WEST END GUN CLUB, Policies and Procedures



Policy and Procedures Manual Scope:

The scope of this document is to provide to the membership an established set of policies and procedures (P&P) for the normal operations of West End Gun Club as well as provide a clear and concise listing of the policies and procedures that West End Gun Club will be managed by. It, along with the Bylaws, provides guidance for the Board of Directors and the membership.

It shall not be implied that this document is all inclusive. It may be necessary to, from time to time, add to or detract from this document to keep it up to date with the club and our Bylaws. Because the Bylaws and the P&P's are directly related, it may be necessary to make changes to one if changes to the other cause any type of confusion or controversy. All of the established methodologies shall be recognized and adhered to prior to making any changes to either of these documents. The P&P Manual's Methodology for change is included within this document. See Page 77.

Policies and Procedures updates can occur at any time without notice. They are generally enacted at the club's business meeting by the Board of Directors. The Policy & Procedures Committee is a standing committee designed to discuss, evaluate, and postulate sound recommendations to the Board of Directors, for consideration.

The current P&P Manual is kept in a digital depository format on the Club Website accessible by the Membership. It is the source location of the current P&P Manual.

As new policies are enacted by the Board of Directors, the Secretary shall memorialize them in the Meeting Minutes, with supporting documents being added as attachments to the minutes.

The News Letter editor shall publish all new policies enacted. As the Editor is an assistant to the president, the President shall be responsible for notifying the editor of all new policy.

The Webmaster shall publish in Members section of the Club Website the new policies enacted.

The Policy and Procedure Committee shall edit the current Policy and Procedure Manual to include the newly enacted policies into the appropriated locations at the end of the current calendar year.

The Board of Directors shall review and approve the revision to create a new Policy and Procedure Manual for the new year. [Approved December 2019]

The 2019 P&P Manual will be distributed to the Membership in an electronic format sometime in 2019 after the P&P Committee completes the updates. New members will be issued copies of the 2019 version of the P&P Manual along with instructions of where the recent updates are located on the Website. Printed copies of the P&P Manual can be made available to a member who completes a request form & prepays a fee established by the Board of Directors.

Purpose:

The purpose of this P&P document is to provide the reader with a comprehensive, easy to read set of policies and procedures of West End Gun Club. Communication is the intended result of this P&P Manual. Intent:

Policies and Procedures are rules, guidelines, and actions formulated or adopted by the West End Gun Club (WEGC) to reach its day to day operations, long-term goals and are published for all members to see, practice, and observe. Policies and procedures are designed to influence and determine all major rules, guidelines, and actions that take place within the boundaries set by them. Policy is the general principles by which WEGC is guided in the management of its current and future affairs in keeping with Corporate Law, WEGC Articles of Incorporation and WEGC Bylaws.

Procedures are the specific methods employed to express policies in action in day-to-day operations of the Corporation. Together, policies and procedures ensure that a point of view held by the WEGC is translated into steps that result in an outcome compatible with those views.

The intent of WEGC's implementation of policies and procedures is to allow flexible and varying formats so that industry acceptable writing structures may be utilized without forcing a writing format of only one type throughout the P&P Manual.

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Detailed Index

The following is the <u>GENERAL CORPORATE INFORMATION</u> area of the Policy & Procedure Manual of WEGC.

BY-LAWS – General Corporate Information

The following is a copy of the part of the 2019 By-Laws, as amended 2021, covering <u>General Corporate</u> <u>Information</u>. It is included in this portion of the Policy & Procedure Manual for reference & coordination with the Policy & Procedures that follow. 2021 BL

AMENDED AND RESTATED BYLAWS OF WEST END GUN CLUB, INC., A California Nonprofit Mutual Benefit Corporation

(Adopted by Board of Directors ...) (Approved through Membership Vote, January 8, 2018)(Amended January 2021)

ARTICLE I., GENERAL CORPORATE INFORMATION

1.1 <u>Corporate Name</u>. The name of this Corporation is West End Gun Club, Inc., ("Club") and is referred to herein by as such, or as the "Club" or the Corporation.

1.2 <u>Principal Office</u>. The principal office for the transaction of the activities and affairs of this Corporation is located at Rancho Cucamonga, California. The Board of Directors (herein referred to as the "Board") may change the location of the principal office. Any such change of location must be noted by the Secretary on these Bylaws opposite this Section; alternatively, this Section may be amended to state the new location by the Board.

The Board may at any time establish branch or subordinate offices at any place or places where this Corporation is qualified to conduct its activities.

1.3 <u>Purpose of the Club</u>. The Corporation is a California Mutual Benefit Corporation pursuant to Section 501(c)7 of the Internal Revenue Code, and the purpose of this Corporation is dedicated to encouraging organized rifle, 'pistol and shotgun shooting among citizens of the United States, improving the citizens' knowledge of safe handling and proper care of firearms, improving marksmanship and developing the characteristics of honesty, good sportsmanship, self-discipline and self-reliance as essential to good citizenship. Further, the Club shall achieve these goals by, among other means, regularly hosting and sponsoring as many different educational shooting and organized shooting related events as possible.

1.0 General Corporate Information

P&P Reference's <u>Articles of Incorporation – WEGC 11/6/1967</u> [6-Pages] See Website → for the text.

External References – [See P&P Document's at the end of this manual for the text] Page 132 CORPORATION - Limit to Liability 7231 & 7231.5 CORPORATION - Limit to Liability 7237 IRS Limited Membership 501 (c) (7) Social Clubs Robert's - RRO Motion to Reconsider Robert's - RRO Debate on Question Call

The following is the <u>MEMBERSHIP</u> area of the Policy & Procedure Manual of WEGC.

BY-LAWS -- Membership

The following is a copy of the part of the 2019 By-Laws, as amended 2021 covering <u>Membership</u>. It is included in this portion of the Policy & Procedure Manual for reference & coordination with the Policy & Procedures that follow.

2021

ARTICLE II. MEMBERSHIP

2.1 <u>Membership</u>. This Corporation shall have nine classes of members, as set forth below. Any person dedicated to the purposes of the Corporation, eighteen years of age or older, and a member of the National Rifle Association of America ("NRA") shall be eligible for membership on approval of the membership application by, the Club Board of Directors and on timely payment of such dues and fees as the Board may fix from time to time. Continuing membership in the NRA shall be required of all voting members. A Voting Member is an Annual, Life, or Senior member (collectively referred to as "Voting Member") whose dues are currently paid, with no disciplinary action in effect against them; the designation of "Voting Member" does not, in and of itself, refer to a specific class of membership. Other specific requirements of membership may be kept in the Policy and Procedure Manual as kept by the Board.

A. A Conditional Member is a member who has been accepted for annual membership but has not completed the initial one-year conditional member period. A Conditional Member has use of all the Club facilities but may not vote or run for office. A Conditional Member may be appointed to fill a Board position by a majority vote of the Board members present and voting, at any Club meeting where there is a Board quorum present but cannot vote on any Board business until the conditional period is completed. All Conditional Members shall sign a Club liability waiver annually to maintain membership.

B. An Annual Member is defined as a person who has completed the required conditional period and whose dues are current. An Annual Member has the right to vote, hold office and use Club facilities. An Annual Member is a Voting Member and may be referred to as such in this document. All Annual Members shall sign a Club liability waiver annually to maintain membership.

C. A Life Member is any member who has met the requirements of Section 2.1 and subsection 2.1(C)(1) below. A Life Member is a Voting Member and may be referred to as such in this document. All Life members shall sign a Club liability waiver annually to maintain membership.

1. Any Annual Member in good standing may apply for Life Membership after one year. Life Membership may be granted by majority vote of the Board present and voting, at any Club meeting, where a Board quorum is present, and upon payment of the required fee. The fee for Life Membership is ten times the amount of the current Annual Membership fee as set by the Board. Life Membership may also be granted without fee by a majority vote of the Board present and voting, at any Club meeting, in recognition of extraordinary service to the Club.

D. An Associate Member is the spouse or registered domestic partner, as defined by the State of California, of a Club Conditional, Annual or Life Member and has all member privileges except the privileges of voting and holding office. All Associate Members shall sign a Club liability waiver annually to maintain membership.

E. A Youth Member is a non-voting member of the West End Youth Program, under the age of 18 years, whose dues are current and who is currently an NRA Youth Member. A Youth Member, with the supervision of any adult Annual, Life, Conditional or Associate member, may use the Youth Club Facilities and participate in any Club event. All Youth

Members shall annually provide a Club liability waiver signed by the Youth Member's legal guardian to maintain membership.

1. Youth Club Members after satisfying all the conditions of this Article may, with the recommendation of the Youth Club Director, have their initiation fees waived by a majority vote of the Board present and voting at any Club meeting, where there is a Board quorum present, and become a Conditional Club member.

F. An Honorary Member is a non-voting member and has the same access to Club facilities and events as an Annual Member. The Honorary Membership shall be valid concurrent with the Club's Annual Membership period. Honorary Membership shall be granted, on an annual basis, by a majority vote of the Board. Honorary Members shall be 18 years of age or older and meet all other criteria for Annual Membership. All Honorary Members shall sign a Club liability waiver annually to maintain membership.

G. A Limited Member is a non-voting member and has Club facility access limited to those portions of the Club facilities upon payment of the daily use fees, as determined by the Board, limited to use: (1) as determined by Board policy, (2) on the days of the week and times determined by Board policy, (3) when the Club Range-Master(s) is present. The Club Range-Master shall issue Limited Memberships after the required fee is paid as set by the Board. The Limited membership shall be in force until one year from the issuing card date. Limited Members shall be 18 years of age or older, shall sign a liability waiver annually to maintain membership and must be a member of the NRA.

H. A Probationary Member is a member who previously was a member of any one of the **eight** membership classes who is the subject of suspension or other disciplinary action that is currently in effect against-them. A Probationary Member cannot vote or hold office, even if a current member of the Board. A Probationary Member is prohibited from accessing Club property or Club events during the relevant term of suspension or probation, except as specifically authorized by a vote of the Board members present and voting at any Club meeting where a board quorum is present. All Probationary Members shall sign a Club liability waiver annually to maintain membership.

I. A Senior Member is defined as a person who is 65 years or older and is a renewing Annual or Conditional member. Senior Members may pay reduced membership dues as outlined.in 2.6 and may be eligible for other Club benefits as determined by the Board. A Senior Member has the same rights as an Annual Member. A Senior Member is a Voting Member and may be referred to as such in this document. All Senior Members shall sign a Club liability waiver annually to maintain membership.

J. Applicants unable to appear in person at a regular monthly Club meeting for approval of membership due to extenuating circumstances may submit a written petition to the Board to request special dispensation. Acceptance of the petition and granting exception shall be by a majority vote of the Voting Members, where there is a quorum present at a Regular Monthly Club meeting after review of the applicant's petition.

2.2 <u>Consideration of Applications</u>. All membership applications shall be considered without regard to race, color, sex, sexual orientation, national origin, religion or any other protected class or group that state or federal law may add in the future.

2.3 <u>Limiting Membership</u>. The Board may limit the number of Club Members by a two-thirds (2/3) vote of the Board present and voting, at any Club meeting where there is a Board quorum present. Notification of a membership limit shall be by one of the following methods, as selected by the Board: (1) publication of the new limit in the next Club newsletter after a vote approving a membership limit, posting the new limit in the members only portion of the Club Website prior to the next Regular Club Meeting, or by mail sent within thirty (30) days of the vote to adopt a limit.

2.4 <u>Membership Rights</u>. All Voting Members shall have the right to vote, as set forth in these Bylaws, on the election of the Board, on the disposition of all or substantially all of the assets of the Corporation, on any merger, including the

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principal terms thereof or any amendment of those terms, and on any election to dissolve the Corporation. In addition, Voting Members shall have all rights afforded members under the California Corporations Code and any additional rights created hereunder that do not conflict with state law. If the Corporation is dissolved, the Voting Members of the Club at the time of dissolution shall receive a pro rata distribution of all assets, exclusive of those held in charitable trust, remaining after payment or provision for payment of the obligations and debts of the Corporation and provision for any other payment required under applicable law. All rights of membership cease on the member's death, suspension, termination, or dissolution.

2.5 <u>Non-voting Members</u>. This Corporation may refer to persons of Conditional, Associate, Youth, Honorary, Limited or Probationary classes or other persons or entities associated with the Club as "members" even though those persons or entities are not Voting Members as set forth in Section 2.1 of these Bylaws, and reference to a person as a "member" shall not, in and of itself, result in anyone without voting rights being considered as a member within the meaning of Corporations Code § 5056. By amendment of its articles of incorporation or of these Bylaws, the Corporation may grant some or all of the rights of a member of any class to any person or entity that does not have the right to vote on the matters specified in Section 4.10 of these Bylaws, but no such person or entity shall be a member within the meaning of Corporations Code § 5056.

2.6 <u>Annual Dues, Fees, and Special Assessments</u>. Each member must pay, within the time and on the conditions set by the Board, the dues, fees, and special assessments in amounts to be fixed from time to time. The fees and special assessments shall be equal for all members of each class, but the Board may, in its discretion, set different fees and assessments for each class of member.

2.7 <u>Good Standing</u>. Members who have paid the required dues, fees, and assessments in accordance with these Bylaws, who are current members of the National Rifle Association, and who are not under probation, shall be members in good standing,

2.8 Termination of Membership. A membership shall terminate on occurrence of any of the following events:

A. Resignation or death of the member;

B. Expiration of the period of membership, unless the membership is renewed on the renewal terms fixed by the Board;

C. The member's failure to pay annual dues by March 1 each year with any penalty due, fees, or special assessments as set by the Board.

D. Any event that renders the member ineligible for membership, or failure to satisfy membership qualifications; the list of events is outlined in the Policy and Procedure Manual.

E. Termination of membership under Section 2.10 of these Bylaws based on the good faith determination by the Board, or a committee with a minimum of three Board members appointed by the Board to make such a recommendation, that the member has failed in a material and serious degree to observe the rules of conduct of the Corporation, or has engaged in conduct materially and seriously prejudicial to the Corporation's purposes and interests.

2.9 <u>Suspension of Membership</u>. A member may be suspended, under Section 2.10 of these Bylaws, based on the good faith determination by the Board, or a committee with a minimum of three Board members appointed by the Board to make such a recommendation, that the member has failed in a material and serious degree to observe the Corporation's rules of conduct, or has engaged in conduct materially and seriously prejudicial to the Corporation's purposes and interests.

2.10 <u>Procedure for Suspension or Termination of Membership</u>. The Board shall adopt and print in the Policy and Procedure Manual the specific procedures that shall be applied to any notice of, hearing for, and other process adopted for suspending or terminating the membership of a member, with the Board having such discretion to adopt or amend such policy so long as such policy complies with the requirements of the California Corporations Code.

2.11 Emergency Suspension. Notwithstanding any other provision in this Article, if grounds appear to exist for suspending a member under Section 2.9 of these Bylaws, if a person designated by the Board to make such a determination decides, that an immediate suspension is reasonably necessary to protect against (1) harm to an individual, including bodily harm to an individual or harm to personal property of an individual that is present at a location controlled by the Club, or (2) loss or damage to Club Property or Club assets, or for violation of Club safety rules, the Board designated person, may immediately suspend a member on an emergency basis. Emergency Suspensions shall only last until the suspended member is given an opportunity to be heard by the Board after at least 15 days' notice thereof; any Emergency Suspension issued under this subsection is limited to no more than 45 days in duration.

A. The decision to issue an Emergency Suspension is final.

B. If an Emergency Suspension is issued, a hearing shall be held in accordance with the suspension or termination policy adopted by the Board under Section 2.10 and then in effect within 31 days of notice being given to the member as to whether a further suspension or, membership termination is appropriate. The Member may attend the hearing notwithstanding the Emergency Suspension unless the Board determines the member's presence at the hearing would constitute a legitimate threat to human health or safety. Notice of the suspension and the hearing shall be given by any method reasonably calculated to provide actual notice. Notice given by mail shall be sent by first-class or registered mail to the member's last address as shown on the Corporation's records.

C. Any action challenging an Emergency Suspension, including a claim alleging defective notice, must be commenced within one year after the date of the notice of Emergency Suspension.

2.12 <u>Transfer of Memberships</u>. A membership or any right arising from membership may be transferred by majority Board vote of those Board members present and voting, at any Club meeting where there is a Board quorum present and as outlined in the Policy and Procedure Manual.

2.13 <u>Hiatus of Membership</u>. Members may petition the Board to grant their membership Hiatus Status. Hiatus Status is defined as one that would keep them on the Club's membership roll as a non-active member. During this Hiatus Status period no membership renewal dues are paid, no membership card is issued; no ballots, newsletters or any other official Club mailings will be sent. No Club membership privileges are in effect; the member shall not vote or hold any Club office. Hiatus Status may be granted by a majority vote of the Board members present and voting, at any Club meeting where there is a Board quorum present. Members on Hiatus Status may petition the Board to remove the Hiatus Status and reinstate their membership to its previous state also by a majority vote of the Board members present and voting, at any Club meeting where a Board quorum is present. The maximum time a member is allowed to be on Hiatus Membership Status shall be determined based upon a policy adopted by the Board and printed in the Policy and Procedure Manual and subject to amendment by the Board in its discretion.

2.0 MEMBERSHIP

Links from BY-LAWS - Membership to Policy & Procedure Manual

Article 2.1	Membership See Pages 8 thru 14			
Article 2.10	Procedure for Suspension or Termination of Membership			
	See the Conduct and Discipline area within the Policy & Procedures Manual - Page 62			

Article 2.12Transfer of MembershipSee Page 11

Article 2.13 Hiatus of Membership See Page 13

2.1 Club's Membership

The Club shall maintain membership in the National Rifle Association and may maintain a membership in the California Rifle and Pistol Association and the Civilian Marksmanship Program if ratified by a majority vote of the Board.

2.2 NRA Recruiter

The Club will become an NRA Recruiter, commission-based, with proceeds going to the Club General Fund.

2.3 **DUES**

2.3.1 Waiver of Initiation Fee/Dues

The initiation fee and/or dues may be waived by majority vote of the Board.

2.3.2 Exemption

Board members and assistants for Officers and Directors are exempt from paying annual dues. Even though the Board members, assistants and officers have not paid their dues they are considered members in good standing as long as they have followed the Club By-laws in fulfilling their duties.

2.4 Special Assessments

A special assessment of Club Members may be imposed only at a regular monthly Club meeting at least thirty days after written notice has been sent to all Club Members and posting on the members only portion of the Club website. A two thirds (2/3) majority vote of the Board Members present and voting shall be necessary for passage.

2.5 Annual

The dues shall be per the Table of Membership Data below each fiscal year and shall be due, in advance, by December 31st. (2019 & 2021)

<u>Membership</u> <u>Class</u>	<u>\$ / Year</u>	<u>Required</u> <u>Renewal</u> <u>Forms</u>	Required Orientation Completed	<u>Signed</u> <u>Liability</u> <u>Waiver</u>	<u>Cards</u> Issued	<u># of</u> Guests	<u>Voting</u> <u>Rights</u>
Conditional	\$ 320 Plus ¹	Yes	Yes	Yes	Shall	3	No
Annual	\$320	Yes	Yes	Yes	Shall	3	Yes
Life	\$ 0 Plus	Yes	Yes	Yes	Shall	3	Yes
Associate	\$0	Yes	Yes ²	Yes	May ²	3 ²	No
Youth	\$ 0 /\$ 20	Yes	No	Yes	May	0	No
Honorary	\$0	Yes	Yes	Yes	May	3	No
Limited ⁴	\$130⁴	Yes	Yes	Yes	Shall	2	No
Probationary	\$320	Yes	Yes	Yes	Shall	0	No
Senior	\$240	Yes	Yes	Yes	Shall	3	Yes
Hiatus ³							

Table of Membership Data

1 Initiation \$240; 2 Granted upon completion of safety orientation; 3 This is a status of membership See By-Laws 2.13; 4 \$5 fee for main range no longer charged, Limited Member guest fees remain @ \$1-0.00. (passed Aug 2020)

2.6 RENEWALS

2.6.1 Renewal Form Yearly

All Annual, Senior, Life, Associate, Youth, Probationary, Honorary or Conditional Members shall complete and return a Club membership card renewal form each year. All renewal and new member application forms requiring actual addresses with no P.O. Boxes. All Annual, Senior, Life, Associate, Probationary, Honorary or Conditional Members plus Limited members must provide documentation proving they are not prohibited from firearms ownership.

2.6.1.1 STATEMENT ON RENEWAL FORM 2021

"I turned 65 in 2020 or am 65+ and will be renewing as a Senior Member at the senior dues rate of \$240.00 per year. I will provide a copy of my ID as proof of age with this renewal document in order to voluntarily establish my status as a Senior Member on the WEGC membership role. I understand that WEGC will not archive the private information contained in the ID I send and will destroy all of the copies provided after recording the change of my membership status to Senior Member in the WEGC membership database." (passed 8 Aug 2020, effective Jan2021)

2.6.2 Renewal Start - October

Membership renewals and renewal forms shall be mailed starting in October with the election ballots. A separate specifically marked, pre-addressed return envelope for membership renewal and renewal forms shall be provided. This is absolutely against election rules & needs to be removed

2.6.3 Date - Due

Membership dues are due not later than December 31st of each calendar year unless prior arrangements have been made with the Club Membership Director.

2.6.4 Date - Penalty

Renewals received or postmarked after January 31st may be assessed a fifty percent (50%) renewal fee penalty in addition to the annual fee.

2.6.5 Date - Termination

Petitions to reestablish membership status received postmarked after March 30th may not be considered and the delinquent member may be made to reapply for membership and placed at the bottom of any membership waiting list.

2.6.7 Exception – Date

Exceptions to any of the dates or fee above shall be approved by majority vote of the Board.

2.7 Membership Card

All Annual, Life or Conditional Members shall be issued a Club membership card. Associate, Youth, or Honorary members may be issued a Club membership card.

2.8 Privilege & Access

Membership in West End Gun Club, Inc. is not a right it is a privilege. Because access to or use of Club property may be prevented by weather or other circumstances beyond the control of the Club and its Board of Directors, Membership in West End Gun Club, Inc. does not guarantee access to or the use of any of the Club's property or facilities at all times.

2.9 Member's Cap

The membership cap is 1665 members, defined as annual, life, and probationary members.[Approved December 2019]

2.10 Member's - Confidentiality

The club will take steps to legally prevent disclosure of any and all Club membership information and any and all personal identification of any member that was given to the Club to include SS#, address, date of birth, phone number, email, and all contact and bank information.

2.11 Transfer of Membership

2.11.1 Transfer - Associate Members

Associate Members may apply for Annual membership at any time, by meeting the requirements in Article 2.1 of the By-Laws, provided that the Associate Member has belonged to the Club for more than one year with no disciplinary action pending, the conditional period and initiation fee may be waived by a majority vote of the Board.

2.11.2 Transfer – Deceased Spouse

Spouses of deceased Members may apply for Annual membership after the death of their spouse, by meeting the requirements in Article 2.1 of the By-Laws, provided that the deceased Member has belonged to the Club for more than one year with no disciplinary action pending, the conditional period and initiation fee may be waived by a majority vote of the Board.

2.11.3 Transfer – Youth

Youth Members may apply for Conditional membership, by meeting the requirements of Article 2.1 E (1) of the By-Laws, provided that the Youth Member has belonged to the Club for more than one year with no disciplinary action pending. Additionally, the Youth Member may by-pass the established waitlist through a majority vote of the Board of Directors at any Club meeting where there is a Board quorum present. [Approved November 2019]

2.12 CONDITIONAL

2.12.1 Conditional Member Applicant

To become a Conditional Member of the Club an applicant must be sponsored by any one Board member or by three Voting Members. To become a Conditional Member, applicants shall submit their membership applications to the Membership Director's staff and then appear in person, at a Regular Monthly Club meeting, before becoming eligible for acceptance by membership vote at that meeting.

2.12.2 Conditional Dues & Fees

A conditional member upon joining the club shall pay the yearly dues plus an initiation fee equal to the Annual Member yearly Dues prior to an approval vote. The dues for a conditional member may be prorated to compensate for months of the current membership year that are already past.

2.12.3 Conditional Approval Vote

Approval of all applicants for Conditional membership shall be made by a majority vote of the Voting Members present at a Regular Monthly Club meeting once a quorum is established to conduct Club business.

2.12.4 Deny Conditional Transfer

Conditional Members become Annual Members after completion of a one-year conditional period. Conditional Members may be denied Annual membership by the Board due to conduct the Board determines to be detrimental to the Club like those described in the area of Policy & Procedure Manual labeled Conduct & Discipline.

2.13 ANNUAL

Space for future items

2.14 LIFE

2.14.1 Yearly Renewals

Life members who don't pay yearly fees are required to fill out the annual paperwork. Membership will hold new membership card until they provide the paperwork.

2.15 ASSOCIATE

2.15.1 Orientation

Associate Members shall complete the same orientation as regular members to access full Associate Member rights. This specifically addresses the Associate Member's ability to supervise 3 guests at ANY OUTING.

2.16 YOUTH

Space for future items

2.17 HONORARY

Space for future items

2.18 LIMITED

2.18.1 Limited Member's Cap

Cap on Limited Membership set at 600.

2.18.2 Dues

Limited Membership dues shall be \$130 per year, with \$15 of that fee allocated to Environmental Cleanup Fund; the \$5 fee for main range no longer be charged. Limited Member guest fees remain @ \$10.00 start Jan. 1, 2021. (passed Aug 2020)

2.18.3 Orientation

Limited Members shall complete specific orientation for their access to the Range.

2.18.4 NRA Membership Proof

All new and renewing Limited Members shall be required to provide proof of current NRA membership.

2.18.5 NRA - Guest Fees

WEGC charge each guest an additional fee of \$10. The fees will be \$10 less for any guest who can provide a current NRA or CRPA member card. (This changed nov 2020)

2.18.6 Payment Options

WEGC will accept payments from Limited Members. Procedures determined by the Membership Committee.

2.19 PROBATIONARY

Space for future items

2.20 SENIOR

Space for future items

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2.21 HIATUS

2.21.1 Hiatus Status - Member

An annual member in good standing may request hiatus status, if the member is experiencing financial or personal hardship. This status may last for up to 5 years, and said member does not pay the annual dues. During this status, said member does not have any access rights to the club, other than those provided to the general public. Further, the member does not have voting rights. To regain active status, the member, must resume paying the annual dues and petition the board for reinstatement of membership. No initiation fee shall be required.

2.21.2 Hiatus Status - Employee

Members who receive a wage or salary from West End Gun Club Inc. shall be required to accept Hiatus Membership status as a condition of employment of West End Gun Club, Inc. Membership status shall be restored by Board action at the termination of the member's employment to the same class of membership the member was on when employment began, provided the member remains in good standing in all other aspects as noted within the By-Laws & Policy & Procedure Manual.

Bottom of Form FORMS-- Membership Information Summary

MEMBERS - POLICIES - Conditional, Annual, Life, Associate, Honorary, Senior MEMBERS

APPLICATION - adopted and updated 1-8-2013 March 2018 Now done online

MEMBERSHIP CAPACITY -1665 MEMBERS MAX (CAP) (adopted January 2020)

MEMBERSHIP RESPONSIBILITY -CHECKLIST CREATED AND REQUIRED UPON ACCEPTANCE AND RENEWAL

INCLUDES - ASSOCIATE MEMBER, MINOR CHILDREN, MINOR GRANDCHILDREN

RENEWAL - ANNUALLY

PAPERWORK REQUIRED ANNUALLY

RIGHTS AND PRIVILEGES -GATE CODE WEBSITE ACCESS VOTING RUNNING FOR OFFICE

2.23 WAIVERS

-Must be filled out annually.

-Guests of Conditional, Annual, Life, Associate, Honorary, Senior members must fill out waiver with each range visit.

-Minors must have Youth waiver signed with each range visit and in possession (to comply with State law). See Section 16.2.9 Parent or Legal Guardian Permission and Release Form.

2.24 ONLINE WAIVERS

"West End Gun Club shall adopt and offer an online portal and paperless Waiver alternative to its paper waiver. The club shall utilize and encourage its members, and guests to use the paperless online waiver system whenever possible.

The system shall meet the standards established in 15 U.S.C. § 7001 (a) (1) & (2) and 15 U.S.C. § 7006 (5). The Board of Directors shall establish at will, a reasonable time period to define the 'lifespan' of collected waivers for members and for guests"

"Waivers signed by members and guests shall be valid for the period of one year. Guests (non-members) that sign an online digital waiver shall be valid for one year provided that they have them on their person while on WEGC property. All persons must comply with the club's request to sign a waiver and demonstrate compliance when asked to do so. The club may at will, implement a digital kiosk for the purpose and convenience to its members, provide a kiosk to retrieve and sign waivers at any one of its venues or facilities." [Adopted September 2019]

2.25 ISSUANCE OF GATE CODE CARDS

Cards will not be issued to members until all initial and annual paperwork is completed and returned to club.

2.26 ORIENTATION

All Conditional, Annual, Life, Associate, Honorary, Senior members and Associate members must complete RANGE SAFETY ORIENTATION before obtaining a card with gate code.

2.27 GATE CODE - No member may share the gate code with another person, even a guest

2.28 SAFETY EQUIPMENT - All Conditional, Annual, Life, Associate, Honorary, Senior members must have in their possession a FULL SIZED SHOVEL, HEARING & EYE PROTECTION whenever visiting the range. Eye and hearing protection must be used while shooting at the range. Full-sized shovel will be used in the case of a fire. A 4 lb. fire extinguisher is recommended but not required.

See the Website for the details of the following.

Liability Waiver --Member Responsibility Checklist --Application Conditional --Renewal Annual --Renewal Life NRA, Life--Application Youth --Renewal/ Application Limited --

The following is the <u>MEETINGS</u> area of the Policy & Procedure Manual of WEGC. BY-LAWS – Meetings

The following is a copy of the part of the 2019 By-Laws, as amended 2021 covering <u>Meetings</u>. It is included in this portion of the Policy & Procedure Manual for reference & coordination with the Policy & Procedures that follow.

ARTICLE III. MEETINGS

3.1 <u>Annual Meeting</u>. An annual meeting of members shall be held on the second Tuesday in January of each year, unless the Board fixes another date or time and so notifies members as provided in Sections 3.4, 3.5, and 3.6 of these Bylaws. If the scheduled date falls on a legal holiday, the meeting shall be held on the first Tuesday thereafter that is not a legal holiday. At the meeting, Directors and Officers shall be sworn in by the outgoing President, and other proper business may be transacted, subject to Sections 3.6 of these Bylaws.

3.2 Location of the Monthly Member Meetings. Monthly meetings of the members shall be held at any place within or outside California designated by the Board or by the written consent of all members entitled to vote at the meeting, given before or after the meeting. In the absence of any such designation, monthly members' meetings shall be held at 1324 E. Fourth Street Ontario, CA 91764.

3.3 <u>Special Member Meetings</u>. At least ten Board members, any Officer, or 120 or more Voting Members, which is at least 5% of current membership, may call a Special Meeting of the members for any lawful purpose at any time as described in subsection 3.5.

A. A special meeting called by ten Board members, any Officer, or 120 or more Voting Members, which is at least 5% of current membership, shall be called by written petition, signed by all of the above, specifying the general nature of the business proposed to be transacted, and addressed to the attention of and submitted to the Secretary of the Corporation. The Officer receiving the request shall cause notice to be given promptly to the members entitled to vote, under Section 4.2 of these Bylaws, stating that a meeting will be held at a specified time and date fixed by the Board. The meeting date shall be set for at least 35 but no more than 90 days after receipt of the request. If the notice is not given within 20 days after the request is received, any of the above requesting the meeting may give the notice, though this provision does not create any greater right to access information than what is stated in Section 9.1 of these Bylaws. Nothing in this Section shall be construed as limiting, fixing, or affecting the time at which a meeting of members may be held, when the meeting is called by the Board.

B. No business, other than the business that was set forth in the written notice for the meeting, may be transacted at a special meeting.

3.4 <u>Notice Requirements</u>. Whenever the members as a voting body are required or permitted to take any action at a meeting, a written notice of the meeting shall be given under Sections 3.6 of these Bylaws to each member entitled to vote at that meeting. The notice shall specify the place, date, and time of the meeting, and the means of electronic transmission by and to the Corporation or electronic video screen communication, or if any, by which members may participate in the meeting. For the Annual Meeting, the notice shall state the matters that the Board, at the time notice is given, intends to present for action by the members. Fora Special Meeting, the notice shall state the general nature of the business to be transacted and shall state that no other business may be transacted. Except as provided elsewhere in these Bylaws, any proper matter may be presented at the meeting.

3.5 <u>Notice of Certain Agenda Items</u>. Approval by the members of any of the following proposals, other than by unanimous approval by those entitled to vote, is valid only if the notice or written waiver of notice states the general nature of the proposal or proposals:

A. A proposal to remove a Director without cause;

B. A proposal to fill one or more vacancy on the Board;

C. A proposal to amend the articles of incorporation; or

D. A proposal to wind up and dissolve the Corporation;

E. A proposal to approve a contract or transaction between the Corporation and one or more Members, or between the Corporation and any entity in which a Member has a material financial interest;

F. A proposal to approve a plan of distribution of assets, other than money, not in accordance with liquidation rights of any class or classes as specified in the articles or Bylaws, when the Corporation is in the process of winding up.

3.6 <u>Manner of Giving Meeting Notice</u>. Notice of any meeting of members shall be in writing and shall be given at least 10 but no more than 45 days before the meeting date. The notice shall be given either personally, by electronic transmission, as outlined in the Policy and Procedure Manual, by the Corporation, or by first-class, registered, or certified mail, or by other means of written communication, charges prepaid, and shall be addressed to each member entitled to vote, at the address of that member as it appears on the books of the Corporation or at the address given by the member to the Corporation for purposes of notice.

Links from BY-LAWS - Meetings to Policy & Procedure Manual

Article 3.6 Manner of Giving Notice See Page 17

3.0 Meetings

3.1 Monthly Meetings section should be reordered

3.1.1 Date

The regular monthly Club meetings shall be held on the second Tuesday of each month. The Club meeting start time and place shall be established by the Board and shall be published in the Club newsletter and posted on the Club website. The Club meeting shall include the Board of Directors' and the Members' meeting time.

3.1.2 Start Time

Regular club meeting start times at 6:30 p.m.

3.1.3 Participants

The participants at all Club meetings shall be any Annual, Life, Associate, Conditional and Honorary Club Members in good standing. Non-participating attendees are anyone else. The chair must recognize all nonparticipating attendees before they may attend or speak at any meeting.

3.1.4 Phone Participation

Members of the Board of Directors may participate in regular monthly meetings by phone if they are sick,

temporarily disabled or out of town. A majority vote of the Board of Directors is required, at any meeting, prior to a member of the Board of Directors being allowed to participate by phone.

3.1.5 NOT Cancelable

The regular monthly Club meetings cannot be canceled. If a regular monthly Club meeting has to be rescheduled it shall be moved to an open date within the month. Changes of any regular monthly Club meeting date or time shall be published in the Club newsletter and posted on the Club website.

3.1.6 Conduct

Conduct at all regular monthly Club, Board, Annual and Special Member meetings shall be enforced by the Sergeant-at-Arms who, at the instruction of the meeting chair, may remove from the meeting any person or persons that disrupts the meeting.

3.1.7 Order of Business

The standard Order of Business at monthly, Annual and Special Club meetings shall be;

- 1. Call the meeting to order and establish that a quorum exists,
- 2. The pledge of allegiance to the flag,
- 3. Roll call of Club directors, and establish that a quorum exists. If there is a quorum then the meeting

can continue. (approved 10 August 2021)

- 4. Acceptance of the consent agenda,
- 5. Reading and acceptance of the previous meetings minutes,
- 6. Reading of communications,
- 7. Recognize participants and attendees,
- 8. Membership agenda,
- 9. Monthly Membership forum,
- 10. Monthly financial reports by Club officers,
- 11. Committee reports,
- 12. Old business,
- 13. New business,
- 14. Adjournment of meeting.

Exceptions may be made to this order if the meeting chairperson deems it necessary.

3.1.8 Agendas

At all regular monthly Club meetings agendas shall be established by the President and distributed by the Sergeant at Arms.

3.1.9 Agenda Issued

The Board meeting agenda shall be issued to all Board members at the meeting and/or sent by e-mail or fax to the Board members before the meeting.

3.1.10 Agenda Items Submittal

Agenda items for the Board meetings shall be submitted to the President and or Club Secretary seven (7) days prior to the Board meeting. Items received after that may be addressed if the meeting Chair determines that time will permit it. The meeting Chair shall prioritize the additional agenda items.

3.1.11 Membership Agenda Items

Items to be placed on the Membership agenda shall be submitted to the President and or Club Secretary seven (7) days prior to the regular monthly Club meeting. Items received after that may be addressed if the meeting Chair determines that time will permit it.

3.1.12 Membership Forum Time

A minimum of one-half hour of regular monthly Club meeting time shall be set aside each month for a Club membership forum. If no Club business is presented by the membership the meeting may then be adjourned, if there is no further club business.

3.1.13 Votes Recorded

The Club Secretary shall record all votes cast by the Board members and the vote tally published along with the motion, as part of the official Board meeting minutes.

3.1.14 Roll Call Votes

Any Board member may request a roll call vote for any Board vote. Each Board member's roll call vote shall then be recorded by Board position. For example; the Secretary votes: No, the Membership director votes: Yes, the Youth director votes: Abstain, or the Secretary is Present and not voting.

3.1.14.1 Roll Call – Discipline & Finances

All Board votes regarding discipline against Club members and involving Club finances shall be by roll call vote.

3.1.14.2 Special Meetings

All votes cast by the Membership at Special Member meetings shall be recorded by the Secretary, by an exact count (Yes, No, Abstain or Present and not voting) of all Club Members present and voting, in the official meeting minutes along with the motion voted on.

3.1.15 Consent Agenda

The Board may choose to use a consent agenda. Items placed in a consent agenda for voting are for noncontroversial or regular monthly housekeeping items to be adopted, such as, voting the acceptance of new members. Any consent agenda item may be challenged by any Voting Member and removed to the regular meeting agenda for acceptance any time before the adoption of the consent agenda has been made.

3.1.16 January Sequence

The Board of Directors' meeting may precede the Members' meeting time all months of the year except for the Club's Annual meeting in January when the Members' Annual meeting shall start first and then be followed immediately by a transitional Board meeting.

3.1.16.1 Transitional Board

At the transitional Board meeting outgoing Board members shall advise the incoming Board of all current Club business, make arrangements to turn over all issued Club property, documents and keys necessary to the office of newly installed Board members.

3.1.17 Draft Meetings Minutes

Draft board meeting minutes be sent to the board with addendums, references within 2 weeks without financials.

3.1.18 Minutes Distribution

Secretary will distribute draft club minutes to directors by email.

3.1.19 Closed Meetings

Closed Board meetings be limited to Board members and invited persons only are to follow Roberts Rules of Order for West End Gun Club.

3.1.20 Video Minutes

Videotaping of meetings are optional.

3.2 Board Oath of Office

Upon election to office, each Board member shall signify acceptance of their fiduciary responsibilities by affixing their name and signature to a copy of the following oath of office:

I (state your name), an elected member of the West End Gun Club Board of Directors, hereby swear to uphold and obey the Constitution of the United States of America, the laws of the State of California, and the By-laws of the West End Gun Club and to work for the best interest of the Club.

3.3 Policies - Meeting Summary

MEETINGS - POLICIES

The President, or in his absence, the Vice President or other designee, shall conduct the meetings in accordance to Robert's Rules of Order.

FREQUENCY: Monthly 2ND Tuesday

COMBINED BoD, GEN'L MEMBERSHIP

BoD meetings combined with General membership meeting (monthly)

START TIME: 6:30pm

CANCELING MEETINGS: Only the President (or, in the President's absence, the Vice President) has the authority to cancel meetings. The Club maintains its recreational and service activities in accordance with established schedules and operational demands. To this end suspension or cancellation of meetings will be avoided whenever possible.

AGENDA: Items to be considered sent in 1 week prior to meeting, SAA published to website at same time distributed to BoD

RECORDING AND TAPING: not currently required, nor prohibited

MINUTES: draft minutes distributed within 2 weeks (after the meeting), without financials

The following is the <u>VOTING</u> area of the Policy & Procedure Manual of WEGC.

BY-LAWS – Voting

The following is a copy of the part of the 2019 By-Laws, as amended 2021, covering <u>Voting</u>. It is included in this portion of the Policy & Procedure Manual for reference & coordination with the Policy & Procedures that follow.

ARTICLE IV. VOTING

4.1 <u>Quorum.</u> A total of 50% of the current authorized Board members rounded up or 50 Voting Members shall constitute a quorum for the transaction of business at any meeting of members.

A. Except as otherwise required by law, the articles, or these Bylaws, the members present at a duly called or held meeting at which a quorum is present may continue to transact business until adjournment, even if enough members have withdrawn to leave less than a quorum, if any action taken (other than adjournment) is approved by at least a majority of the members required to constitute a quorum. Once a quorum is established at a member meeting, business can continue even if the quorum is lost so long as the number of votes cast in support of any action voted upon thereafter constitutes a majority of the quorum requirement.

4.2 <u>Member Eligibility to Vote</u>. Subject to the California Corporations Code, Voting Members in good standing on the record date as determined under Sections 2.4, 2.7 of these Bylaws shall be entitled to vote at any meeting of members on member-only business as defined in the Policy and Procedure Manual, and not Board business.

4.3 <u>Manner of Voting</u>. When a quorum has been established, voting may be by voice or by ballot. Any election of the Board must be by a ballot as outlined in these Bylaws Section 6.2(B), California Corporations Code, and the Policy and Procedure Manual.

4.4 <u>Number of Votes</u>. Each member entitled to vote may cast one vote on each matter submitted to a vote of the members.

4.5 <u>Majority Approval</u>. If a quorum is constituting a member meeting, the affirmative vote of a majority of the Voting Members represented at the meeting, entitled to vote, and voting on any matter, shall be deemed the act of the members unless the vote of a greater number is required by the California Corporations Code or by the Articles Of Incorporation.

4.6 <u>Action by Unanimous Written Consent</u>. "Any action required or permitted to be taken by the members may be taken without a meeting, if all members consent in writing to the action. The written consent or consents shall be filed with the minutes of the meeting. The action by written consent shall have the same force and effect as a unanimous vote of the members. 100% of Voting Members must agree or a meeting must be called to consider the action.

4.7 <u>Action by Written Ballot</u>. Any action that members may take at any meeting of members, other than the election of the Board, may also be taken without a meeting by complying with Section 4.6 of these Bylaws.

4.8 <u>Solicitation of Ballots</u>. The Corporation shall distribute one written ballot to each member entitled to vote on the matter. All solicitations of votes by written ballot shall (1) state, with respect to ballots other than for election of Directors, the percentage of approvals necessary to pass the measure or measures; and (2) specify the time by which the ballot must be received in order to be counted. Each ballot so distributed shall (1) set forth the proposed action; (2) give the members an opportunity to specify approval or disapproval of each proposal; and (3) provide a reasonable

time in which to return the ballot to the Corporation. Specific, approval on any vote, is by simple majority of those present and voting at any Club meeting and as outlined in Article IV Sections 4.1(A) and 4.5.

4.9 <u>Number of Votes and Approvals Required</u>. Approval by written ballot shall be valid only when (1) the number of votes cast by ballot within the time specified equals or exceeds the quorum required to be present at a meeting authorizing the action, and (2) the number of approvals equals or exceeds the number of votes that would be required for approval at a meeting at which the total number of votes cast was the same as the number of votes cast by written ballot without a meeting. A written ballot may not be revoked. All written ballots shall be filed with the Secretary of the Corporation and maintained in the corporate records for one year, after which such time they may be destroyed.

4.10 <u>Record Date For Notice, Voting, Written Ballots, and other Board Actions</u>. For purposes of establishing the members entitled to receive notice of any meeting, entitled to vote at any meeting, entitled to vote by written ballot or entitled to exercise any rights in any lawful action, the Board may, in advance, fix a record date. The record date so fixed for

A. Sending notice of a meeting shall be no more than 90 nor less than 10 days before the date of the meeting;

B. Determining who is a recorded member eligible to vote shall be determined not more than 60 days prior to the date of the vote on that action.

4.11 Proxy Voting Disallowed. Voting by proxy is not allowed, no proxies may be solicited or given.

4.12 <u>Election of Officers and Directors</u>. West End Gun Club Inc. desires to conduct the election for Officers and Directors with fairness to all members. Officers and Directors shall be elected annually by a vote of the members eligible to vote. In order to do so, the Nominations and Election Committee (ARTICLE VI, Section 6.2) shall act as the inspector of elections who shall do such acts as may be proper to conduct the election or vote with fairness to all members. (Corp 7614)

A. All Voting Members in good standing may nominate themselves, or nominate other voting members, for club Officer or Director positions. All nominees for a Board of Director position shall be Voting Members in good standing and meet all of the requirements for Board positions as defined in Article VI of these Bylaws and the Policy and Procedure Manual.

B. West End Gun Club's Policy and Procedures Manual shall set forth the manner in which the election for Officers and Directors is conducted.

Links from BY-LAWS – Voting to Policy & Procedure Manual

- Article 4.2 Member Eligibility to Vote See Page 11 & 56
- Article 4.3 Manner of Voting See 5.8 & 5.9 of the By-Laws

4.0 Voting

One Vote -Temporary or Replace

Although a Board member may act as a temporary replacement for another Board position or as the Director for more than one discipline, they shall only cast one vote as a Board member.

The following is the BOARD of DIRECTORS area of the Policy & Procedure Manual of WEGC.

BY-LAWS – Board of Directors

The following is a copy of the part of the 2019 By-Laws, as amended 2021, covering Board of Directors. It is included in this portion of the Policy & Procedure Manual for reference & coordination with the Policy & Procedures that follow.

ARTICLE V. BOARD OF DIRECTORS

5.1 <u>General Powers of Board</u>. The Board shall be the governing body of the Club and shall be responsible for maintaining and operating the Club in the best interest of the Corporation. No contracts may be signed; Club funds spent in excess of \$200, commitments made with any government body, court, lawyer, CPA, or agent for the Club without a majority vote of the Board present and voting, at any Club meeting where there is a Board quorum present, by any member of the Board other than budgeted items for that year. This section is subject to all other sections of these Bylaws. Subject to the provisions and limitations of the California Corporations Code, any other state law, and any other applicable laws, the Corporation's activities and affairs shall be managed, and all corporate powers shall be exercised, by or under the ultimate decision-making authority of the Board.

5.2 <u>Specific Powers of Board</u>. The Officers, Discipline Directors and other Directors make up the entire Board. Discipline Directors are defined as any Director who represents a specific Board-approved group of shooters, who represent a unique style or type of shooting style or shooting match. Each Discipline will have one Director who is an active participant in that discipline and will have one vote while serving on the Board. Without prejudice to the general powers set forth in Section 5.1 of these Bylaws, but subject to the same limitations, the Board shall have the power to do the following:

A. Appoint, if not yet appointed by the members for an unfinished term of any Officer or Director, and remove, at the pleasure of the Board, all corporate Officers, agents, and employees; prescribe powers and duties for them as are consistent with the California Corporations Code, state law, the Articles of Incorporation, and these Bylaws; fix their compensation; and require from them security for faithful service;

B. Change the principal office or the principal business office in California from one location to another; cause the Corporation to be qualified to conduct its activities in any other state, territory, dependency, or country; conduct its activities in or outside California; and designate a place in or outside California for holding any meeting of members. An approval by 75% of the Board present and voting, at any Club meeting where there is a Board quorum present, is required to do any of the above;

C. Borrow money and incur indebtedness on the Corporation's behalf and cause to be executed and delivered for the Corporation's purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities; and

D. Adopt and use a corporate seal; prescribe the forms of membership certificates; and alter the forms of the seal and certificates.

5.3 <u>Number and Qualifications of Directors and Officers</u>. The authorized number of Directors and Officers shall be no less than 15 and no more than 25, as set by a 2/3 vote of the current Board members at any Club meeting where there is a Board quorum present. A reduction of the authorized number of Directors shall not result in any Director being removed from office before his or her term expires. The qualifications for Directors and Officers are that such person be a Voting Member in good standing and as set forth in these Bylaws and the Policy and Procedure Manual. All Officers must be bondable.

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5.4 Nominations by Members and Others. {deleted as redundant}

5.5 <u>Vacancies on Board</u>. A vacancy or vacancies on the Board shall occur in the event of(1) the death, removal, resignation, or membership termination of any Director or Officer; (2) the declaration by Board resolution of a vacancy in the office of the Board who has been declared of unsound mind by a court order, has been convicted of a felony, or, if the Corporation holds assets in charitable trust, has been found by a final order or judgment of any court to have breached a duty arising under Corporations Code §7238; (3) the vote of members; (4) an increase in the authorized number of Board Members; or (5) a failure of the members, at any meeting of the members at which any Board Member or Board Members are to be elected, to elect the number of Board Members required to be elected at that meeting.

5.6 <u>Resignation of a Board Member</u>. Except as provided below, any <u>Board Member</u> may resign by giving written notice to the President or the Secretary of the Board. The resignation shall be effective when the notice is given unless it specifies a later time for the resignation to become effective. If a <u>Board Member's</u> resignation is effective at a later time, the Board may elect a successor to take office as of the date when the resignation becomes effective.

5.7 <u>Removal of Board Member</u>. Any vacancy caused by the removal of a Board Member shall be filled as provided in Section 5.8. Any Board Members who does not attend six board meetings in one calendar year may be removed from the Board by a majority vote of the Board members present and voting at any Club meeting where there is a Board quorum present, except where,

(A) The Board Member requests a leave of absence for a limited period of time, and the leave is approved by the Board of Directors at a regular or special meeting. If such leave is granted the number of Board members will be reduced by one in determining whether a quorum is present;

(B) The Board Member suffers from an illness or disability which prevents him or her from attending meetings.

5.8 <u>Vacancies Filled by Board</u>. Except for a vacancy created by the removal of a Board Member by the members, vacancies on the Board may be filled by approval of the Board or, if the number of Board Members then in office constitutes less than a quorum of the total number of authorized Board positions, by (1) the unanimous written consent of the Board Members then in office, (2) a majority vote of the Board Members then-in office at a meeting held according to notice or waivers of notice complying with Corporations Code § 7211, or (3) any sole remaining Board Member. The members may fill any vacancy not filled by the Board. of Board Members by the procedure set forth in Section 5.9.

5.9 <u>Vacancies Filled by Members</u>. The members may elect a **Board Member** at any time to fill any vacancy or vacancies not filled by the Board of Directors. Any reduction of the authorized number of **Board Members** shall not result in any **Board Member** being removed before his term of office expires.

5.10 <u>Location of Board Meetings</u>. Meetings of the Board shall be held at any place within or outside California that has been designated by resolution of the Board or in the notice of the meeting, or, if not so designated, at the principal office of the Corporation.

5.<u>11 Annual Meeting of Board</u>. Immediately following the conclusion of the Annual Meeting of members, the Board shall hold a general meeting for purposes of organization and the transaction of other business. Notice of this meeting is not required. Other general meetings of the Board may be held without notice at such time and place as the Board may fix from time to time.

5.12 <u>Special Board Meetings</u>. Special meetings of the Board for any purpose may be called at any time by the President, Vice President, the Secretary, or any two Directors.

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A. Notice of Special Meetings. Notice of the time and place of special meetings shall be given to each Director by any two of the following: (1) personal delivery of written notice; (2) first-class mail, postage prepaid; (3) telephone, including a voice messaging system or other system or technology designed to record and communicate messages, or by electronic transmission, either directly to the Board Member or to a person at the Board Member's office who would reasonably be expected to communicate that notice promptly to the Board Member; (4) facsimile; (5) electronic mail; or (6) other electronic means. All such notices shall be given or sent to the Board Member's address or telephone number as shown on the Corporation's records.

B. Notices sent by first-class mail shall be deposited in the United States mail at least four days before the time set for the meeting. Notices given by personal delivery, telephone, or electronic transmission shall be delivered, telephoned, or sent at least 48 hours before the time set for the meeting. The notice shall state the time of the meeting, and, if other than the Corporation's principal office, the place of the meeting. The notice need not specify the purpose of the meeting.

5.13 <u>Quorum</u>. A total of 50 percent rounded up for odd numbers, of the authorized number of Board Members shall constitute a quorum for the transaction of any business except adjournment. Every action taken or decision made by a majority of the Board Members present at a duly held meeting at which a Board quorum is present shall be an act of the Board, subject to the more stringent provisions of the California Corporations Code, including, without limitation, the provisions on;

(1) approval of contracts or transactions between this Corporation and one or more Directors or between this Corporation and any entity in which a Director has a material financial interest; (2) creation of and appointments to committees of the Board; and (3) indemnification of Directors.

5.14 <u>Authority for Electronic Board Meetings</u>. If authorized by the Board in its sole discretion, there are guidelines and procedures the Board may adopt for Board members not physically present at the meeting to participate by electronic transmission, by and to the Corporation or by electronic video screen communication, participate in a meeting of the Board, be deemed present in person vote at a meeting of the Board whether that meeting is to be held at a designated place or in whole or in part by means of electronic transmission by and to the Corporation or video screen communication, or subject to the requirements of these Bylaws.

5.15 <u>Adjournment</u>. A majority of the Board Members present, whether or not a quorum is present, may adjourn any meeting to another time and place.

5.16 <u>Board Action without Meeting</u>. Any action that the Board is required or permitted to take may be taken without a meeting if all the Board members consent in writing to the action. Such an action by written consent shall have the same force and effect as any other validly-approved Board action. All such consents shall be filed with the minutes of the proceedings of the Board.

5.17 <u>Board Member Compensation</u>. Board Members may receive reimbursement of expenses for actual costs incurred, as the Board may establish by resolution to be just and reasonable as to the Corporation at the time that the resolution is adopted.

5.18 <u>Board Members Voting</u>. Each <u>Board Member</u> shall have one vote on each matter presented to the Board of Directors for action.

5.19 Board Committees. The Board shall have no governance committees and none will be appointed.

Links from BY-LAWS – Board of Directors to Policy & Procedure Manual

Article 5.3 Number and Qualifications of Directors and Officers – Good Standing

5.0 Board of Directors

5.0.1 One Year Term

The Board of Directors (referred to in this document as the Board) shall be composed of the elected Officers and Directors of the Club, as identified in Article V of the By-Laws and shall serve a term of office of one year.

5.0.2 Board Qualifications

Any Voting Member in good standing is eligible to be elected to the Board. Candidates for Club President, Vice President, Secretary and Treasurer must also be bondable.

5.0.3 Discipline Qualifications

Qualified candidates for a Discipline Director Board position shall be experienced with and an active participant of the discipline for which they have been nominated. The level of participation that meets this requirement can be set by a majority vote of the Board of Directors.

5.0.4. Assistants

Appointment of Assistants for Club Officers and Directors shall be as follows:

5.0.4.1 One Assistant

All Club Officer(s) and Director(s) may appoint one Assistant, with Board approval, to perform important duties on their behalf and represent them in their absence.

5.0.4.2 Non-Board Voting - Assistants. Assistants may not vote on any Board business.

5.0.4.3 Additional Assistants - Officers. The President may appoint two additional assistants and the Vice President may appoint one additional assistant in addition to the Assistant positions defined in this section.

5.0.4.4 Newsletter Editor. The Newsletter Editor shall be an Assistant to the President and responsible for publishing the Club newsletter. The Club newsletter along with the Club website shall be the principal means of communication with the membership.

5.0.4.5 Hunter Education. The California F&G Hunter Education program liaison at West End Gun Club shall be an Assistant to the President and responsible for organizing Hunter Education and other education, training and certification classes as directed by the Board.

5.0.4.6 Gun Show Assistant. The Gun Show Assistant shall be an Assistant to the Vice President and responsible for organizing an official presence and volunteers to promote membership in the Club at local gun shows and other events as directed by the Board.

5.0.4.7 Additional Assistants. Additional assistants may be appointed by a 2/3 majority vote of the Board of Directors as needed.

5.1 Discipline Directors - Qualifications redundant! See 5.0.3 & should consolidate 5.8—make it 5.1.1 & renumber others under 5.1

All Discipline Directors shall be experienced with and an active participant of the discipline that they represent.

5.1.1 Experienced Assistants. All Assistant Discipline Directors shall be experienced with and an active participant of the discipline that they represent.

5.1.2 Match Range Safety Officers. All Discipline Directors and Assistant Directors, acting in the capacity as a Match Director, may appoint Match Range Safety Officers to assist the Match Directors in maintaining safety at Club matches.

5.2. Range Director - Responsibilities

The Range Director shall have administrative responsibility for the safe operation of the entire Club shooting range, supervise all employee and volunteer range-masters, coordinate range activities as directed by the Board and may take emergency action necessary to protect the safety of Club members, guests and range property. Immediately after any emergency action is taken the Range Director shall notify the Board of the action taken.

5.2.1 The Range Director, with Board approval, may appoint Volunteer Range Safety Officers to assist the Club's Range-masters in maintaining safety on the range.

5.2.2 The Range Director, Range-masters, Match Directors, Assistant Match Directors and Range Safety Officers shall have the authority to discipline minor safety infractions on the range as defined in the Policy and Procedures manual. Should it become necessary to apply discipline to a member for serious or gross misconduct the enforcement shall be made by a majority vote of the Board.

5.3 Youth Director - Duties

The Youth Director shall supervise all Youth Club activities. The Youth Director shall maintain a current log of Youth Club Members and their accomplishments.

5.4 Membership Director - Duties

The Membership Director shall process new Conditional membership applications, Annual membership renewals, and issue new or renewal membership cards as well as being responsible for maintaining orderly membership records as necessary to accomplish this.

5.4.1 One Assistant

5.4.1.1 The Membership **Director may, with Board approval, appoint an Assistant for Members'. This** assistant shall be in charge of providing Conditional and Associate Club Members with a Member orientation and safety class including Club written safety and operating rules.

5.4.1.2 The Assistant for Members' shall be responsible for the Club Members' application process, shall coordinate with the Membership Director and may issue the new membership cards at the conclusion of this process.

5.4.1.3 The Assistant for Members' shall provide to any Club Member a remedial orientation and safety class including written safety and operating rules at the direction of the Range Officer or Board of Directors.

5.5. Sergeant at Arms - Duties

The Sergeant at Arms shall enforce order at all regular monthly Club, Annual, Special Club, Special Board or Emergency Board meetings as directed by the meeting chair.

5.5.1 Agendas. The Sergeant at Arms shall distribute agendas at all regular monthly Club, Annual, Special Club, Special Board or Emergency Board meetings, read the roll call of Club Officers at those meetings and record the names of members and others attending those meetings in a meeting log book.

5.5.2 Meeting Logbook. The Sergeant at Arms shall be in charge of and maintain the Club meeting logbook.

5.5.3 Ombudsman. The Sergeant at Arms shall serve as an ombudsman for the general membership and at the Member's request, may in their absence represent them at any Club or Board meeting to maintain the best possible communication with the membership to the Board of Directors.

5.6 Web Master

The Web Master shall be responsible for operating and maintaining the Club's website as directed by the Board. The Club website along with the Club newsletter shall be the principal means of communication with the membership.

5.7 Project Director - Duties

PROJECT DIRECTOR shall be responsible for the management of all construction, remodeling, maintenance and facility repair at West End Gun Club. The planning, detail scoping, design, engineering, procurement, contracting, and construction projects shall be under the direction of the Project Director, utilizing the WEGC Project Manual as directed by the Board. In addition, the Project Director shall:

5.7.1 Planning Committee. The Project Director shall serve as a contributing member of the Planning Committee.

5.7.1.1 Master Plan. Under the Direction of the WEGC Board of Directors the Project Director is responsible for assisting the Club in the development and implementation of its Master Plan and for the oversight of ongoing remodeling and maintenance repairs.

5.7.1.2 Project Plans. Submit plans for all projects to the Planning Committee for review and approval who will then forward those projects to the Board for approval and funding.

5.7.1.3 Presentations. Assist the Club in the planning process by leading design discussions and assembling presentations for the Planning Committee and Board.

5.7.1.4 Agency Coordination. Coordinate work with outside groups and agencies for planning and permitting purposes when authorized by the Board to do so.

5.7.1.5 Records. Track and maintain all job files including program schedules, estimates, designs, bidding, contracts, purchasing documents, payment information, current job costs and job close out information.

5.7.1.6 Project Manual. Confine all assigned work to the parameters established by the WEGC Project Manual, approved construction documents, budget granted for the project and the time allowed for the work to be completed. See the Website \rightarrow for the Project Manual

5.7.1.7 Stakeholders Coordination. Work with all stakeholders during the project development process to include their vision and experience in the planning process and communicate with them regularly on project progress and developing issues.

5.7.1.8 Coordination with Club Activities. Coordinate work progress on all projects to provide for the minimum down time for scheduled shooting events and Club activities.

The following Discipline Directors are voting Board members and shall be responsible for their respective disciplines as defined by the Board and established in the Club Policy and Procedures Manual:

- Practical Pistol Director
- Cowboy Director
- IDPA Director
- LESA Multi Gun
- High Power Rifle Director
- Precision Bolt Rifle Director
- Shotgun Director
- Silhouette Director
- Three Gun Director
- Nightclub Director
- Youth Shooting Sports Program Director

5.9 Policies for WEGC Sponsored Monthly Matches

5.9.1 Match Directors, their Assistants and Substitute Match Directors shall be familiar with, experienced and regular participants of the discipline represented. Match Directors, their Assistants and Substitute Match Directors shall appoint Match Range Safety Officers familiar with, experienced and regular participants of the discipline represented to assist with supervising match safety.

5.9.2 In order to be eligible to have a match sponsored by WEGC each October all Match or Program Directors shall submit a proposed match schedule for the following year containing; a list of bays or pads requested, match day of the month requested, start times and end time (14:00 hours is policy now). Permission for additional days / hours for match set up shall be by Board approval, on a case by case basis. Each September the Discipline Director shall submit a current inventory of all material and equipment associated with that discipline to the Board. At the November monthly meeting the Board shall review all of the required paperwork, inventories, match staff eligibility, the match's fiscal performance history, impact on range use and by a majority vote of the Board approve or disqualify each discipline's scheduling request. Failure to properly process, collect or maintain mandated fiscal or liability paperwork shall disqualify a discipline from scheduling eligibility.

5.9.3 Match Directors may spend \$200.00 per month or \$800.00 collectively per trimester (every 4 months) on equipment or consumables used for that discipline without first receiving authorization from the Board.

5.9.4 To request a new or to maintain continuing use of WEGC range facilities each disciple shall, at a minimum provide:

5.9.4.1. A detailed shooting plan unique to that discipline's match, outlining its commitment to WEGC Range Safety Policies and describing its safe application of the range facilities and equipment used for the match.

5.9.4.2. Explain the written WEGC Emergency Medical Evacuation procedure to all participants and observers before each match begins.

5.9.4.3. Read a Board approved Match Safety Briefing, specific to the match, which includes important WEGC range and match policies before each match begins.

5.9.4.4. Enforce all WEGC policies before, during and after each match.

5.9.4.5. Turn in all required monthly match paperwork to the Rangemaster staff on duty after each match, including; a completed "Blue Sheet" financial form, a WEGC match roster form(s) and the match proceeds.

5.9.4.6. Collect a WEGC liability waiver from every guest, match participant and match observer who is not a WEGC Annual or Associate member. Maintain these waivers in an organized, annual file for each calendar year. Each discipline's annual waiver file shall be turned in to the range staff with the normal monthly match paperwork after the discipline's last match of the year.

5.9.4.7. Each match shall be responsible to a minimum fiscal standard of \$100.00 per match, averaged each quarter for a total of \$300.00 or more per quarter. Failure to maintain the minimum fiscal standard is a warning that the match may not be suitable or viable for WEGC. The Board has the obligation to intervene to either help improve the match's performance, replace it or discontinue it.

5.9.4.8. Each Match Director is responsible to post future match dates onto the club's event calendar, post cancelations to the calendar as soon as possible, post scores for match competitions in a timely fashion which are made available to all participants. [Approved March 2013?]

5.10 Discipline Finances

Individual Club shooting disciplines are to be operated and controlled for the Club by their elected director, appointed assistant or a designated representative. Each director shall account for all the funds received and expended for each event.

5.10.1 Duties - Match Director

5.11 Match Scheduling Request. The form "WEGC Annual Club Discipline Scheduling Request Form" is found at **P&P Documents, Forms 16.2.1**

5.12. Match Shooting Plan Guidelines. The form "Shooting Plan Guidelines for Disciplines and Sponsored Range Shooting Events" is found at **P&P Documents, Forms 16.2.2**

5.13 Match Shooting Plan Review & Acceptance

5.13.1 The purpose of WEGC monthly match shooting plans is to promote safe use of WEGC Range property and reduce liability to the club by sponsoring matches which are designed to achieve those goals.

5.13.2 A calendar and discipline shooting plan for each monthly match sponsored by WEGC shall be submitted to the Range Director annually in November for the following year. A special committee appointed by the President including the Range Director and two experienced Match Directors, who are NRA RSO certified, shall review each match shooting plan for compliance with the following criteria:

5.13.2.1 Match and stage operations which are designed to keep all rounds fired during the sponsored WEGC matches in designated safe impact areas.

5.13.2.2 A description of the safe impact areas the match will employ.

5.13.2.3 Match and stage operations which are designed to maintain the safety of all match participants and observers at all times.

5.13.2.4 A description of the match policies used to maintain the safety of match participants and observers during match operation.

5.13.2.5 A description of specific types of targets used in the monthly match operations, including match policies for the safe use of each target type.

5.13.2.6 The inclusion of a match safety briefing and emergency evacuation procedure which is read out loud to participants and observers before every match.

5.13.2. 7. Compliance with all WEGC Range Rules and Club Policies.

5.13.3 After review by the special committee and a report to the Board of the shooting plan's suitability, the Board may vote to sponsor the match annually in December. Matches without shooting plans approved by review are subject to suspension or replacement by the Board. Matches who fail to maintain the criteria of their submitted shooting plans are subject to suspension or replacement by the Board.

5.14 Inventory - Yearly

Each Director shall, prior to the end of each fiscal year, take inventory of ALL the club property they are responsible for. This inventory list shall include Makes, Model and any serial numbers on any equipment as well as the amount of each item. The inventory reports shall be turned over to the Vice-President prior to the end of the fiscal year. The Vice-President will then turn all inventory reports over to the Treasurer.

5.15 Match Set-Ups

The Match Director and his assistants will prepare for a match by setting all the targets and props in a manner careful to avoid any injury to the shooters and bystanders. Hard targets should be set at least 25 feet from the shooting and observation positions, if there is a chance of injury caused by bullet splatter. After the targets are set, and before the match begins, the Match Director will inspect the set-up for safety concerns, and if any area is cause for suspicion, he shall have the situation corrected before giving the all clear to start the match.

5.16 Match Supervision

During a Match, it is the Directors responsibility to ensure that the match proceeds safely. The Match Director should designate other trained volunteers or assistant coordinators to assist in the safe operation of the match. The more assistants trained the better. Ideally, all participants will receive a briefing before the match on what to do if a miss-fire or some other potentially dangerous situation arises. If an unsafe situation occurs, those responsible for range safety will call for an immediate cease-fire. The firearms will be cleared and the shooter instructed on the safest procedure to clear the situation. After the situation is either resolved or the shooter is taken "off-line", then the match may proceed.

5.17 Match Closure

If a match is scheduled and only the match director and or his or her assistants show up for the match, no one else shows with in a 30-minute time frame, the match shall be cancelled and the range relinquished to the members for that day. The Directors shall not tie up the range when it becomes available.

5.18 Waivers

The match director is responsible for getting any club waivers signed by participants. All signed waivers shall be placed in a secure container at the main range where they shall remain on file until January of the next year. At which time they should be transported to the club house where the Secretary shall keep them on file for a period of fourteen (14) months. After this time the old waivers shall be destroyed.

5.19 Minimum Match Briefing. The form "**Minimum Match Briefing for West End Gun Club**" is found at P&P Documents, Forms 16.2.3

5.20 Ammo Purchase & Sales. The purchase and /or sales of ammunition shall be in accordance with current California laws.

5.21 Emergency Transportation

In the event of any injury sustained by accident or any other means it shall be the responsibility of the match director of the discipline where the injury occurred or, if the injury is sustained at the main range, the rangemaster to make arrangements for the emergency transportation of the injured party. The transportation, depending on the severity of the injury, could be a personal vehicle, calling for an ambulance or, in the event of a life-threatening injury where time is of the essence, airlift via air ambulance. If the injury warrants, the injured party shall be taken as soon as reasonably possible to the nearest emergency room by the fastest means available and practical for the type of injury.

5.22 Cash Receipts

All cash receipts are to be counted at the time of receipt and as soon as practical after the match, are to be deposited into a bank account, preferably the match director's or the Club's general account. During the match, they are to be kept under a secure location, under constant observation.

5.23 Audit of Match Fees

Match Directors will monitor all monies collected for their matches, and report all proceeds to the Treasurer on a Match Proceeds Report Form. The Treasurer, at any time may visit the match and verify that the collection of fees is being recorded properly. If a match director needs training in this area, he is to address the issue to the Treasurer. After a match, all funds are to be deposited into a bank account, preferably the Match Directors or the Club's general account.

5.24 Report of Match Proceeds

At the conclusion of a match, the Match Director or his designee will complete a Match Proceeds Report Form. All receipt and expenses for all club sponsored matches shall go through the established club financial procedures. Any purchases for supplies are to be attached to the form, and the descriptions of the supplies are to be listed on the form along with any receipts for the items purchased. In no case are the funds and the Report form to be delayed longer than five (5) days.

5.24.1 The Match - Event Proceeds Form is found at P&P Documents, Forms 16.2.4

5.25 Newsletter Report of Match Results

At the conclusion of a match, the Match Director or his designee will complete a summary of the event's activities for inclusion into the West End Gun Club Bulletin. The articles should include a description of the highlights of the match, post winning scores, invitations to attend the next match, requests for help in preparing the next match, etc. These reports are due to the Editor, by the next to last week of the month, so that the Editor will have at least a week to compile all the information submitted for publication. The club newsletter shall be for promoting good fellowship throughout the club. The newsletter is not the forum for posting political or self-serving articles. It is the club's newsletter and is for the benefit of club members.

5.26 Training of Match Volunteers

5.26.1 Any match director may assign an assistant to assist him or her in the operations of their specific discipline.

5.26.2 The assistant must be a regular member of West End Gun Club.

5.26.3 Each new match director should complete a mentor program prior to starting their discipline. However, if they have a mentor who can accompany them and assist them in the discipline, they may run their match. The mentor shall fill out the required paperwork and will, at the end of the mentor program, advising if they feel the new director is capable of handling the job of match director. The mentor shall include reasons behind his decision.

5.27 Construction & Range Improvement Requests

Any plans for major improvements and or construction to the range shall be submitted to the Board for approval prior to any changes being made to the range.

5.28 Match Fund Pooling

Discipline Directors will be able to pool funds over a 4-month period, moving from \$200 per month to \$800 per trimester, to make purchases.

5.29 Discipline Fiscal Oversights

It is the responsibility of the Treasurer to bring to the board meetings notice of any discipline which is not meeting its fiscal responsibility. These areas include, but are not limited to: not submitting the match proceeds in a timely manner; not contributing to the welfare of the club by following the rule of thumb that \$4 for every match entry be turned into the club; (except shotgun where the amount is \$2); by excessive match expenditures, by having a deficit in the account at the end of the fiscal year; etc. It then becomes the board's responsibility to choose to allow the discipline to continue, and if so for how long, and under what conditions. A discipline that cannot contribute materially to the club's fiscal wellbeing, for two consecutive years, should be discontinued.

5.30 Match Sign-in Sheet. The form "Match Sign-in Sheet" is found at P&P Documents, Forms 16.2.5

The following is the <u>COMMITTEES</u> area of the Policy & Procedure Manual of WEGC.

BY-LAWS – Committees

The following is a copy of the part of the 2019 By-Laws, as amended 2021, covering <u>Committees</u>. It is included in this portion of the Policy & Procedure Manual for reference & coordination with the Policy & Procedures that follow.

ARTICLE VI. COMMITTEES

The President shall be an ex-officio member of all committees and shall, with the advice of the Board, appoint volunteers to serve on all committees and may appoint a chair for any committee that fails to elect its own chair. The purpose of each special committee and the names of all new or returning members of any committee shall be recorded in the official minutes. All committee reports shall be submitted to the President and the Board at annual and regularly-scheduled monthly Board meetings.

6.1 Committee Appointment and Authority

A. The President, or the Board by a majority vote of the Board members present and voting at any meeting where a Board quorum is present, may determine the need to form a special committee to perform a specific function for the Corporation. The President, with the advice of the Board, shall authorize and define the powers and duties of all special committees.

B. The President, with the advice of the Board, shall appoint the volunteers to serve on all committees. Unless otherwise stipulated, all committees shall elect a chair from among its members.

C. The President and the Board shall seek nominations from the membership for volunteers to serve on all committees, using the Corporation's newsletter, notices on the Corporation's website, announcements at meetings, and by personal contact with the membership. The President and Board shall make every effort to fill all committee positions with those members having special skills and knowledge pertinent to each committee's purpose, unless otherwise defined in the Bylaws.

D. It shall be the function of committees to make investigations, conduct studies or hearings, make recommendations to the Board and to carryon such activities as may be delegated to them by the President or the Board or as defined in the Bylaws.

E. No committee or committee member shall make public any formal resolution or take any action or in any way commit the Corporation on a question of policy or bind the Corporation to a contract unless expressly authorized by the Board to do so. No committee or committee member shall take any action not specified by the Bylaws unless the Board is in violation of the Bylaws by action or inaction.

6.2 <u>Regular Standing Committees</u>. There shall be six (6) regular standing committees identified as: (1) Nomination and Election, (2) Membership, (3) Range Development and Planning, (4) Budget and Finance, (5) Bylaws, and (6) Policy and Procedure.

A. All Standing Committee's new or returning committee members shall be appointed or renewed by the newly-elected President each year at the annual meeting immediately following the certification of the Officer elections, with such appointments or renewals being made with the advice of the newly-elected Board. If the new President does not appoint or renew the Standing Committees, the Board may do so or appoint someone to do so.

B. Nomination and Election Committee:

- (1) The purpose of this committee is to serve as the Inspector of Elections and administer the Club's election process and actively seek qualified candidates for all Club Board of Director positions throughout the committee's entire twelve-month term. The committee shall accomplish this by personal contact, announcements at meetings, by seeking nominations from the membership in the Corporation's newsletter and by posting notices on the members-only portion of the Corporation's website.
- (2) The committee shall be comprised of three (3) Voting Members neither serving on nor a candidate for the Board of Directors. Voting Member Volunteers, also neither serving on nor a candidate for the Board of Directors, may be appointed by a majority vote of the Board at a regular monthly Club meeting to serve as ballot counters with the committee.
- (3) The Nomination and Election committee has the final authority to certify the ballots and the election as final and correct. The Board of Directors shall, by a 2/3 vote of a Board quorum, either accept the election results or reject the election results and call for a new election.

C. Membership Committee: The Membership Committee's purpose is to minimize the Club's exposure to liability by monitoring all aspects of the Club's membership process, by regularly reviewing Club membership policies and to make necessary recommendations for action by the Board or adoption by the Club that will be in the best interests of the Club and the membership. The committee shall include the Membership Director and at least 2 other Board Members. The Membership Director shall chair the Committee and appoint a Committee Secretary to keep committee minutes.

- (1) The Membership Committee shall be responsible for writing the Club's membership card renewal form and establishing the format used for it.
- (2) The Membership Committee shall be responsible for establishing the process that prospective new members will use to help them through the Club's membership application process.
- (3) The Membership Committee shall suggest ways and means of maintaining member records, conserving membership, increasing Club membership to fill cap levels if they exist and establishing a procedure for executing a waiting list format if a cap level is reached.
- (4) The Membership Committee may meet, starting in January and as many times as necessary to fulfill its purpose and after meeting shall deliver a report with any recommendations and a copy of the meeting minutes to the Board at the next scheduled Board meeting. The Board shall then consider any recommendations of the committee for action.

D. Range Development and Planning Committee:

(1) The Range Development and Planning Committee shall be responsible for planning of the development of range facilities, recommending improvements to any range facilities, environmental impact studies, and mitigation planning for range operation, drafting a scheduling plan of all maintenance for range facilities and to make recommendations to the Board on implementing these plans. This committee shall make all requests for funding recommendations of proposed improvements to the Budget and Finance Committee for study.

a) The Range Development and Planning Committee shall include the Project Director and may include the Range Director, three shooting discipline Directors with as many different types represented as maybe practical and as many

Voting Members as necessary with experience or knowledge useful to the committee's purpose. The committee shall elect a Chair that shall appoint a Committee Secretary to keep meeting minutes.

b) The Range Development and Planning Committee shall meet starting in January and as many times as necessary to fulfill its purpose and shall deliver a report with any recommendations and a copy of the meeting minutes to the Board at the next scheduled Board meeting. The Board shall then consider any recommendations of the committee for action.

E. Budget and Finance Committee:

(1) The purpose of this committee is to advise the Board on financial matters of the Club by suggesting ways and means of conserving and increasing revenues to the Club, assisting the Board in establishing a budget necessary to meet the requirements of the Club's purpose, programs or projects, and shall assist the Board in determining the ways and means by which the Club's budget requirements are met. The President and Board shall make every effort to appoint committee members with financial expertise or accounting skills.

a) The Budget and Finance Committee shall consist of the Club Treasurer and at least two other Directors. The Treasurer shall chair the committee and shall appoint a Committee Secretary to keep committee minutes.

b) The Budget and Finance Committee shall meet as many times per year as necessary to fulfill its purpose. After meeting the committee shall deliver a report with any recommendations and a copy of the meeting minutes to the Board at the next scheduled Club meeting. The Board shall then consider any recommendations of the committee for action. The Club Treasurer shall bring to each meeting all Club financial records or reports needed to complete the purpose of the committee.

c) The Budget and Finance. Committee shall meet to prepare a Club annual budget of estimated income and expenditures and submit it to the Board no later than the regular monthly Club meeting in October. The Board shall approve the Club annual budget by the end of the November regular monthly Club meeting. Upon authorization by the Board this budget shall serve as the appropriation guideline for the Club for the following fiscal year.

F. Bylaws Committee:

(1) The purpose of the Bylaws committee shall be to provide for an efficient process specifically designed to give the Club membership the ability to change its Bylaws without having to expend valuable Club resources and meeting time unnecessarily. The Bylaws Committee shall be responsible for guiding the Club's membership through an orderly process that enables members to propose and make changes to their Club Bylaws in a fair and open manner. The Bylaws Committee shall recommend actions that are in the best interests of the Club, will ensure the Club's success, its continuing existence and limit the Club's exposure to liability. This includes the ability to have a lawyer chosen by the Board, review any proposed changes to the Bylaws, for compliance with California Corporate Code or other laws. The recommendations of the Club chosen lawyer will determine if a proposed change will be allowed or simply changed in wording.

a) The Bylaw Committee shall consist of three to five Board members. The Committee Chair shall appoint a Vice Chair and a Committee Secretary to keep the Committee's minutes. The President and Board shall make every effort to install as many committee members with knowledge and experience regarding parliamentary rules or familiarity with the Club's Bylaws.

b) Rules for submitting proposed bylaw changes shall be determined by the Board and detailed in the Club Policies and Procedures.

G. Policy and Procedure Manual Committee:

WEGC 2021 P&P Manual Approved by BoD 14 September 2021

(1) The purpose of the Policy and Procedure Committee shall be to assist the Board to establish, maintain and update a Club Policy and Procedure Manual to promote safety and an orderly operation of the Club. The Policy and Procedures Manual Committee shall be responsible for reviewing and recommending additions, deletions and updates of the Policy and Procedure Manual to the Board at least four times per year (quarterly). The Committee shall recommend actions that are in the best interests of the Club will ensure the Club's success, its continuing existence and limit the Club's exposure to liability.

a) The Policy and Procedure Manual Committee shall consist of the Vice President and at least two other Board members. The Committee chair shall appoint a Committee secretary to keep the committee's minutes. The President and Board shall make every effort to install as many committee members with knowledge and experience organizing and writing technical or policy manuals and familiarity with the Club's Bylaws. The Policy and Procedure Manual Committee shall meet as many times as necessary to fulfill its purpose and after meeting shall deliver a report with any recommendations and a copy of the meeting minutes to the Board at the next scheduled Board meeting. The Board shall then consider any recommendations of the committee for action.

6.3 <u>Meetings and Action of Committees</u>. Committee Meetings and actions of shall be governed by, held, and taken under the provisions of these Bylaws concerning meetings and other Board actions. Minutes of each meeting shall be kept and shall be filed with the corporate records. The Board may adopt rules for the governance of any committee as long as the rules are consistent with these Bylaws. If the Board has not adopted rules, the committee may do so.

6.4 Discharging Committees.

A. In the event that any committee fails to act with reasonable promptness, the President may discharge such committee. The President may therefore appoint a new committee, subject to Club Bylaws.

B. The President shall discharge Special Committees when their function is complete, and their final report is accepted or when in the opinion of the Board, by a two-thirds vote of Board members present and voting, at any Club meeting where there is a Board quorum present, it is deemed wise to discontinue the Special Committee(s).

C. All Special Committees shall expire after 12 months or at the Annual Club meeting in January unless renewed by the sitting President with the advice of the current Board.

Links from BY-LAWS - Committees to Policy & Procedure Manual

Article 6.2 B Nomination and Election Committee

Article 6.2 F (1) b Bylaws Committee – By-Laws Changes

6.0 Committees

6.1 Nomination and Election Committee: [All of 6.1 Passed 10Nov2020]

6.1.1 This committee shall meet as often as necessary to fulfill its purpose.

6.1.2 The Nomination and Election Committee shall maintain a record of the current list of prospective nominees. The out-going committee shall pass any prospective candidate information it has gathered to the incoming committee.

6.1.3 All nominees for a Board of Director position shall be Voting Members in good standing and meet all of the requirements for Board positions as defined in Article 6 of these Bylaws. Qualified candidates for a Discipline Director Board position shall be an active participant of the discipline for which they have been nominated.

6.1.4 Any nominee for the position of President, Vice President, Secretary, or Treasurer must also be bondable. All nominations for Club Officers and Directors shall be made at the regular Club meeting held in July.

6.1.5 Any Voting Member in good standing may make nominations for all Board positions from the floor at the regular monthly Club meeting in July. To accept any nomination, the nominee must signify acceptance, either in person or by letter of acceptance presented at the meeting. An email to the Board shall be deemed a letter.

6.1.6 The Nomination and Election Committee shall submit all nominations to the President at the regular monthly Club meeting held in July, two months prior to the September meeting. The Membership Director shall mail numbered ballots with return envelopes, listing all the nominees, to the Club's Voting Members, no later than twenty (20) days after the July Club meeting. The slate of nominees shall be published in the two next monthly Club newsletters and posted on the members-only portion of the Club website.

6.1.7 All candidates for office shall have access to the two next monthly Club newsletters to publish a maximum one-page biography therein about their candidacy. Candidates may also publish a maximum one-page biography about their candidacy and platform, at Club expense, to be mailed along with the ballots. Candidate letters must be submitted to the Nomination and Election Committee at the July Club meeting to allow time for review and to meet the publishing and mailing time tables prescribed in these Bylaws.

6.1.7.1 Language used in these publications shall be civil, contain no profanity, and shall not contain any personal degradation of any candidate or other member. Candidate statements may not contain unprovable or inaccurate statements that members might think are facts.

6.1.7.2 The Nomination and Election Committee shall review candidate statements to ensure they comply with 6.1.7.1_{(7) a.} above. In the event there are questions, the committee shall contact the author and review the language with them. The order of contact shall be by phone, text message or email and lastly US Postal Service. The author may revise and resubmit the statement or appeal the matter to the Board of Directors. If the process extends beyond the ballot mailing deadline, through no fault of WEGC, the questioned statement may not be included in the mailing.

6.1.7.3 The Board shall have authority to edit and remove any inappropriate language or personal libel prior to publication after following the procedure above. It must be recognized that to preserve the independence of the election process, exercising the authority of this clause will adversely affect the election process, thus great caution must be exercised.

6.1.7.4 The Board may, if they choose, appoint a three-member committee to review these statements to make sure that they comply with these Bylaws.

6.1.8 The Nomination and Election Committee members shall collect the unopened ballots and tally them prior to the October meeting. The Committee Chair will present the results of the tally to the President at the October meeting and the results shall be announced at that time.

6.1.9 At the Annual meeting, upon completion, certification, and acceptance of the election, the outgoing

President shall administer the oath of office to the elected Officers and the incoming Board of Directors shall be installed. Upon adjournment of the Annual meeting, a transitional Board meeting, attended by the newly installed Officers and the immediate past Officers shall be convened by the newly installed President and the out-going Officers will inform the newly elected Officers of all continuing and pending Club business.

6.1.10 The Newsletter Editor shall publish the election results in the next newsletter after the October meeting and the vote tally shall also be posted by the Webmaster on the members-only portion of the Club website. The Club Secretary shall maintain the ballots for 60 days after the Annual meeting and then the ballots shall be destroyed. Report of the election results will be maintained with corporate documents.

6.1.11 The Nomination and Election committee has the final authority to certify the ballots and the election as final and correct. All other specific procedures regarding the election and ballots shall be established by the Board and published in the Club Policy and Procedures manual.

6.1.12 Newly elected Board members shall be considered by their title "elect" and shall serve ad hoc on all committees necessary to learn their duties and assist with the committees' projects and goal planning for the next calendar year.

6.2 By-Laws Committee

6.2.1 Change Rules

By-law amendments or revisions may be submitted by any Voting Member, in writing, at any Club meeting during the year. The By-laws Committee shall meet in April of each even year to start the process of the Club's consideration of submissions. Submissions that are received by the Board on or before the regular monthly Club meeting in March shall be included on the next By-law Committee agenda in April of each even year. Submissions received after the regular monthly meeting in March will be carried over for placement on the next April By-law Committee agenda. Submission is considered to be accomplished, when the proposed changes have been communicated to the Club Secretary by email, fax, or printed copy. The Board itself will not review any proposed changes until they are presented by the By-laws committee.

6.2.2 Appoint Member Aide

The By-law Committee Chair shall appoint a committee member at the April committee meeting to help the Member(s) proposing the By-law change(s) to champion the change(s). The proposing Member(s) shall attend all necessary meetings for the duration of this process for their proposed changes.

6.2.3 Changes to Board - July

After the proposal has been placed on the committee's agenda the committee shall meet with the Member(s) proposing the amendment(s) as necessary until the July regular monthly Club meeting. The committee shall present the committee's minutes and the proposed amendment(s) to the Board with either a recommendation for adoption, rejection, or no recommendation in the amendment's original proposed form or in an amended form with the consent of the proposing Member(s). Voting for each proposed change shall be broken down by Article, Section, and subsections at the discretion of the Bylaws Committee with a majority vote.

6.2.4 Proposed Change Published

The Board shall then study the Member(s) proposed amendment(s), and the By-laws Committee recommendation(s) until the August regular monthly Club meeting at which time the Board shall send either the proposed amendment(s) as received from the By-laws Committee or an amended form, with consent of the proposing Member(s), to the Membership Director and Newsletter Editor to be published in the Club's September and October Newsletters, along with recommendations from the Board and the Bylaws Committee to either adopt, reject or no recommendation to the membership. The recommendation of the Board to the membership shall be by a majority vote.

6.2.5 Special Ballot Timings

These by-laws may be adopted, amended or altered by a pro 2/3 majority of all ballots received from Voting Members voting by a special By-laws ballot mailed to them by the Membership Director after the regular monthly Club meeting in October of each even year. A separate pre-addressed return envelope for the By-laws ballot shall be provided.

6.2.4 Tally Rules

All returned By-laws ballots shall be returned in the sealed By-laws ballot envelope, to be accepted for tally by the By-laws Committee. Ballots that are not received by the committee in a sealed By-laws ballot envelope postmarked by December 31st are invalid. The tally results shall be certified by the By-laws committee and delivered to the President at the Annual meeting in January of each even year. Results of the By-laws vote shall be announced at the Annual meeting, recorded in the meeting minutes and published in the next Club newsletter. The Club Secretary shall maintain the By-laws ballots for one year after the Annual meeting in January then the ballots shall be destroyed.

6.3 Elections - Candidate Mailings

Club will authorize any candidate for Club office to submit to the Club Membership Director for mailing any statement to be mailed at his/her own expense, and including a statement noting 1) that the correspondence has been produced not at club expense and 2) the mailing has been done by the Club Membership Director.

The following is the OFFICERS area of the Policy & Procedure Manual of WEGC.

BY-LAWS – Officers

The following is a copy of the part of the 2019 By-Laws, as amended 2021 covering <u>Officers</u>. It is included in this portion of the Policy & Procedure Manual for reference & coordination with the Policy & Procedures that follow.

2021

ARTICLE VII. OFFICERS

7.1 Officers. The Officers of this Corporation shall be a President, a Secretary, a Vice President and a Treasurer

A. Election of Officers. The Officers of this Corporation shall be elected annually by the members.

B. Removal of Officers. Any Officer or Director maybe removed from office by a vote of two-thirds (2/3) of the Voting Members present and voting at any regular monthly Club or Special Club meeting if a fifty (50) Voting Member quorum is established and after the membership has been informed of the issues by publishing it in the Club newsletter at least thirty days in advance of the meeting. Any Board member who fails to attend at least six regular monthly Club meetings during the year may be removed from office by two thirds (2/3) vote of the Board members present and voting, at any Club meeting where a Board quorum is present.

C. Resignation of Officers. Any Officer may resign at any time by giving written notice to the Board. The resignation shall take effect on the date the notice is received or at any later time specified in the notice. Unless otherwise specified in the notice, the resignation need not be accepted to be effective. Any resignation shall be without prejudice to any rights of the Corporation under any contract to which the Officer is a party.

D. Vacancies. A vacancy in any Officer position because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these Bylaws for normal appointments to that office.

7.2 <u>Responsibilities of Board Chair</u>. The Board President is the chair of the Board. The President shall preside at Board meetings and shall exercise and perform such other powers and duties as the Board may assign from time to time. If there is no President, the chair of the Board shall be in this order: Vice President, Secretary, then Treasurer.

7.3 <u>Responsibilities of President</u>. The President shall be the principal Officer of the Club, shall supervise and conduct the day-to-day business of the Club and shall preside at all meetings of the members and of the Board. Business does not include any expenditure of Club money without prior Board approval, acting solely in making any decision that affects WEGC, Article V Section 5. 1. The President shall follow the WEGC Bylaws and Roberts Rules of Order as applicable in running any Club meeting. The President shall have such other powers and duties as the Board or the Bylaws may require. Without the written authority of the Board, the President shall not have the authority to (1) file a lawsuit in the name of the Club, or (2) contact (either directly or indirectly) an attorney regarding a possible lawsuit in the name of the Club. The President's authority to expend funds of the Club unilaterally is limited to expenditures that (1) have been specifically pre-approved by the Board, and (2) amount to less than a total of \$250.00 per month.

7.4 <u>Responsibilities of Vice President</u>. If the President is absent or disabled, the Vice President shall perform all duties of the President. When so acting, the Vice President shall have all powers of and be subject to all restrictions on the President. The Vice President shall have such other powers and duties as the Board or the Bylaws may require as outlined in the Policy and Procedure Manual.

7.5 <u>Responsibilities of Secretary</u>.-The Secretary shall-keep-or cause to be kept at the Corporation's principal office or such other place as the Board may direct, a book of minutes of all meetings, proceedings, and actions of the Board, and

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of members' meetings. The minutes of meetings shall include the time and place that the meeting was held; whether the meeting was annual, general, or special, and, if special, how authorized; the notice given; the names of persons present at Board and committee meetings; and the number of members present or represented at members' meetings. The Secretary shall present at the Club Annual Meeting in January a master list of all required documents that the Club needs to maintain and keep current at all times.

The Secretary shall keep or cause to be kept, at the principal California office, a copy of the Articles of Incorporation and the Bylaws, as amended to date.

The Secretary shall keep or cause to be kept, at the Corporation's principal office or at a place determined by resolution of the Board, a record of the Corporation's members, showing each member's name, address, and class of membership.

The Secretary shall give, or cause to be given, notice of all meetings of members, of the Board, and of committees of the Board that these Bylaws require to be given. The Secretary shall keep the Corporate Seal, if any, in safe custody and shall have such other powers and perform such other duties as the Board or the Bylaws may require.

7.6 <u>Responsibilities of Treasurer</u>. The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and accounts of the Corporation's properties and transactions. The Treasurer shall send or cause to be given to the members and Directors such financial statements and reports as are required to be given by law, by these Bylaws, or by the Board. The books of account shall be open to-inspection by any Board Member at all reasonable times.

The Treasurer shall (1) deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the Corporation with such depositories as the Board may designate; (2) disburse the Corporation's funds as the Board may order; (3) render to the President, chair of the Board, if any, and the Board, when requested, an account of all transactions as Treasurer and of the financial condition of the Corporation; and (4) have such other powers and perform such other duties as the Board or the Bylaws may require, (5) Cause or make it impossible that no one person shall have the ability to control the disbursement of Club funds by check, electronically or any other means.

Links from BY-LAWS – Officers to Policy & Procedure Manual

7.1 Qualifications – Officers. In order for a member to run for the West End Gun Club Office position of President, Secretary, Vice President or Treasure, the candidates shall have been a voting member in good standing, at the time of nomination, for a minimum of one year and meet the following qualifications; (approved 14 September 2021)

7.1.1 Attendance. Attendance of at least 8 Club meetings during the preceding year as a Voting member, as recorded in the Club Meeting Sign-In Log kept by the Sergeant-at Arms, or have provided equivalent verifiable service to the WEGC in any volunteer position for a similar length of time; and any one of the following: (approved 14 September 2021)

7.1.2 Time on BOD. Prior service as a West End Gun Club Director of one year or more during the last five years including service as a non-voting appointee Board Member. (approved 14 September 2021)

7.1.3 Time on Standing Committees. Appointed to and actively serving continuously with 1 year of service or 2 years partial service, on any standing committee(s) with regular attendance at monthly Club meetings, at least 6 per year as recorded in the Club Meeting Sign-In Log kept by the Sargent-at Arms.

7.1.4 Equivalent Time. Any verifiable prior service in the above criteria with another non-profit gun club, or professional experience in the business community comparable to the West End Gun Club requirements in any of the aforementioned categories.

7.1.5 Exception by BOD

In the event the WEGC is unable to fill an officer position on the ballot with a member meeting the aforementioned qualifications, the Board may by a two thirds (2/3) majority may waive requirements of Sections 7.11 thru 7.14 and nominate a voting member candidate who may run for that respective office. (approved 14 September 2021)

7.2 Duties – President

7.2.1 President - Yearly Report. Each year the President shall review the list of elected Officers and Directors. Recommendations for additions or deletions of elected Officer and Director positions or changes to the responsibilities of elected Officers and Directors shall be submitted to the Board for review. Any recommended changes to the list of elected Club Officer positions shall be submitted to the By-Laws Committee for amendment prior to the appointment of the Nomination and Election Committee. Approval of all changes to the Club By-Laws regarding elected Officer and Director positions shall be by a vote of the Club membership.

7.2.2. Duties - Presidents Letter The President will prepare a letter for the monthly newsletter, the West End Gun Club Bulletin.

7.3. Responsibilities of Vice President

7.3.1 Watch mail for County assessor's bill.

7.3.2 August - Make sure that nomination committee has what it needs for running election in October.

7.3.3 September

7.3.4 October - Ensure that election results are recorded, and ballots stored with club files. 7.3.5 November Officers Qualifications

7.3.6 Duties – Vice President - The Vice President, in the temporary absence of the President, shall assume the duties of the President until the President is able to return or is replaced. The Vice President shall; act as Sergeant at Arms at all meetings that the Sergeant at Arms is absent, coordinate the scheduling of all regular monthly or annual events and competitive activities at any Club facility and shooting range, provide the monthly schedule to the Webmaster for publication, shall maintain a key log, shall maintain a property inventory log and shall provide to the Club Secretary and Treasurer in November a complete written inventory of all Club equipment and keys. The Vice President shall perform other duties as assigned by the Board.

7.4 Duties – Secretary

7.4.1 The Secretary shall be the official Club correspondent, write the Official Minutes of all Club meetings and is responsible for providing the Board approved minutes to the Newsletter Editor publication in the next newsletter and the Web Master for posting the minutes on the Club web site members only section. The Secretary shall be responsible for, maintaining important Club documents, updating the electronic Policies and Procedures Manual and furnishing copies of the official minutes and updated Policy and Procedure manual changes to the Newsletter Editor and Webmaster for publication and posting. The Secretary shall present to the new Board at the Club's Annual meeting in January a master list of all the required documents that the Club needs to maintain and keep current at all times. Two copies of all documents shall be maintained, one by the Secretary and one in the Club safe.

7.4.2 Duties - Secretary - Additional

7.4.2.1 Regular Duties

- With Treasurer, insure that mail is picked up from club mailbox once or twice weekly.
- Report on club correspondence.

• Insurance Policies (D&O and Liability): Quarterly review (Jan., April, July, and October) of insurance status at Board meetings.

• Provide to President, Vice President, Treasurer and Range Officer a binder w/ current copies of Club Insurance documents, and keep this updated.

7.4.2.2 Month by Month Duties

7.4.2.2.1 January

• Send list of newly elected club officers to, club attorney, all insurance companies, and forest service personnel of new officers.

• Expect to receive materials in January from San Bernardino County Assessor's Office. Check file in Club filing cabinet to use as reference. Consult w/ club President and Range Director on what new property, if any, there is to declare.

7.4.2.2.2 February

7.4.2.2.3 March

7.4.2.2.4 April - Remind board that a nomination committee needs to be appointed, with nominations for officers readied by July General meeting.

7.4.2.2.5 May

7.4.2.2.6 June - Watch mail for annual P.O. Box renewal fee notice. Payment due at the end of June.

7.4.2.2.7 July

7.4.2.2.8 December - Ensure that records are ready for January General Meeting

7.5. Duties - Treasurer

7.5.1 The Treasurer shall be responsible for oversight, preparation, keeping of the financial books, bank statements and financial records of the Club on a monthly and annual basis in written and electronic form. The Treasurer is responsible for the oversight of all moneys and property received by the Club in any form; their deposit to the banking facility selected by the Board or in the case of property, its safekeeping. The Treasurer is responsible for the oversight of any moneys expended by the Club in any form including but not limited to: cash, check, credit card and electronic payments. The Treasurer is responsible for having all tax forms prepared and filed by the appropriate date. The Treasurer shall be responsible for insuring all IRS Tax Code requirements relating to a 501(c)(7) Social Club are met.

7.5.2 The Treasurer shall present a written Yearly Financial Report, which is the balance sheet and profit and loss statement from the previous fiscal year, at the regular monthly Club meeting in March. The Treasurer shall make available the Yearly Financial Report to the Membership Director who shall then distribute a copy to every Annual, Life and Conditional member in good standing within 120 days of the previous fiscal year's end. The Treasurer shall chair the Budget and Finance Committee.

7.5.3 Treasurer - Reports

The Treasurer shall make available the Yearly Financial Report to the Membership Director who shall then distribute a copy to every Annual, Life and Conditional member in good standing within 120 days of the previous fiscal year's end.

7.5.4 Treasurer - Financial

7.5.4.1 Club Philosophies on Fiscal Responsibility - The West End Gun Club philosophy on fiscal responsibility is based on two main tenets. The **benefit to the Club** of expenditures must be either readily apparent from the supporting documents or explained in an accompanying benefit statement. The primary responsibility for ensuring that expenditures are for the benefit of the Club rests with Directors.

7.5.4.1.1 Benefit to the Club - The documentation should ensure how funds were used can be determined well after the fact, even if the principals are no longer available. Thus, each transaction must stand on its own with sufficient information to demonstrate the benefit to the Club.

7.5.4.1.2 Steward of Funds - The Club receives its funding from diverse sources, ranging from membership dues to match fees to benefactors. Regardless of the source, the Club has an obligation to demonstrate it has been a wise steward of funds entrusted to it.

7.5.4.1.3 Accountability - The process of accountability begins with the planning for receipt and expenditure of funds and culminates with retaining documentation of said receipts and expenditures.

7.5.4.1.4 Primary Fiscal Responsibility - Primary fiscal responsibility ultimately rests with the Board. Although it should be noted every board member and director is responsible for his or her own financial decisions regarding any club income or expenditures. These decisions may be taken to task by the Board for auditing and the Board may, upon completion of the audit, demand written reports as to the decisions behind those who initiated programs and made decisions on implementing said plans and programs. Fiscal Planning is an interactive process that ultimately involves the Board of Directors, President, Vice President, Secretary and Treasurer.

7.5.4.2 The actual transaction details are decided at the operating level (Directors and their Assistants) within the constraints of Club policies. Ultimate responsibility for ensuring that fiscal transactions are in accordance with approved plans, programs and policies rests at the Officer or Director and Assistants level.

7.6 Financial Role of Officers, Directors and Assistants:

Develop discipline plans and programs.

Ensure that transactions are appropriate and for the benefit of the Club.

Ensure that transactions are properly documented.

Establish appropriate internal fiscal policies and procedures.

Personally review and monitor fiscal activities on a regular basis.

7.6.1. Financial Role of President, Vice President and Treasurer:

Approve club plans and programs and provide oversight.

Establish and interpret Club financial policies.

Maintain fiscal oversight for all club programs.

7.6.1.1 Role of Treasurer:

Assist Officers/Directors/Assistants in establishing appropriate departmental fiscal policies and procedures. Recommend changes in club fiscal policies and procedures to the President and Vice President, and then to the Board as appropriate. Review transactions on a systematic basis to test whether they include proper documentation and comply with Club policies

7.6.1.1.1 Financial Statements

The Treasurer will maintain a ledger of all the club expenditures, to be available for review at the board meetings by the board members. At the conclusion of the calendar year, a copy of the ledgers covering the calendar year will be provided the Secretary for filling in accordance with the policies of records management.

7.7 Bank Accounts – Club Funds

All funds, which are the property of the Club, should be deposited into a Club bank account through the Treasurer or, if so approved, by direct deposit. Directors may not establish separate club bank accounts except with the approval of the Treasurer. The Treasurer will maintain both a checking account and a

savings account to insure the highest interest return that is practical. Other accounts may be opened and closed for special purposes, e.g. property acquisition, special contributions, etc.

7.8 Sale of Products and Services

No service shall be established or conducted solely for the purpose of profiting from the public sale of products or services without the prior approval of the Board of Directors, as provided below. In situations where sales of products or services are made to the general public, such products or services shall be secondary and incidental to the primary functions of the Club.

7.8.1 Written Approval Required - No service involving sales to the general public shall be inaugurated without prior written approval by the Board or Directors.

7.8.2 Establishing or Conducting a Service - Conditions for Establishing or Conducting a Service - One or more of the following conditions must be satisfied:

7.8.2.1 The service is peculiar to the nature of the discipline or the Club and is interrelated to the conduct of its recreational, teaching or service programs.

7.8.2.2 The provision of the service by the Club will contribute primarily to the convenience, comfort, health, law-abiding, social or recreational life of its members, staff or others participating in recreational, teaching or service programs at the club.

7.8.2.3 The inclusion of the service will improve the efficiency and economy of operations.

7.8.2.4 The service is not otherwise available in the quantity or quality required or not conveniently available geographically.

7.8.3 Sales - All sales of Club products and/or services shall be made on a cash basis unless otherwise specifically authorized by the Treasurer.

7.8.3.1 NOTE: Any member extending credit without proper authorization will be held responsible for all accounts so incurred.

7.8.3.2 Money Received – Present all money from the sales of products and services, accompanies with a document detailing the discipline, items sold, number of units sold, total amount of the sales, etc., to the Club Treasurer. The Treasurer will deposit all monies received into the club checking account, the club savings account, or other bank account that is appropriate. Do not send cash through the mail.

7.8.4 Refunds - Refunds should be made only in exceptional circumstances. Refunds must accompany by the return of the item sold in New Condition, or the return of a membership card.

7.8.5 Sales Tax

The Club is a non-profit organization, and is not exempt from paying sales tax, even if items or merchandise is purchased to be resold. If, at some time in the future, the Treasurer or the board determines that a resale license should be acquired from the State Board of Equalization, it will become his responsibility to administer the compliance to the state sales tax laws. All products / services are offset by donations to the club, and sales tax is not to be collected.

7.9 Cash Receipts Deposits

All funds must be processed the same day, or next banking day after they are received, either by deposit to the bank account of the Match Director or remission to the Treasurer. If immediate transfer is not possible, the Treasurer must be contacted for handling instructions. Checks - All checks must be restrictively endorsed immediately upon receipt, in the following manner:

FOR DEPOSIT ONLY Name of Bank Account Number West End Gun Club Account Number

7.10 Expense Advances

Employees or Board Members traveling on Club business should obtain a cash advance for minor travel expenses by submitting a request to the Treasurer. A complete report of expenditures will be required at the conclusion of the club's business.

7.11 Purchasing – General

Purchase of materials and supplies for the club conducted through the Treasurer. If a purchase is anticipated, first obtain a quotation or calculate the amount of the expense. If the amount exceeds \$100, or is not for a specific discipline, the expenditure must be submitted at a regular meeting and approved by the board. If the request is approved, the Treasurer will issue a check for purchase. There are several companies that we have accounts with, and they will invoice us for the charges. For other purchases where personal funds are expended, reimbursement for the purchase of supplies, equipment or services shall be presented to the Treasurer, accompanies with all pertinent receipts and invoices. The Treasurer has the sole responsibility of determining if the expenses are legitimate and appropriate.

7.11.1 Cash Receipts

Cash Receipts must accompany all purchases for which reimbursement is sought. If no cash receipt is available, then a signed statement for purchases under \$50 will be accepted.

7.12 Solicitation of Gifts

This policy applies to any solicitation effort of individuals, corporations, groups and foundations, etc.

7.12.1 Fund Raising - To coordinate solicitations for the West End Gun Club, all members and volunteers involved in fund raising shall be under the direction and management of WEGC's President or Vice President. All Solicitation Plans -- All solicitation plans must be approved by WEGC's Board of Directors.

7.13 Meal Allowances

7.13.1 Reasonable and necessary meal expenses incurred during authorized Club travel are reimbursable via a Travel Expense request for Reimbursement.

7.13.2 Travel Allowances for Meals - For travel, the maximum amount allowed for three meals in one day is \$40.00, including taxes and tips. This amount should not be treated as a per diem allowance. If actual expenses are less than the maximum amount, reimbursement will be allowed only for actual expenses.

7.14 Reimbursement - A receipt is required for all meal expenses.

7.14.1 Conferences/Meetings - When requesting reimbursement for meals on trips involving conferences or meetings, the Travel Expense request must indicate which meals, if any, were provided by the conference or meeting.

7.14.2 If the meal is part of a group meal or organized banquet where each participant pays individually, the meal is reimbursable under the above guidelines as long as the travel expense request includes an explanation of the business purpose of the meal and the other individuals or group present.

7.14.3 Meals eaten alone are not reimbursable

7.14.4 When Guests of the Club are Involved - Reimbursement of amounts exceeding the maximum meal allowance is permitted when guests of the Club are involved. The guest's name, title, and relationship to the Club (e.g., candidate, donor, the institution/company represented) must be listed on the Travel Expense request

7.15 West End Gun Club's Alcohol Policy – there is no reimbursement for any alcohol product.

7.16 Replacement – President

In the event the President resigns or is unable to complete his or her term of office or is otherwise incapacitated, the Vice President, or if the Vice President is unavailable, any officer, member of the Board of Directors or person appointed by a 2/3 majority vote of the Board of Directors, acting as President, shall immediately call for a Special Election by the membership to replace the President. Should the Vice President fail to act the Board shall immediately call for a Special Election shall be qualified as per the By-Laws. This Election shall be held at the second monthly Club meeting after the Special Election has been called by the Vice President or Board and a notification mailed to the membership of the time, place and purpose for the Special Election.

7.17 Replacement - President & Vice-President

In the event both the President and Vice President resign or are unable to complete his or her term of office or are otherwise incapacitated then the Secretary shall immediately call the Board together and elect, a President Pro-Tem. Such office is terminated by the return of the President or Vice President or by the election of a new President and Vice President as per this Section. Voting will be by a hand count by at least 2 members, appointed by the board with a 2/3 majority vote, at the meeting, with the tally recorded by the Club Secretary and then published in the next newsletter and posted on the club web site.

The following is the <u>CORPORATE GOVERNANCE</u> area of the Policy & Procedure Manual of WEGC.

BY-LAWS – Corporate Governance

The following is a copy of the part of the 2019 By-Laws, as amended 2021 covering <u>Corporate</u> <u>Governance</u>. It is included in this portion of the Policy & Procedure Manual for reference & coordination with the Policy & Procedures that follow.

ARTICLE VIII. CORPORATE GOVERNANCE

8.1 <u>Contracts with Board Members</u>. No Board Member of this Corporation nor any other Corporation, firm, association, or other entity in which one or more of this Corporation's Board Members are Board Members or have a material financial interest, shall be interested. directly or indirectly, in any contract or other transaction with this Corporation unless (1) the material facts as to the transaction and such Board Member's interest are fully disclosed or known to the members and such contract or transaction is approved by the Board in good faith, with any membership owned by any interested Board Member not being entitled to vote thereon, or (2) the material facts regarding such Board Member's financial interest in such contract or transaction or regarding such common directorship, officership, or financial interest are fully disclosed in good faith and are noted in the minutes or are known to all Board members before consideration by the Board of such contract or transaction, and such contract or transaction is authorized in good faith by a majority of the Board members where a quorum is present and voting, at any Club meeting without counting the vote of the interested Board Member.

8.2 Loans to Directors and Officers. This Corporation shall not lend any money or property to, or guarantee the obligation of, any Director or Officer of the Corporation.

8.3 <u>Pecuniary Profit</u>. Club Members, Directors, Officers, employees or other persons connected with the Club, or any other private individuals shall not receive, at any time, any of the net earning or pecuniary profit from the operations of the Club. However, payment to any such persons of reasonable compensation for services rendered to or for the Club in effecting any of its purposes, as shall be fixed by resolution of the Board, is permitted.

8.4 <u>Indemnification</u>. Except when indemnification is mandatory under the law, this Corporation shall indemnify its Directors, Officers, employees, committee members, assistants and other persons described in Corporations Code§7237(a), including persons formerly occupying any such positions, against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any "proceeding" as that term is used in that section, and including an action by or in the right of the corporation, by reason of the fact that the person is or was a person described in that section. "Expenses," as used in this bylaw, shall have the same meaning as in Corporations Code § 7237(a). The corporation's power to indemnify a person who was a party or is threatened to.be made a party to any proceeding is limited to situations wherein such person acted in good faith and in a manner that the person reasonably believed to be in the best interests of the Corporation.

On a motion of the Board or written request to the Board by any person seeking indemnification under Corporations Code §7237(b) or §7237(c), the Board shall promptly decide under Corporations Code §7237(c) whether the applicable standard of conduct set forth in Corporations Code §7237(b) or §7237(c) has been met and, if so, the Board may authorize indemnification. If the Board cannot authorize indemnification because the number of the Board who are parties to the proceeding with respect to which indemnification is sought prevents the formation of a quorum of the Board who are not parties to that proceeding, the Board shall promptly call a meeting of members. At that meeting, the members shall determine under Corporations Code §7237(e) whether the applicable standard of conduct has been met and, if so, the members present at the meeting in person may authorize indemnification.

Except as otherwise determined by the Board in a specific instance, the costs of expenses incurred by a person seeking or who has obtained indemnification under Section 8.4 of these Bylaws in defending any proceeding covered by this Section shall be advanced by the Corporation before final disposition of the proceeding, on receipt by the Corporation of an undertaking by or on behalf of that person that the advance will be repaid unless it is ultimately found that the person is entitled to be indemnified by the corporation for those expenses.

8.5 <u>Insurance</u>. This Corporation shall have the right, and shall use its best efforts, to purchase and maintain insurance to the full extent permitted by law on behalf of its Officers, Directors, employees, and other agents, to cover any liability asserted against or incurred by any Officer, Director, employee, or agent in such capacity or arising from the Officer's, Director's, employee's, or agent's status as such.

8.6 <u>Corporate Records</u>. This Corporation shall keep the following:

- 1. Adequate and correct books and records of account; and
- 2. Minutes of the proceedings of its members, Board; and

3. A record of each member's name, address, phone number, member number, National Rifle Association membership number and class of membership.

The minutes and other books and records shall be kept either in written form or in any other form capable of being converted into clearly legible tangible form or in any combination of the two.

8.1 Financial

8.1.1 Fiscal Year

The fiscal year of the Club shall be January 1st to December 31st.

Bond & Check Signers

Four Officers of the Club; President, Vice President, Secretary and Treasurer shall be authorized Club check signers. Subject to a waiver by a two thirds (2/3) majority vote of the Board, the Club shall bond, in the amount of up to \$250,000, all authorized Club check signers.

8.1.2 Bond - Board

A fidelity bond in an amount to be determined by the Board of Directors may be purchased and maintained to indemnify the Club for acts by its employees or Club Members who are involved in the handling of funds. Subject to a waiver by a two/thirds majority vote of the Board, the Club shall bond, in the amount of up to \$250,000, all authorized Club check signers.

8.1.3 Check Signers

All Club checks shall require two (2) authorized signatures. The authorized signers of the Club checks are the Treasurer, President, Vice President and Secretary.

8.1.4 Check Signing

No checks can be signed until they are completely filled out. NO BLANK CHECKS

8.1.5 Event Requirements

Any business, non-member entity or group desiring to conduct an event on Club property must obtain prior approval from the Board and at a minimum; a written agreement, proof of liability insurance listing the Club as additional insured and a hold harmless agreement. The Board may impose other fees and requirements.

8.1.6 Investments

The Club shall have the right to retain all or any part of any securities or property acquired by it and to invest

funds held by it according to the judgment of the Board of Directors without being restricted to the class of investments imposed upon a trustee or may hereafter be permitted by law to make, provided however, that no action shall be taken by or on behalf of the Club if such action constitutes activities prohibited under the Internal Revenue Code or corresponding provisions of any subsequent tax laws.

8.1.7 Membership Rights on Real Property

The right to purchase, sell or encumber real property by or for the Club is specifically reserved for appropriate action by the Membership and no action by the Board of Directors shall restrict this right unless it is first approved and ordered by a majority vote of the Membership present at a regular, annual or special meeting of the Membership. Except for this limitation and those prescribed by law, the right of the Board of Directors to control the affairs of the Club is sole and exclusive.

8.1.8 Indemnification by Membership

Approval of the Membership with persons to be indemnified not being entitled to vote thereon. This approval can be done by the Membership at a special meeting called for that purpose by a majority vote of the Board of Directors. The meeting can take place two weeks after being published in the Club Newsletter.

8.2. Tax Returns

Procedure to use CPA Gordon Hoffman for federal and state tax returns at a cost not to exceed \$1500.

8.3 Educational Funds Account

Some income generated from non-member activities on WEGC premises can, if used by the club for educational purposes, reduce some of the club's tax liability. Any income from non-member activities will be set aside to fund educational programs. (Adopted March 2011)

8.3 Emergency Fund

Policy - Set aside \$10,000 in an emergency fund, of which fund \$2500 is available for immediate use by Range Officer, but any expenditure above \$2500 will require an emergency meeting of the Board. adopted October 2000.

Credit Card - Authority

Credit cards approved to be used and issued to approximately 5-6 employees, directors or officers.

8.4 Budget Annual

A budget shall be adopted on an annual basis in such detail as is reasonably deemed necessary for the operation of the Club. The budget shall be approved by a majority vote of the Board of Directors by the end of the November regular monthly Club meeting. Upon authorization by the Board this budget shall serve as the appropriation guideline for the Club for the following fiscal year. With the exception of employee paychecks, utilities and other necessaries for Club operations, no Club funds shall be spent if the Board fails to approve a Club annual budget by the end of the November regular monthly Club meeting. Budgets may be changed by a two thirds (2/3) majority vote of the Board as needed to serve the best interests of the Club.

8.5 Financial Report - Monthly

Treasurer will have the club bookkeeper produce a month-end report prior to the monthly Board meeting.

8.6 Petty Cash Purchases

Board Members needing to make frequent, small cash purchases may request a cash fund for that purpose from the Treasurer. The Range Officer has a petty cash fund of \$300.00 to use for main range expenses.

All expenditures must be recorded in the form of a receipt or other documentation and presented to the Treasurer for replacement of the petty cash fund.

Requesting a Petty Cash Fund - All requests for petty cash funds must be made to the Board of Directors and the appropriate documentation recorded in the meeting minutes, namely

Name of Board Members and Director's discipline.

Amount requested.

Purpose of the Petty Cash Fund.

The anticipated period of time fund will be needed.

<u>NOTE:</u> The petty cash fund may only be used for the approved purpose; e.g., a petty cash fund should not be used to make mileage reimbursements, etc.

Annual Verification - Each year, the Treasurer verifies and documents each cash fund amount and name of custodian. Verifications must be signed by the custodian and promptly returned to Treasurer.

Audits - Petty Cash Funds are subject to audit at any time.

8.7 Match Proceeds & Expenses

<u>8.7.1 POLICY</u> A Board Balance and Record Keeping Policy, detailing procedures for depositing match proceeds and expenses, was determined an appropriate addition to the Policy and Procedures Manual. Discipline directors will be allowed/able to pool funds over a 4-month period, moving from \$200 per month to \$800 per trimester, to make purchases, for their discipline/matches.

All requests for reimbursement by club require receipts to be submitted within 120 days of the occurrence of the expense, with receipts submitted after 120 days referred to the Treasurer and to the Board if necessary.

8.8 Reimbursements - Mileage & Expenses -

West End Gun Club Expense Invoice Sheet is found at P&P Documents, Forms 16.2.6.

8.8. Matches -- Club Financial Procedures

All receipts and expenses for all club-sponsored matches go through established club financial procedures.

8.9. Insurance

Directors & Officers needs current data below from Policies

Procedure: Directors & Officers Insurance - Increase to \$5,000,000 limit (adopted Dec 2009) Liability needs current data below

POLICY LIABILITY LIMITS- COVERAGE TBD RENEWAL REQUIREMENTS TBD

Liability insurance to insure dump truck, excavator, & water truck.

Board members opted not to insure metal building, skip loader and water wagon against loss.

Insurance Correspondence received from Tutton Insurance and read to Board. Coverage expense of existing coverage has gone up only slightly. An additional level of coverage available for an additional \$1043.

Club moved to approve payment of the insurance premium, including the proposed additional level of coverage. (adopted April 2012)

Vehicles needs current data below <u>EXTENT OF COVERAGE</u> <u>LIMITS & RENEWAL</u> adopted- March 2010

Discussion of need for vehicle insurance and whether to get liability insurance on the dump truck or leave it nonop

BoD authorizes \$2000 to insure the truck and road trailer w/\$500 or \$1000 deductible. Liability insurance to insure dump truck only. Board members opted not to insure metal building, skip loader and water wagon against loss.

Coverages -needs current data below Insurance Coverage's Purchasing Insurance As approved \$ Property Insurance As approved \$ Worker's Compensation As approved \$ Member Insurance Program As approved \$

8.10 Conflicts of Interest

8.10.1 <u>Conflict of Interest – General Provisions</u>

8.10.1.1 Policy – Club employees, Directors, & Board members, shall faithfully discharge their duties and shall refrain from knowingly engaging in any outside matters of financial interest incompatible with the impartial, objective and effective performance of their duties. They shall not realize personal gain in any form, which would influence improperly the conduct of their Club duties. They shall not knowingly use Club property, funds, position or power for personal or political gain. They shall inform the Board in writing of reasonably foreseen potential conflicts.

8.10.1.2 Sanctions - Conduct by an employee that violates the Club's policies, regulations or rules pertaining to conflict of interest shall constitute breach of the employment contract and may lead to disciplinary action.

8.10.1.3 Use of Confidential Information – Employees and Board Members shall not use confidential information about the Club obtained by reason of their employment, or Board Membership, with intent to cause financial gain to themselves or unfair advantage for another person

8.10.1.4 Overlapping Business Activities - Before an employee or Board Member enters into a business activity that overlaps with the Clubs recreational, teaching or service missions, the employee shall make full disclosure to the Board of Directors. The Board of Directors must approve or disapprove the proposed activity, and so note it in the official minutes of the meeting when the disclosure is made.

8.10.2 Use of Club Stationary – Official Club stationery may not be used in outside business, personal and other private or political activities of employees or Board Members. However, Board Members may have printed at their own expense personal business stationery carrying their club title and date.

8.10.3 Use of Club Logo - It is a violation of Club policy to employ the name of the Club or any of its graphic identification symbols in printed materials intended to endorse or promote individual enterprises or to otherwise enhance private gain without the written permission of the Club President or the Board of Directors.

8.10.4 Appeals - Appeals of decisions made under these procedures should be brought to resolution informally and at the lowest possible administrative level. Should attempts to resolve appeals informally fail, the appeal may be brought before the Board of Directors. The decision of the Board of Directors is not subject to appeal.

The following is the <u>INSPECTION RIGHTS</u> area of the Policy & Procedure Manual of WEGC.

BY-LAWS – Inspection Rights

The following is a copy of the part of the 2019 By-Laws, as amended 2021 covering <u>Inspection Rights</u>. It is included in this portion of the Policy & Procedure Manual for reference & coordination with the Policy & Procedures that follow.

ARTICLE IX. INSPECTION RIGHTS

9.1 <u>Inspection of Accounting Records and Minutes</u>. On written demand on the Corporation, any member may inspect the accounting books and records and the minutes of the proceedings of the members, the Board, and committees of the Board at any reasonable time for a purpose reasonably related to the member's interest as a member. Any such inspection may be made in person. This right of inspection extends to the records of any subsidiary of the Corporation.

9.2 Inspection of Articles and Bylaws. This Corporation shall keep at its principal California office the original or a copy of the Articles of Incorporation and the Bylaws, as amended to the current date, that shall be open to inspection by the members at all reasonable times during office hours. If the Corporation has no business office in California, the Secretary shall, on the written request of any member, furnish to that member a copy of the articles of incorporation and Bylaws, as amended to the current date,

9.3 <u>Board Member Inspection Rights</u>. Every Board Member shall have the absolute right at any reasonable time to inspect the Corporation's books, records, and documents of every kind, and to inspect the physical properties of the Corporation. The inspection may be made in person or by the Board Member's agent or attorney.

9.4 <u>Members' Inspection Rights</u>. Unless the Corporation provides a reasonable alternative as provided below, any member may do either or both of the following for a purpose reasonably related to the member's interest as a member:

1. Supervised inspection of the records containing members' names, addresses, phone number, member number, National Rifle Association membership number and voting rights during usual business hours on 5 days' prior written demand on the Corporation, which must state the purpose for which the inspection rights are requested; or

a. The Corporation may within 10 business days after receiving a demand under this Section, make a written offer of an alternative method of reasonable and timely achievement of the proper purpose specified in the demand without providing access to or a copy of the membership list. Any rejection of this offer must be in writing and must state the reasons the proposed alternative does not meet the proper purpose of the demand.

If the Corporation reasonably believes that the information will be used for a purpose other than one reasonably related to a person's interest as a member, or if it provides a reasonable alternative under this Section, it may deny the member access to the membership list.

9.5 <u>Annual Report</u>. The Board shall cause an annual report to be prepared and mailed to the members within 120 days after the end of the corporation's fiscal year. That report shall contain the following information in appropriate detail:

A. A balance sheet as of the end of the fiscal year a profit and loss statement for the previous year, accompanied by the certificate of an authorized Officer of the Corporation that they were prepared without audit from the Corporation's books and records;

B. The Yearly Financial Report shall include a statement of any transaction, or indemnification in which any Club member had a direct or indirect material financial interest involving more than \$2,500.00 aggregate value for that fiscal year. Such statements shall also briefly describe the amount and circumstances of any indemnifications or advances more than \$1,000.00, paid during the fiscal year to any Club member. No such report need be included in the case of indemnification approved by a majority vote of the membership present and voting, at any Club meeting.

This Section shall not apply for any fiscal year wherein the Corporation receives less than \$10,000 in gross revenues or receipts.

9.0 Inspection Rights

Space for future items -----

The following is the <u>CONDUCT and DISCIPLINE</u> area of the Policy & Procedure Manual of WEGC.

Conduct and Discipline



10.0 Misconduct Scope

Any Club Member may be censured, reprimanded, disciplined or have member privileges suspended, by a majority vote of the Board, for misconduct. Any Club Member may be expelled, by a majority vote of the Board, for willful, malicious or gross misconduct as described below. A willful or malicious act by any Club Member that causes or may cause grievous damage to the Club, physically or otherwise, great bodily injury or death to another person shall be considered by the Board to be gross misconduct and grounds for expulsion. Also, conviction of a felony shall be grounds for expulsion and considered to be detrimental to the Club. Any action, which places a Club Member in a group of people, prohibited from owning a firearm pursuant to California and/or Federal law may be considered cause for termination.

10.1 Board of Inquiry

The Board shall appoint a Board of Inquiry to investigate charges of misconduct or gross misconduct by a Club Member against the Club.

10.2 Gross Misconduct

For gross misconduct the Board shall act to preserve the safety of the Membership and limit the Club's liability and may expel the Club Member(s) at the next Board meeting.

10.3 Notification Documents

Whenever it is not in conflict with preserving the safety of the Membership as determined by the Board, the Board shall contact the offending Club Member(s) about their expulsion by registered mail, return receipt requested. A copy of this article of the By-laws shall be included with the mailing.

10.4 Permanently Banned

Expelled Club Members are permanently banned from all Club property and premises.

10.5 Scope of Violations

A Club Member is guilty of misconduct if any of the following apply; violations of established range or match safety rules, violation of rules as described in the Club's Policy and Procedures Manual, willful failure to comply with a Range-master's or a Club Officer's authority on the range, conduct unbecoming of a Club member that may defame or cause embarrassment to the Club, willfully violating Club By-laws, disorderly conduct, abuse of other Club Members, or violations of the normal methods of accounting procedures in conducting Club business.

10.6 Board Issued Misconduct

Discipline issued by the Board to Club Members for misconduct may include; verbal reprimand, written reprimand, monetary fine as set forth in the Policy & Procedures Manual, compulsory service to the Club, temporary or permanent loss of member privileges, temporary loss of Range access, repetition of the new member safety-orientation class, temporary or permanent loss of Club office, suspension of membership.

10.6.1 Examples

For example: a Club Member who carelessly points a firearm in the direction of another person while on the Main range may be verbally reprimanded by the Range-Master; a Club Member who repeatedly ignores the safety reprimands of the Range-Master may be expelled from the range by the Range-Master; a Member who refuses to submit to the authority of the Range-Master may have their membership suspended by the

Board. Discipline for misconduct of Club Members shall be by a majority vote of the Board unless the discipline for a specific violation has been established in the Club's Policy and Procedures Manual. Three examples of this could be; mandatory repetition of the safety orientation class for violating range safety rules, removal from Club property for violating the Club's no smoking policy or match disqualification for violating match safety rules.

10.6.2 Expulsion

Club Members who willfully fail to comply with Board issued discipline shall be immediately expelled from the Club by a majority Board vote.

10.6.3 Publication of Actions - Disciplinary

Violations that result in disciplinary action by the Board shall be recorded in the Club's official minutes and may be printed in the Club newsletter without listing the Club Member(s) by name unless authorized by a majority vote of the Board.

10.6.4 Fairness

Any fine, censure, suspension, termination or discipline of a Club Member must be done in good faith and in a fair and reasonable manner.

10.7 Gross Misconduct Details

A Club Member is guilty of gross misconduct when any of the following apply; abuse of authority with malice by a Club Officer, fraud committed against the Club, embezzlement of Club resources, theft of Club property, willful or malicious vandalism to Club property, brandishing a firearm or other deadly device in a threatening manner, using illegal drugs or drinking alcohol while handling firearms on Club property, willful or malicious conduct that is life threatening, any misconduct that causes death or great bodily injury to another person that is willful or otherwise.

10.7.1 Examples

For example: a Club Member who is caught handling firearms and drinking a beer but not actually shooting while on the range may have their range use privileges suspended for a year and made to repeat the Club safety orientation class; a Club Member who is caught actually shooting a firearm while intoxicated on the range may be expelled from the Club by a majority vote of the Board; a Club Member who is caught destroying Club property may be expelled from the Club by a majority vote of the Board, made to make restitution for the damages and may be prosecuted by the Club to the full extent of the law.

10.7.2 Publication of Actions - Expulsion

Violations that result in expulsion by the Board shall be recorded in the Club's official minutes and shall be printed in the Club newsletter.

10.7.3 Fairness

Any suspension, termination or expulsion of a Club Member must be done in good faith and in a fair and reasonable manner.

10.8 Misconduct in Writing

Misconduct by Club Members that requires discipline by a Board vote shall be reported to the Board of Directors in writing.

10.9 Board of Inquiry Composition

When a written complaint is received, the Board of Directors shall appoint three Club Members to a Board of Inquiry. The Board of Inquiry shall serve until they present their recommendations to the Board of Directors. The three Club Members of the Board of Inquiry shall consist of the following; one past member of the

Board of Directors who is not currently serving on the Board, one current member of the Board of Directors and one Voting Member selected by a majority vote of the Board of Directors. The Voting Member shall not have served as an Officer or Director during the preceding three years. The President shall appoint the Board of Inquiry chairman.

10.9.1 Hearing & Recommendations

The Board of Inquiry shall hear formal complaints made by any Club Member(s) against any other Club Member(s) for alleged acts for which discipline is authorized under these Bylaws. The Board of Inquiry will report to the Board of Directors the results of any such hearing and its recommendation for the disposition of the matter. The recommendations authorized shall be consistent as outlined in this article of these Policy & Procedures Manual.

10.9.2 Limits on Board of Inquiry

The Board of Directors is specifically prohibited from authorizing or delegating to the Board of Inquiry any powers to impose disciplinary action upon any Club Member.

10.9.3 60 Day Statute of Limitations

The statute of limitations for submitting a formal written complaint to the Board of Directors is within sixty (60) calendar days of the alleged infraction. The Board of Directors will appoint a Board of Inquiry as soon as feasible after receipt of the written complaint, but no longer than sixty (60) days after receiving the written complaint.

10.9.4 False Complaint Results

Any Club Member who submits a false and/or frivolous complaint shall be subject to disciplinary action.

10.9.5 Timing on Content of Charges

The Board of Inquiry shall not act until it receives from the Board of Directors, charges in writing, signed by a Club Member(s) against another Club Member(s). Any charges presented must be specific as to date, place and conduct. Within thirty (30) calendar days of receipt of the charges, the chairman of the Board of Inquiry shall notify, by registered mail, all Club Members involved. Notification shall consist of a copy of the charges and signed complaint, and the date, place and time for the hearing of the charges.

10.9.6 Actions by Board of Inquiry

The Board of Inquiry shall meet to conduct a hearing not less than ten (10) days nor more than forty-five (45) days from the date of mailing of the notification required. The Club Member(s) against whom the complaint is made may request in writing a rescheduling of the hearing not more than thirty (30) days from the original hearing date. The chair shall designate one member of the Board of Inquiry to act as Secretary to keep minutes of the hearing. The chair of the Board of Inquiry shall conduct the hearing by reading the charges submitted and giving all witnesses full opportunity to be heard and to present evidence of the infraction. The Club Member submitting the complaint shall be present. All available evidence shall be heard, and/or reviewed so that the Board of Inquiry can make a fair and complete recommendation to the Board of Directors. The Board of Inquiry may continue any hearing provided a notice of the date; time and place of any continued hearing shall be orally announced at the hearing and entered in the minutes of the hearing. A written notice of the continuance shall be mailed to all parties by registered mail if they are not present at the hearing. No continuance shall be made unless the purpose is to obtain additional information or testimony in the interest of fairness. Upon completion of the hearing, all persons except the members of the Board of Inquiry shall be excused and the Board of Inquiry shall, by majority vote, adopt a recommendation to the Board of Directors for disposition of the matter. Upon timely completion of the hearings, the Board of Inquiry will submit their recommendations by the next regularly scheduled meeting of the Board of Directors. The Board of Directors shall either: act on the recommendation; modify the recommendation; conduct its own hearing; or, veto the recommendation.

10.9.7 Witnesses

Any Club Member or group of Club Members may be required to appear before the Board of Inquiry and/or the Board of Directors, to show cause why he/she or they should not be disciplined or expelled from the Club for misconduct as described in these By-laws. Any Club Member willfully refusing to appear before a Board of Inquiry and/or the Board of Directors after notification sent by USPS certified mail shall be immediately expelled from the Club by a majority vote of the Board.

10.9.8 Board Actions Effective Immediately

The Board of Directors may by a majority vote, censure, reprimand, discipline, suspend the privileges of a Club Member or expel a Club Member based upon the recommendations of the Board of Inquiry. All expulsions shall become immediately effective.

10.10 Obey All Rules & Laws

Unlawful activity or illegal conduct of any kind is not allowed on Club property. Club employees, Club Members, and their guests are required, while on Club property, to obey all Club rules and all Federal, State and local laws that apply.

10.11 Non-Discrimination to Everything

All Club activities and business are to be conducted and considered without regard to race, creed, color or sex, sexual orientation, national origin, religion or any other protected class or group that that may be added by state or federal law in the future.

The following is the GENERAL and ADMINISTRATIVE area of the Policy & Procedure Manual of WEGC.



GENERAL & ADMINISTRATIVE

11.0 Forms

The following table is a copy of the Webpage showing the frequently used WEGC Forms. NOTE: This page is under construction. Some links may not be accessible until we are completed. If you need something that is not accessible, contact: <u>webmaster@wegc.org</u> Thank you for your patience. Club FORMS and Documents - downloads and access Updated June 12, 2018

FORM - Webpage (with links)	Description – NOTES
Bay Reservation Recreational	Webpage Information Submitted to <u>reservation@wegc.org</u> - 2-week lead time recommended
WSO-(WEGC Range Safety Overseer) Certification (Recreational bay rental events)	WEGC Safety Overseer All Bay Recreational Reservation events must have a 1:3 Overseer: Guest ratio. Your guests can take the WSO online program to obtain addn'I overseers. (Full Members are overseers) Associates must take WSO or Range Safety Orientation to act as an Overseer.
Bay Reservation Non-Recreational	Webpage Information
1. DOWNLOAD NON-RECREATIONAL BAY RESERVATION CHECKLIST	Must be submitted to Board of Directors board@wegc.org
 <u>NON RECREATIONAL BAY/RANGE</u> <u>RESERVATION CONTRACT TEMPLATE</u> <u>NON RECREATIONAL BAY/RANGE</u> <u>RESERVATION SHOOTING PLAN</u> 	 All paperwork must be submitted to Board of Directors before an event can be approved and placed on the club calendar. 2+ month lead time recommended. Business meetings occur 2nd Tues of each month.
TEMPLATE	
<u>CLUB Reimbursement request Form,</u> <u>expenses</u>	Authorized club expenses may be reimbursed. This form must be submitted to club Officers for reimbursement. Updated Apr 12, 2017 <u>http://tinyurl.com/WEGC-reimbursement</u>
CLUB CONTACT(S) info PAGE .PNG image file .PDF	Officers, Directors, and key personnel contact information
By-Laws User Forum	Requires registration and login to access document <u>2-10-2015</u>

	revision
ELECTION - Nomination, Intent to run for office FORM	In lieu of using FORM, an email to <u>election@wegc.org</u> may be submitted. A one page candidate statement is allowed for each candidate.
Incident Form-WEGC Range	All incidents shall be reviewed and evaluated by the Bod at the first BoD meeting following the receipt of the report. All Incident Reports shall be kept on file for a period of two (2) years from the date received. Email to <u>board@wegc.org</u> Board of Directors -or- <u>range@wegc.org</u> Range Director
Limited Member WAITLIST	Shooting F, Sat, Sun . Enter info on form to get on list.
Limited Member renewal reminder FORM	Submit your information to get a reminder to renew. Preserve your membership. You will receive a notice aprox 30 days before your expiration date.
New Full Member Responsibility Checklist	Every new Full Member is required to agree to these items and adopt them as part of membership responsibilities.
PDF	
Full Member Application WAITLIST APP ONLINE	Use ONLINE WAITLIST FORM FIRST. A pre-filled application. To request pre-filled application after using online waitlist, email to apply@wegc.org or text us with request
Full Member, new member <u>QUICK</u> <u>REFERENCE</u> guide	Courtesy of new member Doug Owsley Updated April 12 2018
MEMBERSHIP INFO UPDATE PAGE FORM	Did you move recently? Change your phone, email, or personal information? Stay in contact with your club and send us your updates. Voting, renewal, club announcement are important. WE WANT TO STAY IN TOUCH with YOU.
Full Member WAITLIST Form	
Directors Match Scheduling Request - Directors Submission Form	Annual and special events submission form. Annual is due each Fall for upcoming year.

.PDF	
.DOC	
Online Range Safety Orientation	Designed for Associates wanting their own card and others needing a refresher. Quiz included
DOWNLOAD STUDY GUIDE	
Dalay ODEATION AMENDMENT	POLICY- user forum
Policy CREATION, AMENDMENT, APPENDMENT -14day notice	
	FORM download
	Submit to policy(at)wegc.org
	Log-in reqd to User Forum
Range Maps, bays, pads -Webpage	Bay numbers reassigned. Construction of UPPER RANGE - 2018 May
	update
https://www.wegc.org/wordpress/wp- content/uploads/2019/03/pnp-request-	
form-feb13-2019-re.pdf	
	This visual explanation will help to understand shared-use of
Long Range Rifle pad availability	bays/pads. <u>https://www.wegc.org/wordpress/wp-</u>
	content/uploads/2019/03/Policy-request-form-rev-3-22-2019.pdf
<u>.PDF</u>	
Range Rules - webpage	
.PDF	RANGE RULES UPDATED- May 5, 2018 (to update, bay renumbering) NOTE: .
	More file options available on webpage.
<u>.DOC</u>	
Inventory CHAIN OF CUSTODY-pdf	Inventory transferred to others must document and record transfer
Cuchabita First Aid	WECC First Aid Cuidelines Undeted May 2012
Snakebite First Aid	WEGC First Aid Guidelines Updated May 2013
.PDF	
Emergency Trauma Center Map pdf	Arrowhead Regional Medical Center (ER/Trauma entrance is off of
	Meridian) 400 North Pepper Ave. Colton
<u>.PPT</u>	Kaiser Permanente Medical Center (ER entrance is off of Sierra)
	9961 Sierra Ave. Fontana

<u>Waiver, Liability Release, Adults &</u> <u>minors - pdf</u>	Members must fill out each year. Guests must fill out each visit to the range. Adopted 02-12-13
PARENT /LEGAL GUARDIAN PERMISSION & RELEASE FORM FOR MINOR TO USE FIREARMS <u>YSSP user forum</u> <u>PDF download</u>	Each child must have a new form filled out for each outing at the range. The form must accompany the minor and be filled-out completely.

11.1 ACCIDENTS AND INCIDENTS

11.1.1 Loss of Money and Property

An oral report is required immediately to report any theft or disappearance of club money, property, or equipment, or theft or disappearance of property of employees, members, or guests wherever located.

11.1.1.1 Procedures for Reporting Loss

11.1.1.1.1 Telephone Report - Upon discovering a loss of money, property, and/or equipment:

1. The individual must immediately telephone the Range Officer to report any forced entry or known robbery or burglary.

2. The Range Director must telephone the President within 24 hours of any loss not involving forced entry or known robbery or burglary.

3. A determination will be made by the Range Director to call the local police, Forestry Department, or other government agency for immediate investigation.

Written Report – As soon as practical after discovering the loss, the Range Director must prepare a report of the incident. A copy of the police report should be attached if available. This report shall be presented at the next regularly scheduled club meeting.

A report shall be made for errors in record keeping or making changes, when the amount is \$50 or greater, even though theft is not suspected.

<u>11.1.1.2 Statements Regarding Loss</u> - Employees should not make any statements regarding a loss to the press or anyone other than members of the Board of Directors or the police agency that has been called by the Range Director.

<u>11.1.1.3 Insurance Coverage</u> - The club does not carry insurance against theft, burglary or other losses of property. It is incumbent upon all the member of the club Directors to prevent theft by properly locking the doors on all the storage containers and buildings. Any member observing an act of theft, vandalism, or other loss to the club is to record the license number of the vehicle involved and report it to the rangemaster if he is present, otherwise the range officer as soon as possible.

11.1.1.4 Damage to Club Property

Any damage to the club property, including fire must be reported to the Range Director as soon as possible. In turn he will notify the club President. If any member observes someone damaging club property they are to attempt to obtain the name of the subject(s) involved and / or the license number of the vehicle they are driving and report the damage, as soon as possible, to the range-master or, in his absence, the Range Director.

11.1.2 Wrongful Acts or Errors and Omissions

Any wrongful acts by any club member shall be dealt with on a case by case basis. Although this document has been established with the good of the club in mind, WEGC shall not be held responsible for any errors or omissions in this document.

11.2.1 Code of Conduct

Code of Conduct

It shall be the policy of West End Gun Club every member shall, when on any club property or interacting with any club member or guest of any club member, follow these rules of conduct.

- 1) Treat every person with respect.
- 2) Be courteous in dealing with fellow members and / or guests of members.

3) Conduct yourself in a manner which shall foster the greatest harmony and cooperation between members and or guests.

4) Treat everyone as you yourself wish to be treated.

5) Do the RIGHT thing.

No member shall intentionally or willfully subject any member or guest of a member to any harassment, derogatory language, embarrassment or threats.

It is the policy of WEGC to provide a stress free environment for our members and their families.

11.3 ACTIVITIES FOR PROFIT

11.3 Activities for Profit on Club Properties

These regulations and procedures pertain to any income producing activity by organizations, whether or not the activity realizes a profit. Club regulations having implications for fund raising activities by organizations follow.

11.3.1 Use of buildings, grounds and facilities: All current "use of facilities" policies and regulations shall remain in effect. Any organization or enterprise which declares a dividend among its members or from which members derive financial profit may use the Club's buildings or grounds, under the same conditions as non-member groups. The use of Club facilities should not imply an endorsement of any individual group or organization, and the name of the Club shall not be identified in any way with aims, policies, programs, products or opinions of any individual, group or organization which may meet in Club buildings or on Club grounds in accordance with these regulations.

Written permits for the temporary use of Club grounds, buildings or rooms therein for any purpose other than regularly meetings or matches must be secured in advance from the Board of Directors.

All classes, meetings or assemblages of any sort held in Club buildings or on Club grounds are subject to all U.S. and California laws and Club requirements, rules and regulations. In addition, all groups are expected to take proper care of the facility and observe the simple rules of courtesy, decency, and good manners at all times. Any failure to abide by these requirements may cause permission for use of the facility to be withdrawn at any time, or for future permission for use of any Club facilities to be denied.

11.3.2 Procedures:

11.3.2.1 Submit Request - A recognized organization desiring to engage in a fund-raising activity on the Club property must submit a Request to the Board of Directors, no later than one week prior to the proposed date of the activity. The organization must provide:

A description of the activity

The proposed date and location

A detailed budget of all anticipated costs and projected income.

A written proposal of how the new income is to be spent.

11.3.2.2 Cancel Reservations - Should the activity be cancelled, the organization should contact the Board of Directors, to cancel the reservation for use of the facility.

11.3.2.3 Tickets - All tickets should be pre-numbered. They must clearly state the admission price. Sales tax must be listed separately or the ticket should state that sales tax is included in the ticket price. Different color tickets should be printed for each price category. The tickets must also state organization name, event name, date, and time.

11.3.2.3.1 Tickets to be used for a drawing should have one portion to be given to the customer and one to keep for the drawing. Both portions must be numbered. --The dollar amount must be listed as a donation. -

11.3.2.4 Submit a Financial Report -- Following the conclusion of the fund raising activity, the Treasurer of the organization must submit a Financial Report to the Board of Directors.

11.3.2.5 Costs and Other Requirements:

The activity may not be held in places or at times where, in the opinion of the Board of Directors, such activity would constitute a clear and substantive interference with the conduct of matches, classes, business, pedestrian or vehicular traffic, or other Club functions.

11.3.2.6 Cost Incurred by the Activity - The sponsoring organization will be responsible for any cost incurred on the part of the Club, including clean up, special construction, set up costs, and extra toilet, refuge and security as deemed necessary by the Board of Directors. The recognized organization may be required to show cash available in an amount adequate to cover contract, set up and other costs prior to approval of the activity.

11.3.2.7 Food Products - If food products are involved in the fund raising activity, the sponsoring organization must conform to local, state and federal guidelines.

11.3.2.8 Contractual Agreements - The sponsoring organization must plan its fund raising activity with the Board of Directors four weeks in advance if any contractual agreements are proposed. Contractual commitments are to be made by the organization and not West End Gun Club unless Club funds are being committed.

11.4. Types of Allowable Fund Raising Activities

11.4.1 Method/Intent of Activity - Either the intent or the method of the fund raising activity must be shown to be in keeping with the appropriate goals and objectives of the sponsoring organization.

11.4.2 Location of Activity - A fund raising activity that involves outright solicitation of funds with the donor receiving no tangible return, such as a commodity, program, service, etc., shall be restricted to the location inside the Club meeting house.

11.4.3 Staffed Table or Booth - Activities involving the outright solicitation of funds must take place at a staffed table or booth rather than through roving solicitors collecting monies through the area via containers, etc.

11.4.4 Use of Funds - Funds derived from fund raising activities should be used for the preservation of Second Amendment Rights, charity, scholarship, education, and social events of the organization.

11.4.5 Outside Support - The organization may desire to seek the support of an organization or business that is not part of the Club. If the organization wishes to pursue such avenues, disclosure of this association must be made at the time the request is made.

11.5 Alcoholic Beverages on Club Property

11.5.1 Use of Alcoholic Beverages on Club Property

The use or possession of any alcoholic beverage is prohibited on all Club properties while participating in any shooting activity. Only after all shooting activities have ceased and all firearms, ammunition and related equipment are properly stored away may alcoholic beverages be consumed in moderation. The containers must be properly disposed of so as not to conflict with any applicable federal or state laws and Club requirements, rules and regulations. Once any alcoholic beverage, in any amount, has been imbibed, that person may not resume shooting that day. Violation of this policy may result in the loss of club membership or in the case of non-members, expulsion from club property indefinitely.

11.6 Authorizations for Expenditures

11.6.1 Authorizations for Expenditures: Any employee or Club member who commits the Club to a purchase, sale, lease or other arrangement without prior proper authorization may be personally liable for the transaction. Match Directors have the discretion to purchase supplies and other items to safely and efficiently run their matches. These expenditures should not exceed \$100 for each match, without the authorization of the Treasurer. The Directors are authorized to use match proceeds to either purchase these items or to reimburse themselves after the match. These expenses are to be reasonable, i.e. that the match generates proceeds of at least \$4 per entry back to the club after expenses. Shotgun should generate a minimum of \$2 per entry back to the club after expenses. All expenses are to be documented on the match proceeds reporting forms and accompanied with receipts.

11.6.2 Purchasing - If a purchase is anticipated, request a check from the Treasurer prior to the purchase if possible. There are several companies that we have accounts with, and they will invoice us for the charges. **11.6.2.1** For other purchases where personal funds are expended, reimbursement for the purchase of supplies, equipment or services shall be presented to the Treasurer, accompanies with all pertinent receipts and invoices. The Treasurer has the sole responsibility of determining if the expenses are legitimate and appropriate.

11.6.2.2 Expenditures Benefiting and Employee or Member - Expenditures which directly benefit an employee or Board Member, such as travel, require the approval of either the Treasurer or the Board of Directors.

11.6.2.3 The exception is mileage reimbursement for the Range Office, Building and Maintenance Officer when conduction Club Business, which can be approved by the Treasurer.

11.6.2.4 The Treasurer's mileage reimbursement requires the President's approval.

11.6.3 Types of Expenditures - Types of expenditures requiring administrative approval include, but are not limited to:

11.6.3.1 Travel, including airfare, rental vehicles, lodging and meals, whether reimbursed on an Expense Voucher or paid directly to a vendor.

11.6.3.2 Food or meals that are not part of travel.

11.6.3.3 Registration fees, such as for a conference.

11.6.3.4 Dues for individual memberships in professional societies, associations or certifications and or training.

11.6.3.5 Any other direct reimbursement of expenses.

11.7 Club Buyer

11.7.1 Club Buyer: The Club Buyer or Buyers (as there may be more than one, preferably in different geographic areas), shall possess a Federal Firearms License and all other local and state licenses to legally and lawfully conduct a business of buying and selling firearms. His duties include providing the means to legally transfer firearms for the members. The Buyer shall provide a discount to the club members that elect to use his services, but in no case is he required to subsidize any purchase or service of a member. The discount that he offers shall be disclosed to the members of the club upon presentation of a valid current membership card. The Buyer may place an advertisement in the club newsletter, without charge as determined by the Editor. The buyer's annual membership dues are refundable upon his good standing in the club and upon request.

11.8 Clubhouse Management

11.8.1 POLICIES Boy Scout Troop has access to clubhouse including a key – (April 2009) **11.8.1 PROCEDURES** Key given to Scouts, through the Scout Troop leader. The Board approved the idea of a key for the Scout leader provided the Club is notified of when Scouts will be using it.

11.9. Communications

11.9.1 Local Telephone Service

11.9.1 Local telephone service is provided for the club answering system. Toll numbers should be blocked, and only the minimum service is to be provided. Outgoing calls are not to be made on this telephone line. If telephone service is required to complete a board or committee member's duty, they may present a copy of the telephone bill, indicating the calls made on behalf of the club for reimbursement.

11.9.2 Cellular Telephone Service

Cellular Telephone Service may be provided to the Range Staff on the range property for emergency use only. However, if the Range Staff has his own cellular telephone, and wishes to have it on standby at the range, then if it is used for emergency purposes, the club will reimburse the monthly charge for the month that it was used.

11.9.3 Long Distance Telephone Service

No long distance telephone service is to be contracted by the club.

11.9.4 Mail Services

The club utilizes the U.S.P.S. for its mailings, and should seek the best rates available for its mailings. The newsletter should be sent out as a bulk mailing to those who do not have e-mail addresses. Postage is provided for club business to the secretary, Treasurer and other Board Members that request it, for the club mailings.

11.9.5 Club Publications

11.9.5.1 At regular intervals, the West End Gun Club Bulletin will be published to the membership. This newsletter will present articles from the Club President and individual Match Directors. At times there will be articles of interest from the other Board Members, other members or outside sources. The preferred media is over the internet to individual member's e-mail addresses, but for those members who do not have e-mail addresses, a printed copy will be mailed to them at bulk rate. It is the responsibility of each individual club member to provide their current address information. Past issues of the newsletter are not generally mailed out after their bulk issuance.

11.9.5.2. <u>Newsletter – Distribution</u>

1. All classes of Members shall be queried on the application for membership, or on the annual renewal of their membership, about their preferred preference for method (electronic or mailed) of receiving the monthly issue of Bullet-In (WEGC News Letter).

2. Any member may change their preference designation by contacting the Membership Director (or his assistant) and stating their new desired preference.

 The mailing, or distribution list, shall be maintained by the Membership Director and kept current (monthly is adequate) and provided to the News Letter Assistant and Web Master who will maintain their respective mailing/distribution list. These lists shall not be made public without Board of Director vote.
 The distribution list shall be maintained by the Membership Director. [Approved September 2019]

4. The distribution list shall be maintained by the Membership Director. [Approved September 201

11.9.6 Website and E-Mail Addresses (Electronic Data Communication)

The Club website is WEGC.org, and the e-mail address for the editor is <u>webmaster@wegc.org</u> and <u>news@wegc.org</u> This person shall be designated as the Web-Master. Administrative oversight of the webpage shall be the responsibility of the Web-Master.

11.9.7 Automatic Answering System (Computerized)

The club maintains a computerized answering service, detailing the board members telephone numbers, general access conditions to the range, and in special circumstances, urgent general messages. That telephone number is (909) 781-4486.

11.9.8 Club Identification

In all publications, presentations and news releases, the first reference should be the West End Gun Club. West End Gun Club must appear on all publications directed to external audiences. WEGC Logo - In accordance with West End Gun Club guidelines, the WEGC logo is the official logo of the club and should be used on letterhead, envelopes, membership cards, business cards and publications. Camera ready copies of the graphic image are available from the editor.

11.9.9 Publication of Directors Telephone Numbers

The telephone numbers of the Board of Directors are to be published in the Club's Newsletter to allow club member's access to and contact with Board members. These telephone numbers are not to be published to the general public without the express permission of the respective Board member. The telephone numbers will also be electronically recorded on the computerized answering machine so information about the club and its activities can be disseminated effectively.

11.10 Media Relations

Media relations are the responsibility of the editor.

11.11. Contracts for Services

11.11.1 Contracts for Services: A contract is required for any services that the Club obtains involving payment in excess of \$500. A contract may not be necessary for those services involving payment of less than \$500. The Treasurer processes all service contracts. Questions about whether a contract or written agreement is necessary should be directed to the Treasurer.

11.11.2 Approval Process -- Directors will submit in writing all contracts concerning their appropriate discipline, and provide a copy to the Treasurer. Either the Treasurer or the requesting Director will present the contract to the Board for approval by majority vote.

11.11.3 Preparing a Contract - Contact the Treasurer or Secretary for assistance

11.11.3.1 Processing a Contract:

11.11.3.1.1. Two copies should be signed by the other party.

11.11.3.1.2. Both copies of the signed contract are sent the Treasurer for signature on behalf of the Club.

11.11.3.1.3. After the contract is signed on behalf of the Club, one fully executed copy will be returned to the unit.

11.11.4 Payment for services

Upon the completion of the services, payment is initiated by presenting an invoice, billing statement or other documentation of expenditure to the Treasurer

11.11.5 Reimbursement for Travel Expenses - Travel expenses will be reimbursed in accordance with standard WEGC policies and procedures.

11.12 Internal Auditing

11.12.1 Internal Auditing:

Any of the active Board members, or an individual or individuals directed either by the President, his appointee, or the majority vote of the Board, shall be able to conduct an internal audit and shall have unrestricted access to all Club operations, records, property and personnel. The function of an audit shall be to assist the Board in the effective discharge of responsibilities by furnishing objective analyses, appraisals, recommendations, and pertinent comments concerning the activities reviewed.

11.12.2 Program Objectives:

Conduct periodic reviews to determine whether Club organizations and functional units are effectively carrying out their responsibilities of planning, accounting, custody, and control, in accordance with Board directives and high standards of administrative practice.

Report to the Board members on the results of each review, the opinions formed, and the recommendations made.

Evaluate plans and actions taken to correct the reported conditions to insure satisfactory disposition of audit findings; and, if the disposition is considered unsatisfactory, see that further discussions are held.

11.12.3 Program Activities:

Reviewing and appraising the soundness, adequacy and application of accounting, financial, and operating and safely controls.

Reviewing the reliability and integrity of financial and operating information and the means used to identify, measure, classify, and report such information.

Reviewing the systems established to insure compliance with those board directives and appropriate laws and regulations which could have a significant impact on operations and reports, and which should determine whether the organization is in compliance.

Reviewing the means of safeguarding assets and, as appropriate, verifying the existence of such assets. Appraising the economy and efficiency with which resources are used.

Reviewing operations and programs to determine whether results are consistent with established goals and objectives; operations and programs are being carried out as planned; and, benefits are being received.

Reports and Follow-up - If requested in the Internal Auditing Report, within 30 days after the audit report is received, the appropriate Director is responsible for insuring that:

Any reported deficiencies are either corrected or a plan for action is developed.

A written report is made to the Board, outlining the action taken or planned. If a plan for action is reported, a second report must be made promptly upon completion of the plan.

If there is any disagreement with an audit recommendation, the reason(s) must be detailed in the report to the Board. The matter will be resolved at the President and Vice President level.

11.13 Leases

11.13.1 <u>Personnel involved</u>

Procedure - standard draft lease agreement to serve as the basis for future lease agreements, with the understanding that the basic language can be modified and adapted by the Board as needed with individual lessees. The Agreement Template is located in the forms Section 11.13 [adopted-June 2009]

11.14 Legal

The club voted to continue using its current law firm with a name change. The firm's new name is Michel & Associates. *note- law firm formerly known as Trutanich, Michel, & Associates [adopted Sept 2009]

11.15 Member's Day

The 5th Saturday and 5th Sunday of each month are DECLARED MEMBER'S DAYS. Np matches or discipline shoots are scheduled. Full members and their guests have use of the entire back range areas.

11.16 Notice of Nondiscrimination

WEGC's Notice of Nondiscrimination

Applicants for membership and employment, employees, sources of referral of applicants for membership and employment, are hereby notified that this institution does not discriminate on the basis of race, color, religion, national origin, ancestry, sex, age, disability, status as disabled veteran or veteran of the Vietnam era in admission or access to, or treatment or employment in, its programs and activities. Any person having inquiries concerning the West End Gun Club's compliance with the regulations implementing Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990 is directed to contact the Board of Directors at a regularly scheduled Board meeting.

11.17 Payroll Check Distributions_this should move to financial area or employees?? 14.???

Payroll checks will be mailed to all employees by the Treasurer, on or about the 1st and 15th of the month. The employee is responsible for the delivery of his or her time card to the accounting firm.

11.18 Pets on Property

Individuals who bring pets on Club property are subject to the following guidelines:

GUIDELINES FOR PETS ON CLUB PROPERTY

All pets must be leashed and under the control of an adult. Except for animals trained to assist persons with disabilities, all pets, which are unleashed, or leashed and unattended, on Club property, are subject to impoundment. A loose pet trailing a leash, or one tied to a fixed object, is not under the control of an adult. Pets left unattended in motor vehicles on Club property are subject to the same rules and regulations if they become a nuisance or if the welfare of the animal is threatened.

Pets Permitted on Grounds, Not in Buildings - Pets on a leash and under the control of an adult are permitted on Club grounds, but are not permitted within Club buildings or storage facilities. Exception: animals trained to assist persons with disabilities.

Any pet found within a Club-owned or leased building may be impounded. Impounded dogs or other pets may be reclaimed by the owner at the local Humane Society upon the payment in full of all costs incurred as a result of the impoundment, including any veterinary expenses.

<u>11.19 Policy & Procedure Amendments</u> this should move to 16. ??? Near by law changes??? POLICY

All policy/ procedure amendments, addendums, and new creations: be submitted to the committee members and the Board of Directors, no less than 14 days prior to consideration at any club/board meeting.

11.19.1 PROCEDURE

1. Download **Policy Request Form (PRF)** and enter information into prompts. Provide as much information necessary for the Policy and Procedures Committee and the Board of Directors to evaluate the request: for a new policy, an amendment, or an addendum (to an existing policy).

2. Email filled-out form to policy@wegc.orgat least 14 days prior to Board of Director's action.

a. An email will be circulated to Committee members and Board members.

3. Comments and input should also be circulated through policy@wegc.org and presented to the Board of Directors at the next meeting where at least 14 days' notice has been provided.

11.19.2 W.E.G.C. POLICY REQUEST FORM is located in the Forms Section 16.2.7 and on the WEGC Web Site

11.20 Posting Materials on Club Property

11.20.1 Posting of Materials on Club Property: Individuals or groups who post materials on Club property are responsible for following these regulations.

11.20.2 REGULATIONS

11.20.2.1 Bulletin Boards or Designated Areas -- All posters, signs or other materials must be placed on bulletin boards or in designated areas. Exterior bulletin boards are considered free bulletin boards for appropriate use; however, priority of space will be given to Club sponsored activities. Interior bulletin boards are for appropriate materials and should be used after the material has been reviewed and approved by the President, Vice President, Secretary or Editor.

11.20.2.2 Other Areas -- No posters, signs or other articles shall be pasted, nailed, taped, stapled, or otherwise attached to any part of the interior or exterior (including windows and doors) of Club buildings or light posts, telephone poles, trees, trash receptacles, or automobile windshields except as approved by either the President, Vice President, Secretary or Editor.

11.20.2.3 Sponsoring Organization -- The sponsoring organization must be identified on all posters and materials.

11.20.2.4 Placing & Removing Posted Material -- Material should be posted one week prior to the event or

the beginning of ticket sales. After the event, the person or group who posted the material is responsible for removing it.

11.20.2.5 Violations -- Violations of these regulations may be considered acts of vandalism and will be subject to appropriate action.

11.21 Real Estate Contracts – Leases Should combine with other @ use of facilities 11.13, & other lease scattered @ 13.23

Real Estate Contracts, Leases

All contracts or written agreements involving WEGC real estate must be approved by 2/3 majority vote by the Board of Directors of the West End Gun Club.

11.18 <u>Smoking Policy</u> numbering????22 or move leases???

11.18.1 Smoking Policy: Smoking is prohibited in all buildings owned, operated or leased by the West End Gun Club. Smoking is prohibited on the range as well. You only smoke inside your closed vehicle. All smokes must be extinguished inside your vehicle prior to exiting.

11.18.2 Responsibility: All members of the Club share the responsibility of adhering to and enforcing this policy, and have the responsibility for bringing it to the attention of visitors. Any complaints should be brought to the attention of the appropriate Club authorities. If conflicts or problems should arise, environmental, safety and health considerations will prevail.

The following is the <u>RANGE SAFETY and MANAGEMENT</u> area of the Policy & Procedure Manual of WEGC.



12.1 Bay Reservations

12.1.1 POLICIES

-RECREATIONAL BAY RESERVATION POLICY- is located at Section 12.1.2 <u>last update_October 2016</u> -NON-RECREATIONAL BAY RESERVATION POLICY is located at Facilities & Equipment Section 13.22 <u>last update</u>

12.1.2 PROCEDURES

12.1.2.1 –FORMS see section 16.2 12.1.2.2 -CHECKLISTS 12.1.2.3 -APPROVALS 12.1.2.4 -CALENDAR

12.1.3 Member Reservation Policy for Recreational Shooting:

Under this policy members may reserve shooting bays for recreational, non-commercial use only. The Reservation Committee will be made up of the Vice President, Range Director and Web Master. A Reservation Interest Form (RIF) must be given to the Vice President, at least 2 weeks before the requested date, who will check the calendar to see if the bay is available on the date requested. It is recommended that the member give a shooting plan with the RIF, but is not required. Final approval requires submission of a shooting plan.

The Vice President will give the RIF within 2 days of receipt to the Range Director who has 4 days to approve use of the bay, subject to the shooting plan. Upon receipt of the shooting plan, the Range Director and Vice President will respond within 2 days to the member if their use of the bay is approved or denied. Both the Vice President who checks the calendar and the Range Director who checks the shooting plan for safety must approve the request. In case the Range Director is not available, his assistant can take his place temporarily on the committee. If the Vice President is not available then his assistant can take his place on the committee. If needed the Web Master can also substitute for the Vice president or Range Director filling their respective roles in order to meet time deadlines for denial or approval of the RIF. The Web Master's responsibility is to put the approved date on the master calendar on the WEGC web site or substitute as needed for the Vice President or Range Director.

Any submission of a RIF with less than 2 weeks until the requested date is an emergency submission. Emergency submissions require the submission of a shooting plan with the RIF if order to have a timely approval or denial of the request. Emergency RIFs are discouraged and may not get approved. The cost of reserving one bay is \$100 per day. The money must be paid in advance to the employee on duty at the range on the day of the reservation. The number of shooters allowed will be based on the shooting plan. All current range rules must be followed. [approved October 2016]

12.1.4 WEGC Recreational Bay Reservation Request Form is located in the Forms Section 16.2.8 and on the WEGC Web Site

12.2 Berms Use & Safety

12.2.1 Policy and HISTORY Net History

July 2017- Sept 12 2017 - adjusted minutes approved by BoD

Interim policy-Berm policy: Treasurer reported that the ad hoc committee assigned to consider berm policy recommends the following as a motion: That "at all matches, the match director will only place targets, that if the shooter unintentionally shoots too high over an impact berm, the bullet being fired will impact only a hill down range adjacent to the shooting bay, even if traveling over another bay. Match directors shall insure that the impact of bullets fired into impact berms shall not be higher than 50% of the height of the berm." The motion received a second and was approved.

12.2.2 BERM DEFINITION Nov 14 2018

All berms to be designated IMPACT BERMS, eliminating (safety berms) as a designation proposed by George Zagurski, 2nd by Terry Ahlgren

Quote

Earthen shooting bay Berms are currently referred to in various club documents as "Impact Berms, Side Berms and Safety Berms."

All "Berms" at WEGC are designed to stop the impact of a fired projectile. I propose that all "Berms" be referred to as "Impact Berms." Renaming to them "Impact Berms" adds clarity and defines the purpose of these "Berms."

The shooting disciplines currently use the "Rear and Side Impact Berms" during matches and there is an interim procedure currently prohibits the General Membership from shooting into the "Side Impact Berms." Adding restrictions and prohibitions to which berms can be deliberately shot into can be determined by Board vote or by Range Safety concerns can be addressed as required.

Additional descriptors such as "Rear", "Back", "Side", "Unauthorized", "Prohibited" or "Authorized" can proceed the term "Impact Berm" to determine proper orientation.

12.3 Emergency Procedures

In the event of an emergency situation, maps to the nearest hospital shall be available located in front of the main range building. The nearest hospital is located at 400 North Pepper Ave. Fontana, Ca. Phone (909) 580-1000. In the event of evacuation of the range facilities, the main road out must be used to vacate the range to Sierra Ave. Sierra Ave. can then be taken to the 15 freeway.

12.4 Environmental Stewardship Plan (ESP) [66 Pages See Website]

The environmental stewardship of the WEGC outdoor shooting ranges is structured as an Environmental Stewardship Plan (ESP) providing written guidance specifically appropriate to planning, implementing, monitoring, and documenting the progress of environmental operation, maintenance, and management of the WEGC ranges. It contains background, context, rationale, elaboration, and other discussion important for the present and future Boards of Directors to understand legal, regulatory, and policy issues necessary for sound environmental best management practices (BMPs) in the best interest of WEGC.

12.5 Best Management Practices

This document implements the EPA (2005) guidance entitled *Best Management Practices for Lead at Outdoor Shooting Ranges* at WEGC. It is consistent with guidance documents from EPA (2005), NSSF (1997), ITRC (2005), and NRA (2012). Like these documents, it focuses on contamination by materials associated with legitimate and appropriate firearms shooting.

Best Management Practices (BMP) see Section 16.6.1 & See Website [27 Pages]

NRA Range Manual [CD Storage] See Website →

BMP Annual Reports See Section 16.6.1 for the available BMP annual reports.

12.6 NRA Range Manual [CD Storage See Website]

12.7 USDA – NRC ----- Program Authority

The Board agrees to assign the authority to the President of the Board, Dan Shapiro, to sign or bind the West End Gun Club, Inc. to legally binding agreements or contracts in order to participate in the USDA-NRCS and USDA-FSA programs starting April 1, 2016. This authority is granted continuously and/or throughout the life of an approved contract, including the authority to negotiate terms of any contracts that may call for installation of any practice, vegetative or structural. Any decisions respecting this organization require prior Board approval.

12.7.1 Road Grant (USDA - NRC) See Section 16.3. Website [44 Pages]

12.7.2 Signature Pages USDA – NRC Agreements & Contracts

12.7.3 Images of Road Grant are found at Agreements see Section 16.5.1.

12.8 Rattlesnake Bite Policy & Treatment

12.8.1 Rattlesnake Bite Policy. ------ First Aid Procedure.

1. Get to safety, away from the snake.

2. Call 911, get help on the way. (If you call from a landline, your location is displayed to 911. If you call from a cell phone it goes through the CHP 911 dispatcher in Sacramento and this will take more time.)

- 3. Apply direct pressure to the wound.
- 4. Keep the wound lower than the heart.
- 5. Apply pressure via a loose tourniquet about 2 inches above the wound, toward the heart.

6. Keep the victim still and calm for 15 to 20 minutes to lower the heart rate. It is preferable to carry the victim or bring transport to them during those 15 to 20 minutes. If the victim has to move/walk after 15 to 20 minutes, do it slowly enough to keep the heart rate low.

7. Transport victim to medical help, directly to a hospital or meet EMTs at a rendezvous point.

All rattlesnake venom has protein venom designed to kill its prey and also is the first step in its digestion. The venom starts to break down (eat) the prey's tissue. Some rattlesnakes have venom that is also a neuro-toxin which is designed to shut down breathing and stop the heart.

The reasons for 3 through 6 is to let the venom settle in just the bite area. Panic, exertion or raising the victim's heart rate will pump fresh venom via the circulatory system to major organs and muscles, which it will then begin to shut down or digest (eat).

Keeping the wound below the heart, staying calm, applying pressure and a loose tourniquet just above the wound will help prevent the bloodstream from moving venom to major organs and muscles, which can be fatal.

12.8.1 Rattlesnake Treatment

1. Get to safety, and away from the snake. Protect the person and others from further bites.

2. Call 911 immediately, and get help on the way. (If you call from a landline, your location is displayed to 911. If you call from a cell phone it goes through the CHP 911 dispatcher in Sacramento and this will take

more time.). Use others to assist you if they are present and able. Responding quickly in this type of emergency is crucial. While waiting for emergency assistance.

3. Keep the person calm. Remain yourself calm. Panic is infectious and compromises judgment. Acute stress reaction increases blood flow and endangers the person. Keep the victim still and calm to lower the heart rate. Monitor breathing and heart rate.

4. If possible, TRANSPORT VICTIM IMMEDIATELY or meet EMTs at a rendezvous point in transit to a TRAUMA CENTER. It is preferable to bring transport to the victim or carry the victim to transportation during initial treatment. If the victim must move or walk to transportation have them remain still & calm for 15-20 minutes and then move slowly enough to keep the heart rate low. This step is to allow the venom to settle in just the bite area. Panic, exertion, or raising the victim's heart rate will cause fresh venom to move to other areas of the body much faster. This should be avoided if possible.

5. Keep the wound lower than the heart – Immobilize a bitten arm or leg - Apply direct pressure to the wound - Cleanse the wound. Use only soap and water to cleanse but <u>do not flush</u> the bite with water then cover it with a clean, dry compress dressing.

6. <u>Do not</u> administer stimulants or pain medications, unless specifically directed to do so by a physician. Do not give the person anything to eat or drink. This is especially important with consumable alcohol, a known vasodilator which will speed up the absorption of venom.

Stay as quiet as possible to keep the poison from spreading through your body.

Remove all rings, watches, and constrictive clothing, in case of swelling. <u>Do not</u> use a tourniquet or apply ice. Apply a splint to reduce limb movement of the affected area but <u>do not</u> to restrict blood flow.
 <u>Do not</u> cut the wound or attempt to remove the venom through any means. <u>Never</u> attempt sucking the venom from the wound by mouth or by using a suction devise.

<u>Do not</u> try to capture the snake, but try to remember its color and shape so you can describe it, which will help in your treatment. It is helpful to remember what the snake looks like, its size, and the type of snake if you know it, in order to inform the emergency room staff.

Note the time of the bite so that it can be reported to an emergency room physician if needed. If possible, try to remember to draw a circle around the affected area and mark the time of the bite and the initial reaction. If you are able, redraw the circle around the site of injury marking the progression of time. It is helpful to remember what the snake looks like, its size, and the type of snake if you know it, in order to inform the emergency room staff.

All rattlesnake venom has protein venom designed to kill its prey and also is the first step in its digestion. The venom starts to break down (eat) the prey's tissue. Some rattlesnakes have venom that is also a neuro-toxin which is designed to shut down breathing and stop the heart.

Keeping the wound below the heart, staying calm, applying pressure to the wound and a loose splint will help prevent the bloodstream from moving venom to major organs and muscles, which can be fatal. The reasons for calm and stillness are to let the venom settle in just the bite area. Panic, exertion or raising the victim's heart rate will pump fresh venom via the circulatory system to major organs and muscles, which it will then begin to shut down or digest (eat).

12.9 Handling Firearms

Handling of Firearms

NO ONE SHALL HANDLE ANY LOADED OR UNLOADED FIREARMS BEHIND THE FIRING LINE. The only exception to this rule is when the Director of a match designates a "SAFE AREA" where UNLOADED firearms may be examined. These firearms SHALL BE examined by the owner of said firearm and the Match Director or his designee to be certain they are safe. Under no circumstances shall any firearm, unloaded or otherwise, be pointed in a direction other than where the match director has stipulated. This direction shall always be in front of the firing line down range and shall NEVER BE to the rear of or behind the firing line.

12.10 Handling of Potentially Hazardous Materials

12.10.1 Management of Hazardous Materials & Hazardous Waste - The management of environmental hazards, including transportation and use of all hazardous materials and the proper treatment and/or disposal of hazardous waste generated through club usage, must comply with the provisions of applicable Federal and State statutes and their associated rules and regulations.

12.10.2 RESPONSIBILITY FOR COMPLIANCE -

Members and Club employees are responsible for being informed of applicable rules and regulations and to comply with said rules and regulations. The club will make every appropriate effort to protect club members and employees from civil penalties imposed by outside agencies as a result of the alleged improper use, storage or waste management practices provided they have made bona fide efforts to comply with appropriate regulations.

12.10.3 Non-Compliance - Non-compliance with Federal and/or State statutes and their associated regulations can result in significant penalties and fines to the club and to its employees as individuals. Failure to comply with the applicable rules and regulations constitutes possible grounds for termination for cause of individual memberships and employees.

12.11 Personal Protective Equipment

12.11.1 PROTECTIVE EYEWEAR - Protective eye and face equipment are required by California state law when there is reasonable probability of an injury that can be prevented by such equipment. No unprotected person should be knowingly subjected to a hazardous environmental condition. Suitable eye protectors will be provided to employees. Use of Protective Eyewear is required while on any firing range at all times that the range is conducting live fire.

12.11.2 PROTECTIVE EARWEAR – Likewise protective ear wear is also required by all persons at all times while

on a range conducting live fire. Suitable ear wear will be provided to employees.

12.12 Upper Range Use -- Suspension

POLICY --- Upper Range Usage Board suspends use of new upper range area until construction is complete. [May 2018]

12.13 Range Development -Reference

WEGC acquired one NRA Range Development book and four CD versions of same. [adopted October 2009]

12.14 Range Master Directives & Requirements - Summary

Range Masters to be trained in Red Cross emergency medical procedures. [Jan 2010]

Additional safety and security requirements for new range vehicle approved. [May 10, 2016] (Facilities & Equipment)

Carry Policy for Range Masters. [June 14, 2016] (Employment)

Sale of ammo on property policy. 2016-10 (Procedures)

Green tip ammo not banned for use at WEGC. - 2016-10 (Range Safety & Management)

12.15 Range Rules – Safety [7 Pages]

W.E.G.C. Range Rules are located in the Forms Section 16.1.1 and on the WEGC Web Site

12.16 Range Safety Orientation - Summary

POLICIES

-FULL MEMBERS, NEW, REFRESHER, ONLINE CERTIFICATION -ASSOCIATES GATE CODE PRIVILEGES, ONLINE CERTIFICATION -LIMITED ONLINE NEW, RENEWING CERTIFICATION -GUESTS, WSO -RBRE & NRBRE ONLINE CERTIFICATION -updated July 2018

12.17 Range Rental Requirements -- Non-Recreational Use

"Non-Recreational Use" is defined as any activity not covered by the Recreational Use Policy. All Non-Recreational Use shall be aligned with our Club's Purpose: WEST END GUN CLUB, INC. (hereinafter referred to as the Club) is a non-profit California Corporation (501 (c)(7) Social Club) dedicated to encouraging organized rifle, pistol and shotgun shooting among citizens of the United States, improving the citizens' knowledge of safe handling and proper care of firearms, improving marksmanship and developing the characteristics of honesty, good sportsmanship, self-discipline and self-reliance as essential to good citizenship. Further, the Club shall achieve these goals by, among other means, regularly hosting and sponsoring as many different educational shooting and organized shooting related events as possible.

1. All rentals and events for Non-Recreational Use must be authorized by Board vote. The Board retains final authority to approve variances from the requirements below.

2. An insurance policy document provided to WEGC with a minimum of \$1,000,000 of liability coverage listing WEGC as a co-insured for all of the dates of the event.

3. A contract agreement Non-Recreational Use rentals listing; the name of the event, dates & times of the event, the name of the sponsor organization, the name of the on-site responsible person representing the event organization, statement of the minimum-maximum number of persons involved, a description of the facilities to be provided by WEGC and a description of all services and or equipment to be provided by WEGC.

4. A WEGC member, employee or a designated agent must be on-site during the event for Non-Recreational Use rentals. That person is responsible to enforce WEGC Range Rules and Policies.

5. A signed WEGC Liability Waiver by everyone on Club property attending the event including spectators.

6. A paid, non-refundable, deposit, 30 days in advance, equal to one day's rental fee for the event, to reserve the facility. Unless otherwise stipulated in the contract, all fees listed in the contract to be paid in full no later than the start date of the event.

7. Non-Recreational Use rentals start at minimum \$200 per day per bay and \$20 per participant per day.

8. A shooting plan which conforms to WEGC policies must be submitted to the Range Director for Board approval prior to the event. [March 8, 2016]

12.18 WSO On-Line Training

Board authorizes an online plan to certify members as West End Gun Club Safety Overseer (WSO). The BoD currently restricts these events to three guests per one member. Many requests cannot meet the ratio criteria and are denied. "The WSO certification trains and certifies non-members that will be present at these events and grant them the authority to Safely Oversee the event to help meet the Club required ratio for these events. [March 14, 2017] WSO program is available to non-recreational and recreational events. WSO certification for two years. [2018-07]

12.19 On-Line Orientation Training - Range Safety

ONLINE ORIENTATION approved as an acceptable alternative to face-to-face meetings. Annual, Life, Conditional, Honorary, Associate & Limited members can use the On-line orientation program for RANGE SAFETY training. [2018-04] & [2018-07]

12.20 Safety & Risk Management

12.20.1 Safety and Risk Management Policy:

The West End Gun Club has an obligation to furnish facilities and an environment that will provide reasonable protection from injury and property damage for employees, members and the public and to be a good steward of funds coming into its possession and to preserve its assets.

12.20.2 EMPLOYEE AND MATCH DIRECTOR RESPONSIBILITIES

In order for the Safety and Risk Management program to be effective, it will be necessary for each employee and match director, particularly those who supervise the various shooting activities and who use or are responsible for club assets, to also actively participate in helping to create a safe and healthful environment.

12.20.3 In fulfilling its responsibility to provide a safe and healthful environment, the club will follow, where applicable, the latest codes and standards of the agencies that provide safety and risk management information.

12.21 Violations, Citations, Warnings

June 2008-(adopted earlier and located in 2006 P&P manual): This policy and practice was in place at the time the club made an extended announcement at the club meeting.

12.21.1 Reminder that Club members witnessing bad range behavior should speak to the individual and get a name so Range Director can handle it. Any member is obligated to show his card on demand; no one without a card (unless a member's guest) should be on the property.

12.21.2 Member Responsibilities:

It is the policy of WEGC to provide a stress free and safe environment for our members and their families and guests while on the range, on any Club property or at any Club function.

A. Treat everyone as you yourself wish to be treated when on the range or any Club property and interacting with any Club member or guest.

B. Treat every person with respect. Be courteous in dealing with your fellow members and our guests while on the range, on any other Club property or at any Club function.

C. Members will always conduct themselves in a way, which will represent the membership of WEGC in the most positive manner and foster the greatest harmony and cooperation between members and or guests.

D. Members will always do the RIGHT thing. No member shall intentionally or willfully subject any member or guest to any harassment, derogatory language, embarrassment or threats.

E. Members are required to carry their membership card anytime they are on the range. Members are required to show their membership card when asked and may also ask to see any member's card while on the range.

F. Any person on the range, unsupervised, who fails to produce a current membership card will be considered a trespasser and can be removed by the SBC Sheriff's Office when called.

G. Any member observing someone damaging Club property, an act of theft, vandalism or any other loss to the Club are to attempt to obtain the name of the subject(s) involved, to record the license number of the vehicle(s) involved and report it immediately to the Range-master, if they are present, otherwise notify the Range Officer as soon as possible. In turn the Range Officer will notify the Board of the incident.

H. Members are required to have a full-sized shovel in their possession whenever they are on the range and not supervised by the Range-master or a Match Director. A 4 lb. or larger fire extinguisher is also recommended.

12.21.3 It is my responsibility to always greet other members or staff on Club facilities by showing my Club membership card when asked and to also ask for those members or staff to show their West End card.

12.22 Citation & Warning -- Forms

WEGC C/W form 07-07-09-Citation and Warning Forms: used to document violations of shovel/fire extinguisher requirements. citation forms for Match Directors and Range Master.

3-part form; one copy each for the member, Range Director and Range Master. [adopted- July 7, 2009]

(from subsequent discussion)

1, The Rangemaster, Match Directors, match assistants and Board members may issue these citations.

2 No discipline until a second citation then a summons to appear and the Board sets the discipline.

3. These are primarily for members who are using the range unsupervised and any guests with them are the member's responsibility. It is possible that a member's guest could violate a range rule and the member would get the citation. It is also possible a match guest shooter could be issued a citation, speeding for example. Range Master could give them a speeding citation to get it on the record that they have been warned. A repetition could earn them exclusion from match participation.

4. FULL SIZED SHOVEL-If you were going to dig a trench for sprinklers would you want a "full sized" shovel or a folding entrenching tool the size of a sandbox toy? The same logic would apply to firefighting applications.

5. DRIVERS are expected to put it in low gear and drive no faster than a person can walk. When it is dry and dusty it is easy to tell, over 5 mph and the dust cloud you make will be bigger than the size of your vehicle.

12.22.1 West End Gun Club Citation – Warning

This citation is issued as an official warning for violations of West End Gun Club rules or policies as established by the Board of Directors. This citation shall be permanently retained in range document file for future reference. A second infraction by the member recorded here shall result in a notice to appear at the next Board of Directors meeting and will result in disciplinary action against the violating member.

Signed _____ WEGC Range Staff

No shovel or fire extinguisher.

A full-sized shovel and/or a 5lb fire extinguisher is required anytime you are on the range.

Driving faster than 5 mph or is safe.

The speed limit for all vehicles anywhere on the range is 5 mph.

Other Club policy or rule violation.

Explanation of other Club policy or rule violations.

End of form

12.22 Work Related Injuries

<u>Work-Related Injuries or Occupational Diseases</u>: Written reports are required for all injuries to members and employees, which occur during the course of, or arise out of club employment. Required Report Forms ---- Medical Treatment ---- Questions

12.23 Youth – Parental Permission:

The NRA and CRPA jointly created a parental permission and release form. It is located at Forms 16.2.9. *A policy statement should be written to advise the membership about the California Law requiring parental permission for all minors to use a firearm. Evidently the provided form must be maintained by the minor and is time limited to each use????*

The following is the **FACILITIES & EQUIPMENT** area of the Policy & Procedure Manual of WEGC.

FACILITIES & EQUIPMENT



13.0 Access to Club Facilities

13.0 Access to Club Facilities

Club buildings are to be locked at all times other than during regularly scheduled meetings and normal working hours to maintain the security of the buildings and their contents.

Access to Locked Buildings

13.0.1 Access to Locked Buildings: ENTERING OR LEAVING A LOCKED BUILDING: An individual entering or leaving a locked building shall be responsible for securing the door and may be held responsible for any loss or damage to club property resulting from failure to do so.

Guests are permitted - An authorized individual may have guests under the following conditions:

13.0.1.1 The guest must stay in the proximity of the member having the assigned key.

13.0.1.2 The authorized individual assumes full responsibility for the presence of the guest.

13.0.1.3 Unauthorized Access - Any authorized individual entering or leaving a locked building shall not permit any unauthorized person or persons, who would not normally be permitted to enter the building during the hours in which the building is locked, to enter the building.

13.0.1.4 Any authorized person having a key to any club buildings or property shall not give, loan, transfer, make copy of or in any way make available said key to any unauthorized person(s).

13.0.2 UNLOCKED BUILDINGS

Buildings are unlocked during normal business hours and regularly scheduled meetings.

Clubhouse Care

13.1. Clubhouse Care: Maintenance Responsibilities

13.1.1 Cleaning and maintaining the club house and grounds shall be the responsibility of the Range Director.

13.1.2 Custodial Services: As approved.

13.1.3 Facility Maintenance, Renovation, and New Construction: As approved.

13.1.4 Grounds: Only as approved.

13.1.5 Shared Responsibilities with Building Tenants (Scout Troop 301)

Grounds

<u>13.2 Grounds</u>: It is every club member's responsibility to keep our club grounds clean. We are all responsible for cleaning up after ourselves. Don't leave your trash and empty shells on the ground. Also do not bring your trash from home to the range to throw away. If you bring some hard to dispose of items to the range to shoot at, haul them out with you.

Don't throw hazardous materials into the club's trash containers. We have enough problems getting the trash picked up. Take your computer parts, disks, tires, five-gallon paint cans, propane tanks and anything else you bring in, back out with you. By the way, it shall be a violation of not only these policies, but also state law to create an explosive device (bomb). That includes shooting at PROPANE TANKS. If you are found attempting to make an explosive device on club property, you shall be subject to disciplinary action and shall lose your membership. You will very like likely have to deal with the police and judicial system as well. Use common sense and be safe. We don't want to see anyone get hurt.

Keys & Combinations

13.3 Keys and Combinations: It shall be a violation of these policies and procedures for anyone, who having been entrusted with a key to any club building or property, to give, loan, make a copy of or otherwise make available to any unauthorized person said key. Any member found to be in violation of this policy may be subject to disciplinary action.

13.3.1 No club member shall make copies of any keys to club property. Any copies of any keys are to be made only by board members, who shall turn them over to the Vice President. The Vice President shall then distribute the keys to those authorized to have them. All keys are accounted for and anyone making copies of these keys shall be considered in violation of this policy and may be subject to disciplinary action. 13.3.2 No member shall give any combination to any lock on any club building or property to any unauthorized person or persons, this includes any non-members.

Main Range Operations

13.4 Main Range Operation: The main range shall maintain hours of operation open to the public on the following days and times: Fridays, Saturdays and Sundays from 9:00 AM to 5:00 PM daylight savings time and 8:30AM to 4:30 PM standard time. Closed New Year's Day, Thanksgiving, Christmas and whenever the creek is un-crossable.

Range Management - Maintenance

13.5 Range Management - Maintenance Responsibilities

It is the responsibility of the Range Director to make certain the range is in good operating condition. Any necessary repairs and / or maintenance shall be scheduled by the Range Director. It is every member's responsibility to make certain the range as well as range property remains in good condition and undamaged. Every member shall clean up after themselves and their guests.

13.5.1 Custodial Services: Scheduled as needed.

13.5.2 Facility Maintenance, Renovation, and New Construction: Only as approved.

Use of Club Computers

13.6 Use of Club Computer Equipment

Computer and Network Data Integrity - Disclaimer of Liability

The West End Gun Club and its members disclaim liability for losses due to published policies, failures typical of technology, intruders or freaks of nature. Unless otherwise guaranteed, individual data owners are ultimately responsible for integrity of data they store and transmit via Club facilities. Therefore, Club Computing urges:

13.6.1 That individual users understand and verify the extent and schedule of data backup on systems you use. Some systems do not retain backups of user data.

13.6.1.1 Arrange redundant storage and delivery of very important data.

13.6.1.2 Utilize current protections against computer viruses.

13.6.1.3 Utilize secure technologies.

13.6.1.4 Appropriately safeguards such as passwords, firewalls and other means to protect against unauthorized access.

13.6.1.5 In general, adversarial review data storage and communication to try to anticipate what might go wrong.

Use of Club Property or Equipment

13.7 Use of Club Property or Equipment

Club property and equipment may be used only for those purposes related to the general activities and purposes of the Club. Any use for personal or private purposes is prohibited unless permission is given by the Board.

Use of Facilities

13.8 Use of Facilities

Club buildings and grounds are intended for use by members, and in specific areas, the general public in support of the Club's mission of recreation and instruction.

13.8.1 Individuals, groups or organizations may use Club buildings and grounds only with written permission, and then only in accordance with Club rules and regulations.

13.8.1.1 Requirements - All classes, meetings or assemblages held in Club buildings or on Club grounds are subject to all U.S. and California laws, and Club requirements, rules and regulations.

13.8.1.2 In addition, all groups are expected to take proper care of the facility and observe the simple rules of courtesy, decency and good manners at all times.

13.8.1.3 Any failure to abide by these requirements may cause permission for use of the facility to be withdrawn at any time, or for future permission for use of any Club facilities to be denied.

13.8.2 No Club building or part thereof or grounds may be occupied as living rooms or bedrooms.

13.8.3 The Club reserves the right to set reasonable time, place and manner restrictions on all meetings, gatherings or get-togethers to assure the most beneficial use of the buildings and grounds, and that there is no interference with the right of its members to obtain access for their recreational shooting activities.

13.8.4 The use of Club facilities should not imply an endorsement of any individual group or organization. 13.8.5 The name of the Club shall not be identified in any way with aims, policies, programs, products or opinions of any individual, groups or organizations which may meet in Club buildings or on Club grounds in accordance with these regulations.

13.8.6 Cleaning - All debris must be removed from buildings and premises by the sponsoring organization immediately following an event. If extraordinary cleaning by the Club is necessary, the cost of such work will be paid by the sponsoring organization.

13.8.7 Any damage to a building or a loss of Club owned material or equipment resulting from the use of a building by any organization shall be charged to the responsible organization.

13.8.8 Decorations -- No decorations are permitted in or on Club buildings or grounds except as approved by Board of Directors.

Use of Member Personal Property

13.9 Use of Member Personal Property

13.9.1 As a general policy, employees should not use personal property on club premises to perform their jobs.

13.9.1.1 Exceptions to this policy may be approved by the Board if it is believed to be in the best interest of the club. In such cases, an agreement should be executed between the employee and the club.

13.9.1.2 This policy does not affect use of personal vehicles.13.9.

13.9.2 EXCEPTIONS TO THE GENERAL POLICY - Use of personal property, such as cellular telephones or special equipment, may be appropriate in the conduct of club's charter. In such cases, an agreement should be executed between the employee and the Board. This agreement shall identify the equipment to be used and the length of service required.

13.9.2.1 <u>NOTE</u>: If employees use personal property such as calculators, computers or tools, the club will not insure or assume liability for the loss or damage of said property.

13.10 Shovel Inventory at Range

The range staff shall be responsible for maintaining and managing an inventory of shovels for the purpose of making shovels available to members to purchase so as to be in compliance with the WEGC shovel policy and for use in an emergency firefighting situation. The inventory shall be between 10 minimum and 30 maximum. The price to members shall be twice the cost, rounded up to the nearest dollar. [Approved August 2019]

13.11 Long Range Shooting Pad – Usage perhaps move to 12??

The Board voted to extend the Long Range Shooting Pad (Tuesday) policy indefinitely.

13.11.1 No Long Range shooting will be allowed Friday, Saturday, or Sundays by private members.

13.11.2 Disciplines are exempt from this restriction on weekends and annual events.

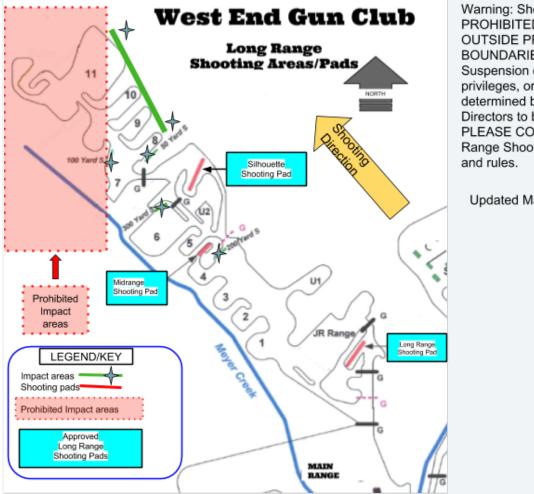
13.11.3 Annual events may be setting up on Fridays and there may be limited or restricted use of back range areas on these days.

13.11.4 The unreserved use of the Long Range Shooting Pad is limited to Monday through Thursday mornings on a first come, first served basis, unless otherwise noted in the Range Rules.

13.11.5 There is no individual use of the Long Range Shooting Pad by members on Fridays, Saturdays or Sundays.

Note: this map is out of date...bays realigned (silhouette pad is ok..& ..long range is closed)

The pad has been renamed LONG RANGE PAD. The policy continues February 2017



Warning: Shooting into PROHIBITED IMPACT AREAS, or OUTSIDE PROPERTY BOUNDARIES, could result in: Suspension or Loss of Membership privileges, or other penalties determined by the Board of Directors to be appropriate. PLEASE COMPLY with ALL Long Range Shooting pad guidelines and rules.

Updated March 14, 2017

13.12 Construction & Expansion---Procedure

The following schedule of steps was suggested as an acceptable plan to expand main range shooting line, with responses from the RDPC Planning Committee's five points, namely,

- a. Expand the Main Range
- b. Prepare a written scope of work
- c. Divide the scope for best \$\$\$
- d. Establish a project integrated schedule
- e. Have a contract with each sub/contractor
 - 1. Scope of Work
 - 2. Schedule
 - 3. Terms and conditions. [adopted- Dec 2009]

13.13 Appleseed – Range Fee -- Waiver

Club has agreed to sponsor Appleseed Marksmanship program. Club agreed to forgive the \$10 per person range fee to Appleseed. [adopted April 2011]

13.14 Range Rules - Amendment

The current Range Rules were adopted mmm 2021 and are located at Rules 16.1.1

Check current Range Rules - not found - Needs a Change Form with details on where to insert.why?

Range rule -amend Club Rules, section 4 and 5, adding "subject to the discretion of the Range Master(s) on duty."

Sign at Range House to say "Please Share the Bays" [adopted Jan 2012]

Steel core ammo restriction...[Approved June 2019] all of these comments are included in 2021 RR

1314.1 Range Rules – Max Shooters

The Rangemasters have the final authority to close or open any bay or pad, at any time, to accommodate the maximum number of members using the range. [adopted Feb 2012]

13.14.2 Omega Shooters - Storage

Request approval to keep Omega equipment in locked storage boxes at the range, providing the Vice President w/ keys per request. [adopted April 2012]

13.14.3 Youth Range – Ammo Restrictions

Ammunition Restriction for Rim Fire Range 22 Rim Fire only, no magnums, are allowed on the Rim Fire Range, with appropriate signage to be posted. [adopted April 9, 2013]

13.14.4 Youth Range – Clay Shotgun Targets (clay pigeons) Restrictions

Shooting of clay pigeon is prohibited at any time on the .22 range. Range staff shall add signage to the .22 range. [Approved September 2019]

13.14.5 Frequency assignment for Electronic Target Scoring System [adopted May 2021]

Friday through Sunday Shot Marker frequencies will be assigned the following priorities:

Frequency 1: Main Range

Frequency 2: High Power Rifle

Frequency 3: Member use

Frequency 4: Member use

13.15 Satellite Phone Use

13.15.1 WEGC Range Operations - Satellite Phone

Summary:

West End Gun Club operates a Range Satellite Phone for Critical and Urgent communications.

13.15.2 Purpose/Goals:

WEGC provides Range Staff and authorized members with the capability for Critical and Urgent communications from the Range. Currently the most reasonably feasible communications method is via commercial Satellite Phone, as cellular service is intermittent and unreliable.

It is the Range Director's expectation that all Range Staff and authorized members follow the guidelines. As always, WEGC trusts its Range Staff to make decisions that are in the best interest of Range Safety and member satisfaction. Unusual situations may arise where variance from the guidelines may be necessary. The reason for the variance should be noted when reporting the use of the phone to the Range Director. Authority: Range Director

Guidelines for WEGC Range Operations Satellite Phone:

13.15.3 Approved uses:

o Critical Incidents: Communications with law enforcement-, fire-, emergency medical-, national forestservices, etc. Notification of Range Director and other WEGC Officers/Directors as required

o Urgent Member Needs: Member or Guest situations when obtaining cellular service is not safe or

practical (example: Member's vehicle breaks down on range and only one Range Staff member on duty)

o Urgent Operational Needs: Need to contact Range Director, WEGC Officer/Director, vendor, or other staff member and obtaining cellular service is not safe or practical (example: Staff working alone and needs to notify Range Director of an urgent issue with a Member)

o Personal use is not approved unless extremely urgent and obtaining cellular service is not safe or practical

o Every use of the Satellite Phone to make a call must be reported to the Range Director <u>Operations</u>:

o Phone and charger will be stored in locked safe/locked cage when not deployed

o Phone charge level and service will be checked at the start of each shift

o Phone will be charged to max every Friday and on other days if below 50%

o Phone will be left powered off unless making a call or checking service acquisition (Phone powers up and acquires signal in less than 15 seconds)

o Main Range Operations: Phone will be placed with all other Critical Incident equipment (Trauma kit, AED, radio, etc.) ready for immediate use

o Maintenance/Projects Operations: Phone will be carried by or immediately accessible to Range Staff at all times

o Phone will remain in the possession/control of Range Staff at all times when on duty

<u>13.15.4 Compliance</u>: Range Director (or designate) will routinely check phone condition, operational status, and electronic call records to assure compliance with these Guidelines.

13.16 Range Utility Vehicle - Guidelines

WEGC Range Operations – Utility Vehicle

13.16.1 Purpose/Goal:

WEGC provides a Utility Vehicle for Range Staff (and other individuals authorized by the Range Director) to support Maintenance/Projects, Safety, and Emergency Response activities. These guidelines support the safe and proper operation, as well as optimum maintenance, of the vehicle. It is West End Gun Club's expectation that all authorized operators follow these guidelines. As always, WEGC trusts its Range Staff to make decisions that are in the best interest of Range Safety and member satisfaction. Unusual situations may arise where variance from the guidelines may be necessary. The reason for the variance should be noted when reporting the exceptional situation to the Range Director.

<u>13.16.2 Authority</u>: WEGC Board of Directors

13.16.3 Guidelines for the WEGC Range Utility Vehicle:

13.16.4 Authorized Uses:

o Maintenance/Projects – examples include but are not limited to:

§ Transport of tools, supplies and equipment necessary for the maintenance, repair or construction of equipment or facilities.

§ Transport of personnel to and from work sites.

§ Tow trailers to transport tools, supplies and equipment to and from work sites.

o Safety – examples include but are not limited to:

§ Transport Range Staff around the Range Property to interact with members, guests and match competitors while observing, identifying and correcting Safety concerns and/or Range Rule violations.

§ Transport Range Staff as necessary to verify the membership status/identity of unknown individuals on Range Property.

o Emergency Response – examples include but are not limited to:

§ Transport Range Staff and Emergency equipment to the location of a medical, fire or security incident.

§ Transport ambulatory injured individuals to a location better suited for their treatment.

§ Transport of outside Emergency Responders (EMS, Fire, Law Enforcement) to the location of an emergency that is not accessible by the responders' vehicles.

o Other activities as specifically authorized by the Range Director.

o Personal Use Prohibited – The vehicle may not be used for any activity that is not in direct support of the

above authorized uses.

13.16.5 Authorized Operators:

o The Range Director will specifically authorize individuals to operate the Utility Vehicle once the Training Requirements are met.

o The Range Director may withdraw individual authorization at any time to preserve Range Safety and Equipment.

o The list of authorized operators will be maintained on the Range Staff/Operations section of the WEGC Forum.

13.16.6 Training Requirements:

o Range Staff that successfully complete the lecture and practical operations training from an authorized dealer representative as reported to the Range Director will be authorized to operate the vehicle and to train other operators.

o All other operators must successfully complete the lecture and practical operations training from a Range Staff trainer as reported to the Range Director.

13.16.7 Safe Operations:

o General – The Utility Vehicle must be operated in compliance with the manufacturer's instructions and warnings, and driven at a safe speed given the operating conditions. The Utility Vehicle shall not be operated in a manner that may endanger occupants or nearby individuals and property. The Utility Vehicle will be operated with the utmost courtesy, care and consideration for the safety of pedestrians and other vehicles who will be given the right of way at all times.

o Speed – Operators should obey the Range speed limit of 5 mph under normal conditions. Higher speeds may be required during Emergency Response activities; however, excessive speed requires a greater stopping distance and may cause tip over on corners.

o Passenger Limit and Load Capability – Operators shall ensure that the number of passengers and their seating arrangement and/or the weight, type, and placement of the load do not exceed the manufacturer's recommendations.

o Operator and Passenger Safety – Seat belts shall be worn by all occupants whenever the vehicle is in motion. Operators and passengers must keep their head, legs, and arms inside the cab area of the Utility Vehicle. Operators and passengers should not step or jump from the vehicle until it has stopped moving. In the unlikely event of a vehicle tip over, all occupants must remain in their seats until the vehicle stops moving.

o Protection – When not in use during the day, the Utility Vehicle will be parked in a safe, secure, and easily accessed location. The vehicle will be parked in the designated secured garage area at the end of each work day.

o Boundaries – The vehicle may be operated only on the Range Property and on Forest Road 1N33 between the Range Property and Lytle Creek Road. The vehicle may not be operated on Lytle Creek Road or any other roadway.

13.16.8 Maintenance:

o Daily Pre-Operations Checklist – The first operator of the vehicle each day must complete the daily checklist. The operator must report and correct any issue discovered as directed on the form.

o Routine Maintenance – The designated Range Staff member will track service hours and perform (or arrange for the dealer to perform) all required preventative maintenance and scheduled services (authorized by the Range Director as necessary).

o Repairs – The designated Range Staff member will coordinate with the dealer or other acceptable repair facility to obtain quotes and recommend necessary actions to the Range Director. The Range Director will authorize, or obtain authorization from the Board for, the necessary repairs.

13.16.9 Incident Reporting:

In case of an accident, Utility Vehicle Operators must immediately:

o Report to the Range Director any incident involving a Utility Vehicle that results in bodily injury, property damage, or vehicular damage.

o Assure proper treatment is provided to any injured person.

- o Take all reasonable actions to limit further damage to equipment or facilities.
- o Complete and submit to the Range Director a written WEGC Incident Report.
- 13.16.10 Compliance:

The Range Director (or designate) will routinely observe vehicle operations and check maintenance records to assure compliance with these Guidelines.

13.17 Volunteer Range Master Program

13.17.1 Summary:

The WEGC Range staff regularly reports evidence of member Range Rule violations and non-member trespass occurring while paid staff is off-duty. Volunteer Range Masters can provide a Club "presence" on the Range when staff is off-duty. Staff also reports there are times when extra help would be useful during operating hours. Volunteer Range Masters can provide support to handle high traffic volumes during large matches. Volunteer Range Masters will follow the same policies/practices as paid Range Masters and be accountable to the Range Director (or delegate), with the exception of being authorized to issue discipline to members. The Club will provide necessary support, equipment and identification to enable the Volunteer Range Masters to operate in a safe manner.

Purpose/Goals:

Provide a volunteer Range Master "presence" at the Range when paid staff is off-duty. Support Main Range operations when needed. Increase Range Rules awareness and accountability by members. Observe and report issues impacting Range Safety and Security in the same manner as Staff Range Masters.

13.17.2 Authority:

Board and Range Director approval. The participants will be Volunteer Range Masters as provided under Bylaws. Requires Director as Program Sponsor (Range Director or Designate).

Participant Requirements:

o Follow all WEGC Range Master Policies and Procedure

o Commit to a minimum of three Range PRIDE 'Monitor Visits' per month

o Successfully complete all Range Safety Officer and First Aid/AED/Trauma training

o Attend mandatory orientation session with designated Staff Range Master/trainer

o Attend "ride-along" with designated PRIDE Monitor member/trainer

o Sign a statement of understanding regarding the purpose of the program and limits of authority/approved actions

<u>13.17.3</u> Club will provide:

o Lightweight Safety vests with identification markings (Range Master, PRIDE, etc.)

o Range Officer Hat and Shirt to wear when working the Main Range

o Magnetic vehicle signs

o Spot light

o Small flashing/strobe light to designate PRIDE/Monitor vehicle/activity when dark

o Clipboard, pens, form

o Reliable on-site voice communications via satellite phone and/or cellular phone

o Program announcements in newsletter and on web site to increase member awareness

13.18. Gate Lock 200 Yd Pad

Match Directors <u>only</u> are allowed to lock the gate by 200-yard pad during matches.

13.19 Ammo Sales on Property

Sale of Ammo at West End Gun Club Property {Basically Not allowed} [Approved November 2019]

13.20 Steel Containing Ammunition

Steel core ammunition is only allowed to be fired from any gun, by anyone, on West End Gun Club (WEGC) property under certain specified conditions as follows: Steel core ammunition may not be shot at any WEGC approved match without specific board approval. Match directors will change their match briefing to indicate this restriction. Steel core ammunition may only be shot at the main range when considered safe by the Range Director or Range Officer(s) on duty. Criteria used to determine when it is safe will be based on weather conditions such as wind, Fire Danger Level as determined by the US Forest Service or Cal Fire, moisture content in vegetation on WEGC property and any other factor that would make it unsafe to shoot this type of ammunition. Fire season is generally May to November. The Range Director and Range Officers are required to error on the side of safety in making their decision. Range Officer and Match Directors will have the authority to check anyone's ammunition while on WEGC property for steel core ammunition, by use of a magnet or by knowledge of known types of ammunition with steel core in the projectile.

Penalty for any member found to be shooting steel core ammunition, at any time or place on WEGC property, that is not as designated by this policy, will be as follows: The member will be required to appear before the WEGC Board of Directors and the board will follow the Policy and Procedure Manual section, Conduct and Discipline, to determine the outcome for the violation. The member under this section can lose their membership with the board following this procedure. Non-members, who violate this policy, will be required to appear before the Board of Directors and can be subject to expulsion from club property.

Two, three foot by three foot signs will be used to post on the main range if it is or is not safe to shoot steel core ammunition. The signs will also state that the Main Range is the only designated place to shoot this type of ammunition on WEGC property. One sign or the other will be posted at all times and may only be changed by the Range Director or Range Officer on duty. Anyone tampering with the signs will be subject to the same Conduct and Discipline section of the Policy and Procedure Manual. [Approved June 2019 & modified 19 November 2020]

13.21 Memorials to Members

13.21.1 DeRosier Plaque - Location

Install the plaque honoring Ron DeRosier in prominent display at Range. (Approved May 2017)

13.21.2 Jerry Mulnix Memorial Bench

Purchase and install a bench in memory of Jerry Mulnix at the Cowboy Bay (approved 12 January 2021 & 9 March 2021)

13.22 Non-Recreational Bay/Range Reservation Agreement Also refer to Section 8.5.1

West End Gun Club Non-Recreational Bay/Range Use Rental Requirements aka Non-recreational Bay/Range Reservation Event policy

"Non-Recreational Use" is defined as any activity not covered by the Recreational Use Policy. All Non-Recreational Use shall be aligned with our Club's Purpose: WEST END GUN CLUB, INC. (hereinafter referred to as the Club) is a non-profit California Corporation (501 (c)(7) Social Club) dedicated to encouraging organized rifle, pistol and shotgun shooting among citizens of the United States, improving the citizens' knowledge of safe handling and proper care of firearms, improving marksmanship and developing the characteristics of honesty, good sportsmanship, self-discipline and self-reliance as essential to good citizenship. Further, the Club shall achieve these goals by, among other means, regularly hosting and sponsoring as many different educational shooting and organized shooting related events as possible.

□1. All rentals and events for Non-Recreational Use must be authorized by Board vote. The Board retains final authority to approve variances from the requirements below.

 \Box 2. An insurance policy document provided to WEGC with a minimum of \$1,000,000 of liability coverage listing WEGC as a co-insured for all of the dates of the event.

 \Box 3. A contract agreement Non-Recreational Use rentals listing; the name of the event, dates & times of the event, the name of the sponsor organization, the name of the on-site responsible member representing the event organization, statement of the minimum-maximum number of persons involved, a description of the facilities to be provided by WEGC and a description of all services and or equipment to be provided by WEGC.

□4. A WEGC member must be on-site during the event for Non-Recreational Use rentals. That person is responsible to enforce WEGC Range Rules and Policies.

□5. A signed WEGC Liability Waiver by everyone on Club property attending the event including spectators.

 \Box 6. A shooting plan which conforms to WEGC policies must be submitted to the Board for approval prior to the event.

Suggestive:

□7. Non-Recreational Use rentals start at minimum \$200 per day per bay and \$20 per participant per day.

MINIMUM REQUIREMENTS

1. written agreement

2. proof of liability insurance naming WEGC as additional insured

3. hold harmless agreement

End of non rec rental guidelines

13.22.1 Non-Recreational Bay/Range Reservation Form is located in the Forms Section 16.2.9 and on the WEGC Web Site

13.23 Leased Office Space should move to other lease area sct 11??

Club is leasing Office space for \$875.00 a month, 200 sq. feet, with a receptionist and secure storage. Month to month rental for office at 7828 N. Haven Ave, Rancho Cucamonga. Move from Alpha Graphics and sign rental agreement effective May 1, 2018. [APRIL 2018]

13.24 Signage

13.24.1 POLICIES – SIGNAGE

The following covers the SIGNS requested along with the locations as a historical record for audit & effectiveness. [This does not guarantee the signs were installed nor exist today.]

13.24.2 REQUIRED SIGNS AT THE RANGE

- Main Range changed from Public Range [Jan 2006] #2

- ammunitions limits on rimfire/JRs range [Apr 2014] #1a
- Emergency Evacuations [Oct 2009] #10
- Snakebite / First Aid [Oct 2009] #10
- Prohibitions of targets [Aug 2010] #8
- warnings about shooting containers in bays 1-5 [Oct 2018] #1c
- speed limits on range and access road [Aug 2011] #5

- temporary discipline signs [Aug 2010] #8
- Shooting of Clay Pigeons prohibited on .22 range [Sep 2019]
- Steel Core Ammunition signs [June 2019]

The following is the <u>PERSONNEL & EMPLOYEES</u> area of the Policy & Procedure Manual of WEGC.

14. PERSONNEL & EMPLOYEES



(12.) Ammo Use Log - Youth

POLICY - A log of ammunition usage shall be maintained by the Youth Director. Should move to 12.

14 Anti-Harassment

Anti-Harassment Policy (REVISED 6/9/09)

The West End Gun Club, Inc. (WEGC) understands that harassment is a form of discrimination and is prohibited by law. The WEGC is committed in all areas to providing an environment that is free from harassment. Harassment based upon an individual's sex, race, ethnicity, national origin, age, religion, sexual orientation, physical limitations or any other legally protected characteristics will not be tolerated. All employees, members and their guests, including supervisors and other management personnel, are expected and required to abide by this policy. No person will be adversely affected in employment or membership with the WEGC as a result of bringing complaints of unlawful harassment.

The WEGC understands sexual harassment to be defined as behavior of a sexual nature that is unwelcome and offensive to the person or persons whom it targets. Examples of harassing behavior may include unwanted physical contact, foul language of an offensive sexual nature, sexual propositions, sexual jokes or remarks, obscene gestures, and displays of pornographic or sexually explicit pictures, drawings, or caricatures. Use of the WEGC's computer system for the purpose of viewing, displaying, or disseminating material that is sexual in nature may also constitute harassing behavior.

If an employee, member or guest feels that he or she has been harassed on the basis of his or her sex, race, national origin, ethnic background, sexual orientation, physical limitation or any other legally protected characteristic they should immediately report the matter to his or her Club representative. If that person is not available, or if the affected person feels it would be unproductive to inform that immediate club contact person, the affected person should immediately contact that one of the club officers or board members. Once the matter has been reported it will be promptly investigated and any necessary corrective action will be taken where appropriate in accordance with the Club's Anti-Harassment Policy. All complaints of unlawful harassment will be handled in as discreet and confidential a manner as is possible under the circumstances.

The procedure for reporting incidents of harassing behavior is not intended to impair, replace, or limit the right of any employee, member or guest to seek a remedy under available state or federal law by immediately reporting the matter to the appropriate state or federal agency. Approved by the West End Gun Club Board of Directors,

Club President

, Club Secretary

14 Background Checks -Youth Directors

14 POLIČIES

Background checks will be required before any individual working at Director level - or - director volunteers (Assistants) can oversee and assistant Youth Shooting activities.

14.1 Employment Handbook, Policies, Forms this area is outdated

Employment manual and forms - updated November 2017 [66 Pages] See Website for all documents

The Human Resources representative noted in the Employment Handbook for WEGC is the President.

14.2 Employee Volunteering Policy

Employee volunteering policy handbook: Employees will follow the employee handbook in regards to volunteering, meaning no volunteering by employees for the club.

14.3 Hiring Practices - Committee

A hiring committee is appointed by the President with a minimum of 3 and maximum of 5 members of the board of directors. The committee will evaluate applications, interview applicants, evaluate applicants and then make recommendations to the board at the next board of directors scheduled meeting. The board of directors' evaluation of the applicants will be done in closed session at any WECG club meeting. Accepting of the applicant is by a majority vote of the board of directors. Applicants must be at least 21 years old. If selected by the board they will start a 90 day trial period. All new hired applicants must pass a background test, have a hearing test, and have a blood test for lead and illegal drugs including marijuana. All applicants will be paid according to the board of directors pay scale. The pay scale is to be set up in conjunction with this Hiring Practice and is approved by a majority vote of the board of directors. [Oct 2016]

14.4 Top Gun – Lease See Section 16.3.

should move to appendix with leases

LEASE AGREEMENT BETWEEN

THE TOP GUN TRAINING CENTRE, LLC

AND

WEST END GUN CLUB, INC.

INTRODUCTION

This lease agreement supersedes all agreements between the TOP GUN TRAINING CENTRE, now legally known as THE TOP GUN TRAINING CENTRE, LLC, its predecessor TOP GUN TRAINING CENTRE, INC (now dissolved), both represented by Robert J. Kirschner, Chief Financial Officer and WEST END GUN CLUB, INC represented by Charles Herron, President, dating back to the initial agreement dated July 3, 2001.

SECTION ONE

For consideration specified in section six of this agreement, West End Gun Club, Inc. agrees to lease to The Top Gun Training Centre, LLC the first bay inside the gate to the southwest of the pistol and rifler range for the purpose of use of force training for civilian, security and law enforcement personnel.

SECTION TWO

The Top Gun Training Centre, LLC and its parent corporation Threat Management And Protection, Inc. agree to continue to have in place a general liability insurance policy with a minimum limit of one million dollars, naming West End Gun Club, Inc. as a certificate holder and an additional insured.

SECTION THREE

West End Gun Club, Inc. shall grant The Top Gun Training Centre, LLC twenty four hour access to The Top Gun Training Centre, LLC's facilities.

SECTION FOUR

For the purpose of this lease agreement, the buildings and container (40 foot) purchased or constructed by The Top Gun Training Centre, LLC shall transfer in ownership to West End Gun Club, Inc., but be for the sole exclusive use of The Top Gun Training Centre, LLC for the duration of the lease. The container (20 foot) is the property of the West End Gun Club, Inc. and is in place for the sole exclusive use of The Top Gun Training Centre, LLC for the duration of the lease.

Page 1

LEASE AGREEMENT BETWEEN THE TOP CUN TRAINING CENTRE, LLC wholly owned subsidiary of Threat Management And Protection, 1 and WEST END GUN CLUB, INC.

SECTION FIVE

Current signage is acceptable to West End Gun Club, Inc. The Top Gun Training Centre, LLC reserves the right to add signage below the existing two steel signs stating "A wholly owned subsidiary of Threat Management And Protection, Inc."

SECTION SIX

West End Gun Club, Inc. and The Top Gun Training Centre, LLC agree to the following five year, six month lease payment schedule: <u>July 1, 2008 through December 31, 2013 - \$500.00</u> <u>per month</u>, due the 10th of each month

West End Gun Club, Inc. and The Top Gun Training Centre, LLC agree to two additional five year lease renewal options, payment to be negotiated, but not to exceed a 10% increase from option to option. (e.g.: 01/01/2014 – Maximum \$550.00 // 01/01/2019 – Maximum \$605.00)

West End Gun Club, Inc. and The Top Gun Training Centre, LLC agree that any time operations are interrupted by a natural disaster. not limited to fire, flood and other acts of God, or the facility becomes inaccessible due to the "creek rising" and the like for more than 10 days, said month's lease payment shall be suspended, and in fleo of payment a document of such suspension shall be generated by The Top Gun Training Centre, LLC to West End Gun Club, Inc. for both entities records.

SECTION SEVEN

Disputes arising as to lease renewal option increases or other matters shall become the subject of binding arbitration by a neutral third party and such fees of the arbitration shall be borne by both parties equally.

DATED: JULY 8, ZWF FOR THE TOP GUN TRAINING CENTRE, LLC

Robert J. Kirschner, Chief Financial Officer

FOR THE WEST END GUN CLUB, INC.

Chelles Holon

14.5 Meggitt Defense Systems - Lease see Section 16.3.4

Meggitt Defense Systems has agreed to renew their longstanding lease for occasional use of parts of the range at \$75 per month. [formerly Cartwright Electronics- name change 2009] *adopted April 2011* See Section 16.3.4

Page 2

Lease Agreement with Meggitt Defense Systems Inc and West End Gun Club	Lease Agreement with Meggitt Defense Systems Inc and West End Gun Club
 The leaser, West End Gun Club (WEGC) of 1324 E 4th Street, Ontario, CA 91764 and the lessee, Meggitt Defense Systems Inc (MDS Inc), of 9801 Muirlands Blvd., Irvine, CA 926128-2521 agree to enter into a lease agreement for the rental of container storage space and use of the WEGC Range facilities. 	D. WEGC shall reasonably notify the lessee when conditions arise that would prevent the lessee's use of the facilities.
	5. This is the complete agreement and there are no promises outside this written agreement.
The lease period shall be from April 12, 2011 until December 31, 2012 after which time this lease agreement may be renewed by the consent of the WEGC and MDS Inc for another calendar year.	6. MDS Inc shall mail the monthly lease payment for the storage container space to: WEGC PO Box 541
3. Meggitt Defense Systems Inc agrees to pay West End Gun Club \$75.00 per month to rent storage space in	Upland, CA 91785.
a shipping container for equipment MDS Inc uses for testing and or research on the WEGC shotgun range.	7. The unique character of this agreement is for the purposes of the lessee's research, which is very unique
A. MDS Inc agrees to reserve the range use times for this testing and or research by prior verbal or written	and specific to the kinds of equipment involved. In addition, the liability incurred by both parties from the nature of the kinds of equipment and its misuse requires that any substitution of personnel, change in the kinds
agreement with the current WEGC Range Officer to assure there are no schedule conflicts.	of material being tested, process, or the general operating conditions shall not be made without the specific
B. MDS Inc agrees to performance of testing on weekdays when the impact to WEGC members is lowest.	prior written agreement of the parties. It is further agreed the MDS Inc shall not be required to reveal any trade
C. At least one of the MDS Inc employees present during range use must be a current West End Gun Club	secrets and that an inadvertent release of proprietary information shall be kept confidential by WEGC.
member.	8. The parties may modify this agreement at any time by mutual written consent.
D. MDS Inc agrees to have all non-member personnel sign a WEGC Liability Waiver whenever they are	
present on the range.	9. This agreement does not authorize MDS Inc to incur expenses that obligate the WEGC of any manor.
E. MDS Inc agrees to observe and follow all WEGC Range Safety Rules and Policies currently in effect	10. Either party may terminate this contract with a 90-day written notice. All fees shall be paid in full until the
whenever MDS Inc is using WEGC range facilities.	termination date. All items stored by MDS Inc shall be removed before the termination date with the removal supervised by a representative designated by the WEGC Board of Directors.
F. Each calendar year MDS Inc agrees to provide a \$1,000,000.00 liability insurance policy document listing	supervised by a representative designated by the WEGC Board of Directors.
WEGC as a co-insured that is in effect any time that MDS Inc is using the range facility for testing as described in this lease	 If any term of this agreement is found to have been waived, the remaining terms shall remain in full force and effect.
G. MDS Inc agrees to hold WEGC harmless for acts not specifically caused by the acts of the Club members,	12. In the event a court would find certain portions of this agreement void or waived, does not void or waive
officers, directors and or employees.	the entire agreement. All terms not disturbed by the court will remain in effect for the life of the agreement.
H. MDS Inc shall defend WEGC against all claims filed against the leaser, arising out of the acts of the	Signing for West End Gun Club Date 3-23-11
lessee's employees, or consultants.	Signing for West End Gun Club Date 3-23-11
I. The lessee shall insure the range is cleaned and equipment returned to the proper storage facilities after	her Lallen
each use.	
J. The lessee shall not be responsible for the acts of others causing harm to the WEGC facilities, not under	Please Print Name Terry Ahlgren Title Treasurer
the direction of the lessee.	
K. The WEGC facilities shall not be modified, altered or constructed on without written authorization.	
4. WEGC, the leaser, shall provide dedicated locations for the storage of equipment and supplies for MDS Inc.	Signing for Meggitt Defense Systems Inc Date
A. As long as MDS observes all other stipulations of the lease WEGC will waive usual hourly range use	
fees.	
B. WEGC shall not be responsible for any damage to stored items and equipment that is caused by acts of god or those on the WEGC premises without specific authorization.	Please Print Name Ken Krause Title Deputy Program Manager
C. WEGC shall maintain access to all range facilities and maintain the condition of the range in such a	
way to provide reasonable access.	
Page 1 of 2	Page 2 of 2

14.6 Range Staff – Holidays

Range Staff, days off - Policy to give range staff the day off on the following holidays:

Easter, New Year's Day Christmas Day July 4TH Thanksgiving Day Mother's Day

14.7 Waiver Files Retention_ (need to move out of personnel & into 12..)

Policy - Each Director must keep an annual alphabetized file of waivers signed by all non-members, with each year's waivers turned in to the Club Membership Director in January.

The following is the <u>INVENTORY</u> area of the Policy & Procedure Manual of WEGC.



15 Annual Requirement

15.1 Each year, in **October**, there will be an inventory of the club owned property, including computers, targets, match supplies, etc.

15.1 Each discipline Director and the Range Director will inventory its equipment and supplies and provide a copy of the completed inventory to the Vice President.

15.1.2 The inventory list will contain the item description, quantity, condition and approximate value if known.

15.1.3 If items cannot be found, have been lost, destroyed or found from a previous inventory report, they will also be reported to the Range Director.

15.1.4 The individual Director's will then provide the original copy of said inventory to the Vice President who will keep an ongoing Master Inventory of Club Property.

15.1.5 The Vice President shall, by the end of **November** each fiscal year, provide a copy of this Master Inventory to the club Treasurer.

15.1.6 **NOTE:** Any property purchased with WEGC moneys is the property of West End Gun Club regardless of where the money comes from or who makes the purchase.

15.2 Process + Chain of Custody

15.2.1 This policy covers all equipment at the range and other known locations. This includes all equipment, tools over \$200 in value, guns, all metal targets or stands, and ammo. Consumables and tools under \$200 in value are not included in this policy.

15.2.2 An inventory form will be available on the website for Directors to use and maintain.

15.2.3. The process for reporting inventories will be as follows:

A15.2.3.1 If the inventory form is not completed and given to the Vice President on time:

15.2.3.1.1 No reimbursement of expenses will be available for that Director.

15.2.3.1.2 A no match policy will be enforced against that shooting discipline.

15.2.3.1.3 The administrative assistant or other board appointed person will follow up with the Director who has not turned in their inventory.

B15.2.3.2 A progressive discipline policy is as follows.

15.2.3.2.1 The Board of Directors will discuss the inventory being late with the Director.

15.2.3.2.2 The Board of Directors will authorize no reimbursement for expenses.

15.2.3.2.3 The Board of Directors will cancel future matches.

C15.2.3.3 Establish due dates for inventory forms are as follows:

15.2.3.3.1 In **August** the form is emailed and a phone call is made from the administrative assistant or other Board appointed person to the Directors. It is also available on the website.

15.2.3.3.2. In **September** the administrative assistant or other Board appointed person sends a reminder

email and a makes phone call to any directors who have not turned in their inventories by September 30th.

15.2.3.3. The inventory is to be complete and turned in to Vice President by the **October** Board meeting. This can be done with an email if the inventory was completed on the website.

15.2.3.3.1 The no reimbursement policy goes into effect after the **October** Board meeting.

15.2.3.3.2 The no match policy goes into effect after the **November** Board meeting.

4. Transfer inventory forms or new inventory are used and reported as follows:

15.2.3.4 At the end of any Board members term of office or change of office.

15.2.3.4.1 The incoming and outgoing Director must sign the transfer inventory form.

15.2.3.4.2 Signed forms are then given to the Vice President who will give it to the administrative assistant

or Board appointed person.

15.2.3.4.3 Any discrepancies are to be settled at the next scheduled Board meeting.

15.2.3.5 Any new inventory is to be reported within 30 days of receipt to the administrative assistant or Board appointed person and the bookkeeper.

15.2.3.6 Any loss of inventory is to be reported at the next scheduled Board meeting.

15.2.4 WEGC Inventory Chain of Custody Form is found at P&P Documents, Forms 16.2.10

15.3 Sale of Club Property

Sale of Club Property

All surplus property and equipment which has been transferred to Range Director for storage will be inspected for potential resale. If necessary, the items shall be overhauled or repaired. Items are discarded only when they are beyond repair or have no resale value. If the Range Director determines there is no apparent need for surplus property or equipment by any discipline or general usage, the property or equipment may be sold at a club auction. If it did not sell at the club auction, then it may be sold at a public auction. NOTE: Personnel working with the Surplus Property shall not be allowed to bid on items at public auctions or sealed bids.

15.4. Stored Materials

Stored Materials:

Any other club, group, organization or individual who, with the permission of West End Gun Club, stores any targets, target stands, target frames or ANY OTHER materials on the club property or inside ANY locked container shall provide an itemized inventory of ALL items involved as well as where the items are to be stored. This sheet shall have the signature of the responsible party of the outside club, group, organization or individual, the board member who is authorizing the storage of said equipment and the date the items enter West End Gun Club as well as the proposed date of evacuation of said property. There should also be, accompanying this inventory sheet, photos of said equipment. All storage of said property shall be considered on a temporary basis unless otherwise agreed on, in writing, by all involved parties. Whenever the afore mentioned property is removed from the club grounds, a representative of the club, group, organization or individual as well as a West End Gun club board member shall sign a release of the property acknowledging the removal of the materials. Copies of the release shall be made available to all involved parties. A copy of the inventory sheet, any photos and the release form shall be maintained by the club Secretary in the club's permanent records. NO PROPERTY belonging to any other club, group, organization or individual shall be stored on or in any West End Gun Club Property or container without the EXPRESSED PERMISSION of West End Gun Club. If any property is stored without the permission of West End Gun Club, said property shall become the property of West End Gun Club and may, at the behest of the Range Director, be sold for reasonable storage fees. Any outside club, group, organization or individual who stores any materials on West End Gun club property shall do so at their own risk. West End Gun club or their agent are not responsible for any damage which may occur to said property while stored on or in West End Gun club property or containers.

This section shall in no way limit any WEGC member from bringing their personal property onto club property as they deem necessary for their personal enjoyment or as to be used in any club sponsored match. However, any personal property shall be removed by the member when they leave the range. Any personal property left on club property without written permission, shall be deemed as abandoned and WEGC shall not be responsible for any loss or damage to personal property left on club property by any member. Any personal property left abandoned on any West End Gun Club property, without written permission of West End Gun Club, shall be considered the property of West End Gun Club and shall be disseminated as the club deems necessary.

All Match Directors shall, if applicable, provide to the Vice President an inventory of any personal property provided by the match director for the benefit of the club which is to be stored on club property. WEGC

Match Directors have much discretion here, however, to avoid any future confusion, they should document any personal property they intend to keep at and remove from the club at some future date. If the property is to be donated to the club by any member or director, a written statement of the donation shall be provided to the Vice President by the donating member or director. All descriptions, serial numbers, model numbers, if any, shall be included on the document. The Vice President shall then forward said documents to the club Secretary for filing.

15.5. Surplus Property

Property or equipment which is or may become surplus to the club's needs, regardless of its condition or estimated value, must be transferred to the RANGE DIRECTOR for proper storage.

The following is the <u>P&P DOCUMENT'S</u> area of the Policy & Procedure Manual of WEGC.

P&P Document's



16. P&P Document's

The following are Policy & Procedures of WEGC. They are included here to facilitate the readability of the P&P Manual. They include, but are not limited to, **<u>Rules, Forms, Guidelines, Summaries, Agreements,</u> <u>and Reports</u></u>. The portion on External References, at the end, are <u>NOT</u> part of this manual. They are included to provide additional information to the Membership.**

- 16.1 Rules
- 16.2 Forms
- 16.3 Guidelines
- 16.4 Summaries
- 16.5 Agreements
- 16.6 Reports

16.1.1. Range Rules -- effective January 2021 also see Section 13.14

Range Rules and Policies West End Gun Club, Inc.

I. Membership and Dues

Dues for current Annual members are established in the By-laws of West End Gun Club, Inc. Annual members must renew their membership on or before December 31 of each year. Dues for Annual members are \$320.00 annually, with a one-time initiation fee of \$240.00. Annual membership dues, fees and renewals may only be paid to West End Gun Club, Inc. through the office of the Membership Director. The fees for Limited membership are set by the Board and are currently \$130 per year initially (as of January 1, 2021), plus daily use fees thereafter. Limited membership is valid until one year from the start date on the Limited member card and may be sold or renewed by the Rangemaster at the Main Range. \$5 fee for main range no longer charged, Limited Member guest fees remain @ \$10.00. (passed Aug 2020)

II. Range Fees

1. Main Range Fees

Fees are charged for use of the Main Range when a Rangemaster is present and controlling the Main Range firing line. Currents fees are:

- a. Daily range fee for Limited members is no longer charged; \$10 daily range fee for each Limited member guest. Limited members are limited to 2 guest shooters, including junior shooters. (passed Aug 2020)
- b. No range fees are charged for Annual members and his or her immediate family (includes their spouse, minor children and minor grandchildren) and \$5 daily range fee each for each Annual member guest, up to three guests per Annual member.
- c. No range fees are charged for any junior shooters (less than 18 years old) at the Main Range. The Rangemaster on duty must approve junior shooters at the Main Range as safe to handle firearms. An adult must supervise all junior shooters at all times when they are shooting. Waivers must be completed and signed by a guardian who is present for all guests that are minors and present on the range, whether they are shooting or not.

2. Match fees

Fees paid by competitors in scheduled events are set by each discipline's Director and are listed at the top of each month's newsletter. Payment of a match fee does not entitle the guest to shoot free of charge on the Main Range or to the use of any WEGC range facilities before or after the match, without being with a WEGC member. Check with the Match Director for

additional fees for special match events.

3. Group fees

The Board establishes range fees and permission for special recreational events and use by members on a case-by-case basis. In general, however, range fees will apply and an Annual member must be in attendance with the group at all times.

III. General Club Rules

1. No alcohol or other intoxicating substance (prescribed or not) is to be present or consumed by anyone, anywhere on club property, while guns are present and available for use. Once an individual starts to drink alcohol or ingest/inhale an intoxicating substance, he or she is finished shooting for the day.

a. Any condition resulting in the shooters impairment will result in their immediate termination of shooting and may result in the shooter being asked to leave the range until this condition is mitigated.

b. Absolutely no alcohol or other intoxicating substances are allowed on the Main Range at any time.

2. Smoking is allowed inside vehicles only. There is no smoking allowed anywhere else on the premises. E-cigarettes and "vaping" are also allowed inside vehicles only to avoid confusion.

3. All members and guests on all Club range facilities when in areas that may present a hazard due to the results of bullet impact and gunshot report are required to wear eye and hearing protection.

4. All Guests must sign a WEGC Waiver of Liability each time they visit the range.

a. Minor guests (under the age of eighteen) must have a WEGC Waiver of Liability signed for them by a guardian present.
 b. Guest participants of WEGC sponsored matches or events may have a WEGC Waiver of Liability kept on file annually by the Director of that match or event and therefore will not need to resign each time when participating in that specific match or event.

c. Excluding immediate family which consists of a spouse, minor children and minor grandchildren, Annual members are allowed to have no more than three additional guests while using the back ranges.

d. Match Directors may have as many guest shooters as their Range Safety Officer cadre is able to support at any WEGC sponsored match or event.

5. West End is a <u>*Cold Range</u>. All guns are to be kept in a safe and empty condition until on the firing line or under the supervision of a Range Safety Officer during competition.

6. Except for those days and times when the Main Range is available to Limited members, when a Rangemaster present, <u>the</u> <u>Range Gate is to be kept locked by Annual members at all times</u>. Make certain that the padlock has been snapped into place right side up and the combination scrambled.

7. Absolutely no sales of firearms or ammunition are permitted on range property.

8. Direct transfer of Black powder from bulk containers to a firearm is not permitted. Black powder shooters must reload from a powder horn or tin. Shooters may transfer Black powder from bulk containers to a powder horn, but then they must safely secure the bulk Black powder container before shooting.

9. Any shooters under the age of 18 years old are considered a junior shooter. While shooting, juniors must be under the constant supervision of an adult. {*A mis-naming of junior/youth when minor is factual & proper*}

10. Visitor guests are permitted to watch matches or events without charge on the range. They are not allowed to roam around freely, however, and must be accompanied by an Annual member when not in the vicinity of the Main Range or any of the matches.

11. Speed limits are enforced at the range. The speed limit for the range property is 5 mph, at all times. It is recommended that you not exceed 15 mph on our access road which has loose gravel and blind curves.

IV. Rules for the Main Range

1. The Main range is closed to Limited members on holidays or anytime the Rangemaster is not in attendance. The range gate will always be <u>locked open</u> if a Rangemaster is operating the Main Range.

2. The action of all guns shall always be open except when in shooting positions. Range safety chamber flags are required for all firearms on the firing line.

3. No handling guns of any kind or any equipment at shooting benches during the line-breaks.

4. Stay on the firing line when shooting.

5. Shoot at approved targets only. The Rangemaster on duty has the authority to classify any target as inappropriate to preserve the safety of the range or members and guests.

- a. Shooting at rocks or any other inappropriate targets that cause ricochets or may start a fire is prohibited on the Main Range.
- b. Shooting any flammable or exploding material is prohibited at the Main Range, including Tannerite or any other similar binary compounds.
- c. Shooting at any non-biodegradable targets, that the destruction of and resulting debris would present a hazard if washed into the creek, is prohibited on the Main Range.
- d. Shooting at glass bottles is prohibited on the Main Range.
- e. Shooting at any wildlife is prohibited at the Main Range.
- f. Shooting at fruits or vegetables is prohibited at the Main Range.
- g. Clay birds are restricted on the Main Range and may not be used by anyone. [Approved September 2019]

6. Tracer, incendiary and armor-piercing ammunitions are not permitted at the Main Range. STEEL-CORE AMMUNITION is restricted to only be shot at MAIN RANGE when the Range Staff has indicated it to be SAFE. [Approved June 2019]

7. Intoxicating beverages are not permitted on the Main Range.

8. Persons under the age of 18 years must be accompanied by a parent or guardian and shall not be allowed to shoot without adult supervision.

9. Children not shooting are not permitted on the firing line.

10. A time limit of 2 hours may be enforced if all firing points are occupied.

11. The Range-master may refuse anyone the right to shoot and may order anyone to leave the range to enforce range rules and preserve the safety of the range or the safety of members or guests.

12. Eye and hearing protection are required for everyone on the Main Range, including spectators.

13. While on the Main Range, only shoot rifles from the rifle side and pistols from the pistol side unless the Rangemaster on duty authorizes it.

14. Use of a holster to carry a gun or to draw from is prohibited on the Main Range.

V. Rules for the Back Ranges

1. All Annual member guests must sign a WEGC Waiver of Liability each time they use the back ranges as a guest. The waiver will be left with the Rangemaster or in the waiver box at the Main Range office <u>before</u> proceeding to the back ranges.

2. <u>All Annual members are required to have a full sized shovel whenever they are on the range</u> and show it to anyone who asks. A 4 lb. fire extinguisher is also recommended.

3. Eye and hearing protection are required for everyone on the back ranges, including spectators.

4. All members are required to have their membership cards with them anytime they are on the range. All members are required to show their membership card anytime they are asked to and have the right to ask to see any members' card as well. When asked about membership status, guests are required to provide information about whom they are and whom they are with.

5. Use by Annual members of the back ranges is on a first come, first served basis, except as described otherwise in these range rules. All members are required to share the range facilities with fellow members whenever attendance is high. This applies to all bays and pads. The Rangemasters have the final authority to close or open any bay or pad, at any time, to accommodate the maximum number of members using the range.

6. Use of the back ranges is limited to Annual Club members and their guests. Annual members must accompany guests on the back ranges at all times. Regularly scheduled matches are open to guests, but non-members must remain in the immediate

vicinity of the match.

7. Before proceeding to the back range area, all Annual members and their guests must stop at the range office to check in with the Rangemaster whenever a Rangemaster is in control of the Main Range. He may inform you if any of the back ranges are unavailable for member use.

8. The Shotgun Range is for shotguns only. No handguns or rifles are to be discharged on this range, without prior authorization of the Board or Range Officer.

9. The Small bore Silhouette / Junior range is for .22 *Short, Long and Long Rifle* rim-fire only. Absolutely no .17 *caliber, no magnum rimfire, no rimfire ammo above 1,500 fps velocity and no type of* centerfire *ammo* use *are* allowed. Clay bird targets are restricted and may not be used on the Rimfire Range by anyone. [Approved September 2019]

10. The unreserved use of the LONG RANGE(formerly known as 600-yard shooting) position is limited to Monday through Thursday mornings on a first come, first served basis, unless otherwise noted in these Range Rules. There is no individual use of the LONG RANGE (formerly known as 600-yard shooting) pad by members on Fridays, Saturdays or Sundays. Unless otherwise noted in these Range Rules, the LONG RANGE (formerly known as 600-yard shooting) pad must be relinquished at 10:00 a.m. if there are other members of the club who wish to utilize any of the other members shooting ranges. After inspecting that all the back ranges are cleared of other occupants, the gate leading out of the Main Range must be closed before using the LONG RANGE pad (formerly known as 600-yard shooting).

- a. Annual members have the priority use of the LONG RANGE pad(formerly known as 600-yard shooting) each Tuesday of the week from dawn until 12:00 hours, as long as they claim its use before 08:00 hours.
- b. The Rangemasters have the final authority to close or open any bay or pad, at any time, to accommodate the maximum number of members using the range.

11. Rifle shooters are given priority use of the Silhouette pad (formerly known as 200-meter) and Midrange (formerly known as 300-meter) pads Monday, Wednesday through Friday and on fifth Saturday and Sunday mornings (also known as MEMBERS DAYS), before 10 am.

- a. Before 10 am members occupying bays beyond the Silhouette pad (formerly known as 200-meter) must move back to other bays at the request of Annual members wishing to use the Silhouette pad (formerly known as 200-meter), as long as there is space available for their activities in bays 1 thru 11. After inspecting that the back ranges are cleared of other occupants, the gate leading to bays 12 through 17 must be closed before using the Silhouette pad (formerly known as 200-meter).
- b. Before 10 am members occupying bays beyond the Midrange (formerly known as 300-meter) pad must move back to other bays at the request of Annual members wishing to use the Midrange (formerly known as 300-meter) pad, as long as there is space available for their activities in bays 1 thru 8. After inspecting that the back ranges are cleared of other occupants, the cable barriers leading to bays 10 through 17 and leading to the Silhouette (formerly known as 200-meter)pad must be closed and the sign rotated before using the Midrange (formerly known as 300-meter) pad. The "Bay Closed" sign on the Bay 9 Shade Structure must also be lowered into place.
- c. The Rangemasters have the final authority to close or open any bay or pad, at any time, to accommodate the maximum number of members using the range.

12. All rifle shooting positions that shoot over other shooting positions or bays requires a safety inspection first, where the member(s) actually drive(s) or walk(s) the full distance from the firing line to the impact area. Once the range is determined to be secure, with no other persons present downrange and all gates or safety cables closed to ensure that no one drives past your firing position while you are shooting, only then may firing commence.

13. Never walk or drive past any closed gates, cables, safety cones or barricades without checking to see if that area is a live-fire area. ONLY match directors are allowed to lock the gate by (SILHOUETTE PAD) 200 yard pad during matches.

14. Shooting on the back ranges must always be in the direction of authorized impact areas and from designated rifle pads or while completely inside the berms of an authorized shooting bay.

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15. The use of incendiary, tracer or armor-piercing ammunition is prohibited everywhere on the range. STEEL-CORE AMMUNITION is restricted to only be shot at MAIN RANGE when the Range Staff has indicated it to be SAFE. [Approved June 2019]

<u>16. Never shoot at club property or structures</u>. Any club equipment, which you might use, are to be used only for the purpose for which they were designed, including; tables, chairs, benches, buckets, trash cans, rifle racks, equipment storage boxes and target holders. Intentional vandalism to club property will lead to expulsion from the Club and loss of membership.

17. Unauthorized use of safeguarded club equipment is prohibited. If material is locked and you don't have a key, leave it alone.

18. Members are responsible for bringing appropriate targets to shoot at whenever they use the back ranges.

19. Shooting at rocks or any other inappropriate targets that cause ricochets or may start a fire is prohibited everywhere on the range.

- a. Shooting trash or junk is prohibited everywhere on the range.
- b. Shooting glass is prohibited everywhere on the range.

c. Shooting any flammable or exploding material is prohibited everywhere on the range, including Tannerite or any other similar binary compounds.

d. Shooting at containers designed to hold flammable material is prohibited everywhere on the range.

e. Shooting at any non-biodegradable targets, that the destruction of and resulting debris would present a hazard if washed into the creek, is prohibited.

f. Do not shoot at E-Waste such as TVs, computers, refrigerators, light fixtures, automotive components or large junk like furniture, anywhere on the range.

g. Shooting at fruits or vegetables is prohibited.

20. Do not dump E-Waste, petroleum products or any other hazardous waste in the WEGC trash cans or dumpsters.

21. Members are responsible to clean up after themselves and their guests. Deposit trash in the appropriate trash cans, dumpsters or pack it up and take it home. This includes spent casings or shotgun hulls.

22. Hunting and shooting at any wildlife is strictly prohibited everywhere on WEGC range property.

23. Open campfires, wood burning and charcoal barbecues are strictly prohibited everywhere on WEGC range property. Only propane barbecues are permitted for use on WEGC range property.

DEFINITIONS

***WEGC is a COLD RANGE** – Definition of terms set forth with the purpose of defining WEGC's 'COLD RANGE'. (adopted 2016)

FIRING LINE-The line of positions from which gunfire is directed at targets.

180-degree plane-an imaginary plane parallel to the impact (generally rear) berm extending from the shooter outward in all directions (left, right, up, and down). This imaginary plane moves with the shooter as he/she moves up and down the range through the course of fire. The 180-degree plane shall be used to guide the shooter(s). The shooter(s) may not break this plane with their firearm muzzle at any time whether they're engaging targets, moving between shooting positions, or performing weapon manipulations (drawing, reloading, clearing malfunctions, etc.). Any break in this 180 degree plane will constitute a FIREARM SAFETY INFRACTION. The 180-degree plane reinforces the Second Rule of Firearms Safety: Never Point the Gun at Anything You Don't Want to Shoot.

Up range-A designated area in opposition to Downrange, that generally is at the front/entrance of a Bay or shooting line. It is also behind the 180-degree plane downrange area from the shooter.

Downrange-The SAFE direction of bullet travel toward a designated impact area/berm. The 180-degree plane shall be factored in the definition of downrange.

HOT (range)-Any firearm that contains live ammunition.

COLD RANGE – A cold range is a range on which all firearms are to be unloaded at all times, unless the shooters are actually standing on the firing line. No live ammunition is contained IN the firearm.

CCW-Concealed carry weapons are firearms lawfully permitted and carried, hidden from view. A person with a CCW has been determined as legally able to do so.

These definitions shall be applicable and necessary for ALL SAFE FIREARM USE at West End Gun Club.

16.2 Forms

16.1 Rules,

16.2 Forms,

16.3 Guidelines,

16.4 Summaries,

16.5 Agreements,

16.6 Reports.

{add a list of forms???....ed note}......

16.2.1 WEGC Annual Club Discipline Scheduling Request Form see Section 5.4

Begin Form WEGC Annual Club Discipline Scheduling Request Form
Discipline making request:
Match Director:
(name) (signature)
Request for a regular monthly club sponsored match for 1st 2nd 3rd 4th (Circle One) (Day of the Month)
Match Start Time:
Range bay(s) or pad(s) requested:
(i.e. Bay 1,2,3,6 and 200 meter Pad.)
Extra set up days(s) and time(s), Date(s): Time: a.m. [] p.m. [] (i.e. The 2nd Fri., the3rd Sat. from 3 pm to 6 pm)
If every month is not used which months are available as a Member Day's?
(i.e. Jan., Feb. and Dec.)
Date(s) of request for an annual, special or extra match: Match Start Time: a.m. [] p.m. [] Match End Time: a.m. [] p.m. [] (i.e. January 4, 5 & 6, 2014, 6 am to 2 pm, etc.)
Range bay(s) or pad(s) requested:
(i.e. Bay 1,2,3,6 and 200 meter Pad.)
Extra set up days(s) and time(s), Date(s): Time: a.m. [] p.m. [] (i.e. Fri., June 6, 2014 from 8 am to 4 pm)
Monthly, annual, special or extra match approved by Board vote, Date: (circle one)
Range Director:
(name) (signature)

Board approval is required for scheduling any match.

Regular sponsored monthly match dates, times, bays and pads are approved by the Board in November of each year for the following calendar year.

Annual, Special or Extra matches should be scheduled at least 3 months in advance by Board approval but may be scheduled one month in advance under special circumstances. The usual time for first board approval is at least three months in advance. The minimum time for a final board approval is one month. Changes to the date(s) or time(s) are

with Board approval only. The use of other discipline's approved scheduled match or set up days for any extra, special or annual match must be with the prior approval of the affected discipline before this application is presented to the Board.

End of form

16.2.2 Shooting Plan Guidelines for Disciplines and Sponsored Range Shooting Events

see Section 5.12

Begin form

Shooting Plan Guidelines for Disciplines and Sponsored Range Shooting Events

The goal of ______ is to host safe and challenging_____ courses of fire using the following guidelines for activity/course development:

Target Types

Handgun paper

Paper targets shall be set in such a manner that the fired rounds land in approved impact areas

Handgun steel

Steel targets shall be a minimum distance of 11 yards and set in such a manner that rounds missing the target land in approved impact areas. Special attention shall be paid the fragmentation of rounds ensuring those fragments land in approved areas as much as possible, including the surface the fragments land on in respect to the target's orientation. The target's surface condition may cause the distance to increase.

Shotgun paper

Paper targets shall be set in such a manner that the fired rounds land in approved impact areas.

Shotgun frangible

Frangible targets shall be set in such a manner that the fired rounds land in approved impact areas and that the frangible remain on the shooting bay as much as possible. Thrown frangible clays targets shall take into account the vertical angle so that the fired shot lands on club property.

Shotgun steel

Birdshot

Steel targets shall be a minimum distance of 11 yards and set in such a manner that rounds missing the target land in approved impact areas. Special attention shall be paid the fragmentation of rounds ensuring those fragments land in approved areas as much as possible, including the surface the fragments land on in respect to the target's orientation. The target's surface condition may cause the distance to increase.

Buckshot

Armor Steel targets shall be a minimum distance of 22 yards and set in such a manner that rounds missing the target land in approved impact areas. Special attention shall be paid the fragmentation of rounds ensuring those fragments land in approved areas as much as possible, including the surface the fragments land on in respect to the target's orientation. The targets surface condition may cause the distance to increase.

Slugs

Armored steel targets shall be a minimum distance of 50 yards and set in such a manner that rounds missing the target land in approved impact areas. Special attention shall be paid the fragmentation of rounds ensuring those fragments land in approved areas as much as possible, including the surface the fragments land on in respect to the target's orientation. The target's surface condition may cause the distance to increase.

Rifle paper

Paper targets shall be set in such a manner that the fired rounds land in approved impact areas

Rifle steel

Porta-target

Porta-Target armored steel targets can be shot at a minimum distance of 25 yards (though they are normally set further; 30 - 40 yards) and set in such a manner that rounds missing the target land in approved impact areas. Special attention shall be paid the fragmentation of rounds ensuring those fragments land in approved areas as much as

possible, including the surface the fragments land on in respect to the target's orientation. The target's surface condition may cause the distance to increase.

Artnzen

Armored steel targets shall be a minimum distance of 100 yards and set in such a manner that rounds missing the target land in approved impact areas. Special attention shall be paid the fragmentation of rounds ensuring those fragments land in approved areas as much as possible, including the surface the fragments land on in respect to the target's orientation. The target's surface condition may cause the distance to increase.

Other steel

Armored steel targets shall be a minimum distance of 100 yards and set in such a manner that rounds missing the target land in approved impact areas. Special attention shall be paid the fragmentation of rounds ensuring those fragments land in approved areas as much as possible, including the surface the fragments land on in respect to the target's orientation.

The target's surface condition may cause the distance to increase.

Rifle frangible

Frangible targets shall be set in such a manner that the fired rounds land in approved impact areas and that the frangible targets remain on the shooting bay as much as possible.

Robotic Targets

The use of robotic targets must comply with mandates to keep rounds in approved impact areas and on the range. Careful attention to vertical angles and the 180 degree rule shall apply in all cases and target operators must ensure that angles of fire comply with all safety mandates.

Current USPSA Multi-Gun Safety rules use the following as minimum distances:

Minimum distances for any metal target in a multi-gun match are the minimum distances defined for the firearm used to engage that target, as documented in the discipline-specific rule book for that firearm type.

In the present (2008/2009) version of the rules, minimum distances for metal targets are defined as:

- Handgun: 23 Feet - 7.6 yards

- Shotgun (birdshot): 16 Feet 5.3 yards
- Shotgun (slugs): 131 Feet 43.6 yards
- Rifle: 164 Feet 54.6 yards

Note: LESA distances currently exceed the national minimum distance standard set by USPSA multi-gun.

General guidelines

Physical Construction – Safety considerations in the design, physical construction, and stated requirements for any course of fire are the responsibility of the course designer and subject to the approval of the Director or Assistant director. Reasonable effort must be made to prevent injury to competitors, officials and spectators during the match. Course design should prevent inadvertent unsafe actions wherever possible.

Consideration must be given to the operation of any course of fire to provide suitable access for officials supervising the competitors.

Safe Angles of Fire – Courses of fire must always be constructed taking into account safe angles of fire. Consideration must be given to safe target and frame construction and the angle of any possible ricochets. Where appropriate the physical dimensions and suitability of backstops and side berms must be determined as part of the construction process.

Minimum Distances – Whenever metal targets or metal hard cover are used in a course of fire, precautions must be taken so that competitors and Match Officials maintain a minimum distance. Care should also be taken in respect of metal props in the line of fire.

Target Locations – When a course is constructed to include target locations other than immediately downrange, organizers and officials must protect or restrict surrounding areas to which competitors, officials or spectators have

access. Each competitor must be allowed to solve the competitive problem in his own way and must not be hindered by being forced to act in any manner which might cause unsafe action. Targets must be arranged so that shooting at them on an "as and when visible" basis will not cause competitors to breach safe angles of fire.

Range Surface – Where possible, the range surface must be prepared prior to the match, and be kept moderately clear of major trip hazard debris during the match, to provide reasonable safety for competitors and officials. Consideration should be given to the possibility of inclement weather and competitor actions.

Obstacles – Natural or created obstacles in a course of fire should reasonably allow for variations in competitors' height and physical build and should be constructed to provide reasonable safety for all competitors, Match Officials and spectators.

Common Firing Lines – Courses of fire where multiple competitors are required to fire simultaneously from a common firing line (e.g. Standard Exercises, Shoot-Off), must provide a minimum of 5 feet of free space between each competitor.

Obstacles or props are not designed to support weight of a shooter. Due to construction materials and use damage, competitors are warned about using props for support. Props such as real vehicles to shot into require board approval before they can be brought on the range.

Ammunition restrictions: No armor piercing or steel core ammunition No steel shot of any type No steel or steel core ammunition

These guidelines apply to shooting matches as well as training courses run at the West End Gun Club.

General target guidelines:

Porta Target – Savage Range – Shooting Steel Safely http://snailtraps.com/pdfs/SafetyGuide2005.pdf

MGM Targets http://www.mgmtargets.com/faqs/index.php#howClose

ArntzenTargets: http://www.arntzentargets.com/links1.htm

Print Responsible Party Name_____ Date_____

Signed_____

End of Form

16.2.4 Match - Event Proceeds Form see Section 5.24.1

Begin Form

	Statement of Match - Event Proceeds	
West End Gun Club, Inc. PO Box 541 Upland, CA 91785		
	Please Print	
Match - Event Title		
Match Director	Date	
Number of Entrants _		
Total Checks Collected		
Total Cash Collected		
- Other Charges Collected		
-		
Total Amount Collected _	the second se	
Comments		
Match – Event Director	Date	
Match – Event Director	Date (Signature)	
Submit this completed from along with slip to the club bookkeeper in person	Date (Signature) h all funds collected to the Rangemaster, to be returned along with funds bank deposit or to the Treasurer via USPS mail as soon after close of daily business as possible.	
Submit this completed from along with slip to the club bookkeeper in person	h all funds collected to the Rangemaster, to be returned along with funds bank deposit or to the Treasurer via USPS mail as soon after close of daily business as possible.	
Submit this completed from along with slip to the club bookkeeper in person 	h all funds collected to the Rangemaster, to be returned along with funds bank deposit or to the Treasurer via USPS mail as soon after close of daily business as possible.	
Submit this completed from along with slip to the club bookkeeper in person 	h all funds collected to the Rangemaster, to be returned along with funds bank deposit or to the Treasurer via USPS mail as soon after close of daily business as possible. unds Date	
Submit this completed from along with slip to the club bookkeeper in person — — — — — — — — — Receipt For Match – Event Fi Received from	h all funds collected to the Rangemaster, to be returned along with funds bank deposit or to the Treasurer via USPS mail as soon after close of daily business as possible. unds Date\$	
Submit this completed from along with slip to the club bookkeeper in person — — — — — — — — — Receipt For Match – Event Fi Received from	h all funds collected to the Rangemaster, to be returned along with funds bank deposit or to the Treasurer via USPS mail as soon after close of daily business as possible. unds Date	
Submit this completed from along with slip to the club bookkeeper in person Receipt For Match – Event Fi Received from Fotal Cash \$	h all funds collected to the Rangemaster, to be returned along with funds bank deposit or to the Treasurer via USPS mail as soon after close of daily business as possible. unds Date\$	
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End of Form

16.2.5 Match Sign-in Sheet see Section 5.30

2	Action	Cowboy	0.11		C Match Sign-li					
	Pistol	Action	Silhouette	3-Gun	NRA Mid-Range	LESA	PBR		IDPA	
0	Date: First Name	6	Director Signa	ture:	Alias	WEGC Member Fee Paid	WEGC Guest Fee Paid	Comp?	WEGC Member #	
1		-				\$	\$		7	3
2						\$	\$			3
3			21			\$	\$:
4						\$	\$:
5		0 10				\$	\$:
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9			æ .	2 ⁶ P		\$	\$:
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16			1 ²		2	\$	\$			
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18						\$	\$			
19	-					\$	\$			
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21			-1 			\$	\$!
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27						\$	\$			
				3	<u> </u>	\$	\$			
29						\$	\$			
29 30				2		\$	э \$			

End of Form

16.2.6 Reimbursements – Mileage & Expenses form see 8.8

Club directors off	icers and assistants	Begin form	nd club Committee, Board, or Genera	J
	nitted to submit milea		sts at \$.40 per mile if they so choose.	
Charge to Accoun				
Date	Reimbursed Mer	nber's Name		
Address				
Item or Service Pu	urchased			
		S	subtotal \$	
	Any and all recei	pts must accompany this f	orm for reimbursement.	
Destination of Trip)			
Purpose of Trip				
Mileage reimburs	ement is calculated	at \$ 0.40 per mile.		
Trip Date	Miles	X \$ 0.40 = Mileage S	Subtotal \$	
•	Т	otal Amount of Reimburse		
			Date	
Signature			Date	
J	se charges are accu Amount	rate and that I am not clain Date Paid	ning reimbursement from any other s	ource.

End form

16.2.7 Policy Request Form see Section 11.19

W.E.G.C. POLICY REQUEST FORM

Creation, Amendment, Appendment Policies & Procedures Save and email filled-out form request to policy@wegc.org -at least 14 days prior to bod consideration. This will then be distributed to all Board Members, Policy & Procedure Committee members for review and input.

Subject:

DATE:

ADDENDUM _____ AMENDMENT _____ NEW

WHO:

1. SPONSOR(S) OF THIS-

2. PERSON(S) AFFECTED BY THIS-

WHAT: SPECIFICS AND GOALS-

WHERE: AREAS AFFECTED (GEOGRAPHY & OTHER)-

WHEN: DATE(S) AFFECTIVE-

WHY: PURPOSE / JUSTIFICATION-

HOW: STEPS NEEDED TO COMPLETE AND MAINTAIN-

Prosed Policy language:

COMMENTS & Additional Input, including those reviewing this document:

.....end form.....

16.2.8 Recreational Bay Reservation Request Form ... see Section 12.1.4

WEGC Recreational Bay				
Fill out the member portions and send this request to <u>RESERVAT</u>	[ION@wegc.org	g to start th	e reservation process. I	Please check
club calendar for bay availability. wegc.org/calendar				
A FULL MEMBER must be in attendance at the event, at all times	s to oversee SA	FETY.		
Name WEGC FULL member-responsible party:		memb	ber #	
Contact Phone Number: Contact E-mail:	@	_		
Date of Reservation: Day of week:	Time:	to	Total Hours Used:	
Name WEGC FULL member-responsible party: Contact Phone Number: Contact E-mail: Date of Reservation: Day of week: What Bay(s) are requested? (\$100.00/ea. bay reserved)				
Type of event: (family target shooting; introduce friends, neighbor	rs or co-workers	s to shooting	g, etc.)	
Propane BBQ?[] Overnight Camping?[] (check ONLY if requ Type of targets will be used Paper? Steel? Clays? Other *NOTE: a ratio of 1 member to 3 guests must be maintained at all Full members are encouraged to obtain a WSO certificate for range r Total number of persons attending? How many WEGC Ful How many have WSO certification? WSO= WEGC SAFE *WSO Certification>Registration and Certification here <u>https://tir</u> 1. WSO#1Name 2. WSO#2Name 3. WSO#3Name	;Specify? I events. WSO (reservation even II members? ETY OVERSEEF nyurl.com/wso-c	nts. R(must be cert or <u>wego</u>	completed prior to ap c.org/rules	
This invoice portion is fil] CALENDAR cleared by Vice. Pres?		[iff Date Date Date Date	
\$100.00 represtional chapting recording for (on both	Dangamaatu		foo and abaaka in an	(aun)

<i>\$100.00 recreational shooting reservation fee</i> (ea. bay)	Rangemaster (collects fee and checks-in group)
Date Paid//	Amount Paid: \$
Rangemaster name:	Rangemaster Signature:

Range Master comments:

Member Agreement Portion

As the responsible WEGC member I understand that all members and guests participating in this recreational shooting event shall follow all WEGC Range Rules at all times. I understand that a WEGC Full Annual member must be in attendance at all times during this event. I understand this application is for recreational range use only and reserving through the range staff for any commercial or non-recreational range use is not permissible. I understand that I may not ever give the gate combination to a non-Annual WEGC

member. Further, I understand there is no smoking on the WEGC range, there are no open fires allowed, I must have a shovel with me at this event, I must clean up the range after its use, all shooters and observers must wear eye and hearing protection while in the presence of shooting. I am responsible for providing a signed waiver of liability from all non-WEGC members to this event and for depositing them with the Rangemaster Staff before this event starts.

Name (please print) :		WEGC #
Signature:	Date:	

The following FULL MEMBERs and WSOs will be present at the event:

1	1.
2	2.
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	.0.

16.2.10 Non-Recreational Use Rental Requirements.... see Sections 12.2.4 and 13.22

West End Gun Club Non-Recreational Use Rental Requirements

"Non-Recreational Use" is defined as any activity not covered by the Recreational Use Policy.

All Non-Recreational Use shall be aligned with our Club's Purpose: WEST END GUN CLUB, INC. (hereinafter referred to as the Club) is a non-profit California Corporation (501 (c)(7) Social Club) dedicated to encouraging organized rifle, pistol and shotgun shooting among citizens of the United States, improving the citizens' knowledge of safe handling and proper care of firearms, improving marksmanship and developing the characteristics of honesty, good sportsmanship, self-discipline and self-reliance as essential to good citizenship. Further, the Club shall achieve these goals by, among other means, regularly hosting and sponsoring as many different educational shooting and organized shooting related events as possible.

□1. All rentals and events for Non-Recreational Use must be authorized by Board vote. The Board retains final authority to approve variances from the requirements below.

□2. An insurance policy document provided to WEGC with a minimum of \$1,000,000 of liability coverage listing WEGC as a co-insured for all of the dates of the event.

 \Box 3. A contract agreement Non-Recreational Use rentals listing; the name of the event, dates & times of the event, the name of the sponsor organization, the name of the on-site responsible member representing the event organization, statement of the minimum-maximum number of persons involved, a description of the facilities to be provided by WEGC and a description of all services and or equipment to be provided by WEGC.

□4. A WEGC member must be on-site during the event for Non-Recreational Use rentals. That person is responsible to enforce WEGC Range Rules and Policies.

□5. A signed WEGC Liability Waiver by everyone on Club property attending the event including spectators.

□6. A shooting plan which conforms to WEGC policies must be submitted to the Board for approval prior to the event.

Suggestive:

 \Box 7. Non-Recreational Use rentals start at minimum \$200 per day per bay and \$20 per participant per day.

Updated September 12 2017

16.2.10 Parent or Legal Guardian Permission and Release Form for Minor to use Firearms and Ammunition in California - also see Section 12.23 Youth – Parental Permission



PARENT OR LEGAL GUARDIAN PERMISSION AND RELEASE FORM FOR MINOR TO USE FIREARMS AND AMMUNITION IN CALIFORNIA

_____, (Print name of Parent or Legal Guardian)

parent or legal guardian of_

I,

(Print Name of Child)

hereby give my child express permission and consent to be lent and possess firearms (handguns and long guns) and ammunition to engage in lawful, recreational sport. (Cal. Penal Code §§ 27945, 29610, 29615, 29650, 29655; 18 U.S.C. § 922(x)). As used in this form, "firearms" include any handguns, long guns, or shotguns that may lawfully loaned to and possessed by a minor under state and federal law. I also give my child express permission and consent to possess, and for a person to loan to my child, a "BB device" as defined in Cal. Penal Code § 16250. (Cal. Penal Code § 19915).

This consent is valid, absent my express revocation thereof, for ten (10) days from the date of my signature. A photocopy or facsimile of this written consent will serve as an original. **This written consent form must remain in my child's possession at all times while he or she possesses any firearms or ammunition.**

Signature of Parent or Legal Guardian

Date

Disclaimer This written consent form has been prepared for general educational informational purposes only, and does not constitute legal advice. Michel & Associates, P.C. the National Rifle Association, and the California Rifle & Pistol Association do not warrant or guarantee the accuracy, completeness, adequacy, or currency of the information contained herein. Users of this from do so at their own risk. You assume full responsibility and risk of loss resulting from the use of this information. Michel & Associates, P.C., the National Rifle Association, and the California Rifle & Pistol Association will not be liable for any direct, special, indirect, incidental, consequential, or punitive damages or any other damages whatsoever resulting from the use of this form.

16.2.11 WEGC Inventory Chain of Custody Form see Section 15.2.4

West End Gun Club Inventory Chain of Custody	
Description of Item(s)	
Department, Discipline, Container, Oversight	
Date of transfer -	
From (person #1)	
Location -	
To (person #2)X	
X Person #1	
X Person #2	
NOTES:	

End of form

16.3 Agreements

16.3.1 Leases Agreement from Section 11.13

Agreement - Template

Proposed Lease Agreement with _____ and West End Gun Club

1. The leaser, West End Gun Club (WEGC) of 1324 E 4th Street, Ontario, CA 91764 and the lessee,

agree to enter into a lease agreement for the rental of container

storage space and use of the WEGC Range facilities.

2. The lease period shall be from ______ until ______ after which time this lease agreement may be renewed by the consent of the WEGC and _______ for another calendar year.

3. ______agrees to pay West End Gun Club \$_____per month to rent storage space in a shipping container for equipment ______uses for testing and or research on the WEGC ______

_____further agrees to pay ranges fees of \$_____ per hour for the time they are present and conducting testing and or research on the shotgun range.

_____agrees to reserve the range use times for this testing and or research by prior verbal or written agreement with the current WEGC Range-Master.

_____agrees to performance of testing on weekdays when the impact to WEGC members is lowest.

At least one of the ______employees present during range use must be a current West End Gun Club

member. ______agrees to have all non-member personnel sign a WEGC Liability Waiver whenever they are present on the range.

_____agrees to observe and follow all WEGC Range Safety Rules and Policies currently in effect whenever ______is using WEGC range facilities.

Each calendar year ______agrees to provide a \$1,000,000.00 liability insurance policy document listing WEGC as a co-insured that is in effect any time that _______is using the range facility for testing as described in this lease

_____agrees to hold WEGC harmless for acts not specifically caused by the acts of the Club members, officers, directors and or employees.

_____shall defend WEGC against all claims filed against the leaser, arising out of the acts of the lessee's employees, or consultants.

The lessee shall insure the range is cleaned and equipment returned to the proper storage facilities after each use.

The lessee shall not be responsible for the acts of others causing harm to the WEGC facilities, not under the direction of the lessee. The WEGC facilities shall not be modified, altered or constructed on without written authorization.

4. WEGC, the leaser, shall provide dedicated locations for the storage of equipment and supplies for MDS Inc.

WEGC shall not be responsible for any damage to stored items and equipment that is caused by acts of god or those on the WEGC premises without specific authorization.

WEGC shall maintain access to all range facilities and maintain the condition of the range in such a way to provide reasonable access.

WEGC shall reasonably notify the lessee when conditions arise that would prevent the lessee's use of the facilities.

5. This is the complete agreement and there are no promises outside this written agreement.

6. ______shall mail the monthly lease payment for the storage container space to: WEGC PO Box 541 Upland, CA 91785 and shall also remit the hourly range fees there or pay them directly to the WEGC Range-master when present and working at the range.

7. The unique character of this agreement is for the purposes of the lessee's research, which is very unique and specific to the kinds of equipment involved. In addition, the liability incurred by both parties from the nature of the kinds of equipment and its misuse requires that any substitution of personnel, change in the kinds of material being tested, process, or the general operating conditions shall not be made without the specific prior written agreement of the parties. It is further agreed the

_____shall not be required to reveal any trade secrets and that an inadvertent release of proprietary information shall be kept confidential by WEGC.

8. The parties may modify this agreement at any time by mutual written consent.

9. This agreement does not authorize ______to incur expenses that obligate the WEGC of any manor.
10. Either party may terminate this contract with a 90-day written notice. All fees shall be paid in full until the termination date. All

items stored by ______shall be removed before the termination date with the removal supervised by a representative designated by the WEGC Board of Directors.

11. If any term of this agreement is found to have been waived, the remaining terms shall remain in full force and effect.

12. In the event a court would find certain portions of this agreement void or waived, does not void or waive the entire agreement. All terms not disturbed by the court will remain in effect for the life of the agreement.

Signing for West End Gun Club Date

Please Print Name <u>Title</u>
Signing for Date

Please Print Name ______Title

<End of form>

16.3.2 see section 14.4

LEASE AGREEMENT BETWEEN

THE TOP GUN TRAINING CENTRE, LLC

AND

WEST END GUN CLUB, INC.

INTRODUCTION

This lease agreement supersedes all agreements between the TOP GUN TRAINING CENTRE, now legally known as THE TOP GUN TRAINING CENTRE, LLC, its predecessor TOP GUN TRAINING CENTRE, INC (now dissolved), both represented by Robert J. Kirschner, Chief Financial Officer and WEST END GUN CLUB, INC represented by Charles Herron, President, dating back to the initial agreement dated July 3, 2001.

SECTION ONE

For consideration specified in section six of this agreement, West End Gun Club, Inc. agrees to lease to The Top Gun Training Centre, LLC the first bay inside the gate to the southwest of the pistol and rifle range for the purpose of use of force training for civilian, security and law enforcement personnel.

SECTION TWO

The Top Gun Training Centre, LLC and its parent corporation Threat Management And Protection, Inc. agree to continue to have in place a general liability insurance policy with a minimum limit of one million dollars, naming West End Gun Club, Inc. as a certificate holder and an additional insured.

SECTION THREE

West End Gun Club, Inc. shall grant The Top Gun Training Centre, LLC twenty four hour access to The Top Gun Training Centre, LLC's facilities.

SECTION FOUR

For the purpose of this lease agreement, the buildings and container (40 foot) purchased or constructed by The Top Gun Training Centre, LLC shall transfer in ownership to West End Gun Club, Inc., but be for the sole exclusive use of The Top Gun Training Centre, LLC for the duration of the lease. The container (20 foot) is the property of the West End Gun Club, Inc. and is in place for the sole exclusive use of The Top Gun Training Centre, LLC for the duration of the lease.

Page 1

LEASE ACREEMENT BETWEEN THE TOP CUN TRAINING CENTRE, LLC (A wholly owned subsidiary of Threat Management And Protection, Inc.)

(A wholly owned subsidiary of Threat Management And Protection. Inc.) AND WEST END GUN CLUB, INC.

SECTION FIVE

Current signage is acceptable to West End Gun Club, Inc. The Top Gun Training Centre, LLC reserves the right to add signage below the existing two steel signs stating "A wholly owned subsidiary of Threat Management And Protection, Inc."

SECTION SIX

West End Gun Club, Inc. and The Top Gun Training Centre, LLC agree to the following five year, six month lease payment schedule: <u>July 1, 2008 through December 31, 2013 - \$500.00</u> <u>per month, due the 10th of each month</u>

West End Gun Club, Inc. and The Top Gun Training Centre, LLC agree to two additional five year lease renewal options, payment to be negotiated, but not to exceed a 10% increase from option to option. (e.g.: 01/01/2014 - Maximum \$550.00 // 01/01/2019 - Maximum \$605.00)

West End Gun Club, Inc. and The Top Gun Training Centre, LLC agree that any time operations are interrupted by a natural disaster. not limited to fire, flood and other acts of God, or the facility becomes inaccessible due to the "creek fising" and the like for more than 10 days, said month's lease payment shall be suspended, and in lieu of payment a document of such suspension shall be generated by The Top Gun Training Centre, LLC to West End Gun Club, Inc. for both entities records.

SECTION SEVEN

Disputes arising as to lease renewal option increases or other matters shall become the subject of binding arbitration by a neutral third party and such fees of the arbitration shall be borne by both parties equally.

DATED: -JULY & ZWF

FOR THE TOP GUN TRAINING CENTRE, LLC

7 22-Robert J. Kirschner, Chief Financial Officer

FOR THE WEST END GUN CLUB, INC.

telles Harrow

Page 2

16.3.3 Meggitt Defense Systems lease - see Section 14.5

Lease Agreement with Meggitt Defense Systems Inc and West End Gun Club

 The leaser, West End Gun Club (WEGC) of 1324 E 4th Street, Ontario, CA 91764 and the lessee, Meggitt Defense Systems Inc (MDS Inc), of 9801 Muirlands Blvd., Irvine, CA 926128-2521 agree to enter into a lease agreement for the rental of container storage space and use of the WEGC Range facilities.

2. The lease period shall be from April 12, 2011 until December 31, 2012 after which time this lease agreement may be renewed by the consent of the WEGC and MDS Inc for another calendar year.

- 3. Meggitt Defense Systems Inc agrees to pay West End Gun Club \$75.00 per month to rent storage space in
- a shipping container for equipment MDS Inc uses for testing and or research on the WEGC shotgun range. A. MDS Inc agrees to reserve the range use times for this testing and or research by prior verbal or written
- agreement with the current WEGC Range Officer to assure there are no schedule conflicts. B. MDS Inc agrees to performance of testing on weekdays when the impact to WEGC members is lowest.
- C. At least one of the MDS Inc employees present during range use must be a current West End Gun Club member.
- D. MDS Inc agrees to have all non-member personnel sign a WEGC Liability Waiver whenever they are present on the range.
- E. MDS Inc agrees to observe and follow all WEGC Range Safety Rules and Policies currently in effect whenever MDS Inc is using WEGC range facilities.
- F. Each calendar year MDS Inc agrees to provide a \$1,000,000.00 liability insurance policy document listing WEGC as a co-insured that is in effect any time that MDS Inc is using the range facility for testing as described in this lease
- G. MDS Inc agrees to hold WEGC harmless for acts not specifically caused by the acts of the Club members, officers, directors and or employees.
- H. MDS Inc shall defend WEGC against all claims filed against the leaser, arising out of the acts of the lessee's employees, or consultants.
- I. The lessee shall insure the range is cleaned and equipment returned to the proper storage facilities after each use.
- J. The lessee shall not be responsible for the acts of others causing harm to the WEGC facilities, not under the direction of the lessee.
- K. The WEGC facilities shall not be modified, altered or constructed on without written authorization.
- 4. WEGC, the leaser, shall provide dedicated locations for the storage of equipment and supplies for MDS Inc.
 - A. As long as MDS observes all other stipulations of the lease WEGC will waive usual hourly range use fees
 - WEGC shall not be responsible for any damage to stored items and equipment that is caused by acts of god or those on the WEGC premises without specific authorization.
 WEGC shall maintain access to all range facilities and maintain the condition of the range in such a
 - C. WEGC shall maintain access to all range facilities and maintain the condition of the range in such a way to provide reasonable access.

Page 1 of 2

Lease Agreement with Meggitt Defense Systems Inc and West End Gun Club

- D. WEGC shall reasonably notify the lessee when conditions arise that would prevent the lessee's use of the facilities.
- 5. This is the complete agreement and there are no promises outside this written agreement.
- MDS Inc shall mail the monthly lease payment for the storage container space to: WEGC PO Box 541 Upland, CA 91785.

7. The unique character of this agreement is for the purposes of the lesse's research, which is very unique and specific to the kinds of equipment involved. In addition, the liability incurred by both parties from the nature of the kinds of equipment and its misuse requires that any substitution of personnel, change in the kinds of material being tested, process, or the general operating conditions shall not be made without the specific prior written agreement of the parties. It is further agreed the MDS Inc shall not be required to reveal any trade secrets and that an inadvertent release of proprietary information shall be kept confidential by WEGC.

8. The parties may modify this agreement at any time by mutual written consent.

9. This agreement does not authorize MDS Inc to incur expenses that obligate the WEGC of any manor.

10. Either party may terminate this contract with a 90-day written notice. All fees shall be paid in full until the termination date. All items stored by MDS Inc shall be removed before the termination date with the removal supervised by a representative designated by the WEGC Board of Directors.

11. If any term of this agreement is found to have been waived, the remaining terms shall remain in full force and effect.

12. In the event a court would find certain portions of this agreement void or waived, does not void or waive the entire agreement. All terms not disturbed by the court will remain in effect for the life of the agreement.

Date 3-23-11 Signing for West End Gun Club Zalen ten

Please Print Name Terry Ahlgren

Signing for Meggitt Defense Systems Inc Date

Please Print Name Ken Krause

Title Deputy Program Manager

Title Treasurer

Page 2 of 2

16.5.1 Road Grant Agreement see Section 13.23.

<text></text>	IRCS-CA-ENG-6 ev February 1999		
<form><form><form><form></form></form></form></form>	JS Department of Agriculture	U.S DEPARTMENT OF AGRICULTURE NATURAL RESOURCES CONSERVATION SERVICE CALIFORNIA	
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<form><form><form><form><form><form></form></form></form></form></form></form>	shall be the responsibility of the landowner to notify the Contractor or persons doing the above stated	Job Location 3070 Lytle Creek Rd., Lytle Creek, CA	-
<form><form><form><form></form></form></form></form>		County Riverside RCD Farm/Tract No18191	
<form><form><form><form><form></form></form></form></form></form>	(Contact Name)	Referral NoPrepared ByHaejin LeeDate5/31/2017	
<form><form><form><form><form></form></form></form></form></form>	How Notified: in person Date:		
<form><form><form><form></form></form></form></form>	Work to be Done:Replace as needed When:unring construction	IT SHALL BE THE RESPONSIBILITY OF THE OWNER TO OBTAIN ALL NECESSARY PERMITS	
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<form><form><form><form><form><form></form></form></form></form></form></form>		Installation shall be in accordance with the following drawings, specifications and special requirements. NO CHANGES ARE TO BE MADE IN THE DRAWINGS OR SPECIFICATIONS WITHOUT PRIOR APPROVAL	
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<form><form><form><form></form></form></form></form>	Utilities to be relocated: (Work to be done)		
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<form><form> minimized market in the second se</form></form>	How: Date:/ _/	 All Earthwork shall be performed in accordance with Construction Specification (903). Compaction shall conform to Method 2, Pneumatically tired equipment, or Method 3, Track Laying Equipment. 	
<form><form> Marchan densite function of the fun</form></form>		Concrete shall be installed in accordance with NRCS Construction Specification (900) and Construction	
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16.6 Reports

16.6.1 BMP Annual Reports see Section 12.5

Goals and Suggestions for compliance with WEGC ESP/BMPs

Discovery was performed to establish what has been accomplished and establish baselines (if necessary). In 2015, the RDPC worked to gather information and records from previous efforts to implement and comply with BMPs. This information will be compiled and entered into records for current and future program managers.

Written records are necessary to establish compliance with BMPs and monitor progress. Without written records, it is impossible to hand the program off to next set of volunteers and staff members. Efforts will be made in 2016 to coordinate with range staff to maintain adequate records for compliance.

Establish a place of storage for records. Place should be easily accessed by active participants. This storage area should also include a library of reference materials. Consider using two or more sources for archival purposes. This will be finalized in 2016. It is a working set of records be maintained as an ongoing process. An archival copy should be submitted annually to the secretary for the purpose of security.

Identify RPs (Responsible Parties). If volunteers are not available, recommend that paid entities be used for compliance. If outside vendors/contractors are used, maintain a contact database for reference. It is recommended that paid range staff be used to implement part of this program. Efforts should be coordinated with RDPC volunteers. RDPC should maintain oversight of program.

Keep a Calendar so that important dates can be properly tracked and activities can be triggered in a timely manner. Important dates should be highlighted as well as milestones.

Written procedures and training - Construct and maintain an active set of training materials to aid workers and members on proper behavior for compliance with BMPs. Procedures and Training shall at least include the following:

Provide, maintain, and instruct shooters on proper use of target holders and proper target placement on all rifle and pistol ranges so targets are placed such that bullets passing near or through the targets from the normal shooting positions and firing lines hit the backstops. Identify appropriate designs and positions for target holders on all ranges. Establish appropriate range practices and rules concerning proper target positioning, educate range officers and shooters to their importance, and emphasize compliance in ongoing range operations. Emphasize good shooting practices and rules to ensure that appropriate and properly positioned targets are used.

Establish a self-auditing system to measure compliance. A method of quantification should be established for each BMP using BMP and EPA's guidelines whenever possible and practical.

BMP 1: Annually WEGC will review implementation of the BMPs during the past year and adopt revised and updated BMPs as appropriate for the coming year.

Step 1: Assign a person overall responsibility for BMP implementation.

Step 2: At least annually evaluate and revise the BMPs as appropriate by considering and addressing relevant issues. Step 3: Prepare updated BMP guidance for the coming year and recommend it to WEGC management for acceptance and implementation.

Goal 2: Anticipate the possibility of future change in use of the property WEGC intends to operate its ranges as a modern shooting venue for many years. The recorded deed to the property has a restriction that the lands designated for shooting remain exclusively for shooting purposes in perpetuity. Therefore, this Goal is achieved by a legally binding document, and no specific BMP is necessary.

Goal 3: Periodically reclaim and recycle lead as part of range operation and maintenance

2016 recommendations-Establish March as calendar date for committee recommendations, modifications, changes

to ESP and BMP implementation, to BoD for current calendar year. RDPC recommends that at least three qualified companies be contacted to assist with lead recycling and results documented.

BMP 2: Contract with a well-qualified firm to reclaim and recycle bullets when appropriate from the rifle and pistol ranges consistent with applicable regulations and guidance.

Step 1: Identify candidate companies with experience in satisfactorily reclaiming and recycling bullets from rifle and pistol ranges.

Step 2: Periodically contact a lead reclamation company identified in Step 1 to determine when lead reclamation is feasible.

Step 3: When sufficient lead has accumulated to warrant reclamation, schedule, conduct, and record these activities. Step 4: Reface the backstops and re-grade the range floors after bullet reclamation as appropriate consistent with other BMPs.

2016 recommendations- See #1. Record results and revisit annually or recommend a different frequency.

2017- A lead mining/recycling company has confirmed that they can and will reclaim lead from our berms with an 80/20 percent split, leaving WEGC with a payment equal to 20% of the value of the lead recovered from the range. The company has penciled us in on the schedule for spring of 2017 and we have requested a contract or proposal confirming this information.

BMP 3: Contract with a well-qualified firm to reclaim and recycle shot when appropriate from the Shotgun Range consistent with applicable regulations and guidance.

Step 1: Identify candidate companies with experience in satisfactorily reclaiming and recycling shot from clay target shotgun venues.

Step 2: Periodically contact a lead reclamation company identified in Step 1 to determine when lead reclamation is feasible.

Step 3: When sufficient lead has accumulated to warrant reclamation, schedule, conduct, and record these activities. Step 4: Re-grade the cumulative shot fall area after shot reclamation as appropriate consistent with other BMPs.

Goal 4: Optimize management of empty cartridge cases, shotgun hulls, wads, and clay targets

2016 recommendations- No activity on shotgun range per range closure. No further steps required until shotgun activity starts up again. Careful consideration should be made with future shotgun activities.

BMP 4: Include collection of empty cartridge cases in ongoing operation and maintenance on the rifle and pistol ranges as warranted, and manage consistent with accepted practice. Include rimfire cases as well as centerfire cases.

Step 1: Identify likely method of collecting empty cartridge cases.

Step 2: Experiment with various methods of collecting empty cartridge cases to determine the optimum method for WEGC.

Step 3: Collect empty cartridge cases as part of ongoing operation and maintenance as frequently as warranted.

Step 4: Determine the value of brass cartridge cases for reuse and for recycling.

Step 5: Reuse or recycle empty cartridge cases to the extent warranted for each type of material. If another method of disposition proves more appropriate, initiate that method for types of cases not warranting recycling.

2016 recommendations -Cases are currently collected by the range staff during normal cleanup. Brass cases are

resold to club members for reloading and recycled periodically with metal recycler. Steel and aluminum are sold as scrap or trashed. Records should be collected from accounting to enter into BMP log.

2017- In late 2016, the club purchased a 6' wide magnet that will pick up steel cases up to 5" from the surface of the

ground. This will be mounted to the range utility vehicle to make collecting steel cases more efficient. A plan has been made to build a trailer for the utility vehicle which would have a wire mesh bottom to allow the collection of non-ferrous cases from the bays, while allowing dirt to fall though the mesh in order to speed up collection and sorting of brass from plastic or aluminum cases. In 2017, \$5,406.59 was spent on wages paid to employees for the purpose of picking up used cartridge cases, shotgun hulls, and other debris left on ranges. A portion of the brass cases are sorted by cartridge designation and sold to shooters. The remaining cases are reported to be sold to a metal recycling center.

BMP 5: Include collection of hulls in operation and maintenance of the Shotgun Range as warranted, and manage consistent with accepted practice.

Step 1: Identify likely method of collecting hulls.

Step 2: Experiment with various methods of collecting hulls to determine the optimum method for WEGC.

Step 3: Collect hulls as part of ongoing operation and maintenance as frequently as warranted, and dispose them as trash.

Step 4: Investigate the practicality, cost-effectiveness, benefits, and limitations of recycling hulls, as well as other methods of disposition.

Step 5: If warranted, begin recycling hulls. If another method of disposition proves more appropriate, initiate that method.

2016 recommendations – No current shotgun range activity. No further action required. Careful consideration should be made with future shotgun activities.

BMP 6: Collect wads from the Shotgun Range as warranted, and manage consistent with accepted practice.

Step 1: Identify likely method of collecting wads.

Step 2: Experiment with various methods of collecting wads to determine the optimum method for WEGC.

Step 3: Collect wads as part of ongoing operation and maintenance as frequently as warranted, and dispose them as trash.

Step 4: Investigate the practicality, cost-effectiveness, benefits, and limitations of recycling plastic wads, as well as other methods of disposition.

Step 5: If warranted, begin recycling wads. If another method of disposition proves more appropriate, initiate that method.

2016 recommendations – No current shotgun range activity. No further action required. Careful consideration should be made with future shotgun activities.

BMP 7: Contract with a firm to manage targets when appropriate on the Shotgun Range consistent with applicable regulations and guidance.

Step 1: Determine whether target accumulations on the Shotgun Range warrant management.

Step 2: If management is necessary, identify candidate companies with experience in satisfactorily managing waste consistent with applicable regulations and guidance.

Step 3: When target accumulations warrant, contract with a company identified in Step 2 to manage targets consistent with applicable regulations and guidance.

Step 4: Re-establish vegetative ground cover as appropriate after target management, consistent with other BMPs. Goal 5: Minimize potential environmental activity of shooting-associated materials

2016 recommendations – No current shotgun range activity. No further action required. Careful consideration should be made with future shotgun activities.

BMP 8: Periodically measure the pH of soil on each rifle and pistol range backstop and range floor, and on the cumulative shot-fall area of the Shotgun Range. Maintain the soil pH between 6.5 and 8.5, the soil pH recommended at shooting ranges by EPA (2005).

Step 1: Measure the pH of soil on each rifle/pistol range backstop and range floor and throughout the cumulative shot fall area of the Shotgun Range.

Step 2: Determine whether the soil pH on the ranges is at a level at which it should be maintained.

Step 3: If pH is not within the range recommended by EPA (2005), determine the appropriate material (e.g., agricultural lime) to bring soil pH into the ideal range, and the amount of that material required.

Step 4: Determine the optimal form, and application method for the material used to maintain soil pH within the recommended range.

Step 5: Select the optimal form(s) and application method(s), determine the necessary steps, and schedule application.

Step 6: Measure soil pH annually and maintain records of soil pH measurement and results to document that pH remains within the recommended range, and to determine when it may again be necessary to bring surficial soil pH back within the recommended

range.

2016- Recommendations – Measurements should be taken after rainy season. These measurements should be evaluated against earlier measurements and pH adjustments made as needed to maintain soil pH.

BMP 9: Maintain the Rifle/Pistol Ranges and Shotgun Range as necessary to prevent standing water in areas where lead may be present.

Step 1: After an extended wet period, observe range floors and the cumulative shot fall area to identify any places where standing water lingers.

Step 2: Mark places where standing water lingers so that they can be graded.

Step 3: When the soil is sufficiently dry, grade the places to eliminate standing water in areas where lead may be present.

Step 4: After grading, re-establish and maintain whatever vegetative ground cover, if any, may be appropriate consistent with other BMPs.

2016- Recommendations – Range staff should make observations and make adjustments to improve.

2017- Range staff continually makes adjustments to the roads and range floors to prevent standing water.

BMP 10: To the extent practical consistent with site topography, soil types, and climate, grade and maintain range floors and backstops and the cumulative shot fall area to minimize the potential for particles to be carried off the ranges by surface runoff.

Step 1: Investigate the applicability of State and local stormwater management regulations.

Step 2: Identify topographical lows along which runoff moves across the full length of each rifle/pistol range, and over the cumulative shot fall area of the Shotgun Range.

Step 3: Determine the appropriate locations and sizes for the settling areas in these topographical lows.

Step 4: Design and construct the settling areas.

Step 5: Maintain the effectiveness of the settling areas as necessary.

2016 recommendations – This needs further attention and study. Settling areas. These need to be included in future projects. Consideration should be given to moving the settling pond at the main range to the edge of our property and installing culverts at the main range.

BMP 11: Conduct an Initial Determination as required by the Occupational Safety and Health Administration (OSHA). Step 1: Identify a qualified contractor to conduct the Initial Determination following the proper testing protocol and evaluate the results. Step 2: Evaluate job descriptions and work activities to identify the WEGC worker activities most likely to result in inhalation of lead.

Step 3: Evaluate these activities to identify activities, if any, likely to contribute to inhalation of lead.

Step 4: Have the contractor conduct personal inhalation zone air sampling according to OSHA protocol on the likely most highly exposed workers.

Step 5: Have the contractor evaluate the data in relation to relevant OSHA requirements.

Step 6: If warranted, identify, evaluate, select, schedule, and implement range operation and maintenance steps to reduce lead inhalation.

Step 7: Maintain records of the Initial Determination in accordance with OSHA regulations.

2016 recommendations – It should be established that all range staff be baseline tested at time of hiring. An OSHA program should be put into place as part of ongoing employee management. A regular monitoring program should be established along with written program and records. Medical testing records should be secured in a safe place, accessible only to Range Staff management.

BMP 12: Remain current on advances in shot other than lead, and re-evaluate its use as warranted.

Step 1: Periodically investigate and remain current on advances in shot other than lead relative to use at WEGC. Step 2: Whenever warranted, identify issues related to concurrent use of lead shot and shot of other material(s), or exclusive use of shot of other material(s) at WEGC.

Step 3: Whenever warranted by sound environmental and business considerations, institute concurrent use of lead shot and shot of other material(s), or exclusive use of shot of other material(s) at WEGC.

Goal 6: Keep shooting-associated materials on WEGC property and out of water and other inappropriate areas 2016 Recommendations – no further action required at this time. Review new shot construction standards for future shotgun activity. Remain current on shot other than lead.

BMP 13: Confirm that the rifle/pistol ranges and bays are consistent with guidance in the NRA (2012) Range Source Book, especially for backstop and side berm design and construction. Determine the need, if any, for modification(s), and identify, schedule, and implement modification(s) as appropriate.

Step 1: Identify the applicable guidance on backstop and side berm design and construction in the NRA (2012) Range Source Book.

Step 2: Document that the design, construction, and height of the backstop and side berms on each range are consistent with NRA (2012) guidance.

Step 3: If any range is not consistent with NRA (2012) guidance applicable to backstop(s) or side berm(s), identify possible modifications to make the range(s)

consistent with the NRA (2012) guidance.

Step 4: Determine the benefits (including environmental benefits), limitations (including habitat destruction or alteration), and costs (including construction and operation and maintenance) of each modification identified.

Step 5: Select the appropriate modification(s), determine the necessary steps, schedule

implementation, and operate and maintain backstops, and side berms, as appropriate.

2016 recommendations – RDPC and range staff should work together to maintain NRA berm and backstop standards. Berms 1,3,6 should be evaluated in 2016. Back berms should be repaired to comply with this standard.

BMP 14: Provide, maintain, and instruct shooters on proper use of target holders and proper target placement on all rifle and pistol ranges so targets are placed such that bullets passing near or through the targets from the normal shooting positions and firing lines hit the backstops.

Step 1: Identify appropriate designs and positions for target holders on all ranges.

Step 2: Establish appropriate range practices and rules concerning proper target positioning, educate range officers and shooters to their importance, and emphasize

compliance in ongoing range operations.

Step 3: Emphasize good shooting practices and rules to ensure that appropriate and properly positioned targets are used.

2016 recommendations - RDPC and range staff should continue to work towards good and proper target placement. The main range and shooting bays are designed to keep projectiles on the property and in the designated impact areas. Back berms and minor adjustments are needed for 2016. Future range modifications and development should be made with this BMP in mind.

BMP 15: Assure that bullets, including ricochets and bullets "flipped" off the backstop, from the 500-Meter or any other rifle/pistol range do not reach the WEGC property boundary or inappropriate areas on the property. Determine the need for management, identify potential operation and maintenance alternatives, and implement the optimal alternative(s) as appropriate.

Step 1: Mark the legal boundary of the WEGC property and any inappropriate areas near the 500-Meter Range backstop and the backstops of all rifle/pistol ranges along Meyer Creek shooting generally southwestward.

Step 2: Approximate the distribution of bullets behind and to the sides of each backstop to guide Step 3.

Step 3: Determine the actual distribution of bullets behind and to the sides each backstop or range, using the findings of Step 2 as a guide.

Step 4: If results indicate bullets reach the WEGC property boundary or inappropriate areas, identify possible modifications to prevent this.

Step 5: Determine the benefits (including environmental benefits), limitations (including habitat destruction or alteration), and costs (including operation and maintenance) of each alternative identified.

Step 6: Select the optimal alternative(s), determine the necessary steps, and schedule implementation.

2016 recommendations – RDPC and range staff should continue to work towards good and proper target placement. The main range and shooting bays are designed to keep projectiles on the property and in the designated impact areas. Back berms and minor adjustments are needed for 2016. Future range modifications and development should be made with this BMP in mind.

2017- RDP has developed a map to show the proper impact areas when shooting from the rifle pads. Using only these impact areas will ensure projectiles stay on the property. The map will be posted on the rifle pads, before they reopen for shooting. RDP is also discussing the design of a map to indicate proper target/impact areas for the bays and improvements to the berms to contain the bullets.

BMP 16: Assure that shot, wads, hulls, and clay targets from shotgun shooting at clay targets thrown into the air on the rifle/pistol ranges do not reach the WEGC property boundary or inappropriate areas on the property. Determine the need for management, identify potential operation and maintenance alternatives, and implement the optimal alternative(s) as appropriate.

Step 1: Mark the boundary of the WEGC property and any inappropriate areas where

shot, wads, hulls, and clay targets may fall from shotgun shooting at clay targets thrown into the air on the rifle/pistol ranges.

Step 2: Approximate the distribution of shot, wads, hulls, and clay targets from shotgun shooting at clay targets thrown into the air on the rifle/pistol ranges.

Step 3: Determine the actual outer perimeter of shot, wads, hulls, and clay targets from shotgun shooting at clay targets thrown into the air on the rifle/pistol ranges, using the approximation in Step 2 as a guide.

Step 4: If results warrant, (1) stop shotgun shooting at aerial targets from any rifle/pistol range that deposits shot, wads, hulls, or clay targets in inappropriate areas, and (2) identify possible measures to remove shooting-associated materials that may be inappropriate areas

Step 5: Determine the benefits (including environmental benefits), limitations (including habitat destruction or alteration), and costs (including operation and maintenance) of each alternative identified.

Step 6: Select the optimal alternative(s), determine the necessary steps, and schedule implementation. 2016 recommendations - No current shotgun range activity. No further action required. Careful consideration should be made with future shotgun activities.

BMP 17: Assure that shot, wads, hulls, and clay targets from the Shotgun Range do not reach the WEGC property boundary or inappropriate areas on the property from any shooting position/target presentation. Determine the need for management, identify potential operation and maintenance alternatives, and implement the optimal alternative(s) as appropriate.

Step 1: Mark the boundary of the WEGC property and any inappropriate areas near the Shotgun Range.

Step 2: Approximate the distribution of shot for each shooting position/target presentation on the Shotgun Range. Step 3: Determine the actual outer perimeter of the cumulative shot fall area of the Shotgun Range, using the approximation in Step 2 as a guide.

Step 4: If results identify any shooting position/target presentation from which shot reaches the WEGC property boundary or inappropriate areas for shot fall, identify

possible modifications to prevent this.

Step 5: Determine the benefits (including environmental benefits), limitations (including habitat destruction or alteration), and costs (including operation and maintenance) of each alternative identified.

Step 6: Select the optimal alternative(s), determine the necessary steps, and schedule implementation. Goal 7: Discourage ingestion of shot by birds

It is possible that seed-eating birds may incidentally ingest shot if they feed in the cumulative shot fall area of the Shotgun Range. Feeding of seed-eating birds is discouraged in wooded/brushy areas with minimal seed-producing weeds and other vegetation, and where grass is thick with few bare spots and tall enough to conceal predators, yet not allowed to develop seeds that might serve as food. Obviously, seed-eating birds do not feed in bare areas devoid of vegetation. WEGC maintains its ranges, including the entire cumulative shot fall area of the Shotgun Range, free of vegetation for fire control. According to WEGC, approximately 80% of the property consists of unmanaged native vegetation bird and wildlife habitat. This habitat is much more attractive to birds than the unvegetated cumulative shot fall area of the Shotgun Range. Therefore, seed-eating birds are not likely to feed in or frequent the cumulative shot fall area of the Shotgun Range, and no BMP is necessary to supplement routine vegetation control for fire prevention in order to achieve this Goal. [QUESTION FOR REVIEWERS: The preceding discussion explains why no BMP is necessary to achieve this Goal. The last half of this discussion ignores the shot on the brushy hillsides from shooting shotguns at aerial targets on the rifle/pistol ranges. My recommendation is to leave the discussion here, and in the (unlikely?) event that this question is ever raised, leave it to WEGC at that time to respond that it is addressing the issue consistent with BMP 16.

2016 recommendations - No current shotgun range activity. No further action required. Careful consideration should

be made with future shotgun activities.



External References are NOT part of this manual. They are included to provide additional information to the Membership.

External References

CORPORATION - Limit to Liability 7231 & 7231.5

EXTERNAL REFERENCES

CORPORATION - Limit to Liability 7237

IRS Limited Membership 501 (c) (7) Social Clubs

Robert's -RRO Motion to Reconsider Robert's -RRO Debate on Question Call

CORPORATION - Limit to Liability 7231 & 7231.5

7231.

(a) A director shall perform the duties of a director, including duties as a member of any committee of the board upon which the director may serve, in good faith, in a manner such director believes to be in the best interests of the corporation and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

(b) In performing the duties of a director, a director shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by:

(1) One or more officers or employees of the corporation whom the director believes to be reliable and competent in the matters presented;

(2) Counsel, independent accountants or other persons as to matters which the director believes to be within such person's professional or expert competence; or

(3) A committee upon which the director does not serve that is composed exclusively of any or any combination of directors, persons described in paragraph (1), or persons described in paragraph (2), as to matters within the committee's designated authority, which committee the director believes to merit confidence, so long as, in any case, the director acts in good faith, after reasonable inquiry when the need therefor is indicated by the circumstances and without knowledge that would cause such reliance to be unwarranted.

(c) A person who performs the duties of a director in accordance with subdivisions (a) and (b) shall have no liability based upon any alleged failure to discharge the person's obligations as a director, including, without limiting the generality of the foregoing, any actions or omissions which exceed or defeat a public or charitable purpose to which assets held by a corporation are dedicated.

(Amended by Stats. 2009, Ch. 631, Sec. 24. (AB 1233) Effective January 1, 2010.)

7231.5.

(a) Except as provided in Section 7233 or 7236, there is no monetary liability on the part of, and no cause of action for damages shall arise against, any volunteer director or volunteer executive officer of a nonprofit corporation subject to this part based upon any alleged failure to discharge the person's duties as a director or officer if the duties are performed in a manner that meets all of the following criteria:

(1) The duties are performed in good faith.

(2) The duties are performed in a manner such director or officer believes to be in the best interests of the corporation.

(3) The duties are performed with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

(b) "Volunteer" means the rendering of services without compensation. "Compensation" means remuneration whether by way of salary, fee, or other consideration for services rendered. However, the payment of per diem, mileage, or other reimbursement expenses to a director or executive officer does not affect that person's status as a volunteer within the meaning of this section.

(c) "Executive officer" means the president, vice president, secretary, or treasurer of a corporation or other individual serving in like capacity who assists in establishing the policy of the corporation.

(d) This section shall apply only to trade, professional, and labor organizations incorporated pursuant to this part which operate exclusively for fraternal, educational, and other nonprofit purposes, and under the provisions of Section 501(c) of the United States Internal Revenue Code.

(e) This section shall not be construed to limit the provisions of Section 7231. (Amended by Stats. 1990, Ch. 107, Sec. 5.)

CORPORATION - Limit to Liability 7237

CORPORATIONS CODE - CORP TITLE 1. CORPORATIONS [100 - 14631] (Title 1 enacted by Stats. 1947, Ch. 1038.) DIVISION 2. NONPROFIT CORPORATION LAW [5000 - 10841] (Heading of Division 2 amended by Stats. 1978, Ch. 567.) PART 3. NONPROFIT MUTUAL BENEFIT CORPORATIONS [7110 - 8910] (Part 3 added by Stats. 1978, Ch. 567.) CHAPTER 2. Directors and Management [7210 - 7240] (Chapter 2 added by Stats. 1978, Ch. 567.)

ARTICLE 3. Standards of Conduct [7230 - 7238] (Article 3 added by Stats. 1978, Ch. 567.)

7237.

(a) For purposes of this section, "agent" means a person who is or was a director, officer, employee, or other agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise, or was a director, officer, employee, or agent of a foreign or domestic corporation that was a predecessor corporation of the corporation or of another enterprise at the request of the predecessor corporation; "proceeding" means any threatened, pending, or completed action or proceeding, whether civil, criminal, administrative, or investigative; and "expenses" includes, without limitation, attorneys' fees and any expenses of establishing a right to indemnification under subdivision (d) or paragraph (3) of subdivision (e).

(b) A corporation shall have power to indemnify a person who was or is a party or is threatened to be made a party to any proceeding (other than an action by or in the right of the corporation to procure a judgment in its favor, an action brought under Section 5233 of Part 2 (commencing with Section 5110) made applicable pursuant to Section 7238, or an action brought by the Attorney General or a person granted relator status by the Attorney General for any breach of duty relating to assets held in charitable trust) by reason of the fact that the person is or was an agent of the corporation, against expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with the proceeding if the person acted in good faith and in a manner the person reasonably believed to be in the best interests of the corporation and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of the person was unlawful. The termination of any proceeding by judgment, order, settlement, conviction, or upon

a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in the best interests of the corporation or that the person had reasonable cause to believe that the person's conduct was unlawful.

(c) A corporation shall have power to indemnify a person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action by or in the right of the corporation, or brought under Section 5233 of Part 2 (commencing with Section 5110) made applicable pursuant to Section 7238, or brought by the Attorney General or a person granted relator status by the Attorney General for breach of duty relating to assets held in charitable trust, to procure a judgment in its favor by reason of the fact that the person is or was an agent of the corporation, against expenses actually and reasonably incurred by the person in connection with the defense or settlement of the action if the person acted in good faith, in a manner the person believed to be in the best interests of the corporation and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. No indemnification shall be made under this subdivision:

(1) With respect to any claim, issue, or matter as to which the person shall have been adjudged to be liable to the corporation in the performance of the person's duty to the corporation, unless and only to the extent that the court in which the proceeding is or was pending shall determine upon application that, in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnity for the expenses which the court shall determine;

(2) Of amounts paid in settling or otherwise disposing of a threatened or pending action, with or without court approval; or

(3) Of expenses incurred in defending a threatened or pending action that is settled or otherwise disposed of without court approval unless the action concerns assets held in charitable trust and is settled with the approval of the Attorney General.

(d) To the extent that an agent of a corporation has been successful on the merits in defense of any proceeding referred to in subdivision (b) or (c) or in defense of any claim, issue, or matter therein, the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection therewith.

(e) Except as provided in subdivision (d), any indemnification under this section shall be made by the corporation only if authorized in the specific case, upon a determination that indemnification of the agent is proper in the circumstances because the agent has met the applicable standard of conduct set forth in subdivision (b) or (c), by:

(1) A majority vote of a quorum consisting of directors who are not parties to the proceeding;

(2) Approval of the members (Section 5034), with the persons to be indemnified not being entitled to vote thereon; or

(3) The court in which the proceeding is or was pending upon application made by the corporation or the agent or the attorney, or other person rendering services in connection with the defense, whether or not the application by the agent, attorney or other person is opposed by the corporation.

(f) Expenses incurred in defending any proceeding may be advanced by the corporation before the final disposition of the proceeding upon receipt of an undertaking by or on behalf of the agent to repay the amount unless it shall be determined ultimately that the agent is entitled to be indemnified as authorized in this section. The provisions of subdivision (a) of Section 7235 do not apply to advances made pursuant to this subdivision.

(g) A provision made by a corporation to indemnify its or its subsidiary's directors or officers for the defense of any proceeding, whether contained in the articles, bylaws, a resolution of members or directors, an agreement, or otherwise, shall not be valid unless consistent with this section. Nothing contained in this section shall affect any right to indemnification to which persons other than the directors and officers may be entitled by contract or otherwise.

(h) No indemnification or advance shall be made under this section, except as provided in subdivision (d) or paragraph (3) of subdivision (e), in any circumstance where it appears:

(1) That it would be inconsistent with a provision of the articles, bylaws, a resolution of the members, or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding

in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or

(2) That it would be inconsistent with any condition expressly imposed by a court in approving a settlement.

(i) A corporation shall have power to purchase and maintain insurance on behalf of an agent of the corporation against any liability asserted against or incurred by the agent in that capacity or arising out of the agent's status as such whether or not the corporation would have the power to indemnify the agent against that liability under the provisions of this section.

(j) This section does not apply to any proceeding against a trustee, investment manager, or other fiduciary of a pension, deferred compensation, saving, thrift, or other retirement, incentive, or benefit plan, trust, or provision for any or all of the corporation's directors, officers, employees, and persons providing services to the corporation or any of its subsidiary or related or affiliated corporations, in that person's capacity as such, even though the person may also be an agent as defined in subdivision (a) of the employer corporation. A corporation shall have power to indemnify the trustee, investment manager, or other fiduciary to the extent permitted by subdivision (e) of Section 7140.

(Amended by Stats. 2013, Ch. 76, Sec. 25. (AB 383) Effective January 1, 2014.) **7238**.

Where a corporation holds assets in charitable trust, the conduct of its directors or of any person performing functions similar to those performed by a director, shall, in respect to the assets held in charitable trust, be governed by the standards of conduct set forth in Article 3 (commencing with Section 5230) of Chapter 2 of Part 2 for directors of nonprofit public benefit corporations. This does not limit any additional requirements which may be specifically set forth in this part regarding corporations holding assets in charitable trust. (Added by Stats. 1978, Ch. 567.)

IRS Limited Membership 501 (c) (7) Social Clubs

501(c)(7) - Social and Recreation Clubs

If your club is organized for pleasure, recreation, and other similar nonprofitable purposes and substantially all of its activities are for these purposes, it should file Form 1024 to apply for recognition of exemption from federal income tax.

In applying for recognition of exemption, you should submit the information described in this section. Also see chapter 1 for the procedures to follow.

Typical organizations that should file for recognition of exemption as social clubs include:

College alumni associations that aren't described in chapter 3 under Alumni association, College fraternities or sororities operating chapter houses for students, Country clubs, Amateur hunting, fishing, tennis, swimming, and other sport clubs, Dinner clubs that provide a meeting place, library, and dining room for members, Hobby clubs, Garden clubs, and Variety clubs.

Discrimination prohibited. Your organization won't be recognized as tax exempt if its charter, bylaws, or other governing instrument, or any written policy statement provides for discrimination against any person on the basis of race, color, or religion.

However, a club that in good faith limits its membership to the members of a particular religion to further the teachings or principles of that religion and not to exclude individuals of a particular race or color won't be considered as discriminating on the basis of religion. Also, the restriction on religious discrimination doesn't apply to a club that is an auxiliary of a fraternal beneficiary society (discussed later) if that society is described in section 501(c)(7) and exempt from tax under section 501(a) and limits its membership to the members of a particular religion.

Private benefit prohibited. No part of the organization's net earnings can inure to the benefit of any person having a personal and private interest in the activities of the organization. For purposes of this requirement, it isn't necessary that net earnings be actually distributed. Even undistributed earnings can benefit members. Examples of this include a decrease in membership dues or an increase in the services the club provides to its members without a corresponding increase in dues or other fees paid for club support. However, fixed-fee payments to members who bring new members into the club aren't an inurement of the club's net earnings, if the payments are reasonable compensation for performance of a necessary administrative service.

Purposes. To show that your organization possesses the characteristics of a club within the meaning of the exemption law, you should submit evidence with your application that personal contact, commingling, and fellowship exist among members. You must show that members are bound together by a common objective of pleasure, recreation, and other nonprofitable purposes.

Fellowship need not be present between each member and every other member of a club if it is a material part in the life of the organization. A statewide or nationwide organization that is made up of individual members, but is divided into local groups, satisfies this requirement if fellowship is a material part of the life of each local group.

The term other nonprofitable purposes means other purposes similar to pleasure and recreation. For example, a club that, in addition to its social activities, has a plan for the payment of sick and death benefits isn't operating exclusively for pleasure, recreation, and other nonprofitable purposes.

Limited membership. The membership in a social club must be limited. To show that your organization has a purpose that would characterize it as a club, you should submit evidence with your application that there are limits on admission to membership consistent with the character of the club.

A social club that issues corporate membership is dealing with the general public in the form of the corporation's employees. Corporate members of a club aren't the kind of members contemplated by the law. Gross receipts from these members would be a factor in determining whether the club qualifies as a social club. See Gross receipts from nonmembership sources, later. Bona fide individual memberships paid for by a corporation wouldn't have an effect on the gross receipts source.

The fact that a social club may have an associate (nonvoting) class of membership won't be, in and of itself, a cause for nonrecognition of exemption. However, if one membership class pays substantially lower dues and fees than another membership class, although both classes enjoy the same rights and privileges in using the club facilities, there may be an inurement of income to the benefited class, resulting in a denial of the club's exemption.

Support. In general, your club should be supported solely by membership fees, dues, and assessments. However, if otherwise entitled to exemption, your club won't be disqualified because it raises revenue from members through the use of club facilities or in connection with club activities.

Business activities. If your club will engage in business, such as selling real estate, timber, or other products or services, it generally will be denied exemption. However, evidence submitted with your application form that your organization will provide meals, refreshments, or services related to its exempt purposes only to its own members or their dependents or guests won't cause denial of exemption. Facilities open to public. Evidence that your club's facilities will be open to the general public (persons other than members or their dependents or guests) may cause denial of exemption. This doesn't mean, however, that any dealing with outsiders will automatically deprive a club of exemption.

Gross receipts from nonmembership sources.

A section 501(c)(7) organization can receive up to 35% of its gross receipts, including investment income, from sources outside of its membership without losing its tax-exempt status. Income from nontraditional business activity with members isn't exempt function income, and thus is included as income from sources

outside of the membership. Of the 35% gross receipts listed above, up to 15% of the gross receipts can be derived from the use of the club's facilities or services by the general public. If an organization has outside income that is more than these limits, all the facts and circumstances will be taken into account in determining whether the organization qualifies for exempt status.

Gross receipts. Gross receipts, for this purpose, are receipts from the normal and usual (traditionally conducted) activities of the club. These receipts include charges, admissions, membership fees, dues, assessments, investment income, and normal recurring capital gains on investments. Receipts don't include initiation fees and capital contributions. Unusual amounts of income, such as from the sale of a clubhouse or similar facility, aren't included in gross receipts or in figuring the percentage limits.

Nontraditional activities. Activities conducted by a social club need to further its exempt purposes. Traditional business activities are those that further a social club's exempt purposes. Nontraditional business activities don't further the exempt purposes of a social club even if conducted solely on a membership basis. Nontraditional business activities are prohibited (subject to an insubstantial, trivial, and nonrecurrent test) for businesses conducted with both members and nonmembers. Examples of nontraditional business activities include sale of package liquor, take-out food, and long-term room rental. Fraternity foundations. If your organization is a foundation formed for the exclusive purpose of acquiring and leasing a chapter house to a local fraternity chapter or sorority chapter maintained at an educational institution and doesn't engage in any social or recreational activities, it may be a title holding corporation (discussed later under section 501(c)(2) organizations and under section 501(c)(25) organizations) rather than a social club.

Tax treatment of donations. Donations to exempt social and recreation clubs aren't deductible as charitable contributions on the donor's federal income tax return.

Robert's - RRO Motion to Reconsider

According to Roberts Rules of Order, 11th Edition (RONR), there are two ways a decision of the board can be changed. If a member wants to change a decision made in the same meeting, they would use a motion to reconsider. If it is necessary to change a decision that was adopted at a previous meeting a member would make a motion to rescind. These two motions have some similar characteristics but it is important to highlight their differences so that board members know when and how to use them properly. This article provides a basic primer on the motion to reconsider. (Also see: What is a motion to rescind?).

Motion to Reconsider

The motion to reconsider can be made by a board member when he or she wishes to ask the entire board to revisit a previous decision made at the same meeting. Reconsider is most commonly applied to main motions but some subsidiary and incidental motions are also subject to reconsideration. The exceptions and uses for the motion can get complicated. But to keep things simple, remember that an affirmative vote cannot be reconsidered if it has been partly carried out, or if in the nature of a contract, the party to the contract has already been notified.

The effect of the motion to reconsider, if adopted, is that debate resumes right where the board left off prior to its original vote. To prevent abuse by those who simply didn't like the outcome of a vote the motion to reconsider has three special characteristics:

The motion can only be made by someone who voted on the prevailing side -- voted yes on a motion that passed or no on a motion that did not. If a member voted by ballot, they must be willing to reveal how they voted in order to make the motion.

The making of the motion is subject to time limits (see RONR p. 316 II. 21- 31). For ordinary meetings of a board who meets monthly or biweekly, for example, it can only be made at the same meeting the decision to be reconsidered was made.

A motion to reconsider ranks higher than its original consideration. What this means is that a member can

move to reconsider a vote at any time during a meeting even when another issue is pending. However, since it would not be "in order" to consider a motion at that time the secretary is instructed to record the motion as made and seconded. The motion can then be "called up" for consideration at a later time in the meeting when it would be "in order." The "calling up" of a motion to reconsider can be done by any member and does not need a second since that already took place when the motion was originally made. This is useful since it may be necessary to let members know there is a desire to reconsider a decision even if it can't be taken up at that moment.

To properly handle a motion to reconsider, a member who voted on the prevailing side is recognized by the chair and moves to reconsider the vote; any other member seconds the motion. The chair restates the motion "to reconsider" as pending and asks for debate. Once debate is over, members vote on the motion to reconsider. If the motion to reconsider passes, the original (reconsidered) motion is brought back before the assembly to be voted on again. If the motion to reconsider is lost, it is the only vote taken and business proceeds to the next item on the agenda. Only a majority vote is needed to adopt the motion.

The motion to reconsider is useful when a board realizes that they might have made a decision without proper debate or if information is received later in the meeting that impacts an earlier decision. For a thorough discussion of all the intricacies of the motion to reconsider, including how it is handled differently in a committee see RONR p. $315 \ \text{l.}15 - \text{p} \ 332$. I. 26.

Robert's - RRO Debate on Question Call

RRO: Must debate on a motion stop immediately as soon as any member calls QUESTION Must debate on a motion stop immediately as soon as any member calls the question? Answer:

It is a fairly common misconception that, after debate has continued for some time, if any member shouts out "Question!" or "I call the question!" debate must immediately cease and the chair must put the pending question to a vote. This is simply not the case. Any member who wishes to force an end to debate must first obtain the floor by being duly recognized to speak by the chair, and must then move the Previous Question. Such a motion must be seconded, and then adopted by a two-thirds vote, or by unanimous consent. It is not in order to interrupt a speaker with cries of "Question" or "Call the Question," and even if no one is speaking, it is still necessary to seek recognition. [RONR (11th ed.), p. 202; see also pp. 35-37 of RONR In Brief.]



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