



# **BODEGA BAY GRANGE #777 BY-LAWS**

**ADOPTED 6/1/2023**

**SUBORDINATE / COMMUNITY  
GRANGE BY-LAWS**

***Article I***

***Name; Purposes; Authority; Declaration***

**Section 1. Name**

1.1.1 This organization shall be known as Bodega Bay Grange #777, but for all purposes, it shall be designated and commonly referred to as "this Grange" within these By-Laws.

**Section 2. Purposes**

1.2.1 This Grange has been organized to operate exclusively for the purposes as set forth in the National Grange of the Order of Patrons of Husbandry's (the "National Grange") Declaration of Purposes and in this Grange's Articles of Incorporation (the "Articles").

**Section 3 Incorporation**

1.3.1 This Grange is incorporated in the State of California. The name shown on the Articles of Incorporation is Bodega Bay Grange No. 777, and the date of incorporation was May 9, 1959.

**Section 4. Prohibited Activities**

1.4.1 At no time shall this Grange engage in or carry on any activities that are unlawful under the laws of the United States, the State of California, or any other jurisdiction where any of its activities may be conducted. The Corporation shall not engage in or carry on any activities not permitted to be carried on by an exempt organization described in Section 501(c) of the Internal Revenue Code of 1986, as now in force or as hereinafter amended, or prohibited by California's Nonprofit Corporation Law (the "Nonprofit Law").

1.4.2 No part of any net earnings of this Grange shall inure to the benefit of any officer, director or member of the Grange, except as reasonable compensation for services performed, or be appropriated for any services other than as set forth in the Digest of Laws of the National Grange.

**Section 5. Declaration**

1.5.1 It is the stated Declaration of this Grange, and of any Officer elected to represent it, to operate this Grange in a manner which will exemplify faith, clarity, continuity, honesty and transparency to the name Grange in the State of

California, and that every member of this Grange can trust in and maintain confidence that their membership in this organization will be used toward the charitable and selfless purposes on which the Grange was founded.

***Article II***

***Relation to the State  
and National Granges***

2.1.1 This Grange, as a chartered division of the National Grange, shall have the right and power, as the good of the Order requires, to adopt laws for the organization, administration, and regulation of the affairs of this, so long as they do not conflict with the Digest of Laws of the National Grange or the By-Laws of the State Grange.

2.1.2 This Grange shall consult with, and receive approval from the State Grange before making any changes in this Grange's incorporation status.

***Article III  
Meetings***

**Section 1 – Meetings**

3.1.1 Regular Meetings - This Grange shall meet as least once each month. Any additional meetings scheduled by a vote of this Grange shall be deemed as regular meetings.

3.1.2 Location of Meetings – Regular meetings shall be held at Bodega Bay Grange Hall, 1370 Bodega Ave., Bodega Bay, CA or at such other places as this Grange may from time to time designate.

**Section 2 – Special Meetings**

3.2.1 Special Meetings – Special meetings may be called at any time by the Board, or by written request of five percent or more of the Members. An agenda will be prepared with the business to be considered for action at the special meeting. Other topics may be discussed but will not be acted upon at this special meeting.

3.2.2 Notice: Special Meetings of this Grange – The Secretary shall give notice at least seven (7) days before the date of a special meeting, sent to the addresses on file with this Grange, by US Mail, electronic mail, via publications of this Grange, or published on the official website of this Grange.

**Section 3 – Quorum for Meetings**

3.3.1 Quorum – Seven members shall constitute a quorum for the transaction of business.

***Article IV  
Membership***

**Section 1. Membership Types**

4.1.1 Fraternal Members/Affiliate Members – A person fourteen years of age (thirteen years and six months) or more, with an interest in the purposes of the Order may be proposed as a candidate and be elected to Fraternal membership.

4.1.2 Affiliate Member is a person, who hold Regular Membership in another Subordinate / Community Grange and may be proposed as a candidate and be elected to membership in this Grange.

4.1.3 Family Membership - A family whose members are fourteen years of age (thirteen years and six months or more) with an interest in the purposes of the Order may be proposed as candidates and elected to membership in this Grange.

(a) A family shall consist of a couple and their dependents, or a single person and their dependents. Dependents are defined as children, grandchildren, great grandchildren, foster, adopted or step-children under the age of 23, who live as a member of the same household or in absence due to illness, education or military service. Legal dependents of any age shall be considered part of their legal guardians' family.

4.1.4 Junior 1 Plus (1+) Members - Any person over five years and under fourteen years of age may be proposed as a candidate for membership and elected as a Junior 1 Plus member.

4.1.5 Associate Members – A person or business with an interest in the advancement of agriculture and improvement of rural life may become an Associate Member.

**Section 2. Voting Members**

4.2.1 Who are voting Members – Fraternal, Individual Family Members and Affiliate members of this Grange shall be consider Voting Members.

4.2.2 Voting Members – Each Voting Member shall have one vote on each question or matter submitted to a vote of the members. Proxy voting is not allowed.

4.2.3 Non-Voting Members – All other classes of membership shall be non-voting members.

***Article V  
Officers***

**Section 1. General**

5.1.1 Offices; Election – The officers of this Grange shall consist of (in ranking order) a President, an Vice-President, a Lecturer, a Steward, an Assistant Steward, a Lady Assistant Steward, a Chaplain, a Treasurer, a Secretary, a Gatekeeper, a Ceres, a Pomona, a Flora, three (3) Executive Committee members, and a Musician. The Members may elect or appoint such other officers and assistant officers as the Members, from time to time, deem necessary or appropriate. No individual may hold more than one office concurrently, except for that of Executive Committee.

5.1.2 Qualifications – All officers must be a member of this Grange, in good standing.

**Section 2. Elections**

5.2.1 Annual Election/Term – Officers shall be elected and installed annually, except for the Executive Committee, one of which shall be elected annually. All Officers shall serve for a term of one (1) year, except for the Executive Committee who shall serve for a term of three (3) years.

5.2.2 Election to office shall require a majority of all votes cast by Voting Members. If upon the first ballot no nominee receives a majority of all votes cast, a second ballot shall be prepared with the names of the two nominees receiving the highest votes from the first ballot.

5.2.3 Removal from Office - Officers may be removed, with or without cause, at any time by the affirmative vote of a majority of the Members, or when found guilty of charges in a Grange Trial

Court, where the penalty includes removal from office.

5.2.4 Resignation – Any officer may resign at any time by giving written notice to this Grange and such notice shall be effective upon delivery to this Grange.

5.2.5 Nominating Speeches – No nominating speeches shall be allowed.

**Section 3. Duties**

5.3.1 General Duties of Officers – It shall be the duty of the officers of this Grange to ensure that the Laws of the Order are observed and obeyed, and generally to perform all duties pertaining to their elected office, as contained in said Laws or the Manual of the Degrees of the Order.

5.3.2 President – The President shall preside at all meetings of this Grange; see that all officers and members of committees properly perform their respective duties; see that the laws of the National Grange and the State Grange are observed and obeyed; and perform all duties customary of that office.

5.3.3 Vice-President– The Vice-President shall assist the President in preserving order, preside over this Grange in the absence of the President, and, in case of a vacancy in the office of President, fill the same until the next regular election.

5.3.4 Lecturer – The Lecturer shall perform the duties as prescribed in the Manual.

5.3.5 Steward – The Steward shall have charge of the Inner Gate and perform such other duties as required by the Manual.

5.3.6 Assistant Steward(s) – The Assistant Steward(s) shall assist the Steward in the performance of the duties of the Steward.

5.3.7 Treasurer – The Treasurer shall perform such duties as prescribed in the Manual.

5.3.8 Secretary – The Secretary shall record all votes and the minutes of all meetings of this Grange, in books kept for such purpose. The Secretary shall also conduct all official correspondence of this Grange and perform such

duties as prescribed in the Manual as well as other duties relating to the office as may be required.

5.3.9 Gatekeeper – The Gatekeeper shall have charge of the outer gate, ensure that only members having valid credentials are admitted to meetings of this Grange, and perform such duties as prescribed in the Manual.

5.3.10 Executive Committee – The Executive Committee members shall serve as members of the Board of Directors, whose duties include the general supervision of the affairs of the Order between meetings of this Grange.

**Section 4. Recognition**

5.4.1 Recognition of Officers – The officers of this Grange shall be addressed as “Worthy.”

**Section 5. Suspension of Officers**

5.5.1 Reasons for Suspension – Any officer of this Grange may be suspended for any of the following reasons:

- (a) Failure or refusal to perform the duties of the office.
- (b) Failure or refusal to obey the By-Laws of this Grange, or the By-Laws of the State Grange or the Digest of Laws of the National Grange.
- (c) Any behavior or act, resulting in criminal charges being filed.
- (d) Conviction of a felony offense, or any other offense that involves moral turpitude, dishonesty or fraud.

5.5.2 Procedure – The suspension procedure shall follow the procedures as set forth in the By-Laws of the National Grange and in accordance with the Rules and Regulations for Trials.

**Section 6. Vacancies**

5.6.1 Vacancies in Office – Any vacancy occurring in any office of this Grange by reason of death, resignation, termination of membership, or removal from office shall be filled by the Members by election at the next regular meeting of this Grange, except that of the President, which is filled by the Vice-President.

5.6.2 In the event where there is a vacancy in both the offices of President and Vice-President of this Grange, this Grange shall elect a qualified

member in good standing to fill the vacancy of both the President and the Vice-President.

**Article VI**

**Board of Directors (Executive Committee)**

**Section 1. General Powers**

6.6.1 California Corporation Code requires every Corporation shall have a Board of Directors. For the purpose of conformity to the Digest of the National, the term "Board of Directors" and the "Executive Committee" shall be synonymous.

6.1.2 General Powers – Between meetings of this Grange, the business and affairs of this Grange shall be managed under the direction of its Board of Directors (Board), which may exercise all powers of this Grange and perform all lawful acts and things not prohibited by laws, rules or regulations of the Order.

6.1.3 Duties – It shall be the duty of the Board to exercise general supervision of the affairs of this Grange between meetings of this Grange in accordance with the laws of our Order, and the administrative policies and procedures established by this Grange. The Board shall examine the books, accounts and reports of the Secretary and Treasurer prior to the installation of officers. The Board shall report its acts, taken between meetings in detail at the next meeting of this Grange.

**Section 2. Number**

6.2.1 Number – The Board of Directors shall be composed of the President, the Vice-President, and the officers elected as Executive Committee. Directors shall be natural persons and must be residents of the State of California.

**Section 3. Meetings of the Board**

6.3.1 Meetings – The Board shall meet as necessary between regular meetings of this Grange.

6.3.2 Quorum; Voting – At any meeting of the Board, the presence of a majority of the directors shall constitute a quorum for the transaction of business.

6.3.3 Meeting by Electronic Means – Any and all directors may participate in any meeting of the Board by means of conference telephone or any

other means of communication so long as all persons participating in the meeting are able to hear or communicate with one another concurrently and are provided the means of participating in all matters before the Board. Such participation shall constitute attendance and presence in person at the meeting.

**Article VII**

**Committees of this Grange**

**Section 1. Committees**

7.1.1 Appointment – The President shall appoint the members and the chairperson of each committee (if any) with the advice of the Vice-President. The first named on a committee shall be considered its chairman and shall convene the committee and report the results of its deliberations.

**Section 2. Committees Types**

7.2.1 Standing Committees – This Grange may, by resolution, provide for such Standing Committees as necessary for the operation of the Grange. The resolution shall provide for the duties, jurisdictions, number of members, method of appointments, and any other details necessary for the operations of said committee. This resolution shall become a part of the permanent records of this Grange.

7.2.2 Advisory and Special Committees – This Grange may from time to time create, by vote any advisory or special committees it deems may be necessary to advise the Grange in the administration of the affairs of this Grange. This Grange shall provide for the duties, jurisdictions, number of members, method of appointments, and any other details necessary for the operations of said committee.

**Section 3. Committee Policies**

7.3.1 Committee Rules – Unless this Grange otherwise provides, each committee may make, alter, and repeal rules for the conduct of its business by majority vote.

7.3.2 Records – Minutes shall be kept of each committee meeting. Copies of the minutes of each meeting shall be supplied to the Secretary of this Grange promptly after such meeting and filed with the Grange records.

7.3.3 Service and Powers – Each committee shall serve at the pleasure of this Grange. Each committee shall have such powers or responsibilities as may have been granted when the committee was created, consistent with all applicable state and federal laws, the Articles, and these By-Laws.

7.3.4 Vacancies – Vacancies in the membership of any committee shall be filled as provided for in section 7.1.1.

7.3.5 Quorum – Unless otherwise provided in the resolution of the Board creating a committee, a majority of the committee’s membership shall constitute a quorum. The act of a majority of the committee members present at any meeting at which there is a quorum shall be the act of the committee, except as may be otherwise provided in these By-Laws and in the resolution creating such committee.

7.3.6 Income from Committees – Any income derived by a committee is the property of this Grange unless this Grange provides otherwise. This Grange may authorize the expenditure of these funds by the committee in individual cases or on a continuing basis, but any expenditure so made shall be reported at the next meeting of this Grange.

7.3.7 Special Requirements – Background Checks: It shall be a requirement that a background check shall be required for any appointments where the members’ duties will require any supervision of any Youth or Junior Members, under the age of 18.

**Article VIII  
Fees and Dues**

**Section 1. Application Fees**

8.1.1 Application Fees for Membership –The application fees must be paid in full before the conferral of the various degrees of the Order. The application fees for this Grange are;

- (a) Fraternal Members, \$0 (includes affiliate member).
- (b) Family Membership, \$0
- (c) Junior 1 Plus Members, \$0
- (d) Associate Members, \$0

**Section 2. Dues**

8.2.1 Membership Dues – The annual dues for this Grange are;

- (a) Fraternal Members, \$20 over the dues collected for the State and National Granges (includes affiliate member).
- (b) Family Membership, \$20 over the dues collected for the State and National Granges
- (c) Junior 1 Plus Members, \$0
- (d) Associate Members, \$0

8.2.2 How Collected – This Grange shall collect dues annually. Dues are due on November 1<sup>st</sup> and delinquent after January 31<sup>st</sup>. Members who join mid-year shall be responsible for paying prorated dues from the quarter they join, to the end of the calendar year.

**Article IX  
Quarterly Reports and Communications**

**Section 1. Quarterly Reports to the State Grange**

9.1.1 Quarters Defined – The four quarters of the year shall close on March 31<sup>st</sup>, June 30<sup>th</sup>, September 30<sup>th</sup> and December 31<sup>st</sup>.

9.1.2 Quarterly Reports – Quarterly Reports are due to the State Grange, 30 days after the close of the quarter. Dues, fees and assessments shall be paid on the membership as of the last day of the quarter for which the report is being filed. A list of members gained, members lost and changes to membership records shall be reported quarterly.

9.1.3 Delinquent Reports – Reports submitted more than 30 days after the close of a quarter shall be delinquent. Delinquent reports may be subject to a penalty as specified in the By-Laws of the State Grange.

**Section 2 – Roster / Membership List**

9.2.1 Grange Roster – This Grange shall compile and make available, upon request, to its members, a roster of the names and addresses of elected officers and appointed committee chairman. This Roster shall be sent at least annually to the State Grange.

9.2.2 Membership List – This Grange shall provide to the State Grange a list of members at least annually.

**Section 4 - Official Communications**

9.4.1 Official Communications – All official correspondence received by this Grange shall be made known to the members of this Grange without unnecessary delay.

**Section 5 – Corporate Seal**

9.5.1 Corporate Seal – The corporate seal, bearing the name of this Grange and the year of its organization, which shall be in the charge of the Secretary. The Secretary shall have custody of the seal of this Grange, and shall have the authority to affix the same to any instrument requiring it and to attest the seal by his or her signature.

***Article X  
Insurance***

**Section 1 – Insurance**

10.1.1 Insurance - This Grange shall have the right and shall use its best efforts, to purchase and maintain insurance protect property owned by this Grange, and the liability that may arise from the functions of this Grange.

10.1.2 Bonding - All officers and committees handling funds of this Grange shall be bonded, conditioned upon the faithful discharge of the officer’s or committee’s duties and at the expense of this Grange, in such an amount as this Grange shall determine.

***Article XI  
Employees***

**Section 1 – Employees**

11.1.1 This Grange is authorized to hire such employees as are necessary for the operations of this Grange and within the constraints of the annual budget as adopted by the Regular Members of this Grange.

***Article XII  
Accounting Provisions***

**Section 1. Accounting Period**

12.1.1 The accounting period of this Grange shall be from January 1st through December 31st.

**Section 2. Receipt and Disbursement of Funds**

12.2.1 Disbursement Procedure – All funds shall be disbursed by the named officers as follows:

- (a) The Secretary shall prepare an Order to the Treasurer.
- (b) Orders to the Treasurer shall be signed by the President and the Secretary.
- (c) The Treasurer shall then disburse said funds, as ordered, and keep detailed records of all funds in the care of said officers.

12.2.2 Checks, Drafts, and Orders - All checks, drafts, and orders for the payment of money, notes, and other evidences of indebtedness, issued in the name of this Grange, shall be signed by the Treasurer and the President or other authorized officer in the absence of the President.

12.2.3 Deposits - All funds of this Grange shall be received by the Secretary who shall deliver those funds to Treasurer obtaining a receipt for the same. The Treasurer shall deposit funds received in such banks, or other depositories, that this Grange selects.

**Section 3. Books and Records**

12.3.1 This Grange shall keep correct and complete books and minutes including, but not limited to: records of its accounts and transactions; proceedings of the Board; proceedings of any executive or other committee when exercising any powers of the Board. The original or a certified copy of the Articles, By-Laws, and committee orders shall be kept at the principal office of this Grange. All books and records of this Grange may be inspected for any proper purpose at any reasonable time.

**Section 4. Audits**

12.4.1 Audits - All audits of the records of this Grange should be conducted by this Grange annually. Audits shall be available for review by any member in good standing upon request.

***Article XIII  
Grange Property***

**Section 1. Real and Personal Property**

13.1.1 This Grange may sell, manage or encumber real or personal property owned or managed by this Grange, with the approval of the State Grange Board of Directors, in accordance and as required by the National Grange Digest.

**Section 2. Intellectual Property**

13.2.1 This Grange may use its own logo, but expressly understands the word GRANGE, plus other listed trademarks, logos, copyrights and other intellectual property, are owned by the National Grange and may only be used as stated in Chapter 4, Article XVIII of the National Grange Digest.

***Article XIV  
Parliamentary Procedure***

**Section 1. Parliamentary Procedure**

14.1.1 In all Parliamentary matters, this Grange shall use the Parliamentary Codes of the National Grange. For all points not decided in the Parliamentary Codes, Robert’s Rules of Order (most recently revised edition) shall be considered the standard authority.

***Article XV  
Termination, Disbanding, Dissolution or  
Liquidation***

**Section 1. Disbanding**

15.1.1 When the President becomes aware this Grange is in danger of disbanding, it shall be the duty of the President to immediately notify the State Grange by certified mail, return receipt requested.

15.1.2 When the President realizes that disbanding is imminent, no further action can be taken by any Grange officer or member to, in any way, dispose of, decrease or transfer any property including real estate, real property, and financial assets, except for paying regular Grange bills.

15.1.3 Whenever this Grange decides by majority vote of the Regular Members to disband, the affairs of this Grange shall come under the direct supervision of the State Grange. This Grange shall not at any time divide among its members any monies in its treasury or any monies derived from the sale of any properties of

this Grange. No individual shall, by reason of his or her membership in this Grange, be deemed to have a personal claim to the monies or properties of this Grange.

**Section 2. Consequences of Dissolution**

15.2.1 Upon the termination, disbanding, dissolution or final liquidation of this Grange in any manner or for any reason, its assets, if any, remaining after payment (or provision for payment) of all liabilities of this Grange shall be retained by the Order for use in accordance with the general purposes of the Order, and activities permitted to be carried on by an exempt organization described in Section 501(c) (5) of the Code. In no event shall any of such assets or property be distributed to any officer or private individual.

***Article XVI  
Amendments***

**Section 1 – Amendments**

16.1.1 These By-Laws may be adopted, amended, or repealed in whole or in part at any regular or special meeting, at which a quorum is present, by the affirmative vote of two-thirds of all of the Regular Members.

16.1.2 Notice to Regular Members – All resolutions to adopt, amend or repeal any provisions of these By-Laws may be sent to the addresses on file with this Grange, by US Mail, electronic mail, via publications of this Grange, or published on the official website of this Grange, at least thirty (30) days prior to the meeting which will consider adoption of said resolution.

16.1.3 Approval By The State Grange – Before these By-Laws can be effective they must be approved by the President of the State Grange, who will certify that they are in proper form and that there are no conflicts with the By-Laws of the State Grange, or the Digest of Laws of the National Grange.

16.1.4 Effective Date – All resolutions to adopt, amend or repeal any provisions of these By-Laws shall be effective upon approval by the President of the State Grange.

16.1.5 Conflict With National Digest, State By-Laws or Deficiencies - If any amendment to these

By-Laws is adopted, which may conflict with the National Grange Digest or the By-Laws of the State Grange, or if any subject on which these By-Laws are silent or deficient or which may be perceived as conflicting with the National Grange Digest or By-Laws of the State Grange, any member of this Grange may request that they be resolved in accordance with the Digest of Laws of the National Grange.

CERTIFICATION

The Bodega Bay Grange #777 a duly Chartered Grange in the State of California, certifies that the By-laws were approved by a favorable vote of the Grange members on March 2, 2023. This vote is duly reflected in the minutes of the Grange.

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved by:

\_\_\_\_\_  
President, California State Grange

\_\_\_\_\_  
Date