



## BYLAWS

**Mission Statement:** Our mission is to build a community of members that will promote cycling in all forms and skill levels throughout Southwest Florida and the greater public.

Vision Statement:

Our Vision is an active community:

1. Supporting bicycle friendly legislation and the rights of cyclists
2. Facilitating recreational cycling at all skill levels
3. Encouraging bicycling as means of transportation
4. Supporting a racing program among our membership
5. Participating as a group in community and charitable events
6. Sponsoring and providing educational programs

### Article 1 - Offices

The principal office of the club shall be located In Greater Naples, Collier County, Florida.

### Article 2 - Trust Declaration

Naples Velo is a Trust, established April 28th, 2010. The Trustees of said Trust are Paul Schuler, Adam Schmitt, William Beynon, Paul A. Robinson, and Suzanne Hawkins. They will serve as Board of Trustees of the Naples Velo Bicycle Club.

### Article 3 - Members

1. **ANNUAL MEETING:** The annual meeting of the members shall be held each year on a date specified by the Board of Trustees. At each annual meeting the election of the directors shall take place and such other business as deemed necessary by the Board and the membership.
2. **SPECIAL MEETING:** Special meetings of the members may be called by the Board or by the concurrence of 50% of the members.
3. **PLACE OF MEETING:** the annual meeting shall be held in Greater Naples, Collier County, Florida. The Board may designate any place within Florida as the place of any special meeting of the membership called by the Board. Special meetings called by the membership shall be held in Naples, Florida.
4. **NOTICE OF MEETINGS:** Written notice stating place, day and hour of the annual meeting and any special meeting shall be delivered at least five days prior to all the members.



5. MEMBER DEFINED: Membership in the club shall be open to all individuals who have fully paid their dues. Each member in good standing shall have one vote at every meeting. Family memberships shall be entitled to one vote.
6. DUES: The Board of Trustees shall recommend to the membership for adoption, the level of annual dues during the annual meeting.
7. QUORUM: 30 members entitled to vote, represented in person shall constitute a quorum at a meeting of members. If a quorum is present, the vote of the majority of the members represented at the meeting and entitled to vote shall be the act of the members. No proxy votes shall be allowed.

#### **Article 4 - Trustees**

1. GENERAL POWERS: The business and affairs of the club shall be managed by a Board of Trustees, elected by the membership.
2. NUMBER AND ELECTION OF Trustees: The number of Trustees shall be five. The Board may increase or decrease the number of Trustees by amendment of the Bylaws. At the first annual meeting of the members and at each annual meeting thereafter, the members shall elect Trustees until the next annual meeting.
3. SPECIAL MEETINGS: Special meeting of the Board may be called by the President or by two Trustees.
4. QUORUM: A majority (50% plus one) of the Trustees present In person shall constitute a quorum at a Board meeting. If a quorum is present, the vote of the majority of the Trustees represented at the meeting and entitled to vote shall be the act of the Board.
5. VACANCIES: Any vacancy occurring In the Board of Trustees shall be filled by the affirmative vote of a majority of the remaining directors. A Trustee elected to fill a vacancy shall be elected for the remaining term of his or her predecessor.
6. REMOVAL OF TRUSTEES: Any and all Trustees may be removed with or without cause, at a meeting called expressly for that purpose by a vote of the majority of the member entitled to vote at an election of directors. Vacancies caused by this action may be filled by the members at such a meeting as provided in Article 3.2.

#### **Article 5 - Officers and Duties**

1. ELECTION OF OFFICERS: At the first annual meeting the Board of Trustees shall elect officers to serve until the next annual meeting.
2. NUMBER: The officers of the club shall consist of a President, Immediate Past President, Vice President, Treasurer and Secretary.
3. PRESIDENT shall have the right to call meetings and shall preside over meetings of the Board and general membership. He/she shall administer the management of affairs of the corporation; establish committees and define the duties and powers of such committees and have such other



powers and duties as may be required, subject to the approval of the Board. He/she shall be ex-officio member, with vote, of all committees except the nominating committee.

4. IMMEDIATE PAST PRESIDENT shall serve as advisor and have such other duties as may be assigned by the President or Board. The Immediate Past President shall serve as chair of the nominating committee and may choose at least two other club members to serve on the committee. In the absence of the Immediate Past President and with the concurrence of the current President, any former President may perform all duties and have all powers of the Immediate Past President.
5. VICE PRESIDENT, in the absence of the President, shall perform all duties and have all powers of the President. He/she shall have such other duties as may be assigned by the President or Board.
6. TREASURER shall furnish, or cause to be furnished, a complete set of books of the accounts, which shall include preparing and maintaining a set of standard ledgers, depositing funds and rendering statements, and opening such books of accounts to inspection by any Director or member. He/she shall be chairman of the Finance/Budget Committee and present a budget for the next fiscal year for the approval of the Board. He/she shall provide and prepare for a year-end review, if requested by the Board and shall make an annual report to the membership.
7. SECRETARY shall serve all notices required by law or by these bylaws. He/she shall handle all correspondence of the corporation under the direction of the President of the Board of Trustees. He/she shall keep a record of the proceedings of all meetings of the Board and the general membership. These shall be provided to the Newsletter editor for publishing in a timely manner. He/she shall have such other duties as may be assigned by the President of the Board.

#### **Article 6 - Finances**

1. Annual club dues shall be recommended by the Board of Trustees and set by a vote of the membership at each annual meeting.
2. The club may derive income from dues, fees for events, contributions, and other activities consistent with the section 5010 of the U.S. Internal Revenue Code.
3. An annual budget for all expenses including special events shall be prepared by the Treasurer for approval by the membership at the annual meeting.
4. The Board of Trustees may authorize expenditures exceeding approved amounts by \$1000 or less provided the total amount so approved does not exceed \$2000 in any six-month period.
5. An Annual Treasurers Report shall be published in the second month following the end of the fiscal year. The position of Treasurer shall be required to obtain surety or bonding. Financial records shall be reviewed annually by a Certified Public Accountant selected by the Executive Board.
6. The Executive Board shall make an annual assessment of liability risks and shall recommend purchase of insurance commensurate with the risks. Sponsoring bicycle races or a racing team requires in addition to adequate insurance, sanctioning by the proper authority (USA Cycling), that all participants be licensed, and affiliation with USA Cycling.



7. Contracts shall be subject to membership approval.

#### **Article 7 - Fiscal Management and Contracts**

1. LOANS: No loans shall be contracted on behalf of the Club.
2. CHECKS: All checks, drafts or other orders for the payment of money issued in the name of the Club shall be signed by both the President and the Treasurer. In the absence of one or the other the Board of Trustees may designate a trustee as a replacement
3. DEPOSITS: All funds of the Club shall be deposited to the Credit of the Club ins bank as the Board of Trustees may select.
4. CONTRACTS: All contracts In the name or on behalf of the Club shall be signed by both the President and the Treasurer/Secretary.

#### **Article 8 - Amendments**

1. These Bylaws may be amended at any meeting of the Trustees at which a quorum is present by a majority vote of the Trustees.

#### **Bylaw Adoption and Amendment History**

Resolved that the original Bylaws be and were hereby by adopted as the Bylaws of the Naples Velo on February 1994.

Amended by vote of the Membership on April 7, 2010

Amended by vote of the Board of Trustees on November 17, 2010



## Bylaws

### Amendment 42114

This amendment dated April 21<sup>st</sup>, 2014 is to change Article 4, #2 from five Trustees to fifteen Trustees as approved by the board majority and noted in the April 21<sup>st</sup>, 2014 board meeting minutes.

#### Article 4 - Trustees

##### Old Verbiage -

**2 – NUMBER AND ELECTION OF Trustees:** The number of Trustees shall be five. The Board may increase or decrease the number of Trustees by amendment of the Bylaws. At the first annual meeting of the members and at each annual meeting thereafter, the members shall elect Trustees until the next annual meeting.

##### New Verbiage -

**2 - NUMBER AND ELECTION OF Trustees:** The number of Trustees shall be fifteen (15). The Board may increase or decrease the number of Trustees by amendment of the Bylaws. At the first annual meeting of the members and at each annual meeting thereafter, the members shall elect Trustees until the next annual meeting.



## **Bylaws**

### **Amendment 71315**

Naples Velo Bicycle Club  
Amendment to the By-Laws

This amendment dated July 13<sup>th</sup>, 2015, is to change Article 4 of the bylaws by adding a paragraph 7 - Trustees:

A Trustee may resign from the Board at any time by submitting a letter of resignation to the President. The resignation will be effective upon receipt by the President of the letter of resignation or on a date specific set forth in the letter of resignation.

A Trustee shall be assumed to have resigned in the event he/she fails to attend at least one monthly Board meeting in a six-month period.

The resignation will be effective on the date of the sixth consecutive absence from a monthly board meeting. The Trustees by a majority vote of the Trustees present at a regularly scheduled meeting may reverse the assumed resignation of the Trustee and retain he/she on the Board until the next monthly meeting.

# Naples Velo Trust Declaration

## NAPLES VELO

NAPLES VELO, a social and recreational trust, is established as of this 28th day of April, 2010, by PAUL SCHULER, of Naples, Florida, (hereinafter referred to as "Grantor") and PAUL SCHULER, ADAM SCHMITT, WILLIAM BEYNON, PAUL A. ROBINSON, and SUZANNE HAWKINS, all of Naples, Florida, (hereinafter collectively referred to as the "Trustee"), who agree that any property contributed to this trust shall be managed and disposed of as follows:

FIRST: The purposes for which this trust is created and shall be operated are exclusively social and recreational within the meaning of §501(c)(7) of the Internal Revenue Code of 1986 or any successor provision of law (hereinafter referred to as the "Internal Revenue Code"). No part of the trust fund shall inure to the benefit of any private individual, except to the extent allowable under §501(c)(7) of the Internal Revenue Code. No part of the activities of this trust shall consist of carrying on propaganda, or otherwise attempting to influence legislation, or of participating in, or intervening in (including the publication or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.

Notwithstanding any other provision hereof, this trust shall not carry on any activities not permitted to be carried on by an organization which is exempt from Federal income tax under §501(c)(7) of the Internal Revenue Code.

The primary object and purpose of the trust is to promote bicycle safety and awareness in Collier County, Florida, the State of Florida or any other place in the United States of America. The trust will further this purpose in manners deemed appropriate by the Trustees.

SECOND: The Trustee may receive contributions from any source, consisting of cash, services or other property acceptable to the Trustee. All contributions so received (hereinafter collectively referred to as the "trust fund"), shall be held, managed, administered, and paid out by the Trustee pursuant to the terms of this Agreement. The Trustee may accept contributions which restrict their uses and purposes, provided such restrictions are within the uses and purposes set forth

in Articles FIRST and THIRD, and which limit the time, manner, amount, or other terms of distribution.

THIRD: During the trust term, the Trustee shall distribute so much of the income and principal of the trust, at such time and in such manner, as the Trustee in its sole discretion determines will best promote and advance the purposes of the trust as set forth in Article FIRST. Any undistributed income shall be added to principal. Except where defined by reference to the Internal Revenue Code, for the purposes of this trust agreement, the word "income" shall mean currently received contributions of cash, services and other property.

In the event of dissolution, the Trustee shall distribute the then remaining trust fund to or for the use of such organizations or trusts which are then described in §501(c)(7) of the Internal Revenue Code, in such proportions as the Trustee determines in its sole discretion.

FOURTH: It is the intent of the Grantor that the trust qualify as an organization which is exempt from Federal income tax under §501(c)(7) of the Internal Revenue Code. To this end, the Trustee is directed to do whatever is required in order for this trust to so qualify and to refrain from doing anything that would prevent this trust from so qualifying. Specifically, in extension and not in limitation of the above direction, the Trustee is directed to amend this Agreement to the extent necessary to achieve this objective.

FIFTH: The Trustee is authorized and empowered, if it desires so to do, to form and organize a corporation for the uses and purposes provided for NAPLES VELO by this Agreement, such corporation to be organized under the laws of Florida, or any other state, or under the laws of the United States, as may be determined by the Trustee; such corporation, if organized, shall have power to administer and control the affairs and property of NAPLES VELO, and to carry out the purposes of this trust. Upon creation and organization of such corporation, the Trustee of this trust is authorized and empowered to convey, transfer, and deliver to such corporation all the property and



assets to which NAPLES VELO may be or become entitled. It is the purpose of this provision that such corporation, if incorporated and organized as by this paragraph provided, shall take the place of the Trustee of this trust as if named in the first instance. Such corporation, if formed, shall have the same powers and authority as are vested in the Trustee by this Agreement, subject to the same limitations and restrictions. The Trustee of this trust shall be the incorporator of such corporation, together with such other persons as may be chosen for the purpose, and the Trustee shall constitute and act as the first Board of Directors of such corporation, together with such other persons as the Trustee may select. The application for charter, the provisions thereof, the organization, the By-Laws, rules and regulations, and other provisions for the management of such corporation and its affairs and property, shall be such as a majority of the Trustees then acting under this Agreement shall determine; provided, however, that such corporation shall be organized and operated so as to qualify for exemption under §501(c)(7) of the Internal Revenue Code and applicable Treasury Regulations as they may then exist or as they may thereafter be amended.

SIXTH: This Agreement and the trust created hereunder shall be irrevocable and shall not be subject to alteration or amendment in any respect, except as provided in Article FOURTH, and except that the Trustee may amend this Agreement to enable the Trustee to carry out the purposes of this trust more effectively.

SEVENTH: Any references in this agreement to the Trustee shall include, respectively (unless otherwise expressly provided), the Trustees executing this Agreement, any successor Trustee, and any Trustee hereinafter appointed. All the rights, powers, privileges, discretions and immunities granted to the Trustees executing this Agreement may be exercised or enjoyed by any successor Trustee and any Trustee hereinafter appointed (unless otherwise expressly provided), and no surety bond shall be required of any Trustee for the faithful performance of any duties hereunder.

EIGHTH: A. Either the Grantor, acting alone, or a majority of the then acting Trustees may at any time appoint one or more additional Trustees or successor Trustees by an acknowledged instrument delivered to any Trustee therein appointed or designated.

B. Either the Grantor, acting alone, or a majority of the then acting Trustees may at any time remove any Trustee by an acknowledged instrument delivered to any Trustee so removed.

C. Any Trustee may resign his or her office for any reason without leave of court.

D. Any appointment, removal or resignation of a Trustee may be made contingent upon the occurrence of a future event and may be revoked at any time before such appointment, removal or resignation becomes effective.

NINTH: The Trustee is authorized to create By-Laws for the operation of NAPLES VELO and to appoint an advisory board. Any Trustee may delegate to the other Trustees, and any advisory board member may delegate to the other advisory board members, the right to exercise any power (discretionary, administrative or otherwise) held by such person, and may revoke the delegation at any time, by delivery of an acknowledged instrument to such other Trustees or advisory board members.

TENTH: The Trustee is authorized to employ investment counsel; to consult with such counsel on any matters relating to the retention, sale, purchase, investment, or reinvestment of securities or other property; and to pay such investment counsel reasonable compensation for its services in addition to the regular compensation of the Trustee. The Trustee may act upon or refrain from acting upon the advice of such investment counsel in whole or in part, and to the extent the Trustee follows the advice of such counsel, it shall not be liable for any action taken, except in the case of willful misconduct or willful neglect.

ELEVENTH: This Agreement and the trust hereby created shall be construed according to and governed by the laws of the State of Florida.

TWELFTH: Subject to the condition that no power or authority shall be exercised by the Trustee in any manner or for any purpose whatsoever except to the extent that such power or authority may be exercised by an organization which is exempt from Federal income tax under §501(c)(7) of the Internal Revenue Code, but without otherwise limiting the powers conferred upon it by law, the Trustee is authorized:

(a) To retain and hold as a part of the principal of the trust any property added to the trust; (b) to invest and reinvest in any stocks, bonds, securities or other intangible personal property (including any discretionary common trust fund of any corporate fiduciary acting hereunder) which the Trustee shall select, without regard to diversification and without being limited to the investments authorized by law for the investment of trust funds; (c) to enter into and perform any agreement with respect to the sale, merger, combination, reorganization, dissolution or consolidation of any corporation or properties in which the Trustee may be interested; (d) to manage, improve, repair, sell, mortgage, lease (including the power to lease for oil or gas), pledge, convey, option and exchange, in whole or in part, any property held by the Trustee (real or personal) and take back purchase money mortgages thereon, without court order and upon such terms as the Trustee shall deem best; (e) to make any distribution in cash or in kind or in both; (f) to maintain custody or brokerage accounts and to register securities in the name of a nominee; (g) to compromise and settle claims (including those relating to taxes) by or against the trust hereunder, without court order; (h) to borrow funds from any person or corporation and secure the payments of any such loans by the pledge or mortgage of the whole or any part of any trust hereunder; (i) to employ the services of attorneys, accountants, custodians and brokers in the administration of the trust estate; and (j) to vote and give proxies in respect of any shares of stock held hereunder.

THIRTEENTH: This Trust Agreement may be referred to as the "NAPLES VELO TRUST DATED 4/ 28/10."

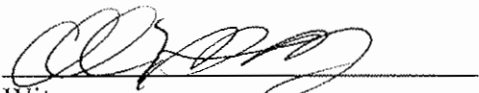
IN WITNESS WHEREOF, PAUL SHULER, as both Grantor and Trustee, and ADAM SCHMITT, WILLIAM BEYNON, PAUL A. ROBINSON, and SUZANNE HAWKINS, as Trustees, have hereunto set their respective hands and seals as of the day and year first above written.



Witness



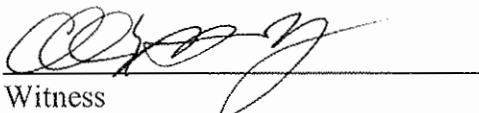
Witness



Witness



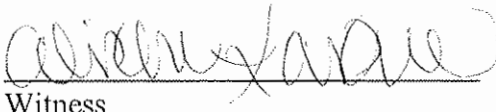
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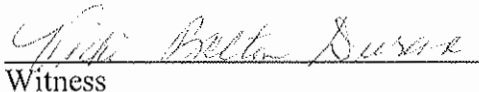
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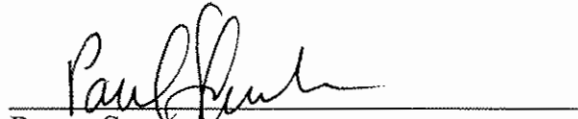
Witness



Witness



Witness



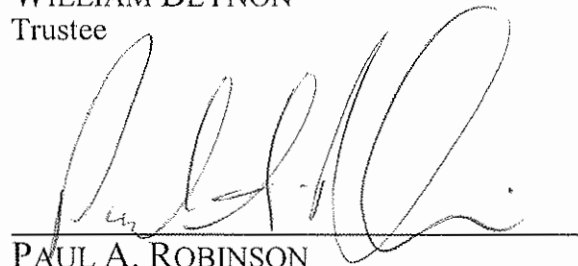
PAUL SHULER  
Grantor and Trustee



ADAM SCHMITT  
Trustee



WILLIAM BEYNON  
Trustee



PAUL A. ROBINSON  
Trustee

*[Handwritten Signature]*

Witness

*Waller W P*

Witness

*Suzanne Hawkins*

SUZANNE HAWKINS  
Trustee

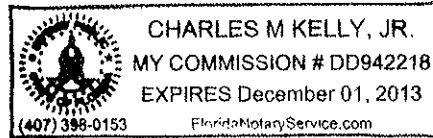
STATE OF FLORIDA :  
: SS:  
COUNTY OF COLLIER :

The foregoing instrument was acknowledged before me this 28 day of April, 2010, by PAUL SHULER,  who is personally known to me or  has produced a driver's license as identification and did not take an oath.

*[Handwritten Signature]*

Notary Public  
State of Florida at Large

My Commission Expires:



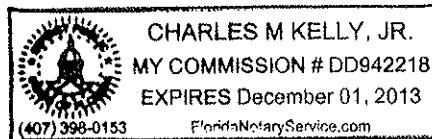
STATE OF FLORIDA :  
: SS:  
COUNTY OF COLLIER :

The foregoing instrument was acknowledged before me this 28 day of April, 2010, by ADAM SCHMITT,  who is personally known to me or  has produced a driver's license as identification and did not take an oath.

*[Handwritten Signature]*


Notary Public  
State of Florida at Large

My Commission Expires:

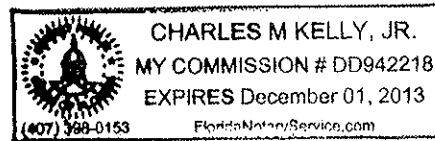


STATE OF FLORIDA :  
: SS:  
COUNTY OF COLLIER :

The foregoing instrument was acknowledged before me this 28 day of April, 2010, by WILLIAM BEYNON,  who is personally known to me or  has produced a driver's license as identification and did not take an oath.

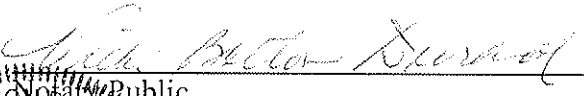
  
Notary Public  
State of Florida at Large

My Commission Expires:



STATE OF FLORIDA :  
: SS:  
COUNTY OF COLLIER :

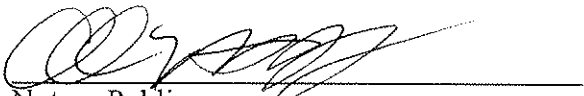
The foregoing instrument was acknowledged before me this 5 day of April, 2010, by PAUL A. ROBINSON,  who is personally known to me or  has produced a driver's license as identification and did not take an oath.

  
Notary Public  
State of Florida at Large  
My Commission Expires: July 20, 2010  
#DD 559495  
NOTARY PUBLIC, STATE OF FLORIDA

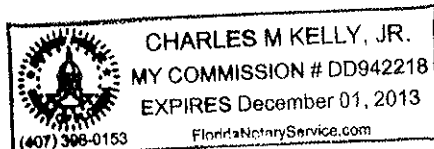
My Commission Expires:

STATE OF FLORIDA :  
: SS:  
COUNTY OF COLLIER :

The foregoing instrument was acknowledged before me this 28 day of April, 2010, by SUZANNE HAWKINS,  who is personally known to me or  has produced a driver's license as identification and did not take an oath.

  
Notary Public  
State of Florida at Large

My Commission Expires:



SCHEDULE A

FIVE DOLLARS ..... \$5.00

j:Naples Velo