



12th Annual Meeting May 5th, 2018, 10:00am EST

Embassy Suites North Indianapolis, IN

Opening Ritual

Call to order **10:05**

Roll Call; - **Curt Binder, Andy Clark, Jason Veenstra, Dave McClain, Lew DiRuzza, Travis Drake, Chad Smith, LaMar Peterson, Steve Stuck, William Hardebeck, Mike Van Vamp, Zac Garner, Blake Copley, Justin B**

Special Guest Speaker; Buz Barlow and Vanessa Ryan from the WPN National Housing Company. Brother Barlow is a past National and Foundation President, an Emeriti Trustee, Society of the Seventeen member and winner of just about every award the fraternity offers. **Attached WPN contract is attached to minutes.**

Approval of 2017 Meeting Minutes – **Approved**

President Report (Zac Garner)

- Welcome to the 12th Annual Alumni Association Meeting
- Recognize special guests. - **Thank you Buz and Vanessa**
- Meeting structure, Reports, New Business and election procedures
- Active Chapter update,
 - Current Chapter size is 20 (Vs. 9 at this time last year)
 - 2 new brothers were initiated during the Spring semester
 - An advisor committee is still needed. HQ suppose to be working on this again – **They want a separate advisory board. We will continue to support this going forward.**
 - The brothers had a social with Gamma Phi Beta for Valentines Day.
 - They are paired with Zeta Tau Alpha and Pi Kappa Phi for 2018 Homecoming
 - Current GPA is 2.641 with two members receiving academic achievement awards. - **Good job brothers**
 - Communication has been good and they seem to be working on changing the image of the past.
 - A new Director of Fraternity and Sorority Life was named this week at ISU. Mr. Christopher Jefferson will start on July 2nd.
 - Still having an issue with paying bills. HQ has shut down chapters over the last year for this so it is a real problem. - **Large outstanding balances and fees have been the reason for those shutdowns. Let's hope this doesn't happen to us.**
 - Chapter continues to inquire about the Alumni Association “buying them a house”. We have referred them to the WPN for the requirements needed to obtain housing. All housing is handled by the WPN now.
- Summer Grand Chapter meeting is in Phoenix, AZ. This summer. I believe this will be a great experience for the new President to attend. It will also be educational to bring him up to speed with National events and info. - **This is the weekend before 4th of July.**

- Buff Dormeier was featured in the April issues of the Saga. Copies are available online.
- HQ is now located in Indianapolis. We will be attending the Ribbon cutting this afternoon.

Vice President (Curt Binder)

- Newsletters are available on the website
- Summary of Website Hosting and Fees – My "official" stance and opinion on the website is as follows:

I will continue to administer and maintain the Alumni Association's website. This will include (but not be limited to):

- register/purchase/renew domains as needed/necessary
- provide website hosting
- provide whomever needs appropriate access to post / update information on the website (as directed by the President or VP)
- update the website, in a timely fashion, with information / content that is furnished to me by the BOD
- provide whatever other technical details that is asked of me by the BOD related to the website (within reason)

If, at any point in the future, the BOD decides that they no longer want me to maintain or administer the website, I will gladly transfer all fraternity owned domains (there are currently 3 and they are all registered in my name) to whomever I am instructed to transfer to. I will also transfer the website hosting to whomever or whatever service that I am directed to as well. I will perform any or all of these transfers without hesitation under the order of the BOD. I will take no offense at all if these decisions are ever made.

Along with this, for your reference, I currently own the following domains related to the Alumni Association:

- sigtau-deltatau.org
- sigtau-deltatau.com
- sigmataugamma-deltatau.org

I also have the website hosting associated with my own personal website hosting. I pay for web hosting and have the ability to have the Alumni Association website hosted under my hosting plan. The domains cost roughly \$45 annually and the web hosting costs \$100 annually.

VP Finance (Jason Veenstra)

- Storage shed was closed out over Homecoming. All treasures and meaningful items are being stored at Jason's home.
- Main account \$1,524.68 + 646.96 Paypal. Savings account \$68,380.74 (Numbers do not include cost of spring meeting or **anything bought after 5/9/18**) - **Pay your dues**

VP Membership (Andy Clark)

- 2017 Membership Review 35 Members. - **Good job guys, keep up the good work and keep recruiting. Personal touch and communications work better for recruitment. Still aiming for 40 members. Make everything a personal touch.**
- 2018 Starting membership

VP Programs (Lew DiRuzza)

- 2017 events review – **Family day was one of the best events, Carb Day coming up soon, Wrestling Match in Chicago was a great time**
- 2018 Family Day

Old Business

- REFERENCE NEW BUSINESS OF 2017 MINUTES ATTACHED
- **Storage Shed shutdown officially. Jason Veenstra is housing all items. No auction was had.**
- **Katie McClain requested an old banner she purchased and wanted back. The banner was given to Dave McClain during the meeting.**

New Business

- Need for an investment committee. (If association deems necessary this committee will report back to the membership on best options for investments. The membership will decide what is important when it comes to a return and the committee will be charged with coming up with the best options.)
- **Investment Committee was voted on and approved by all. see attached Guidelines**
- Elections, Nominees in Notes.

Nomination speech

Vote **ALL positions were approved by a 100% vote of the membership.**

President / Vice President / VP of Finance and secretary / VP of Membership / VP of Programs

President – Travis Drake (Account owner/signer)

VP – Steve Stuck

Secretary / VP of Finance – Jason Veenstra (Account owner/signer)

VP of Membership – Andy Clark

VP of Programs – Dave McClain

Secretary emeriti – William Zac Garner (Account signer, till deemed unneeded)

- Close new Business

Zac Garner Closing Address:

Installation of New Officers:

Pass the Gavel

Closing Ritual

New/Old Board of Directors to meet

NOTES: Nominations

President:

Travis Drake

~~Andy Clark—declined~~

Vice President:

Steve Stuck

VP of Finance:

Jason Veenstra

~~Tom Hoffman—declined~~

VP of Programs:

Dave McClain

~~Andy Clark—declined~~

VP of Membership:

~~Jason Veenstra—declined~~

Andy Clark

Investment Committee Guidelines

General; The committee will consist of 5 members. The chairman of the Investment Committee will be the President of the Alumni Association. Members in good standing that are wishing to be part of the committee, must submit an official request to the president at stgdeltatachapter@gmail.com. Submission must include reasons for wanting to be on the committee and any relevant experience. The President will then appoint 5 members by Friday, June 1st. The committee will be responsible to review all 5 points below. Upon review, they will provide the current Alumni Association board with a written report with all options available, and submit which they believe to be in the best interest of our Delta Tau Alumni Association, by Monday, December 3rd.

Once the committee presents their report and recommendation to the Board of Directors, the Board of Directors will decide on what to or what not to do with options presented. The Board of Directors will create a detailed action plan (within 60 days after the committee report has been submitted). The Board of Directors will have the ability to decide by vote on one, multiple options, or they will have the ability to vote on none (if it is in the Board's belief that none of the options presented are within the best interest of the Association). In the case of an "action" vote or a "no" action vote by the board, they will present a final report based on what they are choosing to the general membership.

Committee Responsibilities

1. Evaluate the WPN offer
2. Control of the money (goal is to provide a recommendation to whom should control the money in the short/long term, entertain offers and label as good or bad).
3. Find alternative investment plans that would benefit the Alumni Association (i.e., CD, investment groups or blocks, long-term savings, etc.). All official offers must be in writing.
4. Assessment of the undergrad chapter – what is the likeliness of supporting housing, growth, debt, national and local involvement, etc.
5. Committee controls the 65k until the decision is made, Requests to spend money must be made to the committee. There is a 2k limit/cap.

WPN INVESTMENT ACCOUNT PARTICIPATION AGREEMENT

This INVESTMENT ACCOUNT PARTICIPATION AGREEMENT (the “Agreement”) is made as of the _____ day of _____, _____ by and between WPN National Housing Company, LLC (hereinafter referred to as “WPN”), a Delaware limited liability company, with an address at 101 Ming Street, Warrensburg, Missouri 64093 and _____ (hereinafter referred to as “Participant”), a _____ non-profit corporation with an address at _____, to evidence the mutual agreement of WPN and Participant as provided herein.

WITNESSETH

WHEREAS, WPN desires that Participant become a participant in a program (the “Program”) administered by the WPN with respect to the transfer, management, and investment of Participant’s financial assets and Participant desires to become a participant in the Program under the terms and conditions contained herein;

WHEREAS, Participant, in applying for participation in the Program, made certain representations and warranties in its application submitted to WPN on _____ and the attachments thereto (“Application”), which are being relied upon by WPN in entering into this Participation Agreement;

WHEREAS, Participant acknowledges that the version of the Agreement it is signing is the then-current version of WPN’s Investment Account Participation Agreement. Participant further acknowledges that it may be necessary for WPN to make certain changes to the Agreement during the course of its duration and agrees to be bound by such changes, so long as such changes do not materially affect Participant’s substantive rights under this Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and the covenants contained herein, the parties agree as follows:

1. **Participation and Transfer.** Subject to and upon the terms and conditions set forth in this Agreement, Participant hereby agrees to participate, and WPN agrees to accept Participant as a Participant, in the Program. In connection therewith, Participant agrees to transfer all cash and other liquid assets as stated on the Application which are owned by Participant as of the date of this Agreement (the “Assets”) to an account held in the name of WPN. WPN shall acquire absolute title to the Assets transferred to its by Participant hereunder, and WPN and Participant agree that WPN shall under no circumstance be deemed a trustee, escrow agent or other fiduciary agent with respect to such Assets.
2. **Responsibilities of Participant.**
 - a. Participant agrees to fully comply with all operating policies and procedures adopted by WPN and all amendments thereto, as contained in this Agreement and all other handbooks, manuals or other written publications or established procedures adopted by WPN and as amended and in effect from time to time. Participant shall promptly comply with all laws, ordinances, orders, rules, statutes and regulations of governmental authorities and promptly furnish WPN with reports of any official searches made by governmental authorities and any claims of violations thereof.

- b. **Obligations/Representations.** Participant agrees to pay the annual management fee and annual investment fee as stated on the Fee Schedule attached hereto as Exhibit B. WPN reserves the right to raise or lower the monthly management fee upon 90 days advance written notice to Participant if WPN deems it necessary or advisable. Participant further represents and warrants that all information, documents and representations supplied to WPN pursuant to the Application, are true and correct in all material respects.
3. **Responsibilities of WPN.** During the term of this Agreement, and except as otherwise agreed in writing, WPN shall have the following responsibilities with respect to the Assets transferred to it by Participant hereunder:

 - a. WPN shall invest the Assets transferred to WPN by Participant hereunder in various amounts and investment opportunities as determined by WPN;
 - b. The Assets may be merged or pooled for investment and investment management purposes with the other assets of WPN and managed and invested in accordance with WPN policies and procedures then in effect, but in all events such Assets shall be recorded to the account of Participant in WPN's records held in the name of WPN;
 - c. Investment earnings, losses and related fees shall be allocated proportionately in accordance with the then current value of the Participant's Assets in relation to the then current total value of all of the assets with which the Assets have been pooled for investment and investment management purposes;
 - d. WPN shall prepare reports, copies of which shall be provided to Participant twice annually, which shall include all assets, balance sheets, revenue and expense reports and earnings statements, in order that Participant be aware of the financial status of the Assets.
4. **Indemnification.** Participant hereby indemnifies and agrees to hold WPN, its members, managers, directors, officers, employees and agents harmless from and against and in respect of:

 - a. Any and all loss, liability or damage suffered or incurred by WPN by reason of any untrue representation, breach of warranty or nonfulfillment of any covenant by Participant contained herein or in any document or instrument delivered to WPN pursuant hereto or in connection herewith, including but not limited to, the Application and all Exhibits attached thereto;
 - b. Any and all liabilities or obligations of Participant specifically assumed by WPN pursuant to this Agreement; and
 - c. Any and all actions, suits, proceedings, claims, demands, assessments, judgments, costs and expenses, including, without limitation, legal fees and expenses, arising out of Participant's participation in the Program, including but not limited to, WPN's ownership or management of Participant's Assets, or incurred in investigating any attempt to avoid the same or to oppose the imposition thereof, or in enforcing this indemnity.

5. Loss of Charter and Duration of Agreement. As long as the collegiate chapter with which Participant is affiliated maintains its charter from Sigma Tau Gamma Fraternity, this Agreement and Participant's participation in the Program shall remain in full force and effect. In the event the collegiate chapter with which Participant is affiliated loses its charter from Sigma Tau Gamma Fraternity, Participant's participation in the Program shall be effectively suspended

Notwithstanding the foregoing, WPN shall maintain ownership of Participant's Assets during the term of such suspension. If at any time within seven (7) years from the date the charter was lost or such longer term of years as agreed upon by Participant and WPN, the collegiate chapter is rechartered, Participant (or its successor, so long as such successor is registered and in good standing with Sigma Tau Gamma Fraternity) shall be entitled to recommence participation in the Program with all rights and benefits reinstated. If the collegiate chapter is not rechartered within such period, all rights and benefits of Participant in the Program, including any Assets held by WPN, shall be permanently divested in favor of WPN, and this Agreement shall terminate. In all other cases the term of this Agreement is perpetual and Participant shall have no right to terminate, for any reason.

6. Miscellaneous.

- a. Except as specifically referenced herein, this writing constitutes the entire agreement of the parties with respect to the subject matter hereof and may not be modified, amended or terminated except by a written agreement specifically referring to this Agreement signed by all of the parties hereto;
- b. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the party giving such waiver of any subsequent breach or default of the same or similar nature;
- c. This Agreement shall be binding upon and inure to the benefit of each party hereto, its successors and assigns;
- d. The paragraph headings contained herein are for purposes of convenience only and are not intended to define or limit the contents of said paragraphs;
- e. Each party hereto shall cooperate, shall take such further action and shall execute and deliver such further documents as may be reasonably requested by any other party in order to carry out the provisions and purposes of this Agreement;
- f. This Agreement and all amendments thereof shall be governed by and construed in accordance with the law of the state in which the Assets transferred by Participant are located and said agreements are to be performed therein.



SIG TAU

WPN HOUSING

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

WPN:

WPN NATIONAL HOUSING, COMPANY, LLC,
a Delaware limited liability company

By: _____

Title: _____

PARTICIPANT:

a(n) _____

By: _____

Title: _____

By: _____

Title: _____

Exhibit A

WPN Management Fee

Annual Fee: \$250.00 due by July 15th

WPN Investment Fee:

Years 1 – 3: 1% annual fee

Years 4 +: .5% annual fee