

**PARKS AND RECREATION COMMISSION  
STAFF REPORT**

**MEETING DATE:** December 1, 2015

**AGENDA ITEM NUMBER:** 3A

**APPLICANT:** Roger Moellendorf, Director of Parks & Recreation

**REQUEST:** **For possible action:** To recommend to the Board of Supervisors a new lease agreement for use of the Wungnema House by the Foundation for Carson City Parks and Recreation, Inc.

**GENERAL DISCUSSION:** The Foundation for the Betterment of Parks and Recreation has been dissolved. A new foundation has been created by some of the former members of the old foundation. The new foundation is called the Foundation for Carson City Parks and Recreation, Inc. It is a registered non-profit, charitable, civic organization registered with the state of Nevada. Its purpose is for raising funds and investing those funds into various park and recreation and open space projects and programs. The old foundation had a lease agreement with the city for the use of the Wungnema House. The new foundation would like to continue this practice. Therefore attached as Exhibit A, is a proposed lease agreement between the City of Carson City and the Foundation for Carson City Parks and Recreation, Inc. for the use of the Wungnema House. Staff is requesting that the Park and Recreation Commission review the proposed lease and make a recommendation to the Board of Supervisors for approval.

Also attached, as Exhibit B are the bylaws of the Foundation for Carson City Parks and Recreation, Inc.

**RECOMMENDED ACTION:** I move to recommend to the Board of Supervisors a new lease agreement for use of the Wungnema House by the Foundation for Carson City Parks and Recreation, Inc.

\*\*\*Original page 1

## LEASE AGREEMENT

THIS LEASE made and entered in 2009~~15~~, by and between the Consolidated Municipality of CARSON CITY, hereinafter referred to as Lessor and The Foundation for the ~~Betterment of~~ Carson City Parks and Recreation, Inc., a non-profit Nevada corporation, hereinafter referred to as Lessee.

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## WITNESSETH

WHEREAS, Carson City owns certain real property located in the southeast corner of Mills Park, 844 North Saliman Road and commonly known as Assessor's Parcel No. 002-181-01 which real property is a city park and which real property is the site of certain improvements consisting of a historic building commonly known as the Wungnema House, which real property and all its improvements are hereinafter referred to as the Premises; and

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~~WHEREAS, the Premises are not needed for public purposes of the county for a period of ten (10) years commencing with the execution of this lease agreement; and~~

WHEREAS, Lessee is a non-profit, charitable, civic organization ~~that exists for the purpose of and for more than 14 years has been instrumental in~~ raising funds and investing those funds into various ~~park, recreation and open space~~ projects ~~and/or programs~~; and

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WHEREAS, through the efforts of the members of the Lessee's organization those members have acquired knowledge about the Premises and its history; and

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WHEREAS, the Lessee desires to use the Premises for charitable and civic purposes, to-wit: an area for local groups to display items, maintaining a historic landmark and providing a facility available to the public for small-sized events consistent with the purposes of the Premises; and

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WHEREAS, NRS 244.284 allows Carson City to lease any real property of Carson City for a term not exceeding thirty (30) years if such real property is not needed for the public purposes of the county and is let to or for any non-profit charitable or civic organization, and the property is actually used for charitable or civic purposes; and

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WHEREAS, the Carson City Board of Supervisors specifically finds that this Lease meets the conditions of NRS 244.284; and

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IN CONSIDERATION of the mutual promises of both parties and other good and valuable consideration as hereafter set forth, the parties hereto covenant and agree as follows:

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1. LEASE AND TERM: Lessor does hereby lease to Lessee, and Lessee does hereby lease from Lessor, the Premises. This Lease becomes effective after approval by the Carson City Board of Supervisors and on the date it is signed by all the necessary parties as indicated by the

signature lines below. The term of this Lease is from the effective date as just described, until 11:59 p.m., on \_\_\_\_\_, unless sooner terminated by mutual agreement of the parties or for violation of any term or condition of this Lease as specified below.

2. RENT: As rent for the Premises, Lessee agrees to pay Lessor the sum of One Dollar (\$1.00) per year.

3. THE USE OF PREMISES: \_\_\_\_\_ The Premises are leased to Lessee for use in education, ~~as a museum,~~ for the maintenance of a historic landmark and for use as a facility available to the public for small-sized events consistent with the purposes of the Premises. Any change of said use shall not be made unless such change of use is lawful and Lessee first obtains the written consent of Lessor. Lessee will not use the Premises for any illegal trade, manufacturing or other business, or any other illegal purpose or for any purpose not expressly allowed by this Lease. Lessee will comply with all applicable statutes, ordinances, and regulations in its use of the Premises. Due to the requirements of the National Park Service, the Lessee shall open the Wungnema House to the public at least 12 days per calendar year and keep records of such public availability.

4. REPAIRS AND MAINTENANCE: \_\_\_\_\_ Lessor shall maintain the roof, foundation, exterior walls, electrical system, heating and air conditioning systems, outdoor benches, outdoor lights, fences, and landscaping. Lessee shall perform scheduling, booking, and all routine maintenance and housekeeping of the interior of the building to a level or degree to meet the Lessor's requirements in the maintenance and preservation of a historic landmark.

~~Original Page 3~~

5. ALTERATIONS, LIENS, ENCUMBRANCES and ENCUMBRANCES AND REPAIRS: \_\_\_\_\_ Lessee will not make any permanent alterations, additions, improvements or repairs in the Premises without first obtaining the consent of the Lessor in writing. All alterations, additions, and improvements which are made will be at the sole cost and expense of Lessee and will become the property of Lessor at completion of improvements, trade fixtures excluded. On expiration, or if the Lease is terminated prior to expiration, Lessee shall peacefully and quietly surrender to Lessor the Premises and all Lessee's improvements and alterations in good order and condition (except for ordinary wear and tear). If the Lessee performs the work with the consent of Lessor, Lessee agrees to comply with all laws, ordinances, rules and regulations of the local agencies having jurisdiction hereof. The Lessee further agrees to hold the Lessor free and harmless from all damage, loss and expense arising out of said work. Lessee agrees to keep and maintain the leased Premises free from any liens or encumbrances caused by any act or the Lessee.

6. NON-STORAGE: \_\_\_\_\_ Lessee will not conduct any business activity outside the Premises, nor store vehicles or other property, nor perform any services on any sidewalk, parking lot or other public area provided by Lessor without the written consent of Lessor which consent shall not be unreasonably withheld for exhibits or activities which relate directly to the operation of the Premises as described above.

7. ENTRY AND INSPECTION: \_\_\_\_\_ Lessee agrees to permit Lessor or its authorized agents to enter the Premises without prior notice to Lessee to perform Lessor's duties under the Lease or for any reasonable purpose. Persons entering the Wungnema House under this paragraph without the presence of an authorized representative of the Lessee must sign the entrance log and note the reason for the entry on the log.

8. ASSIGNMENT AND SUBLEASING: \_\_\_\_\_ Lessee may not transfer or assign this Lease or sublet the leased Premises in whole or in part without first obtaining the written consent of Lessor. If Lessor consents, no assignments or sublease will be effective until Lessee delivers a copy of the assignment and the assignee or sublessee executes a new lease assuming all of the obligations of the Lessee, No assignment or subletting will relieve Lessee from any obligation under this Lease, The consent by Lessor to any transfer, assignment or sublease will not be deemed to be a waiver on the part of Lessor of any prohibition against any future transfer, assignment, or subletting.

**[\*\*Original Page 4]**

9. INDEMNIFICATION: \_\_\_\_\_ Unless due to the negligence of Lessor or Lessor's failure to abide by the terms of this Lease, Lessee hereby indemnifies and agrees to hold Lessor harmless from and against all claims, which either arise from or in connection with the possession use, occupation, managements repair, maintenance, or control of the Premises or any portion thereof or which, claims result from any default, breach, violation, or non-performance of this Lease or any provision of this Lease by Lessee. Lessee will defend any claims against Lessor with respect to the foregoing or in which it may be impleaded. Lessee will pay, satisfy, and discharge any judgments, orders and decrees which are recovered against Lessor in connection with the foregoing, including attorney's fees. Lessor hereby indemnifies and agrees to hold Lessee harmless and will defend any claims against Lessee in any action where Lessor was negligent or failed to abide by the terms of this Lease.

10. LIABILITY INSURANCE:

A. GENERALLY: Prior to Lessee's occupation of the Premises, Lessee shall obtain a commercial liability insurance policy in the face amount of ONE MILLION DOLLARS (\$1,000,000.00) and will add Lessor's name as additional insured. The policy shall provide coverage for the following: Premises and operation, products and completed operations, broad form property damage, incidental malpractice, contractual liability, host liquor, limited worldwide liability, employees as additional insureds, and extended bodily injury. A certificate of said insurance shall be presented to Lessor prior to occupancy. Said policy of insurance shall not be suspended, voided, canceled or reduced in coverage without the prior written consent of the Lessor. Lessor will not be liable to Lessee for any loss or damage caused by the acts or omissions of any persons occupying any space adjacent to or adjoining the Premises unless the Lessor or its agents caused the loss or damage. Except for loss or damage caused by Lessor's negligence, Lessor shall not be responsible or liable to Lessee for any loss or damage resulting to Lessee or Lessee's property from water, gas, or steam or the bursting, stoppage or leakage of pipes.

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11. DEFAULT:

A. DEFINITION OF DEFAULT: Each of the following events shall constitute a default:

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1. Insolvency of Lessee (this includes as assignment for the benefit of creditors; filing or acquiescing to a petition in any court in any bankruptcy, reorganization, composition, extension, arrangement or insolvency proceedings).

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2. Assignment by operation of law,

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3. Vacating the Premises after occupation.

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4. Refusing to take possession of the Premises or permitting the Premises to remain unoccupied and unattended after renovation has been completed.

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5. Failure to pay any installment of rent or any other charge required to be paid by Lessee under this Lease when due and payable and failure shall continue for ten (10) days after written notice.

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6. Failure to perform any other conditions required to be performed by Lessee under this Lease and the failure shall continue for fifteen (15) days after written notice.

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7. Loss of non-profit status.

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B. EFFECT OF DEFAULT: If a default occurs, Lessor shall give Lessee a written notice of intention to cancel this Lease at the expiration of a thirty (30) day notice period. The written notice shall specify the breach. At the expiration of the notice period, the term of this Lease shall end if said default has not been cured by Lessee. Lessee must then quit and surrender the Premises to Lessor. Lessee's liability under all of the provisions of this Lease will continue notwithstanding any expiration and surrender, or reentry, repossession or disposition pursuant to the following paragraph with a set off to Lessee for any new rents collections by Lessor from any new tenant during the term of this Lease.

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If the term of this Lease expires, Lessor or its agents or employees may immediately or anytime thereafter reenter the Premises and remove Lessee, Lessee's agents, any subtenants, any licensees, any concessionaires and any invitees, and any of its or their property from the Premises. Reentry and removal may be effectuated by summary dispossession proceedings or by a suitable action or proceeding at law, by force, or otherwise. If the term of this Lease expires, Lessor may repossess and enjoy the Premises. Lessor will be entitled to the benefits of all provisions of law respecting the speedy recovery of lands and tenements held over by Lessee or proceedings in forcible entry and detainer. Lessee's liability, subject to any set ~~off~~ will survive Lessor's reentry, the institution of summary proceedings, and the issuance of any warrants with respect thereto.

**Original Page 6**

C. DEFICIENCY: \_\_\_\_ If this Lease is canceled pursuant to (B) above, Lessee will remain liable (in addition to accrued liabilities) to the extent legally permissible for the rent and all other charges Lessee would be required to pay until the date this Lease would have expired had such cancellation not occurred, Lessee's liability for rent shall continue notwithstanding reentry or repossession of the Premises by Lessor subject to a set off pursuant to (B) above.

D. ATTORNEY'S FEES AND COSTS: \_\_\_\_ Lessee will pay Lessor and/or Lessor will pay Lessee reasonable attorney's fees and court costs incurred in any lawsuit or action instituted by Lessor or Lessee to enforce the provisions of this Lease upon determination of the prevailing party.

E. WAIVER OF REDEMPTION: \_\_\_\_ Except for set offs discussed above, Lessee hereby waives (to the extent legally permissible), for itself and all persons claims by through, or under it, any right of redemption or for the restoration of the operations of this Lease in case

Lessee is dispossessed for any cause, or in case Lessor obtains possession of the Premises as herein provided.

**Original Page 7**

F. LESSOR. MAY CURE LESSEE'S DEFAULT: \_\_\_\_ If Lessee is in default under this Lease, Lessor may cure the default at anytime for Lessee. If Lessor cures a default for Lessee, Lessee will reimburse Lessor for any amount expended by Lessor in connection with the cure. Lessor will also be entitled to interest at the maximum legal rate on any amount advanced by Lessor to cure a default of Lessee from the date the expense is incurred to the date of reimbursement. The rights and remedies of Lessor set forth herein are in addition to any other right and remedy now and hereinafter provided by law. All rights and remedies shall be cumulative and not exclusive of each other. No delay or omission by Lessor in exercising a right or remedy shall exhaust or impair the same or constitute a waiver of, or acquiescence to, a default. No waiver of a default shall extend to or affect any other default or impair any right or remedy with respect thereto. No waiver of a default will be effective, unless it is in writing.

12. HOLDING OVER: \_\_\_\_ Should Lessee holdover the term hereby created with the consent of Lessor, Lessee will become a tenant from month to month on the terms herein specified, but at a monthly rental of (a fare market rent) per month, payable monthly in advance on the first day of each month, and Lessee will continue to be a month-to-month tenant until the tenancy is terminated by Lessor or until Lessee has given Lessor a written notice at least one month prior to the termination of the monthly tenancy of his intention to terminate the tenancy.

13. SALE OF PREMISES: \_\_\_\_ In the event of a sale or conveyance by Lessee or of the building containing the Premises, said sale shall be subject to the terms and conditions of this Lease. In such event, Lessee agrees to look solely to the responsibility of the successor in interest of Lessor. Lessor may transfer any security deposits held from Lessee to the purchaser of

the reversion and thereupon Lessor will be discharged from any further liability in reference thereto.

**Original Page 8**

14. **SUBORDINATION:** \_\_\_ Lessee agrees that this Lease is and will be subordinate to any mortgage, deed of trust or other instrument of security, existing on the land and building of which the Premises is part. Such subordination is hereby made effective without any further act by Lessee. Lessee agrees at any time, upon request by Lessors to execute and deliver any instrument, release or other document that may be required in connection with subjecting and subordinating this Lease to the lien of any mortgage, deed of trust or other instrument of security.

This provision will be without effect unless and until the holder of the mortgage, deed of trust or other instrument of security in questions delivers to Lessee a written agreement providing, in effect, that so long as Lessee is not in default in the observance of performance of any obligation to be observed or performed by it hereunder, Lessee will not be disrupted in its possession of the Premises hereunder.

15. **SIGNS:** \_\_\_ Lessee will not place or permit to be placed any sign, marquee, awning, decoration or other attachment on or to the roof, front, windows, doors or exterior walls of the Premises without first obtaining a City permit and the written consent of Lessor. Lessor may, without liability, enter upon the Premises and remove any such sign, marquee, awning, decoration or attachment affixed in violation of this paragraph. Lessee agrees to pay the cost of removal thereof.

16. **SURRENDER OF LEASE:** \_\_\_ No act or conduct of Lessor, whether consisting of the acceptance of the keys to the Premises, or otherwise, shall be deemed to or constitute an acceptance of the surrender of the Premises by Lessee prior to the expiration of the term hereof. Acceptance by Lessor of surrender by Lessee must be evidenced by a written acknowledgment of acceptance of surrender by Lessor. The voluntary or other surrender of this Lease by Lessees or a mutual cancellation thereof, will not work a merger, and Lessor may terminate all of the existing subleases or subtenancies, or concessions, or may at the option of Lessor, operate as an assignment to him or any or all such subleases or subtenancies or concessions.

**Original Page 9**

17. **NOTICES:** \_\_\_ Notices to the respective parties must be in writing and sent by certified or registered mail, addressed to the respective party at the address set out below, or at such other address as either party may elect to provide in advance in writing, to the other party.

Lessor: Parks and Recreation Director, City of Carson City, 3303 Butti Way, Building #9, Carson City, Nevada 89701; 887-2262.

Lessee: The Foundation for the Betterment of Carson City Parks and Recreation; 181 Heidi Cir, Carson City, Nevada 89701; 882-7403 (Need correct contact information here.)

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18. NO ORAL CHANGES: This Lease may not be changed or terminated orally.
19. SUCCESSOR AND ASSIGNS: Except as otherwise provided, the Lease shall bind inure to the benefit of the parties and their respective successors, representatives, heirs and assigns.
20. UTILITIES: The following utilities will be supplied to ~~me~~ the Premises by Lessor: heating, electrical power, water, sewer, and garbage service. Lessor will not be liable for failure to furnish any of the above services when such failures are caused by conditions beyond the control of Lessor, or by accidents, repairs or strikes, nor will Lessor be liable, except for Lessor's own negligence, for loss or injury to property, however occurring, through or in connection with or incidental to the furnishing of any of the aforementioned services.
21. QUIET ENJOYMENT: The Lessor agrees that the Lessee, paying rental provided herein, and observing all of the terms, conditions and provisions hereof, will quietly enjoy the Premises for the full term of this Lease. No use will be made or permitted to be made of the Premises or any part thereof and no acts will be done therein which may disturb the quiet enjoyment of any other tenant in the building of which the Premises are a part.
22. SNOW REMOVAL: Lessor and Lessee agree that Lessee shall not be responsible for snow and ice conditions which are acts of God. Snow and ice removal shall be performed at the discretion of the Lessor.

**[\*\*Original Page 10]**

23. PUBLIC PURCHASING: The ownership of the Premises by Lessor, a public agency, and the use of public money on improvements to the Premises generally require the satisfaction of public purchasing and public works statutes. Lessor agrees to the extent permitted by state law that it will allow a representative of the Lessee to participate in the design and construction of any improvements made to the Premises during the term of this Lease.

**\*\*Page 11**

IN WITNESS WHEREOF, the parties hereto have subscribed their names, and if corporations executed this Lease by officers thereunder duly authorized by resolution of said corporations, in duplicate, the day and year executed by the Mayor of Carson City as shown below.

**LESSEE**

The Foundation for ~~the Betterment of~~ Carson City Parks and Recreation

~~Fred Stanio, President~~

Dated this ~~31~~ day of ~~March~~, 201500

Jo Saulisberry, Secretary

Dated this ~~31st~~ day of ~~May~~, 201500

**LESSOR**

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ATTEST:

Robert Crowell~~RAY MASAYKO~~, Mayor

Dated this 4th day of May, 201500

Susan Merriweather~~ALAN GLOVER~~, Clerk Recorder

Dated this 4th day of May, 201500

APPROVED AS TO FORM

By: MARK FORSBERG, chief Deputy District Attorney

Dated this 4th day of May, 201500

~~{First stamp:}~~

~~FILE FOR RECORD  
AT THE REQUEST OF  
CARSON CITY CLERK TO  
THE BOARD  
MAY 5 P4:04~~

~~{Second stamp:}~~

~~FILE NO. 248148  
ALAN GLOVER  
CARSON CITY RECORDER  
FEES N/C DEP RB~~

Reviewed July 22, 2015

Approved Aug. 5, 2015

**BYLAWS**  
of  
**FOUNDATION FOR CARSON CITY PARKS AND RECREATION, INC**

**ARTICLE I: CHARTER**

Section 1: The name of this corporation is Foundation for Carson City Parks and Recreation, Inc. (hereafter the Foundation), commonly known as "FCCPR" or "Foundation for CCPR".

Section 2: The territory served by the Corporation is Carson City County in Nevada (hereafter the Territory).

Section 3: The Corporation shall be operated by a Board of Directors (hereafter the Board) as a nonprofit corporation.

Section 4: The principal office and places of business of the Corporation shall be located within the Territory, at such place or places as may be designated by the Board.

Section 5: The Foundation shall not directly or indirectly participate or intervene in any way, including the publishing or distributing of statements, in any political campaign on behalf of, nor in opposition to any candidate for public office; nor devote more than an insubstantial part of its activities to attempting to influence legislation by propaganda or otherwise.

**ARTICLE II: PURPOSES AND GOALS**

Section 1: The purposes for which the Foundation shall exist are as follows:

- a. To solicit, receive, administer and disburse monies, gifts, legacies, grants, devises and conveyances of real and personal property for the purposes of the Foundation as seen fit by the Board.
- b. To bring together members of the community to encourage strong public support for the enhancement of parks and recreation facilities.
- c. To maintain for charitable and public purposes, a tax-exempt, non-profit organization, independent from government, yet working with local governments, community groups, and other organizations with similar goals.
- d. To do and engage in any and all lawful activities that may be incidental or reasonable necessary to any of the foregoing purposes, and to have and exercise all other powers and authorities.

**ARTICLE III: POWERS**

Subject to the limitations of the Articles of Incorporation, of the Bylaws, and of the provisions of the Nevada Corporation Act as to action to be authorized or approved by the Board, all corporate powers shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be controlled by the Board. Without prejudice to such general powers,

but subject to the same limitations, it is hereby expressly declared the Board shall have the following powers, to wit:

Section 1: To select and remove officers of the Foundation, prescribe such powers and duties for them as may not be inconsistent with law, with Articles of Incorporation or the Bylaws.

Section 2: To oversee the affairs and business of the Foundation and to make such rules and regulations therefore not inconsistent with law, the Articles of Incorporation or the Bylaws, as they deem to be in the best interests of the Foundation.

#### **ARTICLE IV: MEMBERSHIP**

Section 1: Membership classifications may be designated as determined at the annual meeting of members.

Section 2: The annual meeting of members shall be held between May 1 and June 30 of each year at which meeting directors shall be elected. Membership shall be notified electronically no more than 40 days and not less than 10 days prior to the annual meeting.

Section 3: Membership in this Foundation shall be made available without regard to race, color, creed, or national origin, under such rules and regulations, as may be prescribed in the Bylaws of this Foundation, to any individual who subscribes to the purposes/goals and basic policies of the Foundation.

Section 4: Persons, organizations, and businesses may be admitted to membership at any time. If the member is an organization or business it shall designate the name of the representative for voting purposes.

Section 5: Only members of this Foundation shall be eligible to participate in the business meeting or to serve in any elective or appointed positions.

#### **ARTICLE V: BOARD MEMBERSHIP**

Section 1: The Board shall consist of not less than five (5) or more than nine (9) members.

Section 2: Board elections shall be held annually. Each year, the sitting Board shall strive to elect a proportionate share of Directors so that no more than one-third of the Directors shall be completing his or her term in any one year, subject to Sections 3 and 4 of this Article. Board members may be reelected to a second, consecutive three-year term. Once the first term or second consecutive term has been completed, as the case may be, a Board member may not be elected to further serve on the Board pursuant to this section until at least one year has elapsed between the conclusion of that member's second consecutive term on the Board and his or her election to a further term.

Section 3: Members may withdraw from the Board by tendering a written or verbal resignation to the President. Members may be removed from the Board with or without cause by a majority vote of the remaining Board members. The maximum length of a term is three years.

Section 4: Membership on the Board will automatically be vacated upon affirmative action by the Board following three consecutive unexcused absences from regular meetings of the Board.

#### ARTICLE VI: OFFICERS

Section 1: Elected Officers of the Board shall be:

- a. President
- b. Vice President
- c. Treasurer
- d. Secretary

Section 2: Upon completion of the term of the President, the Vice President shall become President, and shall serve a one-year term, commencing upon the date of the annual meeting of the Foundation. All other officers shall be elected from the membership of the Board by a majority vote of those present at this meeting. Officers shall serve one-year terms, and unlike the President, the Secretary and the Treasurer may serve consecutive terms.

Section 3: In the event of a vacancy in any office other than President, such office shall be filled by election at the next regularly scheduled Board meeting. Notice (written or oral) that an election is to be held must be provided to the remaining Board members at least one week in advance of the election. In the event of vacancy in the President's office, the Vice President shall automatically become President and the resulting vacancy in the Vice President's office shall be filled as provided above. In addition, the Vice President may also serve the remainder of any term of the President, if the President's office becomes vacant for any reason.

Section 4: Duties of the Officers of the Board shall be as follows:

- a. The President shall preside at all meetings of the Board, shall be an ex-officio member of all committees of the Board unless a qualified alternate is appointed, and shall exercise such authority and perform such duties as the Board may from time to time appoint.
- b. The Vice President shall perform the duties of the President if the President is absent or unable to discharge the duties; shall perform such other duties as the President may from time to time assign; and shall assume the office of President in the event of vacancy.
- c. The Treasurer shall be responsible for the receipt of all funds of the Foundation. All funds, upon receipt, shall be deposited immediately in the account designated by the Board. The Treasurer shall have supervision and custody of all monies and securities of the Foundation and may delegate these responsibilities with the approval of the Board; shall be responsible for assuring that sound policies are maintained concerning all funds of the Foundation; and shall perform such other duties as the Board may from time to time direct. The Treasurer shall provide a report at each regularly scheduled Board meeting. The Treasurer shall be

responsible for filings with the Nevada Secretary of State and with the Internal Revenue Service.

- d. The Secretary shall be responsible for the minutes and records of the meetings of the Board and shall perform such other duties as the Board may from time to time direct. The Secretary will also maintain the contact information for all Board members, including names, addresses, phone numbers and electronic contact information as made available to the Secretary.

#### **ARTICLE VII – MEETINGS**

Section 1: Regular meetings of the Foundation shall be held at least four (4) times each year at such times and places as may be determined by the President. Special meetings of the Board shall be called by the President or by request of one-third of the members of the Board to the President.

Section 2: In order to transact business, a quorum of at least 50% of the Board membership must be present.

Section 3: When not in conflict with these Bylaws, Roberts Rules of Order, most recently revised version, may be used by the presiding officer to guide the procedures of any Board meeting.

Section 4: Any current member may attend regular and special meetings of the Board.

#### **ARTICLE VIII – FUNDS**

Section 1: All funds of the Foundation shall be deposited in a duly recognized and insured financial institution to the account of the FOUNDATION FOR CARSON CITY PARKS AND RECREATION, INC.

Section 2: Funds withdrawn shall be authorized by any two (2) of the four (4) authorized officers of the Foundation.

Section 3: Annually, the funds of the Foundation shall be reviewed by an audit committee appointed by the President, and a report shall be presented at the Annual meeting. An audit by a CPA may be performed as an alternative.

#### **ARTICLE VIII – REVISION OF BYLAWS**

Section 1: These Bylaws shall be reviewed at least every five (5) years or sooner upon a formal request based on the majority vote at a Board meeting having the required quorum. Proposed revisions may be presented in writing at any regular Board meeting and adopted by a two-thirds affirmative vote of those present at the next regular meeting.

Section 2: Such amended Bylaws, if any, shall be executed and acknowledged by the President of the Board and the Secretary and shall be filed by the Secretary with other records of the Corporation. Such amended Bylaws shall be reported to the general membership at the next annual meeting.

*JCB*

**ARTICLE IX – DISSOLUTION**

Upon the dissolution of the Corporation, the Board shall, after paying or making provisions for the payment of all of the liabilities of the Corporation, dispose of all of the assets of the Corporation exclusively for the purposes of the Corporation in such manner, or to such organization or organizations organized and operated exclusively for charitable, education, religious or scientific purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law) as the Board shall determine. Any of such assets not so disposed of shall be disposed of by a Court of competent jurisdiction in the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organizations as said Court shall determine which are organized and operated exclusively for such purposes.

DCB 

