

**ORGANIZING DOCUMENT AND BYLAWS:  
WEDNESDAY NIGHT LAUNDRY RUNNERS OF MONTEREY  
COUNTY**

**ARTICLE I. NAME AND PURPOSE**

1. Name
  - a. The name of this organization is Wednesday Night Laundry Runners of Monterey County (hereinafter WNLR).
2. General Purpose
  - a. The main purpose of the Wednesday Night Laundry Runners of Monterey County (WNLR) is to be an organized voice in Monterey County for the promotion and encouragement of running and the education of the public to its benefits, in accordance with section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code.
3. Specific Purpose
  - a. In furtherance of Article 1 Section 1, WNLR may hold championships, road races track races, educational or social activities, demonstrations, clinics; or may print or publish newsletters, announcements, books, magazines; or may present awards based on athletic and/or academic merit; and do all such other things that are conducive to encouragement of running.
  - b. Engage in community activities and publicize the benefits of running as a means of physical fitness.
  - c. The club will provide a yearly scholarship fund called the WNLR Scholarship Fund to deserving High School seniors who excel as distance runners.
  - d. Re-invest all club dues and donations back into the Monterey/Salinas running community.
4. Assets
  - a. This corporation's assets are irrevocably dedicated to public benefit purposes.
5. Dissolution
  - a. On liquidation or dissolution, all properties and assets remaining after payment, or provision of payment, of all debts and liabilities of the corporation shall be distributed to the Big Sur Marathon Foundation, a federally recognized 501(c)(3) organization. In the event that WNLR funds are not able to be transferred to the Big Sur Marathon Foundation, another federally recognized 501(c)(3) nonprofit organization shall be chosen.

**ARTICLE II. OFFICES**

1. Principal Mailing Address

- a. The principal mailing address of WNLR for the transaction of activities and affairs of this corporation is located at: PO Box 2184 Monterey, CA 93942.
2. Change of Location
  - a. The Board shall have full power and authority to change said principal mailing address from one location to another within the State of California. Any such change shall be noted by the Secretary in these bylaws. Alternately, this section may be amended to state the new location.

### **ARTICLE III. AFFILIATION**

1. WNLR will promote USA Track and Field Association (hereinafter USATF) membership among its members and will encourage participation in USA Track and Field events.

### **ARTICLE IV. MEMBERSHIP**

1. Categories of membership
  - a. Board Members
    - i. Board members must be dues-paying members. Board members are responsible for the financial well-being of the club and for ensuring that club activities further the purpose of the club, as written in Article I.
  - b. Dues-Paying Members
    - i. Dues-paying members are members who participate in free club events such as weekly runs, AND who have paid their WNLR dues for the current calendar year. Dues-paying members are eligible for free or reduced-price participation in infrequent club events, such as pizza parties. Dues-paying members are eligible for election to Directorship positions.
  - c. Non-Dues-Paying Members
    - i. Non-dues-paying members are members who participate in free club events such as weekly club runs but have NOT paid their WNLR dues for the current calendar year. Non-dues-paying members ARE NOT eligible for free or reduced-price participation in infrequent club events (such as pizza parties) and must pay full-price for participation in these extra events.
2. Eligibility for Membership
  - a. Any person interested in any phase of running or walking as part of a healthy lifestyle are eligible for membership in WNLR. Application for membership is open to all persons in keeping with the non-discrimination policy provided in Article X.
3. Annual Dues
  - a. The amount required for annual dues shall be \$20 each year, unless changed by the Board. Continued status as a dues-paying member is contingent upon payment of annual dues in January of each calendar

year. Membership dues are for a calendar year; membership renewal is completed in January of each calendar year.

4. Non-liability
  - a. The members of WNLR shall not be personally liable for the debts, liabilities, or obligations of WNLR.
5. Assessment of Membership
  - a. Membership in WNLR shall be non-assessable.
6. Transferability of Membership
  - a. Membership rights are not transferable.
7. Resignation and Termination
  - a. Any dues-paying membership may become a non-dues-paying membership upon expiration of the period of dues-paying membership (ie: non-payment of annual dues by March 10 of each new calendar year).
  - b. Any membership shall terminate on occurrence of the following events:
    - i. Voluntary resignation of the member (which may be tendered in writing to the Secretary, President, or Treasurer).
    - ii. Any event that renders the member ineligible for membership.
    - iii. Termination of membership based on the good faith determination by the Board, or a committee or person authorized by the Board to make such a determination, that the member has engaged in conduct materially and seriously prejudicial to WNLR's purposes and interests. In such cases, a verbal and subsequent written notice shall be given to the member prior to the member's termination with the intent of providing the member with one chance to amend their conduct to that which is in-keeping with the values of WNLR. If the written notice goes unneeded, then the Board may terminate that member's membership by a majority vote.
    - iv. All rights of the member in WNLR shall cease on the termination of such member's membership. Termination shall not relieve the member of any obligation for charges incurred, services or benefits rendered, dues, assessments, or fees. WNLR shall retain the right to enforce any such obligation or obtain damages for its breach.
    - v. Termination of membership in WNLR in no way impacts membership in USA Track and Field unless the reason for termination in WNLR is also considered a reason for termination with USA Track and Field.

## **ARTICLE V. BOARD**

1. General Powers
  - a. The activities and affairs of WNLR shall be managed by or under the direction of the Board.
2. Specific Powers
  - a. The Board shall have the power to do the following:
    - i. Perform any and all duties imposed on them collectively or individually by law, by the Articles of Incorporation of this

corporation or by these bylaws. These duties may include, but are not limited to:

1. Organizing club events and weekly runs for the maximum participation and enjoyment of club members.
  2. Enhancing communication methods to increase club participation.
  3. Collaborating with other local fitness-focused organizations to provide volunteers for large events that are related to WNLR's Purposes (ex: Big Sur Marathon, Sea Otter Classic).
  4. Recruiting new members to the club.
- ii. Appoint new – and eliminate defunct – Board positions (except for President, Treasurer, and Secretary).
  - iii. Change the principal office or the principal business office in California from one location to another within the State of California.
3. Number of Directors
    - a. The Board shall consist of at least three (3) but no more than ten (10) members, hereby called Directors. At a minimum, the Board must consist of a President, Secretary, and Treasurer. Directors may be added or removed by a majority vote of the Directors present at the time of the vote, provided a quorum – as specified by Article VII, Section 4 – is met. A vote by the Directors to add or eliminate Board positions – apart from the required three positions of President, Treasurer, and Secretary – may occur at any meeting at which a quorum of the Board is present.
  4. Compensation
    - a. Directors shall serve without compensation, but any Director may receive reimbursement for costs and expenses in the pursuit of WNLR's business, upon resolution for reimbursement by the Board.
  5. Requirements
    - a. No two members of the Board related by blood or marriage/domestic partnership within the second degree of consanguinity or affinity may serve on the Board at the same time.
    - b. Each Director shall be a member of WNLR whose membership dues are paid in full.
    - c. Each Director shall attend at least two-thirds (2/3) of the Board's meetings each year. Acceptable attendance may be virtually (by video conference, for example) if a Director cannot attend in-person.
  6. Election to Office
    - a. The standard office term of a Director shall be one (1) calendar year, with the goal of new Directors being elected at the first meeting of each calendar year (provided Directors from the previous calendar year wish to step-down). There are no term limits to Board member positions.
    - b. Any Director may nominate another dues-paying club member for a position on the Board at any time after identification of the need for a new Director occurs.

- c. Upon the nomination of a new or replacement Director, the Board may choose whether to immediately vote to elect a new Director or wait until a later meeting for additional nominees.
  - d. All voting members must be Directors.
  - e. Only Directors who will serve concurrently with a prospective Director who is up for election shall vote in that election. For example, if Sally is resigning as Treasurer, and both Peter and Andrew have been nominated to the newly-vacant Treasurer position, Sally cannot vote in the election between Peter and Andrew UNLESS Sally has already been voted into another Director and will continue to serve on the Board with either Peter or Andrew also on the Board.
  - f. If a Board position is contested (ie: if more than one club member wishes to hold the position), then the club member with a plurality of votes is the club member who takes the position.
  - g. Election of a new Director may happen by majority vote by the Directors present at the meeting, provided a quorum is met.
7. Terms of Office
- a. The term of office shall begin immediately upon approval of the nominee to the position by the Board.
  - b. Director terms shall be for one (1) year, unless the Director is elected to their position after the first meeting of the calendar year. In that case, the Director's term will be for the length of time spanning the day of election until the next election (start of next calendar year), which by default must be less than one (1) year.
  - c. Any Director may be re-elected or may resign at the start of the calendar year after they started their term. If possible, the resigning board member shall provide the rest of the Board with advance notice of their intended departure and shall assist with identifying a replacement Director if necessary.
  - d. Vacancies on the Board not coinciding with the start-of-calendar-year election shall either be filled by election of the Board at the next Board meeting, or may be eliminated after the vacancy occurs, at the discretion of the remaining Board members.
8. Removal
- a. Any Director may be removed by vote of three-quarters (3/4) of the remaining members of the Board if it is the judgment of the Board that the removal of the member in question is in the best interest of the club.
    - i. Examples of reason for removal of a Board member include but are not limited to: unwillingness to meet the Board meeting attendance criteria, misuse of funds for personal gain, or repeated failure to meet the basic responsibilities of their position as defined by Article VI and/or by the SOP developed for their position.
  - b. Each member of the Board must receive written notice of the proposed removal at least one (1) week in advance of the proposed action. A Director who has been removed as a member of the Board shall

automatically be removed from office and their position will remain vacant until filled by another club member.

- c. A Director who feels that they can no longer faithfully execute the responsibilities of their position may quit at any time, although the rest of the Board would appreciate it if a few weeks of notice were provided so appropriate transfer-of-power/responsibilities can be managed.

## **ARTICLE VI. DIRECTORS**

1. At a minimum, the Directors of this Board shall be the President, Secretary and Treasurer.
2. President
  - a. The President shall preside at least two-thirds (2/3) of Board meetings annually. The President shall have the following duties:
    - i. They shall have general and active management of the business of this Board.
    - ii. They shall see that all orders and resolutions of the agenda at each meeting are brought to the attention of the Board.
    - iii. They shall have general superintendence and direction of all other officers of this corporation and see that their duties are properly performed.
3. Secretary
  - a. The Secretary shall attend at least two-thirds (2/3) of Board meetings annually. The Secretary's duties shall consist of:
    - i. They shall record all votes and minutes of all proceedings to be kept for the purpose of review.
    - ii. If necessary (if not done by another Board member), they may send notices of all meetings to the members of the Board.
    - iii. If necessary, they may perform all official correspondence from the Board to any affected Director who may not have been present at the meeting in question.
4. Treasurer
  - a. The Treasurer shall attend at least two-thirds (2/3) of Board meetings annually. The Treasurer's duties shall be:
    - i. They shall present a complete and accurate report of the club finances at each meeting.
    - ii. They shall provide a proposed annual budget at the first Board meeting of each fiscal (calendar) year.
    - iii. They shall assist in direct audits of the funds of the club according to funding source guidelines and generally accepted accounting principles.
    - iv. They shall file all annual state and federal tax forms in a timely manner.
    - v. They shall maintain meticulous accounting records for the purpose of club management and for the purpose of IRS (federal) and Franchise Tax Board (CA) compliance.

- vi. They shall perform such other duties as may be prescribed by the Board or the President under whose supervision he/she shall be.
5. Directors may appoint dues-paying club members to an Officer position to delegate repetitive, club-engagement, or similar activities that are not expressly defined in the above Bylaws or by the SOP for their assigned position. For example, Directors may appoint a Communications Officer who manages a club newsletter and all social media accounts. An Officer does not have voting power, which is reserved for directors, but is encouraged to attend meetings and discuss club activities with all other meeting attendees. Officers may be elevated to Director if the Board determines that the Officer position reflects responsibilities like that of other Directors.

## **ARTICLE VII. BOARD MEETINGS**

1. Location and Time
  - a. All Board meetings shall be held in the Monterey/Salinas area at a location and time determined by the Board.
    - i. If the Board cannot decide on a specific location to use, then the President has the authority to make the final location decision.
  - b. Notice shall be given to all board members and placed on the club calendar at least one (1) week prior to the Board meeting.
2. Conduct of Board Meetings
  - a. The Board may decide at the start of the meeting who shall preside over that meeting. The default presiding member (Director) may be the President.
3. Attendance
  - a. All Board meetings shall be open to all WNLR members. WNLR members or members of the public who attend any Board meeting shall be limited to answering questions or addressing specific issues as outlined by the meeting chairperson. Guests shall not participate in the discussion of agenda items and they will have no vote on issues.
4. Quorum
  - a. A quorum of the Board shall consist of a two-thirds (2/3) majority and every act or decision done or made by a majority of the Directors present at a meeting at which a quorum is present shall be an act of the Board. Any transaction of any meeting however called shall be valid provided a quorum is present.
5. Non-Liability of Directors
  - a. Directors shall not be personally liable for the debts, liabilities, or other obligations of WNLR.

## **ARTICLE VIII. CONFLICTS OF INTEREST**

1. Purpose
  - a. The purpose of the conflict of interest policy is to protect this tax-exempt organization's (WNLR's) interest when it is contemplating entering into a

transaction or arrangement that might benefit the private interest of an officer or director of WNLR or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

## 2. Contracts with Board Members

- a. No Director of WNLR nor any other entity in which one or more of WNLR's Board members are Directors or have a material financial interest, shall be interested, directly or indirectly, in any contract or transaction with this corporation, unless all of the following is true:
  - i. The material facts regarding that director's financial interest in such contract or transaction or regarding such common directorship, officership, or financial interest are fully disclosed in good faith and noted in the minutes, or are known to all members of the Board prior to the Board's consideration of such contract or transaction.
  - ii. Such contract or transaction is authorized in good faith by a majority of the Board by a vote sufficient for that purpose without counting the votes of the interested directors.
  - iii. Before authorizing or approving the transaction, the Board considers and in good faith decides that after reasonable investigation that the corporation could not obtain a more advantageous arrangement with reasonable effort under the circumstances.
  - iv. WNLR for its own benefit enters into the transaction, which is fair and reasonable to the corporation at the time the transaction is entered into.
- b. This Section does not apply to a transaction that is part of an educational or charitable program of WNLR if both of the following are true:
  - i. Is approved or authorized by WNLR in good faith and without unjustified favoritism.
  - ii. It results in a benefit to one or more directors or their families because they are in the class of persons intended to be benefited by the educational or charitable program of this corporation.

## 3. Loans with Board Members

- a. WNLR shall not lend any money or property to or guarantee the obligation of any director or officer without the approval of the California Attorney General; provided, however, that WNLR may advance money to a director or officer of the corporation for expenses reasonably anticipated to be incurred in the performance of his or her duties if that Director or Officer would be entitled to reimbursement for such expenses by WNLR.

## **ARTICLE IX. RECORDS, REPORTS, CHECKS, INSURANCE, ETC.**

### 1. Meeting Minutes

- a. WNLR shall keep at such place as the Board may order, a record of the minutes of all meetings of Board members.

2. Accounting Books
  - a. WNLR shall keep and maintain adequate and correct accounts of its properties and business transactions including accounts of its assets, liabilities, receipts, disbursements, gains and losses.
3. Fiscal Year
  - a. The fiscal year of WNLR shall be January 1<sup>st</sup> through December 31<sup>st</sup>.
4. Checks and Drafts
  - a. All checks, drafts or other orders for the payment of money, notes or other evidence of indebtedness issued in the name of or payable to WNLR, shall be signed or endorsed by such person or persons and in such manner as shall be determined by resolution of the Board.
5. Transparency
  - a. To promote transparency, either the President or the Secretary must endorse all checks drawn on the WNLR account and written to the order of the Treasurer and vice versa.
6. Reimbursement
  - a. A receipt must be presented to the Treasurer in order to receive reimbursement or payment for services and/or goods.
7. Insurance
  - a. WNLR may purchase and maintain insurance on behalf of any person who is or was a member against any liability asserted against such person and incurred by such person in any such capacity or arising out of such person's status.

#### **ARTICLE X. DISCRIMINATION**

1. WNLR shall not discriminate against any potential member, or members based on race, color, religion, sex, gender identity, national origin, age, marital status, sexual orientation or disability, unless such a member has received discipline as noted in Article IV, Section 7b.

#### **ARTICLE XI. STANDARD OPERATING PROCEDURES**

1. WNLR Standard Operating Procedures (SOP) will be documented separately from the Bylaws. The purpose of the SOP document is to provide additional clarification and details, where needed, of how the Bylaws will be implemented and how the club will operate. All SOP and policies shall be modified as needed by a majority vote of the Board.

#### **ARTICLE XII. AMENDMENTS**

1. These Articles and Bylaws may be amended in any manner at any regular or special meeting of the Board of Directors, provided that specific written notice of the proposed amendment of the Articles and Bylaws setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each director at least one week in advance of such a meeting. All other

amendments of the Articles and Bylaws shall require the affirmative vote of all Board members in office.

### **ADOPTION OF BYLAWS**

We, the undersigned, are all of the initial directors or incorporators of this corporation, and we consent to, and hereby do, adopt the foregoing Bylaws, consisting of the 8 preceding pages, as the Bylaws of this corporation.

ADOPTED AND APPROVED by the Board of Directors on this 18th day of September, 2020.

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President - WNLR

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Secretary - WNLR

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Treasurer - WNLR