



MINUTES FOR BOARD OF DIRECTORS MEETING – July 24, 2017

Board Members

Sally Brown (c)

Pam Hyink (b)

Cassidy Murphy (d)

Dan Sher (e)

Merrill Glustrom (e)

Tony Martinez (c)

John Regur (b)

Chad Stamm (d)

Officers

President:

President-Elect:

Past President:

Secretary (non-voting):

Treasurer:

Marty Evans

Mike Brady (a)

Bill Meyer (a)

George Browning

Christine Ludwig

Ex-Officio

Marilynne Tarrall, BRCF Chair

, BRCF Vice Chair

Call to Order

Presentation of Previous Minutes - (3,4)

Amended to correct name of deceased member – Bob Snow, not Dan Snow

Agreement on Agenda

Membership Issues – (Pages

New members - Brian Nichols – inducted July 21, 2017

Awaiting induction – Larry Drees, Julie Van Domelen, Charlotte L. Roehm & Richard Irvin

Resigning members

Charles LeRoy Aumiller – 7/1/17 – personal

Sidney Goodwin – 7/10 /2017 - personal

Susan Morris Graf – 6/12/17 – business obligations

Jill Marce – 6/30/17 – relocation

Laura Sweltz – 6/20/17 – moving to NC

Carol Ziegenhagen – 6/30/17 – relocation

President Marty noted: "Once a Rotarian, always a Rotarian" and said these members will be welcomed back should their situations allow them to return.

Termination of members –

Motion to ratify termination of seven members – seconded and approved

Requests for leave of absence - Ann Price – request for two month extension

Joanna Cain – request for LOA – July 2017-Jan. 2018

Motion to grant requests for LOA for Ann Price and Joanna Cain – seconded and approved

AE, Roots – Steve Peters (Roots)

Deaths – Quentin “Karl” Karlsrud, Hans Peterson & Walter Wyss
Motion to write off balance due amounts – seconded and approved

Liaison Reports

Committee Reports - none

ON DECK for August – Local & Community, PR - due August 23, 2017
Local & Community – Pam Hyink: Public Relations – John Regur

President’s Report

Transition issues

Election of Treasurer (Christine Ludwig) & Secretary (George Browning) (5)
Motion to ratify both elections – seconded and approved

Motion to authorize signature authority as of July 1, 2017 for the following Club officers on the Club accounts at our bank: President Martha Evans, Past President William Meyer, President-Elect Michael Brady and Treasurer Christine Ludwig – seconded and approved

Administrator contract – Wendi Buick – (6) – (2 pages)

Bookkeeper contract – Bettsee Gotwald – (7) – (6 pages)

Motion to ratify contracts for Administrator and Bookkeeper – seconded & approved

Conflict of interest form – (8)

Signed by all present – BRC secretary will obtain remaining signatures

Board liaison assignments – (9)

Youth Service – Chad Stamm; Local & Community – Pam Hyink; International – Cassidy Murphy; Vocational – Tony Martinez; Public Relations – John Regur; Membership – Bill Meyer; Foundations – Merrill Glustrom; Club Fellowship – Sally Brown; Club Meetings – Mike Brady; Club Administration – Marty Evans; & Satellites – Mike Brady

Board proxy assignments & mentoring

See heading of Minutes for new proxy assignments

Bill Meyer will serve as a mentor for incoming board members for the next six months.

New Club Constitution (15 pages)

The primary changes as these changes affect our club are permission to establish satellite clubs and changes to attendance requirements. Motion to approve new Constitution – seconded and approved

As a result of the new Constitution, changes will be needed in our By-Laws. The Constitution and By-Laws Committee will be working on these changes and will report to the Board when finished.

DDF pledge of \$2,000 – Rotary Dental Camp
Motion to authorize payment – seconded and approved

Discussion regarding LOA list – (10)
Lengthy discussion – action deferred until after By-Laws changed

Secretary's Report

Request for prompt on-line responses regarding approval of minutes, e-votes, etc.
Board Directors/Officers do not have to attend BOD meeting in order to e-vote on minutes.

Scheduled meeting dates – Board of Directors – 2017-2018 – (11)

Treasurer's Report

Review financials

June 30th Financials – (12) – (2 pages)
YTD Good Works P & L – (13) – (2 pages)
YTD Operations P & L – (14) – (2 pages)
YTD All Inclusive P & L – (15) – 4 pages)

Open discussion

JCC is booked for September 8, and BRC will participate instead with United Way's Day of Caring. Marty will come back to the Board at the August Meeting regarding recommended handling of billing issues for that meeting. She has already learned the following from Doug Yeiser at United Way: The meal is donated by Pasta Jays and Ben and Jerry's. Doug said we could keep the money or donate it as that was up to us.

Motion to authorize Secretary and Treasurer to establish banking relations with Premier Members Credit Union – seconded and approved

Miscellaneous: need for a storage locker discussed; we now have a new banner for display at the entrance to the meeting room at JCC; status report on raffle deferred awaiting additional information; refund of sales tax receipts received (75%)

President Marty encouraged everyone to attend Wine to Water event on August 12, 2017 or to donate cost of a ticket if unable to attend.

Adjournment – Motion to adjourn – seconded and approved - 6:03 pm

NEXT MEETING: 8/28/17 – 4 – 5:30 (TIME CHANGE) – Meadows Branch of Boulder Library



Board Members

Sally Brown (e)
George Garmany (a)
Cassidy Murphy (d)
Chad Stamm (d)

Tom Chesney (c)
Tony Martinez (b)
Anne-Marie Reader (a)
Brad Wiesley (e)

Officers

President:	Bill Meyer
President-Elect:	Marty Evans (b)
Past President:	Stan Benson (c)
Secretary (non-voting):	Mike Brady
Treasurer:	John Regur

Ex-Officio

John Sullivan, BRCF Chair
Marilynne Tarrall, BRCF Vice Chair

Call to Order

Guests: Incoming BOD Member Dan Sher, Incoming Treasurer Christine Ludwig, Incoming BOD Member Merrill Glustrom

Presentation of Previous Minutes (Approved May 22, 2017) – (Pages 3 to 5)

Agreement on Agenda (1 minute)

Membership Issues (10 minutes) –

- New members
 - Juli Pearce
 - Larry Drees (in publication)
- Resigning members
 - Kerrie Stevens 4/30/17
- Termination of members
 - None
- Requests for leave of absence
 - Sharon Svendsen
- AE, Roots
 - Bob Sievers – Unanimously approved
- Death – Hans Peterson owes \$300 from Oct, Jan, and April Dues – Discuss with with Pat, and revisit at July meeting
 - Dan Snow

Liaison Reports (5 minutes)

- NONE
- ON DECK for June
 - NONE

President's Report

- Nominations for Club Awards

- Board will e-vote on the nominations from the nomination committee
- If plaques are received, awards will be presented at 7/7/17 meeting
- CyberRIB update
 - The new format will debut on June 13, 2017
- Garage Sale update – the net proceeds are approximately \$5k
- Meeting Management issues
- Presentation of 2017-18 Budget
 - After extensive discussion, the Operations Budget was approved unanimously. Copy on page XXX
 - There were some additional questions on the Good Works budget, especially as it relates to commitments made by committees. It was agreed that further inquiry would be made to understand the nature and amount of those commitments.
 - **Note:** On June 5, 2017, after these questions were answered, the Good Works Budget was approved via e-vote. Attached Pages XXX

Secretary's Report

- None

Treasurer's Report (15 minutes) (Pages 8 to 17)

- Review financials April 30th
 - YTD Good Works P & L
 - YTD Operations P & L
 - YTD All Inclusive P & L

Open discussion (5 Minutes)

Adjournment

NEXT MEETING:

Board Social
Monday June 26th 5:30pm
Bill and Jane Meyer Ranch
5785 North 115th Street
Longmont, CO 80503-8434

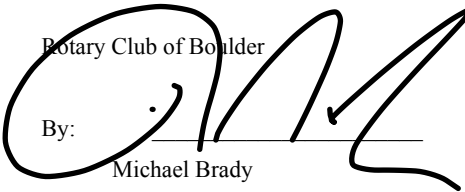
ELECTION OF SECRETARY AND TREASURER

Pursuant to Article I, Section 3 of the Rotary Club of Boulder, Colorado, U.S.A. Bylaws, the officers and directors elected for the 2017-18 Rotary year, together with the Immediate Past President, have selected the following for members for positions beginning July 1, 2017:

Treasurer	Christine Ludwig
Secretary	George Browning

Dated: May 22, 2017

Rotary Club of Boulder

By: 

Michael Brady
Secretary

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (the "*Agreement*") is entered effective July 1, 2017, by and between by and between the Rotary Club of Boulder, a Colorado non-profit association (BRC) and XXX Professional Services, LLC, a Colorado limited liability company ("*Consultant*").

W.L. Buick Consulting

WHEREAS, BRC desires to engage Consultant as an independent contractor to provide services to BRC at the direction of BRC's Board of Directors (the "*Board*"), including providing the services (the "*Services*") as more fully described on EXHIBIT A attached hereto, and Consultant desires to accept such engagement.

NOW THEREFORE, in consideration of the premises hereof and the mutual covenants and conditions hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **PERFORMANCE OF THE SERVICES.** Consultant shall perform the Services in a timely and professional workmanlike manner. Without limiting the generality of the foregoing, Consultant shall use reasonable efforts to participate in the preparations for BRC meetings, handle BRC attendance, assist in preparing BRC financial records, and participate as needed in meetings with the Board and/or members of BRC's management team.

2. **TERM.** The term hereof shall commence as of the date set forth above and, unless terminated earlier as provided elsewhere herein, shall continue until terminated pursuant to Section 7 below (the "*Term*").

3. **CONSIDERATION.** In consideration of Consultant's satisfactory performance of the Services, BRC shall pay to Consultant the following fees (the "*Fees*"): \$25 per hour, paid upon presentation of an invoice. Consultant shall invoice BRC on a semi-monthly basis for all Fees and Expenses (as defined below), and BRC shall pay the undisputed amount of such Fees and Expenses within ten (10) days after receipt of each invoice.

4. **POLICIES AND PROCEDURES.** Consultant shall be subject to and shall comply with the relevant policies and procedures of BRC, as such policies and procedures may be amended or eliminated from time to time at the sole discretion of BRC, except to the extent any such policy or procedure specifically conflicts with the terms and conditions set forth herein. Consultant further acknowledges and agrees that any such written or oral policies and procedures do not constitute contracts between BRC and Consultant.

5. **REIMBURSABLE EXPENSES.** BRC shall reimburse Consultant for reasonable expenses approved by BRC and incurred by Consultant in connection with the performance of the Services ("*Expenses*") upon Consultant's presentation of an itemized account of such expenses in accordance with BRC's then-current policies regarding expense reimbursement. These expenses will include, without limitation and by way of example only, the cost for telephone services incurred in connection with the BRC telephone number, reasonable charges for copies made for use by BRC, and costs incurred for backing up or providing access to BRC electronic data. However, it is specifically agreed that BRC shall not reimburse Consultant for

Agreement, and all the remaining terms of this Agreement shall remain in full force and effect. Except as otherwise expressly provided herein, the parties may amend this Agreement, from time to time, in writing signed by duly authorized officers of the parties. No waiver of any provision of this Agreement, nor consent to any departure by either party therefrom, shall in any event be effective unless the same shall be in writing and signed by a duly authorized officer of the party to be charged with the waiver or consent, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

11. **LEGAL EXPENSES.** In the event either party institutes any legal action to enforce or construe any provision of this Agreement (including in any arbitration), the non-prevailing party shall pay to the prevailing party the reasonable costs and expenses (including legal fees) incurred by such prevailing party in connection therewith.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first set forth above.

ROTARY CLUB OF BOULDER

By: 

Name: William D. Meyer

Title: President

XXX PROFESSIONAL SERVICES, LLC:

By: 

Name: Wendi Buick

Title: Administration

BRG CONSULTING LLC - PROFESSIONAL SERVICES AGREEMENT

1. **EFFECTIVE DATE:** 6/26/2017

2. **PARTIES:** BRG Consulting, a Colorado Limited Liability Company (hereafter "Consultant") and Boulder Rotary Club
with offices at P. O. Box 17635 Boulder, CO 80308 (hereafter "Client").

3. **SCOPE OF WORK:** Consultant may provide services (hereinafter "Work") including but not limited to bookkeeping, financial analysis, and related administrative services, reconciliation and payroll administration, light accounting, banking, strategy analysis and related tasks as approved by Client. The results, be they in paper, electronic or any other format, shall be described as "Work Product."

4. **AGREEMENT:** By and in consideration of the promises and the mutual agreements set forth herein, the Parties agree as follows:

4.1 **Services of BRG Consulting, LLC:** Consultant shall use commercially reasonable efforts to perform the services set forth in the Scope of Work, above, in a professional, ethical and timely manner and in accordance with all local, state and federal law.

4.2 **Client Responsibilities.** Client acknowledges and agrees that it shall be responsible for performing and/or providing the following in a reasonable and timely manner: (a) provide Consultant with reasonable access to relevant files, vendors and accounts for bookkeeping and related services; (b) provide Consultant with a list of contacts and associated phone numbers and email addresses in order to assist Consultant's performance of duties; (c) provide Consultant with all requested reports and data in a prompt and professional way; and (d) inform Consultant of any and all plans that may effect Consultant's performance of her services found in the Scope of Work..

4.3 **Consideration to Consultant.**

4.3.1 **Fees.** In consideration of the Services to be performed by the Consultant, Client shall pay to Consultant fees in the amounts and according to the invoices submitted by Consultant, and at the agreed upon rate depending on services performed –

- Rate of \$60 (sixty dollars) per hour – Bookkeeping Services which may include, but are not limited to – Update Client's monthly transactions in bookkeeping software, in person and phone meetings, management of accounts receivable and accounts payable, including communication with clients and vendors of the Client, process payroll.
- Rate of \$75 (seventy-five dollars) per hour – Controller/CFO Services, which may include, but are not limited to – Preparation of annual budgets and projections and ongoing monitoring, financial analysis as needed, payroll reconciliation and comply with local, state and federal government reporting requirements and tax filings (payroll and sales).
- Rate of \$75 (seventy-five dollars) per hour – Training provided to client on bookkeeping procedures in QuickBooks software
- Package rate of \$300 (three hundred dollars) flat fee – set up client books on QuickBooks Online – includes set up of chart of accounts, linking bank accounts and downloading past transactions (up to a year), and three hours of training. Does not include monthly subscription fee for QuickBooks Online.

4.3.2 **Expenses.** Client shall pay Consultant's expenses incurred in connection with this Agreement as follows: (a) incidental and out-of-pocket expenses that are incurred directly to the benefit of Client, including reasonable accounting software subscriptions, postage, shipping, overnight courier, parking fees and tolls, and, for trips outside Boulder County, travel time billed at half hourly rate; and (b) travel expenses including transportation, meals, and lodging, incurred by Consultant with Client's prior written approval.

4.3.3 **Invoices.** Client shall pay all invoices promptly within fifteen (15) days of receipt. Interest is due on all overdue

balances at the maximum legal rate per annum. Consultant may withhold delivery of any Work Product until any overdue invoices hereunder are paid in full.

4.4 Estimates. Client expressly acknowledges and agrees that cost/time estimates for Consultant's services, if any, are for planning purposes only. Such estimates represent the best judgment of Consultant or its contractors, but shall not be considered a representation or guarantee that project bids or costs will not vary.

4.5 Approval/Standard of Performance. Consultant will make commercially reasonable efforts to perform the Work within the time(s) identified by Client, and with a quality commensurate with industry standards. Client agrees to review Consultant's Work within the time identified for such reviews and to promptly either, (i) approve the Work in writing or (ii) provide clear and complete comments and/or corrections sufficient to identify the Client's concerns, objections or corrections to Consultant (in writing, when feasible and when requested by Consultant in its reasonable discretion). The Consultant shall be entitled to request written clarification of Client's responses and/or requests. Approval by client may not be unreasonably withheld. Client acknowledges and agrees that Consultant's ability to meet any and all schedules is dependent upon, among other things, Client's prompt performance of its obligations to provide materials and written approvals and/or instructions pursuant to any given project and that any delays in Client's performance or changes in the Work or project requested by Client may delay delivery of the Work product. Any such delay caused by Client shall not constitute a breach of Consultant's obligations under this Agreement.

5. CLIENT ENDORESMENTS

Consultant may include an endorsement from Client in connection with services provided. The language of the endorsement shall be determined and agreed upon by the Client and Consultant. Consultant may, upon obtaining Client's authorization, display Client's logo and approved words of endorsement on Consultant's web sites, portfolios, and other media or exhibits for the purposes of recognition of professional excellence or representative client roster.

6. OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS IN THE DELIVERABLES

6.1. Upon Client's full payment to Consultant of all fees, costs and out-of-pocket expenses, Client shall own the intellectual property rights in the Work Product and shall have all right, title and interest throughout the world in and to the Work Product, including the rights to protect, police, monitor and enforce such rights against any and all past and future infringements, and to sue for and recover damages and profits for past and future infringements thereof, together with any and all further privileges throughout the world to establish use, ownership, and/or registration thereof.

6.2. Any and all of Consultant's intellectual property rights in the Consultant Materials, not expressly licensed to Client in connection with this Agreement are reserved and shall remain the property of Consultant.

7. CONFIDENTIALITY

7.1 Confidentiality/Proprietary Information. During the term hereof and thereafter, the Party receiving Confidential or Proprietary Information (as defined below, "the Recipient") shall:

7.1.1 Maintain the Confidential Information in confidence, not disclose it to anyone else, nor use it for Recipient's own benefit or for the benefit of others (except in connection with the transactions between the parties) without the disclosing party's prior written consent, and use the same degree of care that Recipient uses for its own Confidential Information. Notwithstanding the foregoing, Recipient may disclose the Confidential Information within its organization, and with its affiliates, suppliers, manufacturers, agents, representatives, and consultants, to those persons who have a need to know such Confidential Information and by doing so, not violate the terms of this Agreement. The provisions of this paragraph shall not apply to any information:

- (a) which was known or used by Recipient prior to the date of such disclosure as evidenced by Recipient's written records;
 - (b) which is in the public domain by reason other than a breach of this Agreement;
 - (c) which has legally come into Recipient's possession through channels independent of the disclosing Party;
- or

(d) which is required by law or legal process to be disclosed, including in response to a valid court order of a court of competent jurisdiction or authorized government agency, provided the disclosing Party hereunder is notified promptly in writing to allow it to request a protective order and the receiving party reasonably cooperates, at the disclosing party's expense, with the disclosing Party's efforts to obtain a protective order.

7.1.2 For the purposes of this Agreement, Confidential Information shall include, but not be limited to, marketing information and strategies, technical data (e.g. computer software, drawings, processes), business and financial information, correspondence, written or oral representations, memoranda, reports, records, or other such conveyance of information which is clearly identified by stamp or legend as being proprietary or confidential by the disclosing party. Confidential Information that is disclosed orally or visually shall be confirmed as confidential or proprietary in writing within ten (10) days after such disclosure. Any report or other document produced by either party arising from the exchange of information by the Parties shall be regarded as proprietary and confidential.

7.1.3 This Agreement does not obligate either Party to disclose Confidential Information to the other party.

7.1.4 The Parties shall perform their respective obligations hereunder without charge to the other party.

7.1.5 No license or conveyance of any rights to either Party under any discoveries, inventions, patents, trade secrets, copyrights, or other form of intellectual property is granted or implied by the exchange of Confidential Information between the parties.

7.1.6 Any and all documents, paid for by and regarding the Client's business, and produced or delivered by the Consultant to the Client shall become the property of the Client, providing that the Client hereby acknowledges and agrees that the Consultant is authorized to keep copies of said documents for its records.

7.1.7 Each Party acknowledges that monetary damages may not be a sufficient remedy for unauthorized use or disclosure of Confidential Information and that in the event of a breach of this Agreement, the non-breaching Party shall be entitled, without waiving any other rights or remedies, to seek injunctive or equitable relief.

8. RELATIONSHIP OF THE PARTIES

8.1 Consultant is an independent contractor, not an employee of Client or any company affiliated with Client. Consultant shall provide the Work under the general direction of Client, but Consultant shall determine, in Consultant's sole discretion, the manner and means by which the Work is accomplished. This Agreement does not create a partnership or joint venture and neither party is authorized to act as agent or bind the other party except as expressly stated in this Agreement.

8.2 Consultant may engage and/or use third party contractors or other service providers as independent contractors in connection with the Work.

9. WARRANTIES AND REPRESENTATIONS

9.1 Each party represents and warrants that it has the legal authority and the capacity to perform all of its obligations hereunder and that performance of its obligations will not violate any applicable law or the rights of any third party.

9.2 Consultant represents and warrants that it will perform the services in a manner consistent with professional industry standards.

9.3 Client represents and warrants to the best reasonable knowledge and belief of Client, that: (a) Client owns all right, title, and interest in, or otherwise has full right and authority to permit the use of the Client data, websites, files and the like, and from which Consultant shall have access; (b) the Client Content does not infringe the legal rights of any third party; and (c) Client shall comply, as applicable, with the terms and conditions of any accounting rules and regulations applicable at the relevant time.

9.4 Except for the express representations and warranties stated in this agreement, Consultant makes no warranties whatsoever. Consultant explicitly disclaims any other warranties of any kind, either express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose or compliance with any foreign laws or government rules or regulations applicable to the project.

10. INDEMNIFICATION

10.1 Consultant agrees to indemnify and hold Client, its officers, directors, employees and agents, harmless with respect to any action, cause of action, suit, debt, cost, expense, claim or demand filed by any third person, at law or in equity, to the extent arising from acts or omissions of Consultant, its agents, employees or subcontractors engaged in performance of this Agreement, including, without limitation, any damage or injury to the Client, its agents, subcontractors and employees; provided, however, that in no event shall this indemnity extend to any action, cause of action, suit, debt, cost, expense, claim or demand substantially caused by the negligence, malfeasance, fraud, wrongful act or bad faith of Client.

10.2 Client agrees to indemnify and hold Consultant, its officers, directors, employees and agents, harmless with respect to any action, cause of action, suit, debt, cost, expense, claim or demand filed by any third person, at law or in equity, to the extent arising from acts or omissions of Client, its agents, employees and subcontractors engaged in performance of this Agreement (other than Consultant or Consultant's agents, employees or subcontractors), including, without limitation, any damage or injury to Consultant, its agents, subcontractors and employees; provided, however, that in no event shall this indemnity extend to any action, cause of action, suit, debt, expense, claim or demand substantially caused by the negligence, malfeasance, fraud, wrongful act or bad faith of Consultant.

10.3 Notwithstanding the foregoing, Consultant shall have no obligation to defend or otherwise indemnify Client for any claim arising out of or due to any illegal acts by Client.

11. LIMITATION OF LIABILITY

The Work and the Work Product of Consultant are provided "as is." The maximum liability of Consultant, its directors, officers, employees, design agents and affiliates to Client for damages arising from any and all causes whatsoever, and Client's maximum remedy, shall be limited to 50% of all sums owed to Consultant hereunder. In no event shall Consultant be liable for any lost profits, business interruption or for any indirect, incidental, special, consequential, exemplary or punitive damages arising out of or relating to the materials or the services provided by Consultant.

12. TERM AND TERMINATION

12.1 This Agreement shall commence upon the Effective Date and shall remain in force for one year, and thereafter it shall automatically renew on a monthly basis, until or unless a party gives notice of termination.

12.2 This Agreement may be terminated at any time by either party effective immediately upon thirty (30) days written notice, or the mutual agreement of the parties, or if any party: (a) becomes insolvent, files a petition in bankruptcy, makes an assignment for the benefit of its creditors; or (b) breaches any of its material obligations under this Agreement, which breach is not remedied within ten (10) days from receipt of written notice of such breach.

12.3 In the event of termination, Consultant shall be compensated for the Work performed through the date of termination in the amount of (a) any advance payment, or (b) a prorated portion of the fees due, or (c) hourly fees for work performed by Consultant or Consultant's agents as of the date of termination, at their respective standard rate, whichever is greater; and Client shall pay all expenses, fees, out of pocket expenses incurred in performance hereunder together with any additional costs incurred through and up to the date of cancellation.

12.4 In the event of termination of the Agreement prior to the full completion and delivery of the Work Product, Client shall own the work completed as of the date of termination and shall have all rights to such Work Product provided it has fulfilled its obligations under Section 12.3 above.

12.5 Upon termination of this Agreement for any reason: (a) each party shall return or, at the disclosing party's request, destroy the Confidential Information of the other party, and (b) other than as provided herein, all rights and obligations of each party under this Agreement, exclusive of the Services, shall continue to be binding on both of the parties.

13. MISCELLANEOUS

13.1.1 **Entire Agreement.** This Agreement constitutes the entire understanding of the Parties and supersedes all previous Agreements and contracts between the Parties relating to the subject matter hereof.

13.1.2 **Amendment.** This Agreement may not be amended except in writing with the consent of both Parties.

13.1.3 Binding Effect/Assignment. This Agreement shall be binding upon the Parties as well as their respective assignees of rights in this Agreement, and will also bind their respective successors in interest. This Agreement may not be assigned by Consultant without the full written consent of Client, with the exception that if assignment is made by Consultant to an entity which is controlled by Consultant, such consent may not be unreasonably withheld.

13.1.4 Governing Law. This Agreement shall be governed and construed in accordance with the law of the State of Colorado, USA.

13.1.5 Severability. If any provision of this Agreement shall be deemed invalid or unenforceable, this Agreement shall be deemed to be amended to delete any such invalid or unenforceable provision, without affecting the enforceability of the remainder of the Agreement.

13.1.6 Waiver. No waiver by the Parties in any default or breach of any covenant, term or condition of this Agreement shall be deemed to be a waiver of any other default or breach of this same or any other covenant, term or condition contained in this Agreement.

13.1.7 Compliance With Laws. Both Parties shall exercise reasonable commercial efforts to comply with national, and local laws that may apply to the conduct of the business contemplated hereunder.

13.1.8 No Negative Inference. Each Party acknowledges that this Agreement was fully negotiated by the Parties and agrees, therefore, that no provision of this Agreement shall be interpreted against any Party because such Party or its counsel drafted such provision.

13.1.9 Dispute Resolution. Any dispute between the Parties regarding the application, interpretation, and enforcement of this Agreement shall be subject to expedited binding arbitration under the auspices and the rules of the American Arbitration Association, or such other dispute resolution entity mutually agreeable to the Parties. Any hearing in such arbitration shall be held at a mutually convenient time and place in the vicinity of Boulder, Colorado, USA. Whichever Party substantially prevails in any dispute shall be entitled to reasonable attorney's fees and costs.

13.1.10 Notice. All communications provided for herein shall be in writing and shall either be delivered personally or sent by telefax or e-mail, and in all cases followed by hard copy confirmation sent by Federal Express or similar overnight courier and addressed to the Parties hereto as follows (or addressed in such other manner as the Parties may designate pursuant to written notice in accordance with the provisions of this paragraph). Any such notice shall be deemed given and effective upon receipt or upon refusal to accept receipt thereof:

If to CONSULTANT:

With a copy to:

Address	4140 Greenbriar Blvd	Address	1942 Broadway, Suite 314
City State Zip Code:	Boulder, CO 80305	City State Zip Code:	Boulder, CO 80302
Attention:	Bettsee R. Gotwald	Attention:	Allan R. Parr, Esq.
E-mail:	Bettsee@Bettsee.com	E-mail:	Allan@businessmanagmentlaw.com
Fax:		Fax:	720-204-3240

If to CLIENT:

With a copy to:

Address	P. O. Box 17635	Address	885 Arapahoe Ave.
City State Zip Code:	Boulder, CO 80308	City State Zip Code:	Boulder, CO 80302
Attention:	President	Attention:	Michael Brady
E-mail:	clubadmin@boulderrotary.org	E-mail:	mike@generositywealth.com
Fax:		Fax:	858-947-3807

13.1.12 Force Majeure. In case performance of any terms or provisions hereof will be delayed or prevented because of compliance with any law, decree, or order of any governmental agency of authority (local, State, Federal or

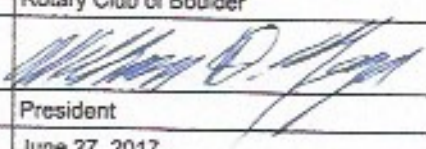
International) or because of riots, war, public disturbances, declaration of eminent domain, strikes, lockouts, differences with workers, blizzards, fires, floods, Acts of God, or any other reason whatsoever which is not within the reasonable control of the Party whose performance is interfered with and which, by the exercise of reasonable diligence cannot be avoided, the party interfered with may, at its option, suspend without liability the performance of its obligations hereunder during the period such cause continues (not to exceed 180 days), without causing this Agreement to be extended by such suspension.

13.1.13 **Acknowledgments.** The Client acknowledges that the Consultant is not an accountant, tax advisor, financial planner, nor lawyer; that Consultant makes no claim of licensure or expertise in those areas; and, that if Client so chooses to consider and/or rely on any related opinions given by Consultant, that it does so with full knowledge of the risks implied therein, and shall fully indemnify Consultant from any related litigation or claim. Further, should the Client provide Consultant with access to Client funds and accounts via electronic or any other method, Client acknowledges and agrees that, i) Consultant's Subcontractors and employees shall also have equal or similar access for Work, and ii) Client shall fully and comprehensively indemnify Consultant, Consultant's Subcontractors and employees from any litigation or claim resulting from theft, mistake or any other action resulting in loss due to breach of said access, provided that neither Consultant, Consultant's Subcontractors or employees has perpetrated any fraud or willful misconduct connected with said loss, theft, mistake or other action.

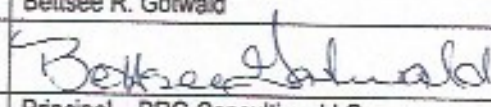
13.1.14 **Survival.** All the terms and provisions of this document which are by their nature not to be fully performed upon the closing of this transaction, including but not limited to fees due for work, indemnifications, and protection of intellectual property shall survive the termination of this Agreement for any reason.

AGREED:

CLIENT

Printed Name:	Rotary Club of Boulder
Signature:	
Title:	President
Date:	June 27, 2017

CONSULTANT

Printed Name:	Bettsee R. Gotwald
Signature:	
Title:	Principal - BRG Consulting, LLC
Date:	6.28.17

BOULDER ROTARY CLUB CONFLICT OF INTEREST

The Boulder Rotary Club requires its members, and particularly its Board of Directors, to act in the best interests of the Club and the Club Foundation. Members with a conflict of interest or who think they may have a conflict of interest must disclose the conflict / potential conflict for presentation to and discussion by the Club Board of Directors.

No actions that might be affected by a conflict of interest should be taken until the Board has been advised and discussed the matter. The Boulder Rotary Club prohibits affected Board members from voting on any matter in which they have a conflict of interest.

Club and Board members' continuing conflicts of interest should be recorded in writing, such as in the minutes of the Board meeting, at the beginning of the Rotary year before or at the first Board meeting of the Rotary year. Such instances shall be discussed at the first Board meeting each year.

Often people are unaware that their activities or personal interests are in conflict with the best interests of the Club and the Club Foundation. The goal is to raise awareness, encourage disclosure and discussion of anything that may be a conflict of interest, including hypothetical, prospective or past situations of concern, and constantly encourage candor about conflicts of interest.

As soon as incidental or newly recognized conflicts of interest on the part of Club and Board members are recognized by any Club member, Board member, Club officer or any other party, the conflicts of should be disclosed to the President, Past President, President-Elect, and Club Office, presented to and discussed by the Board of Directors at its next meeting, and recorded in writing, such as in the minutes of the Board meeting.

Minutes of Board meetings will reflect when a Board or Club member discloses a conflict of interest and how the conflict was managed, such as that there was a discussion on the matter without the Club or Board member(s) present, and/or that a vote was taken with the affected Club or Board member(s) abstaining.

ACKNOWLEDGED by signature July 24, 2017:

Martha Evans	Michael Brady	William Meyer
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George Browning	Christine Ludwig	Sally Brown
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Merrill Gustrom	Pam Hyink	Tony Martinez	Cassidy Murphy
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John Regur	Dan Sher	Chad Stamm
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Months for Board Liaison Reports on Club Activities													
	July – December 2017						January – June 2018						
	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	Total
<u>Youth Service</u> Chad Stamm			X				X			X			3
<u>Local & Community</u>		X					X			X			3
<u>International</u> Cassidy Murphy					X					X			2
<u>Vocational</u> Tony Martinez			X						X				2
<u>PR</u>		X							X				2
<u>Membership</u>				X				X					2
<u>Foundations</u>					X				X				2
<u>Club Fellowship</u> Sally Brown				X						X			2
<u>Club Meetings</u> Mike Brady					X			X					2
<u>Club Admin</u> Marty Evans				X				X			2017-18 budget		2
Satellites Mike Brady			X				X						2
Reports per month		2	3	3	3		3	3	3	4	1		

Constitution of the Rotary Club of Boulder, Colorado, U.S.A.

Article 1 Definitions

As used in this constitution, unless the context otherwise clearly requires, the words in this article shall have the following meanings:

1. Board: The Board of Directors of this club.
2. Bylaws: The bylaws of this club.
3. Director: A member of this club's Board of Directors.
4. Member: A member, other than an honorary member, of this club.
5. RI: Rotary International.
6. Satellite club: A potential club whose members shall also be members of this club.
7. Year: The twelve-month period which begins on 1 July.

Article 2 Name

The name of this organization shall be Rotary Club of Boulder, Colorado, U.S.A. (Member of Rotary International)

- (a) The name of a satellite of this club shall be Boulder New Generations Rotary Club (A satellite of Rotary Club of Boulder, Colorado, U.S.A.
- (b) The name of a satellite of this club shall be BRC Roots (A satellite of Rotary Club of Boulder, Colorado, U.S.A.

Article 3 Purposes

The purposes of this club are to pursue the Object of Rotary, carry out successful service projects based on the Five Avenues of Service, contribute to the advancement of Rotary by strengthening membership, support The Rotary Foundation, and develop leaders beyond the club level.

Article 4 Locality of the Club

The locality of this club is as follows: Boulder County and surrounding area, State of Colorado.

Article 5 Object

The Object of Rotary is to encourage and foster the ideal of service as a basis of worthy enterprise and, in particular, to encourage and foster:

- First.* The development of acquaintance as an opportunity for service;
- Second.* High ethical standards in business and professions; the recognition of the worthiness of all useful occupations; and the dignifying of each Rotarian's occupation as an opportunity to serve society;

Effective _____, 2017

- Third.* The application of the ideal of service in each Rotarian's personal, business, and community life;
- Fourth.* The advancement of international understanding, goodwill, and peace through a world fellowship of business and professional persons united in the ideal of service.

Article 6 Five Avenues of Service

Rotary's Five Avenues of Service are the philosophical and practical framework for the work of this Rotary club.

1. Club Service, the first Avenue of Service, involves action a member should take within this club to help it function successfully.
2. Vocational Service, the second Avenue of Service, has the purpose of promoting high ethical standards in businesses and professions, recognizing the worthiness of all dignified occupations, and fostering the ideal of service in the pursuit of all vocations. The role of members includes conducting themselves and their businesses in accordance with Rotary's principles and lending their vocational skills to club-developed projects in order to address the issues and needs of society.
3. Community Service, the third Avenue of Service, comprises varied efforts that members make, sometimes in conjunction with others, to improve the quality of life of those who live within this club's locality or municipality.
4. International Service, the fourth Avenue of Service, comprises those activities that members do to advance international understanding, goodwill, and peace by fostering acquaintance with people of other countries, their cultures, customs, accomplishments, aspirations, and problems, through reading and correspondence and through cooperation in all club activities and projects designed to help people in other lands.
5. Youth Service, the fifth Avenue of Service, recognizes the positive change implemented by youth and young adults through leadership development activities, involvement in community and international service projects, and exchange programs that enrich and foster world peace and cultural understanding.

Article 7 Exceptions to Provisions on Meetings and Attendance

The bylaws may include rules or requirements not in accordance with article 8, section 1; article 12; and article 15, section 4, of this constitution. Such rules or requirements shall supersede the rules or requirements of these sections of this constitution; a club, however, must meet at least twice per month.

Article 8 Meetings

Section 1 — Regular Meetings. *[See article 7 for exceptions to the provisions of this section.]*

- (a) *Day and Time.* This club shall hold a regular meeting once each week on the day and at the time provided in the bylaws. Attendance may be in person, through an online meeting, or using an online connection for members whose attendance otherwise would be precluded. Alternatively, a club shall hold a meeting once each week or during the week(s) chosen in advance by posting an interactive activity on the club's website. The latter type of meeting shall be considered as held on the day that the interactive activity is to be posted on the website.
- (b) *Change of Meeting.* For good cause, the board may change a regular meeting to any day during the period commencing with the day following the preceding regular meeting and ending with the day preceding the next regular meeting, or to a different hour of the regular day, or to a different place.
- (c) *Cancellation.* The board may cancel a regular meeting if it falls on a legal holiday, including a commonly recognized holiday, or during the week which includes a legal holiday, including a commonly recognized holiday, or in case of the death of a club member, or of an epidemic or of a disaster affecting the whole community, or of an armed conflict in the community which endangers the lives of the club members. The board may cancel not more than four regular meetings in a year for causes not otherwise specified herein provided that this club does not fail to meet for more than three consecutive meetings.
- (d) *Satellite Club Meetings.* If provided in the bylaws, a satellite club shall hold regular weekly meetings at a place and at a time and day decided by its members. The day, time and place of the meeting may be changed in a similar way to that provided for the club's regular meetings in section 1(b) of this article. A satellite club meeting may be cancelled for any of the reasons enumerated in section 1(c) of this article. Voting procedures shall be as provided in the bylaws.

Section 2 — Annual Meeting.

- (a) An annual meeting for the election of officers shall be held not later than 31 December as provided in the bylaws.
- (b) A satellite club shall hold an annual meeting of its members before 31 December to elect officers for the general governance of the satellite club.

Section 3 — Board Meetings. Written minutes should be provided for all board meetings. Such minutes should be available to all members within 60 days of said meeting.

Article 9 Exceptions to Provisions on Membership

The bylaws may include rules or requirements not in accordance with Article 10, sections 2 and 4 - 8 of this constitution. Such rules or requirements shall supersede the rules or requirements of these sections of this constitution.

Article 10 Membership [See article 9 for exceptions to sections 2 and 4 - 8 of this article.]

Section 1 — *General Qualifications.* This club shall be composed of adult persons who demonstrate good character, integrity, and leadership; possess good reputation within their business, profession, and/or community; and are willing to serve in their community and/or around the world.

Section 2 — *Kinds.* This club shall have two kinds of membership, namely: active and honorary.

Section 3 — *Active Membership.* A person possessing the qualifications set forth in article 5, section 2 of the RI constitution may be elected to active membership in this club.

Section 4 — *Satellite Club Membership.* Members of a satellite club shall also be members of the sponsor club until such time as the satellite club shall be admitted into membership of RI as a Rotary club.

Section 5 — *Dual Membership.* No person shall simultaneously hold active membership in this and another club other than a satellite of this club. No person shall simultaneously be a member and an honorary member in this club.

Section 6 — *Honorary Membership.*

- (a) *Eligibility for Honorary Membership.* Persons who have distinguished themselves by meritorious service in the furtherance of Rotary ideals and those persons considered friends of Rotary for their support of Rotary's cause may be elected to honorary membership in this club. The term of such membership shall be as determined by the board. Persons may hold honorary membership in more than one club.
- (b) *Rights and Privileges.* Honorary members shall be exempt from the payment of dues, shall have no vote, and shall not be eligible to hold any office in this club. Such members shall not hold classifications, but shall be entitled to attend all meetings and enjoy all the other privileges of this club. No honorary member of this club is entitled to any rights and privileges in any other club, except for the right to visit other clubs without being the guest of a Rotarian.

Section 7 — *Holders of Public Office.* Persons elected or appointed to public office for a specified time shall not be eligible to active membership in this club under the classification of such office. This restriction shall not apply to persons holding positions or offices in schools, colleges, or other institutions of learning or to persons who are elected or appointed to the judiciary. Members who are elected or appointed to public

office for a specified period may continue as such members in their existing classifications during the period in which they hold such office.

Section 8 — *Rotary International Employment.* This club may retain in its membership any member employed by RI.

Article 11 Classifications

Section 1 — *General Provisions.*

- (a) *Principal Activity.* Each member shall be classified in accordance with the member's business, profession, or type of community service. The classification shall be that which describes the principal and recognized activity of the firm, company, or institution with which the member is connected or that which describes the member's principal and recognized business or professional activity or that which describes the nature of the member's community service activity.
- (b) *Correction or Adjustment.* If the circumstances warrant, the board may correct or adjust the classification of any member. Notice of a proposed correction or adjustment shall be provided to the member and the member shall be allowed a hearing thereon.

Section 2 — *Limitations.* This club shall not elect a person to active membership from a classification if the club already has five or more members from that classification, unless the club has more than 50 members, in which case, the club may elect a person to active membership in a classification so long as it will not result in the classification making up more than 10 percent of the club's active membership. Members who are retired shall not be included in the total number of members in a classification. The classification of a transferring or former member of a club, or a Rotaractor or Rotary alumnus as defined by the board of directors of RI, shall not preclude election to active membership even if the election results in club membership temporarily exceeding the above limitations. If a member changes classification, the club may continue the member's membership under the new classification notwithstanding these limitations.

Article 12 Attendance [See article 7 for exceptions to the provisions of this article.]

Section 1 — *General Provisions.* Each member should attend this club's regular meetings, or satellite club's regular meetings if provided in the bylaws, and engage in this club's service projects, other events and activities. A member shall be counted as attending a regular meeting if the member is present in person or using an online connection for at least 60 percent of the meeting, or is present and is called away unexpectedly and subsequently produces evidence to the satisfaction of the board that such action was reasonable, or participates in the regular meeting posted on the club's website within one week following its posting, or makes up for an absence in any of the following ways:

- (a) *14 Days Before or After the Meeting.* If, within fourteen (14) days before or after the regular time for that meeting, the member

- (1) attends at least 60 percent of the regular meeting of another club, of a satellite club meeting of another club, or of a provisional club; or
- (2) attends a regular meeting of a Rotaract or Interact club, Rotary Community Corps, or Rotary Fellowship or of a provisional Rotaract or Interact club, Rotary Community Corps, or Rotary Fellowship; or
- (3) attends a convention of RI, a council on legislation, an international assembly, a Rotary institute for past and present officers of RI, a Rotary institute for past, present, and incoming officers of RI, or any other meeting convened with the approval of the board of directors of RI or the president of RI acting on behalf of the board of directors of RI, a Rotary multizone conference, a meeting of a committee of RI, a Rotary district conference, a Rotary district training assembly, any district meeting held by direction of the board of directors of RI, any district committee meeting held by direction of the district governor, or a regularly announced intercity meeting of Rotary clubs; or
- (4) is present at the usual time and place of a regular meeting or satellite club meeting of another club for the purpose of attending such meeting, but that club is not meeting at that time or place; or
- (5) attends and participates in a club service project or a club-sponsored community event or meeting authorized by the board; or
- (6) attends a board meeting or, if authorized by the board, a meeting of a service committee to which the member is assigned; or
- (7) participates through a club website in an interactive activity requiring an average of 30 minutes of participation.

When a member is outside the member's country of residence for more than fourteen (14) days, the time restriction shall not be imposed so that the member may attend regular meetings or satellite club meetings in another country at any time during the travel period, and each such attendance shall count as a valid make-up for any regular meeting missed during the member's time abroad.

(b) *At the Time of the Meeting.* If, at the time of the meeting, the member is

- (1) traveling with reasonable directness to or from one of the meetings specified in sub-subsection (a)(3) of this section; or
- (2) serving as an officer or member of a committee of RI, or a trustee of The Rotary Foundation; or
- (3) serving as the special representative of the district governor in the formation of a new club; or
- (4) on Rotary business in the employ of RI; or

- (5) directly and actively engaged in a district-sponsored or RI- or Rotary Foundation-sponsored service project in a remote area where making up attendance is impossible; or
- (6) engaged in Rotary business duly authorized by the board which precludes attendance at the meeting.

Section 2 — *Extended Absence on Outposted Assignment.* If a member will be working on an outposted assignment for an extended period of time, attendance at the meetings of a designated club at the site of the assignment will replace attendance at the regular meetings of the member's club, provided there is a mutual agreement between the two clubs.

Section 3 — *Excused Absences.* A member's absence shall be excused if

- (a) the absence complies with the conditions and under circumstances approved by the board. The board may excuse a member's absence for reasons which it considers to be good and sufficient. Such excused absences shall not extend for longer than twelve months. However, if the leave is for a medical reason or after the birth, the adoption, or foster care of a child that extends for more than twelve months such leave may be renewed by the board for a period of time beyond the original twelve months.
- (b) the aggregate of the member's years of age and years of membership in one or more clubs is 85 years or more, the member has been a member of one or more clubs for at least 20 years, and the member has notified the club secretary in writing of the member's desire to be excused from attendance and the board has approved.

Section 4 — *RI Officers' Absences.* A member's absence shall be excused if the member is a current officer of RI or a Rotarian partner of a current officer of RI.

Section 5 — *Attendance Records.* When a member whose absences are excused under the provision of subsection 3(a) of this article fails to attend a club meeting, the member and the member's absence shall not be included in the attendance records. In the event that a member whose absences are excused under the provisions of subsection 3(b) or section 4 of this article attends a club meeting, the member and the member's attendance shall be included in the membership and attendance figures used to compute this club's attendance.

Article 13 Directors and Officers and Committees

Section 1 — *Governing Body.* The governing body of this club shall be the board constituted as the bylaws may provide.

Section 2 — *Authority.* The board shall have general control over all officers and committees and, for good cause, may declare any office vacant.

Section 3 — *Board Action Final.* The decision of the board in all club matters is final, subject only to an appeal to the club. However, as to a decision to terminate membership, a member, pursuant to article 15, section 6, may appeal to the club, request mediation, or request arbitration. If appealed, a decision of the board shall be reversed only by a two-thirds vote of the members present, at a regular meeting specified by the board, provided a quorum is present and notice of the appeal has been given by the secretary to each member at least five (5) days prior to the meeting. If an appeal is taken, the action taken by the club shall be final.

Section 4 — *Officers.* The club officers shall be a president, the immediate past president, a president-elect, a secretary, and a treasurer, and may include one or more vice-presidents, all of whom shall be members of the board. The club officers shall also include a sergeant-at-arms, who may be a member of the board as the bylaws shall provide. Club officers shall regularly attend satellite club meetings.

Section 5 — *Election of Officers.*

- (a) *Terms of Officers other than President.* Each officer shall be elected as provided in the bylaws. Except for the president, each officer shall take office on 1 July immediately following election and shall serve for the term of office or until a successor has been duly elected and qualified.
- (b) *Term of President.* The president shall be elected as provided in the bylaws, not more than two (2) years but not less than eighteen (18) months prior to the day of taking office and shall serve as president-nominee upon election. The nominee shall take the title of president-elect on 1 July in the year prior to taking office as president. The president shall take office on 1 July and shall serve a period of one (1) year or until a successor has been duly elected and qualified.
- (c) *Qualifications.* Each officer and director shall be a member in good standing of this club. A candidate for the office of president shall have served as a member of this club for at least one year prior to being nominated for such office, except where service for less than a full year may be determined by the district governor to satisfy the intent of this requirement. The president-elect shall attend the district presidents-elect training seminar and the district training assembly unless excused by the governor-elect. If so excused, the president-elect shall send a designated club representative who shall report back to the president-elect. If the president-elect does not attend the presidents-elect training seminar and the district training assembly and has not been excused by the governor-elect or, if so excused, does not send a designated club representative to such meetings, the president-elect shall not be able to serve as club president. In such event, the current president shall continue to serve until a successor who has attended a presidents-elect training seminar and district training assembly or training deemed sufficient by the governor-elect has been duly elected.

Section 6 — Governance of a Satellite Club of This Club. A satellite club shall be located in the same locality as this club or in the surrounding area.

- (a) *Satellite Club Oversight.* This club shall provide such general oversight and support of a satellite club as is deemed appropriate by the board.
- (b) *Satellite Club Board.* For the day-to-day governance of a satellite club, it shall have its own annually elected board drawn from its members and comprising the officers of the satellite club and four to six other members as the bylaws shall provide. The highest officer of the satellite club shall be the chair and other officers shall be the immediate past chair, the chair-elect, the secretary and the treasurer. The satellite board shall be responsible for the day-to-day organization and management of the satellite club and its activities in accordance with Rotary rules, requirements, policies, aims and objectives under the guidance of this club. It shall have no authority within, or over, this club.
- (c) *Satellite Club Reporting Procedure.* A satellite club shall, annually, submit to the president and board of this club a report on its membership, its activities and programs, accompanied by a financial statement and audited accounts, for inclusion in this club's reports for its annual general meeting and such other reports as may, from time to time, be required by this club.

Section 7 — Committees. This club should have the following committees:

- Club Administration
- Membership
- Public Image
- Rotary Foundation
- Service Projects

Additional committees may be appointed as needed.

Article 14 Dues

Every member shall pay annual dues as prescribed in the bylaws.

Article 15 Duration of Membership

Section 1 — Period. Membership shall continue during the existence of this club unless terminated as hereinafter provided.

Section 2 — Automatic Termination.

- (a) *Membership Qualifications.* Membership shall automatically terminate when a member no longer meets the membership qualifications, except that
 - (1) the board may grant a member moving from the locality of this club or the surrounding area a special leave of absence not to exceed one (1) year to enable

the member to visit and become known to a Rotary club in the new community if the member continues to meet all conditions of club membership;

- (2) the board may allow a member moving from the locality of this club or the surrounding area to retain membership if the member continues to meet all conditions of club membership.
- (b) *How to Rejoin.* When the membership of a member has terminated as provided in subsection (a) of this section, such person, provided such person's membership was in good standing at the time of termination, may make new application for membership, under the same or another classification.
- (c) *Termination of Honorary Membership.* Honorary membership shall automatically terminate at the end of the term for such membership as determined by the board. However, the board may extend an honorary membership for an additional period. The board may revoke an honorary membership at any time.

Section 3 — Termination – Non-payment of Dues.

- (a) *Process.* Any member failing to pay dues within thirty (30) days after the prescribed time shall be notified in writing by the secretary at the member's last known address. If the dues are not paid on or before ten (10) days of the date of notification, membership may terminate, subject to the discretion of the board.
- (b) *Reinstatement.* The board may reinstate the former member to membership upon the former member's petition and payment of all indebtedness to this club. However, no former member may be reinstated to active membership if the former member's classification is in conflict with article 11, section 2.

Section 4 — Termination – Non-attendance. [See article 7 for exceptions to the provisions of this section.]

- (a) *Attendance Percentages.* A member must
 - (1) attend or make up at least 50 percent of club regular meetings or satellite club meetings, or engage in club projects, other events and activities for at least 12 hours in each half of the year, or a proportionate combination of both;
 - (2) attend at least 30 percent of this club's regular meetings or satellite club meetings, or engage in club projects, other events and activities in each half of the year (assistant governors, as defined by the board of directors of RI, shall be excused from this requirement).

If a member fails to attend as required, the member's membership may be subject to termination unless the board consents to such non-attendance for good cause.

- (b) *Consecutive Absences.* Unless otherwise excused by the board for good and sufficient reason or pursuant to article 12, sections 3 or 4, each member who fails to

attend or make up four consecutive regular meetings shall be informed by the board that the member's non-attendance may be considered a request to terminate membership in this club. Thereafter, the board, by a majority vote, may terminate the member's membership.

Section 5 — Termination – Other Causes.

- (a) *Good Cause.* The board may terminate the membership of any member who ceases to have the qualifications for membership in this club or for any good cause by a vote of not less than two-thirds of the board members present and voting, at a meeting called for that purpose. The guiding principles for this meeting shall be article 10, section 1; The Four-Way Test; and the high ethical standards that one should hold as a Rotary club member.
- (b) *Notice.* Prior to taking any action under subsection (a) of this section, the member shall be given at least ten (10) days' written notice of such pending action and an opportunity to submit a written answer to the board. The member shall have the right to appear before the board to state the member's case. Notice shall be by personal delivery or by registered letter to the member's last known address.
- (c) *Filling Classification.* When the board has terminated the membership of a member as provided for in this section, this club shall not elect a new member under the former member's classification until the time for hearing any appeal has expired and the decision of this club or of the arbitrators has been announced. However, this provision shall not apply if, by election of a new member, the number of members under the said classification would remain within provided limitations even if the board's decision regarding termination is reversed.

Section 6 — Right to Appeal, Mediate or Arbitrate Termination.

- (a) *Notice.* Within seven (7) days after the date of the board's decision to terminate or suspend membership, the secretary shall give written notice of the decision to the member. Within fourteen (14) days after the date of the notice, the member may give written notice to the secretary of the intention to appeal to the club, request mediation, or to arbitrate as provided in article 19.
- (b) *Date for Hearing of Appeal.* In the event of an appeal, the board shall set a date for the hearing of the appeal at a regular club meeting to be held within twenty-one (21) days after receipt of the notice of appeal. At least five (5) days' written notice of the meeting and its special business shall be given to every member. Only members shall be present when the appeal is heard.
- (c) *Mediation or Arbitration.* The procedure utilized for mediation or arbitration shall be as provided in article 19.
- (d) *Appeal.* If an appeal is taken, the action of the club shall be final and binding on all parties and shall not be subject to arbitration.

- (e) *Decision of Arbitrators or Umpire.* If arbitration is requested, the decision reached by the arbitrators or, if they disagree, by the umpire shall be final and binding on all parties and shall not be subject to appeal.
- (f) *Unsuccessful Mediation.* If mediation is requested but is unsuccessful, the member may appeal to the club or arbitrate as provided in subsection (a) of this section.

Section 7 — Board Action Final. Board action shall be final if no appeal to this club is taken and no arbitration is requested.

Section 8 — Resignation. The resignation of any member from this club shall be in writing, addressed to the president or secretary. The resignation shall be accepted by the board if the member has no indebtedness to this club.

Section 9 — Forfeiture of Property Interest. Any person whose club membership has been terminated in any manner shall forfeit all interest in any funds or other property belonging to this club if, under local laws, the member may have acquired any right to them upon joining the club.

Section 10 — Temporary Suspension. Notwithstanding any provision of this constitution, if in the opinion of the board

- (a) credible accusations have been made that a member has refused or neglected to comply with this constitution, or has been guilty of conduct unbecoming a member or prejudicial to the interests of the club; and
- (b) those accusations, if proved, constitute good cause for terminating the membership of the member; and
- (c) it is desirable that no action should be taken in respect of the membership of the member pending the outcome of a matter or an event that the board considers should properly occur before such action is taken by the board; and
- (d) that in the best interests of the club and without any vote being taken as to his or her membership, the member's membership should be temporarily suspended and the member should be excluded from attendance at meetings and other activities of this club and from any office or position the member holds within the club;

the board may, by a vote of not less than two-thirds of the board, temporarily suspend the member as aforesaid for a reasonable period of time not to exceed 90 days and on such further conditions as the board determines. A suspended member may appeal or refer to mediation or arbitration the suspension as provided in article 15, section 6. During the suspension, the member shall be excused from fulfilling attendance responsibilities. Prior

to the expiration of the suspension period, the board must either proceed to terminate the membership of the suspended Rotarian or reinstate the suspended Rotarian to full regular status.

Article 16 Community, National, and International Affairs

Section 1 — *Proper Subjects.* The merits of any public question involving the general welfare of the community, the nation, and the world are of concern to the members of this club and shall be proper subjects of fair and informed study and discussion at a club meeting for the enlightenment of its members in forming their individual opinions. However, this club shall not express an opinion on any pending controversial public measure.

Section 2 — *No Endorsements.* This club shall not endorse or recommend any candidate for public office and shall not discuss at any club meeting the merits or demerits of any such candidate.

Section 3 — *Non-Political.*

- (a) *Resolutions and Opinions.* This club shall neither adopt nor circulate resolutions or opinions, and shall not take action dealing with world affairs or international policies of a political nature.
- (b) *Appeals.* This club shall not direct appeals to clubs, peoples, or governments, or circulate letters, speeches, or proposed plans for the solution of specific international problems of a political nature.

Section 4 — *Recognizing Rotary's Beginning.* The week of the anniversary of Rotary's founding (23 February) shall be known as World Understanding and Peace Week. During this week, this club will celebrate Rotary service, reflect upon past achievements, and focus on programs of peace, understanding, and goodwill in the community and throughout the world.

Article 17 Rotary Magazines

Section 1 — *Mandatory Subscription.* Unless, in accordance with the bylaws of RI, this club is excused by the board of directors of RI from complying with the provisions of this article, each member shall, for the duration of membership, subscribe to the official magazine or to the magazine approved and prescribed for this club by the board of directors of RI. Two Rotarians residing at the same address have the option to subscribe jointly to the official magazine or the Rotary magazine approved and prescribed by the board for their club or clubs. The subscription shall be paid on such dates as established by the board for the payment of per capita dues for the duration of membership in this club.

Section 2 — *Subscription Collection.* The subscription shall be collected by this club from each member in advance and remitted to the Secretariat of RI or to the office of such regional publications as may be determined by the board of directors of RI.

Article 18 Acceptance of Object and Compliance with Constitution and Bylaws

By payment of dues, a member accepts the principles of Rotary as expressed in its object and submits to and agrees to comply with and be bound by the constitution and bylaws of this club, and on these conditions alone is entitled to the privileges of this club. Each member shall be subject to the terms of the constitution and bylaws regardless of whether such member has received copies of them.

Article 19 Arbitration and Mediation

Section 1 — *Disputes.* Should any dispute, other than as to a decision of the board, arise between any current or former member(s) and this club, any club officer or the board, on any account whatsoever which cannot be settled under the procedure already provided for such purpose, the dispute shall, upon a request to the secretary by any of the disputants, either be resolved by mediation or settled by arbitration.

Section 2 — *Date for Mediation or Arbitration.* In the event of mediation or arbitration, the board shall set a date for the mediation or arbitration, in consultation with disputants, to be held within twenty-one (21) days after receipt of the request for mediation or arbitration.

Section 3 — *Mediation.* The procedure for such mediation shall be that recognized by an appropriate authority with national or state jurisdiction or be that recommended by a competent professional body whose recognized expertise covers alternative dispute resolution or be that recommended by way of documented guidelines determined by the board of RI or the trustees of The Rotary Foundation. Only a member of a Rotary club may be appointed as mediator(s). The club may request the district governor or the governor's representative to appoint a mediator who is a member of a Rotary club and who has appropriate mediation skills and experience.

- (a) *Mediation Outcomes.* The outcomes or decisions agreed between the parties as a result of mediation shall be recorded and copies held by each party, the mediator(s) and one copy given to the board and to be held by the secretary. A summary statement of outcomes acceptable to the parties involved shall be prepared for the information of the club. Either party, through the president or secretary, may call for further mediation if either party has retracted significantly from the mediated position.
- (b) *Unsuccessful Mediation.* If mediation is requested but is unsuccessful, any disputant may request arbitration as provided in section 1 of this article.

Section 4 — *Arbitration.* In the event of a request for arbitration, each party shall appoint an arbitrator and the arbitrators shall appoint an umpire. Only a member of a Rotary club may be appointed as umpire or as arbitrator.

Section 5 — *Decision of Arbitrators or Umpire.* If arbitration is requested, the decision reached by the arbitrators or, if they disagree, by the umpire shall be final and binding on all parties and shall not be subject to appeal.

Article 20 Bylaws

This club shall adopt bylaws not inconsistent with the constitution and bylaws of RI, with the rules of procedure for an administrative territorial unit where established by RI, and with this constitution, embodying additional provisions for the government of this club. Such bylaws may be amended from time to time as therein provided.

Article 21 Interpretation

Throughout this constitution, the terminology “mail,” “mailing,” and “ballot-by-mail” will include utilization of electronic mail (e-mail) and internet technology to reduce costs and increase responsiveness.

Article 22 Amendments

Section 1 — *Manner of Amending.* Except as provided in section 2 of this article, this constitution may be amended only by the council on legislation in the same manner as is established in the bylaws of RI for the amendment of its bylaws.

Section 2 — *Amending Article 2 and Article 4.* Article 2 (Name) and Article 4 (Locality of the Club) of the constitution shall be amended at any regular meeting of this club, a quorum being present, by the affirmative vote of not less than two-thirds of all voting members present and voting, provided that notice of such proposed amendment shall have been mailed to each member and to the governor at least ten (10) days before such meeting, and provided further, that such amendment shall be submitted to the board of directors of RI for its approval and shall become effective only when so approved. The governor may offer an opinion to the board of directors of RI regarding the proposed amendment.

LEAVE OF ABSENCE LIST

*Ann Price requested a two month extension on or about July 5, 2017.

	FIRSTNAME	CLUBNAME	Date	MEMBERTYPE	MEMBERID	ADDRESS1	CITY	POSTALCODE	HOMEPHONE	EMAIL
Ablowitz	Enid	Boulder	6/30/2016	Active-LOA	1345891	200 Kiowa Place	Boulder	80303	303-494-8843	enidablowitz@hotmail.com
Carruth	Christopher	Boulder	12/20/2016	Active-LOA	8713888	2507 Spruce St. #61	Boulder	80302		cmc@chriscarruth.com
Draper	Frances	Boulder	9/30/2016	Active-LOA	6584799	2292 Kincaid Pl.	Boulder	80304	303-444-3192	frances.draper@colorado.edu
Layne	Debra	Boulder	9/30/17+6m0(2x)	Active-LOA	6815688	295 Broken Fence Rd	Boulder	80302	303-449-3431	Debra@NorthBoulderPT.com
Lurie	David	Boulder	6/30/2016	Active-LOA	6495802	4641 17th St.	Boulder	80304-0502	303-442-0830	dtlurie@gmail.com
Parks	Alexia	Boulder	10/4/2016	Active-LOA	6671591	973 - 5th St.	Boulder	80302	303-443-3697	AlexiaParks@gmail.com
Price	Ann	Boulder	5/1/2017 *	Active-LOA	9444482	10474 Carmela Lane	Northglenn	80234		annieuphigh@gmail.com
Szczurek	Theresa	Boulder	9/30/16+6mo(2X)	Active-LOA	2154272	3870 Newport Lane	Boulder	80304-1049	303-443-8674	tms@radishsystems.com

SCHEDULED MEETING DATES – BOARD OF DIRECTORS – MEADOWS BRANCH OF BOULDER LIBRARY

2017

July 24, 4:30-6

August 28 , 4-5:30 (TIME CHANGE BECAUSE THE ROOM IS BOOKED AT 5:30)

September 25, 4:30-6

October 23, 4:30-6

November 27, 4:30-6

December 18, 4:30-6 (Third Monday and may cancel but room is booked)

2018

January 22, 4:30-6

February 26, 4:30-6

March 26, 4:30-6

April 23 , 4:30-6

May 21, 4:30-6 (Third Monday because of Memorial Day the following week)

June 25, 5:30ish at Evans/Trembly home

Boulder Rotary Club
Balance Sheet
As of June 30, 2017

	Jun 30, 17
ASSETS	
Current Assets	
Checking/Savings	
1010 · Chase Inactive Oper acct #3800	100.00
1011 · Chase New Operating acct #2705	2,550.87
1015 · Chase Raffle checking #4814	954.59
1035 · Chase Trust Account #6859	
10351 · WCSC	7,853.06
10352 · Adelante	500.00
10353 · Residential Scholarships	5,100.00
10354 · Vocational Scholarships	5,861.00
10355 · Study Abroad Scholarships	4,600.00
10356 · General GW Fund	-3,287.11
10357 · Misc GW purposes	278.27
10358 · Helping Hands	500.00
10365 · Inter company account transfers	-15,198.00
Total 1035 · Chase Trust Account #6859	6,207.22
Total Checking/Savings	9,812.68
Other Current Assets	
1100 · Accounts receivable - members	15,610.79
1110 · Accounts receivable - other	9,344.71
1155 · Prepaid expenses	2,042.50
Total Other Current Assets	26,998.00
Total Current Assets	36,810.68
Fixed Assets	
1500 · Club equipment	18,886.29
1550 · Accumulated depreciation	-18,886.29
Total Fixed Assets	0.00
TOTAL ASSETS	36,810.68
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · Accounts payable	14,649.80
Total Accounts Payable	14,649.80

Boulder Rotary Club
Balance Sheet
As of June 30, 2017

	Jun 30, 17
Other Current Liabilities	
2239 · Clearing - Power of Soap	8,300.00
2250 · Clearing -TRF- Member contrib	50.00
2270 · Clearing - BNGRC Pilot Club	1,660.47
2100 · Marble raffle winners pot	1,256.75
Total Other Current Liabilities	11,267.22
Total Current Liabilities	25,917.02
Total Liabilities	25,917.02
Equity	
3000 · Club Fund Balance	-16,403.85
Net Income	27,297.51
Total Equity	10,893.66
TOTAL LIABILITIES & EQUITY	36,810.68

	Jul '16 - Jun 17
Ordinary Income/Expense	
Income	
FUND RAISING ACTIVITIES	
4200 · Marble Raffle - fundraising	1,931.50
4210 · Birthday contributions - BRCF	7,607.35
4240 · BRC Foundation Grants	25,164.29
4260 · Other fund-raising activities	33,328.06
Total FUND RAISING ACTIVITIES	68,031.20
SOCIAL ACTIVITIES	
4320 · Theater program	1,373.70
Total SOCIAL ACTIVITIES	1,373.70
OTHER INCOME	
4801 · Miscellaneous Income	250.00
Total OTHER INCOME	250.00
Total Income	69,654.90
Expense	
CLUB SERVICE	
Fellowship	
Raffle	
5640 · Raffle license and expenses	150.00
Total Raffle	150.00
Social	
5680 · Theater program	1,373.70
Total Social	1,373.70
Total Fellowship	1,523.70
Total CLUB SERVICE	1,523.70
COMMUNITY SERVICE	
5700 · Grant and projects	
Spelling Bee Sponsorship	1,605.35
Total 5700 · Grant and projects	1,605.35
5710 · Literacy	
Imagination Library	1,500.00
5710 · Literacy - Other	500.00
Total 5710 · Literacy	2,000.00
5730 · Preserve Planet Earth	1,000.00
Total COMMUNITY SERVICE	4,605.35
INTERNATIONAL SERVICE	
5810 · Study Abroad Scholarships	8,100.00

	Jul '16 - Jun 17
5820 · World Community Service WCSC Grants	8,022.86
Total 5820 · World Community Service	8,022.86
5830 · Youth Exchange	5,158.06
Total INTERNATIONAL SERVICE	21,280.92
VOCATIONAL SERVICE	
5900 · Vocational service awards Boulder TEC scholarships	2,568.00
Total 5900 · Vocational service awards	2,568.00
5910 · RYLA/Young RYLA	4,500.00
5930 · Interact/Rotaract/4-Way Test Youth Relations Committee	146.80
Total 5930 · Interact/Rotaract/4-Way ...	146.80
Total VOCATIONAL SERVICE	7,214.80
Total Expense	34,624.77
Net Ordinary Income	35,030.13
Other Income/Expense	
Other Expense	
6000 · Extraordinary Adjustment	500.00
Total Other Expense	500.00
Net Other Income	-500.00
Net Income	34,530.13

	Jul '16 - Jun 17
Ordinary Income/Expense	
Income	
MEMBERSHIP DUES	
4010 · Active Member Dues	78,187.24
4020 · New members - prorated	66.66
4030 · Initiation fees	200.00
Total MEMBERSHIP DUES	78,453.90
MEAL REVENUES	
4100 · Active members - prebilled	109,255.00
4110 · Exempt members	760.00
4120 · Guest meals	9,450.00
4130 · Red Badge Society meetings	1,389.21
4140 · Meeting make-up credits	-475.00
Total MEAL REVENUES	120,379.21
FUND RAISING ACTIVITIES	
4260 · Other fund-raising activities	5,538.14
Total FUND RAISING ACTIVITIES	5,538.14
OTHER INCOME	
4800 · Interest income	1.06
4801 · Miscellaneous Income	12,046.71
Total OTHER INCOME	12,047.77
Total Income	216,419.02
Expense	
CLUB SERVICE	
Meals expense	
5010 · Meals	104,563.77
5011 · Club meeting space	18,052.50
5020 · Red Badge Society meetings	1,783.78
Total Meals expense	124,400.05
Administration	
5110 · Contract services - club adm	45,000.00
5115 · Contract Services - Accounting	17,100.00
Total Administration	62,100.00
Office Expenses	
5220 · Office supplies and expense	1,760.74
5230 · Printing and copying	9.75
5240 · Postage and shipping	201.99
5260 · Insurance	-49.00
5280 · PayPal/Merchant Fees	47.80
Total Office Expenses	1,971.28

Boulder Rotary Club
Profit & Loss
July 2016 through June 2017

	Jul '16 - Jun 17
Communication	
5340 · Website	810.08
5341 · Club Software	1,335.82
Total Communication	2,145.90
Membership	
5400 · Badges, banners & supplies	1,358.37
5410 · Rotary International dues	17,637.86
5420 · District 5450 dues	10,980.00
5430 · Dist. 5450 Conf./Assembly/Tr...	606.00
5495 · Bad Debt Expense	5,312.57
Total Membership	35,894.80
Meetings	
5510 · Depreciation expense	211.75
Total Meetings	211.75
Total CLUB SERVICE	226,723.78
Total Expense	226,723.78
Net Ordinary Income	-10,304.76
Other Income/Expense	
Other Expense	
6000 · Extraordinary Adjustment	-3,072.14
Total Other Expense	-3,072.14
Net Other Income	3,072.14
Net Income	-7,232.62

Profit & Loss Budget vs. Actual

July 2016 through June 2017

	Jul '16 - Jun 17	Budget	\$ Over Budget
Ordinary Income/Expense			
Income			
MEMBERSHIP DUES			
4010 · Active Member Dues	78,187.24	93,125.00	-14,937.76
4020 · New members - prorated	66.66	1,600.00	-1,533.34
4030 · Initiation fees	200.00	0.00	200.00
Total MEMBERSHIP DUES	78,453.90	94,725.00	-16,271.10
MEAL REVENUES			
4100 · Active members - prebilled	109,255.00	104,880.00	4,375.00
4110 · Exempt members	760.00	14,292.00	-13,532.00
4120 · Guest meals	9,450.00	6,000.00	3,450.00
4130 · Red Badge Society meetings	1,389.21	2,844.00	-1,454.79
4140 · Meeting make-up credits	-475.00	0.00	-475.00
Total MEAL REVENUES	120,379.21	128,016.00	-7,636.79
FUND RAISING ACTIVITIES			
4200 · Marble Raffle - fundraising	1,931.50	3,750.00	-1,818.50
4210 · Birthday contributions - BRCF	7,607.35	9,000.00	-1,392.65
4240 · BRC Foundation Grants	25,164.29	40,000.00	-14,835.71
4260 · Other fund-raising activities	38,866.20	42,000.00	-3,133.80
Total FUND RAISING ACTIVITIES	73,569.34	94,750.00	-21,180.66
SOCIAL ACTIVITIES			
4320 · Theater program	1,373.70	0.00	1,373.70
4330 · Rotary Comes Home dinners	0.00	950.00	-950.00
Total SOCIAL ACTIVITIES	1,373.70	950.00	423.70
OTHER INCOME			
4800 · Interest income	1.06	0.00	1.06
4801 · Miscellaneous Income	12,296.71	0.00	12,296.71
Total OTHER INCOME	12,297.77	0.00	12,297.77
Total Income	286,073.92	318,441.00	-32,367.08
Expense			
CLUB SERVICE			
Meals expense			
5010 · Meals	104,563.77	99,800.00	4,763.77
5011 · Club meeting space	18,052.50	15,750.00	2,302.50
5020 · Red Badge Society meetings	1,783.78	2,844.00	-1,060.22
Total Meals expense	124,400.05	118,394.00	6,006.05
Administration			
5110 · Contract services - club adm	45,000.00	45,000.00	0.00
5111 · Assistant's Contract	0.00	6,120.00	-6,120.00
5115 · Contract Services - Accounting	17,100.00	6,000.00	11,100.00
Total Administration	62,100.00	57,120.00	4,980.00

Profit & Loss Budget vs. Actual

July 2016 through June 2017

	Jul '16 - Jun 17	Budget	\$ Over Budget
Office Expenses			
5220 · Office supplies and expense	1,760.74	0.00	1,760.74
5230 · Printing and copying	9.75	500.00	-490.25
5240 · Postage and shipping	201.99	250.00	-48.01
5250 · Telephone/Internet access	0.00	500.00	-500.00
5260 · Insurance	-49.00	500.00	-549.00
5270 · Personal property taxes	0.00	100.00	-100.00
5280 · PayPal/Merchant Fees	47.80	0.00	47.80
Total Office Expenses	1,971.28	1,850.00	121.28
Communication			
5300 · Club Newsletter	0.00	300.00	-300.00
5340 · Website	810.08	1,350.00	-539.92
5341 · Club Software	1,335.82	800.00	535.82
Total Communication	2,145.90	2,450.00	-304.10
Membership			
5400 · Badges, banners & supplies	1,358.37	1,200.00	158.37
5410 · Rotary International dues	17,637.86	18,858.00	-1,220.14
5420 · District 5450 dues	10,980.00	11,250.00	-270.00
5430 · Dist. 5450 Conf./Assembly/Trng.	606.00	300.00	306.00
5460 · Strategic Planning	0.00	500.00	-500.00
5470 · Membership expense			
5471 · PETS Conference	0.00	720.00	-720.00
5472 · Other membership expense	0.00	50.00	-50.00
5475 · Membership background che...	0.00	100.00	-100.00
Total 5470 · Membership expense	0.00	870.00	-870.00
5495 · Bad Debt Expense	5,312.57	0.00	5,312.57
Total Membership	35,894.80	32,978.00	2,916.80
Meetings			
5510 · Depreciation expense	211.75	403.00	-191.25
5550 · Meeting Management Committee	0.00	600.00	-600.00
Total Meetings	211.75	1,003.00	-791.25
Fellowship			
5600 · Awards	0.00	300.00	-300.00
5610 · Caring Committee	0.00	200.00	-200.00
5620 · Rotary International Conference	0.00	1,500.00	-1,500.00
Raffle			
5640 · Raffle license and expenses	150.00	0.00	150.00
Total Raffle	150.00	0.00	150.00

Profit & Loss Budget vs. Actual

July 2016 through June 2017

	Jul '16 - Jun 17	Budget	\$ Over Budget
Social			
5680 · Theater program	1,373.70	0.00	1,373.70
Total Social	1,373.70	0.00	1,373.70
Total Fellowship	1,523.70	2,000.00	-476.30
Total CLUB SERVICE	228,247.48	215,795.00	12,452.48
COMMUNITY SERVICE			
5700 · Grant and projects			
Rotary Community Corps	0.00	200.00	-200.00
Adelante Mentoring Project	0.00	500.00	-500.00
Spelling Bee Sponsorship	1,605.35	750.00	855.35
Total 5700 · Grant and projects	1,605.35	1,450.00	155.35
5710 · Literacy			
Adult learner award	0.00	0.00	0.00
Imagination Library	1,500.00	4,000.00	-2,500.00
5710 · Literacy - Other	500.00	0.00	500.00
Total 5710 · Literacy	2,000.00	4,000.00	-2,000.00
5730 · Preserve Planet Earth	1,000.00	500.00	500.00
Total COMMUNITY SERVICE	4,605.35	5,950.00	-1,344.65
INTERNATIONAL SERVICE			
5810 · Study Abroad Scholarships	8,100.00	8,000.00	100.00
5820 · World Community Service			
Quick Response Team/Shelter Box	0.00	0.00	0.00
WCSC Grants	8,022.86	10,000.00	-1,977.14
Total 5820 · World Community Service	8,022.86	10,000.00	-1,977.14
5830 · Youth Exchange	5,158.06	8,700.00	-3,541.94
Total INTERNATIONAL SERVICE	21,280.92	26,700.00	-5,419.08
VOCATIONAL SERVICE			
5900 · Vocational service awards			
Boulder TEC scholarships	2,568.00	20,000.00	-17,432.00
Total 5900 · Vocational service awards	2,568.00	20,000.00	-17,432.00
5910 · RYLA/Young RYLA	4,500.00	4,500.00	0.00
5920 · Res. High School Scholarships	0.00	20,000.00	-20,000.00
5930 · Interact/Rotaract/4-Way Test			
Youth Relations Committee	146.80	100.00	46.80
4-Way Test Committee	0.00	250.00	-250.00
Total 5930 · Interact/Rotaract/4-Way Test	146.80	350.00	-203.20
Total VOCATIONAL SERVICE	7,214.80	44,850.00	-37,635.20

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Accrual Basis

Boulder Rotary Club

Profit & Loss Budget vs. Actual

July 2016 through June 2017

	Jul '16 - Jun 17	Budget	\$ Over Budget
Social Activities Expense			
Interact Club Committee	0.00	0.00	0.00
Rotaract Club Committee	0.00	0.00	0.00
Rotary Community Corps	0.00	0.00	0.00
Total Social Activities Expense	0.00	0.00	0.00
Total Expense	261,348.55	293,295.00	-31,946.45
Net Ordinary Income	24,725.37	25,146.00	-420.63
Other Income/Expense			
Other Expense			
6000 · Extraordinary Adjustment	-2,572.14	0.00	-2,572.14
Total Other Expense	-2,572.14	0.00	-2,572.14
Net Other Income	2,572.14	0.00	2,572.14
Net Income	27,297.51	25,146.00	2,151.51