation or GVR.** "The Corporation" or "GVR" shall mean and refer to Green Valley Recreation, Inc., an Arizona nonprofit corporation.

- 1.7 Guest.** "Guest" is a temporary visitor of a GVR Member, CRCF Resident, Life Care Member or Tenant who lives more than twenty (20) miles outside The Corporation's jurisdictional boundaries who may use GVR's recreational facilities upon payment of such a fee as established by the Board. [Art. II, Sec. 3(F) and Art. II, Sec. 4(A)(3)]

- 1.8 GVR Member; GVR Membership.** "GVR Member" shall mean and refer to an Owner or Assigned Member. "GVR Membership" shall mean and refer to all Owners and Assigned Members, collectively.

1.9 GVR Property. "GVR Property" shall mean and refer to real property within The Corporation's Jurisdictional Boundaries as set forth in Article 3, Section 3.1. [Art. II, Sec. 1]

1.10 Life Care Member. "Life Care Member" is a former GVR Member who resides in a residential care facility in the greater Green Valley area and has been extended privileges to use GVR's recreational facilities by the Board. [Art. II, Sec. 3(I) and Art. II, Sec. 4(B)]

1.11 Master Deed Restriction. "Master Deed Restriction" shall mean the Green Valley Recreation, Inc. Amended Master Deed Restriction recorded in Docket 11371 at page 2595 of the official records of Pima County, Arizona.

1.12 Owner. "Owner" is the record holder of legal title to the fee interest of a GVR Property, including each person who has legal title of a GVR Property in joint tenancy, tenancy in common, or as community property. When a GVR Property is held in a trust, the trustee is the Owner unless otherwise stated in the trust. [Art. II, Sec. 2(A)]

1.13 Tenant. "Tenant" shall mean an individual leasing a GVR Property who is assigned the right to use GVR's facilities pursuant to Article 3, Section 3.3(B). [Art. II, Sec. 3(C)]

This first Article provides definitions for all of the capitalized terms used in the document. A new term, "Owner," has been added to distinguish between individuals who are members by virtue of their ownership of a GVR property, as opposed to Assigned Members. The term "GVR Member" includes both Owners and Assigned Members.

Article I, Section 1 of the current Bylaws has been removed as it is addressed in the Amended and Restated Articles of Incorporation. Article 1, Sections 4 (GVR Clubs) and 7 (Fiscal Year) of the current Bylaws have been moved to Article X (Miscellaneous). Sections 5 and 6 of the current Bylaws (addressing the jurisdiction of GVR) are now in Article 2.

ARTICLE 2 BUSINESS AND JURISDICTION OF THE CORPORATION

2.1 Business of The Corporation. The Corporation shall provide recreational, cultural and educational programs for the enjoyment of GVR Members and their Guests. The Corporation shall purchase, lease, own and maintain recreational facilities in support of the programs stated above. [Art. I, Sec. 2]

2.2 Jurisdiction of The Corporation. The jurisdiction of The Corporation shall include the real property designated within the Corporate Boundary Document kept on file at the office of The Corporation. [Art. I, Sec. 5(A)]

2.3 Expansion of Jurisdiction. Real property that is not within The Corporation's jurisdiction may be brought within the jurisdiction of The Corporation with the approval of a majority of those GVR Members voting on the matter. Any such expansion of The Corporation's boundaries shall be certified by the President or Secretary and entered into the Corporate Boundary Document. [Art. I, Sec. 5(B)]

2.4 New Housing Developments. Any expansion of The Corporation's jurisdictional boundaries for new subdivision development pursuant to Section 2.2 above shall conform to the following criteria:

(a) The developer of the subdivision shall agree to place a restriction in the subdivision's covenants, conditions and restrictions requiring perpetual membership in The Corporation for each property.

(b) The developer of the subdivision shall place an "age restriction" with regard to familial status exemptions as outlined by Housing and Urban Development (HUD).

(c) Each developer must give guaranty through financial assurances that it will make contributions to GVR in terms of front-end cash or donation of land and contribution of recreational and social facilities to be built and dedicated to GVR free of encumbrances, whichever serves the best interest of the GVR Membership as determined by the Board. Both cash contributions and donations of land and improvements shall be based, at a minimum, upon the grand total of GVR fees charged in connection with potential homes in each development. In the case of the donation of land and improvements, adequate security shall first be furnished to GVR in the form of a letter of credit, certificate of deposit, bond, or other commercially reasonable and adequate security.

(d) The Board shall negotiate on behalf of the GVR Membership with respect to the new development and bind each developer with independent contracts.

(e) Each new development must be adjacent/contiguous to the existing GVR boundaries at the time of entry.

[Art. I, Sec. 6]

ARTICLE 3 MEMBERSHIP AND USE OF FACILITIES

3.1 GVR Property. A GVR Property is any of the following:

(a) Residential real estate located within The Corporation's jurisdiction against which a voluntary deed restriction agreement has been recorded requiring perpetual membership in GVR;

(b) Residential real estate located within a subdivision that requires membership in GVR by virtue of recorded covenants, conditions and restrictions; or

(c) Commercial residential property within The Corporation's jurisdiction ("CRCF").
[Art. II, Sec. 1]

3.2 Membership Rights. Subject to the provisions of Section 3.5 of this Article III, an Owner shall be entitled to all of the rights of membership in The Corporation which shall include the right to use GVR's facilities, vote in GVR Membership matters, and serve on the Board.

3.3 Assignment of Membership Rights. Upon payment of a fee established by the Board, an Owner may do either of the following:

A. Surrender the right to use GVR's facilities, vote in GVR Membership matters, and serve on the Board and assign such rights to an individual who occupies his/her GVR Property without payment of rent ("Assigned Member"); or

B. Surrender the right to use GVR's facilities and assign such right to an individual who leases his/her GVR Property ("Tenant").

[Art. II, Sec. 2(B) and Sec. 6(D)]

3.4 Use of Recreational Facilities. GVR Members, CRCF residents, Tenants, Additional Card Holders, Life Care Members and Guests may use GVR's recreational facilities subject to the then current rules and regulations established by the Board. [Art. II, Sec. 4(A) and (B)]

3.5 Suspension of Rights.

A. The right of an individual to use GVR's recreational facilities may be suspended for any infraction of these Amended and Restated Bylaws, policies, and/or rules and regulations of The Corporation in conformance with procedures adopted by the Board. The suspension of an individual's right to use GVR's facilities shall not affect such individual's obligation to pay dues or any other amounts owed to GVR during the period of suspension. [Art. II, Sec. 5]

B. The right of a GVR Member to use GVR facilities, vote in GVR Membership matters, and be nominated in an election of directors shall be suspended during any period in which such GVR Member is delinquent in the payment of dues, fees, or special assessments. [Art. II, Sec. 7(B)]

3.6 Membership Responsibility. It shall be the duty of each GVR Member to keep The Corporation advised of his/her current mailing address. [Art. II, Sec. 6(B)]

ARTICLE 4
MEMBERSHIP FEES AND DUES

4.1 Fees. GVR Members shall be required to pay admission fees, transfer fees, and such administrative fees as established by the Board. [Art. II, Sec. 7(A) and Article III]. The specific types of fees that have been approved by the Board are set forth in the CPM and fall within these three categories: admission fees are Initial Fees and Property Acquisition Capital Fees; transfer fees are the fees charged for resale of GVR Properties; and administrative fees are guest fees, tenant fees, etc.

4.2 Dues. Annual dues shall be levied against each GVR Property each calendar year in such amounts as determined by the Board; provided, however, that annual dues shall be prorated for the year in which a GVR Property is acquired by an Owner. In establishing the amount of the annual dues, the Board shall be guided by the expense of operating The Corporation and a reasonable reserve for capital replacements with the objective of operating the facilities on a self-sustaining basis. On or before December 10th of each year, the Board shall announce the schedule of dues and the operating and capital budgets for the next calendar year. [Art. III, Sec. 1, 2 and 4]. The word “facilities” has been changed to “The Corporation” in the second sentence for clarification purposes.

4.3 Special Assessments. The Board may levy a special assessment against each GVR Property; provided, however, that such assessment is approved by a majority of GVR Members voting on the matter. [Art. III, Sec. 5]

4.4. Delinquencies. Annual dues, fees or special assessments that remain unpaid more than thirty (30) days after their due date shall be subject to a late fee as determined by the Board. All attorney's fees and costs incurred by The Corporation in collecting dues, fees or special assessments shall be the personal obligation of the delinquent Owner and a charge upon such Owner's GVR Property pursuant to the Master Deed Restriction. This provision was added to address the penalties for late payment of dues, fees and assessments addressed in the Master Deed Restriction recorded against all GVR Properties.

ARTICLE 5
MEMBERSHIP MEETINGS AND VOTING

5.1 Annual Meeting. The annual meeting of The Corporation shall be held within ninety days (90) after the end of the fiscal year and shall include a report of The Corporation's most recent financial audit. [Art. IX, Sec. 1]

5.2 Special Meetings. Special meetings of The Corporation may be called at any time by either the President, a majority of directors, or upon a petition signed by GVR Members representing at least ten percent (10%) of GVR Properties. Special Meetings called as a result of a petition shall be held within ninety days (90) of delivery of same upon The Corporation. [Art. IX, Sec. 2 and Art. VI, Sec. 1(A)]

5.3 Notice of Meetings. Written notice of the date, time and place of the annual meeting or any special meeting shall be given to each eligible GVR Member no less than thirty (30) days nor more than sixty (60) days prior to the meeting, and in the case of a special meeting, the notice shall set forth the nature of the business to be transacted. [Art. IX, Sec. 3]. The maximum notice of 60 days was added to meet the requirements of A.R.S. 10-3705(A).

5.4 Record Date. The record date for determining a GVR Member's eligibility to vote in any matter shall be thirty (30) days prior to the first day that votes may be cast in such matter. A record date is the date upon which members must be current in the payment of their dues, fees and assessments in order to qualify for notice of the annual meeting and to vote. This provision was added (as permitted under A.R.S. §10-3707) so that the Board will not have to fix a record date each year.

5.5 Voting Rights. GVR Members who are eligible to vote may cast one (1) vote in any matter put to a vote of the GVR Membership; provided, however, there shall be no more than one (1) vote cast for each GVR Property. The vote for each GVR Property must be cast as a unit and fractional votes shall not be permitted. If a vote is cast on behalf of a GVR Property, it will thereafter be conclusively presumed for all purposes that the individual casting such vote was acting with the authority and consent of all co-owners of such GVR Property. In the event that more than one (1) vote is cast for a particular GVR Property, none of the votes shall be counted and all of the votes for such GVR Property shall be deemed void. [Art. II, Sec. 6(A)]. The last sentence was added to prohibit fractional voting pursuant to A.R.S. 10-3721(B).

5.6 Voting Procedure; Quorum Requirement. All action by GVR Members shall be taken by written ballot in conformance with the procedures and requirements set forth in A.R.S. §10-3708. Except as otherwise specified in these Amended and Restated Bylaws, the quorum requirement for a vote on any matter shall be ballots cast by GVR Members representing ten percent (10%) of the total eligible votes in The Corporation. [Art. II, Sec. 6(C) and Art. XI, Sec. 1 and 2]. A quorum requirement - the minimum number of members who must participate in a vote in order for the vote to be valid - has been added. Ten percent (10%) has been the default quorum requirement used to date pursuant to A.R.S. §10-3722.

ARTICLE 6 BOARD OF DIRECTORS

6.1 Number of Directors; Qualifications. The Board shall consist of twelve (12) directors who shall be GVR Members residing within the jurisdiction of The Corporation, and the chief executive officer who shall serve as an ex-officio, non-voting member of the Board. . [Art. IV, Sec. 1 and Art. VII, Sec. 1]

6.2 Term of Directors. The term of a director elected by the GVR Membership shall be three (3) years. The terms of directors shall be staggered such that each year, the term of four (4) directors shall expire. No Director may serve more than two (2) consecutive terms, with any part of a term served as an appointed director constituting a term for this purpose. A former director may be re-elected after one (1) or more years' absence from the Board. [Art. V, Sec. 1(A)]

6.3 Nomination of Directors.

A. By Committee. The Nominations & Elections Committee shall compile a list of eligible GVR Members who are qualified to serve on the Board and have submitted a candidate application. The slate of candidates shall be made available to the GVR Membership at least ninety (90) days before the annual meeting. [Art. V, Sec. 2 and Art. II, Sec. 7(B)]. This provision was changed to clarify that the Committee's duty is to produce a slate of *candidates* (not "directors") and that nominees must be eligible GVR Members which includes Owners and Assigned Members who are current in the payment of their dues and fees pursuant to Section 3.5(B).

B. By GVR Members. Additional nominations may be made by a nomination petition delivered to The Corporation no less than sixty (60) days before the annual meeting and which contains the signed consent of the nominee and the signatures of eligible GVR Members representing not less than two-hundred (200) GVR Properties. The names of nominees submitted through such a petition shall be added to the slate of candidates compiled by the Nominations and Elections Committee.

Provisions related to the election of directors (Art. V, Sec. 3 of the current Bylaws) was removed as the voting procedure for elections is the same as it is for any other matter. The provision related to "cumulative voting" was unnecessary, as A.R.S. §10-3725 states that cumulative voting is prohibited unless specifically authorized in the Bylaws.

6.4 Vacancies. Any vacancy on the Board created by the resignation, removal, or death of a director, shall be filled by the unsuccessful candidate of the last election, who received the greatest number of votes and is qualified and willing to serve. If none of said unsuccessful candidates is qualified and willing to serve, a majority of the remaining directors shall appoint a director to serve for the unexpired term of his/her predecessor. [Art. VI, Sec.1(F)].

6.5 Compensation; GVR Employment. Directors shall not receive compensation for their services on the Board but may be reimbursed by The Corporation for authorized expenses and disbursements made on its behalf. Directors and members of their immediate families may not provide services to The Corporation in exchange for financial compensation except for ancillary services related to instruction or the arts. [Art. IV, Sec. 7 and 8]. This provision has been modified to allow directors and their family members to teach classes and provide entertainment at events.

6.6 Powers. In addition to exercising all the powers of The Corporation as set forth in A.R.S. §10-3302 and GVR's Amended and Restated Articles of Incorporation, the Board shall have the authority to do the following:

(1) Adopt rules and regulations governing the use of GVR's facilities and the personal conduct of all persons thereon which shall be published in the Corporate Policy Manual.

(2) Adopt policies and procedures in order to carry out the provisions of these Amended and Restated Bylaws which shall be published in the Corporate Policy Manual.

(3) Declare a vacancy on the Board should any director miss three (3) regularly scheduled Board meetings in any twelve-month period without good cause.

[Art. VI, Sec. 1(B),(C), and (D)]. The phrase "without good cause" was added in subsection (3) to prevent the removal of directors who miss meetings due to health issues or other similar reasons.

6.7 Limitations on Powers.

A. The following actions shall require the prior approval of a majority of GVR Members voting on the matter:

(1) A contract requiring an annual payment that exceeds ten percent (10%) of the annual budgets for that fiscal year; provided, however, that a vote on any such matter shall have a quorum requirement of twenty percent (20%); or

(2) A change in services which would result in either an increase or decrease of five percent (5%) or more of the current operating budget; provided, however, that increases in services relating to new facilities provided by and at the expense of a developer or funded by existing reserves intended for such purposes shall not require the approval of GVR members.

[Art. VI, Sec. 2 and Art. III, Sec. 3]

Subsection (1) was modified: "operating budget" was changed to "annual budgets" so as to include reserve budgets.

Subsection (2) was modified to resolve ambiguities and add an exception for services funded by existing reserves.

B. The following actions shall require the approval of a majority of directors in office:

(1) Appointing and removing the chief executive officer and fixing his/her compensation;

(2) Establishing the amount of admission fees, dues, and special assessments;
or

(3) Adopting operating and capital budgets, which shall include a contribution to reserves.

[Art. VI, Sec. 1(B)]

**ARTICLE 7
BOARD MEETINGS**

7.1 Regular Meetings. Regular meetings of the Board shall be held at least four (4) times per fiscal year and shall be fixed on a schedule determined by the Board and published to the GVR Membership. [Article IV, Sec. 2]. Publication of the schedule was added to provide notice to members.

7.2 Special Meetings. Special meetings of the Board may be called by the President, the Vice President, or at the request of any two (2) directors. [Art. IV, Sec. 3]

7.3 Notice of Meetings.

A. Regular Meetings. Regular meetings of the Board may be held without additional notice to directors or GVR Members.

B. Special Meetings. Written notice of the date, time and place of a special meeting shall be provided to each director at least two days prior to the meeting and if any portion of the meeting is to be open to GVR Members, such notice shall also be provided electronically to the GVR Membership.

C. Waiver of Notice. A director may waive any notice in writing before or after the date and time stated in the notice. A director's attendance at or participation in a meeting waives any required notice to the director of the meeting unless the director at the beginning of the meeting or promptly on the director's arrival at the meeting objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Notice provisions were added as required by A.R.S. §§10-3822 and 10-3823.

7.4 Quorum. The presence, in person, by video conference, or by telephone conference, of a majority of the number of directors in office shall constitute a quorum for the transaction of business at a meeting. Except as otherwise specified in these Amended and Restated Bylaws, the vote of a majority of directors present at any meeting at which a quorum is present shall be the act of the Board. [Art. IV, Sec. 4]

7.5 Open Meetings. Meetings of the Board at which official business of The Corporation is transacted shall be open to GVR Members; provided, however, that the Board, at the discretion of the President, may hold a meeting or any portion thereof in executive session to address any of the following:

- (1) Personnel matters; or
- (2) Legal matters.

[Art. IV, Sec. 5]

7.6 Conduct of Meetings. Roberts Rules of Order shall prevail unless otherwise determined by the Board. [Art. XII, Sec. 3]

ARTICLE 8 OFFICERS AND CHIEF EXECUTIVE OFFICER

8.1 Enumeration of Officers. The officers of The Corporation shall be the President, Vice President, Secretary, Treasurer, Assistant Secretary and Assistant Treasurer, the sequence of which determines their seniority. [Art. VII, Sec. 1]

8.2 Election and Term. Within thirty (30) days after the annual meeting of the GVR Membership, the officers shall be elected from among the directors by a majority vote of the Board and each such officer shall serve, at the pleasure of the Board, for a term of one (1) year or until the successor is elected. [Art. VII, Sec. 2 and 3]

8.3 Resignation and Removal; Vacancies. An officer may resign at any time by delivering notice to The Corporation and an officer may be removed from office by the Board at any time, with or without cause. An officer elected by the Board to fill a vacancy caused by resignation, removal or death shall serve for the unexpired term of his/her predecessor. **This provision was added in conformance with A.R.S. §10-3843.**

8.4 Duties of Officers.

A. **President.** The President shall preside at all meetings of the Board and at meetings of the GVR Membership and shall carry out all orders and resolutions of the Board and shall sign all formal written instruments such as notes, leases, mortgages, deeds, and contracts other than recurring operational contracts which the Board by appropriate resolution has exempted from this requirement. Contracts signed by the President shall receive prior legal review and Board approval. In the absence of the President, the Vice President shall perform all the duties of the President. Should the Vice President also be absent, the duties of the President shall be performed by the most senior officer present and when so acting, shall have all the powers of the President.

B. **Vice President.** The Vice President shall carry out duties as assigned by the President. In the absence of the President, the Vice President shall perform the duties of the President and, when so acting, shall have all the powers of the President.

C. **Secretary.** The Secretary shall ensure that minutes are kept of meetings of the GVR Membership and the Board. The Secretary shall cause to be given all notices in accordance with provisions of these Amended and Restated Bylaws or as required by law. The Secretary shall see that all records of The Corporation are properly kept and preserved and that the names and addresses of all GVR members are on file in the office of The Corporation. In the absence of the Secretary, the Assistant Secretary shall perform all the duties of the Secretary.

D. Treasurer. The Treasurer shall exercise an oversight role of the financial affairs of The Corporation to ensure that financial records are kept in accordance with generally accepted accounting standards. The Treasurer shall ensure that timely, accurate financial statements are presented to the Board and that the financial records of The Corporation are audited. In the absence of the Treasurer, the Assistant Treasurer shall perform all the duties of the Treasurer.

[Art. VII, Sec. 4]

8.5 Chief Executive Officer. The chief executive officer shall be accountable to the Board and shall serve as the chief operating officer of The Corporation responsible for the management of the day-to-day operations of GVR. The chief executive officer shall work cooperatively with the Board to ensure that GVR's policies are carried out effectively without exceeding the limits of authority delegated by the Board and shall ensure that operations are in conformance with these Amended and Restated Bylaws and the CPM. [Art. VII, Sec. 5]

8.6 Signing of Checks. Any check in the amount of \$2,500.00 or more shall be signed by two (2) officers of The Corporation or by one (1) officer and the chief executive officer. Any check in an amount of less than \$2,500.00 may be signed by the CEO with the stipulation that a log is kept reflecting the two (2) department heads that reviewed the checks prior to its execution. Month-end statements shall be reviewed by two (2) officers of The Corporation as soon as practicable after their completion. [Art. VII, Sec. 4(E)]

ARTICLE 9 COMMITTEES

9.1 Standing Committees. The Board shall establish the following committees which shall make policy recommendations to the Board, and have such duties as set forth in the Corporate Policy Manual:

- (1) Board Affairs;
- (2) Fiscal Affairs;
- (3) Nominations & Elections;
- (4) Planning and Evaluation;
- (5) Audit; and
- (6) Investment.

[Art. VIII, Sec. 1]

9.2 Special Committees. The President may establish special or ad hoc committees to assume specific, short-term responsibilities. The duties and responsibilities of such committees shall be approved by the Board. [Art. VIII, Sec. 2(A)]

9.3 Composition of Committees.

A. Chairperson. The chairperson of each committee shall be a director selected by the President subject to Board approval; provided, however, that the chairperson of the Audit

Committee shall not be an officer of The Corporation or a member of the Fiscal Affairs Committee. [Art. VIII, Sec. 2(B) and Sec. 3]

B. Members. Committee members shall be selected by the chairperson of the committee from among GVR Members and operations staff. The President shall be an ex-officio member of all committees except the Nominations & Elections and Audit Committees. [Art. VIII, Sec. 3]

9.4 Subcommittees. Except for the Nominations & Elections and Audit Committees, each committee shall have the power to establish subcommittees and may delegate to such subcommittees any of its duties and powers. [Art. VIII, Sec. 4]

9.5 Meetings. Meetings of committees and subcommittees shall be open to GVR Members at the discretion of each committee or subcommittee. [Art. VIII, Sec. 5]

ARTICLE X MISCELLANEOUS

10.1 Amendments

A. Proposed by GVR Members. Amendments to these Amended and Restated Bylaws may be proposed by a petition containing the signatures of GVR Members representing at least ten percent (10%) of the total eligible votes in The Corporation submitted to the Secretary no less than sixty (60) days before the Annual or Special Meeting. Amendments proposed by GVR members shall be submitted to a vote of the GVR Membership within sixty (60) days of submission of such a petition.

B. Proposed by Board. The Board may propose amendments to these Amended and Restated Bylaws with the approval of two-thirds (2/3) of the directors in office.

C. Approval of Amendments. Any amendment to these Amended and Restated Bylaws shall be approved by GVR Members representing a majority of the total eligible votes in The Corporation or two-thirds (2/3) of those GVR Members voting on the matter, whichever is less.

[Art. X]

10.2 GVR Clubs. Any group of GVR Members interested in pursuing a particular field of interest may join together for the purpose of pursuing such interest and may request that the Board grant them status as a GVR club. The Board shall establish the following: (i) policies and procedures for creating and revoking club status; and (ii) the rules and regulations governing the operation of GVR clubs. [Art. I, Sec. 4]

10.3 Fiscal Year. The fiscal year and GVR Membership year of The Corporation shall be January 1 through December 31.

10.4 Annual Audit. The financial records of The Corporation shall be audited following the close of each fiscal year by an independent auditing firm. [Art. I, Sec. 7]

10.5 Records. The books, records and papers of The Corporation shall be available to GVR Members for inspection and copying pursuant to the provisions of A.R.S. §§10-11602 and 10-11603. The current Bylaw provision (Art. XII, Sec. 2) is inconsistent with Arizona law. It has been changed to reference the applicable statutes.

10.6 Conflict. In the event of any conflict between these Amended and Restated Bylaws and GVR's Amended and Restated Articles of Incorporation, or between these Amended and Restated Bylaws and the Arizona Nonprofit Corporation Act (A.R.S. §10-3101, *et seq.*), the latter of the two shall control. In the event of any conflict between these Amended and Restated Bylaws and the Corporate Policy Manual, the former shall control. [Art. XII, Sec. 3]. This provision was changed to comply with A.R.S. §10-3206(B).

10.7 Topical Headings. The topical headings of the paragraphs contained in these Amended and Restated Bylaws are for convenience only and do not define, limit or construe the content of the paragraphs or of this document. This provision was added.



Green Valley Recreation, Inc.

EXHIBIT

Prepared By: Planning & Evaluation (P&E)

Meeting Date: Jan. 27, 2021

Presented By: P&E Chair Randy Howard

Consent Agenda: No

Originating Committee / Department:

Planning & Evaluation Committee

Action Requested:

Approve an agreement with Scott Rumel Architect, not to exceed \$85,000, for architecture and engineering services for the expansion and tenant improvements of Canoa Hills Clubhouse (CHCH), with Initiatives Fund as the source of funding.

Strategic Plan Focus Area: GVR Services

Strategic Plan Goals: Respond to and provide expanded services to meet new and changing GVR member needs; pursue new ways to use GVR facilities for optimum use; expand opportunities for lifelong learning and education programs.

Background Justification:

Performing a tenant improvement and expansion to the facility would give GVR Glass Artists a dedicated space to conduct classes, create/execute/complete projects and have the opportunity to grow and prosper. The project would allow for the Ceramics Club of GVR to alleviate years of storage and safety concerns related to properly storing of molds. This along with allowing for more kiln room, storage, classroom and paint room capacities. This would also allow for new growth potential of the club. Certain activities, such as GVR Men's Poker Club, currently being conducted in Room C at Desert Hills will also move into a planned poker room at CHCH.

Once Ceramics is relocated to the CHCH facility, completion of the project will result in a critical path affecting clubs and membership use at Desert Hills. GVR members will see an expansion of GVR Lapidary space, additional GVR member classroom/meeting room space and an expansion of the Fitness Room at Desert Hills.

Both Planning and Evaluations (P&E), and Fiscal Affairs (FA) Committees have recommended approval of this request.

Fiscal Impact: Funds are available from the Initiatives Fund for these services.

Board Options:

1. Approve an agreement with Scott Rumel Architect, not to exceed \$85,000.
2. Approve an amended agreement with Scott Rumel Architect, not to exceed \$85,000.
3. Do not approve an agreement with Scott Rumel Architect.
4. Direct staff to conduct further research.

Staff Recommendation:

Option #1

Recommended Motion: *I move to approve an agreement with Scott Rumel Architect, not to exceed \$85,000, for architecture and engineering services for the expansion and tenant improvements of Canoa Hills Clubhouse (CHCH), with Initiatives Fund as the source of funding.*

Attachments:

Draft agreement with Scott Rumel Architect

Client:

Green Valley Recreation Inc.
 attn: David Jund & Melanie Stephenson (via email)
 333 W. Paseo del Prado
 Green Valley, AZ 85622

Project:

Green Valley Recreation Inc
Canoe Hills Clubhouse expansion and tenant improvements
 3295 S. Camino del Sol
 Green Valley, AZ 85622

Hi Melanie and David,

As requested, I assembled a list of tasks and fees to provide preliminary design and construction document services for expansion and tenant improvements at the existing two story Canoe Hills Clubhouse Building at 3295 S. Camino del Sol. The estimated square footage of the upper and lower floors, including porch infill and elevator addition is estimated to be about 11,500 s.f. based upon preliminary plan diagrams that you provided to us. It is our understanding that background as-built plans will be available for our use in proceeding with work. Also, based upon review of the preliminary plan diagrams that you shared with us, various planning issues related to access, egress, and elevator accommodation will need to be resolved to arrive at a code compliant solution. There may also be structural issues related to infill of the porches that we will need to have our structural engineer confirm.

Because there is building expansion space as part of the project, and because there is a change in function, it is likely that Pima County will require an updated development plan or possibly a new development plan a parking analysis. The preparation of a Development Plan, if needed, is also complicated by the fact that a segment of the site likely to be dedicated to parking is under a separate GVR ownership arrangement from the clubhouse general site configuration. We will need to take time to review preliminary plans with Pima County in order to have a more definitive answer to these questions, and in order to determine a more accurate task and fee summary for that portion of the design work. In the meantime, I included an allowance for review time with the Pima County Site Group Department as part of our design confirmation phase work.

In collaboration with my consultants, I assembled the following task & fee summary for your consideration:

Task & phase description	Base Fee (\$)	Optional or Additional Fee (as needed)
<u>A. As-Built documentation and design confirmation phase</u>		
1) Prepare as-built reference site plan and floor plan in ACAD format, based upon owner furnished as-built drawings. Inspect and document existing building systems.		
2) Meet with users, and prepare a preliminary floor plan (and options as appropriate) for proposed improvements in order to confirm an approved concept plan for renovations as the basis for construction documents. Prepare preliminary site plan.		
3) Make preliminary permit and development plan inquiries with Pima County.		
Architect	4840	
Assistant Architect/ drafting	2200	
Mechanical Engineer	3300	
Electrical Engineer	2750	
Structural Engineer	500	
Cost Estimator		1875
Subtotal fees for design confirmation phase A	13,590	
4) Additional site visits as required for additional input or site investigation.		
Architect or engineer (\$550 per each additional site visit)		(TBD)

continued ...

Task & phase description

Base Fee (\$) **Optional or Additional Fee (if needed)**

B. Construction Documents

- 1) Prepare construction documents as required to secure a building permit for expansions and tenant improvement work, and to facilitate construction.
 Estimated list of drawings to include:

Cover sheet/ reference site plan/ code review summary
 Comprehensive site plan if required for expanded parking - TBD
 Demolition floor plan and ceiling plan
 Reference floor plan and dimension plan
 Roof plan
 Reflected ceiling plan
 Exterior elevations and building section/s as needed at infill and expansion
 Typical wall sections
 Large scale plans for toilet rooms and interior elevations for toilet rooms
 Door & window schedule notes and details
 Room finish schedule notes
 Structural & architectural drawings for elevator addition and porch infill as needed
 Mechanical & plumbing drawings with schedules and riser diagrams
 Electrical drawings with circuiting, panel schedules & riser diagrams

Architect	10,400	
Assistant Architect/ drafting	6700	
Structural Engineer		
Review of new rooftop HVAC equipment weights	500	
Elevator addition	2500	
Porch infill structural revisions		(TBD)
Mechanical Engineer	8200	
(mechanical and plumbing design, to include sewer ejection system design for lower floor)		
Electrical Engineer	4500	
Outdoor lighting code compliance documentation	350	
Site and/or parking lighting upgrades/ replacement		1000
Cost Estimator (90% CD estimate)		2500

Subtotal fees for construction documents phase B **33,150**

- 2) Site visits or meetings as required for additional input or site investigation.
 Architect or Engineer (\$550 per each additional site visit) (TBD)
- 3) Development Plan submittal to Pima County (if required)
 Architect (TBD)
- 4) Special investigation or drainage modifications for water damage at lower level west wall
 Architect (TBD)

C. Bidding & Permit Phase

- 1) Manage the building permit process with Pima County on the owner's behalf.
 2) Assist owner with contractor bidding and/or negotiation
 Architect

800

D. Construction Phase

- 1) Answer contractor questions and review submittals as required (hourly).

Architect	800
Mechanical Engineer	800
Electrical Engineer	600
Structural Engineer	<u>500</u>

Subtotal fees for construction phase D, questions and submittals **2700**

- 2) Field visits and observation during construction as requested.
 Architect or engineer (\$550 per each site visit) (TBD)

continued ...

Task & phase description

**Base
Fee (\$)**

Fee Summary Phases A + B + C + D
(Base fee, not including "additional fees"
as may be needed or requested)

Architect	25,740
Structural engineer	4000
Mechanical Engineer	12,300
Electrical Engineer	8200
Cost Estimator	<u>TBD</u>
Total base fee	50,240

ALLOWANCE FOR REIMBURSABLE EXPENSES

Including printing, plotting, postage, long distance telephone, delivery, mileage, parking, etc. - to be billed at cost, and only for expenses that are incurred. (Not including printing of bid sets or submittals as required).

Design confirmation phase	300
Construction document phase (not including permit or bid printing)	200
Bid & Permit phase	100
Construction phase	TBD

UNDERLYING ASSUMPTIONS TO THE TASK & FEE SUMMARY

- 1) Work is understood to include tenant improvements and porch infill at the existing two story clubhouse building, adding up to about 11,500 s.f.
- 2) Site plan, floor plan and elevations will be drawn (in AutoCAD) based upon as-built drawings from GVR, to include one site visit by architect and engineers to field verify existing conditions.
- 3) Work does not include evaluation or certification of the existing building other than conditions that are readily observable as part of the proposed tenant improvement work.
- 4) It is likely that new electrical service is required.
- 5) Cost estimating is not included as part of the base fee services. Cost estimating is noted as an additional service. GVR will be responsible for identifying a tentative budget available for this project and determining that adequate funding is available to implement the current improvement project.
- 6) It is assumed that no certified survey information is required for site plan submittals and that the site plan for the tenant improvement process will be considered as a reference site plan only.
- 7) Preliminary review with Pima County regarding possible Development Plan compliance is included in the base fee, but if Development Plan submittals are required, additional fees will be identified to cover the design and submittal process made to Pima County on behalf of GVR.
- 8) It is assumed that existing utilities to the building are adequate, and no site utility work is associated with this project other than possible new electric service. Changes in water service, gas piping, fire sprinkler supply, or sewer, for example, will require additional services.
- 9) No materials testing, investigative demolition or special inspections for design purposes or construction purposes is included as part of the base fee services. It is assumed that any need for materials testing or investigative demolition that may arise will be an owner responsibility.
- 10) It is assumed no landscape work will be included in the construction document/ permit set.
- 11) If the project is suspended or abandoned for more than 30 days, the Architect shall be compensated for all services performed prior to confirmation from the owner of project suspension or termination.
- 12) This agreement may be terminated by either party upon written notice should the other party fail to substantially perform in accordance with its terms through no fault of the other party. All services performed by the Architect prior to receipt of written notice of termination of agreement shall be compensated based on percentage of services completed, plus any reimbursable expenses accrued. Hourly rates for additional services, or where applicable, include \$110/ hr architect, \$50/ hr assistant architect, \$150/ hr consulting engineers, \$120/ hr project engineers.
- 13) In recognition of the relative risks and benefits of the Project, to both the Owner and the Design Professional, the risks are allocated such that the client agrees to the fullest extent permitted by law, to limit the liability of the Design Professional for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert witness fees and costs, so that the total aggregate liability of the Design Professional shall not exceed \$750,000. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. Neither the Client nor the Design Professional shall be obligated to indemnify the other party in any manner for the other party's own negligence.
- 14) It is assumed that a standard owner/ architect agreement (similar to a standard AIA agreement format) will be prepared as part of the final agreement for design services, suitable to GVR's normal procurement procedures.
- 15) The fee summary as described herein shall remain valid for six months.

continued ...

On behalf of my design team, thank you for soliciting a proposal from us for this project.

Let me know if you have questions or suggestions for changes in the proposed scope of our work, or questions about the variables we have identified in regard to Pima County review and approval. We are ready to proceed immediately with work on your project, upon your authorization to proceed.

Yours Truly,

A handwritten signature in black ink that reads "Scott Rumel". The signature is written in a cursive, flowing style.

Scott Rumel, AIA
Architect



Green Valley Recreation, Inc.

EXHIBIT

Prepared By: Karen Miars, BAC Liaison

Meeting Date: Jan. 27, 2021

Presented By: BAC Chair Christine Gallegos

Consent Agenda: No

Originating Committee / Department: Recreation
Action Requested: Approve proposed GVR Meditation Club
Strategic Plan Goal: We are a non-sectarian, non-political group of those interested in a meditative lifestyle based on health living who are seeking to meet and interact with others with same interests to share and discuss health and wellness through meditation. Since meditation is being promoted by physicians and health organizations for its benefits to physical, emotional and mental health, we want current and future members to have the opportunity to learn and practice meditation with other GVR members.
Background Justification: To provide speakers, discussions and written info on healthy lifestyle through meditation as well as topics and info on metaphysics and alternative health which many of our members are also interested in. We will not promote specific individuals with businesses. We are about info only. Our social activities involve small group discussion with snacks sometimes.
Fiscal Impact:
Board Options: Accept or deny Club Status to the proposed GVR Meditation Club
Staff Recommendation: Approve proposed GVR Meditation Club for Club Status
Recommended Motion: The Board Affairs Committee recommends the GVR Board approve the proposed GVR Meditation Club as a GVR Club.
Attachments: Completed GVR Application for GVR Club Status by proposed GVR Meditation Club

Green Valley Recreation, Inc.
Application for GVR Club Status



Please complete the following application and enclosures in their entirety. Incomplete applications will not be accepted.

1. Proposed name of your club: The GVR Meditation Club
2. You must have a **minimum of thirty-five (35) GVR members** to apply for “Club Status.” Does your group have thirty-five (35) or more interested GVR members? **YES X NO**
3. Is the mission or purpose of your group consistent with GVR’s mission: *“To provide recreational and social opportunities to enhance the quality of our members’ lives.”* Please explain below:
We are a non-sectarian, non-political group of those interested in a meditative lifestyle based on health living who are seeking to meet and interact with others with same interests to share and discuss health and wellness through meditation.
4. Why is your group seeking GVR “Club Status?” Circle all that apply:

Reservation Preference	Facility space issues
Insurance	High interest in activity
GVR support	Storage
Need of dues	Better operation of group
Tax purposes	Other: Regular advertising of group
5. How will this club benefit GVR and the membership?
Since meditation is being promoted by physicians and health organizations for its benefits to physical, emotional and mental health, we want current and future members to have the opportunity to learn and practice meditation with other GVR members.
6. In the space below, please describe, in detail, the purpose, plan and charge of your group.
We will provide speakers, discussions and written info on healthy lifestyle through meditation as well as topics and info on metaphysics and alternative health which many of our members are also interested in. We will not promote specific individuals with businesses. We are about info only. Our social activities involve small group discussion with snacks sometimes.
7. Does your group understand that facility reservations are not guaranteed and your meeting space may vary from year to year? **YES X NO**
8. What type of facility will you be requesting? (Note: Your group must be able to maintain 50% of the assigned facility space at all times)

Art Room	Dedicated space (such as the hobby shops)
Large meeting room	Small meeting room
Auditorium Outdoor	Swimming pool
facilities Dance floor	Stage
	Other _____

9. What days of the week will your group request to meet? (Note: You are only permitted two regularly scheduled activities each week)

Monday___ Tuesday___ **Wednesday X** Thursday___ Friday___ Saturday___ Sunday___

10. What time of day will your group request to meet? Morning ___ **Afternoon X** Evening ___

11. Your group must be self-supporting in movable equipment, supplies, repairs and instructors through your own dues structure. Specialized equipment to meet the desires of a club shall not be financially supported by GVR dues or income. GVR *does* supply basic services such as facilities, utilities, custodial/maintenance support, fixtures, tables, chairs and initial equipment basic to the activity. Is your group willing to be self-supporting? **YES X** NO _

12. Does your group agree to leave all meeting rooms, kitchens, outdoor facilities, etc. in the condition you found them in? **YES X** NO _

13. Will your group need any regular set-up or staff services? YES **NO X (chairs set up?)**

14. GVR clubs are open to all members of GVR and members shall not be refused admission to any GVR Club. Is your group willing to include interested new members? **YES X** NO __

15. In the space below, please describe, in detail, any special qualifications or skills needed for your activity.
None

16. Is your group willing to provide orientation, instruction and training for new members if necessary? **YES X** NO _

17. Does your group understand GVR's guest policy as stated in the GVR Bylaws? **YES X** NO _

18. Is your group willing to maintain an effective monitoring system to verify that all members attending your meetings/activities are all GVR members and eligible guests? **YES X** NO Please explain.

19. Is your group willing to maintain monthly attendance records and report such to GVR? **YES X** NO_ Please explain:

20. Are the members of your group willing to abide by GVR Policies and Procedures, GVR Bylaws, and the Code of Conduct? **YES X** NO___
21. Is your group willing to have at least one membership meeting a year to elect new officers, review club bylaws and report this information to GVR on an annual basis? **YES X** NO___
22. Is your group willing to preserve club records for a minimum of 3 years? **YES X** NO___
23. Is your group willing to furnish necessary insurance on any equipment not owned by GVR brought onto GVR premises; e.g., musical instruments, tape players, computers, radios, etc.? **YES X** NO___
24. Is your group willing to submit a yearly financial statement, account balances, income, and make proper reporting to the IRS? **YES X** NO___
25. Is your group willing to submit an updated membership roster, equipment inventory list, and other requested items to GVR annually? **YES X** NO___
26. Has your group read the GVR Corporate Policy Manual (CPM), in particular Section VIII GVR Programs/ Clubs. The current version is available on [ww.gvrec.org\Governance\Governing Documents & Reports\CPM](http://ww.gvrec.org/Governance/Governing Documents & Reports/CPM)
YES X NO _

Name, address and telephone of your group's contact person:

Name: Patricia Ambrosic

Address:

Phone:

cc: ___ Reservations
 ___ Website
 ___ GVR Now

2020 GVR CLUB OFFICERS' INFORMATION

GVR CLUB NAME: GVR Meditation Club

OF CLUB MEMBERS 85

SUBMITTED BY: Patricia Ambrosic

DATE: 6/1/2020

IMPORTANT: If a change of Officers occurs during the year, immediately submit an updated form to GVR Club Liaison, Kathy Edwards – kathye@gvrec.org, (520) 495-5843.

	GVR #	Name	Address/Zip Code	Phone Number and Email address
President		Patricia Ambrosic		
Vice President		Diann Shively		
Secretary		Debra Peterson		
Treasurer		Joseph Ambrosic		
Other				

1. Club Officer designated to make GVR Facility Reservations and sign Reservation Contracts

Officer Name: Patricia Ambrosic Phone: _____

Alternate Officer Name: Diann Shively Phone: _____

2. Annual Dues \$ 0.00

3. Date of Club Bylaws 6/1/2020

The GVR website and the GVRNow! Newsletter have an informational listing for each GVR Club. Please update the following information for your Club, and with respect to privacy, have each contact listed sign below.

4. Please list the contacts for this Club to be displayed on the GVR website and GVRNow! Newsletter

Primary Contact: Patricia Ambrosic Phone: [REDACTED]

Email: [REDACTED] Club Website: _____

Secondary Contact: Diann Shively Phone: [REDACTED]

Email: [REDACTED]

5. New Club information or revisions to GVR Website

Primary Contact: Patricia Ambrosic [REDACTED]

Secondary Contact: Diann Shively [REDACTED]

Purpose: The GVR Meditation Club offers a place for meditators and those interested in meditation to interact, enjoy and share meditation practices for health and wellness.

Membership: GVR Membership required Meetings/Location: TBD Club dues: none

6. New Club information or revisions to GVRNow! Newsletter

Same as (5) above

By signing this document I give my permission to GVR to post the information on the Website and Newsletter as indicated above.

Primary Contact Signature: Patricia Ambrosic Date: 8-13-20

Secondary Contact Signature: Diann Shively Date: 8-24-2020

The GVR Meditation Club
BYLAWS

ARTICLE I - Name

The official name of the organization shall be the GVR Meditation Club, hereinafter known as the Club.

ARTICLE II - Purpose

The purpose of the Club shall be: (1) to provide an opportunity for GVR members to meditate together; (2) to provide information on meditation 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:

President- 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).

Vice President- 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.

Secretary- 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, Employer Identification Number, tax exemption, etc. shall be retained for the life of the Club. The Secretary shall sign all formal written communications.

Treasurer- 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, 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 yearend 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.

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 only members and eligible 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 all Club and all GVR rules and regulations.

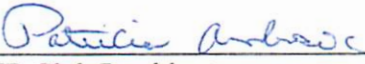
ARTICLE XI - Dissolution

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.



GVR Club President

6/1/2020
Date



GVR CEO

11/3/2020
Date



2020 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) _____ Meditation _____ 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 for GVR-sponsored Club events (GVR Club members and volunteers only);
- 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 Meditation 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 [Note: this requirement went into effect on January 1, 2016].
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. At their sole discretion, Clubs may grant guest privileges as long as each guest qualifies in accordance with GVR Bylaws and policies.
7. Execute an effective monitoring system to ensure that only GVR members and eligible GVR guests are in attendance at Club meetings and activities.

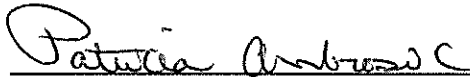
8. Maintain at least twenty-five (25) active GVR members in the Club to retain "Club Status"; if Club membership falls below the twenty-five (25) active member minimum, the Club must increase its membership or jeopardize losing GVR "Club Status."
9. At GVR's sole discretion, GVR may consolidate the Club 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.
10. 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.
11. Facility meeting space may limit participation in club activities.
12. If the Club determines that advanced skills or special qualifications may limit who may join the Club, orientation, training, and instruction must be offered to new Club members.
13. 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*].
14. Not affiliate with any national, state, or regional organization that requires GVR members to join.
15. Club members are permitted to bring our alcoholic beverages (BYOB) for Club functions onto GVR property, provided that Club obtains prior written approval from GVR at the time a facility Reservation Agreement is signed.
16. Club may not sell alcohol on GVR premises without a state-issued liquor permit.
17. Ceramics, Clay Studio, and Lapidary classes offered through the GVR Course Catalog are reserved exclusively for GVR members.
18. Clubs may not grant Honorary Club membership or the equivalent to a non-GVR member.
19. Furnish necessary insurance on any personal equipment or personal items brought to or stored on GVR premises (e.g., musical instruments, sound systems, computers, radios, etc.).
20. Operate under an IRC 501(c) 4 nonprofit tax status registered with the Internal Revenue Service (IRS).
21. Have an IRS Employer Identification Number (EIN) and provide the number to GVR.
22. Be responsible for any local, state, or federal taxes incurred because of Club activities.

23. Maintain a bookkeeping system recording all income and expenses, and retain receipts for expenditures for at least seven (7) years.
24. Preserve all Club correspondence and meeting minutes for a period of no less than three (3) years.
25. 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.
26. 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 initial purchase of specialized equipment will be provided by Club.
27. 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. Costs incurred for installation or relocation of equipment provided by the Club will be charged to the Club.
28. The Club understands GVR will provide essential storage for GVR Clubs at no cost, on a space-available basis only.
 - a. Only storage of items critical to ongoing Club needs only is permitted.
 - b. Storage of perishable foods, liquor, and highly flammable material is prohibited.
 - c. GVR is not responsible for any loss or damage to personal items stored on GVR property.
29. 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 one (1) person to schedule Club facility space reservations. Facility space reservations by unauthorized Club members will be denied.
 - b. A Club's regularly scheduled reservations will be confirmed by GVR Reservations Coordinator by November 1st for the following year.
 - 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.

30. No later than February 1 each year, 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 financial statement indicating cash on-hand;
 - c. A list of Club Officers for the current calendar year;
 - d. An equipment/storage inventory list.
31. No later than April 15 each year, the Club agrees to submit the following document to GVR: A copy of IRS Form 990-N (e-Postcard) or 990 EZ form as required, submitted to the IRS by the Club for the previous calendar year.
32. Club Directors & Officers (D&O) Insurance is NOT provided by GVR.

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".

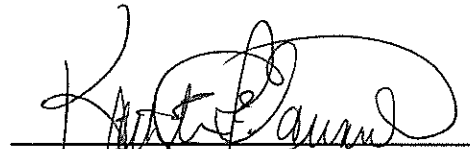
Signatures:



Club President

7-30-20

Date



GVR Representative

8-3-2020

Date



2020 GVR Club Compliance Form Smoke Free Arizona

GVR facilities are compliant with the Smoke-Free Arizona Act (ARS§36-601.01) that became Arizona State law on May 1, 2007, as detailed in Section VIII – GVR PROGRAMS & CLUBS.

GVR clubs are responsible for reading, understanding and enforcing the Smoke-Free Arizona Act, when meeting in GVR facilities.

Please inform Club members and guests if they are smoking in a non-smoking area by politely requesting that they put it out and go at least 20 feet away from the entrance and smoke in designated areas only.

Club Members and their guests should not move or relocate ashtrays. Clubs should educate all club members about the requirements of the Law (club meetings, posters, pamphlets, etc.) and what is expected of them.

If a violation is discovered and corrective action is not taken, which results in GVR being assessed a fine, the Club may be responsible for payment of the fine, and cancellation of the Clubs room reservations.

Vaping-Free Zone at Facilities

1. GVR prohibits vaping in all non-smoking areas, including enclosed areas and areas within 20 feet of all entrances and windows. Vaping is prohibited in all indoor facility areas, pool areas and in all GVR vehicles.
2. Vaping will be allowed in designated outdoor areas and wherever smoking is allowed.

It is the Club's responsibility to read, understand and enforce the procedures listed above.

I have read and will comply with the above.

Club name: GVR Meditation Club

Signature of Club President: Patricia Ambrosic Date: 7-30-20

Printed name: Patricia Ambrosic



Green Valley Recreation, Inc. (GVR) Insurance Overview – GVR Clubs

Vendor's Insurance

Definition

Whenever **payment is made** to any company, small business owner or individual for an event at which they are contracted to work, they are considered a **Vendor**.

Examples: DJ, Entertainer, Decorator.

- Vendors must provide their own liability insurance coverage for club events.
- Vendors must also provide liquor liability insurance coverage if alcohol is served.

- Vendors are EXCLUDED from GVR Liability Insurance.
- Vendors CANNOT BE ADDED to the GVR Liability Policy.

Summary of Requirements – Every Vendor (except GVR Approved Caterers):

1. Complete and Sign *Green Valley Recreation, Inc. and its Subsidiaries Vendor Agreement for Insurance and Indemnity for Club Sponsored Events* (copy attached)
2. Certificates of Insurance must be approved by Green Valley Recreation, Inc./ Insurance Broker
3. Submit Items 1-2 above at least one (1) month in advance of club event.
4. Submit Insurance-related Documents to: GVR Facilities Reservations Coordinator
5. Approval by: GVR Recreation Director/Insurance Broker within 2-4 business days.

Attachments: Green Valley Recreation, Inc. and its Subsidiaries Vendor Agreement for Insurance and Indemnity for Club Sponsored Events

*Note: Companies that appear on the **GVR-Approved Caterer's list** (available on the GVR Website) have already provided the required insurance document to GVR, so Clubs do not need to request any insurance information.*

GVR Club Directors & Officers Insurance “D&O Insurance”

Definition

Decisions related to Club and Fiduciary responsibilities of a GVR Club Board of Directors and Officers.

Who is Covered

Club Directors and Officers, if purchased by the Club from Commercial Insurance Broker.

GVR Clubs must comply with insurance requirements in the GVR Corporate Policy Manual, available on www.gvrec.org – *Governing Documents*

GVR Club Name: GVR Meditation Club

Patricia Ambrosi c 7-30-20
GVR Club President Signature Date

GVR Club President Name (printed): Patricia Ambrosi c

Green Valley Recreation, Inc., and its Subsidiaries

Vendor Agreement for Insurance and Indemnity for Club Sponsored Events

INSURANCE:

- Certificates of insurance acceptable to Green Valley Recreation, Inc. here and after (GVR) and its subsidiaries and evidencing the following coverage shall be filed with GVR prior to any club event on the GVR premises. The certificate along with the signed copy of this agreement is required prior to the scheduled event. Failure of GVR to identify a deficiency from certificates and forms that are provided by the Vendor shall not be construed as a waiver of the Vendors obligation to maintain such insurance.
- General liability: Commercial General Liability policy written on an occurrence form, insuring Bodily Injury and Property Damage with minimum limits of: \$1,000,000 Each Occurrence/\$2,000,000 Aggregate/\$2,000,000 Products/Completed Operations Aggregate. General Liability coverage shall include a Waiver of Subrogation in favor of GVR and its subsidiaries, and others as required. General Liability coverage must be endorsed to name GVR and its subsidiaries and others as required as Additional Insured(s). The insurance afforded to the Additional Insured's is provided on a primary basis without right of contribution from any other insurance available to the Additional Insured's. 10 day notice of cancellation applies.
- Workers Compensation Insurance Statutory Limits as required by the laws of the state of AZ in which the Vendor is to perform their work, including a Waiver of Subrogation endorsement in favor of GVR and its subsidiaries. The Employer's Liability limit shall be at least the following limit: \$100,000 Each Accident / Disease Policy Limit / Disease Each Employee.

INDEMNIFICATION/HOLD HARMLESS AGREEMENT:

To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless GVR and its subsidiaries including their officers and employees and any other entities required to be indemnified by GVR from and against any and all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the Vendors work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property. (2) Is caused in whole or in part by any negligent act or omission of the Vendor or any Sub-subcontractor of vendor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by the negligence of a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph,

Accepted and Agreed to by Vendor:

Date: 7-30-20 July 30, 2020

Vendors Full Business Name: GVR meditation Club

Authorized Signatory for Vendor: Patricia Anderson

Authorized GVR Signatory of Approval: _____