

**BY- LAWS OF
THE ZIA RIFLE AND PISTOL CLUB OF NEW MEXICO
AS REVISED
February 01, 2012**

ARTICLE I – NAME AND LOCATION

Section 1. The name of this Club shall be the Zia Rifle and Pistol Club of New Mexico and all references hereinafter to the Club in These By – laws shall mean the Zia Rifle and Pistol Club of New Mexico, Incorporated.

Section 2. The location of the Club shall remain in or in the vicinity of Albuquerque, New Mexico. The business address of the Club at the time of adoption of these By-laws is Box 91838 Albuquerque, New Mexico 87199. In as much as the Club does not have a permanent clubhouse the business address may be changed from time to time with approval from the Board of Directors, (BOD), to a more convenient location. All members and appropriate correspondents shall be notified of such a change.

ARTICLE II – INCORPORATION

The Club shall be constituted and shall conduct its affairs as a non – profit corporation and shall comply with all laws and regulations promulgated by the New Mexico State Corporation Commission as may pertain to non-profit organizations.

ARTICLE III – OBJECTIVES

The objectives of this club shall be to:

- (a) Provide and maintain a small-arms firing range for the use of all members and others as hereinafter authorized.
- (b) Promote and enhance the use of small-arms as a sport related to hunting, competitive shooting, and recreation.
- (c) Promote and enhance the use of small-arms in a legal, ethical and safe manner.

ARTICLE IV – MEMBERSHIP

Section 1. Eligibility

- (a) Any person, legally in the United States, who is also a member of the National Rifle Association of America and while he or she remains of good repute, shall be eligible to be a member of the Club.
- (b) No individual who is a member of any organization or group having as its purpose or one of its purposes the overthrow by force and violence of the Government of the United States or any of its political subdivisions shall be eligible for membership.
- (c) Eligibility requirements shall not in any manner be bases on a person's race, color, religion, sex or national origin, and no such discriminatory records shall be maintained by this club.

Section 2. Individual Members shall be:

- (a) Charter Members: All persons who were members of this Club upon its initial organization on the eighth day of May, 1959 are Charter Members and shall have all the Privileges of Regular or Senior Membership and no dues or fees shall be paid by them.
- (b) Regular Member: A person, who meets the eligibility requirements above, is eighteen years of age or more and is under 65 years of age and pays such annual dues as may be determined by the Club.

- 1 (c) Senior Members: A person who meets the eligibility requirements above, is of the age of
2 65 years old or above, and pays such annual dues as may be determined by the Club.
3 All members paying a senior membership fee for the period April 1, 2004 to March 31,
4 2005 will continue to pay the senior membership rate provided they remain a member in
5 good standing.
- 6 (d) Associate Member: A person eighteen years of age and over who is a dependent or
7 spouse of any Charter, Regular or Senior Member of the Club and meets the eligibility
8 requirements above, and pays such annual dues as may be determined by the Club. An
9 associate member need not be an NRA member.
- 10 (e) Junior Member: A person may be a Junior Member until that person reaches his or her
11 twenty-first birthday. The member must meet the eligibility requirements above and pay
12 annually such dues as may be determined by the Board of Directors. If desired, a Junior
13 Member may pay fees and have full regular membership but still compete as a junior. A
14 Junior Member need not be a dependent of a Club Member. Junior Members will not be
15 issued a range key.
- 16 (f) Honorary Member: An Honorary Member may be admitted without payment of dues or
17 fees upon the approval of the BOD at one of its regular meetings, provided however, that
18 he/she meets the eligibility requirements above. An Honorary Member may become a
19 Regular or Senior member if qualified therefor and upon payment of the appropriate
20 dues.

21 **Section 3. Dues:**

- 22 (a) The Club membership year is from April 1st of one year to March 31st of the subsequent
23 year. All Memberships, except Charter, expire on March 31st. A new member applying
24 for membership on or after October 1st will be charged one-half the annual membership
25 fee. To be eligible for the six month membership the new member must have never
26 previously been a member of the Club.
- 27 (b) The dues of Members shall be fixed by the BOD for the subsequent membership year at
28 the regular January meeting. These dues will be identified in the dues schedule sheet
29 for that year and, upon payment, will cover membership privileges from April 1st of that
30 calendar year to March 31st of the subsequent calendar year.
- 31 (c) Associate Members must re-apply at the time the Charter, Regular or Senior Members
32 of the club do. They must also pay the appropriate dues that are set in the dues
33 schedule
- 34 (d) Honorary Membership. For which no dues ore fees are payable, will be continues only at
35 the discretion of the BOD.
- 36 (e) Annually the BOD may approve the use of a work/service bond under which members
37 may receive credit for a portion of dues as a result of work or service for the Club and its
38 facilities.
- 39 (f) All dues shall be paid by personal check, cashiers check or money order.
- 40 (g) Renewal forms postmarked after May 1st will be assessed a \$35 late fee which must
41 accompany the normal renewal fee.
42

43 **Section 4. Admission to Membership:**

- 44 (a) Normally all applicants for membership who meet the eligibility requirements of Section 1
45 above and upon payment of dues and fees will be admitted to membership.

- 1 (b) Any applicant for membership may be refused admission by the BOD for any reason
2 deemed by it to be sufficient. Each applicant has a right to appeal in writing to the BOD.
3 Reversal of denial requires a two-thirds vote of the BOD.

4 Section 5. Right, Privileges and Responsibilities of Members:

5 (a) Charter, Regular and Senior Members:

- 6 (1) Have the right to be elected to and hold any office in the Club as defined in these By-
7 laws.
- 8 (2) Have the right to one vote, in person, at the Annual Meeting and special meetings on
9 such matters as are proper for consideration at these meetings. The right to vote in
10 person or by written ballot in the election of Club officers and directors if such ballots
11 are required for the election.
- 12 (3) Have the right to petition the Board of Directors in writing.
- 13 (4) Will be issued a card as evidence of membership.
- 14 (5) Will be issued a key to the Club range gate. The key issued will be used only by the
15 member to whom it is issued or by the Associate Members as defined in Section 2 (d)
16 above.
- 17 (6) Will receive the Club Newsletter published at such intervals of time as the Club may
18 determine.
- 19 (7) Have the right to use the Club range facilities within the scope of the Club range safety
20 regulations and rules of conduct.
- 21 (8) Are responsible for knowing the contents of the Range Safety Regulations and
22 Rules of Conduct and complying therewith.
- 23 (9) Have the right to enter and compete in any and all competitive events sponsored by the
24 Club, except junior events, upon compliance with the event program.
- 25 (10) Have any other rights or privileges as established by the BOD.
- 26 (11) Shall have the right to bring two (2) non-members at a time to the range.

27 (b) Associate Members:

- 28 (1) Associate members shall have the right to be duly appointed or elected to the BOD as a
29 Member at Large or Activity Chairperson, in such cases they will have BOD
30 participation and voting rights appropriate to their office.
- 31 (2) Associate members not holding BOD office as in (b) (1) above, may attend Club
32 meetings, but will have neither voice nor vote in the proceedings.
- 33 (3) Will be issued a card as evidence of membership.
- 34 (4) Will be issued a key to the Club Range gate. The key issued will be used only by the
35 associate member to whom it is issued or by the principal Club member (Charter,
36 Regular or Senior Member).
- 37 (5) Have the right to use the Club range facilities within the scope of the Club Range Safety
38 Regulations and Rules of Conduct. Have the right to enter and compete in any an all
39 competitive events sponsored by the Club, except junior events, upon compliance with
40 the event program.
- 41 (6) Are responsible for knowing the contents of the Range Safety Regulations and Rules of
42 Conduct and complying therewith.
- 43 (7) Have any other rights and privileges as established by the BOD.

1 (c) Junior Members.

- 2 (1) A Junior Member becomes a member of the Zia Junior Rifle Club which is sponsored
3 by this club.
- 4 (2) A Junior Member has the right and is encouraged to participate in the Junior Club
5 program wherein he or she will receive instruction in the NRA Junior Marksmanship
6 Program under the direction and supervision of a Regular or Senior member of this
7 Club, free o additional charges except for the cost of ammunition and wards.
8 Additional information, not a part of these By-laws, can be obtained from any Club
9 Officer.
- 10 (3) Will be issued a card as evidence of Junior Membership, but will not be issued a key
11 to the Club Range gate.
- 12 (4) A Junior Member has the right to use the Club Range facilities within the scope of the
13 Club Range Safety Regulations and Rules of Conduct, and in consonance with State
14 Laws; however, he or she must be under the immediate supervision of a Charter,
15 Regular, Senior, or Associate Member who is thoroughly familiar with the Range
16 Regulations and Rules.
- 17 (5) A Junior Member has the right to enter and compete in any and all competitive events
18 sponsored by this Club, provided he or she is deemed qualified by the Club and
19 permission is given in writing by a parent or guardian, and upon compliance with the
20 event program.
- 21 (6) A Junior Member may attend the meeting of this Club but has neither voice nor vote in
22 its business affairs, but does have a vote in the Zia Junior Rifle Club.
- 23 (7) Junior Members have any other rights or privileges as established by the BOD.

24
25 (d) Honorary Members:

26 An Honorary Member has all the rights, privileges, and responsibilities of a Regular
27 Member except the right to hold office and to vote in the business affairs of the Club.

28
29 (e) Property Rights of Members:

30 The property rights and assets of this Club are vested in the members entitled to vote at
31 the Annual Meeting of the Club. Property shall not accrue to any member or Officer.

32
33 Section 6. Termination of Membership

- 34 (a) Any member may terminate his or her membership at any time by resignation in writing
35 to the Club secretary and such a member will not be entitled to any refund of dues
36 already paid.
- 37 (b) Any member in default in payment of dues may be suspended from the privileges of
38 membership and any member in arrears for sixty days shall be dropped from the rolls
39 and membership shall be terminated.
- 40 (c) Any individual member may be suspended or expelled for conduct contrary to, or in
41 violation of, the By-laws of the Club, or the Club Range Safety Regulations and Rules of
42 Conduct, or who has obtained membership in the Club by false or misleading
43 statements, or other reason deemed sufficient by the Club. Such suspension or
44 expulsion will require a vote of three-fourths of the BOD members present at a regularly
45 constituted meeting of the BOD, provided ten days notice in writing to subject member
46 stating the proposed action and the reason therefor shall have first been given by the
47 Club. The member will be allowed to present evidenced on his/her behalf prior to the
48 vote. There will be no compensation of dues for members experiencing expulsion or
49 suspension.
- 50 (d) Membership is not transferable and shall cease upon the death of the member.

- 1 (e) Upon termination of membership, all dues paid shall be forfeited and such terminated
2 member shall have no property right or other interest in the property of the Club. He or
3 she must also return his or her Zia Club card and Club range key to the club secretary,
4 who will then remove this person from the roster.

5 Section 7. Members Holding Office

6 The holding of any office and membership on any committee shall be limited to Charter,
7 Regular, (or) Senior, or Associate Members in good standing in the Club, and with at least a
8 year's tenure as a Member at the time the person takes office. A member with less than one
9 year tenure may, with BOD approval, be appointed as an acting officer or committee person
10 without voting rights or fund expenditure authority if the office has not been filled by a regular
11 or Senior Member at the annual election or the office becomes vacant during the year.

12 Section 8. Privacy of Members:

13 The privacy of Members shall be respected. Any requests or solicitations from commercial
14 enterprises, political parties, or other organizations for the list or roster of the Membership of
15 the Club for their own purposes shall be denied, and no Officer or other Member of the Club
16 shall knowingly make such a distribution.

17 **ARTICLE V – ORGANIZATION AND MEETINGS**

18 Section 1. Board of Directors (BOD)

- 19 (a) There shall be a BOD consisting of the elected President, First Vice-President, Second
20 Vice-President, Secretary, Treasurer, five Members at Large to be elected from the
21 general membership, and the Chairperson of each Activity Committee.
- 22 (b) The Activity Chairpersons will be nominated by the participants of that activity. The
23 Chairperson will be placed on the ballot for the annual election along with the officers
24 and members at large and all will be voted on by the same process.
- 25 (c) New Activities that form during the year or vacancies that occur during the year will have
26 a chairperson nominated by the activity participants and elected by the BOD. This
27 person will have an equal vote with the other BOD members.
- 28 (d) A person may not serve in more than one capacity on the BOD. That is, a chairperson
29 or officer is not eligible to be a member at large and a member at large may not serve on
30 BOD as a chairperson or officer.
- 31 (e) A quorum is based on the total number of officers, members at large, and chairpersons.
32 All of the above are full BOD members and each person has one vote.
- 33 (f) The Chairperson of the BOD shall be the elected Club President and in his/her absence
34 the elected Vice-presidents in descending order. In the absence of the above mentioned
35 Officers, temporary Chairperson shall pass to the Secretary and the Treasurer, in that
36 order, except that an acting officer may not chair the BOD.
- 37 (g) The BOD shall meet once in each calendar month at such time and place as the Club
38 President, and in his absence the designated successor, my decide. Prior to notification
39 of such meeting shall be published in the Club Newsletter.
- 40 (h) Emergency meetings my be called at any given time by the Club President, or Vice-
41 President acting for the President, or on demand in writing to the Secretary, by a
42 majority of the Members of the BOD
- 43 (i) The BOD shall conduct the affairs of the Club consistent with these By-Laws and in a
44 manner which in their opinion serves the best interests of the Club.

- 1 (j) Each member of the BOD shall have one vote in the Board's decisions, except the BOD
2 Chairperson who may vote only to break a tie vote. No acting officer may vote in BOD
3 decisions until two years tenure as a member has been attained.
- 4 (k) The BOD Meeting shall be open to all Club Members, including Associate Members,
5 Honorary Members., Junior Members, and visitors, and any Member present may be
6 given the floor and be heard at the discretion of the Chairperson, but only the Members
7 of the duly constituted BOD shall have a vote in the proceedings.
- 8 (l) Quorum: At least fifty percent (50%) of the duly elected BOD must be present to
9 conduct any business at any Meeting of the BOD.
- 10 (m) At least two officers must be part of this quorum
- 11 (n) At least two directors at large must be part of this quorum.
- 12 (o) Any BOD Member may be removed by a two-thirds vote of all the elected Members of
13 the Board or by action of a Special Meeting called for that purpose.
- 14 (p) Rules of Order: "Roberts Rules of Order" shall provide a guide in any deliberations of all
15 formal meetings. Exceptions may be made by a majority vote of the Members of the
16 BOD present at the Meeting.
- 17 (q) If an elected officer, activity chairperson or member at large misses four consecutive
18 monthly BOD meetings that person is automatically removed from office. The vacancy
19 should then be filled according to the policy described in ARTICLE V – Organization and
20 Meetings, SECTION 4. Vacancies, of the By Laws.
- 21 (r) An Activity Chairperson may designate another Zia member to serve as his/her proxy in
22 his/her absence from a Board meeting. A written letter or e-mail designating the person
23 to serve as his/her proxy will be provided to the Club Secretary by the Activity
24 Chairperson prior to the Board meeting. A person designated as a proxy will be qualified
25 to hold office per Article IV, Section 7 of these By-laws.

26 Section 2. Club Officers

- 27 (a) The officers of this Club shall consist of a Club President, a 1st Vice-President, and 2nd
28 Vice President, a Secretary, and a Treasurer. The Secretary and Treasurer positions
29 may be combined into one position at the discretion of the BOD Members.
- 30 (b) All shall be elected for a term of one year (April 1st to March 31st) and all may succeed
31 themselves in term of office for any number of years at the discretion of the Club
32 Members at the Annual Election. All will serve without pay or other remuneration.
- 33 (c) The duties of the Club Officers shall be those common to Officers of like organizations
34 and as may be assigned by the Club President.
- 35 (d) The Club Officers are authorized to conduct the routine business affairs of the Club, sign
36 the necessary documents and papers involving the Club as a whole, handle routine
37 financial matters, and make such discretionary decisions within the scope of their duties
38 and these By-lays or as directed by the BOD.
- 39 (e) The Club President is authorized to obligate Club funds not to exceed \$200.00 (two
40 hundred dollars) per month for the purpose of maintaining existing and established
41 Range facilities in a reasonable state of repair as such needs arise without further
42 approval by the BOD. Expenses over \$200.00 (two hundred dollars) must have BOD
43 approval.
- 44 (f) The president in not authorized to obligate funds for major innovation and improvements
45 or the construction of facilities not previously approved without referring such matters to
46 the BOD for approval.

1 Section 3. Members at Large

- 2 (a) Members at Large are elected to be the representative of the General Membership (GM),
3 and to serve as a voice for those Members specifically for their direct contact and
4 support.

5
6 Section 4. Activity Committees

7 (a) The Club shall be so organized that each major activity within the Club shall be
8 supervised by an Activity Chairperson who is responsible to the BOD. The BOD will
9 approve Activities. Activities may change from time to time so the club newsletter will
10 reflect the current list of committees.

11 (b) The Activity Chairperson shall be selected annually through the regular election of
12 officers process. He/she shall serve without pay or remuneration. An Activity may be
13 established within the Club when interested members organize an Activity program,
14 nominate an Activity Chairperson and present their program to the BOD for approval and
15 election of the Activity Chairperson by simple majority vote.

16 (c) A recognized Activity will exist so long as members actively participate in it. The
17 acceptance of the duties and responsibilities of an Activity Chairperson is strictly
18 voluntary. Should members of a particular activity be unable to find a person willing to
19 assume those duties and responsibilities that Activity will cease to exist as a Club
20 function.

21 (d) The BOD shall nominate the Junior Activity Chairperson on the annual election of BOD
22 ballot.

23 (e) Duties: The duties of the Activity Chairperson, in addition to being a member of the
24 BOD, shall be generally as follows, as may be appropriate:

25 (1) Act as "Club Leader" in their respective activities.

26 (2) Arrange for and schedule competitive events, coordinating such events with other
27 Activity Chairpersons and the Club President to avoid conflicts of times,

28 (3) Perform or cause to be performed minor maintenance work on that portion of the
29 overall Club Range facility in which he/she has primary interest,

30 (4) Bring to the attention of the Club President or the BOD such maintenance,
31 operational, or safety problems over which he/she has no control,

32 (5) Act as an informal "advisor" to less experienced members who wish to learn more in
33 the field of shooting sports,

34 (6) Specifically assure himself and the Club that his activity proceeds in a safe and
35 business like manner,

36 (7) Collect the range fee set by the BOD for people who are participating in their events
37 who are not club members,

38 (8) Be responsible for fund management, funds accountability to the Treasurer, control of
39 property applicable to the Activity, and representation for the activity to the BOD.
40 He/she will report fund status monthly to the Treasurer.

41 (c) Ad Hoc Committees: The club President or the BOD, by vote, may appoint temporary
42 [ad hoc] committees to deal with specific designated issues. Such committees will
43 present a status report to the BOD on a monthly basis. Members and Chairperson of ad
44 hoc committees have no voting authority other than what individuals may have as
45 Directors. And ad hoc committee may be terminated at any time by the BOD.

1 (d) The AD HOC Committee Chairperson shall serve without pay or other remuneration.

2 (e) An ad hoc Committee Chairperson may be relieved of his/her duties at any time by a
3 majority action of the BOD.

4 Section 5. Vacancies

5 In the event of a vacancy in any elected office or directorship other than Club President, the
6 BOD shall elect a qualified Member to serve for the remainder of the term. In the event of a
7 vacancy in the office of the Club President, the 1st Vice-President shall automatically succeed
8 to the office of President, and the office of the 2nd Vice-President shall be filled as prescribed
9 herein.

10 Section 6. Annual Meetings

11 (a) The club shall hold an annual meeting in the month of January for the purpose of

12 (1) Electing officers and other members of the BOD

13 (2) Revising dues schedules

14 (3) Revising the by-laws.

15 (b) Notice of such a meeting shall be published at least twice in consecutive issues of the
16 club newsletter immediately prior to the meeting.

17 (c) Quorum: A quorum for the transaction of business other than elections at the annual
18 meeting shall be no less than ten percent (10%) of the total membership eligible to vote
19 at the time of the meeting.

20 (d) In the event there is no quorum (i.e., less than 10% of the voting membership is present)
21 at this meeting, the following actions will proceed in succession:

22 (1) Dues will be set at the January meeting by the BOD.

23 (2) Normal monthly business, may proceed as though this were a monthly meeting of the
24 BOD.

25 (3) By-laws changes will be submitted to the entire membership by written ballot in the
26 next newsletter.

27 (4) Ten (10%) of the voting membership (regular and senior) must vote on the changes for
28 them to go into effect.

29 (e) Election of Officers and Board Members:

30 (1) In August the Club President, with BOD approval, will appoint a five member
31 nominating committee. This committee will provide nominees who agree to serve as
32 club officers, members at large, and activity chairpersons to the BOD at the September
33 meeting. The nominees for activity chairpersons must be solicited from the activity
34 participants by the nominating committee. Nominated person shall be identified in the
35 October newsletter.

36 (2) A call shall be made for nominations by petition or from the floor at the October
37 meeting. Nominations shall be closed at the adjournment of the October meeting.
38 The full slate of officers will be published in the November newsletter.

39 (3) An absentee ballot may be requested by any voting member. Request forms will be
40 provided in the November and December newsletters. Such ballots are due to the
41 club secretary prior to the January meeting. Any ballots received after completion of
42 the election will be void.

43 (4) Absentee ballots will be counted at the annual meeting and will count toward the
44 required quorum for the purpose of elections only. Example: If 60 members are

1 required for a quorum and there are 55 members present and 10 absentee ballots are
2 to be counted, the quorum requirements for ELECTIONS ONLY have been met. This
3 quorum cannot transact any other business. Absentee ballots must be documented in
4 such a way that double voting cannot occur.

5 (5) In the event no quorum is achieved at the annual meeting in January, printed ballots
6 will be mailed to the membership in the February newsletter and the ballots returned shall
7 be tallied at the March meeting of the BOD. A simple majority shall constitute authority for
8 Board members to assume office on April 1st.

9 Section 7. Special Meetings

10 (a) A special meeting of the club may be held at any time upon call of the Club President
11 or upon demand, in writing, stating the objective of the proposed meeting and signed by
12 at least ten percent (10%) of the eligible voting members of the club. Notice of the time,
13 place, and objective of the meeting shall be sent by the Club Secretary in the newsletter
14 and on the web site to all members entitled to vote not(e) less than ten days prior to the
15 holding of the meeting. The time and place of the meeting shall be determined by the
16 Club President.

17 (b) The agenda for the special meeting shall be limited to the published objective. The
18 objective of the meeting shall not violate the intent or objectives of these By-laws.

19 (c) A quorum for the transaction of business at the special meeting shall be ten percent
20 (10%) of all eligible voters.

21 (d) In the event a quorum is not reached, no business can be transacted.

22 **ARTICLE VI - CLUB FUNDS**

23 Section 1. Custodians

24 (a) The club Treasurer shall be the primary custodian of the club funds. The Treasurer shall
25 maintain accounts in federally insured financial institutions in such a manner that the
26 funds of the Club shall be available either to him/herself or one other Club Officer, to be
27 appointed by the BOD as secondary custodian.

28 (b) In the event of the death, sudden illness, or other unforeseen reason that would prevent
29 the Treasurer from maintaining the financial integrity of the Club, the secondary
30 custodian named above shall, by BOD direction assume the Treasurer's duties until
31 such time as the Treasurer can reassume his/her duties or a new treasurer is appointed
32 or elected.

33 (c) The BOD will appoint from the BOD three (3) people to be cosigners on the checking
34 and savings account. BOD members that are related by family ties or marriage may not
35 be cosigners.

36 (d) The Treasurer will require written receipts for payment of bills. Any check written for
37 over \$200.00 (two hundred dollars) must have BOD approval and require two co-
38 signatories with the exception of the following: The range lease, insurance, printing and
39 National Rifle Association (NRA) membership fees. The Treasurer can sign checks up
40 to \$200.00 and must maintain all receipts to document expenditures.

41 Section 2. Depositories

42 (a) The Treasurer shall maintain, at a minimum, two financial accounts. All accounts
43 maintained by the club must be in a federally insured financial institution. The two
44 required accounts are as follows:

45 (1) A checking account in a federally insured financial institution as approved by the
46 BOD. This account is for the purpose of transacting the normal financial business of

1 the Club such as the paying of bills and invoices, and other obligation; and for the
2 deposit of funds collected from dues, sales, match entry fees and other
3 miscellaneous sources.

4 (2) A savings account in a federally insured financial institution as approved by the
5 BOD. This account may be in passbook form or certificate of deposit, or a
6 combination of both as shall be determined by the BOD and shall consist of funds
7 over and above the requirements of the checking account. Certificates of deposit
8 will require two (2) signatures.

9 (3) The Treasurer will establish an interest-bearing bank account for the purpose of
10 creating a 'Range Closure Trust Fund.' Deposits to the Range Closure Trust Fund
11 will comply with the Business Lease negotiated with the New Mexico State Land
12 Office. The BOD is authorized to deposit additional funds into the Range Closure
13 Trust Fund at its discretion. Funds cannot be withdrawn from the Range Closure
14 Trust Fund without prior written approval from the New Mexico State Land Office.
15 All principal and interest earned by the Range Closure Trust Fund are solely for the
16 purpose of removing lead from the Zia Range and reclaiming the land.

17 (4) The Board of Directors must review all account statements from the financial
18 institutions at regular intervals of time and, at a minimum, at least once in each
19 quarter of the calendar year, to determine the minimum needs of the checking
20 account and obtaining the highest obtainable interest from the savings account
21 without jeopardizing the financial integrity of the Club.

22 Section 3. Financial Journal

23 The Treasurer shall maintain a journal in such form that upon call he/she can brief the BOD
24 on finances in the various areas with the Club where funds are generated and expended.
25 The format of the journal shall not be fixed but may vary in accordance with the wishes of the
26 BOD. The BOD should approve the format of the journal on an annual basis as part of
27 regular monthly business. Committee Chairpersons will maintain records or journals in
28 sufficient detail to support such briefings.

29 Section 4. Financial Reports

30 The Treasurer shall present a standardized monthly financial report to the Club membership
31 at the monthly BOD meeting. The format and contents of the report must be approved by the
32 BOD on an annual basis as part of normal monthly business.

33 Section 5. Annual Audits

34 (a) Financial Audit. A complete audit of all financial records shall be done annually by an
35 audit committee appointed by the BOD. This committee may not include the Treasurer
36 but must include at least two officers of the club. The audit committee shall be
37 appointed at the January meeting and a formal audit report must be presented to the
38 BOD at the February meeting. External audit support may be used if the BOD so
39 desires.

40 (b) Property Inventory/Audit. An inventory of all club property may be required annually by
41 the BOD. At a minimum, an inventory of activity property must be done when there is a
42 change of activity chairpersons.

43 ARTICLE VII - AFFILIATIONS AND SUPPORT OF OTHER ORGANIZATIONS

44 Section 1. The Club shall maintain its affiliations and enrollments with:

45 (a) The New Mexico Shooting Sports Association

46 (b) The Director of Civilian Marksmanship: Unites States Army; Department of Defense.

1 (c) The National Rifle Association

2 Section 2. The Club shall maintain its enrollment with the Office of Civilian Marksmanship, U.S.
3 Army.

4 Section 3. The Club will support units of the Department of Defense, New Mexico National
5 Guard, Police Departments, Sheriffs Offices, New Mexico Hunter Safety Program, and Rifle and
6 Pistol team for other clubs or organizations whose objectives are consistent with these By-laws
7 by making the Club range available to them for organized training or competitive purposes at
8 such times and conditions as can be mutually arranged by the Board of Directors. These units,
9 organizations or clubs shall be guests of this Club while at the range and no charges or fees
10 shall be levied. ONE CLUB MEMBER MUST BE PRESENT AT ALL EVENTS.

11 ARTICLE VIII - CLUB RANGE

12 Section 1. Use of Range

13 (a) All adult members and their accompanied guests are authorized to come and go at will.
14 Individual adult members are authorized up to two guests who must remain under the
15 immediate supervision of the member at the times while on range property. For the
16 purpose of approved matches, the Match Director may host any and all guest
17 participants. Members are responsible for the conduct of individual guests.

18 (b) Junior members must be under the immediate supervision of an adult member while on
19 Range property except when proceeding to or from a Junior Club meeting if otherwise
20 authorized (i.e., drivers license).

21 (c) The programs and time schedules of all matches, tournaments and other organized
22 events at the Club Range shall be submitted by the appropriate Activity Chairperson to
23 the Club President for review and approval. Prior coordination shall be made with other
24 Activity Chairpersons to avoid conflicts.

25 (d) All requests for the use of the Range by other organizations shall be approved by the
26 BOD. AT LEAST ONE CLUB MEMBER MUST BE PRESENT AT ALL EVENTS.

27 (e) SAFETY REGULATIONS MUST BE COMPLIED WITH AT ALL TIMES.

28 Section 2. Competitive Events - Formal

29 (a) All competitions, matches and tournaments sponsored by this club and endorsed
30 (approved or registered) by the National Rifle Association or other appropriate nationally
31 recognized organization (e.g., National Bench Rest Shooters Association, National
32 Muzzle Loading Rifle Association, et al) Shall be governed by the then current rules and
33 regulations established by the appropriate national organization.

34 (b) These matches or tournaments will take precedence over other shooting activities at the
35 Range and for safety reasons certain ranges will necessarily be closed during the hours
36 of the match or tournaments. Every effort will be made to publish range closures in the
37 Club Newsletter and on the web site prior to such a match or tournament. The Range
38 Officer in charge of the match shall have the authority to halt firing on any adjacent
39 ranges which he deems unsafe to the competitors or other shooters.

40 (c) Competitors must be members of this Club or guests of members to enter these
41 matches. All must comply with the provisions of the match programs.

42 (d) The Club Secretary shall be the office of record for these matches and, upon completion,
43 matters of interest shall be submitted to him for future reference (Minimum: Match
44 Program and Final Bulletin).

45 Section 3. Competitive Events - Informal

- 1 (a) Club members are authorized and encouraged to stage informal competitions. Rules for
2 such a match may or may not be formal, so long as these rules COMPLY WITH CLUB
3 SAFETY RULES and are approved by the Activity Chairperson in charge of the range.
- 4 (b) Informal matches which may interfere with another scheduled event or with other
5 members waiting to use that or an adjacent range, must be coordinated with the Activity
6 Chairperson in charge of the range desired, who in turn shall notify the Club President
7 for a decision as to whether the range should be reserved for the match, adjacent
8 ranges closed, and a publication in the Newsletter and the web site made.
- 9 (c) Informal matches must have a Range Officer in charge who will have the authority
10 outlined in an appropriate nationally recognized association's rule book and as noted
11 above for formal matches. Rule books may be obtained through the Activity
12 Chairperson of the Club Secretary at cost.
- 13 (d) If Club targets are desired and awards to be made, a fee must be charged to entrants to
14 defray the cost of targets and awards. Competition type Club targets are available only
15 for preplanned matches and specified practice sessions.
- 16 (e) These matches may be either "for member only" or for members and guests of
17 members.
- 18 (f) Making a Club record of these matches as a Section 2 (d) above is optional with the
19 Activity Chairperson.

20 Section 4. Practice for Coming Matches.

- 21 (a) Individual members and small groups of members are encouraged to practice for coming
22 matches but no particular priority in range use can be afforded them unless the practice
23 session is preplanned, coordinated with the Activity Chairpersons in charge of the
24 ranges which may be affected, and the Club President.
- 25 (b) Activity Chairpersons have the authority to issue competition type Club targets to these
26 shooters at no cost so long as they are satisfied that the shooter has every intention of
27 entering the coming matches in which an entry fee is charged to defray costs.
- 28 (c) Practice sessions are restricted to members only and their guests unless otherwise
29 specifically authorized by the BOD.

30 Section 5. Liability Insurance

- 31 (a) The Club shall maintain appropriate liability insurance as determined by the BOD.
- 32 (b) The extent of liability of the officers and directors of this corporation, under either
33 contract, tort, or otherwise, shall be limited to the assets of the Corporation. To the
34 extent authorized under State Law, the Corporation shall indemnify and hold the officers
35 and Directors harmless from liability incurred within the scope of their duties.

36 **ARTICLE IX - MERGERS**

37 Any merger of this club with any other club or organization shall require the written and signed
38 approval, on ballots to be prepared by the BOD, by no less than sixty percent of all Club
39 Members eligible to vote.

40 **ARTICLE X - DISBANDMENT OR DISSOLUTION**

41 In the event this Club is disbanded or dissolved all assets and debts of the Club shall
42 be liquidated in accordance with Section 53-15-2 NMSA 1978. Title to any surplus
43 shall be vested in the National Rifle Association or America Foundation [USC 26, Sect.
44 501 (cj) (3J)]

1 (a) At the time of liquidation, assets to be disposed of may be first offered to a recognized
2 activity of the Club, with an Activity Chairperson on the BOD, that has incorporated or
3 associated itself with another shooting club or range. An asset will be offered to a
4 qualifying Club Activity at its depreciated value or a lesser value determined by the
5 BOD.
6

7
8 (b) At the time of liquidation, a recognized activity of the Club, with an Activity Chairperson
9 on the BOD, that has incorporated or associated itself with another shooting club or
10 range may request any activity funds deposited with the Club. Any release of Activity
11 funds will be at the BOD discretion.
12
13

14 **ARTICLE XI - AMENDMENTS**

15 These By-laws may be altered or amended, in whole or in part, or new By-laws adopted at any
16 Annual Meeting of the Club: or at any Special Meeting of the Club (as per ARTICLE V –
17 SECTION 5). (A) called for that purpose; provided notice of the intended alteration or
18 amendment shall be first published in two consecutive issues of the Club Newsletter
19 immediately prior to that meeting. Adoption of any alteration or amendment, repeal or
20 substitution, shall require an affirmative vote of two thirds of the Members present and voting at
21 the Meeting at which such vote is taken. Notice of the outcome shall be published in the next
22 regular issue of the Club Newsletter after the above meeting.

23 **APPROVED AND ADOPTED**

24 **January 20, 2012 - MEETING**

25 **EFFECTIVE DATE: February 1, 2012**
26
27

28 _____
29 Charles Tate Moots, President
30 Zia Rifle and Pistol Club
31

32 **ATTEST**
33
34

35 _____
36 Thad Blackwell, Secretary
37 Zia Rifle and Pistol Club