

# Polk Station Rail

## “A Model Railroad Club”

### Willamette Western Railroad

# BYLAWS

## Rickreall, Oregon



As of: 02 March 2017

Polk Station Rail Approved \_\_\_\_\_

**By-Laws of the Polk Station Rail Model Railroad Club**

## **Article I: Name and Purpose**

### Section 1: Name

This club shall be known as the Polk Station Rail, a model railroad club (PSR), hereinafter referred to as the Club. The layout Mainline will be known as Willamette Western Railroad.

### Section 2: Purpose

A. To encourage fellowship among model railroaders by maintaining operating facilities, a local organization, exchanging ideas and information.

B. To encourage the gathering and preservation of railroad history. C. To encourage general interest in model railroading as a hobby.

## **Article II: Membership**

### Section 1: Eligibility

No person shall be denied membership because of race, color, creed, sex or national origin.

### Section 2: Definitions

A. This club shall maintain the following active classifications of membership:

1. Regular membership
2. Family membership
3. Associate membership

### Section 3: Membership Procedure

A. Application for membership shall be submitted in writing to the Board of Directors. Applications shall be accompanied by payment of one (1) month's dues and the initiation fee. See Dues and Fees Schedule for details. One or more members of the Board of Directors shall interview prospective members and make recommendations to the Board of Directors and the general membership. In case of an applicant for student membership, a member of the club in good standing must agree to serve as sponsor of the candidate and sign the application. Upon their eighteenth birthday, Student members shall advance to Probationary or regular member status, depending upon their previous tenure as a member.

B. If the application is approved, the applicant shall serve a six (6) month period as a Probationary member commencing from the date of the application receipt. Upon completion of the six (6) month period and payment of all dues and applicable fees, the Probationary member becomes a Regular member and assumes the rights and privileges thereof.

C. If the applicant is determined to be not suitable for active membership, their membership is terminated immediately and the initiation fee is returned. Any Club property in the possession of a terminated member must be returned to the Club immediately. Any of the terminated member's property in the possession of the Club will be returned immediately. Terminated trial members may not reapply for membership at the trial classification in less than two (2) years after their termination. Any dues paid in will

be refunded on a prorated basis. The Board is not required to explain its actions to the member terminated. At any time during their trial period, the trial member may request termination. Such a request shall be granted without question, and any dues paid will be refunded on a prorated basis.

#### Section 4: Duties and Rights

A. Regular Members - must be 18 years or older. They may voice their opinion at all meetings, may hold office, and may vote on all things at Club meetings.

B. Family Members - are spouses and/or children (aged 14 to 18) of a Regular member. They must be accompanied by the Regular member at meetings and functions. The first family member must pay Regular dues plus 50% of Regular Dues, \$25 initiation fee and the Grange Fee for each additional Family member. Each additional Family member must meet all other requirements for membership separately. Family members may not vote or hold office.

C. Probationary Members – first 6 months. - have all the duties and rights set forth in the classification that they would be in after their trial period, except they may not vote or hold office.

D. Associate Members – Must be 18 years or older. They enjoy all the rights and privileges of Regular Membership, but forfeit the right to vote or hold office or have any club keys or door codes. Then intent is to accommodate people who live outside of the immediate area, or that have special needs because of work schedules, physical handicaps, etc. A request for Associate standing must be made at a Board meeting in person or by proxy. Associate Members are required to pay all initial entry fees to the club and pay 50% of the annual dues of Regular Membership.

#### Section 5: Termination of Membership

A. The Board of Directors, at a Board of Directors meeting, by a majority vote may recommend the termination of any membership for just cause. Just cause shall be any act or failure to act not in the best interests of the Club. The member in question shall be notified of the reason or reasons for the proposed termination and shall be notified by certified mail and requested to appear at a regularly scheduled meeting of the Board of Directors to explain the circumstances giving rise to the proposed termination. Such notification shall be postmarked not less than five (5) days prior to the Board Meeting that they are requested to attend. If the Board affirms termination by a two-thirds (2/3) majority at that meeting, the membership is terminated.

B. Non-payment of dues is cause for termination. The Board of Directors shall review the membership roster periodically for such delinquency. The Treasurer shall follow for payment or commitment for payment. If payment or commitment for payment is not received in 90 days or less from the expiration date, the membership is automatically terminated with no further Board action required. **Please refer to the payment schedule at the end of the By-laws.**

C Any terminated member may re-apply for membership reinstatement. Such application will be subject to Board review and approval. Reinstatement of membership shall require paying of dues in arrears and/or current initiation fees, or any penalties the Board may levy. The Board may require the reinstated member to pass through a trial membership, at its discretion. **Any terminated member may re-apply for membership reinstatement subject to Section 3 Paragraph C above.**

D. Any member may resign by filing a written resignation with the Board of Directors. The resigning

member shall immediately return all property of the Club in their possession.

E. Leave of absence – A member may request a leave of absence from the Board of Directors. The intent of this provision is to relieve stress of members who are going through family emergencies or deaths in the family and need to be away for an extended period of time this type of reason. This provision is not to accommodate members who take extended vacations. With Board approval a leave of absence requires that the member return all property of the Club that is in their possession, including keys and/or door codes to the club facilities. Members granted a leave of absence are:

1. Exempt from paying monthly dues during the leave of absence; however, a leave of absence does not exempt the member from payment of delinquent dues;
2. Invited to attend the Club's activities, but are not considered voting members, nor shall they operate the Club's equipment or possess any of the Club's property; and,
3. Able to be re-instated at a future date upon payment of the current month's dues and all delinquent dues. If the member remains on leave of absence for more than six (6) consecutive months, the member is then considered to have submitted a resignation from the Club. The Board of Directors has the authority to extend a leave of absence for an additional six (6) months, if requested by the member in writing, for a period not to exceed twelve (12) months from the member's initial request for leave of absence status.

#### Section 6: Dues (See Dues Schedule at the back of the By-Laws)

A. Membership dues levels, initiation fees, or other membership fees may be set or changed at any regular meeting of the membership by a simple majority vote of those eligible to vote. The membership must be notified in writing of any vote to change dues or fee levels. The Board of Directors may recommend dues or fee levels, but may not set dues or fee levels. Fee levels are set by a majority vote of the membership.

B. Annual membership dues shall cover the twelve-month period from January 1 through December 31.

C. Current dues for all membership types are defined in the Dues and Fees Schedule.

D. Members must not be in arrears more than 90 days or three (3) months to remain in good standing, **with the exception that all dues for the calendar year must be received by the first meeting of the month of December.**

#### Section 7: Code of Conduct and Operating Rules

Members shall abide by the Code of Conduct and Operating Rules as approved by a majority of the members in good standing:

##### A. Personal -

1. Polk Station Rail (PSR) does not allow smoking or alcoholic beverages in the building or anywhere on the premises.

2. Regular Members shall be provided with a Key-Code for the front door of the Grange Building after they have been members for six (6) months of active participation.

3. Members shall not give or sell membership lists to any person, group, or organization. Member's personal information is considered confidential.
4. Each member shall provide a membership number, symbol, or initials, which will serve as an identifier to be marked on all personal rolling stock, locomotives, tools, and other personal property brought to the Club's facilities or activities. The identifier will be provided to the Secretary to be maintained in a log for tracking purposes.
5. PSR and the Rickreall Grange are not responsible for any member's personal tools, rolling stock, locomotives, buildings, scenery, electrical components (including transformers or DCC items), written or printed materials, books, video equipment (including CDs, DVDs, or tapes), or computers and/or programs left or stored in the building more than 90 days. If a member abandons their equipment, the disposition of said equipment will be in accordance with the ABANDONED EQUIPMENT POLICY (*See Appendix*).
6. Members are not allowed to stay overnight in any part of the Grange building unless approved by the board in an emergency.
7. Members are responsible for his/her conduct and the actions of any guest(s) they bring.
8. Be courteous to other members, and especially to visitors and new members.
9. Profanity and/or jokes of sexual content, innuendo, or connotation are strongly discouraged.
10. Members are expected to attend and participate in any open house event.
11. Members shall abide by the rules and regulations as set forth by the building's landlord, whether written or verbal. This includes but is not limited to:
  - a. Power tools and/or loud construction methods (sawing, hammering, etc.) are not allowed to be used between the hours of 10 PM and 9 AM.
  - b. The common areas (hallways, stairs, etc.) and bathrooms, kitchen and meeting rooms are to be kept clean and uncluttered.

#### B. Layout Construction and/or Operation

1. Members shall not alter the track, wiring, scenery or support structures unless authorized by a vote of the majority of the members in good standing. Changes to the layout shall be made in accordance with the Layout Change Guidelines section of these Bylaws.
2. Tools belonging to the Club shall be cleaned and returned to their designated storage area after use.
3. Members should not borrow other member's tools without permission. If granted, tools should be cleaned and returned.
4. Should a member break or destroy a tool belonging to PSR, or anyone else, it is the obligation of that member to replace said tool at their own expense.
5. Liquids, especially flammable liquids (such as paint and solvents shall be kept sealed until their usage is warranted. Liquids shall not be left in an open container overnight.



6. No changes or alterations to the walls, floors, ceilings, doors, windows, electrical or plumbing are allowed without consent of the Grange.

7. Members are responsible for cleaning up after themselves. Trash (food wrappers, drink containers, scrap wood, wiring or scenery materials are to be properly disposed of or removed from the building. No food items are to be kept or stored in the Club areas.

8. The last member out of the building on a work night, operation night or event activity shall insure that the heating, water and all lights are turned off and doors and windows securely locked. On event days, all signs are to be put away properly for storage until the next event. Members failing to abide by the Code of Conduct or Operating Rules may be subject to disciplinary action by the officers, including revocation or suspension of membership privileges.

9. The board members may make purchases up to \$100 for the purpose of emergency repairs or to complete prior club approved items, such as the painting of walls as an example.

#### Section 8: Disciplinary Action

A. Board of Directors has the authority to issue one (1) verbal warning to members acting not in compliance with the Code of Conduct or Operating Rules. If the offending member does not heed this warning, or commits another violation, the officers will follow the revocation or suspension of membership privileges procedures.

B. The Board of Directors may recommend revocation or suspension, or place on probation any member for cause. The Board of Directors shall hear all petitions to revoke membership privileges. Petitions may be submitted by any regular member of the organization and must be submitted in writing.

C. Student members may not submit petitions unless co-signed by their sponsor member.

D. Upon receipt of the petition, the Board of Directors shall review the petition and set a hearing date. The Board of Directors will notify membership of its recommendation to revoke or suspend membership privileges, and the decision is final upon the majority vote of the members in good standing present at the next scheduled business meeting.

### **Article III: Officers**

#### Section 1: Elected and Appointed Board Members and officers.

A. Only Regular members in good standing are eligible to be elected to the board or as an officer.

B. The elected Board members shall consist of one President, one Vice President, one Secretary, and one Treasurer.

C. There may be one or more at-large Board Members that may be selected by random drawing of eligible members or from volunteers by the elected Board Members, with one (1) at-large member per 5 Club members.

## Section 2: Duties of the officers

### A. President -

1. Shall be the chief executive officer of this Club,
2. Shall preside at all Board of Directors and business meetings except as provided herein,
3. Shall have all the powers, duties and responsibilities usually vested in the chief executive officer,
4. and shall, with specific Board Authorization, execute all bonds, and mortgages, and contracts of this Club and shall have general supervision of all other elected officers and be a member ex-offici of all committees except as may be directed otherwise.

### B. Vice-President -

1. Shall assist the President and shall assume the office and duties of the President in his/her absence,
2. Shall maintain an inventory of club assets, serve as custodian of club property and supplies,
3. Shall serve as membership chairman responsible for recruiting new members, devising recruitment campaigns, and appoint committees as needed to carry out these functions.
4. Shall be in charge of all open house activities.

### C. Secretary-

1. Shall take minutes of all meetings, keep official files and correspondence,

### D. Treasurer-

1. Shall collect dues and assessments, pay expenses and maintain checking and other accounts in a financial institution acceptable to the members.
2. Shall account for all funds received and disbursed and shall present periodic financial reports.

## Section 3: Board of Directors -

A. Shall serve as the administrative and policy making body of the organization,

B. Shall prepare and administer the annual budget, oversee project planning, and form committees as necessary to promote the organization's work,

C. Shall interpret the meaning and intent of the bylaws, and

D. May assign the duties of the President, Vice President, the Secretary, and the Treasurer or to the volunteers, if approved by a majority of the members in good standing.

Section 4: Liability - The Board of Directors shall not be liable to the organization or its members for monetary damages for conduct as an officer to the full extent allowed by Oregon Law except this will not eliminate the liability of an officer for:

A. Any breach of the officer's duty of loyalty to the organization or to its members;

B. Acts of omissions not in good faith, or which involve intentional misconduct or knowing violations of the law;

C. Any unlawful distribution;

D. Any transaction for which the officer derived an improper personal benefit;

E. Any provision of the Revised Oregon Nonprofit Corporation Act of 1989 that is required or permitted to be set forth in the bylaws.

Section 5: Nominations - Nominations for officers and at-large board members shall be made from the floor at the annual business meeting.

Section 6: Elections - may be conducted by secret ballot.

Officers shall assume their offices on January 1<sup>st</sup> of the following year. Term of office shall be for one (1) year. All officers and appointees shall turn over to their successors, at or before the installation, all Club property and records in their possession.

Section 7: Vacancies - In the event that a vacancy occurs, a successor shall be selected by a majority of the eligible voting members at the next business meeting to serve the balance of the unexpired term. In the event of a vacancy by death, resignation, lapse of membership, failure to perform duties, or unexcused absences from three (3) consecutive Board meetings, the Board may, by a simple majority vote, declare an office or position vacant, and shall appoint a successor at the earliest possible date for the unexpired portion of the term of that office or position.

#### **Article IV - Section Managers**

Section 1: Section Managers may be appointed by the Board to provide a means to ensure change control and maintenance of the layout area to which they are assigned. They serve at the request of the Board and may be removed from the position if they fail to perform the responsibilities denoted below.

##### **Section 2: Duties and Responsibilities**

A. Section Managers shall be responsible for oversight of layout track maintenance, ensuring that those that work on their assigned layout area are performing maintenance at an appropriate quality level.

B. Section Managers shall be an interface for proposed layout design changes to their area of layout. Members shall first approach the Section Manager with a proposal, and with their assistance, as necessary, shall formulate a change proposal. The Section Managers will also assist the member as needed to present the proposal to the membership at the next club meeting. If a Section Manager disagrees with the proposed change, the member may still proceed with a presentation to the membership.

C. Section Managers shall keep appropriate records of all layout changes in their area of responsibility. This shall include a copy of a diagram that depicts any changes that are in progress mounted in the area being worked. Copies of the diagram will also be provided to the Secretary for maintaining a history of the layout.

D. Section Managers shall present the status of all efforts in their area at each club meeting. Failure to do so for three (3) consecutive meetings may result in forfeiture of the position. If the Section Manager is unable to attend a club meeting, the Section status may be presented in writing by another member at the meeting.



## **Article V - Disposition of assets**

In the event that it becomes necessary to dissolve the organization, the eligible voting members shall ratify the procedures and methods for disposition of the organization's assets.

## **Article VI - Financial Responsibility**

The organization shall not assume financial responsibility or provide remuneration for any labor, material, or other services supplied to the organization except those authorized under the rules herein.

## **Article VII - Amendments**

Section 1: Procedure - These by-laws may be amended by a majority of the voting members provided:

- A. Notice is posted which includes a description of the changes proposed, and;
- B. A majority of the members in good standing is present to approve an amendment.

Section 2: Initiation - Amendments to the bylaws may be initiated by the following methods:

- A. A petition submitted by a majority of the organization's officers to the membership, or
- B. A petition submitted by the members to the President in writing by petition signed by at least twenty-five percent (25%) of the members in good standing.

Section 3: Certification - The organization's officers shall meet as soon as possible to certify the appropriate number of members sign the petition. Following certification of a petition to amend, the President shall call for a special meeting within thirty (30) days.

Section 4: Passage - An amendment of the bylaws may be authorized by a majority of the members in good standing at the next business meeting or special meeting as scheduled by the President.

## **Article VIII - Governing Instruments**

Section 1: Authority - the organization shall be governed by its article of incorporation and its bylaws.

Section 2: Procedure - Business meetings shall be conducted in accordance with the procedures outlined in the current edition of **Robert's Rules of Order Newly Revised**.

**POLK STATION RAIL**

## DUES AND FEE SCHEDULE

1. Polk Station Rail (PSR) assesses monthly dues in the amount of twelve dollars (\$12) per month (\$144 per year), payable by the first regular meeting of the month.
2. Monthly dues shall be assessed for the months of January through December.
3. It is the responsibility of the member to pay dues on time. No reminders or billings will be sent.
4. All New members, regardless of level (family, associate or otherwise), shall be assessed a one-time initiation fee of twenty-five dollars (\$25), of which part will be used to pay for a name badge after member completes the probation period and becomes a regular member.
5. At least three (3) members are to be members of the Grange, currently the President, Vice-President, and one (1) member at-large.
6. The Board of Directors may assess special fees to all members for specific needs.
7. The Grange assesses a fee of \$60 per member for the use of the building. This is payable out of a member's dues as defined elsewhere in this schedule.
8. If a new member of PSR is already a Rickreall Grange member and dues are current, dues will be prorated for \$60.00 already paid for Grange membership.
9. Dues for a Student Membership will be 50% of the Regular Membership (\$72) plus a Grange assessment of \$60 for a year's Membership.
10. Family Membership dues are \$144 for the Regular membership, plus 25% (\$36) and the Grange assessment (\$60) for a total of \$96 per year for each additional family member. (Membership dues and Grange assessments are subject to change). New members, refer to #4 as well.

## **POLK STATION RAIL**

### **POLK STATION RAIL MEETINGS SCHEDULE**

1. Polk Station Rail (PSR) has meetings during the months of January through December, bi-monthly.
2. The regular meeting shall be Thursday evenings, starting at 7:00 PM and ending at 9:00 PM, however members are allowed to come early and stay late.
  - a. The club will also be open on the first weekend of each month in conjunction with the Grange's scheduled Rummage Sale.
  - b. The club will also be open on the third Sunday of each month for work or the running of trains, but those running trains need to be aware of layout construction areas.
3. Regular meetings will not be held should the meeting date fall upon a legal holiday, such as New Year's Day, Fourth of July, Thanksgiving, or Christmas.
4. The bi-monthly business meeting shall be held during the first Thursday of the month.
5. The bi-monthly business meeting shall be called to order at the President's discretion between the hours of 7 - 8 PM. If less than twenty-five percent (25%) of the membership is present, the President may cancel the business meeting until the following month. The business meeting shall not be canceled for more than two (2) consecutive months.
6. The third Thursday of the month is considered to be an "operational night", whereas the members are allowed to operate trains with both PSR-owned and personal equipment. However, there may be times when an operational night is not possible due to construction on the layout.
7. The first Thursday of the month that meetings are not being held, are considered "operational night".

## **POLK STATION RAIL**

### **OPERATING RULES**

1. Members shall insure that all personal rolling stock and locomotives conform to the following standards:
  - a. N.M.R.A. wheel spacing and recommended weight, plus or minus a half of an ounce,
  - b. Body-mounted couplers, except for cars in excess of 70 scale feet,
  - c. Kadee Knuckle couplers or similar reliable couplers at the required height and centering. Non-reliable couplers shall be replaced by the equipment owner with Kadee couplers,
  - d. Digital Command Control (DCC) equipped locomotives are preferred,
  - e. Non-magnetic Metal wheels on rolling stock and locomotives are preferred,
  - f. Rolling stock shall be able to roll freely down a maximum three percent (3%) incline.
2. Members shall not intentionally allow trains to collide or derail. Members should run trains at reasonable speeds and know where their train(s) are at all times.
3. Each member shall have their member identifier marked on all personal rolling stock, locomotives, tools, and other personal property brought to the organization's facilities or activities.
4. Colored Push pins to be used as per data sheet on the bulletin board near the layout main door.
5. Members are to use rolling carts to work off of in order to avoid laying of supplies on the layout itself.
6. 9 volt battery disposal: The two contact points must be protected by black electrical tape in order to prevent the terminals from coming in contact with the terminals of other batteries.
7. No beverages are to be taken into the Main Layout room.
8. If you use another members models, and it breaks, you shall notify the owner of the model and if the owner is not at the club, you shall complete a bad order form for the model and put it on the proper shelf waiting for repair. You should also make an effort to notify the owner as soon as possible.

## **POLK STATION RAIL**

### **ABANDONED EQUIPMENT POLICY**

1. Member's equipment includes personal tools, rolling stock, locomotives, buildings, scenery, electrical components (including transformers and DCC items), written or printed materials, books, video/CD/DVD left or stored at the Club.
2. Note: Buildings and scenery that are part of the layout becomes property of PSR.
3. After a member's dues are in arrears for more than 90 days, or a member terminates membership, the Club will notify the member that their equipment shall be removed from the Club within 30 days.
4. If the member requests, PSR will hold the member's equipment for an additional 30 days.
5. At the member's request, PSR will pack and ship the member's equipment at the member's expense. The member must pre-pay all shipping/handling charges.
6. If the equipment is not removed after the stated period of time, it becomes property of PSR. The member forfeits all rights and PSR is authorized to claim member's equipment for Club use, sale or trade.
7. PSR is authorized to remove locks and/or other security devices to retrieve abandoned equipment. Member's occupation rights of PSR locker are forfeited. PSR does not assume, nor accepts, any responsibility for the safety and/or return of any member's equipment.
8. Forfeited equipment may be purchased by other PSR members for a "fair market value" to be determined by the PSR Board.
9. PSR members interested in forfeited equipment shall have the right to purchase said equipment by a random drawing selection order. Remaining forfeited equipment shall be sold, traded or disposed of as determined by the PSR Board.

## **POLK STATION RAIL**

### **LAYOUT CHANGE GUIDELINES**

The following is from Section 7, B. Layout Construction and/or Operation:

1. Members shall not alter the track, wiring, scenery or support structures unless authorized by a vote of the majority of the members in good standing. Changes to the layout shall be made in accordance with the Layout Change Guidelines section of these Bylaws.

Application of “LAYOUT CHANGE GUIDELINES: in the By-laws is as follows, based on these definition(s):

a. Alter: To alter something means to change that item(s) so that it is not the same in appearance and function as the original item.

b. This does not address “repairs” where items, may be removed from the layout in order to repair, rebuild, or replace an item that is a part of the layout, that does not change the appearance of the layout, but does improve layout performance.

1. Members who wish to make a change to the layout shall consult with the Section Manager of that area, if any, about the proposed change.

2. Member shall, with the assistance of the Section Manager, generate an 8.5 by 11 inch drawing of the proposed change with sufficient detail so other members may understand the intent of the proposed change.

3. Drawing shall include scenery changes, track routing, electrical requirements, buildings, expected costs, etc.

4. The member, with the assistance of the Section Manager will propose the layout change to the membership at the next regular club meeting. If the Section Manager disagrees with the proposed change, the member may still present the change to the membership.

5. If the proposal change is approved, the member will provide a copy of the approved plan to the Secretary for record retention. In addition, the member will provide 2 copies of the plan to the Section Manager, one of which will be attached to the layout in the work area until the effort is complete.

6. All work is to be of the highest quality and shall be approved by the Section Manager, if any. Members are encouraged to do the work once, perfectly, as opposed to reworking less than perfect efforts.

7. Amendments to the approved plan shall be presented to the membership PRIOR to work commencing on the changes.

8. Effort should start immediately on the change by the member(s) to ensure the plan is completed in a timely manner. Failure to show progress within one month from approval, or provide a rationale as to why there was no progress may result in withdrawal of approval by the Board.

9. In the event of a plan approval withdrawal, the member may propose the change again to the membership, but is expected to provide assurances as to a completion time frame.

10. If there is no Section Manager for a section of the layout in which work is proposed, the duties of the Section Manager are assumed by the Board.

## **POLK STATION RAIL**

### **DESPOSITION OF DONATED ITEMS:**

- a) The person receiving the donation will maintain control;
- b) Items be held until the next meeting;
- c) Items will be viewed by the membership and then each member in attendance will decide what is to be kept for use by the club and what will not be (how to do this needs to be determined) and;
- d) Sell items not kept for the club to use;
- e) In the case of large donations that an emergency meeting can be called.



The approval by the club membership of these bi-laws will negate all previously approved bi-laws or club approved amendments to the bi-laws.

Polk Station Rail Approved \_\_\_\_ Date inserted here \_\_\_\_\_

We here by approve the by law for Polk Station Rail:

President: \_\_\_\_\_

Vice President: \_\_\_\_\_

Secretary: \_\_\_\_\_

Treasurer: \_\_\_\_\_

Member: \_\_\_\_\_

Member: \_\_\_\_\_

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