

TALLAHASSEE GARDEN CLUB
STANDING RULES

Adopted April 2015

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TALLAHASSEE GARDEN CLUB STANDING RULES

ARTICLE I – AUTHORITY

These Standing Rules are authorized in Article II, Section 6 of the TGC Bylaws adopted March 2015. Rules complement, but do not replace or conflict with, the duly adopted bylaws of the Tallahassee Garden Club (TGC).

ARTICLE II – ROLE AND PURPOSE

Affiliated with both the Florida Federation of Garden Clubs (FFGC) and National Garden Clubs, Inc. (NGC), TGC may work diligently to inform and support charitable, educational and scientific issues that would further the knowledge of members and the public.

TGC is an issues-oriented organization that does not oppose, support or endorse individual candidates for any local, state, or national office. Campaign signage or appearances at the Garden Center, or monetary contributions from TGC's treasury are strictly prohibited. Individual members are encouraged to fully participate in the democratic process for local, state, and national elections with their individual time, talents, and fiscal support but may not suggest, nor imply, any endorsement, opposition, or support from TGC when doing so.

ARTICLE III – MEMBERSHIP

Part A – Membership Fees and Categories:

Only those who have paid the appropriate membership dues in a timely manner may claim to be, and be recognized as, members of TGC.

Section 1 – Annual membership fees are as follows:

- Individual dues, active or associate member: \$40.00;
- Family dues, active or associate member: \$65.00;
- FFGC Life Members, individual dues: \$28.00;
- FFGC Life Member, family dues (one Life member): \$53.00;
- FFGC Life Member, family dues (two Life members) \$51.00;
- Affiliate members: \$100.00.

Dues are paid each year to the Circle Treasurer. Circle treasurers remit all dues collected to the TGC Treasurer by April 30 of each fiscal year. Dues are allocated as follows:

- \$40 dues shall be distributed \$12 to FFGC, \$1 to District III, \$12 to the TGC and \$15 to the Garden Center Maintenance Fund
- \$65 dues shall be distributed \$14 to FFGC, \$2 to District III, \$19 to TGC, and \$30 to the Garden Center Maintenance Fund
- \$28 dues shall be distributed \$1 to District III, \$12 to the TGC and \$15 to the Garden Center Maintenance Fund
- \$53 dues shall be distributed \$2 to FFGC, \$2 to District III, \$19 to TGC, and \$30 to the Garden Center Maintenance Fund
- \$51 dues shall be distributed \$2 to District III, \$19 to TGC, and \$30 to the Garden Center Maintenance Fund
- \$100 dues shall be distributed \$35 to FFGC and \$65 to TGC

In the event that the \$15 designated for the Garden Center Maintenance Fund would cause a financial hardship on a member of the TGC who has 20 or more membership years and who is at least 80 years of age, such member may be

exempted from paying the \$15. This section takes effect upon approval of these Standing Rules. Members receiving this exemption prior to this adoption date retain their exemption as long as they fulfill the requirements under which their exemption was originally granted.

Section 2 – Membership Categories:

Membership is by application, either to the club as a whole or through an individual Circle.

- a. Members are accepted and encouraged to join at the Circle level for maximum educational benefits to the members.
- b. Members are designated as either voting or non-voting based up the definitions found in the current Bylaws.
- c. Completed applications are filed with the First Vice-president (TGC Membership Chair).

Part B – Circles:

TGC membership, organized on the circle plan, is composed of constituent circles under the direction of the governing body of TGC. Circles establish their operational procedures through adoption of Standing Rules for their circles, aligned with the bylaws and rules of TGC. Circles establish their officers each fiscal year from the Active members within their circle in accordance with their own Standing Rules. Circles meet monthly between September and May at a time and place established by the circle membership. Circles may meet more frequently if desired, but must meet at least eight times within those nine months for their members to be considered active.

Section 1 -- At a minimum, each circle must determine a Chair, Secretary, and Treasurer by March 31 of each fiscal year and report the contact information for them to TGC. The number of annual terms allowed for circle officers is also designated by each circle in its rules.

- a. The Circle Chair conducts meetings and leads activities of the Circle. The Chair for each Circle is a designated member of the TGC Executive Board. As such, the chair represents the circle's membership, through attending, voting, and participating in all Executive Board meetings and activities on behalf of the Circle. The Chair is designated as the general contact for information dissemination from TGC to members when a specific contact person is not listed or available.
- b. Circles may designate Co-Chairs or Vice Chairs instead of, or in addition to, a single chairperson to fulfill the functions of Circle Chair. Contact information for these circle officers is reported to TGC in the same manner as other circle officer information.
- c. The Circle Secretary keeps the minutes of the Circle meetings, attends to correspondence and performs other duties as may be assigned by the Circle.
- d. The Circle Treasurer has the care and custody of all Circle-generated funds, signs checks, keeps a complete and accurate account of all receipts and disbursements, presents a current financial report at each Circle meeting, and performs other duties as may be assigned by the Circle.
- e. Circles have the authority to elect or appoint other committee or activity chairs within each Circle to carry out their work in support of the

purposes of TGC, FFGC, and NGC. Circles establish these per their own Standing Rules.

Section 2 -- Each Circle files a current copy of their Standing Rules or procedures with the Membership Chair of TGC by April 30 of each year or informs the Membership chair that no changes have been made and keeps the Membership Chair informed of any changes throughout the year. No Standing Rule, procedure, or action may contradict or violate any portion of the Bylaws or Standing Rules of the TGC, FFGC, or NGC.

Section 3 -- Newly formed Circles operate probationally for not less than one year under the direction of the First Vice-president. New Circle members are not required to pay state or district dues during the probationary period. New Circles are composed of not less than ten (10) members. Upon satisfactory completion of the probationary period, the First Vice-president may recommend full membership status for the new Circle to the Executive Board. New Circle membership must be approved by a majority vote of the Executive Board.

Section 4 – The fiscal year and fiscal policies for each circle shall follow the fiscal year and policies of TGC as delineated in the Bylaws and these Standing Rules and must remain compliant with the Club’s status as a non-profit organization.

Section 5 – Circle funds provide for philanthropic, educational and scientific programs in the community for and by the Circle members and are used to maintain the Garden Center for use by TGC members and the citizens of the community.

Section 6 -- Each Circle shall pay an annual fee on a pro-rata basis by December 31 to fund, in whole or in part, special projects of the TGC to include youth programs, garden therapy, and membership in related organizations. Circle

treasurers remit a check to the TGC Treasurer by the date stated that equals \$3.00 per circle member.

ARTICLE IV – FISCAL POLICIES

Section 1 – The dues structure delineated in these Standing Rules may only be changed using the three-month process outlined in Article IV, Section 4 of the TGC Bylaws as adopted March 2015.

Section 2 – Bills presented for payment to the TGC Treasurer must have approval of the President and the member authorizing same

Section 3 -- A yearly TGC budget shall be prepared by the TGC Budget Committee and presented to the Executive Board for approval at its May meeting. The Budget Committee shall consist of the Treasurer as chair, the President, First Vice-President, Board of Trustees Treasurer and one other elected trustee appointed by the President. A majority of those eligible and voting may amend the Budget at an Executive Board meeting or at a General Membership Meeting.

ARTICLE V– GOVERNANCE STRUCTURE OF TGC

PART A – Officers and Trustees:

Section 1—The elected officers of the TGC -- a President, a First Vice-president, a Second Vice-president, a Third Vice-president, a Recording Secretary, a Corresponding Secretary, and a Treasurer—must be active members of TGC when elected and throughout their term(s) of office.

Section 2 – The elected trustees -- Chair, Secretary, Treasurer, Grounds/Landscape trustee, and Building/Physical property trustee – must be active members of TGC when elected and throughout their term(s) of office.

Section 3 – TGC officers are elected for two-year terms, to run concurrent with FFGC. Trustees are elected for three-year terms.

Section 4 -- No member shall be eligible for the same TGC office for more than two consecutive terms without a one-term break in service. Terms commence on June 1 and end on May 31.

PART B – Duties of Officers and Trustees:

Section 1 – The TGC President or designee presides at all meetings of the Club and the Executive Board and is an ex-officio member of all committees except the Nominating Committee. The president is a member of the Board of Trustees. The president:

- calls special meetings,
- fills vacancies occurring in office with approval of the Executive Board,
- appoints the chairs of all standing and select committees except as provided in Bylaws or Standing Rules
- represents the Club at the Annual Convention of the FFGC and at all District meetings.
- recommends one of the members of the TGC for membership on the Tallahassee City Park Board as noted in the Tallahassee City Commission Policy.
- has the authority to authorize such persons as deemed necessary to establish and maintain bank accounts with the approval of the President's

Council and as permitted by the Internal Revenue Service without jeopardizing qualification of the TGC as a 501(c)(3) corporation.

- may appoint additional committees for specific purposes and may determine the membership of those committees.
- may organize current and future committee chairs into working groups as needed to maintain the order and business of the TGC.

Section 2 – The TGC First Vice-president shall assume the duties of the President in the absence of the President. The First Vice-president is a member of the Board of Trustees. Upon the death or resignation of the President, the First Vice-president shall become the President until the next election. The First Vice-president:

- acts as assistant to the President and represents her/him upon request,
- keeps an accurate and up-to-date roll of membership of the TGC and serves as Chair of the Membership Committee,
- assumes the responsibility of the organization of new Circles and the stimulation of interest in the Circles already organized,
- represents the TGC at the Annual Convention of the FFGC and at District meetings,
- provides annual reports of any assigned committees' work, and
- performs other duties as assigned by the President.

It is the duty of the First Vice-president to order a Past President's Pin and gift, paid for with TGC funds budgeted therefore, to be given to the President at the end of her/his term of office. The pin and gift are given to the President at the May meeting at the expiration of the President's term of office; and the President's Pin is then given to the incoming President.

Section 3 – The TGC Second Vice-president assumes the duties of the President and/or the First Vice-president in the absence of the President and/or First Vice-president. The Second Vice-president:

- coordinates production of the Yearbook,
- provides annual reports of any assigned committees' work, and
- performs other duties as assigned by the President.

Section 4 – The TGC Third Vice-president:

- plans programs for-the two General Membership Meetings each year,
- plans programs for any Executive Board meetings as directed by the President, coordinates other local or regional meetings at the direction of the President,
- provides annual reports of any assigned committees' work, and
- performs other duties as assigned by the President.

Section 5 – The TGC Recording Secretary keeps the minutes of all meetings of the TGC and Executive Board. The Recording Secretary is a member of the Board of Trustees. The Recording Secretary is:

- charged with the safekeeping of all records and reports of the TGC,
- provides annual reports of any assigned committees' work, and
- performs other duties as assigned by the President.

Section 6 – The TGC Corresponding Secretary has charge of, and maintains a record of, all correspondence of the TGC. The Corresponding Secretary:

- sends out notices of all Board meetings upon request,
- sends the names of delegates and alternates to the State Convention Registration Chairman ten days prior to the annual convention,
- provides name tags at Executive Board meetings,

- provides annual reports of any assigned committees' work, and
- performs other duties as assigned by the President.

Section 7 – The TGC Treasurer has charge of all monies intended for, and belonging to TGC. The Treasurer is a member of the Board of Trustees. The Treasurer:

- serves as Chair of the Budget Committee,
- provides timely reports of the financial health of the organization,
- pays all bills that are authorized by the President of the TGC,
- annually provides the books and records to a Certified Public Accountant who shall assist in the preparation of financial statements and appropriate tax returns,
- annually ensures that all tax certificates needed to carry on the business of TGC are current,
- files reports to the Department of Revenue as well as pay all taxes owed as a result of TGC fundraisers,
- provides annual reports of any assigned committees' work, and
- performs other duties as assigned by the President

At the end of her/his term of office, the Treasurer shall transfer all monies, books and records to the new Treasurer thirty days after the close of the fiscal year.

Section 8 – The Board of Trustees (BOT) Chair presides at meetings of the BOT and oversees the business of the BOT delineated in the BOT Standing Rules as duly adopted August 2013 and published to the TGC Executive Board September 2013. The Standing Rules of the Board of Trustees of the Tallahassee Garden Club are hereby incorporated by reference into these TGC Standing Rules, and may be found in Appendix A.

Section 9 – The BOT Secretary records and keeps track of all actions of the BOT that occur at meetings, handles correspondence for the BOT, as well as keeping a current listing of the location of all TGC property documents. The BOT Secretary performs the duties noted in the BOT Standing Rules in Appendix A and any others as directed by the BOT Chair.

Section 10 -- The BOT Treasurer has charge of all monies intended for, and belonging to the BOT. An explanation of the BOT Treasurer’s fiscal responsibilities to the BOT is noted in Appendix A: the BOT Standing Rules.

Section 11 – The BOT Grounds/Landscape Trustee coordinates the efforts to maintain the grounds and landscaped areas of the Garden Center and monitors those efforts as noted in Appendix A: the BOT Standing Rules.

Section 12 – The BOT Building/Physical Properties Trustee coordinates the maintenance of the interior and the exterior of the Garden Center building, including all fixtures and furnishings, as described in Appendix A: the BOT Standing Rules.

PART C – Election of Officers and Trustees

Section 1 – The right to vote and hold office is restricted to active members as defined in the Membership section of the bylaws and these standing rules.

Section 2 – A nominating committee of at least five active members, but no more than seven, is elected by a majority of the active members in attendance at the Fall General Membership Meeting. The Nominating Committee prepares a list of qualified candidates for each of the TGC Offices and/or Board of Trustee positions being vacated. Nominations from the floor may be made at the time of the

election. Election procedures noted in Robert's Rules of Order are followed to ensure a fair and equitable process.

Section 3 – Elections are held at the Spring General Membership Meeting to fill expiring terms of officers or trustees. Candidates are elected by a majority of those active members present physically or electronically and voting.

Section 4 -- Each retiring Officer or Trustee shall turn over to the duly elected successor all instructions, books and records that belong to the office before the end of June.

PART D – Vacancy or Resignation from Office

Section 1 -- Vacancy and Resignation

- a. The President may declare an elected position to be vacant if it is determined that the elected person is unable to perform the duties of the office due to documented physical or mental conditions. If a vacancy occurs in the Office of the President, the First Vice-president shall succeed to the Office.
- b. Elected office holders who choose to resign must submit a letter of resignation to the President. If the President is resigning, the letter of resignation is submitted to the First Vice-president.
- c. In the event of a resignation or vacancy, all records of the office are immediately turned over to the President or the President's designee.
- d. The President, with the advice of the President's council and approval of the Executive Board, declares the vacancy, accepts the resignation, and subsequently appoints a member to complete the unexpired term of the open position.

Section 2 -- Removal from Office

- a. Removal proceedings may be brought against any elected Officer for failure to perform the duties of office through a Motion for Removal.
- b. A Motion for Removal must be submitted to the TGC President in writing, signed by at least (10) ten active members of the TGC, and state the grounds for removal.
- c. When a Motion for Removal is received by the President, all Executive Board Members shall be officially notified that the matter will be on the agenda of the next regular or special Executive Board meeting. The President shall provide a copy of the Motion for Removal to the subject of the Motion at least seven (7) days before the meeting. In the event that the Motion is brought against the President, then the First Vice-president shall serve as presiding officer until the matter is resolved.
- d. A Motion for Removal may only be considered upon a majority vote of the Executive Board at the scheduled meeting. The Officer or Trustee subject to removal may provide a written or oral response, or both, and the question may not be called by the Chair until the Officer or Trustee subject to removal has finished speaking or 30 minutes has transpired, whichever comes first.
- e. If the Motion is to be considered, the President shall declare a hearing to be on the agenda of the next regular or special scheduled meeting of the Executive Board.
- f. At such hearing, spokespersons from the original signers of the Motion for Removal may speak, the Officer or Trustee subject to removal may speak and witnesses may be called.

g. An affirmative vote consisting of not less than (2/3) two-thirds of those voting shall be necessary for the removal to be valid.

h. Upon removal of an Officer or Trustee, the President, with the approval of the Executive Board, shall appoint a member to complete the unexpired term. In the case of the removal of the President, the First Vice-president will take over for the President's unexpired term and may appoint a person to fill the role of First Vice-president.

Part E – Boards and Committees

Section 1 -- Unless otherwise provided, a simple majority of the Executive Board is required to transact business once a quorum has been established. The Executive Board transacts the business of the TGC, representing the desires of the general membership.

- a. A voice vote is acceptable unless there is member objection. If a voice vote is objected to, the Recording Secretary shall note those who are entitled to vote and they will do so by a show of hands for both the affirmative and negative.
- b. Meetings are usually held on the first Wednesday after the first Monday of the month and are called by the President. The board usually only meets from September through May, but may meet at any time as called by the President.

Section 2 – Unless otherwise provided, a simple majority of the Board of Trustees is required to transact business once a quorum has been established. A quorum is defined as a majority of the nine members of the BOT.

- a. The BOT meets at least monthly, and may meet more frequently at the call of the BOT Chair.

- b. The BOT is entrusted with the title and jurisdiction over the real property of the TGC by the membership. The real property of the TGC may not be sold, mortgaged, leased, nor in any way may the ownership status be changed, except by an affirmative two-thirds vote of the total membership of the TGC at a duly advertised meeting following the same process used for changing the amount of annual dues collected as noted in Article IV, Section 4 of the TGC Bylaws.

Section 3 – The President’s Council advises the President on matters to come before the Executive Board and general membership. The council meets prior to each general membership and executive board meeting to review the agenda items and to assist the President as needed.

Section 4 – Both the Standing Committees noted in Article V, Part E, Section 4 of the bylaws and ad hoc committees support the work of the TGC. The President is authorized and expected to appoint chairs for all ad hoc committees of TGC, most of which are subsequently listed in the yearbook. Committees may be structured as the President deems expedient and may be required to provide updates or reports as appropriate, but no less than once per fiscal year.

Section 5 – The BOT may see the need for ad hoc or working committees to support the maintenance and upkeep of the Garden Center. The TGC President must be consulted on all suggestions regarding committee chairs and membership. These committees may also be required to provide updates or reports as appropriate, but no less than once per fiscal year.

Section 6 – Circles may also form internal committees by conforming to the process established in their own Standing Rules.

ARTICLE VI – PARLIAMENTARY AUTHORITY

The majority of decisions made at the circle, committee, board, or general membership levels can often be handled by simple majority via voice vote or show of hands. If there are any questions as to the validity of a decision reached in this manner at any level throughout the TGC, the process and procedures delineated in *Roberts Rules of Order, Newly Revised*, shall be applied to ensure fair and equitable treatment by and for all members.

ARTICLE VII – AMENDMENTS TO BYLAW OR STANDING RULES

Section 1 – Bylaws may only be amended at a General Membership Meeting.

Two-thirds vote of the active members present and voting are required to amend. Amendments must be presented in writing to each Circle Chair for announcement and discussion at a Circle meeting before action is taken at a General Membership meeting. Circle Chairs are expected to ensure that members are aware of and understand the effects of the proposed changes.

Section 2 – Unless otherwise noted in the bylaws, Standing Rules may be amended at any Executive Board meeting by a two-thirds vote of the active members present and voting. Proposed changes to Standing Rules would be presented in writing and explained to Circle Chairs at an Executive Board meeting and the President would direct Circle Chairs to explain the proposed changes to their Circle members at the next Circle meeting. A vote on the proposed amendment(s) would occur at the following Executive Board meeting.

ARTICLE VIII – INDEMNIFICATION

Indemnification of elected officers, trustees, or Executive Board members is given only when the conduct in question was authorized by TGC. Indemnification is extended to both current and former members serving in the capacities designated.

ARTICLE IX – DISSOLUTION

Section 1 -- In the unlikely event that the TGC is dissolved, all assets should be distributed for one or more exempt purposes under current IRS definitions or distributed to a federal, state, or local government entity for a public purpose.

Section 2 – In the unlikely event that a circle is dissolved, all assets of the Circle become the property of the TGC.

ARTICLE X – SEVERABILITY

If it is found that any or several features of these Standing Rules contradict current bylaws or Standing Rules, or that portions are illegal, invalid, or unenforceable, or that portions as written and applied would jeopardize the non-profit status of TGC, said portions will not affect the enforcement and implementation of the remainder of the document.

Adopted April 8, 2015

TALLAHASSEE GARDEN CLUB STANDING RULES APPENDIX A

Standing Rules for the Board of Trustees of Tallahassee Garden Club, Inc.

The Board of Trustees, hereinafter referred to as BOT, is the body entrusted with the care and keeping of the house and grounds of the Tallahassee Garden Club, hereinafter referred to as TGC. Trustees are elected to facilitate this objective and are given jurisdiction by the TGC by-laws.

I. Duties of Trustees at Large

A. Chair, Board of Trustees

1. Preside at all meetings of the BOT.
2. Serve notices of meetings of the BOT.
3. Prepare a written agenda to be forwarded to board members prior to the meeting.
4. Execute all contracts in the name of the BOT, subject to the approval of the BOT.
5. Supervise all employees and independent contractors employed by the BOT.
6. Conduct an annual evaluation of the resident manager, hereinafter referred to as RM, to discuss compliance with all terms of the contract.
7. Oversee all BOT business dealings.
8. Monitor the calendar for all rental and TGC activities at the Garden Center. The BOT Chair is one of three trustees authorized to enter events on the calendar. The TGC president

and Building/Physical Properties trustee also are authorized to enter events on the calendar.

9. Provide the key code to any TGC member who needs to gain entrance to the Garden Center. Maintain a log of the date and name of the member to whom the code is given, along with the tentative dates that the member will be using the code.
10. Sign the bank signature cards that authorize check signing on the BOT checking account at the beginning of the fiscal year. This procedure is required by the bank when a new treasurer is installed and that person's signature is added to the signature card. Deliver a copy of the minutes of the TGC General meeting evidencing election of the officer(s) to the bank officer facilitating the signature process.
11. Sign the bank signature card that authorizes access to the TGC/BOT safe deposit box. Deliver a copy of the minutes of the TGC General meeting evidencing election of the officer(s) to the bank officer facilitating the signature process.
12. Work closely with all trustees, especially the Grounds/Landscape trustee, Building/Physical Properties trustee and BOT treasurer, to ensure that the duties of all positions are properly fulfilled.
13. Serve as a member of all BOT Standing Committees and approve all appointed members not specifically designated by standing rule.

14. Attend President's Council meetings and TGC Executive Board meetings, and report to the Executive Board on behalf of the BOT.
15. Serve as an adviser to any TGC committee for club activities that take place in the Garden Center.
16. Maintain an inventory of all keys and locks and maintain a log of all members who have signed the statement of responsibility (copy attached) and to whom keys are distributed. File the statements in the chairman's notebook, together with the inventory log.
17. Maintain a notebook that includes a listing of all documents over which the BOT has authority as required by standing rules, and the physical locations of those documents. The list of documents shall include the title to the property located at 507 North Calhoun Street, property insurance, bank accounts and certificates of deposits.

B. Grounds/Landscape Trustee

1. Schedule TGC grounds workdays and notify circle chairs of date and time.
2. Monitor the rental and event calendar for rentals and TGC activities to be held at the Center and schedule lawn service as needed.

3. Determine from the RM the outdoor areas to be used by renters and notify the lawn maintenance contractor of a need to pay special attention to those areas.
4. Monitor cleaning of the cigarette butt disposal containers on the patio and deck.
5. Pick up litter on the grounds and trim growth to clear walkways as needed.
6. Water outdoor potted plants as needed and notify circles when their beds are in need of care.
7. Inspect the irrigation system and notify the appropriate repair person if necessary.
8. Check position of city garbage cans so all are accessible.
9. Monitor lights on the handicap ramp and deck stairs and replace burned out bulbs as needed.
10. Supervise independent contractors hired to perform outdoor lawn service.
11. Monitor the grounds for fire ant infestations. Apply eradication treatment as needed.
12. Serve as chair of the Landscape Committee.
13. Review all plans pertaining to landscape design or irrigation of the property and make recommendations to the BOT for approval or disapproval.
14. Monitor the parking lot area and driveways and make recommendations as to repairs that are needed.

C. Building/Physical Properties Trustee

1. Oversee the maintenance of the interior and exterior of the Garden Center building, including all fixtures and furnishings.
2. Interview, recommend and supervise all contractors/vendors with respect to providing services attendant to the maintenance of the Garden Center, such as the cleaning service, painting contractors, electricians, plumbers, etc.
3. Schedule and monitor the cleaning services as needed.
4. Inspect the Garden Center following each event, including TGC events, for any rule infractions including damage to the property or theft and report the infractions to the BOT Chair.
5. Advise the BOT treasurer within three days of an event as to whether the full security deposit may be refunded to a renter or if the deposit must be withheld due to a rule infraction, damage or theft.
6. Assist in obtaining rentals as needed, in showing the Garden Center to prospective renters, in being on property during a rental if needed, and in executing contracts with renters as needed.
7. Work with the RM to assure that the Garden Center is ready for all calendared events.
8. Periodically change the lock box key code and provide the new code to the BOT chair and to the RM.
9. Purchase all cleaning supplies for the Garden Center.

10. Purchase all equipment that is needed for the Garden Center, including, but not limited to mops, brooms, inside trash receptacles, tablecloths, coffeepots, small appliances, vacuum, light bulbs, paper goods, and toiletry items.
11. Determine what maintenance is required, report the need to the BOT, obtain estimates and ensure that the work is done as ordered, including, but not limited to interior and exterior painting, rug cleaning, roof repairs, rodent control, termite inspections.
12. Coordinate and monitor all regular service for the Garden Center, including, but not limited to, fire alarm, termite control, air condition and heating service, security system, pest control, rodent control, insurance, telephone and computer service.
13. Maintain an up to date inventory of all items in the Garden Center and ensure that those available for public use are located in such places as to assure easy accessibility.
14. Be accessible for emergencies and available to answer questions relating to the Garden Center.
15. Monitor the calendar for all rental and TGC activities at the Garden Center. The Building/Physical Properties trustee is one of three trustees authorized to enter events on the calendar. The TGC president and BOT Chair are also authorized to enter events on the calendar.

16. Monitor the ballroom storage closet to ensure that all tables and chairs are properly stored and ready for rentals.
17. Serve as chair of the Interior Design Committee and any other committee appointed by the BOT Chair.
18. Schedule garden center cleaning days for non-routine cleaning.

D. Secretary

1. Call roll at each BOT meeting and record members present to assure a quorum.
2. Maintain a notebook of all minutes, correspondence, and a listing of all documents over which the BOT has authority as required by standing rules, and the physical locations of those documents. The list of documents shall include the title to the property located at 507 North Calhoun Street, property insurance, bank accounts and certificates of deposits.
3. Take notes and record all actions of the Board that occur at the meeting.
4. Maintain the list of long and short range plans as part of the minutes of the meeting where these plans are developed.
5. Compile the minutes and e-mail them to the Chair for input. After input from the Chair, distribute minutes by e-mail to the BOT members prior to the next meeting, file minutes by month in a notebook and record electronically for the year.

6. Submit either an electronic or a hard copy of the minutes to the TGC historian annually.
7. Read the minutes at the next meeting, unless reading has been waived by majority vote of the board members present. Make any corrections or additions that are approved at the meeting and record them in the current minutes.
8. Attend to correspondence as directed by the BOT or by the BOT chair, including thank you notes for donations or services provided. If the donation is from an individual or business, include information about TGC's non-profit 501(c) (3) status. That information is not appropriate in a thank you for a donation from a Circle.
9. If the request for correspondence comes via e-mail, copy that e-mail and indicate when the note was written for file purposes. If the notification of a donation is not in written form, note for the file the purpose of the thank you and the date the note was written.
10. In the case of letters written to resolve issues that come before the board, place a copy of the letter in the file notebook.
11. Serve as a member of the Fundraising Committee and any other committee appointed by the BOT chair.

E. Treasurer

1. Receive from the outgoing treasurer all checkbooks, notebooks , "passwords" for access to on-line banking, QuickBooks records, Florida Department of Revenue sales tax filings and other documents attendant to the office by June 1 at the commencement of the term.
2. Sign all bank signature cards that are necessary to authorize check signing on all bank accounts listed in the treasurer's notebook by June 1. The fiscal year for the BOT commences on June 1 and ends on May 31 of each year.
3. Maintain a notebook listing all bank accounts and certificates of deposits and their locations, and any other treasurer related documents as required by standing rules.
4. Maintain an accurate accounting of all checking accounts, savings accounts, certificates of deposit, and any other accounts held by the BOT at any financial institution.
5. Remit sales tax for the BOT sales tax certificate on all rental sales to the Department of Revenue monthly. This is filed online on or just prior to the last day of the month.
6. File necessary paperwork to maintain tax exemption status with the Leon County Property Appraiser by March 1 of each year.
7. Furnish a form 1099 to all employees or general contractors of the TGC who have received compensation of more \$600 in the

calendar year and file with the Internal Revenue Service both a copy of the 1099 and a form 1096 by the last day of February of each year.

8. Provide all paid receipts, bank statements, deposit slips and contracts, together with a monthly summary of income, to the Certified Public Accountant employed by TGC by June 30 of each fiscal year for preparation of appropriate tax returns.
9. Apply for the City of Tallahassee Business Tax Certificate for the Gift Shop in August of each year. There is no fee involved. Make a copy of the certificate for the treasurer's notebook and give the original certificate to the Gift Shop.
10. Review all rental contracts for accuracy and deposit all rental checks.
11. Following a rental, consult with the Building/Physical Properties Trustee to determine the amount of security deposit to be returned to the renter. Make the check payable to the individual whose name appears on the check given for the security deposit and deliver within two weeks of the event.
12. If the security deposit is not returned in full, include a letter that has been approved by the BOT chair, notifying the renter of the reason for which the deposit was retained.
13. Receive all bills incurred by the BOT and remit payment upon approval of the BOT Chair. Maintain a file of all receipts and invoices.

14. Pay the RM's stipend on the first day of each month.
15. Notify the BOT chair when total rental exceeds \$20,000.00 for the purpose of compensating the RM the 10% bonus due pursuant to the terms of the RM's contract.
16. Prepare monthly financial reports for the BOT and Executive Board meetings. Email a copy to BOT members prior to the BOT meeting. Following the BOT meeting, email one copy of the approved report to the TGC president for inclusion in the Executive Board information disseminated to the Executive Board members prior to the Executive Board meeting and present the report at the monthly Executive Board meetings.
17. Serve as chair of the BOT Budget Committee, schedule and meet with the BOT Budget Committee prior to the end of the fiscal year to prepare the Operating Budget and Capital Improvements Budget for the next fiscal year and present the proposed budget to the BOT at the last BOT meeting of the fiscal year.
18. Present the approved BOT budgets to the TGC Executive Board at the first meeting of Executive Board following adoption of the budget by the BOT.

II. Standing Committees

A Membership

1. Budget – BOT Chair, BOT treasurer, TGC treasurer. The BOT treasurer shall serve as chair of this committee.

2. Long-range Planning – All BOT members. The BOT chair shall serve as chair of this committee
3. Design – BOT chair, Building/Physical Properties trustee, Licensed Interior Designer. The Building/Physical Properties trustee shall serve as chair of this committee.
4. Landscape – BOT chair, Grounds/Landscape trustee, master gardener. The Grounds/Landscape Trustee shall serve as the chair of this committee.
5. RM Search– BOT chair, Grounds/Landscape trustee, Building/Physical Properties trustee. The BOT chair shall serve as the chair of this committee.
6. Fund raising – BOT chair, BOT treasurer, and the BOT secretary. The BOT chair shall serve as the chair of this committee.

B. Responsibilities

1. Budget - Prepare all BOT budgets showing expected expenses and incomes for the coming fiscal year and for long-range planning.
2. Long and Short Range Planning – List, assess, and prioritize future projects, repairs, maintenance and replacements
3. Design – Guide all additions, removals, or changes to the interior to be in keeping with style, history, usage and long-term interests of the Tallahassee Garden Center.

4. Landscape – Guide all additions, removals, changes, upkeep and general maintenance of landscape in keeping with style, history, usage, and long-term best interest keeping in mind approved Florida-friendly gardening practice
5. RM Search – Advertise for, interview, and recommend candidate to the BOT to fill the position of RM.
6. Fund raising – Pursue lucrative and creative fund raising opportunities to increase income and increase public awareness of the Tallahassee Garden Center as a rental venue.

III. Long and Short Range Plans

- A. Long range plans - Long-range plans are those plans that the BOT determines will be necessary and beneficial to the continued maintenance of the Garden Center.
 1. The BOT will establish long range plans ranging from one year to five years forward or an indeterminate culmination date.
 2. The BOT will review and readjust the expectations of completion of long-range plans annually at the beginning of the fiscal year.
 3. The list of Long Range Plans will be maintained by the BOT secretary as part of the minutes of the meeting where the plans were presented.
- B. Short range plans - Short range plans are those plans that the BOT determines are of an immediate need and should be completed within the fiscal year.

1. The BOT will establish short-range plans at the beginning of the fiscal year.
2. The BOT will review short-range plans at the end of the fiscal year and determine the need for any unmet goals.
3. The list of Short Range Plans will be maintained by the BOT secretary as part of the minutes of the meeting where the plans were presented, as well as by the trustee under whose purview the particular project falls.

IV. Purpose and utilization of BOT funds - The BOT financial structure is divided between two budgetary entities, the operating budget and the capital improvement budget.

A. Operating budget

1. Income is derived from Garden Center rentals, TGC excess funds, proceeds from the Garden Shop sales, portions of BOT fundraisers as designated by the BOT, and Circle and individual donations.
2. Expenses paid from the operating budget include payment of ordinary day-to-day operational and maintenance activities.

B. Capital Improvement Budget

1. Income is derived from a portion of TGC membership dues, Circle donations designated for specific projects, and a portion

of the proceeds from BOT fundraisers as designated by the BOT.

2. Expenses paid from the capital improvement budget shall include a minimum of \$4,000 paid annually to the roof replacement reserve fund, specific donation and long-term improvement or renovation projects.

C. Accounts

1. Checking and Savings accounts located at a local financial institution, the specific account number of which is located in the BOT treasurer's notebook, used for all deposits and withdrawals.
2. Certificate of Deposit invested with a local financial institution and housed in the TGC/BOT safe deposit box, the specific account number and maturation date of which is located in the BOT treasurer's notebook, and held to meet the insurance deductible clause as required by the insurance carrier.

V. Garden Center maintenance

A. Repairs, renovation, general upkeep

1. Any proposed work that involves the interior of the Garden Center will be guided by the Design Committee.
2. Any proposed work that involves the grounds of the Garden Center will be guided by the Landscape Committee.

3. A list of preferred vendors will be maintained by the BOT chair and the appropriate trustee at large. However, the BOT is not bound by the list when a more economical vendor is found to render equivalent service for a lesser fee.
4. When maintenance is required, the appropriate vendor is contacted by the BOT Chair or by the appropriate trustee after having obtained approval from the BOT chair, unless a maintenance agreement is in place, in which case the trustee may contact the holder of the contract for services.

B. Funding

1. At budget preparation time the BOT will review the status of long and short-range plans including maintenance, repairs and replacements needed.
2. Routine maintenance and repairs are paid from the operating fund as defined at section IV(A)2 of the BOT standing rules.
3. Capital projects are paid for from the Capital Improvement Fund as defined at section IV(B)2 of the BOT standing rules.
4. If any maintenance, repair or replacement is estimated to exceed \$500 a minimum of three (3) bids will be sought. The BOT will determine if a bid will be awarded.
5. Reserve funds may be established in which to hold funds for long-range capital projects and may be established as directed by vote of the BOT.
 - a. Roof reserve fund

- b. Certificate of Deposit to meet insurance deductible
 - c. Kitchen renovation fund
- C. Independent contractors
- 1. Resident Manager (RM)
 - a. Open the Garden Center for members upon request, or, provide the key code.
 - b. Keep an updated calendar of all meetings and rentals at the Garden Center.
 - c. Execute rental contracts, collect the appropriate fees, and review the contracts for accuracy prior to submitting to BOT treasurer.
 - d. Remain present on property during the entire hours of each rental event; perform an inspection immediately following a rental event with the rental client's designated person; and report damage or infractions of the contract within 24 hours of the event to the Building/Properties trustee and BOT chair.
 - e. Notify the BOT chair, Building/Physical Properties trustee and Grounds/Landscape trustee upon scheduling a rental. Provide BOT treasurer with a copy of the executed contract, a copy of the check and the original check.
 - f. Answer the telephone or review voice mails daily, return calls, give answers and channel calls appropriately.

- g. Polish the silver annually; launder dishtowels, and table linens as needed.
- h. Comply with the terms of the contract of employment between the RM and the TGC.

2. Cleaning service

- a. Vacuum, dust mop and wet mop the public areas of the Center.
- b. Dust or Windex furniture, mirrors, windows of all doors.
- c. Clean all bathrooms.
- d. Replenish all restroom and kitchen supplies from the Garden Center supply closet.
- e. Empty all trash receptacles and place new bags in all.
- f. Wipe baseboards, chair rails, door casings, doors and mantels.
- g. Return all furniture to its proper location.
- h. Place “flower pot” trash receptacles in front of the dining room fireplace for rental use and return them to storage following rental.
- i. Wipe stove, kitchen counters, and refrigerator with disinfectant.

3. Lawn service

- a. Mow and edge all areas of property.
- b. Trim hedges and prune as needed.
- c. Spread pine straw when requested by Grounds/Landscape trustee.

- d. Apply fire ant insecticide as needed.
4. An up to date list of preferred service providers that have been approved by the BOT shall be kept in the BOT Chair's notebook as well as the notebook of the applicable trustee at large.

D. Safety

1. Keys and/or locks will be maintained by the BOT chair and Building/Physical Properties trustee in keeping with limited access for dependable security of members and RM. Any member may request access and members with key-holder status must sign the statement of responsibility.
2. Fire alarm system shall be kept up to date and all fire extinguishers scheduled by the Building/Physical Properties trustee.

VI. Garden Center rules

A. Members

1. Must not enter the Garden Center during rental events unless they are participants in that particular event.
2. May rent the Center and may qualify for a reduced rate pursuant to the Exceptions to Fees found at section (VI)(C)2 of the standing rules and must otherwise abide by the same rules and regulations as set forth in the rental agreement and attendant rules, unless otherwise approved by the Board of Trustees.

3. May reserve the Center for any TGC event by submitting the request to the RM, specifying the date, time, and areas to be used. The member must follow the same rules as set forth for Circle use.

B. Circles and TGC events

1. For any TGC activities that take place in the Garden Center, the BOT Chair or Building/Physical Properties trustee shall serve as adviser to that activity's committee.
2. There is no rental charge for Circle or TGC events.
3. The Circle chair or Event chair shall submit the request for the use of the Center to the RM, specifying the date, time, and areas to be used.
4. Contact the RM, BOT chair, or the BOT Building/Physical Properties trustee for the key code to obtain entrance to the Garden Center.
5. Set up and put away tables and chairs used for the meeting. Chairs must remain indoors at all times.
6. Clean and return all other items used to their proper place.
7. Tablecloths located in the sideboard and dishcloths may be used and placed in the laundry hamper for the RM to launder.
8. Sweep all floors and place all trash in the trash bags provided.
9. Place all bagged trash in the garbage cans in the green gazebo on the north side of the patio.
10. Use the kitchen only for warming and serving food

11. Turn off all appliances used before leaving and turn heat/ac to the pre-use temperature if it has been adjusted differently for the event.
12. No candle flames are allowed on mantels or tables next to walls.
13. Remove all food from the kitchen and refrigerator after the event.

C. Rental events

1. Fees

- a. All rental fees are set by the BOT and may be changed by majority vote of the BOT. An up to date fee schedule shall be maintained in the BOT Chair's notebook.
- b. A refundable security deposit/damage fee is required to book a reservation for each date reserved. This deposit/fee is in addition to the rental rate charges. If the renter changes the event date(s), an additional security deposit/damage fee will be imposed. If a replacement rental is secured for the original date, the first security/damage fee will be refunded. If multiple days are rented, each day requires a separate deposit and each refund is relevant to that particular date. Refunds are based on damages and adherence to rules.
- c. The total rental fee is due no later than 90 days prior to the event.

- d. Late rental fees will be assessed for payments received after the 90 day deadline as set forth in the contract and are payable either in cash or by certified, cashiers or bank check.
- e. Returned checks will be assessed \$50 plus bank fees.
- f. Additional hours may be requested prior to the event if there are no scheduling conflicts, and those hours will be scheduled at a charge of \$50 per hour payable in cash at the time the additional hours are requested.
- g. Any additional time over the prepaid, contracted hours will be assessed \$100 for the first hour and an additional \$100 at the beginning of each hour thereafter.
- h. If the event is contracted within 90 days of the event, all fees are due at the time the contract is signed. If the event is contracted within 14 days of the event, all fees are due at the signing and must be paid with a certified, cashier's or bank check, or cash.
- i. If canceled within six (6) months or 180 days prior to the event, the rental party will forfeit half of the security deposit; if canceled within 60 days of the event, the rental party will forfeit the security deposit and half (1/2) the total rental fee; if canceled within 30 days of the event, the rental party will forfeit all deposits and rental fees.

- j. Notification of cancelation must be in writing and directed to the RM. The postmark or email date shall serve as the confirmation date of notification by TGC and shall be used when applying any refunds.
- k. All or part of the security deposit/damage fee will be refunded within two weeks after the event according to any exceptions as stated above, i.e. rescheduling, damage to property, extended hours, contract/rule violations.

2. Exceptions to fees

- a. A TGC member who has been a member for at least 5 years is eligible for a 10% discount on the total rental fee, including chair and linen rentals. A statement from the TGC president, TGC treasurer or TGC historian confirming the years of membership must be attached to the contract at the time of signing. The contract shall be for an event hosted by the member; all deposits and fees shall be paid by the member and shall not be “in name only”.
- b. A TGC member who has been a member for at least 15 years is eligible for a 25% discount on the total rental fee, including chair and linen rentals. A statement from the TGC president, TGC treasurer or TGC historian confirming the years of membership must be attached to the contract at the time of signing. The contract shall

be for an event hosted by the member; all deposits and fees shall be paid by the member and shall not be “in name only”.

- c. A TGC member who has been a member for at least 25 years is eligible for a 50% discount on the total rental fee, including chair and linen rentals. A statement from the TGC president, TGC treasurer or TGC historian confirming the years of membership must be attached to the contract at the time of signing. The contract shall be for an event hosted by the member; all deposits and fees shall be paid by the member and shall not be “in name only”.
- d. A TGC member who is serving as or has served as a TGC officer or BOT trustee as defined by the TGC Bylaws, is eligible for a 75% discount on the total rental fee, including chair and linen rentals. A statement from the TGC president, TGC treasurer or TGC historian confirming the position held must be attached to the contract at the time of signing. The contract shall be for an event hosted by the member; all deposits and fees shall be paid by the member and shall not be “in name only”.
- e. The BOT chair may alter the terms of a contract if it is financially beneficial to securing the rental.

3. Rental regulations

- a. The TGC RM is the official contact for all rental requests and is authorized to execute rental contracts.
- b. The renter must be at least 21 years of age.
- c. Arrangements for advanced preparation of the Garden Center by the hostess, decorator, or caterer, etc., must be made with the RM.
- d. Rental time includes set up, event and clean up. Limitations, restrictions, or cancellations may be imposed at RM's discretion to protect the Garden Center, grounds, or individuals.
- e. House furniture and property (except Chiavari chairs and collapsible tables) may not be moved, but additional tables and chairs may be set up.
- f. Chiavari chairs must remain indoors at all times.
- g. All Garden Center tables and/or chairs used must be stacked neatly on the rolling racks and returned to the ballroom's closet after use.
- h. All Garden Center equipment used, except tablecloths and napkins, must be cleaned and put away in the proper places immediately after the event.
- i. Tablecloths and napkins should be collected and placed in the laundry hamper in front of the RM's door for laundering.

- j. Moving any furniture or furnishings, except dining room chairs, will result in the loss of security deposit.
- k. Materials and furniture provided by rental companies must be removed the first business day following the event at a time pre-arranged with the RM.
- l. All materials and supplies provided by caterers and florists must be removed on the day of the event. A charge of \$50 will be deducted from the security/damage fee for each day items remain at the Garden Center.
- m. Protective pads are provided and must be used on the dining room table. Saucers, plates and/or napkins must be used when serving food.
- n. The Garden Center kitchen is not licensed by the Florida Health Department for catering. The microwave and stove are to be used for warming only. Frying, grilling and/or cooking are allowed only in the rear parking area.
- o. Rules for the prevention of fire will be strictly enforced.
- p. Lighted candles are strictly prohibited on all mantels and tables against the walls.
- q. Smoking is prohibited indoors.
- r. No fires are permitted in the fireplaces.
- s. Fire extinguishers are located in the kitchen, on the stage and at the top of the stairs.

- t. Cigarette butts outdoors must be properly disposed of in containers provided.
- u. If alcoholic beverages are served, a bartender must be provided by the renter; the bartender must assure that minors are not served alcoholic beverages (by ID checks, if necessary); consumption levels are not excessive; alcohol consumption is limited to the property.
- v. Bars and other drink dispensers (fountains, punch bowls, etc.) may not be set up in the parlor.
- w. Floors must be protected from melting ice and spills.
- x. No nails, staples, pushpins, tape or any type of adhesives are to be used on woodwork, walls (interior or exterior), ceiling, mantels or any part of the Garden Center.
- y. No rice, birdseed, or sparklers (fireworks) are allowed.
- z. Outside litter caused by the event is to be collected and placed in trash receptacles. If trash is left on the grounds, a labor charge for clean up will be assessed and deducted from the deposit/security fee.
- aa. The rental party is responsible for placing all trash and garbage in the outside garbage cans located in the green arbor beside the patio. Large plastic trash bags are provided for this purpose.
- bb. All children attending the event must be closely supervised at all times. No pets are allowed at any time.

- cc. All events must conclude early enough that clean up can be completed by 11:30pm.
- dd. The renter or his/her representative designated in the contract must remain at the Garden Center until all guests have departed. At that time the renter or the designate will perform a final walk through with the RM and sign out with the RM. Failure to complete these final steps may cause forfeiture of the security deposit.

VII. Email voting – The BOT will follow FFGC guidelines for use of email voting.

Adopted by BOT 8/12/13

Published to TGC Executive Board 9/09/13

Amended April 8, 2015