



AGENDA

Board Affairs Committee

June 14, 2022, Tuesday

1:30pm

West Center Room 2 / Zoom

GVR's Mission Statement: "To provide excellent facilities and services that create opportunities for recreation, social activities, and leisure education to enhance the quality of our members' lives."

Committee: Donna Coon (Chair), Janet Carter, Carol Crothers, Joyce Finkelstein, Jerry Humphrey, Nellie Johnson, Ed Knop, Barb Mauser, Chuck Soukup, Beverly Tobiason, Jodie Walker, Tony Zabicki, Kathi Bachelor (President), Scott Somers (CEO), Nanci Moyo (Liaison/Administrative Supervisor)

Agenda Topic

- 1.** Call to Order / Roll Call – Establish Quorum
- 2.** Approve Meeting Minutes: May 10, 2022
- 3.** Chair Comments
- 4.** Business
 1. Club Request: Martial Arts Club
 2. Club Request: Canine Club
 3. Review CPM Part 2
 4. Discuss Workgroups – Bylaws, Committee Continuity, Operations/Procedures Manual
 5. Review Duties and Responsibilities of the BAC
- 5.** Member Comments
- 6.** Adjournment

Next Meeting: July 12, 2022, West Center, Room 2/Zoom, 1:30-3:00pm



MINUTES

Board Affairs Committee

Tuesday, May 10, 2022
West Center-Room 2 / Zoom
1:30pm

Committee: Donna Coon (Chair), Janet Carter, Carol Crothers, Joyce Finkelstein, Nellie Johnson, Ed Knop, Barb Mauser, Beverly Tobiason, Jodie Walker, Tony Zabicki, Kathi Bachelor (President), Scott Somers (CEO), Natalie Whitman (Communications Manager), Nanci Moyo (Liaison/Administrative Supervisor)

Absent: Jerry Humphrey, Chuck Soukup

Visitors: 2

1. Call to Order

Chair Coon called the meeting to order at 1:28pm.

2. Roll Call / Establish Quorum

Roll call by Nanci Moyo. Quorum established.

3. Approve February 15, 2022 Meeting Minutes

MOTION: Zabicki moved / seconded to approve February 15, 2022, Meeting Minutes as presented.

Passed: unanimous

4. Chair Comments – Chair Coon welcomed the committee members. The committee has a lot of experience and knowledge with GVR. Basic guidelines for the committee are to allow everyone to speak. There may be a possibility for working groups on certain topics that will report back to BAC. Staff has been asked to bring recommendations to the Board for separating the CPM into policy and procedure manuals.

5. Business

1. Introduction of Committee Members and Staff

Committee members introduced themselves and their history at GVR.

2. CPM Reorganization

- CPM reorganization is being accomplished.
- The last updated CPM was December 15, 2021, and all of this version, including any Board approved changes since December 15, 2021, are in the reorganization.
- A Table of Contents will be added and the Appendix.
- The Board Resolution will be separate of the CPM and is on the GVR website under the Governance tab.

3. Club Requests Pending
Martial Arts and the Canine Club are potential clubs to come before the BAC.
4. Board Requests Outstanding
 - Review of Media Policy – Board approved staff to complete this section in six months.
 - Guest Card Abuse – to be reviewed with staff.
 - Members Code of Conduct process – staff will review.
 - Policy on Non-Philanthropic fundraising – BAC keep track of this.
5. Discussion of Possible Priorities/Projects
 - Staff will identify procedures in the CPM to move to an Operation or Procedure Manual and bring recommendations to the BAC.
 - The Corporate Policy Manual needs to be policy – clear and defined well.
 - Bylaws need to be a long-term process (3 to 5 years) and each step be brought to the members to vote. First step could be reorganizing the Bylaws. Second step could be updating the Bylaws to match Arizona Non-Profit Statutes. The third step could be substantive issues.
 - Continuity of committee members has been the problem over the last 5 years due to the change of committees every year. It would be more advantageous to have longer-term committee members for continuity of operations; possibly 3-year terms. Another change to review is the Board making appointments to the committees and not the committee chair.

6. Member Comments – 1

7. Adjournment

MOTION: Walker / seconded to adjourn the meeting a 3:22pm.

Passed: unanimous

Next Meeting: June 14, 2022, West Center, Room 2 / Zoom, 1:30 – 3:00pm



Date: June 9, 2022
To: Kris Zubicki, Recreation Director
From: Kathy Edwards, GVR Club Liaison
Subj: Application for GVR Martial Arts Club - Overview

Benefit to GVR Membership

A Martial Arts Club will provide a structure and organization for all GVR members wanting to practice existing skills in the martial arts and learn new skills from senior practitioners in the martial arts. The benefits reach well beyond the specific martial arts skills. They extend to improved health, flexibility and mobility, as well as mental, emotional and social well-being.

Space Requirements

The club will need space to meet and to store supplies needed for martial arts included 18x18 mats and miscellaneous small items. GVR has determined the Desert Hills renovation will accommodate this activity in the new Studio Space. While the renovation is underway, the club is agreeable to meet in alternate GVR space working with the Reservations Coordinator.

Club Membership (minimum 35 to form a club)

There are currently 41 GVR members on the membership list and the club intends to grow its membership over time. The actual names and GVR numbers are on file with the GVR Club Liaison.

Club Officers

Dean Curd, President
Suzanne Gross, Vice President
Cheryl Watson, Secretary/Treasurer

GVR Approval

Application for GVR Martial Arts Club approved by GVR Recreation, signed by the GVR CEO April 4, 2022. The application is ready for consideration by the GVR Board Affairs Committee.

Board Affairs

Please advise club representatives when this will be on the meeting agenda so they may attend the meeting to answer questions.



2021 Green Valley Recreation, Inc.

New GVR Club Application for Club Status

Please read the FAQ and Application Instructions prior to completing this application

This application and supporting documents must be completed in their entirety. Partial applications cannot be processed. Attach additional sheets if necessary. If you have questions, please contact the GVR Club Liaison.

1. Proposed name of your club: The GVR Martial Arts Club.
2. Have your interested members read the GVR Bylaws, and Corporate Policy Manual (CPM) posted on the GVR Website, including Section VIII – GVR Programs/Clubs? YES X NO ___
3. 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 ___
4. Is the mission of your group consistent with GVR’s mission: “To provide recreational and social opportunities to enhance the quality of our members’ lives.”? YES X NO ___

Please explain below:

Yes, our club’s Purpose Statement is to celebrate, share, and promote the practice of martial arts to enhance the quality of our members lives.

5. How will this club benefit GVR and the membership?

A Martial Arts Club will provide a structure and organization for all GVR members wanting to practice existing skills in the martial arts and to learn new skills from senior practitioners in the martial arts. The benefits reach well beyond the specific martial arts skills. They extend to improved health, flexibility, and mobility, as well as, mental, emotional, and social well-being.

6. Please describe, in detail, the purpose, plan and charge of your group.

The purpose for the formation of the GVR Martial Arts Club is to provide a place for martial arts professionals, students, and aficionados to gather and safely practice within their respective disciplines with like-minded members. The plan is to secure a room of appropriate size for members and to have access to the room and special equipment a sufficient number of times per week. We are charged with growing our membership as time progresses and maintaining a safe and well-regulated club that meets GVR standards.



7. Why is your group seeking GVR "Club Status?" Check all that apply:

- High interest in activity
- Better operation of group
- Facility space
- Reservation preference
- GVR support
- Tax purposes
- Insurance
- Storage
- Need for dues
- Other gym space with at least a 18'x18' mat area for safety

8. Does your group understand that facility reservations are not guaranteed and your meeting space may vary from year to year? YES NO

9. What type of facility will you be requesting? (Note: Your group must be able to maintain 50% of the assigned space at all times)

- Art Room
- Large meeting room
- Auditorium
- Outdoor facilities
- Dance floor
- Dedicated space (such as the hobby shops)
- Small meeting room
- Swimming pool
- Stage
- Other gym space with at least a 18'x18' mat area for safety

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

- Monday Tuesday Wednesday Thursday Friday Saturday Sunday

11. Requests for dedicated space that only club members may use is limited and reviewed on a case-by-case basis. Do you anticipate needing dedicated space for your club in the future? YES NO . If yes, please explain:

In supporting a safe environment, it is important that as soon as possible an 18'x18' 1/2 inch thick Dolimar foam mat be procured as soon as possible and located in a fairly dedicated club space to reduce wear and tear on the mat areas.

12. Your group must be self-supporting in movable equipment, supplies, repairs and instructors through your club dues. 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 NO

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



- 14. Will your group need any special set-up assistance or staff services beyond room setup? If yes, please explain below. YES ___ NO X
- 15. 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 all interested members? YES X NO ___
- 16. In the space below, please describe, in detail, any special qualifications or skills needed for your activity.

Interest in learning.
- 17. Is your group willing to provide orientation, instruction and training for new members if necessary? YES X NO ___
- 18. Does your group understand GVR's guest policy as stated in the GVR Bylaws and Corporate Policy Manual? YES X NO ___
- 19. 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 ___
- 20. Is your group willing to maintain monthly attendance records and report such to GVR? YES X NO ___
- 21. Are the members of your group willing to abide by GVR Bylaws, GVR Corporate Policy Manual, GVR Code of Conduct and Club Bylaws? YES X NO ___
- 22. 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 ___
- 23. Is your group willing to preserve club records for a minimum of 3 years? YES X NO ___
- 24. 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 ___
- 25. Is your group willing to submit a yearly financial statement, account balances, income, and make proper reporting to the IRS? YES X NO ___
- 26. Is your group willing to submit an updated membership roster, equipment inventory list, and other requested items to GVR annually? YES X NO ___
- 27. The current version of the GVR Corporate Policy Manual (CPM) is available on www.gvrec.org-Governance-Governing Documents & Reports-CPM. Have your interested members read this document? YES X NO ___

Attachments Checklist

- X GVR Club Membership Roster
- X GVR Club Officers' Information
- X Annual GVR Club Agreement to retain GVR "Club Status"



A handwritten signature in blue ink, appearing to read "Dean Curd", is positioned to the right of the GVR logo.

Primary Contact:

Name: Dean Curd – Club President **GVR#:** 229445

Address: 1060 W. Camino Del Patio, Green Valley, AZ 85622

Telephone #: 303-378-6233 **Email:** dcurd@csoc.org

A second handwritten signature in blue ink, appearing to read "Dean Curd", is located below the email address.



Office use only
 ___ Reservations
 ___ Website
 ___ GVRNow!

2022 GVR CLUB OFFICERS' INFORMATION

This *fillable form* must be submitted to GVR Club Liaison by February 1st

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 CLUB NAME: _____ # OF CLUB MEMBERS _____

SUBMITTED BY: _____ DATE: _____

Officer	GVR #	Name	Address/Zip Code	Phone Number and Email address
President				
Vice President				
Secretary				
Treasurer				
Other				

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

Member Name: _____ Phone: _____

Alternate Member Name: _____ Phone: _____

2. Annual Dues \$ _____

3. Date of Club Bylaws _____

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

4. **Please list the contacts for this Club to be displayed on the GVR website and GVRNow! Newsletter**
The Club may wish to establish a club email address that is monitored by club member(s)

***Primary Contact** _____ Phone _____
Email _____ (club email address recommended)

***Secondary Contact** _____ Phone _____
Email: _____ (club email address recommended)

Club Website: _____ **Club Email:** _____

5. **REQUIRED** - Updates to GVR Website - **ENTER UPDATES OR TYPE "NONE"**
Review club listing on gvrec.org – Recreation – Clubs. Attach additional sheet if necessary.

*By signing this document I give my permission to GVR to post the information on the Website as indicated in Item (4) above.

Primary Contact Signature: _____ Date: _____

Secondary Contact Signature: _____ Date: _____

BYLAWS of the GVR Martial Arts Club

ARTICLE I - Name

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

ARTICLE II - Purpose

The purpose of the Club shall be to celebrate, share, and promote the practice of martial arts. 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.

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 member guests for use of GVR facilities, subject to the current rules and regulations put forth through Board policy and as defined in the GVR Bylaws. Guest participation in Club events does not constitute membership in the Club.

F. All members and guests shall abide by all applicable GVR policies 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 three (3) Directors who are elected by the current members. The Directors 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 Directors of the Club shall consist of a President, Vice President, and Secretary/Treasurer, and shall be elected by a majority vote of the members in attendance at the Annual Meeting.

C. Responsibilities of Directors:

President - The President shall preside at all meeting of the Club and shall carry out all orders and resolution of the Club. The President shall be the executor of all Club funds and may approve all individual expenditures up to \$500.00. Expenditures over and above this amount must be approved by quorum of the Board of Directors. (See last paragraph in this Article 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. The Vice President shall retain certain permanent records such as membership lists, year-end financial statements, Employer Identification Number, tax exemption, etc. for the life of the Club.

Secretary/Treasurer - Must retain routine correspondence and other administrative records for three years prior to the current year, records and deposits in the bank accounts all monies of the Club, prepares a financial report on an annual basis and has books, records and papers available upon request by GVR. The Secretary/Treasurer shall sign all formal written communications.

D. A quorum for transaction of business at a Board meeting shall be two (2) directors.

ARTICLE V - Committees

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 held prior to December 31 of each fiscal year.

B. Notice of any meetings of the general membership shall be made at least fourteen (14) 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 a general membership meeting shall be the number of Club members in attendance.

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 Clubs 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, to correspond with GVR's fiscal year. The Club is responsible for filing a year-end financial statement within 30 days following close of the fiscal year.

B. The Board of Directors of the Club shall recommend annual dues with final approval from the general membership of the club.

C. 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 Directors 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 that will include GVR number, name, address, and any other information required by GVR, each time they attend any meeting, program or activity. Monitors at GVR serve as host/hostess to members, guest 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 Directors and Committee Chairpersons shall be furnished with a copy of the GVR Bylaws and the current approved Club Bylaws after each election.

Approving Signatures.

Dean Curd
Dean Curd
Club President

12/17/2021
Date

Green Valley Recreation
[Signature]
Green Valley Recreation

4/4/22
Date



2022 Annual GVR Club Agreement to retain GVR "Club Status"

GVR Mission Statement

"To provide excellent facilities and services that create opportunities for recreation, social activities and leisure education to enhance the quality of our members' lives."

We, the Green Valley Recreation, Inc. (GVR) MARTINE ARTS 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 on GVR premises (GVR Club members, qualified guests 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 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.
3. Club is required to use the official GVR logo and color palette 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 occasional 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 GVR may release "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 crossover in membership with other 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 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. Obtain an IRS Employer Identification Number (EIN) and provide the number to GVR Club Liaison.
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 four (4) years.
25. Be financially self-supporting to provide 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 two (2) club members to schedule Club facility space reservations. Facility reservations requested by unauthorized Club members will not be granted.
 - 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. Club Directors & Officers (D&O) Insurance is NOT provided by GVR as stated in the GVR Corporate Policy Manual. Each club must determine if this is needed and purchase it from a commercial insurance broker.

31. Club must obtain proof of insurance from Vendors. Whenever a 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 (see attached samples).
32. Club is responsible for obtaining signed Waivers of Liability from GVR club members for each club activity that leaves GVR property (see attached samples).
33. Club must comply with insurance requirements in the GVR Corporate Policy Manual, available on www.gvrec.org – *Governing Documents*
34. **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/mailling 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.
35. **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.

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

Dean F. Curd
Club President Signature

April 18, 2022
Date

DEAN F. CURD
Club President – Printed Name

[Signature]
GVR Representative Signature

4/18/2022
Date

KATHY EDWARDS
GVR Representative – Printed Name



2022 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.

Signatures



Club President Signature

APRIL 18, 2022

Date

DEAN L. CURED

Club President – Printed Name



**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)

Sole Proprietor	Company
Vendor Agreement COI Liability Sole Proprietor Waiver	Vendor Agreement COI Liability COI Worker's Comp

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. Sole Proprietor Waiver or COI with Worker's Comp
4. Submit Items above at least one (1) month in advance of club event to GVR Club Liaison.
5. Approval by GVR Recreation Director/Insurance Broker within 2-4 business days.

*Note: Companies that appear on the **GVR-Approved Caterer's list** 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 a Commercial Insurance Broker.

**GVR Club Waivers of Liability
for Club Excursions and International Travel**

Definition

- Club is responsible for obtaining signed Waivers of Liability from GVR club members for each club activity that leaves GVR property.
- Club shall retrieve the current form from the GVR website – Recreation – Clubs – Documents for each activity.
- Club shall retain all waivers in the permanent club records.

Who is Covered

Participants acknowledge they assume all risk associated with outings.

Dean L. Creed
Club President Signature

APRIL 18, 2022
Date

DEAN L. CREED
Club President – Printed Name

Vendor Agreement for Insurance and Indemnity for Club Sponsored Events

Insurance

Certificate of Insurance (COI)

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.

1. 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 Insureds. 10-day notice of cancellation applies.

2. Workers Compensation/Sole Proprietor Waiver



Include a COI (or ensure it is included in the COI provided) for Workers Compensation Insurance as outlined below. If vendor is a Sole Proprietor, they must complete the attached Sole Proprietor Waiver.

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 Vendor's 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:

Vendor's Full Business Name	
Authorized Signatory for Vendor	Date
GVR Club	Date of Event



SOLE PROPRIETOR/SINGLE MEMBER LLC

Note: this form applies **only** to Green Valley Recreation, Inc. contractors utilizing Sole Proprietors/Single Member LLC with no employees.

I am not the employee of Green Valley Recreation, Inc. Therefore, I am not entitled to workers compensation benefits from Green Valley Recreation, Inc. I am performing work as an independent contractor for Green Valley Recreation, Inc. I am a Sole Proprietor/ Single Member LLC and I am doing business as (name of Sole Proprietor / Single Member LLC business):

I understand that if I have any employees working for me, I must maintain workers compensation insurance for them.

Print Name

Signature

Date

Be prepared to provide these documents to us upon request in the event of a claim or premium audit.

GVR Club

Date of Event



1070 S Calle de las Casitas, Green Valley, AZ • P: 520.625.3440 F: 520.625.2352 • gvrec.org



Waiver of Liability for
Club Excursions

I understand that during outings or activities (off GVR premises) of any and all Green Valley Recreation Inc., Clubs in which I participate under arrangements of the Club and its agents, certain risks and dangers may arise, including but not limited to the hazards of traveling in the wilderness, the forces of nature, accident and illness.

In consideration of the right to participate in these outings and the services provided for me by the Club and its agents, I have and do hereby assume the risk associated with the outings and will hold Green Valley Recreation Inc., Club, and its agents harmless from and defend them against any and all liability actions, suits, claims and demands which could arise out of the outings. This agreement shall serve as a release and assumption of risk for myself and my heirs, administrators, executors, and for all members of my family including any minors accompanying me.

Club Name

Printed Name

GVR#

Signature

Date

*Each member who participates in a club activity that leaves GVR property must sign a **Waiver of Liability for Club Excursions** prior to each event which the club must maintain in its permanent records.*

Waiver for International Travel



This document constitutes a **waiver** as it relates to participation in international travel to _____ (location) planned for _____ (date) ("Trip").

Please be advised the Trip is not an endorsed event of Green Valley Recreation, Inc. (GVR) nor any GVR Club and participation is strictly voluntary by the attendee.

This Trip is to a foreign destination, so those traveling may wish to consider procuring other insurance such as accident insurance prior to departure. Additionally, members should check with their respective medical provider with regard to coverage outside of the United States in the event of a medical emergency.

By signing this waiver, you acknowledge your understanding and your agreement to hold harmless GVR, its Clubs, its employees, directors, officers, and agents from any and all liability for losses or damages arising out of or in connection with the Trip. This is a comprehensive limitation of liability that applies to all losses and damages of any kind whether in contract, negligence or other tortious action.

Printed Name

GVR#

Signature

Date

Form filed date: _____ Staff initials/notes: _____



Date: June 7, 2022
To: Kris Zubicki, Recreation Director
From: Kathy Edwards, GVR Club Liaison
Subj: Application for GVR Canine Club - Overview

Benefit to GVR Membership

The GVR Canine Club aims to be a major local resource for GVR’s dog owners in supporting the interests, health, safety and wellness of dogs in general and to help them be good canine citizens of the community. This resource will be available to anyone who visits www.gvrcanine.org at no cost. As the club develops, it expects to take a significant role in advocating for dogs both within and beyond the boundaries of GVR.

Space Requirements

Meeting room

Club Membership (minimum 35 to form a club)

There are currently 47 GVR members on the membership roster. The actual names and GVR numbers are on file with the GVR Club Liaison.

Club Officers

Leslie Kush, President
Patricia Tinney, Vice President
Barbara Wray, Secretary
Rick Nelson, Treasurer
Other David Messick, Tim Stewart

GVR Approval

Approved by GVR Recreation Director, signed by the GVR CEO May 6, 2022.
Application is ready for consideration by the GVR Board Affairs Committee.

Board Affairs

Advise club when this will be on the agenda so they may attend the meeting to answer any questions.



Green Valley Recreation, Inc.

New GVR Club Application for Club Status

Please read the FAQ and Application Instructions prior to completing this application

This application and supporting documents must be completed in their entirety. Partial applications cannot be processed. Attach additional sheets if necessary. If you have questions, please contact the GVR Club Liaison.

- Proposed name of your club: The GVR CANINE Club.
- Have your interested members read the GVR Bylaws, and Corporate Policy Manual (CPM) posted on the GVR Website, including Section VIII – GVR Programs/Clubs? YES NO
- 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 NO
- Is the mission of your group consistent with GVR’s mission: *“To provide recreational and social opportunities to enhance the quality of our members’ lives.”*? YES NO

Please explain below:

Leslie’s proposed mission statement

- How will this club benefit GVR and the membership?

The GVR Canine Club aims to be a major local resource for GVR’s dog owners in supporting the interests, health, safety, and wellness of dogs in general and to help them be good canine citizens of the community. This resource will be available to anyone who visits www.gvrcanine.org at no cost. As the club develops, it expects to take a significant role in advocating for dogs both within and beyond the boundaries of GVR.

- Please describe, in detail, the purpose, plan and charge of your group.

As stated in #5.

- Why is your group seeking GVR “Club Status?” Check all that apply:

- | | |
|---|--|
| <input checked="" type="checkbox"/> High interest in activity | <input checked="" type="checkbox"/> Tax purposes |
| <input checked="" type="checkbox"/> Better operation of group | <input type="checkbox"/> Insurance |
| <input checked="" type="checkbox"/> Facility space | <input type="checkbox"/> Storage |



Reservation preference
 GVR support

Need for dues
 Other _____

8. Does your group understand that facility reservations are not guaranteed, and your meeting space may vary from year to year? YES NO

9. What type of facility will you be requesting? (Note: Your group must be able to maintain 50% of the assigned space at all times)

Art Room
 Large meeting room
 Auditorium
 Outdoor facilities
 Dance floor

Dedicated space (such as the hobby shops)
 Small meeting room
 Swimming pool
 Stage
 Other _____

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

-- GVR Canine Club's needs for meeting space will be variable and occasional.

Monday Tuesday Wednesday Thursday Friday Saturday Sunday

11. Requests for dedicated space that only club members may use is limited and reviewed on a case-by-case basis. Do you anticipate needing dedicated space for your club in the future? YES NO . If yes, please explain

12. Your group must be self-supporting in movable equipment, supplies, repairs and instructors through your club dues. 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 NO

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

14. Will your group need any special set-up assistance or staff services beyond room setup? If yes, please explain below. YES NO

15. 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 all interested members? YES NO

16. In the space below, please describe, in detail, any special qualifications or skills needed for your activity.



None

- 17. Is your group willing to provide orientation, instruction and training for new members if necessary?
YES NO
- 18. Does your group understand GVR's guest policy as stated in the GVR Bylaws and Corporate Policy Manual? YES NO
- 19. 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 NO
- 20. Is your group willing to maintain monthly attendance records and report such to GVR? YES NO
- 21. Are the members of your group willing to abide by GVR Bylaws, GVR Corporate Policy Manual, GVR Code of Conduct and Club Bylaws? YES NO
- 22. 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 NO
- 23. Is your group willing to preserve club records for a minimum of 3 years? YES NO
- 24. 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 NO
- 25. Is your group willing to submit a yearly financial statement, account balances, income, and make proper reporting to the IRS? YES NO
- 26. Is your group willing to submit an updated membership roster, equipment inventory list, and other requested items to GVR annually? YES NO
- 27. The current version of the GVR Corporate Policy Manual (CPM) is available on www.gvrec.org-Governance-Governing Documents & Reports-CPM. Have your interested members read this document? YES NO

Attachments Checklist

- GVR Club Membership Roster
- GVR Club Officers' Information
- GVR Club Bylaws
- Annual GVR Club Agreement to retain GVR "Club Status"

Primary Contact

Name: David Messick GVR#: 184118
 Address: 413 W Calle de Oro, Green Valley AZ 85614
 Phone: 520-747-3226 Email: dmessickgv@gmail.com



**2022 GVR CLUB MEMBERSHIP ROSTER
For Year Ending December 31, 2021**

This form must be submitted to GVR Club Liaison by February 1st
Include complete information for all club members from 2021. Club members must be GVR members or Tenants

GVR Club Name GVR Canine Club # of Club Members 47
(as of February 1st)

Submitted by David Messick Date: 2/2/2022

GVR#	Member Name	Address	Phone	Email Address
------	-------------	---------	-------	---------------

Enter member information below or type "see attached"

(On file with GVR)



Office use only
 ___ Reservations
 ___ Website
 ___ GVRNow!

2022 GVR CLUB OFFICERS' INFORMATION

This *fillable form* must be submitted to GVR Club Liaison by February 1st

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 CLUB NAME: GVR Canine Club **# OF CLUB MEMBERS** 46

SUBMITTED BY: David Messick **DATE:** 6/3/2022

Officer	GVR #	Name	Address/Zip Code	Phone Number and Email address
President	235475	Leslie Kush	3826 S Via del Reyecuelo, 85622	760-989-2766 lwkmailbox@gmail.com
Vice President	193218	Patricia Tinney	3813 S Via de la Garzota, 85622	520-205-0820 patinney@gmail.com
Secretary	217654	Barbara Wray	3861 S Via del Trogon, 85622	253-459-5967 bawwa97@aol.com
Treasurer	179463	Rick Nelson	3901 S Via del Trogon, 85622	847-915-0672 ronban151@gmail.com
Other	184118 183177	David Messick Tim Stewart	413 W Calle de Oro, 85614 2001 W Via del Picamaderos	520- 747-3226/dmesssickgv@gmail.com 269-569-5323/timestewart95@gmail.com

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

Member Name: Barbara Wray Phone: 253-459-5967

Alternate Member Name: Patricia Tinney Phone: 720-205-0820

2. Annual Dues \$ 20 (1); \$30 (househol

3. Date of Club Bylaws 4/4/2022

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

4. **Please list the contacts for this Club to be displayed on the GVR website and GVRNow! Newsletter**
The Club may wish to establish a club email address that is monitored by club member(s)

*Primary Contact Leslie Kush Phone 760-989-2766
Email info@gvr canine.org (club email address recommended)

*Secondary Contact Patricia Tinney Phone 720-205-0820
Email: info@gvr canine.org (club email address recommended)

Club Website: www.gvr canine.org Club Email: info@gvr canine.org

5. **REQUIRED - Updates to GVR Website - ENTER UPDATES OR TYPE "NONE"**

Review club listing on gvrec.org – Recreation – Clubs. Attach additional sheet if necessary.

See Attached Bio

*By signing this document I give my permission to GVR to post the information on the Website as indicated in Item (4) above.

Primary Contact Signature: Leslie Kush Date: 6/3/2022

Secondary Contact Signature: Patricia Tinney Date: 6/3/2022

GVR CANINE CLUB BYLAWS

ARTICLE I NAME

The name of the Club shall be the “GVR Canine Club”, a non-profit organization (hereinafter known as the “Club”).

ARTICLE II MISSION

The Mission of the Club shall be:

To support dog parks and other canine activities for GVR members, that encourages participants – both canine and human, to enhance physical and mental health through off-leash interactions and social connection.

ARTICLE III MEMBERSHIP

1. All GVR members holding membership or tenant cards in good standing with GVR are entitled to become members and participate at any meeting or activity of the Club after completing requirements for joining as established by the Club.
2. Guests must meet the GVR definition of a guest. Guests of a member must be accompanied by that member and if 18 years of age or older, must hold a GVR guest card.
3. All members and their guests shall abide by published GVR Rules & Regulations and the GVR member Code of Conduct. Violations may jeopardize the privileges of the offending individual through GVR suspension procedures. All members and their guests are expected to abide by the rules set forth by the Club. Visitors may be subject to disciplinary action by the Club Board.

ARTICLE IV BOARD OF DIRECTORS

1. The Club’s governing body shall consist of a Board of Directors composed of not less than five (5) and not more than nine (9) members in good standing. Two (2) Directors shall be elected at the Annual Meeting, for a three (3) year term. The Board shall appoint a member in good standing to fill any vacancy for the remainder of that member’s term.

2. The immediate past president of the Club may serve as a non-voting advisor for one year.
3. A Nominating Committee shall consist of each year of three (3) outgoing Directors, who shall prepare a slate of Nominees for election to the Board of Directors. They shall submit this list to the Board of Directors not less than 60 days in advance of the next Annual Meeting.
4. Directors shall not hold office for more than two consecutive terms but may be eligible for election again after a lapse of one year. Director terms shall run from February 1 through January 31.
5. A simple majority of Directors shall constitute a quorum for the transaction of business, provided due notice of the meeting has been given to all members of the Board.
6. The Board of Directors shall meet at least quarterly, or at the call of the President. Notice of meeting shall be delivered in writing, in person, by telephone, or by email. All meetings shall be valid if the President verifies that notice was given, and this is so noted in the minutes. Meetings shall be open to all members of the Club.
7. The general membership may request a special meeting of the Board of Directors by written request to the President, signed by ten (10) members in good standing, and stating the purpose of the meeting. Only business as stated in the purpose of the special meeting may be conducted at said meeting.
8. *Robert's Rules of Order for Small Boards* shall govern the meetings in all applicable cases and in which they are not inconsistent with the By Laws or any special rules of order that the Board may adopt.

9. The duties of the Board of Directors shall be to supervise the affairs of the Club, including but not limited to:
 - a. To approve instructors, schedules and guidelines for classes in cooperation with GVR.
 - b. To establish the hour and place of business meetings.
 - c. To maintain and publish records necessary for the operation of the Club.
 - d. The Board shall assign other Directors to sign checks in addition to the President, Secretary and Treasurer, as needed.
10. The Board of Directors shall, each year, arrange for a review of the Club's financial records.
11. Any Director missing more than three (3) consecutive meetings may be removed by vote of the Board of Directors.
12. The Board of Directors shall establish limits on expenditures.
13. The Board of Directors shall establish an annual budget.

ARTICLE V OFFICERS' DUTIES AND RESPONSIBILITIES

1. PRESIDENT

- a. The President shall preside at meetings of the members and the Board of Directors.
- b. The President shall act as a liaison between the Club and GVR.
- c. The President may assign duties for Directors.
- d. The President shall have the authority to sign checks.

2. VICE-PRESIDENT

- a. In the absence of the President, the Vice-President shall preside at meetings of the members and the Board of Directors and assume the duties of the President.
- b. The Vice-President shall be responsible for the arrangement of the time and location of all meetings.
- c. The Vice-President shall be responsible for applying for and obtaining any necessary approvals from GVR, governmental agencies, etc. for any activities or events requiring such approval.

3. SECRETARY

- a. The Secretary shall record all minutes of membership and Board of Directors meetings.
- b. These minutes shall be distributed to all members of the Board of Directors.
- c. The Secretary shall retain all routine correspondence and other administrative records for three years prior to the current year and retain permanent records for the life of the organization.
- d. The Secretary shall have the authority to sign checks.

4. TREASURER

- a. The Treasurer shall oversee all financial procedures and functions of the Club.
- b. The Treasurer shall arrange for a bank account in an FDIC insured financial institution and shall arrange for the appropriate signatures annually.
- c. The Treasurer shall record all income and expenditures of the Club and regularly deposit monies to the Club's account. With Board approval, the Treasurer may hire a bookkeeper to maintain a journal of income and expenses and prepare such reports as required by law and by the Board.
- d. The Treasurer shall prepare annual financial reports, have records available upon request by GVR, and make available those materials necessary for the annual review.
- e. The Treasurer shall retain all financial records in accordance with legal requirements.
- f. The Treasurer may, if approved by the Board, use the services of an Assistant Treasurer.
- g. The Treasurer, Secretary, and the Club President, shall the authority to sign checks.

ARTICLE VI MEMBERSHIP MEETING

1. The Annual Membership Meeting shall be held during the first quarter of the calendar year, as determined by the Board of Directors, at such time and place as convenient for the assembly of members.
2. Notice of the Annual Membership Meeting and Board candidates shall be given by the President, at least 30 days in advance, by newsletter, or email.
3. The membership shall elect three (3) members to serve a three (3) year term. Prior to voting, nominations from the floor will be accepted if the nominee is present and accepts the nomination. If there are more candidates than vacancies, a vote via paper

ballot will be taken. The President will assign two members to count the votes. In case of a tie, the President shall cast the deciding vote.

4. A quorum at all membership meetings shall consist of those present.
5. A membership meeting may be called by the membership upon request to the President. The request shall be signed by not less than 20 members in good standing of the Club, stating the purpose of the meeting.
6. *Robert's Rules of Order* shall govern all the meetings in all applicable cases and in which they are not inconsistent with the By Laws or any special rules of order the Board may adopt.

ARTICLE VII DUES AND FISCAL PERIOD

1. The fiscal year shall be the calendar year – January 1 through December 31.
2. Annual dues shall be determined by the Board of Directors.
3. Dues are due and payable for the following year, no later than February 1 of each year. Non-payment of dues shall result in cancellation of membership. If such a cancelled member pays the full annual dues within one year, that member's membership shall be renewed for that calendar year.

ARTICLE VIII COMMITTEES

1. The Board may establish regular or special committees, as the Board deems appropriate. The resolution establishing a regular or special committee shall set forth its powers and duties. At the discretion of the Board, persons serving on a regular or special committee need not be a Director.
2. The Chairperson of each regular and special committee of the Board shall be nominated by the President with the Board's approval.

3. The Chairperson of each regular and special committee designated by the Board, shall keep, or cause to be kept, minutes of meetings of such committees and shall file the minutes with the Secretary of the Club.

ARTICLE IX AMMENDMENTS

1. Proposed amendments of the By Laws shall be submitted in writing to the Board of Directors who shall submit them to GVR for approval. When approved by GVR, the Board of Directors shall place them on the agenda for the next general or special membership meeting. Amendments to the By Laws must be approved by a majority vote of the general membership in good standing and who are in attendance at the general or special membership meeting for which notice of By Laws amendments vote has been given in advance.
2. Written copies of any proposed amendments must be made available to the membership at least one (1) month in advance of the meeting at which a vote is to be taken.

ARTICLE X COPIES OF BY LAWS

1. A final copy of the signed, approved, amended By Laws, and all subsequent By Law amendments shall be made available to members upon request in writing and to GVR.

ARTICLE XI DISSOLUTION

1. Upon dissolution of the Club, any assets after all bills have been paid, shall be transferred to GVR.

President: Leslie Kush dotloop verified
04/04/22 8:00 AM MST
4CF3-MDE6-UYNG-UBRZ Date: _____

Name: Leslie Kush

Approved by GVR:  Date: 5/4/22

Name: SCOTT SOMERS



2022 Annual GVR Club Agreement to retain GVR "Club Status"

GVR Mission Statement

"To provide excellent facilities and services that create opportunities for recreation, social activities and leisure education to enhance the quality of our members' lives."

We, the Green Valley Recreation, Inc. (GVR) _____ GVR Canine _____ 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 on GVR premises (GVR Club members, qualified guests 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 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.
3. Club is required to use the official GVR logo and color palette 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 occasional 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 GVR may release "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 crossover in membership with other 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 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. Obtain an IRS Employer Identification Number (EIN) and provide the number to GVR Club Liaison.
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 four (4) years.
25. Be financially self-supporting to provide 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 two (2) club members to schedule Club facility space reservations. Facility reservations requested by unauthorized Club members will not be granted.
 - 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. Club Directors & Officers (D&O) Insurance is NOT provided by GVR as stated in the GVR Corporate Policy Manual. Each club must determine if this is needed and purchase it from a commercial insurance broker.

31. Club must obtain proof of insurance from Vendors. Whenever a 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 (see attached samples).
32. Club is responsible for obtaining signed Waivers of Liability from GVR club members for each club activity that leaves GVR property (see attached samples).
33. Club must comply with insurance requirements in the GVR Corporate Policy Manual, available on www.gvrec.org – *Governing Documents*
34. **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/mailling 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.
35. **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.

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

Leslie Kush dotloop verified
04/15/22 8:31 AM MST
IRCH-TIWO-FJLF-5BFU

Club President Signature

Date

Leslie Kush

Club President – Printed Name

[Signature]

GVR Representative Signature

Date

4/18/2022

KATHY EDWARDS

GVR Representative – Printed Name



2022 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.

Signatures

<i>Leslie Kish</i>	dotloop verified 04/15/22 8:31 AM MST QH5A-HKCV-HLZC-SCQA
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Club President Signature

Date

Club President – Printed Name



**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)

Sole Proprietor	Company
Vendor Agreement	Vendor Agreement
COI Liability	COI Liability
Sole Proprietor Waiver	COI Worker’s Comp

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. Sole Proprietor Waiver or COI with Worker’s Comp
4. Submit Items above at least one (1) month in advance of club event to GVR Club Liaison.
5. Approval by GVR Recreation Director/Insurance Broker within 2-4 business days.

*Note: Companies that appear on the **GVR-Approved Caterer’s list** 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 a Commercial Insurance Broker.

**GVR Club Waivers of Liability
for Club Excursions and International Travel**

Definition

- Club is responsible for obtaining signed Waivers of Liability from GVR club members for each club activity that leaves GVR property.
- Club shall retrieve the current form from the GVR website – Recreation – Clubs – Documents for each activity.
- Club shall retain all waivers in the permanent club records.

Who is Covered

Participants acknowledge they assume all risk associated with outings.

 dotloop verified
04/15/22 8:31 AM MST
ZRVK-KTID-NRNJ-QVWB

Club President Signature

_____ Date

_____ Club President – Printed Name

Vendor Agreement for Insurance and Indemnity for Club Sponsored Events

Insurance


Certificate of Insurance (COI)

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.

1. 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 Insureds. 10-day notice of cancellation applies.

2. Workers Compensation/Sole Proprietor Waiver

 *Include a COI (or ensure it is included in the COI provided) for Workers Compensation Insurance as outlined below. If vendor is a Sole Proprietor, they must complete the attached **Sole Proprietor Waiver**.*

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:

Vendor's Full Business Name	
Authorized Signatory for Vendor	Date
GVR Club	Date of Event



Waiver of Liability for Club Excursions

I understand that during outings or activities (off GVR premises) of any and all Green Valley Recreation Inc., Clubs in which I participate under arrangements of the Club and its agents, certain risks and dangers may arise, including but not limited to the hazards of traveling in the wilderness, the forces of nature, accident and illness.

In consideration of the right to participate in these outings and the services provided for me by the Club and its agents, I have and do hereby assume the risk associated with the outings and will hold Green Valley Recreation Inc., Club, and its agents harmless from and defend them against any and all liability actions, suits, claims and demands which could arise out of the outings. This agreement shall serve as a release and assumption of risk for myself and my heirs, administrators, executors, and for all members of my family including any minors accompanying me.

Club Name

Printed Name

GVR#

Signature

Date

*Each member who participates in a club activity that leaves GVR property must sign a **Waiver of Liability for Club Excursions** prior to each event which the club must maintain in its permanent records.*



Waiver for International Travel

This document constitutes a **waiver** as it relates to participation in international travel to _____ (location) planned for _____ (date) ("Trip").

Please be advised the Trip is not an endorsed event of Green Valley Recreation, Inc. (GVR) nor any GVR Club and participation is strictly voluntary by the attendee.

This Trip is to a foreign destination, so those traveling may wish to consider procuring other insurance such as accident insurance prior to departure. Additionally, members should check with their respective medical provider with regard to coverage outside of the United States in the event of a medical emergency.

By signing this waiver, you acknowledge your understanding and your agreement to hold harmless GVR, its Clubs, its employees, directors, officers, and agents from any and all liability for losses or damages arising out of or in connection with the Trip. This is a comprehensive limitation of liability that applies to all losses and damages of any kind whether in contract, negligence or other tortious action.

Printed Name

GVR#

Signature

Date

Form filed date: _____ Staff initials/notes: _____



Green Valley Recreation, Inc.
Board Affairs Committee

CPM Part Two: Board of Directors

Prepared By: Nanci Moyo, Admin. Sup.

Meeting Date: June 14, 2022

Presented By: Donna Coon, Chair

Originating Committee / Department: BAC
Action Requested: Review attachment of staff and Board recommended changes to CPM Part Two: Board of Directors.
Strategic Plan Goal: GOAL 5: Provide sound, effective governance and leadership for the corporation
Background Justification: Part 2: Board of Directors section needs reviewed by the BAC for any appropriate changes. The attachment shows all the recommended changes.
Fiscal Impact: None
Attachments: Part 2: Board of Director – CPM Part 2: Board of Director Staff Recommendations Part 2: Board of Director Board Recommendations

PART 2: BOARD OF DIRECTORS

Approved January 28, 2014 except as amended

SECTION 1 - POWERS, DUTIES, AND RESPONSIBILITIES

2.1.1 Responsibilities

- A. The Board is responsible for governing in a manner that emphasizes strategic leadership rather than administrative detail. It is to be proactive in its decision making and maintain a clear delineation between staff and Board roles. In this spirit, the Board will:
1. Develop and approve an annual budget and ensure proper financial controls are in place.
 2. Recruit and orient new Directors and assess Board performance.
 3. Select and evaluate the CEO on at least an annual basis.
 4. Focus on the intended long-term goals of the organization, not on the administrative or programmatic means of attaining these goals.
 5. Establish policies which address:
 - a. The products/services (needs vs costs vs member benefits),
 - b. Ethical and other boundaries for which the staff shall be held accountable,
 - c. Board roles and responsibilities, and
 - d. Board/staff relationship.
 6. Discipline itself as to attendance, speak with one voice and adhere to policy governance.
 7. Be accountable to the membership by competently, conscientiously and effectively executing its governing obligations.

2.1.2 Powers of The Board (updated 5/24/2017)

- A. The Board shall be the governing Board of GVR, establishing policies and monitoring compliance with those policies.
- B. The Board shall participate in developing, tracking and maintaining a "Strategic Plan" to assist GVR in shaping its future. The Strategic Plan and its annual update shall help drive the 5-Year Plan for GVR. Towards that end, the following policies are an integral part of the plan:
1. Annual Strategic Plan Updating – Each year the Board shall review and update the Strategic Plan and carry it forward

- one additional year.
2. Integration with Programs and Services – The Strategic Plan and the 5-Year Plan shall be provided to Board Committees and GVR staff to facilitate the development of action plans which pursue the fulfillment of plan objectives.
 3. Integration with the Budget Process – The objectives contained in the GVR 5-Year Plan shall provide the primary basis upon which annual budget recommendations are made.
 4. Progress Updates to the Board – The 5-Year Plan shall be a standing element report of Board and Board Committee meetings. Written status papers will be provided to the Board prior to the Board Orientation.

2.1.3 Director Vacancies (updated 10/25/2016)

- A. Any vacancy on the Board, shall, if possible, be filled by an unsuccessful candidate from the most recent election. Priority will be given to the candidate who received the higher number of votes.
- B. The Board President will contact unsuccessful candidates in an order based on the number of votes each received, to determine willingness to fill the Board vacancy.
- C. If there is no unsuccessful candidate from the most recent election who is willing and able to serve as a Successor Director, the Nominations & Elections Committee shall recruit individuals from among regular members in good standing to serve as a Successor Director, and will present a slate of candidates to the Board.
- D. Candidates for the Successor Director position shall:
 1. Complete an application and answers to a list of questions prepared by the Nominations & Elections Committee for Board consideration, and
 2. Address the Board prior to the election of the Successor Director at a meeting of the Board where the election of Successor Director shall occur.
- E. The Board will vote by secret ballot to elect a Successor Director from among the slate of candidates presented by the Nominations & Elections Committee.

SECTION 2 - OFFICER ELECTIONS

2.2.1 General

- A. Election of Board Officers will be done by secret ballot. This is applicable to both the nominating ballots and the electing ballots.
- B. Nominations from the floor will not be accepted.

- C. Election for each office follows its seniority in the Bylaws: President, Vice President, Secretary, Treasurer, Assistant Secretary, and Assistant Treasurer.
- D. The current President, or in his/her stead, the CEO shall administer the election until the new President has been elected.

2.2.2 The Nominating Ballot

- A. The President (Chair) will ask that nominating ballots be distributed to each Director.
- B. Each Director receiving a vote is nominated for that office.
- C. A nominating ballot cannot take the place of an electing ballot.
- D. Directors may nominate themselves for any Board office.
- E. Nominees must verbally indicate their willingness to serve before the electing ballot is distributed.
- F. The Chair will announce the names of the nominees and the number of nominations each received prior to the distribution of electing ballots.

2.2.3 The Electing Ballot

- A. A nominee is considered "elected" if he/she receives a plurality of the votes cast.
- B. Balloting should be repeated as many times as necessary to obtain a plurality vote for one candidate. The nominee receiving the lowest number of votes is never removed from the next ballot.
- C. If a stalemate persists, the rules may be suspended in order to consider alternatives such as eliminating the candidate with the lowest number of votes. The motion to suspend the rules is not debatable and requires a 2/3 vote to pass.

SECTION 3 - BOARD MEETINGS (updated 5/24/2016)

2.3.1 Rules of Order for Agenda Preparation (adopted 6/3/2014)

- A. Items for agenda consideration are submitted to the President and CEO (or the respective designee) by 12pm (noon) six (6) business days prior to the date of the Board meeting.
 - 1. Exhibits submitted by Directors must include any background materials, recommended action, and rationale required for an understanding of the issue.
 - 2. Directors may request that the President place items on a Board meeting agenda at any time. If the deadline for agenda preparation is not met, the item will be placed on the next Board meeting agenda.
- B. A proposed meeting agenda is developed by the Board President and CEO by close of business four (4) business days prior to the Board meeting. The proposed agenda is distributed to Directors

either via email and/or by placing the document(s) within online Board files.

- C. Two (2) business days prior to the Board meeting the proposed agenda will be sent to the Board, posted on the GVR website, and via an eBlast sent to members.
- D. Directors vote to approve the agenda at the Board meeting. The agenda may be amended by a two-thirds (2/3) vote of Directors present.
- E. A Regular Board meeting agenda will include a Consent Agenda; a Consent Agenda is a meeting practice which packages routine Committee reports, Board meeting minutes, and other non-controversial items not requiring discussion or independent action as one agenda item.
- F. The agenda shall be made available to GVR Members on the GVR website and at the Board meeting in hard copy.

2.3.2 Protocol and Conduct for Board Meetings (updated 5/24/2016)

- A. Board meetings shall be announced in all available electronic and print media and are open to the general membership.
- B. Board Special Meetings may be called by the President or the Vice President, due to special circumstances or at the request of any two (2) Directors. Directors will be given two (2) days written notification of any Special Meeting. An agenda will be provided once the meeting is set.
- C. Meetings shall be conducted under the latest edition of Robert's Rules of Order, Newly Revised, unless otherwise determined by the Board.
- D. Board meetings shall be held at least quarterly, at a place and time determined by the Board.
- E. The Board will use the following small Board protocol during Board meetings:
 - 1. Directors do not have to stand, but should be recognized by the President to speak or make motions.
 - 2. Motions must be seconded.
 - 3. Each Director may speak for no more than ten (10) minutes per topic.
 - 4. Informal discussion is allowed on non-motion topics.
 - 5. Votes will be taken by a show of hands or a roll-call vote.
 - 6. To vote on a subject, a formal motion must be made.
 - 7. The President need not stand when putting items to a vote.
 - 8. The President may debate, make motions and vote.
- F. GVR Members shall be permitted to address the Presiding Board Officer to provide input, subject to the following protocols:
 - 1. Member comments shall be addressed to the Presiding Officer and shall not address the actions of one or more individual Directors.

2. No member may speak until recognized by the Presiding Officer. No member may interrupt another member while he/she is speaking.
 3. Members shall act in a courteous and civil manner.
 4. A member must identify himself/herself by name and provide their GVR number or GVR property address prior to addressing the Presiding Officer.
 5. Members are encouraged to provide written comments in addition to verbal remarks.
 6. Members may speak to action items being considered at each regular or special session of the Board after all Directors have had an opportunity to speak to the issue and for no more than one (1) minute, unless additional time is allotted by the Presiding Officer.
 7. Members may speak for no more than two (2) minutes on any GVR-related issue prior to adjournment of each regular or special session of the Board, unless additional time is allotted by the Presiding Officer.
 8. If the President or Presiding Officer shall determine in his/her sole discretion that a member's conduct violates one or more rules of proper protocol for receiving member comments at Board meetings, the Presiding Officer may require the member to leave the meeting or move to recess or adjourn the meeting.
- G. Board meetings shall not be adjourned until all agenda items have been considered, except by a two-thirds (2/3) affirmative vote of the Directors in attendance.

2.3.3 Minutes of Board Meetings (updated 9/25/2018)

- A. The CEO's designee shall take minutes at regular, annual and special Board meetings.
- B. Minutes shall be retained with other corporate documents in a secure location.
- C. Recordings of all open Board meetings shall be made and kept under the custody of the CEO's designee in the Administrative Offices until the minutes have been approved.
- D. Minutes of the Board meetings will list the names of voting Directors in the minority of each vote as well as any Director abstaining from said vote. The person providing the second will not be named in the minutes. Minutes of Board meetings shall contain summaries of the actions taken at the meeting. Committee reports which are "informational only" will not be summarized in the minutes. These reports will be noted "received and placed on file." Member comments are not part of the minutes. DRAFT Board minutes shall be posted to the website as "not yet approved" prior to formal approval by the Board of Directors.

SECTION 4 - CODE OF CONDUCT

2.4.1 Board Code of Conduct (updated 8/26/2020)

- A. The GVR Board commits itself and its members to ethical, effective and businesslike conduct, and to that end, Directors must abide by the following:
1. Directors must act in the best interests of GVR without self-interest or personal bias for or against any individual or group of individuals.
 2. Directors must conduct themselves in a courteous, professional and businesslike manner at meetings and in their personal interactions with each other, GVR Members and staff.
 3. Directors may not accept any gifts or personal benefits, present or future, which could compromise, or give the appearance of compromising, their independence of judgment. Directors must disclose, in an open meeting, any actual or potential conflicts of interest, including, but not limited to, any personal or professional relationship with a company or individual seeking a business relationship with GVR, and shall not participate in any discussions or votes regarding such matters.
 4. Directors must be properly prepared for Board and Committee meetings, having read all relevant background material provided for same.
 5. Except as expressly authorized by the Board, Directors shall not attempt to exercise individual authority over GVR matters by doing any of the following:
 - a. Interfering with the duties of GVR staff or contractors or giving direction to any GVR employee or contractor.
 - b. Communicating with the press concerning a GVR matter for or on behalf of GVR.
 - c. Communicating with GVR Members in violation of the Email Policy set forth in the CPM.
 - d. Directors must not disclose confidential information addressed in an Executive Session or in a communication with legal counsel without the express authorization of the Board.
 - e. Directors must be respectful of differing opinions of fellow Directors. Directors are expected to support duly-adopted Board decisions despite any personal disagreement therewith.
 6. Directors are prohibited from engaging in the following conduct which shall be deemed outside of the scope of their duties as Directors for purposes of indemnification:

- a. Making a verbal or written statement (on social media or otherwise) that is defamatory of any GVR Director, employee, contractor or member; or
- b. Harassing, threatening or attempting to intimidate a GVR Director, employee, contractor or member.

2.4.2 Code Enforcement Procedures

- A. In order to ensure compliance with the GVR Board Code of Conduct (Code), the Code will be enforced as follows:
 1. An allegation of a Code violation shall be presented to the Board President who shall then call and be in charge of all proceedings to investigate the allegation. If the allegation is against the President or the President is not able to accept such responsibility, then the allegation shall be presented to the Vice President, and if the Vice President is unable to perform such duty, to the Secretary.
 2. Because allegations of Code violations are considered to be a personnel issue, all Board proceedings to investigate the allegation shall be conducted in Executive Session. The Executive Session shall be called as soon as possible to ensure that the allegation is resolved prior to any meeting in which the Board will conduct other business in order to avoid any appearance of impropriety.
 3. Any Director against whom an allegation is made has the right to attend the Executive Session and present his/her defense; provided, however, that he/she may not be present or participate in any discussion and/or votes regarding the alleged violation. If the accused Director refuses to attend the Executive Session called to discuss the alleged violation, the Director will have waived his/her right to present a defense to the allegation. A finding of a Code violation requires the affirmative vote of at least two-thirds (2/3) of the Directors at the Executive Session.
 4. If a Director is found to be in violation of the Code, the Directors, by a majority vote at that same meeting, shall determine which, if any, of the following sanctions to impose:
 - a. Written admonishment;
 - b. Removal from office per A.R.S. §10-3843(B);
 - c. Public censure (in an open meeting);
 - d. Request for Director's resignation; and/or
 - e. Election to recall Director.

SECTION 5 - MISCELLANEOUS

2.5.1 Use of Legal Counsel (updated 5/22/2019)

- A. The President or Vice-President shall make initial contact with GVR's Legal Counsel on all Board and Board Committee matters when needed. Committee Chairs needing a legal opinion shall provide the question(s) to the President or Vice-President and shall not contact the attorney directly.
- B. GVR contracts, Bylaw changes and all similar documents shall be submitted to legal counsel for review and comment prior to approval by the Board.
- C. The President may assign the CEO to make contact with GVR's Legal Counsel, as needed.
- D. The CEO shall make the initial legal contact, when needed, on GVR operational matters.

	A	B	C	D	E	F	G	H	I	J	K
1	STAFF RECOMMENDATIONS FOR CPM										
2											
3	Date 2022		CPM		Topic		Discussion		Decision		Priority
4			Part 2 Board of Directors: Section 1 - 2.1.1.A		"The Board is responsible for governing in a manner that emphasizes strategic leadership rather than administrative detail."—						
5			Part 2 Board of Directors: Section 1 - 2.1.1.A.4		"Focus on the intended long-term goals of the organization not on the administrative or programmatic means of attaining these goals."—						
6			Part 2 Board of Directors: Section 1 - 2.1.2.B.4		"...Prior to annual retreats." There are no annual retreats - maybe Orientation.						
7			Part 2 Board of Directors: Section 1 - 2.1.2.C		No longer happening.						
8			Part 2 Board of Directors: Section 2 - 2.2.2.C and 2.2.3.A		2.2.3.A is in contradiction to 2.2.2.C - this came up at this year's election.						
9			Part 2 Board of Directors: Section 3 - 2.3.1.B and C		This is redundant and needs to be rewritten.						
10			Part 2 Board of Directors: Section 3 - 2.3.1.D		2.3.1.D possible change to simple majority vs. 2/3 vote of Directors.		Check Bylaws on this one.				
11			Part 2 Board of Directors: Section 3 - 2.3.2.A		Add "GVR" in front of available electronic.						
12			Part 2 Board of Directors: Section 3 - 2.3.2.E.1 and 3		Change member to Director.						
13			Part 2 Board of Directors: Section 3 - 2.3.2.E.8		The President may debate, make motions and vote. Possibly make it definitive - the President will vote.						

	A	B	C	D	E	F	G	H	I	J	K
14			Part 2 Board of Directors: Section 3 - 2.3.2.F.7		Allow members to speak near the beginning of the meeting and prior to adjournment. Change.						
15			Part 2 Board of Directors: Section 3 - 2.3.3.C	Add Video Policy here.							
16			Part 2 Board of Directors: Section 3 - 2.3.3.D	Remove last sentence: "DRAFT Board minutes shall be posted to the website as "not yet approed" prior to formal approval by the Board of Directors."							

	M	N	O	P	Q	R	S	T	U	V	W
1	Board Recommendations for CPM										
2											
3	Date 2022	CPM	Topic	Discussion	Decision	Priority					
4		Part 2 Board of Directors: Section 1 - 2.1.1.A.6 Page 14	Remove "speak with one voice" - could be clarified to "speak with one voice to the CEO."								
5		Part 2 Board of Directors: Section 1 - 2.1.3.C Page 15	Change to "...the N&E Committee shall manage a policy and procedure by which all members in good standing are given the opportunity to apply for the vacant position."								
6		Part 2 Board of Directors: Section 3 - 2.3.1.A Page 16	Change from 6 business days to 5 or 4 business days since the agenda is not developed until 3 business days before the meeting. An agenda item could come out of the work session which is scheduled 5 business days before the regular meeting.								
7		Part 2 Board of Directors: Section 3 - 2.3.1.A.2 Page 17	Add "and the agenda is full or supporting materials are not available in time for publication of the meeting book" after "If the deadline for agenda preparation is not met"								
8		Part 2 Board of Directors: Section 3 - 2.3.3.C Page 18	Add Video Policy here.								
9		Part 2 Board of Directors: Section 3 - 2.3.3.D Page 18	Ask Administration to propose a way for committee reports and members comments be made easily accessible.								
10			Have a log made for all member comments at board meetings and responses be given to members when possible.								
11		Part 2 Board of Directors: Section 4 - 2.4.1 Page 19	Return the Board Code of Conduct to earlier version than August 2020 with the only exception being that directors may discuss issues in which they may have a conflict but must recuse themselves from voting where a conflict or the appearance of a conflict exists.								
12		Part 2 Board of Directors: Section 4 - 2.4.2.A.3 Page 20	Add the phrase "should be given a written statement of the accusation at least 2 days before the meeting."								
13		Part 2 Board of Directors: Section 4 - 2.4.2.A.4.b Page 28	Add the word Board before office.								

	M	N	O	P	Q	R	S	T	U	V	W
14			Part 2 Board of Directors: Section 5 - 2.5.1 Page 21		Change language to this: "The CEO is responsible for hiring all outside experts/advisors including legal counsel and coordinating their activities. 1) If the CEO is not available and the appropriate staff has not been delegated the responsibility, the Board President or Vice Prisdent can contact legal counsel. 2) The CEO should take responsibility for ensuring legal copliance of contracts and governing documents. 3) If a director or committee chair has a legal question or concern, it should be presented to the CEO so he can make a determination if the question needs to be reviewed by counsel before being presented to the board for approval. 4) The only exception to this is if there is a contractual issue between the CEO and board. In that case, with the approval of the board, the President can hire and consult with legal counsel and bring input back to the Board." Add "and committee chairs" be added after "director "						

SECTION 2 - BOARD AFFAIRS COMMITTEE

3.2.1 Duties and Responsibilities

- A. Recommend modifications in organizational policies and governing values to help guide the Board in achieving its strategic goals. Assist the Board in effectively carrying out its governing functions in such a manner so as to clearly delineate the roles and responsibilities between governance and management.
- B. Review and recommend revisions, when appropriate, to the governing documents of the Corporation.
- C. Endeavor to maintain a community link with residents of the greater Green Valley community.
- D. Review and recommend Board action on group applications for GVR "Club Status."
- E. Where appropriate, recommend modification to GVR club policies, in keeping with the best interest of the Corporation.
- F. Review the Articles of Incorporation, the Corporate Policy Manual, and the Bylaws for updates and revisions. Changes may be editorial, necessary for continuity between governing documents, necessary due to changes made in Board or committee meetings, or proposed by member input.
- G. Forward all proposed revisions to the Articles of Incorporation and Bylaws to legal counsel for opinion, including the effect on tax-exempt status. After consultation, the specific wording of the recommended modifications shall be forwarded to the Board for their review and appropriate action.
- H. Develop pro and/or con statements for ballot proposals being submitted to the membership for a vote. GVR members are strongly encouraged to present their positions to the committee for consideration, and possible inclusion, in the pro and con statements.
- I. Meet with Club officers to adjudicate any disputes concerning the Annual Club Agreement.
- J. If a committee wishes to make changes to the Corporate Policy Manual (CPM):
 1. The committee will provide a paragraph stating the purpose and goal of the proposed changes to the Board Affairs Committee (BAC).
 2. If the BAC approves the purpose and intent, BAC will forward to GVR's legal counsel to draft changes.
 3. The draft changes will be presented to BAC and the committee submitting the request.
 4. If approved by both the BAC and the committee, the draft will be forwarded as a recommendation to GVR Board of Directors for approval.