



## AGENDA

### BOARD OF DIRECTORS REGULAR MEETING

Wednesday, January 28, 2026 - 2pm

West Center Auditorium / Zoom

\*Code of Conduct

**Directors:** Kathi Bachelor (President), Candy English (Vice President), Beth Dingman (Secretary), Nellie Johnson (Treasurer), Bart Hillyer (Assistant Secretary), Steve Reynolds (Assistant Treasurer), Dave Barker, Marge Garneau, Bev Lawless, Lanny Smith, Jodie Walker, Scott Somers (non-voting)

#### AGENDA TOPIC

##### 1. Call to Order / Roll Call – Establish Quorum

##### 2. Amend/Adopt Agenda

##### 3. Presentation

A. Quarterly Financial Report (Webster)

##### 4. President's Report

##### 5. CEO Report

##### 6. Committee Reports

A. Audit - Lawless

B. Board Affairs - English

C. Fiscal Affairs - Johnson

D. Investments - Smith

E. Nominations & Elections - Dingman

F. Planning & Evaluation – Reynolds (Committee has completed its work and no report needed)

**7. Consent Agenda –** Consent Agenda items are routine items of business that are collectively presented for approval through a single motion. A Board member may request that an item be pulled from the Consent Agenda and placed under Action Items for separate discussion and action.

A. Minutes:

- 1) BOD Regular Meeting Minutes: October 22, 2025
- 2) BOD Regular Meeting Minutes: November 19, 2025
- 3) BOD Special Meeting Minutes: January 14, 2026
- 4) BOD Work Session Minutes: January 14, 2026

B. Financial Statements:

- 1) November and December Financials

##### 8. Action Items

- A. Approve Board Affairs Committee Recommended 2026 Ballot and Bylaw Amendment Rationales (English)
- B. Tentative - Approve MOU Between GVR and GVR Foundation on a Capital Campaign (President)
- C. Approve a New Dance Club (Kindred)
- D. Investment Committee Recommendation Regarding the MRR-B Pool Fund (Smith)
- E. CPM Discussion on Board Meeting and Minutes (President)

**9. Member Comments** - Please limit comments to two (2) minutes. Speakers are asked to provide their name and GVR member number. This time is for comments, not for questions and answers.

**10. Adjournment**



# **Quarterly Financial Summary**

## **4<sup>th</sup> Quarter 2025**

**Green Valley  
Recreation**

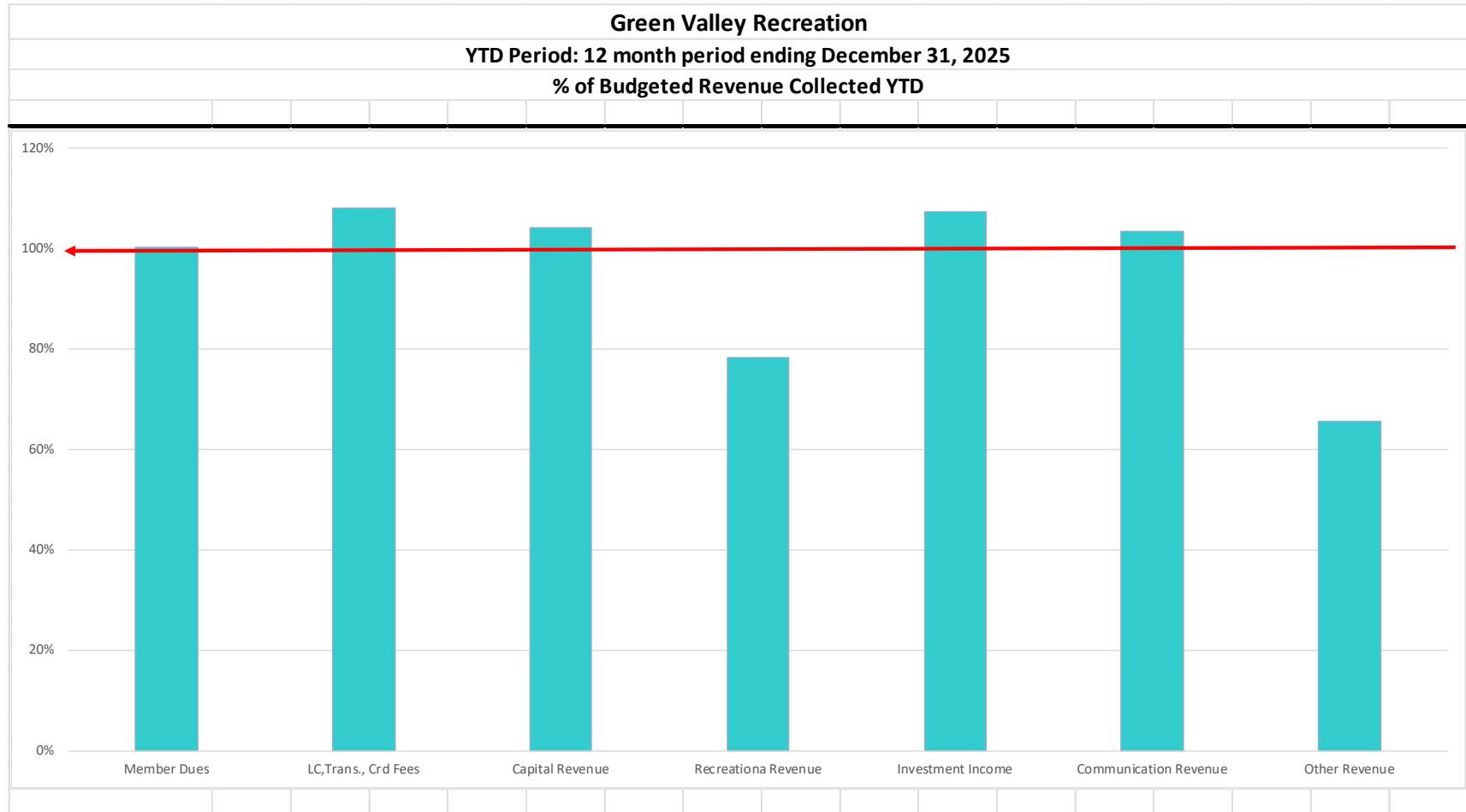
# Revenue Summary

Preliminary

January through December 2025

	2025 Annual Budget	January - December			% of Variance
		YTD Budget	Jan - Dec Actual		
<b>Revenue:</b>					
Member Dues	\$ 7,350,040	\$ 7,350,040	\$ 7,366,506	0.2%	More new Members than budgeted
LC,Trans., Crd Fees.	729,472	729,376	787,766	8.0%	Primarily more transfer fees than budgeted
Capital Revenue	2,724,900	2,724,900	2,835,806	4.1%	Collected 56 more homes sales than budgeted
Recreation	1,109,718	1,109,718	868,769	(21.7%)	Fewer Programs than budgeted (primarily concerts and tours)
Investment Income	435,000	435,000	466,619	7.3%	Better return on investments than budgeted
Communication	48,919	48,919	50,583	3.4%	Cell tower leases
Other Revenue	214,600	214,600	140,625	(34.5%)	Primarily less credit card fees than budgeted
<b>Total Revenue</b>	<b>12,612,649</b>	<b>12,612,553</b>	<b>12,516,674</b>	<b>(0.8%)</b>	

# Revenue Summary



# Expense Summary



Preliminary

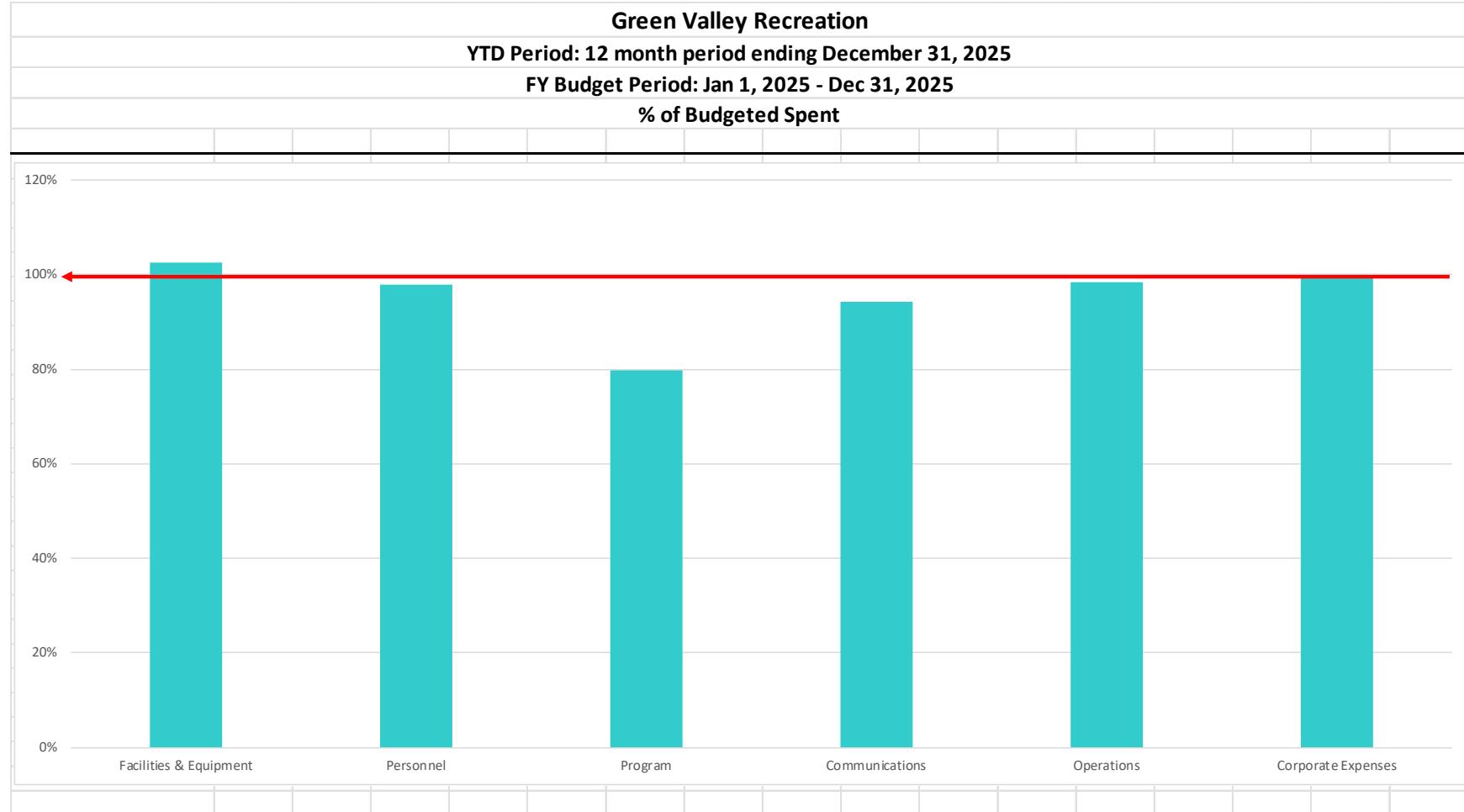
Summary of Revenue & Expenditures - Budget to Actual

For Fiscal Year Ending Dec 31, 2025

January through December 2025

	2025 Annual Budget	January - December			% of Variance
		YTD Budget	Jan - Dec Actual		
<b>Expenditures:</b>					
Facilities & Equipment NO DEPRECIATION	\$ 1,984,343	\$ 1,984,336	\$ 1,964,225	1.0%	Utilities under budget, Furniture & Equipment over budget
Personnel	5,813,616	5,813,526	5,695,435	2.0%	Wages under budget, medical & dental insurance over budget
Program	885,896	885,896	707,287	20.2%	Fewer Programs than budgeted (primarily concerts and tours)
Communications	224,900	224,900	212,108	5.7%	Advertising, printing, and phones under budget
Operations	692,800	692,800	682,599	1.5%	Supplies under budget
Corporate Expenses	815,978	815,978	816,516	(0.1%)	Commercial insurance over budget
<b>Total Expenditures</b>	<b>10,417,533</b>	<b>10,417,436</b>	<b>10,078,170</b>	<b>3.3%</b>	

# Expense Summary



# Surplus Summary

## Summary of Revenue & Expenditures - Budget to Actual

For Fiscal Year Ending Dec 31, 2025

January through December 2025



	2025 Annual Budget	January - December			% of Variance
		YTD Budget	Jan - Dec Actual		
<b>Revenue:</b>					
Member Dues	\$ 7,350,040	\$ 7,350,040	\$ 7,366,506	0.2%	More new Members than budgeted
LC,Trans., Crd Fees.	729,472	729,376	787,766	8.0%	Primarily more transfer fees than budgeted
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<b>Total Revenue</b>	<b>12,612,649</b>	<b>12,612,553</b>	<b>12,516,674</b>	<b>(0.8%)</b>	
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Corporate Expenses	815,978	815,978	816,516	(0.1%)	Commercial insurance over budget
<b>Total Expenditures</b>	<b>10,417,533</b>	<b>10,417,436</b>	<b>10,078,170</b>	<b>3.3%</b>	
<b>Excess Revenues Over Exp.</b>	<b>\$ 2,195,116</b>	<b>\$ 2,195,117</b>	<b>\$ 2,438,504</b>		
<b>Transfers and Adjustments:</b>					
Non Reserve Capital Projects	(22,486)	(22,486)	(36,489)		More non reserve capital projects than budgeted
Remove Income From Reserves	(278,400)	(278,400)	(327,945)		Better return on investments than budgeted
Reserve Funding Initiatives	(547,770)	(547,770)	(570,136)		Collected 56 more homes sales than budgeted
Reserve Funding MRR A & MRR-B	(1,620,460)	(1,620,460)	(1,620,460)		Funding of MRRA and MRRB on budget
MRR Expenses paid by Reserve	200,000	200,000	184,047		Non capital expenditures of MRR projects less than budgeted
Deduct Reserve Investment Exp.	74,000	74,000	80,549		Investment expenses more than budgeted
<b>Modified Accrual Basis Surplus</b>	<b>-</b>	<b>1</b>	<b>148,069</b>		

This report is not a GAAP compliant statement. Non cash adjustments such as Depreciation of Fixed Assets have been removed to establish a Modified Accrual report. The purpose of this report is to give a high level summary of GVRs performance for comparison to the Zero Surplus Budget goal for the fiscal year.

Preliminary

# Statement of Financial Position



		Green Valley Recreation, Inc		Preliminary	
		Statement of Financial Position			
		December 31, 2025			
		Current	Prior Year	Increase	
		December 31, 2025	December 31, 2024	(Decrease)	
<b>Assets</b>					
Total Operating Cash		5,684,212	4,659,070	1,025,142	22%
Accounts Receivable (net)		331,140	293,785	37,355	13%
Designated Investments		11,035,816	10,416,607	619,209	6%
Prepaid Expenses & Inventory		296,213	242,974	53,239	22%
<b>Total Current Assets</b>		<b>17,347,381</b>	<b>15,612,436</b>	<b>1,734,945</b>	<b>11%</b>
<b>Fixed Assets</b>					
Net Fixed Assets		23,355,286	22,470,375	884,911	4%
Oper. & Finance ROU		36,447	36,447		
<b>Total Assets</b>		<b>40,739,113</b>	<b>38,119,258</b>	<b>2,619,856</b>	<b>7%</b>
<b>Liabilities</b>					
Accounts Payables		419,655	384,710	34,945	9%
Deffered Dues & Fees		4,477,533	3,452,625	1,024,909	30%
Short Term Liabilities		174,633	480,120	(305,487)	(64%)
Long Term Liabilities		52,988	63,988	(11,000)	(17%)
<b>Total Liabilities</b>		<b>5,124,810</b>	<b>4,381,443</b>	<b>743,366</b>	<b>17%</b>
<b>Total Net Assets</b>		<b>35,614,304</b>	<b>33,737,815</b>	<b>1,876,489</b>	<b>6%</b>
<b>Net Assets</b>					
Board Designated Net Assets		11,035,021	10,416,607	618,414	6%
Unrestricted Net Assets		22,702,794	23,321,207	(618,413)	(3%)
Net Change Year-To-Date		1,876,489	-	1,876,489	
<b>Total Net Assets</b>		<b>35,614,304</b>	<b>33,737,814</b>	<b>1,876,490</b>	<b>5.56%</b>

# Investments Performance



Green Valley Recreation, Inc. Investments Performance January through December 2025							
Fund	January 1, 2025	December 31, 2025	RETURN ON INVESTMENT				
			Year To Date		One Year (12 months)		
Actual	Benchmark *	Actual	Benchmark *	Actual	Benchmark *		
Maintenance Repair & Replacement (Corient)	\$ 7,586,789	\$ 7,397,139	9.0%	10.1%	9.0%	10.1%	
MRR - Part B Pools and Spas (Corient)	\$ 1,200,643	\$ 1,697,677	11.5%	10.1%	11.5%	10.1%	
Initiatives (Corient)	\$ 993,706	\$ 1,366,960	4.9%	8.1%	4.9%	8.1%	
Emergency (Corient)	\$ 635,469	\$ 573,244	14.1%	15.7%	14.1%	15.7%	
<b>Total Designated Reserves</b>	<b>\$ 10,416,607</b>	<b>\$ 11,035,021</b>					
Operating Investment Fund Part A Short Term - JP Morgan	\$ 1,008,955	\$ 2,605,102	4.1%	4.0%	4.1%	4.0%	
Operating Investment Fund Part B Long Term - JP Morgan	\$ 1,008,091	\$ 1,609,852	9.3%	7.1%	9.3%	7.1%	
<b>Total Invested Operating Cash</b>	<b>\$ 2,017,046</b>	<b>\$ 4,214,954</b>					

# 2025 Financial Report



► **Thank You**



## MINUTES

### BOARD OF DIRECTORS MEETING

Wednesday, October 22, 2025 - 2pm  
West Center Auditorium / Zoom

**Directors:** Kathi Bachelor (President), Candy English (Vice President), Beth Dingman (Secretary), Nellie Johnson (Treasurer), Bart Hillyer (Assistant Secretary), Steve Reynolds (Assistant Treasurer), Dave Barker, Marge Garneau, Bev Lawless, Lanny Smith, Jodie Walker, Scott Somers (non-voting)

**Staff Present:** Steve Kindred (Recreation Program Director), Chris McNeely (HR Manager), Nanci Moyo (Administrative Supervisor), Howey Murray (Finance Manager), Antoinette Snow (Field Service Manager), David Webster (CFO), Natalie Whitman (COO), Kris Zubicki (Member Services Director)

**Visitors:** 50 Including support staff

#### AGENDA TOPIC

##### 1. Call to Order / Roll Call – Establish Quorum

The President being in the chair and the Secretary being present.

President Bachelor called the meeting to order at 2pm MST. Secretary Dingman called the roll; quorum established.

##### 2. Amend/Accept Agenda

**MOTION:** Director Bachelor moved, Director Garneau seconded to amend the Agenda to include the Staff Report to Secure an Architect for Abrego South Pool as Item B under Action Items; adjust other items to C and D; and add the Staff Report for Acceptance of 2024 990 Tax Return as Item E under Action Items.

**Passed:** 9 yes / 2 no (Johnson, Reynolds)

**MOTION:** Director Walker moved, Director Lawless seconded to Approve the amended Agenda.

**Passed:** unanimous

##### 3. Presentation

###### A. Quarterly Financial Report

CFO David Webster gave an overview of the Quarterly Financial Report. Highlights include:

- Overall report: slightly ahead of budget for the year.
- 2025 projections through the end of the year: an estimated small surplus of \$146,215.
- The Statement of Financial Position shows the total assets from September 2024 to September 2025 has grown \$1,527,098. Contributing factors: designated investments; pool fund; MRR-A fund; emergency fund; and Initiative fund.
- Investments are showing good returns, but slightly below the bench marks. GVR has a good, diversified investment policy.

#### **4. President Report**

- Thanked all the people in the HOAs that surrounded the South Abrego facility and the Volleyball club who attended the Work Session, Sit Down with Scott, and today's meeting to voice any concerns. Thank you, also, for the hand written letters to the Board.
- Thanked all members who attend the meeting on a regular basis.

#### **5. CEO Report**

- Lapidary expansion, at the West Center, drawings are near completion.
- Metal Shop expansion, east side of West Center, will be finished in about 4 – 6 weeks.
- Kiln Room at Desert Hills is being finalized soon.
- Rotary Club and GVR sponsored a successful Oktoberfest at the West Center.

#### **6. Committee Reports – Reports were received and put on file.**

- A. Audit
- B. Board Affairs
- C. Fiscal Affairs
- D. Investments
- E. Nominations & Elections
- F. Planning & Evaluation

#### **7. Consent Agenda**

**Director Johnson moved the Work Session Minutes of October 8, 2025, be moved from the Consent Agenda and moved to the Action Items.**

**MOTION: Director Walker moved, Director Dingman seconded to approve Consent Agenda.**

**Passed: unanimous**

A. Minutes:

- BOD Regular Meeting Minutes: September 24, 2025
- BOD Work Session Minutes: October 8, 2025 – move to an Action Item (F)

B. Financial Statements:

- September Financials

#### **8. Action Items**

A. Approval of the 2026 Budgets and Fee Schedule

CEO Scott Somers reviewed the 2026 Budget including goals; budget development process; FAC Revised and Recommended Budget; Plan B Alternative Budget; Recommended Fees and Dues; 5-Year Capital Plan; Recommended Total Budgets.

Options before the Board:

- 1) Adopt the Fiscal Affairs Committee (FAC) and Staff Revised Recommended 2026 Operating and Capital Budgets, the Five Capital Improvement Plan, and the 2026 Fee Schedule as presented or with amendments.
- 2) Adopt the "Plan B" 2026 Operating and Capital Budgets, the Five-Year Capital Improvement Plan, and the 2026 Fee Schedule as presented or with amendments.
- 3) Direct staff to conduct additional research and finalized adoption of the Operating and Capital Budgets no later than November 15, 2025, as prescribed the Corporate Policy Manual (CPM).

The staff recommendation is to adopt Option 2: Plan B.

**MOTION: Director Johnson moved, Director Reynolds seconded to move the adoption of Plan B for the 2026 Operating and Capital Budgets, the Five-year Capital Improvement**

**Plan and the 2026 Fee Schedule, with the South Abrego pool and the South Abrego Locker Room funds being in the budget as a placeholder pending further due diligence and review in the next 3 – 6 months.**

**MOTION TO AMEND:** Director Garneau moved, Director Bachelor seconded to adopt Plan B 2026 Operating and Capital Budgets, the Five-Year Capital Improvement Plan, and the 2026 Fee Schedule as presented.

**Motion to Amend Passed: 9 yes / 2 no (Johnson, Reynolds)**

**Amended Motion Passed: unanimous**

**Amended Motion: Adopt Plan B 2026 Operating and Capital Budgets, the Five-Year Capital Improvement Plan, and the 2026 Fee Schedule as presented.**

B. Secure Architect for the South Abrego Pool

**MOTION:** Director Bachelor moved, Director Walker seconded to direct staff to secure architectural services for pool and spa facilities at the Abrego South Center, with the understanding the Board will be given the opportunity to approve preliminary design concepts prior to developing 100% complete drawings, obtaining permits, and going out for construction bids.

**Passed: unanimous**

C. Approve N&E Recommendation of Record Date

**Motion:** Director Dingman moved, Director Walker seconded to approve January 28, 2026, as the Record Date to determine the eligible roster of voting members.

**Passed: unanimous**

D. FAC Recommended Corporate Policy Manual (CPM) Change to Part 6 Section 2, 6.2.6.A

**MOTION:** Director Johnson moved, Director Hillyer seconded to approve the addition to 6.2.6.A. "...as documented in a Memorandum of Understanding between the Board and the Club ."

**Passed: unanimous**

E. Acceptance of Form 990

**MOTION:** Director Lawless moved, Director Johnson seconded to accept the 990 Return of Organization Exempt from Income Tax for 2024 as presented.

**Passed: unanimous**

F. Work Session Minutes from October 8, 2025

**MOTION:** Director Johnson moved, Director Reynolds seconded to make these corrections to the Minutes:

1. Amend item 3 to read: - Staff presents the Recommended Fee Schedule, Operating Budget, and Capital budget. Insert: **Refer to the CEO's PowerPoint presentation in the supplemental budget information for the October Board Work Session.**
2. Amend paragraph on FAC's recommendation to read: increases wages by \$259,995 (5.9%) to fully implement ... to read: ..increased wages..and insert: **by an additional \$150,000 for a total increase of.. \$259,995**
3. Insert Section 4 to read: Fiscal Affairs Committee Chair Johnson added additional comments to the CEO's presentation on the FAC recommendations.

• **The CPM budget goals include a requirement that the Board include a three-year forecast as part of its budget document. Because of a drop in revenues due to declining home sales, and**

expenditure increases due to inflationary increases in the reserve funds there was a major revenue shortfall in the three-year forecast.

- From May- to September FAC and staff worked on the housing forecast model and agreed that the housing sales are not intended to recover due to a declining aging population, changing family structure resulting in fewer adult children available to purchase parents' home, and limited new developments in Green Valley, thus resulting in lower home sales in the future. It explored various revenue enhancement options for consideration during its meetings.
- The FAC operating budget recommendations strived for a balance between dues and the revenue enhancements. They recommended the member capital fee be eliminated in that impacted fewer members (94) . Dues were proposed to increase to \$545 or 2.8% in Cy 2026, with increases ranging from 3-5% in the three-year forecast.
- FAC noted the operating budget contribution for Reserve Reports for both the facilities (MMR-A ) and the pools (MRR-B) of which both are increasing over 7% to cover maintenance and replacement.
- FAC recommendation for the capital budget removed the Abrego South Pool \$2.4m due to limited funds within the MRR-B Pool fund to support its 13 pools, as well as least utilization compared to the other 12 pools. She noted FAC had reviewed the adequacy of these reserve funds at its November-January meetings, and the Board adopted the revised funding targets at its February 2025 meeting. Both reserve reports can be found on the GVR website.

4. Amend Discussion Points:

- Section 1: After the Membership Change fee Refund: add. **The loss of revenue was primarily offset by an increase in member dues.**
- Section 2: Amend to read: Replace Abrego pool, spa, and locker room and shower: General consensus of the Board was to keep the replacement of the pool, spa and locker room building in the budget (insert). **Funds are a placeholder pending further due diligence and review to be completed in the next 3 -6 months.**

**Passed: 8 yes / 1 no (Bachelor) / 2 abstain (Garneau, Hillyer)**

**9. Member Comments** – Member comments were made under Action Item 8.a.

**10. Adjournment**

**MOTION:** Director Hillyer moved, Director Walker seconded to adjourn the meeting at 4:15pm.

**Passed: unanimous**



## MINUTES

### BOARD OF DIRECTORS MEETING

Wednesday, November 19, 2025 - 2pm  
West Center Auditorium / Zoom

**Directors:** Kathi Bachelor (President), Candy English (Vice President), Beth Dingman (Secretary), Nellie Johnson (Treasurer), Bart Hillyer (left the meeting at 3:27pm) (Assistant Secretary), Steve Reynolds (Assistant Treasurer), Dave Barker, Marge Garneau (arrived 2:13pm), Bev Lawless, Lanny Smith, Jodie Walker, Scott Somers (non-voting)

**Staff Present:** Nanci Moyo (Administrative Supervisor), David Webster (CFO), Kris Zubicki (Member Services Director)

**Visitors:** 12

#### AGENDA TOPIC

##### 1. Call to Order / Roll Call – Establish Quorum

The President being in the chair and the Secretary being present.

President Bachelor called the meeting to order at 2:01pm MST. Secretary Dingman called the roll; quorum established.

##### 2. Amend/Accept Agenda

**MOTION:** Director Bachelor moved, Director Johnson seconded to amend the Agenda to pull the Minutes of October 22 and place in the Action Items as B and move the other items to C, D, and E.

**Passed:** unanimous

**MOTION:** Director Bachelor moved, Director Dingman second to approve the amended Agenda.

**Passed:** unanimous

##### 3. President Report

- Thanked the Members for attending the Board meeting.

##### 4. CEO Report

- Lapidary Club expansion project at the West Center is nearly at 100 percent design. Anticipated construction start date is January 2026.
- Metal Shop expansion project at West Center is almost complete. Anticipating a ribbon cutting for this project the first or second week in December.

##### 5. Committee Reports – Reports were given and placed on file.

A. Audit	Lawless
B. Board Affairs	English
C. Fiscal Affairs	Johnson
D. Investments	Smith
E. Nominations & Elections	Dingman
F. Planning & Evaluation	Reynolds

## 6. Consent Agenda

**MOTION:** Director Johnson moved, Director Smith seconded to approve Consent Agenda.

**Passed:** unanimous

A. Minutes:

- 1) ~~BOD Regular Meeting Minutes: October 22, 2025~~ – Pulled and moved to Item B in Action Items

B. Financial Statements:

- 1) October Financials

## 7. Action Items

A. Reconsideration of the Work Session Minutes of October 8, 2025, Vote

**MOTION:** Director Bachelor moved, Director Lawless seconded to rescind the motion adopted at the October 22, 2025, meeting, to approve the Work Session minutes with amendments for October 8, 2025.

**Passed:** 9 yes / 2 no (Johnson, Reynolds)

**MOTION:** Director Bachelor moved, Director Dingman seconded to approve the Minutes of October 8, 2025, as presented in the November 19, 2025, Meeting Book.

**Passed:** 9 yes / 2 no (Johnson, Reynolds)

B. Review the Minutes of October 22, 2025 from the Consent Agenda

**MOTION:** Director Bachelor moved, Director English seconded to pull the October 22, 2025, Minutes and discuss at the next regular scheduled meeting in January.

**Passed:** unanimous

C. Board Affairs Committee Recommends Guest Pass Policy Changes to the Corporate Policy Manual

**MOTION:** Director Hillyer moved, Director Walker seconded to approve the recommended changes for CPM 1.2.2 Guest Policy as drafted or as drafted but limit persons using the Annual Guest Pass or Annual 30-day punch card to two instead of one to allow for use by two people.

**Failed:** 5 yes (Barker, Dingman, Garneau, Hillyer, Walker) / 6 no

**MOTION:** Director English moved, Director Johnson seconded to approve the recommended changes for CPM 1.2.2 Guest Policy with these changes in red:

B. GVR Members, Assigned Members, Life Care Members and CRCF Residents may purchase one (1) annual guest card (as defined and limited per the Board approved Fee Schedule) which allows for ~~four~~ one (41) adults per visit ~~with unlimited visits~~.

Annual guest cards are valid for one (1) year from the date of purchase. ~~through the end of the calendar year and fees are not prorated~~. No more than one (1) annual guest card may be purchased by a GVR Member regardless of the number of properties owned and may not be purchased for tenant-occupied properties.

C. GVR Members, Assigned Members, Life Care Members, CRCF Residents, and Tenants may purchase daily, ~~or weekly~~, guest cards which allow for ~~four~~ one (41) adults on a specific day or days.

F. Replacement of a lost or damaged ~~annual~~ guest card must be obtained at a customer service office for a fee established by the Board. Lost cards will be deactivated to prevent future use of the card. Damaged cards must be returned to a customer service office before a replacement card will be issued.

G. Guest cards are required for all general facility use and club activities. However, guest cards are not required for ticketed GVR events. ~~where guests pay a higher ticket price than the member price.~~

**Passed: 6 yes / 5 no (Barker, Dingman, Garneau, Hillyer, Walker)**

D. Request Funding Agreement for MAP from GVR Foundation

**MOTION: Director Johnson moved, Director Dingman seconded to approve submitting a grant request for \$25,000 per year for three years, ending December 31, 2028.**

**Passed: unanimous**

E. Ad Hoc Committee GVR and GVR Foundation One-Year Extension to Pursue Capital Campaign for a MAP Endowment

**MOTION: Director Bachelor moved, Director Dingman seconded to approve the duties and responsibilities, along with a deadline for its completion, of November 2026, of an Ad Hoc Committee with the GVR Board and GVR Foundation, and provide an informational report to the Board at the November 2026 Regular Meeting.**

**Passed: 9 yes / 1 no (Garneau)**

8. Member Comments – 0

9. Adjournment

**MOTION: Director Smith moved, Director English seconded to adjourn the meeting at 3:40pm.**

**Passed: unanimous**



## MINUTES

### BOARD OF DIRECTORS SPECIAL MEETING

Wednesday, January 14, 2026 – 2pm

West Center Auditorium / Zoom

\*Code of Conduct

**Directors:** Kathi Bachelor (President), Candy English (Vice President), Beth Dingman (Secretary), Nellie Johnson (Treasurer), Bart Hillyer (Assistant Secretary), Steve Reynolds (Assistant Treasurer), Dave Barker, Marge Garneau, Bev Lawless, Lanny Smith, Jodie Walker, Scott Somers (non-voting)

**Visitors:** 112

#### AGENDA TOPIC

##### 1. Call to Order / Roll Call – Establish Quorum

The President being in the chair and the Secretary being present.

President Bachelor called the meeting to order at 2pm MST. Secretary Dingman called the roll; quorum established.

##### 2. Adopt or Amend Agenda

**MOTION:** Director Johnson moved, Director Walker seconded to approve the Agenda.

**Passed:** unanimous

##### 3. Action Items

###### A. Guest Pass Policy

CEO Scott Somers reviewed the Guest Pass policy and gave an overview of the reason for the change in the policy to one person per Annual Guest card. One of the key reasons for the change was for better enforcement with every guest having one card. Due to feedback from members staff recommendation is to allow two persons to utilize one guest pass. There will also be weekly and daily guest passes available.

The Board held a discussion on many possibilities. Audience members were invited to voice their opinions.

**MOTION:** Director Lawless moved, Director Johnson seconded to change the daily pass to one guest per day at \$5 per day; the weekly pass is one guest per week at \$15 per week; and the annual guest pass allow two guests per card for a cost of \$85.

**MOTION TO AMEND:** Director Hillyer moved, Director Garneau seconded to amend the motion to change the policy to one annual guest pass to admit up to four adults.

**Passed:** 6 yes / 5 no (Bachelor, Johnson, Lawless, Reynolds, Smith)

**MOTION TO AMEND:** Director Lawless moved, Director Johnson seconded to amend the amended motion to change the daily guest pass to \$5 for one guest per day and weekly to \$15 for one guest per day, and amend annual guest pass for two guests that can be renewed for one time for 30 days.

Failed: 2 yes (Johnson, Lawless) / 9 no

**Amended Motion Passed: 10 yes / 1 no (Bachelor)**

*Amended Motion: Change the daily pass to one guest per day at \$5 per day; the weekly pass is one guest per week at \$15 per week; and the annual guest pass allow four guests per card for a cost of \$85.*

**MOTION:** Director Garneau moved, Director Walker seconded to allow on the Annual Guest Pass 60 days for \$85.

Passed: 8 yes / 3 no (Bachelor, Johnson, Reynolds)

A request was made to follow up in a year to see if the abuse of the cards has changed.

**4. Member Comments – 22**

**5. Adjournment**

**MOTION:** Director Walker moved, Director Hillyer seconded to adjourn the meeting at 3:43pm..

Passed: unanimous



## MINUTES

### BOARD OF DIRECTORS WORK SESSION

Wednesday, January 14, 2026, Following Special Meeting  
WC Room 2 / Zoom

**Directors Present:** Kathi Bachelor (President), Candy English (Vice President), Beth Dingman (Secretary), Nellie Johnson (Treasurer), Bart Hillyer (Assistant Secretary), Steve Reynolds (Assistant Treasurer), Dave Barker left at 4:38pm, Marge Garneau left at 4:14pm, Bev Lawless, Lanny Smith, Jodie Walker, Scott Somers (non-voting)

**Staff Present:** Nanci Moyo (Administrative Supervisor), David Webster (CFO), Natalie Whitman (COO), Kris Zubicki (Member Services Director)

**Visitors:** 0

#### AGENDA TOPIC

##### **1. Call to Order / Roll Call**

Work Session Called to Order at 4:04pm by President Bachelor. Secretary Dingman called the roll.

##### **2. Amend / Approve Agenda**

**MOTION:** Director Garneau moved, Director Barker seconded to reschedule the Work Session to another day.

Failed due to tie: 5 yes / 5 no

**MOTION:** Director Johnson moved, Director Dingman seconded to approve the Agenda.

**Passed:** unanimous

##### **3. Strategic Plan for 2027 – 2031**

CEO Scott Somers shared the Board will need to determine the process and tentative timeline for developing the next Strategic Plan. The primary question is whether the Board would want to sole-source the contract or issue an RFP, with specific invitations to Zelos and BridgeGroup to submit proposals. Staff recommendation is to issue an RFP. The RFP can be issued without a Board vote, after the Board interviews consultants, staff will bring a recommendation to the Board for a consultant for a Board vote, and authorize the President to sign the contract. The consensus of the Board is to move ahead with the RFP.

##### **4. Corporate Policy Manual (CPM) Changes on Board Meetings and Minutes**

Discussion followed with these changes:

- 2.3.1.D Board Meetings – staff recommendation is to remove Board on D to read Types of Meetings.
- 2.3.1.D.5 Tentative Calendar – staff recommends no changes to keep the calendar fluid, along with precedent has been given to the CEO and President to determine the

need for meetings, and with the emphasis on the word tentative. Director Johnson states the need for a vote by the Board for any changes to the calendar per Robert's Rules of Order. If there is not a meeting to hold a vote, an unanimous consent can be done through email. This needs to be added to the CPM regarding cancelling a meeting, otherwise Robert's Rules of Order needs to be followed.

- 2.3.1.F. Staff recommends adding "or addition" and replace "removed" to "change." – staff change add or addition and change.
- 2.3.1.G.1 Staff recommends to strike out "during the Amend/Approve Agenda item on the agenda." Add "before Motion of the Consent Agenda."
- 2.3.2.B.7 Staff recommends removing "prior to the Consent Agenda."
- 2.3.3.C Director Johnson suggested leaving this as is and not making her suggested change.
- 2.3.3.F Staff recommends changing F to add "as a Revised Agenda with a \* indicating the additions, deletions, or changes." Also add in last sentence after "hard copy" add "and updated on the GVR website."
- 2.3.4.C Staff recommends to add before Committee reports sentence, "Minutes from Work Sessions shall include highlights of discussions."

~~5. Discussion on MOU Between GVR and GVR Foundation~~ Moved to January 28, Regular Meeting of the Board.

~~6. Payment Plan for Voluntary Deed Restriction~~ Moved to February 18, Work Session

## **7. Member Comments**

### **Adjournment**

**MOTION:** Director Dingman moved, Director Hillyer seconded to Adjourn the meeting and move 5 Discussion on MOU Between GVR and GVR Foundation to the Regular Board Meeting, January 28, and 6 Payment Plan for Voluntary Deed Restriction to the Work Session to February 18.

**Passed:** unanimous



Green Valley Recreation, Inc.

## Board of Directors Meeting

### November 2025 Financial Highlights

Prepared By: David Webster, CFO

Meeting Date:

Presented By: David Webster, CFO

Consent Agenda: N/A

**Originating Committee / Department:**

Administration

**Strategic Plan Goal:**

Goal 4: Cultivate and maintain a sound financial base that generates good value for our members

**Background Justification:**

The Board has requested a separate staff report stating the highlights for each month.

**Key Points/Highlights for November 2025:**

1. Statement of Financial Position
  - a. Operating Cash decrease for November \$331,397
  - b. Designated Funds Cash increase for November \$81,558
  - c. Net Assets Increase Year to Date November \$1,791,584
2. Statement of Financial Activities
  - a. YTD revenue under budget (unfavorable) 2.5% or \$285,954
  - b. YTD expenses under budget (favorable) 3.2% or \$339,354
  - c. November unrealized gains on investments \$84,348, YTD gains \$854,211
  - d. November MCF fees under budget (unfavorable) 59 actual compared to 63 budgeted
  - e. YTD utilities are 7% under budget (favorable) or \$885,239 actual vs a budget of \$950,641
  - f. GVR personnel under budget (favorable) by 3% YTD or \$153,297
  - g. Recreation revenue under budget(unfavorable) by \$262,248
  - h. Recreation Program expenses are under budget (favorable) by \$197,754



**Green Valley Recreation, Inc.**  
**Statement of Financial Position**  
As of Date: November 30, 2025 and Dec 31, 2024

	<b>November 30, 2025</b>	<b>Dec 31, 2024</b>
	<b>Total</b>	<b>Total</b>
<b>ASSETS</b>		
<b>Current Assets</b>		
Cash/Cash Equivalents	333,397	2,642,024
Accounts Receivable	358,025	293,785
Prepaid Expenses	324,843	242,974
Maintenance Inventory	21,927	-
Designated Investments (Charles S./SBH)		
Emergency - Fund	571,424 <span style="color: red;">(1)</span>	635,469 <span style="color: red;">(18)</span>
MRR - Fund	7,423,529 <span style="color: red;">(2)</span>	7,586,789 <span style="color: red;">(19)</span>
Initiatives - Fund	1,353,553 <span style="color: red;">(3)</span>	993,706 <span style="color: red;">(20)</span>
Pools & Spas - Fund	1,693,595 <span style="color: red;">(4)</span>	1,200,643 <span style="color: red;">(21)</span>
Total Designated Investments (CS/SBH)	11,042,101 <span style="color: red;">(5)</span>	10,416,607 <span style="color: red;">(22)</span>
Undesignated Invest. (JP Morgan Long Term)	1,413,053 <span style="color: red;">(6)</span>	1,008,091 <span style="color: red;">(23)</span>
Undesignated Invest. (JP Morgan) Investments	5,069 <span style="color: red;">(7)</span>	1,008,955 <span style="color: red;">(24)</span>
Total Current Assets	<u>12,460,224 <span style="color: red;">(8)</span></u>	<u>12,433,653 <span style="color: red;">(25)</span></u>
	<u>13,498,416</u>	<u>15,612,436</u>
<b>Fixed Assets</b>		
Contributed Fixed Assets	18,017,085	18,017,085
Purchased fixed Assets	35,374,098	33,209,334
Sub-Total	53,391,182	51,226,419
Less - Accumulated Depreciation	(29,974,895)	(28,756,044)
Net Fixed Assets	<u>23,416,288 <span style="color: red;">(9)</span></u>	<u>22,470,375 <span style="color: red;">(26)</span></u>
Operating Lease ROU, Net of Accum. Amortization	-	-
Finance Lease ROU, Net of Accum. Amortization	36,447	36,447
Total Assets	<u>36,951,151</u>	<u>38,119,258</u>
<b>LIABILITIES</b>		
<b>Current Liabilities</b>		
Accounts Payable	336,145	384,710
Deferred Dues Fees & Programs	664,870	3,452,625
Accrued Payroll	189,683	247,487
Compensation Liability	-	-
MCF Refund Liability	144,100	195,000
In-Kind Lease Liability -Current	333	4,000
Operating ROU Liability - Current	-	-
Financing ROU Liability - Current	33,633	33,633
Total Current Liabilities	<u>1,368,764</u>	<u>4,317,455</u>
In-Kind Lease Liability - LT	42,667	42,667
Notes Payable	-	11,000
Financing ROU Liability - LT	10,321	10,321
Total Long Term Liabilities	<u>52,988</u>	<u>63,988</u>
<b>TOTAL NET ASSETS</b>	<u>35,529,398 <span style="color: red;">(10)</span></u>	<u>33,737,815 <span style="color: red;">(27)</span></u>
<b>NET ASSETS</b>		
Temporarily Designated:		
Board Designated:		
Emergency	571,424 <span style="color: red;">(11)</span>	635,469 <span style="color: red;">(28)</span>
Maint - Repair - Replacement	7,425,359 <span style="color: red;">(12)</span>	7,586,789 <span style="color: red;">(29)</span>
Initiatives	1,353,477 <span style="color: red;">(13)</span>	993,706 <span style="color: red;">(30)</span>
Pools & Spas	1,693,595 <span style="color: red;">(14)</span>	1,200,643 <span style="color: red;">(31)</span>
Sub-Total	<u>11,043,854 <span style="color: red;">(15)</span></u>	<u>10,416,607</u>
Unrestricted Net Assets	22,693,960	23,321,207
Net change Year-to-Date	1,791,584 <span style="color: red;">(16)</span>	-
Unrestricted Net Assets	<u>24,485,544 <span style="color: red;">(17)</span></u>	<u>23,321,207</u>
<b>TOTAL NET ASSETS</b>	<u>35,529,398</u>	<u>33,737,815</u>



# Green Valley Recreation, Inc.

## Summary Statement of Activities

**YTD Period: 11 month period ending November 30, 2025**

**FY Budget Period: Jan 1, 2025 - Dec 31, 2025**

	PRIOR YEAR COMPARISON			%	BUDGET COMPARISON			Fiscal Year Budget	Remaining FY Budget
	2024 YTD	2025 YTD	Year to Year Variance		YTD	YTD	YTD		
	Actual	Actual	Variance		Actual	Budget	Variance		
<b>Revenue</b>									
Member Dues	6,543,878	6,749,233	205,355	3%	6,749,233	6,737,537	11,696	0.2%	7,350,040
LC,Trans., Crd Fees.	609,407	665,363	55,957	9%	665,363	653,459	11,905	2%	729,472
Capital Revenue	2,234,475	2,535,706	301,231	13%	2,535,706	2,503,250	32,456	1%	2,724,900
Programs	260,302	310,626	50,324	19%	310,626	601,704	(291,078)	(48%)	629,718
Instructional	473,134	485,823	12,689	3%	485,823	456,993	28,830	6%	480,000
<b>Recreational Revenue</b>	<b>733,436</b>	<b>796,449</b>	<b>63,013</b>	<b>9%</b>	<b>796,449</b>	<b>1,058,697</b>	<b>(262,248)</b>	<b>(25%)</b>	<b>1,109,718</b>
<b>Investment Income</b>	<b>378,521</b>	<b>401,532</b>	<b>23,011</b>	<b>6%</b>	<b>401,532</b>	<b>397,948</b>	<b>3,585</b>	<b>1%</b>	<b>435,000</b>
Advertising Income	-	-	-	0%	-	-	-	0%	-
Cell Tower Lease Inc.	44,879	46,325	1,446	3%	46,325	44,842	1,483	3%	48,919
<b>Comm. Revenue</b>	<b>44,879</b>	<b>46,325</b>	<b>1,446</b>	<b>3%</b>	<b>46,325</b>	<b>44,842</b>	<b>1,483</b>	<b>3%</b>	<b>48,919</b>
Other Income	80,687	98,289	17,602	22%	98,289	160,708	(62,419)	(39%)	169,100
Facility Rent	25,845	15,625	(10,220)	(40%)	15,625	38,042	(22,417)	(59%)	41,500
Marketing Events	-	-	-	0%	-	-	-	0%	-
In-Kind Contributions	3,667	3,667	-	0%	3,667	3,667	-	0%	4,000
Del Sol Café Revenue	-	6	6	0%	6	-	6	0%	(6)
<b>Other Revenue</b>	<b>110,198</b>	<b>117,587</b>	<b>7,388</b>	<b>7%</b>	<b>117,587</b>	<b>202,417</b>	<b>(84,830)</b>	<b>(42%)</b>	<b>214,600</b>
<b>Total Revenue</b>	<b>10,654,794</b>	<b>11,312,195</b>	<b>657,401</b>	<b>6%</b>	<b>11,312,195</b>	<b>11,598,149</b>	<b>(285,954)</b>	<b>(2.5%)</b>	<b>12,612,649</b>
<b>Expenses</b>									
Major Proj. Rep. & Maint.	427,698	178,647	249,051	58%	178,647	189,089	10,443	6%	206,143
Facility Maintenance	304,447	385,944	(81,497)	(27%)	385,944	363,211	(22,733)	(6%)	396,230
Fees & Assessments	4,314	476	3,838	89%	476	1,833	1,357	74%	2,000
Utilities	995,565	885,239	110,326	11%	885,239	950,641	65,402	7%	1,091,735
Depreciation	1,179,134	1,252,074	(72,941)	(6%)	1,252,074	1,162,810	(89,264)	(8%)	1,268,520
Furniture & Equipment	252,464	227,080	25,384	10%	227,080	182,382	(44,697)	(25%)	198,963
Vehicles	84,785	83,843	942	1%	83,843	91,667	7,824	9%	100,000
<b>Facilities &amp; Equipment</b>	<b>3,248,407</b>	<b>3,013,303</b>	<b>235,104</b>	<b>7%</b>	<b>3,013,303</b>	<b>2,941,633</b>	<b>(71,670)</b>	<b>(2%)</b>	<b>3,263,591</b>
Wages	4,000,741	4,035,968	(35,227)	(1%)	4,035,968	4,265,513	229,545	5%	4,653,287
Payroll Taxes	319,318	314,505	4,812	2%	314,505	339,364	24,858	7%	370,215
Benefits	743,130	826,458	(83,328)	(11%)	826,458	725,351	(101,106)	(14%)	790,114
<b>Personnel</b>	<b>5,063,189</b>	<b>5,176,931</b>	<b>(113,742)</b>	<b>(2%)</b>	<b>5,176,931</b>	<b>5,330,228</b>	<b>153,297</b>	<b>3%</b>	<b>5,813,616</b>
Food & Catering	47,177	29,351	17,825	38%	29,351	87,615	58,264	66%	92,310
Recreation Contracts	492,905	570,899	(77,994)	(16%)	570,899	680,196	109,297	16%	712,086
Bank & Credit Card Fees	74,839	47,722	27,117	36%	47,722	77,915	30,193	39%	81,500
<b>Program</b>	<b>614,921</b>	<b>647,972</b>	<b>(33,051)</b>	<b>(5%)</b>	<b>647,972</b>	<b>845,726</b>	<b>197,754</b>	<b>23%</b>	<b>885,896</b>
Communications	102,297	103,881	(1,584)	(2%)	103,881	100,742	(3,139)	(3%)	109,900
Printing	72,508	75,121	(2,614)	(4%)	75,121	88,917	13,795	16%	97,000
Advertising	25,580	10,856	14,725	50%	10,856	16,500	5,644	34%	18,000
<b>Communications</b>	<b>200,385</b>	<b>189,858</b>	<b>10,526</b>	<b>5%</b>	<b>189,858</b>	<b>206,158</b>	<b>16,300</b>	<b>8%</b>	<b>224,900</b>
Supplies	465,517	445,031	20,486	4%	445,031	502,142	57,111	11%	547,100
Postage	9,932	25,232	(15,300)	(154%)	25,232	17,875	(7,357)	(41%)	19,500
Dues & Subscriptions	15,851	25,637	(9,786)	(62%)	25,637	13,658	(11,979)	(88%)	14,900
Travel & Entertainment	975	2,455	(1,480)	(152%)	2,455	4,033	1,578	39%	4,400
Other Operating Expense	80,493	94,587	(14,094)	(18%)	94,587	97,992	3,405	3%	106,900
<b>Operations</b>	<b>572,768</b>	<b>592,942</b>	<b>(20,174)</b>	<b>(4%)</b>	<b>592,942</b>	<b>635,700</b>	<b>42,758</b>	<b>7%</b>	<b>692,800</b>
Information Technology	107,306	106,428	878	1%	106,428	125,621	19,193	15%	137,041
Professional Fees	169,076	193,007	(23,932)	(14%)	193,007	158,625	(34,382)	(22%)	170,500
Commercial Insurance	332,019	393,688	(61,669)	(19%)	393,688	382,420	(11,269)	(3%)	417,185
Taxes	43,758	44,563	(805)	(2%)	44,563	53,002	8,439	16%	53,002
Conferences & Training	11,048	8,313	2,735	25%	8,313	23,604	15,291	65%	25,750
Employee Recognition	12,711	7,818	4,893	38%	7,818	11,458	3,640	32%	12,500
Provision for Bad Debt	-	-	-	0%	-	-	-	0%	-
<b>Corporate Expenses</b>	<b>675,918</b>	<b>753,817</b>	<b>(77,899)</b>	<b>(12%)</b>	<b>753,817</b>	<b>754,730</b>	<b>914</b>	<b>0%</b>	<b>815,978</b>
<b>Expenses</b>	<b>10,375,587</b>	<b>10,374,822</b>	<b>765</b>	<b>0%</b>	<b>10,374,822</b>	<b>10,714,176</b>	<b>339,354</b>	<b>3.2%</b>	<b>11,696,781</b>
<b>Gross Surplus(Rev-Exp)</b>	<b>279,207</b>	<b>937,373</b>	<b>658,166</b>	<b>236%</b>	<b>937,373</b>	<b>883,974</b>	<b>53,400</b>	<b>6%</b>	<b>915,868</b>
<b>Net Gain/Loss on Invest.</b>	<b>906,748</b>	<b>854,211</b>	<b>(52,538)</b>	<b>-</b>	<b>854,211</b>	<b>-</b>	<b>854,211</b>	<b>-</b>	<b>(854,211)</b>
<b>Net from Operations</b>	<b>1,185,956</b>	<b>1,791,584</b>	<b>605,628</b>	<b>51%</b>	<b>1,791,584</b>	<b>883,974</b>	<b>907,610</b>	<b>-</b>	<b>915,868</b>



Green Valley Recreation, Inc.

## Board of Directors Meeting

### December 2025 Financial Highlights

**Prepared By:** David Webster, CFO

**Meeting Date:** January 28, 2026

**Presented By:** David Webster, CFO

**Consent Agenda:** N/A

**Originating Committee / Department:**

Administration

**Strategic Plan Goal:**

Goal 4: Cultivate and maintain a sound financial base that generates good value for our members

**Background Justification:**

The Board has requested a separate staff report stating the highlights for each month.

**Key Points/Highlights for December 2025:**

1. Statement of Financial Position
  - a. Operating Cash increase for December \$3,986,619 due primarily to dues collections.
  - b. Designated Funds Cash net decrease for December \$8,833
  - c. Net Assets Increase Year to Date December \$1,890,806
2. Statement of Financial Activities
  - a. YTD revenue under budget (unfavorable) 0.8% or \$95,894
  - b. YTD expenses under budget (favorable) 2.2% or \$252,161
  - c. November unrealized gains on investments \$46,269, YTD gains \$807,942
  - d. December MCF fees over budget (favorable) 87 actual compared to 71 budgeted, YTD over budget (favorable) 918 compared to 862 budgeted.
  - e. YTD utilities are 10% under budget (favorable) or \$975,385 actual vs a budget of \$1,081,000
  - f. GVR personnel under budget (favorable) by 2% YTD or \$118,091
  - g. Recreation revenue under budget(unfavorable) by \$240,949
  - h. Recreation Program expenses are under budget (favorable) by \$180,051
  - i. Preliminary 2025 Surplus is calculated to be \$162,386



**Green Valley Recreation, Inc.**  
**Statement of Financial Position**  
**As of Date: December 31, 2025 and Dec 31, 2024**

	<b>December 31, 2025</b>	<b>Dec 31, 2024</b>
	<b>Total</b>	<b>Total</b>
<b>ASSETS</b>		
<b>Current Assets</b>		
Cash/Cash Equivalents	1,523,184	2,642,024
Accounts Receivable	331,140	293,785
Prepaid Expenses	274,286	242,974
Maintenance Inventory	21,927	-
Designated Investments (Charles S./SBH)		
Emergency - Fund	573,244 <span style="color: red;">(1)</span>	635,469 <span style="color: red;">(18)</span>
MRR - Fund	7,397,859 <span style="color: red;">(2)</span>	7,586,789 <span style="color: red;">(19)</span>
Initiatives - Fund	1,367,037 <span style="color: red;">(3)</span>	993,706 <span style="color: red;">(20)</span>
Pools & Spas - Fund	1,697,677 <span style="color: red;">(4)</span>	1,200,643 <span style="color: red;">(21)</span>
Total Designated Investments (CS/SBH)	11,035,816 <span style="color: red;">(5)</span>	10,416,607 <span style="color: red;">(22)</span>
Undesignated Invest. (JP Morgan Long Term)	1,609,852 <span style="color: red;">(6)</span>	1,008,091 <span style="color: red;">(23)</span>
Undesignated Invest. (JP Morgan)	2,605,102 <span style="color: red;">(7)</span>	1,008,955 <span style="color: red;">(24)</span>
Investments	15,250,770 <span style="color: red;">(8)</span>	12,433,653 <span style="color: red;">(25)</span>
<b>Total Current Assets</b>	<b>17,401,307</b>	<b>15,612,436</b>
<b>Fixed Assets</b>		
Contributed Fixed Assets	18,017,085	18,017,085
Purchased fixed Assets	35,430,978	33,209,334
Sub-Total	53,448,063	51,226,419
Less - Accumulated Depreciation	(30,092,777)	(28,756,044)
<b>Net Fixed Assets</b>	<b>23,355,286 <span style="color: red;">(9)</span></b>	<b>22,470,375 <span style="color: red;">(26)</span></b>
Operating Lease ROU, Net of Accum. Amortization	-	-
Finance Lease ROU, Net of Accum. Amortization	36,447	36,447
<b>Total Assets</b>	<b>40,793,039</b>	<b>38,119,258</b>
<b>LIABILITIES</b>		
<b>Current Liabilities</b>		
Accounts Payable	459,249	384,710
Deferred Dues Fees & Programs	4,423,242	3,452,625
Accrued Payroll	54,292	247,487
Compensation Liability	-	-
MCF Refund Liability	141,000	195,000
In-Kind Lease Liability -Current	-	4,000
Operating ROU Liability - Current	-	-
Financing ROU Liability - Current	33,633	33,633
<b>Total Current Liabilities</b>	<b>5,111,415</b>	<b>4,317,455</b>
In-Kind Lease Liability - LT	42,667	42,667
Notes Payable	-	11,000
Financing ROU Liability - LT	10,321	10,321
<b>Total Long Term Liabilities</b>	<b>52,988</b>	<b>63,988</b>
<b>TOTAL NET ASSETS</b>	<b>35,628,636 <span style="color: red;">(10)</span></b>	<b>33,737,815 <span style="color: red;">(27)</span></b>
<b>NET ASSETS</b>		
Temporarily Designated:		
Board Designated:		
Emergency	573,244 <span style="color: red;">(11)</span>	635,469 <span style="color: red;">(28)</span>
Maint - Repair - Replacement	7,397,139 <span style="color: red;">(12)</span>	7,586,789 <span style="color: red;">(29)</span>
Initiatives	1,366,960 <span style="color: red;">(13)</span>	993,706 <span style="color: red;">(30)</span>
Pools & Spas	1,697,677 <span style="color: red;">(14)</span>	1,200,643 <span style="color: red;">(31)</span>
Sub-Total	11,035,021 <span style="color: red;">(15)</span>	10,416,607
Unrestricted Net Assets	22,702,794	23,321,207
Net change Year-to-Date	1,890,821 <span style="color: red;">(16)</span>	-
<b>Unrestricted Net Assets</b>	<b>24,593,615 <span style="color: red;">(17)</span></b>	<b>23,321,207</b>
<b>TOTAL NET ASSETS</b>	<b>35,628,636</b>	<b>33,737,815</b>



# Green Valley Recreation, Inc.

## Summary Statement of Activities

**YTD Period: 12 month period ending December 31, 2025**

**FY Budget Period: Jan 1, 2025 - Dec 31, 2025**

	PRIOR YEAR COMPARISON			%	BUDGET COMPARISON			Fiscal Year Budget	Remaining FY Budget
	2024 YTD Actual	2025 YTD Actual	Year to Year Variance		YTD Actual	YTD Budget	YTD Variance		
<b>Revenue</b>									
Member Dues	7,134,340	7,366,506	232,166	3%	7,366,506	7,350,040	16,466	0.2%	7,350,040 (16,466)
LC,Trans., Crd Fees.	685,399	787,751	102,352	15%	787,751	729,376	58,375	8%	729,472 (58,279)
Capital Revenue	2,428,476	2,835,808	407,330	17%	2,835,806	2,724,900	110,906	4%	2,724,900 (110,906)
Programs	276,359	339,135	62,776	23%	339,135	629,718	(290,583)	(46%)	629,718 290,583
Instructional	497,714	529,634	31,920	6%	529,634	480,000	49,634	10%	480,000 (49,634)
<b>Recreational Revenue</b>	<b>774,073</b>	<b>868,769</b>	<b>94,696</b>	<b>12%</b>	<b>868,769</b>	<b>1,109,718</b>	<b>(240,949)</b>	<b>(22%)</b>	<b>1,109,718 240,949</b>
<b>Investment Income</b>	<b>426,501</b>	<b>466,619</b>	<b>40,118</b>	<b>9%</b>	<b>466,619</b>	<b>435,000</b>	<b>31,619</b>	<b>7%</b>	<b>435,000 (31,619)</b>
Advertising Income	-	-	-	0%	-	-	-	0%	-
Cell Tower Lease Inc.	49,004	50,583	1,579	3%	50,583	48,919	1,664	3%	48,919 (1,664)
<b>Comm. Revenue</b>	<b>49,004</b>	<b>50,583</b>	<b>1,579</b>	<b>3%</b>	<b>50,583</b>	<b>48,919</b>	<b>1,664</b>	<b>3%</b>	<b>48,919 (1,664)</b>
Other Income	108,450	119,574	11,124	10%	119,574	169,100	(49,526)	(29%)	169,100 49,526
Facility Rent	26,825	17,028	(9,798)	(37%)	17,028	41,500	(24,473)	(59%)	41,500 24,473
Marketing Events	-	-	-	0%	-	-	-	0%	-
In-Kind Contributions	4,000	4,000	0	0%	4,000	4,000	-	0%	4,000 -
Del Sol Café Revenue	-	24	24	0%	24	-	24	0%	- (24)
<b>Other Revenue</b>	<b>139,275</b>	<b>140,625</b>	<b>1,351</b>	<b>1%</b>	<b>140,625</b>	<b>214,600</b>	<b>(73,975)</b>	<b>(34%)</b>	<b>214,600 73,975</b>
<b>Total Revenue</b>	<b>11,637,067</b>	<b>12,516,659</b>	<b>879,592</b>	<b>8%</b>	<b>12,516,659</b>	<b>12,612,553</b>	<b>(95,894)</b>	<b>(0.8%)</b>	<b>12,612,649 95,990</b>
<b>Expenses</b>									
Major Proj.-Rep. & Maint.	381,608	206,594	175,015	46%	206,594	206,143	(451)	(0%)	206,143 (451)
Facility Maintenance	322,133	416,637	(94,504)	(29%)	416,637	396,230	(20,407)	(5%)	396,230 (20,407)
Fees & Assessments	4,314	656	3,658	85%	656	2,000	1,344	67%	2,000 1,344
Utilities	1,105,703	975,385	130,318	12%	975,385	1,081,000	105,615	10%	1,091,735 118,350
Depreciation	1,327,643	1,369,957	(42,314)	(3%)	1,369,957	1,268,520	(101,437)	(8%)	1,268,520 (101,437)
Furniture & Equipment	244,376	256,569	(12,193)	(5%)	256,569	198,963	(57,606)	(29%)	198,963 (57,606)
Vehicles	90,018	95,678	(5,660)	(6%)	95,678	100,000	4,322	4%	100,000 4,322
<b>Facilities &amp; Equipment</b>	<b>3,475,795</b>	<b>3,321,475</b>	<b>154,320</b>	<b>4%</b>	<b>3,321,475</b>	<b>3,252,656</b>	<b>(68,619)</b>	<b>(2%)</b>	<b>3,263,591 (57,884)</b>
Wages	4,418,358	4,440,033	(21,676)	(0%)	4,440,033	4,653,287	213,254	5%	4,653,287 213,254
Payroll Taxes	339,006	343,484	(4,478)	(1%)	343,484	370,215	26,731	7%	370,215 26,731
Benefits	808,411	911,918	(103,506)	(13%)	911,918	790,024	(121,894)	(15%)	790,114 (121,804)
<b>Personnel</b>	<b>5,565,775</b>	<b>5,695,435</b>	<b>(129,660)</b>	<b>(2%)</b>	<b>5,695,435</b>	<b>5,813,526</b>	<b>118,091</b>	<b>2%</b>	<b>5,813,616 118,181</b>
Food & Catering	47,818	30,838	16,981	36%	30,838	92,310	61,472	67%	92,310 61,472
Recreation Contracts	516,714	626,458	(109,744)	(21%)	626,458	712,086	85,628	12%	712,086 85,628
Bank & Credit Card Fees	77,903	48,550	29,354	38%	48,550	81,500	32,950	40%	81,500 32,950
<b>Program</b>	<b>642,436</b>	<b>705,845</b>	<b>(63,409)</b>	<b>(10%)</b>	<b>705,845</b>	<b>885,896</b>	<b>180,051</b>	<b>20%</b>	<b>885,896 180,051</b>
Communications	114,861	106,682	8,178	7%	106,682	109,900	3,218	3%	109,900 3,218
Printing	87,754	91,914	(4,160)	(5%)	91,914	97,000	5,086	5%	97,000 5,086
Advertising	29,031	13,512	15,519	53%	13,512	18,000	4,488	25%	18,000 4,488
<b>Communications</b>	<b>231,646</b>	<b>212,108</b>	<b>19,538</b>	<b>8%</b>	<b>212,108</b>	<b>224,900</b>	<b>12,792</b>	<b>6%</b>	<b>224,900 12,792</b>
Supplies	475,773	511,982	(36,208)	(8%)	511,982	547,100	35,118	6%	547,100 35,118
Postage	23,683	25,232	(1,549)	(7%)	25,232	19,500	(5,732)	(29%)	19,500 (5,732)
Dues & Subscriptions	16,618	26,863	(10,245)	(62%)	26,863	14,900	(11,963)	(80%)	14,900 (11,963)
Travel & Entertainment	975	2,435	(1,460)	(150%)	2,435	4,400	1,965	45%	4,400 1,965
Other Operating Expense	110,971	115,905	(4,934)	(4%)	115,905	106,900	(9,005)	(8%)	106,900 (9,005)
<b>Operations</b>	<b>628,021</b>	<b>682,416</b>	<b>(54,395)</b>	<b>(9%)</b>	<b>682,416</b>	<b>692,800</b>	<b>10,384</b>	<b>1%</b>	<b>692,800 10,384</b>
Information Technology	106,363	113,389	(7,026)	(7%)	113,389	137,041	23,652	17%	137,041 23,652
Professional Fees	194,944	213,084	(18,120)	(9%)	213,084	170,500	(42,564)	(25%)	170,500 (42,564)
Commercial Insurance	380,115	426,552	(46,436)	(12%)	426,552	417,185	(9,367)	(2%)	417,185 (9,367)
Taxes	43,758	44,752	(994)	(2%)	44,752	53,002	8,250	16%	53,002 8,250
Conferences & Training	11,238	8,513	2,726	24%	8,513	25,750	17,237	67%	25,750 17,237
Employee Recognition	13,324	10,247	3,078	23%	10,247	12,500	2,253	18%	12,500 2,253
Provision for Bad Debt	-	-	-	0%	-	-	-	0%	-
<b>Corporate Expenses</b>	<b>749,743</b>	<b>816,516</b>	<b>(66,774)</b>	<b>(9%)</b>	<b>816,516</b>	<b>815,978</b>	<b>(538)</b>	<b>(0%)</b>	<b>815,978 (538)</b>
<b>Expenses</b>	<b>11,293,415</b>	<b>11,433,795</b>	<b>(140,380)</b>	<b>(1%)</b>	<b>11,433,795</b>	<b>11,685,956</b>	<b>252,161</b>	<b>2.2%</b>	<b>11,696,781 262,986</b>
<b>Gross Surplus(Rev-Exp)</b>	<b>343,652</b>	<b>1,082,864</b>	<b>739,211</b>	<b>215%</b>	<b>1,082,864</b>	<b>926,597</b>	<b>156,267</b>	<b>17%</b>	<b>915,868 (166,996)</b>
Net Gain/Loss on Invest.	712,022	807,942	95,921	-	807,942	-	807,942	-	(807,942)
<b>Net from Operations</b>	<b>1,055,674</b>	<b>1,890,806</b>	<b>835,132</b>	<b>79%</b>	<b>1,890,806</b>	<b>926,597</b>	<b>964,209</b>	<b>915,868 (974,938)</b>	

Project Name	Center Location	Scope of Work	Estimated Construct. Start	Estimated Construct. Finish	Status	Summary Notes/Next Steps	Funding Sources	Budget Total	Expenses To Date	Balance
West Center Metal Shop Expansion	West Center	Expand Metal Shop into west storage building. To become Welding, Machine Shop, Office.	May-25	Sep-25	Ribbon-cutting in February	Construction is 100% complete and club moving in equipment. Received Certificate of Occupancy. Schedule ribbon-cutting for early February.	Initiatives-\$243k	\$ 243,000	\$ 244,368	\$ (1,368)
Desert Hills Kiln Room Enhancements	Desert Hills	Strengthen sub-floor for 5 kilns and brick flooring. Upgrade ventilation system and electrical needs.	Feb-26	Apr-26	Construction-20%	Structural upgrade and flooring completed. Contract signed with Building Excellence for \$94,424 (\$10,000 is contingency). GVR to sign MOU for club. Next step: schedule work with club.	Initiatives. CO with LR project.	\$ 90,000	\$ -	\$ 90,000
West Center Lapidary Club Expansion	West Center	Expand Lapidary Club building to the west. Renovate existing space, including Billiards Room space.	Feb-26	Aug-26	Permit review	Architect submitted 100% plans for permitting 12/23. Get revised bid for fire alarm system. Review all plans with project team. Set start date for February in coordination with club and contractor.	Initia. \$993k Club \$40k	\$ 1,034,000	\$ 84,400	\$ 949,600
West Center Membership Services Expansion	West Center	Expand Membership Services offices in Auditorium lobby. Add lobby counters for events.	Apr-26	Jul-26	Rebid for Construction	2025 bids came in high at \$162k. Rebid project to start in April-May.	Initiatives	\$ 190,000	\$ -	\$ 190,000
Abrego South Pool and Locker Room	Abrego South	Redesign pool, spa, and locker rooms for potential reconstruction. Demolish existing pool facilities.	In Schematic Design	In Schematic Design	Design	Awarded design contract to Burton and Associates. First community meeting on 1/23 to get initial ideas. Pool facility demolition bids also due on 1/23.	TBD	TBD		
Pickleball Center Fencing	Pickleball Center	Install west and north perimeter fencing and gates to better manage access and security.	Mar-26	Apr-26	Planning	Scope of Work in process.	Initiatives	\$ 50,000		\$ 50,000
Las Campanas Fitness Room Expansion	Las Campanas	Expand Fitness Room into Cypress Room for additional capacity. Install new flooring and paint.	Jun-26	Jul-26	Planning	Need scope of work details.	Initiatives	\$ 100,000	\$ -	\$ 100,000
SRS Fitness Center Expansion	Santa Rita Springs	Remove corner RSA office to expand floor area in fitness room. Paint and patch to match.	Aug-26	Aug-26	Planning	Need scope of work details.	Initiatives	\$ 40,000		\$ 40,000



Green Valley Recreation, Inc.

## Board of Directors Meeting

### Bylaw Ballot Materials

**Prepared By:** Nanci Moyo, Admin. Sup.

**Meeting Date:** January 28, 2026

**Presented By:** Candy English, BAC Chair

**Consent Agenda:** No

**Originating Committee / Department:**

Board Affairs Committee (BAC)

**Action Requested:**

Approve bylaw ballot materials including the rationale for the requested bylaw amendments.

**Strategic Plan:**

Goal 5: Provide sound, effective governance and leadership for the corporation.

**Background Justification:**

The BAC have been working on proposed bylaw amendments for the 2026 ballot. The Board has approved one bylaw amendment at the Regular Board Meeting on March 19, 2025 and six bylaw amendments at the September 24, 2026. The staff, BAC and the Attorney have reviewed the ballot materials, along with a rationale for each of the bylaw amendments and would like the Board to review and approve. The goal is to have a clear, short rationale of the reason for the proposed changes.

**Fiscal Impact:**

None

**Board Options:**

- 1) Approve BAC bylaw ballot format.
- 2) Suggest changes.

**Staff Recommendation:**

Option #1

**Recommended Motion:**

Approve the recommended bylaw ballot materials.

**Attachments:**

- 1) Recommended 2026 Ballot



# GVR 2026 BALLOT

Each GVR member in good standing is entitled to cast one ballot per GVR property owned. Members who own multiple properties will have their vote multiplied by the number of properties owned.

## 1. Election of Directors

Please choose no more than three (3) candidates by checking the corresponding box:

<input type="checkbox"/>	Marge Garneau
<input type="checkbox"/>	Dale Howard
<input type="checkbox"/>	Chris McCrummen

<input type="checkbox"/>	Kristy McCue
<input type="checkbox"/>	Barry Stock

### PLEASE NOTE

In 2024, the members voted to amend the Bylaws to reduce the Board from twelve (12) to nine (9) Directors over a three-year period. Only the top three candidates (vote receivers) above will be seated.

## 2. Approval of Annual Meeting Minutes: March 26, 2025

Approval of meeting minutes requires the affirmative vote of a majority of members voting on the matter.

<input type="checkbox"/>	Yes
<input type="checkbox"/>	No

### 3. 2026 Proposed Bylaw Amendments

The GVR bylaws serve as the contractual agreement between GVR and its members. The bylaws have served GVR well. The GVR Board and Administration have proposed and endorsed specific modifications to the bylaws and seek member approval.

**Please note:** Changes to the current bylaws are reflected in the Proposed Bylaws Amendments in **bold print**, underlined, and *italicized*. Deletions are ~~struck through~~.

#### QUESTION #1: ARTICLE V Section 1.A Term of Office

##### PROPOSED:

A. The term of office of a Director elected by the membership shall be for three (3) years. Each year the term of office of three (3) Directors shall expire and three (3) Directors shall be elected for a term of three (3) years to succeed those Directors whose terms expire. No Director may serve more than two (2) consecutive terms including time served as an appointed Director. A former Director may be re-elected after ~~one~~ three (13) or more years' absence from the Board.

**Rationale:** Regular turnover among Directors encourages fresh perspectives and effective governance, and creates opportunities to broaden the Board's expertise and network of contacts.

FOR REVISION

AGAINST REVISION

#### QUESTION #2: ARTICLE V Section 2. A&B Nomination Process

##### PROPOSED:

Section 2: ~~Nomination~~ Election Process

A. ~~The Nominations & Elections Committee shall conduct a search of regular members and select for nomination a slate of Directors. As part of its search, the Nominations & Elections Committee shall request names of possible nominees from members. Any regular member of the Corporation, in good standing, may submit a Candidate Application by the deadline.~~ The slate of ~~nominees~~ applicants shall be posted and be available to all regular members at least 90 days prior to the Annual Meeting.

B. Following the Candidate Application deadline, if there is interest in running for a Board of Directors position, ~~Any~~ regular member of The Corporation may ~~make additional nominations by filing~~ a nomination petition containing the name of any regular member who agrees to be a nominee, and the signatures of at least two hundred (200) of the regular members in good standing. See the Corporate Policy Manual for instructions on filing. Such nomination petitions shall be filed with the Secretary ~~The petition process shall be completed~~ not less than 60 days before the Annual Meeting. ~~The Secretary shall then add~~ The names of these nominees candidates shall be added to the slate of ~~nominees~~ candidates previously posted. ~~and shall prepare ballots to be mailed to the membership.~~

**Rationale:** This change updates the language to reflect the current practice of eligible members submitting their names to run for Director positions through the election process, rather than being nominated by the Nominations & Elections Committee.

FOR REVISION

AGAINST REVISION

### QUESTION #3 ARTICLE VII Section 4.E CHECK SIGNING AUTHORITY

#### PROPOSED:

4.E. Signing of Checks. Any check in the amount of ~~\$2,500.00~~ **\$10,000.00** or more shall be signed by two (2) officers of The Corporation or by one (1) officer and the Chief Executive Officer. Any check in an amount of less than ~~\$2,500.00~~ **\$10,000.00** may be signed by the CEO with the stipulation that a log is kept reflecting the two (2) department heads that reviewed the checks prior to its execution. Month-end statements shall be reviewed by two (2) officers of The Corporation as soon as practicable after their completion.

**Rationale:** This change aligns check-signing authority with generally accepted financial best practices and established internal controls, allowing for efficient operations while maintaining appropriate fiscal oversight by requiring the signatures of two officers or one officer and the CEO for the amounts of \$10,000.00 or more.

FOR REVISION

AGAINST REVISION

### QUESTION #4 ARTICLE VIII Section 1 Standing Committees

#### PROPOSED:

The Board of Directors shall establish the following Standing Committees: Board Affairs, Fiscal Affairs, ~~Nominations & Elections, Planning and Evaluation, and Investments, The duties of the Committees shall be as defined within the Corporate Policy Manual. The Committees shall make policy recommendations to the Board of Directors for approval. and may establish additional committees which shall be identified in the Corporate Policy Manual.~~

**Rationale:** Reducing the number of standing committees simplifies the committee structure, increases flexibility, and promotes efficiency. Consolidating committees allows the organization to rely on task forces and ad hoc committees as needed.

FOR REVISION

AGAINST REVISION

### QUESTION #5 ARTICLE VIII Section 3 COMPOSITION OF COMMITTEES

#### PROPOSED:

The Chairperson of the Audit Committee shall be nominated by the President of the Board and the Finance Director of the Corporation with Board approval. The Chairperson of each Standing and other Special Committee(s) of the Board shall be a member of the Board nominated by the President with Board approval.

**Committee members shall be appointed by the Board of Directors as determined by the process outlined in the Corporate Policy Manual.** Committee members shall be members of The Corporation and/or members of the operations staff. ~~Committee members shall be selected by the Chairperson of the committee.~~ The President shall be an ex-officio member of all committees excluding ~~Nominations & Elections~~, and the Audit Committees.

**Rationale:** Committees provide policy advice directly to the Board; therefore, appointing committee members at the Board level strengthens accountability and alignment with Board oversight. This approach promotes a more balanced committee composition and supports consistent, organization-wide governance practices.

FOR REVISION

AGAINST REVISION

## QUESTION #6 ARTICLE VIII Section 4 Subcommittees

### PROPOSED:

Except for the ~~Nominations & Elections and the~~ Audit Committee, each committee shall have the power to appoint subcommittees from among GVR members and may delegate to such subcommittee any of its duties and powers.

**Rationale:** This change clarifies and simplifies the bylaw language by removing the Nominations & Elections Committee from the exception, while preserving the Audit Committee exception. The revision is intended to reflect current committee structure and does not limit the ability to form subcommittees, ad hoc committees, or task committees as needed.

FOR REVISION

AGAINST REVISION

## QUESTION #7 ARTICLE VIII Section 5 Open Meetings

### PROPOSED:

**With the exception of the Audit Committee, All other** Committee meetings, subcommittee meetings and working session meetings are ~~closed or open meetings at the discretion of each such Committee~~ **to members of the Corporation.**

**Rationale:** This change promotes increased transparency and open access for members by ensuring committee, subcommittee, and working session meetings are open to the membership.

FOR REVISION

AGAINST REVISION



Green Valley Recreation, Inc.

## Board of Directors Regular Meeting

### MOU Recommendation from Ad Hoc Committee

Prepared By: Nanci Moyo, Admin. Sup.

Meeting Date: January 28, 2026

Presented By: Kathi Bachelor, President

Consent Agenda: No

#### Originating Committee / Department:

Ad Hoc Committee

#### Action Requested:

Review the Memorandum of Understanding (MOU) recommended by the Ad Hoc Committee to the GVR Board.

#### Strategic Plan:

GOAL 5: Provide sound, effective governance and leadership for the corporation

#### Background Justification:

At the August 27, 2025, Board of Directors Regular meeting, the Board approved an Ad Hoc Committee between the GVR Board and the GVR Foundation. One of the charges for this committee was having to do with the endowment program: 1) MAP program and working together to fundraise towards increasing the Foundation's Endowment Program for the GVR MAP.

At the November 19, 2025, Board of Directors meeting the Ad Hoc Committee was approved for an extension till November 2026 mainly to help work with GVR Foundation on the endowment program. The charge from this November 19, 2025, meeting having to do with the endowment program was: 1) A written agreement as to what is provided by each corporation, which would be provided to the GVR Board of Directors, for approval at the January Board Meeting. 2) Working together to provide a major fundraiser towards increasing the Foundation's Endowment Program for the GVR Member Assistance Program (MAP).

The Ad Hoc Committee met December 10 and January 8 to work on the MOU. The Board moved the discussion of the MOU from the January 14 Work Session to the Regular Meeting of the Board on January 28.

#### Board Options:

- 1) Review and amend, if necessary, the MOU and consider approval at the January Board of Directors Regular Meeting.
- 2) Provide alternative direction.

#### Staff Recommendation:

Option 1

#### Attachments:

- 1) MOU Draft
- 2) Director Hillyer Email Regarding MOU of January 19, with correction from email of January 20 included under #16
- 3) GVR Foundation Response to Director Hillyer's Email

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**GVR Foundation (Foundation) and Green Valley Recreation Inc. (GVR)**

**1. Purpose**

This Memorandum of Understanding (“MOU”) outlines the responsibilities, commitments, and cooperative relationship between the GVR Foundation, herein referred to as “The Foundation”, and Green Valley Recreation Inc., herein referred to as “GVR” and “collectively” “the Parties” for planning and implementing a joint \$1,000,000 capital fund-raising campaign (“the Campaign”) for the Member Assistance Program (MAP) Endowment. This MOU is not intended to be legally binding, or to create legal or contractual obligations. It is not intended to be enforceable by either party.

The Foundation is an Internal Revenue Code 501(c) (3) tax-exempt, nonprofit charitable organization established in 2015. It is distinct from GVR. The Foundation’s mission is “enhancing the quality of life for GVR members and the greater Green Valley community through connecting resources for those in need with those who care.” It focuses on charitable giving to enhance and support the community through programs, advocacy, and financial support that promote health and wellness for residents in the Green Valley, Arizona area.

GVR is an Internal Revenue Code 501(c) (4) civic organization whose purpose is to provide recreational, cultural, and educational programs for the enjoyment of GVR Members and their guests.

The parties involved agree to work together to raise funds that will support the MAP Endowment. This endowment is designed to ensure a sustainable funding source for the MAP program, which currently provides financial assistance to GVR members who need help paying their annual GVR dues. The Member Assistance Program was established in 1995 by GVR. It receives donations for MAP directly and also receives applies for and receives grants from GVRF through charitable donations made to GVRF.

**23. Cooperative Roles and Responsibilities**

**A. Joint Responsibilities**

Both Parties agree to:

1. Approve the overall Campaign strategy, marketing materials, and messaging.
- 1.2. Through the GVR and GVRF Ad Hoc Committee, create a Campaign Steering Sub-Committee
- 2.3. Separately identify donor prospects from both each organization's networks. However, donor information shall remain confidential to each Party, except for processing donations made that are permissibly identifiable by the donor.
- 3.4. Review campaign progress monthly or at other times agreed to by the Chairs of the GVR and GVRF Ad Hoc Committee established by the Parties.
- 4.5. Ensure compliance with all legal and ethical fundraising standards.

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## **B. Responsibilities of The Foundation**

1. Serve as the **fiscal agent** for the Campaign, including:
  - o processing donations
  - o issuing tax receipts
  - o maintaining financial records
2. Manage the Campaign database and donor tracking system. This does not include GVR providing member donors' private information to The Foundation.
3. Provide funding to support the Campaign expenses, including but not limited to postage, printing, refinement of website, and other in-kind administrative support as budgeted by The Foundation for the campaign.
4. Coordinate community engagement, outreach, and public relations activities with GVR.
5. Hire and manage a fundraising consultant, if necessary, solely at The Foundation's expense.
6. Be solely responsible for thanking donors.
7. Participate in and support the solicitation of major donors
- 7.8. Keep all MAP Endowment funds raised and collected, whether the anticipated goal is reached or not reached.

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## **C. Responsibilities of GVR**

1. Provide Campaign volunteer leadership as authorized by the GVR Board participation.

2. Assists in recruitment of volunteers from its membership to serve on the Campaign Steering Sub-Committee to be established by the GVR and GVRF Ad Hoc Committee.
3. Assist with community engagement, outreach, and public relations activities, specifically by and limited to eblasts, GVRNow, website announcements, and facilities for meetings and related events.
4. Assist with the planning and providing space for donor events, if any.
5. Promote the Campaign across its membership and stakeholder groups through joint communications such as the GVR eBlast, direct emails to GVR members where emails are provided, and GVRNow, and public service announcements including video on Center monitors (monthly news bulletin) and email communications to members. GVR vendors and contractors as potential donor stakeholders may receive direct solicitation for donations.
6. Revise the GVR website to promote the MAP program and the Endowment Campaign.
7. Host regular Campaign Steering Sub-Committee meetings.
8. Support the solicitation of major donors Cooperate in locating/identifying possible donors other than individuals.

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#### **D. Governance Structure**

1. Ad Hoc Committee will serve as the oversight committee
2. Campaign Steering Sub-CCommittee will consist of the members of each Party and other community representatives approved by the Ad Hoc Committee. The Campaign Steering Sub-Committee will:
  - Set strategic direction
  - Approve campaign phases, timelines, and materials
  - Oversee progress toward the \$1,000,000 goal
  - Serve as ambassadors promoting the campaign
  - Lead solicitation efforts and help at special events, such as the GVR Showcase
  - Identify and write grant applications as long as the Campaign Steering Sub-Committee exists
  - Support donor cultivation
  - Create additional work groups that can assist in carrying out the Campaign responsibilities

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## **E. Financial Management**

1. All Campaign donations will be directed to The Foundation as the designated fiscal agent.
2. Campaign funds will be used exclusively for approved MAP Endowment purposes.
3. A Campaign budget will be reviewed and monitored by the [Parties Ad Hoc Committee](#)
4. Both Parties will have access to monthly Campaign financial reports.

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## **F. Confidentiality**

Both Parties agree to maintain strict confidentiality regarding:

- Donor information, unless authorized by the donor
- Financial data of donors

Confidential information will not be shared outside the Parties without written consent.

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## **G. Public Communications**

All public announcements, printed materials, media releases, and marketing content related to the Campaign must be:

- Approved by the Ad Hoc Committee
- Consistent with jointly established messaging
- Released only through mutually agreed channels

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## **H. Duration and Termination**

This MOU becomes effective on the date signed and will remain active until:

- Completion of the Campaign. The Parties, through the GVR and GVR Ad Hoc Committee, may determine and modify a planned completion date if the \$1,000,000 goal has not been reached.  
The Parties initially intend that the Campaign continue for approximately one year from its official fund-raising start[JH1].
- Disbursement of all funds
- Submission of a joint final report

Either Party may terminate the MOU with 630 days' written notice[JH2], provided that:

- Both Parties agree on the wind-down process
- Financial obligations are fulfilled
- Donor commitments are honored

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#### **I. Amendments**

This MOU may be amended at any time by mutual written agreement of both Parties.

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#### **J. Signatures**

##### **GVR Foundation**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

##### **Green Valley Recreation Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Fellow GVR board members, and Scott:

Below are my thoughts on GVR entering into any "memorandum of understanding" or any other agreement with GVR Foundation. I ask that this e-mail be added to the meeting book for the January 28, 2026 regular meeting.

Thanks,  
- Bart

My thoughts:

I have a GENERAL objection to GVR entering into any "memorandum of understanding" or any other kind of agreement with any 501(c)(3) charitable organization. The reasons for this are simple and straightforward:

1. The purpose of GVR, a 501(c)(4) member service organization, and the purpose of 501(c)(3) charitable organizations are quite different from one another.

As a 501(c)(4) member service organization, GVR exists to provide recreational opportunities to its dues-paying members and their authorized guests. GVR has no explicit charitable purpose at all, though it may (and does) occasionally provide facility space for some charitable endeavors.

501(c)(3) charitable organizations exist to ameliorate in some way the condition of people who are in poverty. This is a commendable purpose, but it's outside GVR's mission.

2. The actions of 501(c)(3) organizations are directed by their duly constituted boards. Sometimes those actions are reasonable and lawful, and sometimes they aren't. Often the board of a single 501(c)(3) will drift from competence to incompetence and back again, and sometimes even into unpermitted activity, over the course of just a few years. No one has any control over these drifts except the board of that 501(c)(3).

Since GVR certainly has zero control over the actions or composition of any 501(c)(3) board, or over the actions of any individual 501(c)(3) board member, GVR should steer clear of entering into any affiliation with any 501(c)(3). Any reputational damage caused by misfeasance or malfeasance of the 501(c)(3) board, or of individual members thereof, should accrue solely to that 501(c)(3), and none should accrue to GVR.

3. No promise made to GVR today by the current board of a 501(c)(3), as to the eventual use of funds in the possession of that 501(c)(3), is legally binding. A subsequent board, or even the very same board, is free at all times to allocate funds in any way it sees fit. It would be unwise for GVR even to hint to potential donors to a 501(c)(3) that GVR was acting a guarantor, express or implied, of anything that the 501(c)(3) board, or elements thereof, might do in the future.

4. Entering into an MOU with one local charitable organization will create for GVR a classic “slippery slope” situation, in which it will be difficult or impossible for GVR to articulate valid reasons not to enter into identical or similar MOUs with other local nonprofits. I don’t believe that either Scott or the GVR board desires to be in the position of “explaining” to multiple worthy nonprofits why it is that GVR won’t provide the same level of resources and support that GVR provides to the nonprofit with which it has an MOU. It would be much wiser to draw the line now rather than later, and for GVR just not to enter into any MOUs of the sort being proposed.

In addition to the GENERAL objection to entangling GVR with any 501(c)(3), described above, I also have SPECIFIC objections to GVR entangling itself (again) with GVR Foundation. The reasons for that objection are as follows:

5. Some background: GVR Foundation was pitched in its beginning as, essentially, a “charitable” fundraising arm for GVR Inc. (I put “charitable” in quotes because GVR is not an appropriate object of charity.) One of GVR Foundation’s early efforts—certainly its biggest early effort—was to solicit donations toward the construction of a GVR pickleball center. GVR Foundation told donors that earmarked donations toward the construction of the GVR pickleball center were tax deductible. This assertion was incorrect. But, it was also somewhat effective. GVR Foundation raised about \$170,000 toward the pickleball center, which GVR Foundation transferred to GVR. This was an inappropriate transfer of funds for a 501(c)(3) to undertake. It served no charitable purpose whatsoever. Charitable organizations can lawfully transfer funds or other things of value to persons in need, or to other 501(c)(3)s—NOT to 501(c)(4)s.

At some time between the described transfer of funds and the receipt by GVR Foundation of the old Canoa Hills clubhouse (CHCH) parking lot (discussed further below), the board of GVR Foundation realized that it couldn’t just give GVR money, or anything else of value, absent some genuine charitable purpose. Despite this realization, GVR Foundation has NEVER, as far as I know, made any effort whatsoever to inform its pickleball center donors that those donations were not actually tax deductible.

(I’ll add here, as an aside, that the pitch made by GVR’s then-CEO was simple. Here’s a paraphrase, based on what I’ve heard over the years from multiple witnesses: “Once this 501(c)(3) is in place, just watch: corporate donors will give us enough to build this thing with no money at all from GVR.” Like most statements that seem too good to be true, this one was too good to be true. The only substantial corporate donation, of which I’m aware, was \$50,000 from a local mining operation. It came with strings attached: it was designated for restrooms which had to remain open not just to GVR members, but to the general public as well. Anyway, the pickleball center ended up costing GVR between 1.7 and 1.8 million dollars.)

6. GVR Foundation also benefited from the strange and frustrating chain of events that produced the purchase by GVR of the old CHCH, now the Del Sol Clubhouse (DSCH). Those events were set forth very capably several years ago by GVR’s current

CEO, so I won't go into great detail here. But I will note that the GVR board president during that process admitted, in a public board meeting (when he was still on the board, but no longer president), that he had been in communication with GVR Foundation during that process, and got an "OK" (his term) from GVR Foundation before signing the contract for GVR to buy just the building and a few parking places, while the big parking lot would be donated by the seller to GVR Foundation. GVR Foundation's acceptance of this donation of land appears to be in contravention of GVR Foundation's assertion to the IRS that it would not accept such donations, discussed further below.

(This then-GVR board president, incidentally, had no authority whatsoever to sign the described contract. The GVR board later ratified the contract in executive session, a proceeding which was not authorized under those circumstances. Any decision to ratify (or not ratify) that contract should have been made in a regular session of the GVR board, open to all GVR members.)

This convoluted process, including some level of inappropriate cooperation between at least the GVR board president and at least one member of the GVR Foundation board, ended up costing GVR about \$130,000 more than it should have, while putting an asset worth \$170,000 into GVR Foundation's coffers. (The math: GVR paid \$500,000 to the property seller, plus \$170,000 to GVR Foundation, for property it could have bought direct from the seller for \$540,000. \$670,000 minus \$540,000 is \$130,000.)

The moral onus for this fiasco, obviously, falls mostly on the shoulders of the former GVR board president who signed the contract, and on the shoulders of the GVR board members who voted, in executive session, to ratify that contract. (We don't know who voted yes and who voted no.) What's clear is that those events ended up costing GVR Inc. \$130,000 more than it should have for that asset, and added \$170,000 to GVR Foundation's accounts.

7. More recently, in February 2022, the GVR Foundation board chose to terminate the so-called Resource Sharing Agreement (RSA) with GVR. That termination became effective on May 8, 2022. (This event—the termination of the RSA—was a great day for GVR.) One of the things that ended on that date was GVR Foundation's right to use a version of the GVR logo. Despite this, GVR Foundation continued to use that logo for more than a year thereafter, both on its website and in its printed materials, despite repeated requests from GVR management to cease doing so. The offered "excuse," as I understand it, was that GVR Foundation wanted to "use up" some amount of stationery. (I never heard any alleged "excuse" for continuing to use GVR's logo on the GVR Foundation website.)

Throughout this unauthorized use of the GVR logo, GVR Foundation was certainly not a penniless 501(c)(3). It had in its possession hundreds of thousands of dollars, a tiny sliver of which would have been enough to design and produce a new logo for its website and printed materials. In this described sequence of events, which extended for more than a year, GVR Foundation's dealings with GVR do not stand up well under examination.

8. Even more recently, GVR Foundation informed a number of GVR clubs that club members and others could make earmarked, tax-deductible, "sub-account" donations to GVR Foundation for the benefit of specific designated clubs. This was inappropriate for two reasons: First, earmarked donations are generally not tax deductible, because donors of earmarked donations are substituting their own judgment for that of the 501(c)(3) board. Second, providing equipment, or other goods or services, to GVR clubs is not a charitable purpose.

As far as I'm aware, GVR Foundation has never informed GVR clubs or individual donors (if any) that virtually everything GVR Foundation said about that process, or about the alleged deductibility of earmarked "sub-account" donations, was completely incorrect. Moreover, despite repeated assertions that it would no longer seek GVR club-targeted donations, the GVR Foundation website, as of January 16, 2026, still solicits such donations.

(I'll add here that GVR Foundation also claimed to be collecting a fee of 3 percent annually on these "sub-accounts," for alleged administrative costs. The present status of this setup is unclear, but that fee looks very much like something designed to generate a profit for GVR Foundation, which is inappropriate for a 501(c)(3).)

9. In 2022, GVR Foundation, through its then-board president, weighed in on behalf of a plan that some put forward for GVR to create a "dog park." (I believe all or most of the impetus for this arose from a then-GVR Foundation board member who also served on the GVR Planning and Evaluation committee.) In addressing the GVR board in a public meeting, the then-president of GVR Foundation asserted that GVR Foundation was strongly supportive of GVR creating a dog park.

I and other GVR board members were taken aback by GVR Foundation lobbying another nonprofit (GVR) to undertake a task which seemed entirely unrelated to GVR Foundation's stated charitable purposes. We also wondered, quite reasonably, why GVR Foundation was trying to persuade GVR to do something—create a dog park—which GVR Foundation had plenty of resources to do entirely on its own (after amending its stated purpose). Fortunately, the dog park idea failed in a GVR board vote, but it's still puzzling that GVR Foundation ever got involved in it. GVR is often lobbied by GVR members—and appropriately so, since their payment of dues gives them a voice in what GVR does. But I can't recall any other instance of an independent organization seeking to influence the actions of the GVR board.

10. GVR Foundation's involvement with the annual "free lunch" for GVR employees is also puzzling. In 2023 and 2024, this "free lunch" was pitched initially as GVR Foundation's generous gesture to these employees, and then, after inquiry, morphed quickly into something being provided not by GVR Foundation, but by several individuals instead. Nevertheless, it's clear that most of the recipients of the food, if asked, would say that it came from GVR Foundation.

The paid employees of a 501(c)(4) are not appropriate recipients of charity from GVR Foundation, or from any other 501(c)(3). If some individual or individuals from the board of a 501(c)(3) choose, on their own, to fund such a meal, the best practice would be for there to be no mention at all of that 501(c)(3) in connection with the meal.

11. GVR Foundation has given funds or other things of value to several other local 501(c)(3) organizations. While it is appropriate for one 501(c)(3) to give money to another 501(c)(3) (that's all United Way does, for example), it's also unusual for a small 501(c)(3) to do so. This is because most small 501(c)(3)s have missions that consume all the donations they get, and could consume much more. It's not practical for these small 501(c)(3)s to just turn away from their own missions and give money away so that some other small 501(c)(3) can pursue its mission instead. Moreover, as discussed below, such distributions seem to be inconsistent with representations made by GVR Foundation to the IRS in its application for 501(c)(3) status.

It would be more practical—and more honest—for GVR Foundation to recommend to at least some of its donors that donations to some other 501(c)(3), instead of GVR Foundation, might be more appropriate.

12. It's worth remembering that GVR Foundation, since it terminated the RSA in 2022, stands in no special relationship to GVR. GVR Foundation does collect some funds for the GVR Member Assistance Program (MAP). But so does GVR (there's even a line for that on GVR's annual dues statement sent to members), and GVR does all the actual work of taking applications and determining eligibility. MAP operated before GVR Foundation existed, and would continue to operate even if GVR Foundation ceased to exist. GVR Foundation is now, as to GVR Inc., just one of many 501(c)(3) organizations in and near Green Valley.

Some extracts from GVR Foundation's application for 501(c)(3) status:

13. IRS Form 1023, filed on behalf of GVR Foundation on 31 October 2014, Part VIII, Question 3a:

Do you or will you conduct bingo or gaming activities?

Answer: No

Since 2024, GVR Foundation has been conducting bingo games on GVR property. The IRS devotes more attention to 501(c)(3) organizations which conduct bingo operations, for obvious reasons. If GVR Foundation has filed with the IRS any correction or amendment to its original Form 1023, I can't find that correction or amendment on the GVR Foundation website.

14. IRS Form 1023, filed on behalf of GVR Foundation on 31 October 2014, Part VIII, Question 11:

Do you or will you accept contributions of real property?

Answer: No

In 2020, GVR Foundation accepted a contribution of real property, specifically the parking lot of the old Canoa Hills clubhouse in Green Valley. (The background of that transaction is more fully discussed above.) If GVR Foundation has filed with the IRS any correction or amendment to its original Form 1023, I can't find that correction or amendment on the GVR Foundation website.

15. IRS Form 1023, filed on behalf of GVR Foundation on 31 October 2014, Part VIII, Question 13:

Do you or will you make grants, loans or distributions to other organization(s)?

Answer: No

GVR Foundation has made a number of distributions to other organizations, including GVR. (These distributions are more fully discussed above.) If GVR Foundation has filed with the IRS any correction or amendment to its original Form 1023, I can't find that correction or amendment on the GVR Foundation website.

16. IRS Form 1023, filed on behalf of GVR Foundation on 31 October 2014, Part VIII, Question 15:

Do you have a close connection to any other organizations?

Answer: No.

At the time this form was filed, the treasurer of GVR Foundation—who signed the Form 1023—was Kent Blumenthal, then the CEO of GVR. The address listed on the Form 1023 for all of GVR Foundation's board members then (Anne Waisman, Kent Blumenthal, Rebecca Bradner, Brad Stillahn, Douglas Jurgens, David Wanger) was 1070 S. Calle de Las Casitas, Green Valley AZ 85614—which was and is the address of the administrative offices for GVR. Moreover, at about this time GVR Foundation obtained a loan of \$15,000 from GVR. (This was truly a bizarre event—GVR isn't in the business of making loans.) If GVR Foundation has filed with the IRS any correction or amendment to its original Form 1023, I can't find that correction or amendment on the GVR Foundation website.

17. One of the things I looked for and couldn't find on the GVR Foundation website is any sort of audit report. It's customary for 501(c)(3)s to obtain periodic audits of their financial activities from accountants (usually CPAs) and make the reports available to the public, so that potential donors can see that the 501(c)(3) conducts its financial affairs within the rules. But, as noted, I see no such reports on the GVR Foundation website.

It's not possible to tell whether GVR Foundation has never obtained such an audit or audits, or has obtained it or them and chosen not to reveal the results to the public. But whichever is the case, GVR should insist on seeing an audit report or reports on GVR Foundation's financial activities back to its founding in 2014, before even considering entering into any sort of written agreement with GVR Foundation.

And now, as to the draft memorandum of understanding (MOU) between GVR and GVR Foundation:

18. The stated goal of the proposed collaboration between GVR and GVR Foundation is to raise \$1,000,000 as an "endowment" to fund the Member Assistance Program (MAP). There's no discussion of how anyone came up with the figure of \$1,000,000, and that figure seems to be strangely high.

Here's a breakdown of MAP funding and sources for 2020 through 2025:

2020: total 29,000,  
9,033 GVR, 19,967 GVRF  
2021: total 33,500  
17,296 GVR, 16,204 GVRF  
2022: total 36,720  
14,820 GVR, 21,900 GVRF  
2023: total 48,880  
22,148 GVR, 26,732 GVRF  
2024: total 57,165  
31,975 GVR, 25,190 GVRF  
2025: total 45,000  
20,000 GVR, 25,000 GVRF

So, it's clear that an "endowment" of roughly \$500,000, invested conservatively, would be enough to fund GVR Foundation's future contributions to MAP. This is great news, because GVR Foundation has plenty of money to fund that endowment all on its own. According to its IRS filing for 2024, on its website, GVR Foundation had about \$590,000 on hand at the end of 2024. I imagine it now probably has over \$600,000 on hand. (These sums are a strong indicator that GVR Foundation doesn't really need any help with fundraising. It's doing fine on its own.)

So, GVR Foundation could just move \$500,000 of its money into its MAP "endowment," declare "mission accomplished," and there would be no need for any MOU, or any grand "endowment campaign." GVR Foundation would then have plenty of money left to undertake other charitable endeavors. Indeed, GVR Foundation could create as many "endowment" funds as it wishes, for whatever purpose, with no involvement by GVR at all.

(Incidentally, I see nothing in the materials provided to the board which tells board members how much money GVR Foundation already has in its MAP “endowment” fund. It certainly can’t be zero, given the bingo events it’s been conducting on GVR property, and (presumably) other contributions it’s received.)

(Also incidentally, I’ll note that GVR determines MAP eligibility, as I understand it, to be at or below 200 percent of the Federal Poverty Level (FPL). For 2025, that figure—200 percent of FPL—was \$31,300 for individuals and \$42,300 for a couple. I’ve heard at least one fellow GVR board member suggest that this 200 percent figure should be increased in order to expand MAP eligibility in future. I can only say that 200 percent of FPL is, in my view, already expansive enough.)

19. From the draft MOU, at 2.A.2:

2. “Both parties agree to: identify donor prospects from both organization’s (sic) networks.”

I don’t believe GVR should “identify donor prospects” (whether GVR members, vendors, contractors, or whoever else) from GVR’s “networks,” ever. That would be clearly outside GVR’s mission. This provision should be deleted.

20. From the draft MOU, at 2.C.1:

(Responsibilities of GVR)

1. “Provide Campaign volunteer leadership through Board participation.”

It’s not clear exactly what this is intended to mean, but it seems to imply the creation of some duty of GVR board members to support GVR Foundation’s fundraising efforts. GVR board members have no duty whatsoever to any organization except GVR, and certainly cannot be compelled to support anything undertaken by some other entity. This provision should be deleted.

21. From the draft MOU, at 2.C.3, 2.C.4, 2.C.5 and 2.C.6:

(Responsibilities of GVR)

3. “Assist with community engagement, outreach, and public relations activities, specifically by and limited to eblasts, GVRNow!, website announcements, and facilities for meetings and related events.”

4. “Assist with the planning and providing space for donor events, if any.”

5. “Promote the Campaign across its membership and stakeholder groups through joint communications such as the GVR eBlast, and GVRNow! and public service

announcements on Center monitors (monthly news bulletin) and email communications to members.”

6. “Revise the GVR website to promote the MAP program (sic) and the Endowment Campaign.”

First, (3) and (5) are mostly redundant with one another. Second, all four provisions create and impose demands on GVR staff and other GVR resources which have nothing to do with GVR’s mission: to provide recreational, cultural and educational programs for GVR members and authorized guests. All four of these provisions—3, 4, 5 and 6—should be deleted.

22. From the draft MOU, at 2.C.8:

(Responsibilities of GVR)

8. “Support the solicitation of major donors.”

The term “major donors” isn’t defined in the MOU, but it typically refers to corporate donors. GVR should take no part in seeking any sort of charitable donation to any particular 501(c)(3) from any corporate entity. As noted above, such solicitations are entirely outside GVR’s mission. This provision should be deleted.

23. From the draft MOU at 4.1:

1. “All Campaign donations will be directed to the Foundation as the designated fiscal agent.”

This seems to imply that MAP donations direct to GVR will no longer be processed. As noted above, GVR accepted MAP donations before GVR Foundation came into existence, GVR still accepts them, and GVR will presumably continue to accept them in the future. This provision should be deleted.

24. From the draft MOU, at 4.2:

2. “Campaign funds will be used exclusively for approved MAP Endowment purposes.”

As noted above, donations of any kind to GVR Foundation are used however the GVR Foundation board sees fit. No provision of any MOU between GVR Foundation and any other entity can change that. If the GVR Foundation board chooses in the future to use MAP “endowment” funds for some other purpose, that’s strictly their business. This provision should be deleted.

Incidentally, this provision would certainly have been flagged by a legal review obtained by GVR Foundation. It’s odd that, as far as I can tell, neither GVR Foundation nor GVR has obtained such a review of this draft MOU. GVR should certainly get a written legal

review of the final version of this MOU, whether GVR Foundation does or not, before the GVR board votes on it.

25. From the draft MOU, at 6:

“All public announcements, printed materials, media releases, and marketing content related to the Campaign must be:

approved by the ad hoc committee

consistent with jointly established messaging

released only through mutually agreed channels”

These provisions purport to curtail the inherent authority of the GVR CEO to communicate in any way he sees fit on any topic affecting the operation of GVR. All of these provisions should be deleted.

26. From the draft MOU, at 7:

“Either party may terminate the MOU with 30 days’ written notice, provided that:

Both parties agree on the wind-down process

Financial obligations are fulfilled

Donor commitments are honored”

This is a "termination clause" that isn't actually a termination clause at all. All the non-terminating party has to do is refuse to "agree on the wind-down process," and the termination is frustrated. GVR's goal should be to have the authority to terminate the MOU as easily as possible. All of the language above after "with 30 days' written notice" should be deleted.

27. A final observation: much of the information above, particularly paragraphs 5 through 18, should have been provided to the GVR board by the ad hoc committee, as part of the committee's due diligence in analyzing whether an MOU with GVR Foundation would be likely to be beneficial to GVR. Instead, this information had to be gathered and presented by a GVR board member who isn't even part of the ad hoc committee. It almost seems as if the ad hoc committee just wants to push through this MOU without regard to whether doing so would really be in the best interest of GVR.

GVR Foundation response to Director Hillyer's email.

I have a GENERAL objection to GVR entering into any "memorandum of understanding" or any other kind of agreement with any 501(c)(3) charitable organization. The reasons for this are simple and straightforward:

1. The purpose of GVR, a 501(c)(4) member service organization, and the purpose of 501(c)(3) charitable organizations are quite different from one another.

As a 501(c)(4) member service organization, GVR exists to provide recreational opportunities to its dues-paying members and their authorized guests. GVR has no explicit charitable purpose at all, though it may (and does) occasionally provide facility space for some charitable endeavors.

501(c)(3) charitable organizations exist to ameliorate in some way the condition of people who are in poverty. This is a commendable purpose, but it's outside GVR's mission.

**We agree. As a 501(c)(4), GVR exists to provide recreational opportunities for paid GVR members. As such, they are not fund raisers. This was the reason the GVR Foundation, a 501(c)(3) was started, to be able to fund raise for GVR's financially vulnerable populations so that said members could continue to take advantage of recreational services provided.**

2. The actions of 501(c)(3) organizations are directed by their duly constituted boards. Sometimes those actions are reasonable and lawful, and sometimes they aren't. Often the board of a single 501(c)(3) will drift from competence to incompetence and back again, and sometimes even into unpermitted activity, over the course of just a few years. No one has any control over these drifts except the board of that 501(c)(3).

**The GVR Foundation has worked diligently to correct any sloppy past practices and is committed to continuing to do so. Three years ago, the GVR Foundation joined the Council on Foundations which offer leadership, best practices, and legal consultation, which we liberally take advantage of. We have conducted annual all-day working retreats to determine our next steps. We have received two separate legal consultations on our subaccounts and followed all the legal advice offered. Numerous clubs reached out to us about earmarked fund-raising campaigns in past years, and each was told that we couldn't provide such. Nevertheless, the GVR Foundation has discontinued all subaccounts and returned monies (with interest) to each of the clubs. This process was finalized in December 2025.**

**We continue to re-evaluate all our practices and to eliminate those that are not long congruent with our mission. Thus, rather than 'drift' into unethical and/or illegal behavior, the GVR Foundation's trajectory has been in strengthening and streamlining practices instead.**

Since GVR certainly has zero control over the actions or composition of any 501(c)(3) board, or over the actions of any individual 501(c)(3) board member, GVR should steer clear of entering into any affiliation with any 501(c)(3). Any reputational damage caused by misfeasance or malfeasance of the 501(c)(3) board, or of individual members thereof, should accrue solely to that 501(c)(3), and none should accrue to GVR.

3. No promise made to GVR today by the current board of a 501(c)(3), as to the eventual use of funds in the possession of that 501(c)(3), is legally binding. A subsequent board, or even the very same board, is free at all times to allocate funds in any way it sees fit. It would be unwise for GVR even to hint to potential donors to a 501(c)(3) that GVR was acting a guarantor, express or implied, of anything that the 501(c)(3) board, or elements thereof, might do in the future.

The GVR Foundation has been providing grants annually to the GVR MAP program since 2015, and we remain committed to doing so in the future.

In fact, a fully funded MAP Endowment would ensure funding is available to GVR long in the future. If GVR determined that GVR Foundation funds were not wanted or needed, the current GVR Foundation Board would need to determine and vote what would happen to the MAP Endowment, likely that it would be turned into a General Charitable Giving Endowment.

Please note that the GVR Foundation has remained committed to funding the MAP program, even with ongoing malice and contempt provided by a subset of the GVR Board. All our other grantees (although receiving much smaller grants) remain highly appreciative and thankful.

4. Entering into an MOU with one local charitable organization will create for GVR a classic “slippery slope” situation, in which it will be difficult or impossible for GVR to articulate valid reasons not to enter into identical or similar MOUs with other local nonprofits. I don’t believe that either Scott or the GVR board desires to be in the position of “explaining” to multiple worthy nonprofits why it is that GVR won’t provide the same level of resources and support that GVR provides to the nonprofit with which it has an MOU. It would be much wiser to draw the line now rather than later, and for GVR just not to enter into any MOUs of the sort being proposed.

The proceeds of the MAP Endowment are currently and will continue to be used to support financially vulnerable GVR members. It is the goal of GVR Foundation to be able to eventually be able to fund the entirety of annual MAP needs.

We are unaware of any other local nonprofits that only support GVR and GVR members.

In addition to the GENERAL objection to entangling GVR with any 501(c)(3), described above, I also have SPECIFIC objections to GVR entangling itself (again) with GVR Foundation. The reasons for that objection are as follows:

5. Some background: GVR Foundation was pitched in its beginning as, essentially, a “charitable” fundraising arm for GVR Inc. (I put “charitable” in quotes because GVR is not an appropriate object of charity.) One of GVR Foundation’s early efforts—certainly its biggest early effort—was to solicit donations toward the construction of a GVR pickleball center. GVR Foundation told donors that earmarked donations toward the construction of the GVR pickleball center were tax deductible. This

assertion was incorrect. But, it was also somewhat effective. GVR Foundation raised about \$170,000 toward the pickleball center, which GVR Foundation transferred to GVR. This was an inappropriate transfer of funds for a 501(c)(3) to undertake. It served no charitable purpose whatsoever. Charitable organizations can lawfully transfer funds or other things of value to persons in need, or to other 501(c)(3)s—NOT to 501(c)(4)s.

GVR is an appropriate opportunity for charity via the MAP program.

The Pickleball center fund raiser was 12 years ago and arranged by a newly developed GVR foundation Board in conjunction with a former GVR CEO. Although highly successful, these types of fund raisers have not occurred through the GVR Foundation since that time (although several clubs have requested such). The GVR Foundation is aware that these first practices, while enthusiastic, were a bit sloppy. The GVR Foundation has since tightened practices. To continue to be negatively judged by what occurred 12 years ago has long been corrected really should end.

Today's GVR CEO should not be accountable for decisions made by his predecessor. Today's GVR Board should not be held accountable for decisions made by past GVR Boards. And today's GVR Foundation Board should not be held accountable for decisions made by past GVR Foundation Boards. Each of these entities should be held accountable for the decisions that they are making today.

At some time between the described transfer of funds and the receipt by GVR Foundation of the old Canoa Hills clubhouse (CHCH) parking lot (discussed further below), the board of GVR Foundation realized that it couldn't just give GVR money, or anything else of value, absent some genuine charitable purpose. Despite this realization, GVR Foundation has NEVER, as far as I know, made any effort whatsoever to inform its pickleball center donors that those donations were not actually tax deductible.

(I'll add here, as an aside, that the pitch made by GVR's then-CEO was simple. Here's a paraphrase, based on what I've heard over the years from multiple witnesses: "Once this 501(c)(3) is in place, just watch: corporate donors will give us enough to build this thing with no money at all from GVR." Like most statements that seem too good to be true, this one was too good to be true. The only substantial corporate donation, of which I'm aware, was \$50,000 from a local mining operation. It came with strings attached: it was designated for restrooms which had to remain open not just to GVR members, but to the general public as well. Anyway, the pickleball center ended up costing GVR between 1.7 and 1.8 million dollars.)

This occurred 12 years ago and besides being hearsay, appears to be irrelevant today. GVR has a different CEO and the GVR Foundation has a different Board.

Whereas the GVR board doesn't expect to have to account for what previous GVR Boards did, except to remedy any problems noted. Neither should the GVR Foundation.

6. GVR Foundation also benefited from the strange and frustrating chain of events that produced the purchase by GVR of the old CHCH, now the Del Sol Clubhouse (DSCH). Those events were set forth very capably several years ago by GVR's current CEO, so I won't go into great detail here. But I will note that the GVR board president during that process admitted, in a public board meeting (when he was still on

the board, but no longer president), that he had been in communication with GVR Foundation during that process, and got an “OK” (his term) from GVR Foundation before signing the contract for GVR to buy just the building and a few parking places, while the big parking lot would be donated by the seller to GVR Foundation. GVR Foundation’s acceptance of this donation of land appears to be in contravention of GVR Foundation’s assertion to the IRS that it would not accept such donations, discussed further below.

(This then-GVR board president, incidentally, had no authority whatsoever to sign the described contract. The GVR board later ratified the contract in executive session, a proceeding which was not authorized under those circumstances. Any decision to ratify (or not ratify) that contract should have been made in a regular session of the GVR board, open to all GVR members.)

This convoluted process, including some level of inappropriate cooperation between at least the GVR board president and at least one member of the GVR Foundation board, ended up costing GVR about \$130,000 more than it should have, while putting an asset worth \$170,000 into GVR Foundation’s coffers. (The math: GVR paid \$500,000 to the property seller, plus \$170,000 to GVR Foundation, for property it could have bought direct from the seller for \$540,000. \$670,000 minus \$540,000 is \$130,000.)

The moral onus for this fiasco, obviously, falls mostly on the shoulders of the former GVR board president who signed the contract, and on the shoulders of the GVR board members who voted, in executive session, to ratify that contract. (We don’t know who voted yes and who voted no.) What’s clear is that those events ended up costing GVR Inc. \$130,000 more than it should have for that asset, and added \$170,000 to GVR Foundation’s accounts.

**After having this property on the market and later pulling it while reassessing its value, the owner of the property, including parking lot, decided to donate the parking lot instead for a tax break. This was the choice of the owner and the overpayment noted above is speculative at best.**

7. More recently, in February 2022, the GVR Foundation board chose to terminate the so-called Resource Sharing Agreement (RSA) with GVR. That termination became effective on May 8, 2022. (This event—the termination of the RSA—was a great day for GVR.) One of the things that ended on that date was GVR Foundation’s right to use a version of the GVR logo. Despite this, GVR Foundation continued to use that logo for more than a year thereafter, both on its website and in its printed materials, despite repeated requests from GVR management to cease doing so. The offered “excuse,” as I understand it, was that GVR Foundation wanted to “use up” some amount of stationery. (I never heard any alleged “excuse” for continuing to use GVR’s logo on the GVR Foundation website.)

Throughout this unauthorized use of the GVR logo, GVR Foundation was certainly not a penniless 501(c)(3). It had in its possession hundreds of thousands of dollars, a tiny sliver of which would have been enough to design and produce a new logo for its website and printed materials. In this described sequence of events, which extended for more than a year, GVR Foundation’s dealings with GVR do not stand up well under examination.

**After dissolving the Resource Sharing Agreement (not “the so called” Resource Sharing Agreement), the GVR Foundation developed a process to determine what we needed to address plus the urgency of each issue now that the GVR Foundation was completely**

independent. The logo was not considered an urgent matter. We started working on logo design about 6 months after ending the Resource Sharing Agreement. This process of developing a new logo took approximately 6 months to finalize and complete.

The GVR Foundation is accused of having cash on hand yet not spending it. Most of the GVR Foundation's resources are and have been tied up in different Endowments. What is on paper financially is not available for use. In fact, for several years, the GVR Foundation board used operating funds, plus personal funds contributed from individual GVR Foundation board members to make our annual commitment to MAP. We did not have significant non-committed extra funds paper. Thankfully, our Bingo games have relieved us of much of this stress.

8. Even more recently, GVR Foundation informed a number of GVR clubs that club members and others could make earmarked, tax-deductible, "sub-account" donations to GVR Foundation for the benefit of specific designated clubs. This was inappropriate for two reasons: First, earmarked donations are generally not tax deductible, because donors of earmarked donations are substituting their own judgment for that of the 501(c)(3) board. Second, providing equipment, or other goods or services, to GVR clubs is not a charitable purpose.

Per legal recommendations, the GVR Foundation website and subaccount paperwork were updated. Every request from clubs for a grant from their subaccount went to a full GVR Foundation board vote. Each affirmed grant met IRS charitable criteria. If not met, the grant was not made.

As far as I'm aware, GVR Foundation has never informed GVR clubs or individual donors (if any) that virtually everything GVR Foundation said about that process, or about the alleged deductibility of earmarked "sub-account" donations, was completely incorrect. Moreover, despite repeated assertions that it would no longer seek GVR club-targeted donations, the GVR Foundation website, as of January 16, 2026, still solicits such donations.

The GVR Foundation consulted with two separate attorneys who indicated that our actual processes were fine but gave us recommendations about what to add on our website and paperwork. All these recommended changes were made.

GVR Foundation has since discontinued all club sub accounts as voted on June 12, 2025. All references to club subaccounts were removed from the website in late September 2025. Due to a problem with website access, there was a time when the old, out-of-date website could be accessed by search engines. This problem was corrected on December 20, 2025. All remaining funds, plus interest, were returned to the clubs. This was completed by December of 2025.

(I'll add here that GVR Foundation also claimed to be collecting a fee of 3 percent annually on these "sub-accounts," for alleged administrative costs. The present status of this setup is unclear, but that fee looks very much like something designed to generate a profit for GVR Foundation, which is inappropriate for a 501(c)(3).)

Typical nonprofit administration fees range between 3% and 15%.

Nevertheless, GVR Foundation discontinued collecting a 3% administrative fee on donations about 2.5 years ago and added interest earned to each of the sub accounts. This 3% administration fee was also discontinued at the same time for all donations to MAP.

9. In 2022, GVR Foundation, through its then-board president, weighed in on behalf of a plan that some put forward for GVR to create a “dog park.” (I believe all or most of the impetus for this arose from a then-GVR Foundation board member who also served on the GVR Planning and Evaluation committee.) In addressing the GVR board in a public meeting, the then-president of GVR Foundation asserted that GVR Foundation was strongly supportive of GVR creating a dog park.

This was a former, enthusiastic GVR Foundation Board member and dog park fan speaking a bit out of turn. Please note that there was no follow-through by GVR Foundation on this issue.

I and other GVR board members were taken aback by GVR Foundation lobbying another nonprofit (GVR) to undertake a task which seemed entirely unrelated to GVR Foundation’s stated charitable purposes. We also wondered, quite reasonably, why GVR Foundation was trying to persuade GVR to do something—create a dog park—which GVR Foundation had plenty of resources to do entirely on its own (after amending its stated purpose). Fortunately, the dog park idea failed in a GVR board vote, but it’s still puzzling that GVR Foundation ever got involved in it. GVR is often lobbied by GVR members—and appropriately so, since their payment of dues gives them a voice in what GVR does. But I can’t recall any other instance of an independent organization seeking to influence the actions of the GVR board.

10. GVR Foundation’s involvement with the annual “free lunch” for GVR employees is also puzzling. In 2023 and 2024, this “free lunch” was pitched initially as GVR Foundation’s generous gesture to these employees, and then, after inquiry, morphed quickly into something being provided not by GVR Foundation, but by several individuals instead. Nevertheless, it’s clear that most of the recipients of the food, if asked, would say that it came from GVR Foundation.

The GVR Foundation provided a free BBQ lunch annually for GVR staff as a thank you for their hard work. This was funded personally by GVR Foundation board members. GVR Foundation funds were not used. Although much appreciated by GVR staff, the GVR Foundation board recently decided to end this annual event.

The paid employees of a 501(c)(4) are not appropriate recipients of charity from GVR Foundation, or from any other 501(c)(3). If some individual or individuals from the board of a 501(c)(3) choose, on their own, to fund such a meal, the best practice would be for there to be no mention at all of that 501(c)(3) in connection with the meal.

11. GVR Foundation has given funds or other things of value to several other local 501(c)(3) organizations. While it is appropriate for one 501(c)(3) to give money to another 501(c)(3) (that’s all United Way does, for example), it’s also unusual for a small 501(c)(3) to do so. This is because most small 501(c)(3)s have missions that consume all the donations they get, and could consume much more. It’s not practical for these small 501(c)(3)s to just turn away from their own missions and give money away so that some other small 501(c)(3) can pursue its mission instead. Moreover, as discussed below, such distributions seem to be inconsistent with representations made by GVR Foundation to the IRS in its application for 501(c)(3) status.

It is appropriate. It is also how the GVR Foundation Board has chosen and will continue to support local community 501(c)(3). For example, in the last few years, the GVR Foundation has granted funds to Green Valley Cares, Valley Assistance Services, La Posada Services, Community Food Bank of Southern Arizona, Green Valley Fire Corps, and Friends in Deed, to name a few.

**Please note that we also greatly appreciate grants made to us for the MAP program from the White Elephant, another 501(c)(3)**

It would be more practical—and more honest—for GVR Foundation to recommend to at least some of its donors that donations to some other 501(c)(3), instead of GVR Foundation, might be more appropriate.

**GVR Foundation Board members determine their charitable practices, not GVR Board members.**

12. It's worth remembering that GVR Foundation, since it terminated the RSA in 2022, stands in no special relationship to GVR. GVR Foundation does collect some funds for the GVR Member Assistance Program (MAP). But so does GVR (there's even a line for that on GVR's annual dues statement sent to members), and GVR does all the actual work of taking applications and determining eligibility. MAP operated before GVR Foundation existed, and would continue to operate even if GVR Foundation ceased to exist. GVR Foundation is now, as to GVR Inc., just one of many 501(c)(3) organizations in and near Green Valley.

**GVR does accept donations for MAP in the annual dues statements, even though fund raising is not congruent with the GVR mission. Nevertheless, GVR historically has brought in approximately half of needed annual funds based on numbers of applicants.**

**If the GVR Board does not wish to take our annual grants for MAP, please let us know. There is no dearth of community needs in the Green Valley and surrounding area. Since 2015, the GVR Foundation has donated \$205,814 to the MAP program with an additional \$30,00 committed for January/February of 2026. MAP applications continue to rise annually. The eventual goal of the MAP Endowment is to fund 100% of MAP.**

Some extracts from GVR Foundation's application for 501(c)(3) status:

13. IRS Form 1023, filed on behalf of GVR Foundation on 31 October 2014, Part VIII, Question 3a:

Do you or will you conduct bingo or gaming activities?

Answer: No

Since 2024, GVR Foundation has been conducting bingo games on GVR property. The IRS devotes more attention to 501(c)(3) organizations which conduct bingo operations, for obvious reasons. If GVR Foundation has filed with the IRS any correction or amendment to its original Form 1023, I can't find that correction or amendment on the GVR Foundation website.

14. IRS Form 1023, filed on behalf of GVR Foundation on 31 October 2014, Part VIII, Question 11:

Do you or will you accept contributions of real property?

Answer: No

In 2020, GVR Foundation accepted a contribution of real property, specifically the parking lot of the old Canoa Hills clubhouse in Green Valley. (The background of that transaction is more fully discussed above.) If GVR Foundation has filed with the IRS any correction or amendment to its original Form 1023, I can't find that correction or amendment on the GVR Foundation website.

15. IRS Form 1023, filed on behalf of GVR Foundation on 31 October 2014, Part VIII, Question 13:

Do you or will you make grants, loans or distributions to other organization(s)?

Answer: No

GVR Foundation has made a number of distributions to other organizations, including GVR. (These distributions are more fully discussed above.) If GVR Foundation has filed with the IRS any correction or amendment to its original Form 1023, I can't find that correction or amendment on the GVR Foundation website.

16. IRS Form 1023, filed on behalf of GVR Foundation on 31 October 2014, Part VIII, Question 15:

Do you have a close connection to any other organizations?

Answer: No.

At the time this form was filed, the treasurer of GVR Foundation—who signed the Form 1023—was Kent Blumenthal, then the CEO of GVR. The address listed on the Form 1023 for all of GVR Foundation's board members then (Anne Waisman, Kent Blumenthal, Rebecca Bradner, Brad Stillahn, Douglas Jurgens, David Wanger) was 1070 S. Calle de Las Casitas, Green Valley AZ 85614—which was and is the address of the administrative offices for GVR. Moreover, at about this time GVR Foundation obtained a loan of \$15,000 from GVR. (This was truly a bizarre event—GVR isn't in the business of making loans.) If GVR Foundation has filed with the IRS any correction or amendment to its original Form 1023, I can't find that correction or amendment on the GVR Foundation website.

1023 is the initial application form to become a 503©(3). We were approved as a 503© (3). Since we have continued to follow the rules about charitable giving, and report what we are doing, there is no need to reapply or amend the initial application. The Board can change things; we just need to report it. Our reports are made through tax filings which are posted on our website (gvr@org).

Nevertheless, please note that there is no mention of Bingo in the 2024 tax return. It was not required due to our games not making the minimum dollar amount. In 2025, Bingo will be reported as "Gaming" revenue in the 2025 tax return.

17. One of the things I looked for and couldn't find on the GVR Foundation website is any sort of audit report. It's customary for 501(c)(3)s to obtain periodic audits of their financial activities from accountants (usually CPAs) and make the reports available to the public, so that potential donors can see that the 501(c)(3) conducts its financial affairs within the rules. But, as noted, I see no such reports on the GVR Foundation website.

It's not possible to tell whether GVR Foundation has never obtained such an audit or audits, or has obtained it or them and chosen not to reveal the results to the public. But whichever is the case, GVR should insist on seeing an audit report or reports on GVR Foundation's financial activities back to its founding in 2014, before even considering entering into any sort of written agreement with GVR Foundation.

**We conduct annual internal audits. We are not required to do an independent audit by a CPA firm, nor to post audit reports on our website. When and if our financial and tax advisors tell us that an independent audit is required, we will do so.**

In the meantime, the answer to the audit question is within the question itself by using the word "customarily". Maybe it is, maybe it is not, but it is not legally required.

And now, as to the draft memorandum of understanding (MOU) between GVR and GVR Foundation:

18. The stated goal of the proposed collaboration between GVR and GVR Foundation is to raise \$1,000,000 as an "endowment" to fund the Member Assistance Program (MAP). There's no discussion of how anyone came up with the figure of \$1,000,000, and that figure seems to be strangely high.

**Once funded, \$1,000,000 MAP Endowment's dividends are estimated to pay out approximately \$50,000 per year. The GVR Foundation's future goal is to fund all 100% of annual MAP needs. A fully funded MAP Endowment would ensure that future generations of financially struggling GVR members could continue to have access to all GVR's social and recreational activities.**

Here's a breakdown of MAP funding and sources for 2020 through 2025:

2020: total 29,000, 9,033 GVR, 19,967 GVRF  
2021: total 33,500 17,296 GVR, 16,204 GVRF  
2022: total 36,720 14,820 GVR, 21,900 GVRF  
2023: total 48,880 22,148 GVR, 26,732 GVRF  
2024: total 57,165 31,975 GVR, 25,190 GVRF  
2025: total 45,000 20,000 GVR, 25,000 GVRF

So, it's clear that an "endowment" of roughly \$500,000, invested conservatively, would be enough to fund GVR Foundation's future contributions to MAP. This is great news, because GVR Foundation has plenty of money to fund that endowment all on its own. According to its IRS filing for 2024, on its website, GVR Foundation had about \$590,000 on hand at the end of 2024. I imagine it now probably has over \$600,000 on hand. (These sums are a strong

indicator that GVR Foundation doesn't really need any help with fundraising. It's doing fine on its own.)

Most of the GVR Foundation monies are in Donor Advised Endowments or restricted in other ways. For example, 100% of Bingo proceeds (minus Bingo expenses) are earmarked to go annually to the MAP program. If the GVR Board of Directors determines that funds for MAP are no longer wanted, all Bingo proceeds instead would go to other qualified local charitable causes as determined by the GVR Foundation board.

So, GVR Foundation could just move \$500,000 of its money into its MAP "endowment," declare "mission accomplished," and there would be no need for any MOU, or any grand "endowment campaign." GVR Foundation would then have plenty of money left to undertake other charitable endeavors. Indeed, GVR Foundation could create as many "endowment" funds as it wishes, for whatever purpose, with no involvement by GVR at all.

(Incidentally, I see nothing in the materials provided to the board which tells board members how much money GVR Foundation already has in its MAP "endowment" fund. It certainly can't be zero, given the bingo events it's been conducting on GVR property, and (presumably) other contributions it's received.)

The GVR Foundation currently has approximately \$140,000 in the MAP Endowment. Although Bingo games have been a successful fund raiser, Bingo proceeds alone fall short of annual MAP needs and cannot be used to fund the MAP Endowment per the Arizona Department of Revenue, which has oversight of charitable bingo.

(Also incidentally, I'll note that GVR determines MAP eligibility, as I understand it, to be at or below 200 percent of the Federal Poverty Level (FPL). For 2025, that figure—200 percent of FPL—was \$31,300 for individuals and \$42,300 for a couple. I've heard at least one fellow GVR board member suggest that this 200 percent figure should be increased in order to expand MAP eligibility in future. I can only say that 200 percent of FPL is, in my view, already expansive enough.)

GVR determines MAP eligibility, not the GVR Foundation.

19. From the draft MOU, at 2.A.2:

2. "Both parties agree to: identify donor prospects from both organization's (sic) networks."

I don't believe GVR should "identify donor prospects" (whether GVR members, vendors, contractors, or whoever else) from GVR's "networks," ever. That would be clearly outside GVR's mission. This provision should be deleted.

20. From the draft MOU, at 2.C.1:

(Responsibilities of GVR)

1. "Provide Campaign volunteer leadership through Board participation."

It's not clear exactly what this is intended to mean, but it seems to imply the creation of some duty of GVR board members to support GVR Foundation's fundraising efforts. GVR board members have no duty whatsoever to any organization except GVR, and certainly cannot be compelled to support anything undertaken by some other entity. This provision should be deleted.

21. From the draft MOU, at 2.C.3, 2.C.4, 2.C.5 and 2.C.6:

(Responsibilities of GVR)

3. "Assist with community engagement, outreach, and public relations activities, specifically by and limited to eblasts, GVRNow!, website announcements, and facilities for meetings and related events."
4. "Assist with the planning and providing space for donor events, if any."
5. "Promote the Campaign across its membership and stakeholder groups through joint communications such as the GVR eBlast, and GVRNow! and public service announcements on Center monitors (monthly news bulletin) and email communications to members."
6. "Revise the GVR website to promote the MAP program (sic) and the Endowment Campaign."

First, (3) and (5) are mostly redundant with one another. Second, all four provisions create and impose demands on GVR staff and other GVR resources which have nothing to do with GVR's mission: to provide recreational, cultural and educational programs for GVR members and authorized guests. All four of these provisions—3, 4, 5 and 6—should be deleted.

22. From the draft MOU, at 2.C.8:

(Responsibilities of GVR)

8. "Support the solicitation of major donors."

The term "major donors" isn't defined in the MOU, but it typically refers to corporate donors. GVR should take no part in seeking any sort of charitable donation to any particular 501(c)(3) from any corporate entity. As noted above, such solicitations are entirely outside GVR's mission. This provision should be deleted.

23. From the draft MOU at 4.1:

1. "All Campaign donations will be directed to the Foundation as the designated fiscal agent."

This seems to imply that MAP donations direct to GVR will no longer be processed. As noted above, GVR accepted MAP donations before GVR Foundation came into existence, GVR still accepts them, and GVR will presumably continue to accept them in the future. This provision should be deleted.

24. From the draft MOU, at 4.2:

2. "Campaign funds will be used exclusively for approved MAP Endowment purposes."

As noted above, donations of any kind to GVR Foundation are used however the GVR Foundation board sees fit. No provision of any MOU between GVR Foundation and any other entity can change that. If the GVR Foundation board chooses in the future to use MAP "endowment" funds for some other purpose, that's strictly their business. This provision should be deleted.

Incidentally, this provision would certainly have been flagged by a legal review obtained by GVR Foundation. It's odd that, as far as I can tell, neither GVR Foundation nor GVR has obtained such a review of this draft MOU. GVR should certainly get a written legal review of the final version of this MOU, whether GVR Foundation does or not, before the GVR board votes on it.

25. From the draft MOU, at 6:

"All public announcements, printed materials, media releases, and marketing content related to the Campaign must be:

approved by the ad hoc committee

consistent with jointly established messaging

released only through mutually agreed channels"

These provisions purport to curtail the inherent authority of the GVR CEO to communicate in any way he sees fit on any topic affecting the operation of GVR. All of these provisions should be deleted.

26. From the draft MOU, at 7:

"Either party may terminate the MOU with 30 days' written notice, provided that:

Both parties agree on the wind-down process

Financial obligations are fulfilled

Donor commitments are honored"

This is a "termination clause" that isn't actually a termination clause at all. All the non-terminating party has to do is refuse to "agree on the wind-down process," and the termination is frustrated. GVR's goal should be to have the authority to terminate the MOU as easily as possible. All of the language above after "with 30 days' written notice" should be deleted.

27. A final observation: much of the information above, particularly paragraphs 5 through 18, should have been provided to the GVR board by the ad hoc committee, as part of the committee's due diligence in analyzing whether an MOU with GVR Foundation would be likely to be beneficial to GVR. Instead, this information had to be gathered and presented by a GVR board member who isn't even part of the ad hoc committee. It almost seems as if the ad hoc

committee just wants to push through this MOU without regard to whether doing so would really be in the best interest of GVR.



Green Valley Recreation, Inc.  
**Board of Directors Meeting**  
**Dance Club Application**

**Prepared By:** Steve Kindred, Rec. Prog. Dir.    **Meeting Date:** January 28, 2026

**Presented By:** Steve Kindred, Rec. Prog. Dir.    **Consent Agenda:** No

**Originating Committee / Department:**

Recreation Department

**Action Requested:**

Consider approving the creation of a “GVR Steppin’ Out Dance Club.”

**Strategic Plan:**

Goal 2: Provide quality services and programs that effectively meet the recreational, social, and leisure education needs of our membership, allocating resources to support those programs.

**Background Justification:**

This is a dance club with activities different from the three clubs currently active. Per the Steppin’ Out Dance Club application: “Dance event twice a month for all GVR members at the GVR Canoa Hills facility, which provides the only ‘suspended’ dance floor in Green Valley. We are all-inclusive to dancers of any genre and expertise. Partners are not required, casual dress, free lessons.”

**Fiscal Impact:**

N/A

**Board Options:**

- 1) Approve the request to grant club status to the GV Steppin’ Out Dance Club.
- 2) Table this discussion at this time.

**Staff Recommendation:**

Option #1

**Recommended Motion:**

Move to approve the request to grant club status to the GVR Steppin’ Out Dance Club.

**Attachments:**

- 1) Steppin’ Out Dance Club application material.



Date: January 13, 2026  
To: Steve Kindred, Recreation Director  
From: Kathy Edwards, GVR Clubs Liaison  
Subj: Application for GVR Steppin' Out Dance Club

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**Purpose**

To provide GVR members the opportunity to dance

**Benefit to GVR Membership**

Dance event twice a month for all GVR members at the GVR Canoa Hills facility which provides the only "suspended" dance floor in Green Valley. We are all-inclusive to dancers of any genre and expertise. Partners are not required, casual dress, free lessons.

**Space Requirements**

Canoa Hills Auditorium

**Club Membership**

There are currently 53 GVR members on the membership roster which have been verified by GVR staff.

**Club Officers**

Carolyn Digby, President

Terry Turner, Vice President

Denise Dickerson, Secretary/Treasurer

**Documents attached**

Application, Membership Roster, Officers List, Bylaws, Annual Agreement

**GVR Staff Approval**

[REDACTED]

Steve Kindred  
GVR Recreation Director

1/14/26

Date

[REDACTED]

Scott Somers  
GVR Chief Executive Officer

1/14/26

Date



## 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 STEPPIN' Out DANCE Club."
2. Have your interested members read the GVR Bylaws, and Corporate Policy Manual (CPM) posted on the GVR Website, including Part 6: GVR Programs and Clubs? YES  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  NO
4. Is the mission of your group consistent with GVR's mission: "To provide excellent facilities and services that create opportunities for recreation, social activities, and leisure education to enhance the quality of our members' lives? YES  NO
5. How will this club benefit GVR and the membership?  
WE WILL PROVIDE AN ALTERNATIVE DANCE EVENT TWICE A MONTH TO ALL GVR MEMBERS @ CANYAHILLS WHICH PROVIDES THE ONLY "SUSPENDED" DANCE FLOOR IN G.V. WE ARE ALL INCLUSIVE TO DANCERS OF ANY GENRE AND EXPERTISE.
6. Please describe, in detail, the purpose, plan and charge of your group.  
WE PROVIDE A GREAT VARIETY OF MUSIC WHERE FRIENDSHIPS ARE MADE. DANCE LESSONS ARE FREE. PARTNERS ARE NOT REQUIRED. DIFFERENT GENRES OF MUSIC TO PLEASE EVERYONE.
7. 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 <u>NON-PROFIT</u>
<input checked="" type="checkbox"/> Better operation of group	<input checked="" type="checkbox"/> Insurance
<input checked="" type="checkbox"/> Facility space	<input type="checkbox"/> Storage
<input checked="" type="checkbox"/> Reservation preference	<input checked="" type="checkbox"/> Need for dues
<input checked="" type="checkbox"/> GVR support	<input type="checkbox"/> 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)

Monday      Tuesday      Wednesday      Thursday      Friday      Saturday      Sunday

*1<sup>st</sup> CHOICE*

*2<sup>nd</sup> CHOICE*

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   
*ONLY SET UP OF TABLES/CHAIRS AND ICE*

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, OTHER THAN THE JOY OF DANCING!*

17. Is your group willing to provide orientation, instruction and training for new members if necessary?

YES  NO  *WE PROVIDE A 1/2 HR. OF FREE DANCE INSTRUCTION FOR THOSE INTERESTED.*



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 4 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](http://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: CAROLYN DIGBY

## DIFFERENCES BETWEEN TWO DANCE CLUBS:

### Saturday Night Dance Club

Target attendees are for “partnered” ballroom dancers.

Genre of dancing is ballroom.

Dress code has a rigid requirement for dressy attire, including leather sole shoes.

Their mission is to preserve partnered “touch” dancing like the Big Band era.

No Lessons except a basic “one step”

Venue is Santa Rita Springs which has a much smaller dance floor and is across town and not as easily accessed.

We believe both clubs can coincide offering many more opportunities for members and guests to enjoy dance events on non-competing days and locations.

### GVR Steppin' Out Dance Club

Attendance is open to all Dancers, partnered or single.

Any genre is acceptable including freestyle.

Dress code is smart casual with few restrictions of no shorts or flip flops.

Our mission is to provide casual dance events that all GVR dance enthusiasts can attend just to enjoy dancing. We emphasize connection and making friends.

We have two professional dance instructors who provide free lessons in ballroom, latin, swing and country western.

Our choice venue is Canoa Hills which has the largest suspended dance floor in all of Pima County. Members prefer this venue.

"GVR STEPPIN' OUT DANCE CLUB"

MEMBERSHIP ROSTER (as of 12/15/25)

1	JANICE BROWN
2	C.J. JONES
3	ALLEN CHENOWETH
4	KIM CHENOWETH
5	CAROL DIGBY
6	DEAN BEILKE
7	BONNIE BEILKE
8	RICK HODGES
9	ARDELL HODGES
10	ROBERT SHROPSHIRE
11	VIRGINIA GONZALEZ
12	JANET NEIN
13	VIC LOEWEN
14	SHELLEY LOEWEN
15	BRAD DUBUC
16	KATHY LLOYD
17	DRAKE BARTON
18	JIM RICHARDSON
19	DONNA RICHARDSON
20	BEVERLY TOBIASON
21	CHUCK SOUKUP
22	RICH BIELING
23	ELLE BIELING
24	DAN SULLIVAN
25	DEE SULLIVAN
26	DALE HOWARD
27	PAT SPRINGMAN
28	VIRGINIA BEYERLE
29	DENISE DICKERSON
30	BOB DICKERSON
31	PAUL WILLIAMS
32	PEG CORNETT
33	JOHN MENNA
34	JODI RENEE
35	JAMIE GRIFFITH
36	JOEL SALINAS
37	DENA SALINAS
38	JULIANNE DeGARDE
39	PATRICIA CLYDE
40	JIM CARROLL
41	JENNY HENSLEY

42	JEANETTE
43	TERRY TURNER
44	CHARLOTTE HARNACK
45	DAN PETREE
46	SUE TOENISKETTER
47	MARILYN FRILEY
48	SIEGFRIED WAKEFIELD
49	MIKE TARBELL
50	CARRIE TARBELL
51	RICH DeCLERCK
52	LINDA DeCLERCK
53	EMILY TAMBUR



Office use only  
 Reservations  
 Website  
 Master

## 2025 GVR CLUB OFFICERS' INFORMATION

This fillable form must be submitted to GVR Club Liaison by February 1<sup>st</sup>

If a change of Officers occurs during the year, immediately submit an updated form  
to GVR Club Liaison, kathyel@gvrec.org, 520.495.5843

GVR CLUB NAME: "GVR STEPPIN' Out Dance Club" # OF ACTIVE CLUB MEMBERS TODAY 53  
Active = dues paid or dues pending for 2025

SUBMITTED BY: CAROLYN DIGBY DATE: 12/18/25

Officer	GVR #	Name	Email Address	Phone Number
President		CAROLYN DIGBY		
Vice President		TERRY TURNER		
Secretary		DENISE DICKERSON		
Treasurer				
Other				

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

Member Name: CAROLYN DIGBY Phone: \_\_\_\_\_

Alternate Member Name: TERRY TURNER Phone: \_\_\_\_\_

2. Annual Member Dues \$ 15.00

3. Date of Club Bylaws 12/18/25

The GVR website gvrec.org has 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.

\*Primary Contact CAROLYN DIGBY

\*Secondary Contact TERRY TURNER

Club Website \_\_\_\_\_ Club Email TBD

Club email monitored by club members

5. REQUIRED - Updates to GVR Website

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\*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: 12/18/25

Secondary Contact Signature:  Date: 12/18/2025

## The GVR STEPPIN' OUT DANCE Club Bylaws

### ARTICLE I - Name

The official name of the organization shall be the GVR STEPPIN' OUT, hereinafter known as the Club.

GVR  
STEPPIN' OUT  
DANCECLUB

### ARTICLE II - Purpose

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

### ARTICLE III - Membership

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

## **ARTICLE IV - Board of Directors**

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

B. The Officers of the Club shall consist of a President, Vice President, Secretary and Treasurer and shall be elected by a majority vote of the members in attendance at the Annual Meeting. The Board shall enforce the Club's Rules and Regulations, the Club's Bylaws, GVR Bylaws, the Corporate Policy Manual and GVR Club Rules and Regulations.

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

### **D. Responsibilities of Officers:**

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

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

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

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

## **ARTICLE IX - Amendments**

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

## **ARTICLE X - Monitoring**

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

## **ARTICLE XI - Dissolution**

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

## **ARTICLE XII - Bylaws**

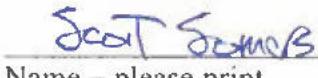
A copy of these approved Bylaws shall be available to the general membership at the Annual Meeting. All elected Officers and Committee Chairpersons shall be furnished with a copy of the GVR Bylaws and the current approved Club Bylaws after each election.

Approving signatures:

"GVR ~~etc~~ STEPPIN' OUT DANCE CLUB"  
By:  12/18/2015  
Signature, Carolyn Digby  
Name - please print

 Scott Scambs, Inc.  
Signature - CEO

1/13/2016  
Date

 Scott Scambs  
Name - please print



## 2026 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) STEPPIN' OUT DANCE 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
- 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)
- Basic custodial and maintenance services, on a schedule agreed upon by the Club President/designee and Field Services Supervisor:
  1. Emptying trash cans.
  2. Cleaning sinks, windows and entrances.
  3. Cleaning floors (i.e. vacuum, sweep and mop as appropriate).
  4. Supplying soap/paper towels and cleaning dispensers.
- Essential equipment and/or material storage on a space-available basis.
- Promotion of club events in media including the weekly eBlast, monthly GVR Now, and website calendars. Events to be promoted are to be open to all GVR members, not just club members.

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

1. Club officers shall read GVR Bylaws and GVR Corporate Policy Manual (CPM) which has section on GVR Programs & Clubs section. Both documents are located on the GVR website – Governance – Governing Documents.
2. Club agrees to indemnify and hold harmless GVR
3. Club is required to include "GVR" in their Club name.

4. Club Bylaws should follow the template provided by GVR and be submitted for GVR approval at least every 5 years. An additional Club Policy Manual may be used to codify Club rules and policies distinct to the Club.
5. 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. Any changes to existing promotional materials, or any new promotional materials, must be approved in writing by GVR's Communications staff.
6. Not affiliate with any national, state, or regional organization that requires GVR members to join.
7. 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].
8. Offer Club membership to all GVR 'Members in Good Standing' who shall be entitled to participate in any meeting or activity, and, verify that all members are indeed GVR 'Members in Good Standing.'
9. Clubs may not grant honorary club membership or the equivalent to a non-GVR member.
10. Maintain at least 25 active GVR members in the Club to retain Club Status; if Club membership falls below the 25 active member minimum, the Club must increase its membership within one year or GVR may rescind Club Status. Should a club choose to dissolve, they must notify the Club Liaison and follow GVR guidelines to dissolve club operations, All club funds, property and inventory are property of GVR
11. Internal conflicts between Club members are not resolved by GVR staff, they are managed by the club. The CPM 6.2.10 – Member Code of Conduct provides a process to follow and guidelines are posted on the GVR website under Club Documents. GVR staff is available for advice only regarding any such incident. The GVR Club Liaison must be copied on any conflict resolution communications between the Club and any members.
12. At their sole discretion, Clubs may grant occasional guest privileges as long as each guest qualifies in accordance with GVR Bylaws and policies. Club will execute an effective monitoring system to ensure that only GVR members and eligible GVR guests are in attendance at Club meetings and activities. Exceptions – allowing the general public entry to Club events and activities, within the guidelines set by the GVR Corporate Policy Manual. Clubs are welcome to use a monitoring system provided by GVR, or, provide a written explanation to GVR, via the Clubs Liaison, describing the steps they take to ensure that only GVR members and eligible GVR guests are in attendance when this is a requirement.

13. Clubs participating in the Dance & Social Club Program must follow guidelines in CPM6.2.2(K) and submit forms located on website under Club Documents.

14. If space is assigned to the Club, routinely use at least 50% of the assigned Club space. GVR has the option of reassigning the Club to another facility, combining the Club with another of similar interest, or rescinding Club Status, if deemed appropriate.

15. The Club understands and agrees that GVR facility space is based on space availability and is not guaranteed each year.

- a. The Club President will designate two club members to schedule Club facility space reservations as well as be contacts for Field Services and IT staff. Facility reservations and/or Field Services or IT assistance requested by unauthorized Club members will not be granted. GVR Club Liaison will be the person who receives these names.
- b. Sports and dedicated space Club Presidents will also designate one or two club members authorized communicate with GVR Facilities Maintenance with maintenance/repair needs. GVR Club Liaison will be the person who receives these names. Sports and dedicated space clubs will follow the written guidelines issued by GVR regarding maintenance/repairs, enhancements/modifications, and equipment purchases/sales.
- c. A Club's regularly scheduled reservations will be confirmed in writing by GVR Reservations Coordinator.

16. Club will furnish necessary insurance on any personal equipment or personal items brought to or stored (with approval) on GVR premises (e.g., musical instruments, sound systems, computers, radios, etc.).

17. Club members are permitted to bring alcoholic beverages for Club functions onto GVR property. Club may not sell alcohol on GVR premises without a state-issued liquor permit. GVR must be made aware prior to the Club applying for a state-issued license, including Special Event Licenses.

18. 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.
- d. The Club is responsible for cleaning and maintaining any and all equipment purchased by the Club.

- e. In the event of an emergency, club members should call 9-1-1 and evacuate the area, then call the GVR COA at 520.343.2440.

19. Club will obtain GVR approval before planning the 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.

20. The Club understands GVR may provide small storage space, at no cost, to clubs if space is available. Club is required to provide staff with copies of keys to storage areas or storage containers on GVR property.

- a. Storage of liquor is prohibited.
- b. Use and storage of potentially dangerous equipment and/or materials must be done using the manufacturer's guidelines.
- c. GVR is not responsible for any loss or damage to personal items stored on GVR property.
- d. Clubs are encouraged to handle small, basic DIY household type tasks internally.
- e. A signed copy of the Club's regularly scheduled reservations must be returned to the GVR Facility Reservations Coordinator within two weeks of receipt of the Club Reservations Permit.

21. Sports facilities may only be reserved by a GVR club formed with the express purpose of pursuing activities associated with that facility.

22. 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 at least once per year. If there is a cost for this orientation/training/instruction – or for any other class conducted by or on behalf of the Club – which is greater than material costs, the class/orientation/training must be administered through GVR's Leisure Education program. Clubs should contact GVR's Leisure Education Coordinator whenever a new class is offered to make sure these requirements are being followed.

23. Ceramics, Clay Studio, Glass Arts and Lapidary classes offered by each Club are reserved solely for GVR members and active tenant card holders.

24. Club teams participating in competitive events must be comprised solely of GVR members.

25. For clubs that participate in hosting league play and reciprocal play at GVR facilities, a schedule must be submitted to GVR at least 30 days in advance

for GVR approval. Club must post a sign provided by GVR during play times noting this is a GVR-approved event.

26. Obtain an IRS Employer Identification Number (EIN) and provide the number to GVR Club Liaison.
27. Operate under an IRC 501(c) 4 nonprofit tax status registered with the Internal Revenue Service (IRS).
28. Maintain at least 3 club board members per IRS 501(c) 4 requirements. Whenever there is a change in officers, the Club Liaison must be informed as soon as possible and be sent an updated list of officers. Additionally, the new officer(s) should receive an orientation regarding this agreement.
29. Be responsible for any local, state, or federal taxes incurred because of Club activities as detailed in the CPM under Programs and Clubs.
30. Maintain club records including a bookkeeping system recording all income and expenses, and receipts for expenditures for the period of time in the Clubs Records Retention Schedule. At the Club's request, GVR will assist setting up or reconciling these financial records.
31. 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.
32. When a club displays items with contact name and phone number, sales must be conducted by that member off GVR property see CPM 6.2.5(E).
33. 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.
34. 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).
35. Club is responsible for obtaining signed Waivers of Liability from GVR club members for club activities that originate on GVR property, but leave GVR property, which the club will retain in its permanent records (see attached samples).
36. Club must comply with insurance requirements in the GVR Corporate Policy Manual
37. **No later than February 1** each year, the Club agrees to submit the following documents to GVR using the templates GVR provides:

- a. A list of current Club Officers
- b. An equipment/storage inventory list with a notation of which equipment was purchased during the previous calendar year.
- c. An annual financial statement indicating cash on-hand, reconciled to the appropriate financial statements. GVR will provide guidance on preparation of this statement, upon the Club's request.
- d. The most recent Club Policy Manual, if applicable.

38. 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.

39. No later than December 15 of each year, the Club agrees to submit a complete, electronic list of current members using a Microsoft Excel spreadsheet. The member's name and GVR number must be provided.

40. Any item not covered in this agreement is subject to the GVR Corporate Policy Manual.

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

### Signatures

[REDACTED]

Club President Signature

12-20-25

Date

CAROLYN DIGBY  
Club President – Printed Name

[REDACTED]  
GVR Representative Signature

1.9.24

Date

Kathy Edwards, GVR Club Liaison  
GVR Representative – 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 Chief Operations Officer/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.*

## Insurance Overview – GVR Clubs (cont.)

### **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 club activities that leave GVR property.
- Club shall retrieve the current Waiver of Liability form from the GVR website Clubs – Club Documents.
- Club shall retain all waivers in the permanent club records.

#### **Who is Covered**

Participants acknowledge they assume all risk associated with outings.



## Vendor Agreement for Insurance and Indemnity for GVR 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) or Workers Compensation Insurance as outlined below. If vendor is a Sole Proprietor, they must complete the attached Sole Proprietor Waiver.*

Workers Compensation Insurance Statutory Limit\* 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

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## 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



## 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.

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Club Name

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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 which the club will retain 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 of Directors Meeting**

**Temporarily Adjusting the Investment Allocation  
 Strategy for the MRR B Pool Designated Fund**

**Prepared By:** David Webster / Lanny Smith    **Meeting Date:** January 28, 2026

**Presented By:** David Webster / Lanny Smith    **Consent Agenda:** No

<p><b>Originating Committee / Department:</b>    Investment Committee / Finance Department</p>
<p><b>Action Requested:</b>    The Investment Committee recommends the board approve a temporary adjustment to the MMR-B Investment Policy Statement (IPS) for 2026, from 60% Equity / 40% Fixed Income / 0% Cash to 35% Equity / 65% Cash.</p>
<p><b>Strategic Plan:</b>    Goal 4: Cultivate and maintain a sound financial base that generates good value for our members.</p>
<p><b>Background Justification:</b>    Given large cash needs in 2026 and account value of \$2.0M, GVR should consider temporarily adjusting MMR-B's IPS allocation to lower risk profile to match expected liquidity needs.    Our Investment Advisors are expecting a volatile market in 2026 and are advising liquidating assets now to ensure GVR has funds available for anticipated, but not yet board approved, pool replacement. Rather than trying to time the market, moving to the recommended allocation within the next 30 days, provides GVR with the knowledge that the required funds are safe and secure in an interest-bearing ETF Vanguard Fund.    Shifting \$1.3M to cash would ensure adequate liquidity needed in the event of a market correction. This change would result in having an IPS target closer to 35% equity / 65% cash versus our IPS and current allocation:  <ul style="list-style-type: none"> <li>• IPS Equity Target (60%) - (currently 60%)</li> <li>• IPS Fixed Income / Bond Target (40%) - (currently 39%)</li> <li>• IPS Cash Target (0%) - (currently 1%)</li> </ul> <p>MRR-B Account – 2026 Expenses</p> <p>\$1,310,000 – Expenses (includes estimated \$10k plus ~\$1.3m pool replacement cost)  <u>(\$360,000) – Current Cash (portion earmarked in ST Bond ETF)</u>  <u>\$950,000 – shortfall needed from investments</u>  <u>(\$125,000) – bonds maturing this year</u>  <u>\$825,000 remaining – will be funded via income and sale of assets</u></p> </p>

**Fiscal Impact:**

Liquidating investments that are anticipated to be needed for pool replacement but not yet board approved are considered by management and our Investment Advisors to be a prudent approach to ensuring the necessary funds are available. Not liquidating now could expose GVR to additional investment fund depletion given current and anticipated market volatility. Essentially, we are playing it safe in a volatile market.

**Board Options:**

- 1) Approve the Investment Committee's recommendation to temporarily adjust the MMR-B IPS allocation to accommodate for anticipated 2026 liquidity needs.
- 2) Do not approve the Investment Committee's recommendation to temporarily adjust the MMR-B IPS allocation to accommodate for anticipated 2026 liquidity needs.

**Staff Recommendation:**

Option #1

**Recommended Motion:**

Approval to temporarily adjust the MMR-B's IPS, for 2026, to 35% Equity / 65% Cash.



Green Valley Recreation, Inc.

## Board of Directors Work Session

### CPM Changes to Board Meeting and Minutes

Prepared By: Nanci Moyo, Admin.

Meeting Date: January 28, 2026

Presented By: Kathi Bachelor, President

Consent Agenda: No

**Originating Committee / Department:**

Board of Directors/Administrative

**Action Requested:**

Review and approve possible changes to the Corporate Policy Manual (CPM) in Part 2 Board of Directors, Section 3 Meetings, beginning at 2.3.1 through 2.3.4.

**Strategic Plan:**

Goal 5: Provide sound, effective governance and leadership for the corporation.

**Background Justification:**

The Board of Directors meeting on November 19, 2025, brought to the attention of the Board an issue about the Minute process and content of Minutes. The Board of Directors decided to bring it back to a Work Session to discuss what was the Board's desire for the Minutes.

Since this has come up, the Director has submitted changes to Part 2 Board of Directors, Section 3 Meetings: 2.3.1 through 2.3.4, which includes the Minute section. The redline includes the Director's changes and staff comments and suggestions to these changes. See in the attachment.

At the January 14, 2026, Work Session, the Board of Directors discussed the possible changes to Section 3 Meetings: 2.3.1 through 2.3.4 which will need to be approved or changed at this meeting.

The changes include:

- 2.3.1.D Board Meetings – staff recommendation is to remove Board on D to read Types of Meetings.
- 2.3.1.D.5 Tentative Calendar – staff recommends no changes to keep the calendar fluid, along with precedent has been given to the CEO and President to determine the need for meetings, and with the emphasis on the word tentative. Director Johnson states the need for a vote by the Board for any changes to the calendar per Robert's Rules of Order. If there is not a meeting to hold a vote, an unanimous consent can be done through email. A change needs to be made to the CPM regarding who approves cancelling a meeting, otherwise Robert's Rules of Order needs to be followed.
- 2.3.1.F. Staff recommends adding "or addition" and replace "removed" to "change." To read: If during the approval of the agenda a majority of Directors support removal **or addition** of any item(s) it will be **changed**.
- 2.3.1.G.1 Staff recommends to strike out "during the Amend/Approve Agenda item on the agenda." Add "before Motion of the Consent Agenda."
- 2.3.2.B.7 Staff recommends removing "prior to the Consent Agenda."

- 2.3.3.C Director Johnson suggested leaving this as is and not making her suggested change, with staff addition of “or addition” and replace “removed” to changed.
- 2.3.3.F Staff recommends changing F to add “as a Revised Agenda with a \* indicating the additions, deletions, or changes.” Also add in last sentence after “hard copy” add “and updated on the GVR website.”
- 2.3.4.C Staff recommends to add before Committee reports the sentence “Minutes from Work Sessions shall include highlights of discussions.”

**Fiscal Impact:**

None

**Board Options:**

- 1) Approve any changes to 2.3.1 through 2.3.4 as shown in the Recommended Motion.
- 2) Have the Board Affairs Committee review and submit a recommendation to the Board.

**Staff Recommendation:**

Option #1

**Recommended Motion:**

Recommend to vote on each change separately.

**Attachments:**

- 1) Redline of CPM 2.3.1 through 2.3.4.

## SECTION 3 - MEETINGS

### 2.3.1

#### Board Meetings

- A. Board meetings, excluding Executive Sessions, are open to the general membership and shall be announced in all available GVR electronic and print media.
- B. A Board meeting occurs when a quorum, majority of Directors, convenes to consider or transact business.
- C. The Presiding Officer (President) shall preside at meetings of the Board. The Vice President shall preside at meetings in the absence of the President. In the absence of both the Secretary shall preside.
- D. Types of (Staff comment: Remove Board to allow for all meetings whether a Quorum is needed or not: see 2.3.1.B)
  - Meetings:
    1. Regular Meetings are the voting sessions when the Board takes official action. There must be a quorum of Directors at the meeting for action to take place. If loss of quorum occurs the meeting will recess until a quorum is established or postponed to another date. The Regular Meeting shall be held at least quarterly and generally on the fourth Wednesday of the month unless agreed upon otherwise.
    2. Work Sessions are not for taking action, but are for the Board to hear presentations, discuss matters, and listen to pertinent topics. Work Sessions do not require a quorum since official action is not taken. If a Director leaves during the meeting the Work Session may continue. The Work Session shall be held generally on the third Wednesday of the month unless agreed upon otherwise.
    3. Special Meetings may be called by the President, Vice President, or at the request of any two (2) Directors, due to special circumstances. Directors will be given two (2) days written (email) notification of any Special Meeting, followed by an agenda with the topic(s) once the meeting is set.
    4. Executive Sessions will be closed to handle legal or personnel issues. Directors shall not disclose the information discussed in an Executive Session, but the Board as a whole may vote to make certain items public.
    5. A tentative annual meeting schedule shall be approved by the Board at its first Regular Meeting following the Annual Meeting. Director Johnson's Idea: Any changes to the regularly scheduled Board Calendar dates shall be approved by the Board. Any changes in the Work Session dates may change in consultation between the CEO and the President.

**STAFF** does not agree with this because it needs to be

flexible due to the nature of timelines, projects, and member concerns. Tentative is the key word.

- E. Meetings shall be conducted under the latest edition of Robert's Rules of Order, Newly Revised, unless otherwise determined by the Board.
- F. Directors vote to approve the agenda at the Board meeting. The agenda may be amended by a majority vote of Directors present. If during the approval section of the agenda a majority of Directors support removal or addition of any item(s) it will be changed. **STAFF Change**
- G. A Regular Meeting agenda will include:
  - 1. Consent Agenda - items of routine business that generally require no discussion by the Board or independent action. This is presented as one agenda item. Any Director may remove an item from the Consent Agenda and place it under Action Items before Motion of the Consent Agenda. **STAFF Change**
  - 2. Action Items – legal decisions, official positions of GVR, approve policy, and give direction.
  - 3. Committee Reports – presented by each Committee Chair.
- H. Board meetings shall not be adjourned until all agenda items have been considered, except by a majority affirmative vote of the Directors in attendance.

### **2.3.2**

#### **Conduct for Board Meeting**

- A. The Board will use the following protocol during Board meetings:
  - 1. Directors should be recognized by the President to speak or make motions.
  - 2. Regular Meetings are for decision making, action, and votes. A Director introducing a motion may speak for no more than ten (10) minutes to introduce a topic. Comments from Directors should be for no more than three (3) minutes. The Presiding Officer shall actively facilitate and guide discussions to remain on topic. The Board shall avoid creating side topics and/or asking unexpected questions of staff and each other at meetings.
  - 3. To vote on a subject, a formal motion must be made and seconded. All motions and amendments should be in writing, when possible.
  - 4. Votes will be taken by a show of hands or a roll-call vote. When a question is put forth by the Presiding Officer, every Director present shall vote for or against the question before the Board unless the Director provides an explanation for abstaining. Upon request of a Director a roll call vote will be taken.
- B. The President may debate, make motions and vote. All officers are Directors and therefore are subject to the same voting requirements described in A.4.

- C. GVR Members shall be permitted to address the Presiding 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. Any person making disruptive or threatening remarks or actions during a meeting may be barred by the Presiding Officer from further attendance at that meeting unless permission is granted by a majority vote of the Directors present.
  - 4. A member must identify himself/herself by name and provide his/her 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 Meeting after all Directors have had an opportunity to speak to the issue and for no more than two (2) minutes, 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 Meeting, unless additional time is allotted by the Presiding Officer. This is an opportunity for members to provide comments but not an opportunity for members to engage in questions and answers with Directors or staff. If members have questions for the Board, they are encouraged to submit their questions in writing, preferably through the Board email at [Board@gvrec.org](mailto:Board@gvrec.org).
  - 8. The Presiding Officer shall determine in his/her sole discretion that a member's conduct violates any 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.

### **2.3.3**

#### **Agenda Scheduling and Preparation**

- A. The agenda shall outline the established order of business.
- B. Items should only be added to the agenda once the following are considered:
  - 1. Does it conform to GVR's mission and Strategic Plan?
  - 2. Is it urgent or have time considerations?
  - 3. Does it affect the GVR membership?

- 4. Is it a special interest?
- 5. Is it worth Board discussion at this time?
- 6. How will staff time and other priorities be impacted?
- 7. Is there another way to handle the request?
- C. Items for agenda consideration must be 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. If the deadline for item consideration is not met, the item will be placed on the next Regular Meeting agenda **Director Johnson's** Idea: unless it has been determined it would result in Fiscal penalties or delay on action on a project. **STAFF disagrees and does not want a definition added due to the unknowns of what happens at GVR – too prescriptive.** If during the approval section of the agenda a majority of Directors support removal or addition of any item(s) it will be changed.
- D. Board Reports or any requested actions submitted by Directors must include any background materials, recommended action, a written motion, and rationale required for an understanding of the issue.
- E. A proposed meeting agenda is developed by the Board President and CEO by close of business six (6) business days prior to the Board meeting.
- F. Three (3) business days prior to the Board meeting the agenda material will be sent to the Board, posted on the GVR website, and sent to members via an eBlast. Any meeting materials for items on the published agenda not included in the Friday distribution shall be emailed to the Board as soon as available and posted online **Director Johnson's** Idea: As supplemented meeting materials as part of meeting section on the GVR website the Agenda. **STAFF** suggests: **as a Revised Agenda with a \* indicating the additions, deletions, or changes.** The agenda shall be made available to GVR Members at the Board meeting in hard copy and updated on the GVR website.

### 2.3.4

#### Minutes and Recordings of Board Meetings

- A. The CEO's designee shall take minutes at Regular, Work Session, Special Board, Annual Meetings, and Executive Sessions unless decided otherwise.
- B. Minutes shall be retained permanently with other corporate documents in a secure location and shall be available to the members online and when requested (excluding Executive Session minutes).
- C. Minutes of the Board meetings shall contain all motions made, the name of the motion maker and seconder. The method and outcome of the votes taken will list the names of voting Directors in the minority of each vote as well as any Director abstaining from said vote. 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. **Director Johnson's** Idea: Minutes from work sessions shall include a summary of key highlights only since no action is taken at these meetings. **STAFF** would prefer it to say: Minutes from Work Sessions shall include highlights of discussions. (This should go before "Committee Reports sentence.")

- D. DRAFT Board minutes shall be posted to the website prior to formal approval by the Board.
- E. Recordings of all open Board meetings shall be available to the membership for one (1) year and then archived in the custody of the CEO's designee in the Administrative Office.