

WILD RIVER FLYING CLUB, INC.

L.O. Simenstad Municipal Airport

Bylaws



Hangars C8 & C10
KOEO



WILD RIVER FLYING CLUB, INC
L.O. Simenstad Municipal Airport
Hangars C8 & C10
Osceola, WI 54020

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Article I: NAME

The name of this club shall be *Wild River Flying Club, Inc.*

Article II: PURPOSE

The purpose of this Corporation shall be to

- encourage interest and participation in general aviation
- provide the pleasures and benefits of safe flying at economical rates to Wild River Flying Club (WRFC) members and their families, and
- engage in such other ventures, activities, or business for the benefit of WRFC members.

Article III: MEMBERSHIP

Section 1: Types of Membership

1. Full Member:

There is one class of membership in the Corporation with each member having equal rights and status.

2. Additional Family Member:

(a) An Additional Family Membership means that anyone in the immediate family (spouse, daughter, or son of the member) may also use the Club aircraft only after an "Additional Family Member (AFM) Application" has been completed and the Board of Directors has approved it. This is important because of insurance and legal reasons.

(b) The AFM is expected to attend all regular Club meetings and participate in regular clean-up and work projects. The AFM must abide by the same rules, regulations, and responsibilities and have a current FAA license, medical, and flight review.

- (c) The AFM has no voting rights in the Club and may not serve on the Board of Directors.
- (d) Each AFM will pay the same monthly dues and hourly aircraft rates as the full member and is obligated to pay monthly dues for a period of not less than one year from the date they start flying.
- (e) A son or daughter of the full member is considered an AFM until their 21st birthday, or until they have moved away from home, or until they are self-supporting even if under 21. A full time student living away from home at college can be considered an AFM until their 23rd birthday, or until they graduate, whichever comes first.
- (f) The full member is responsible for each AFM including full payment of monthly bills, and assuring that the AFM adheres to all rules, regulations, and Club by-laws.

3. Floating Membership

The Club can maintain a “floating membership” that can be used to buy out a member who is selling their membership. The buy out fee, should the member so choose, would be equal to the buy-in rate set by the Board. The “floating member” is a full member with the same rights. Once the “floating membership” is sold, the Club will pursue filling that vacant membership. The vacancy will go into the queue like any other membership for sale except that it will always remain at the bottom of the “memberships for sale” queue until it rises to the top of the list and is sold. If it is at the top of the list and a member decides to sell their membership, the “floating membership” goes to the bottom of the queue. The “floating membership” will be sold at the going buy-in rate as set by the Board. ²⁰

4. Honorary Membership:

A Wild River Flying Club approved Certificated Flight Instructor (CFI) who is not a ‘full member’ will be considered an Honorary Member of Wild River flying Club. The Honorary Member CFI does not pay dues, club insurance nor do they have any voting privileges or any other implied or explicit privileges of “full members”. The Honorary Member CFI is allowed to provide dual flight instruction to “full members” and, if needed, may get checked out from a “full member” CFI in order to

become current and proficient in a club aircraft for the purposes of giving dual instruction to “full members”.¹⁸

Section 2: Qualification for Membership

Members must be of good moral character, responsible, and financially able to meet the obligations of the Corporation. They must possess or have the ability to obtain all licenses or permits required by any governmental agency for the operation of WRFC aircraft.

Section 3: Purchase, Sale, or Transfer of Membership

1. Memberships may be obtained only through the unanimous approval of the Board of Directors who determines the conditions and requirements of membership. Any prospective member may appeal to a majority of the membership to override a refusal of membership by the Board of Directors.
2. Memberships may be sold or transferred by a member only after the unanimous approval of the Board of Directors or, upon appeal, the majority of the membership. Until such approval of sale or transfer is obtained, the member remains subject to all obligations of membership including attending meetings and payments of the monthly dues and flight time.
3. The Board will not approve or consent to the voluntary sale or transfer if the member is indebted to the Corporation unless the indebtedness is satisfied in the transfer or by the new member.
4. At the discretion of the Board, a membership may be sold at a value determined by the Board. Each membership must be sold through the books of the Club, with the Club receiving the check for the new membership. The Club will then issue the former member a check for the share less any amount owed the Club.

Section 4: Resignation of a Member

1. To resign from the WRFC, a member will submit a written resignation to the Board. The member may also request to have entered into the official minutes that the next prospective buyer of a membership in the Club be sold said membership, or, sold in order after any others who already have written requests filed to sell their membership.
2. It is the obligation of the member and not the Corporation to find a replacement member. If the condition of adequate funds is met, the Corporation may then purchase the membership. With the requirements of adequate funds and the low membership and flying rates, it is unlikely the Corporation will be in a position to purchase memberships.
3. Until the replacement member is found, the resigning member is considered a member in full standing with full rights and responsibilities including attending meetings and payment of monthly dues. A member who is more than 60 days delinquent in paying all Club obligations loses all voting rights and is ineligible to serve on the Board of Directors until the amount in arrears is paid in full.
4. If a member finds someone to buy his own membership, then the order in the list of memberships to be sold by the Club would not apply. The member should make known to the Board as soon as he has a buyer and the name of the buyer. The buyer must still submit an application and be approved by the Board according to these by-laws.
5. All prospective members are required to attend at least one Club meeting before being approved for membership.

Section 5: Termination of a Member

1. A member may be terminated for cause, death, or resignation.
2. A member may be terminated for cause. See Article IV Section 4.
3. An individual membership will be terminated upon death or resignation of the member or upon vote of two-thirds of the membership of the Corporation. Upon termination, the terminated member will be compensated for the value of his membership as follows:

- a. The Board, within 30 days after receiving written notification of termination or upon notifying the member of termination, will make a written offer to purchase the membership on behalf of the Corporation if adequate funds are available as described in paragraph c. below.
- b. The terminated member, or member's representative, must accept or reject the offer in writing within 60 days. The member may:
 1. Sell said membership to an individual of the member's choice; said purchaser to be approved by the Board of Directors as provided in the bylaws.
 2. Proceed by arbitration to determine said membership value by selecting an appraiser to meet with an appraiser selected by the Board. In the event the two appraisers are unable to agree on a fair value, they will select a third appraiser. The majority determination of value will be final and binding on all parties. Any fee for appraisers will be handled by the party represented; a third appraiser's fee will be split evenly between the two parties. In no case can the settlement for the membership value be higher than the purchase price for a membership currently in effect as stated in the Corporation's minutes. The Corporation has the option to purchase the membership at the value determined as soon as adequate funds are available.
- c. Adequate funds are defined as sufficient funds, as determined by the Board of Directors, to cover major engine maintenance or emergencies and funds to cover pending bills for annual inspections, insurance, rent, utilities, licenses, taxes, and fuel. The Insurance Reserve Fund may not be used under any condition for buying memberships.
- d. If at the time of termination any member is indebted or obligated to the Corporation, the amount of indebtedness or obligation will be withheld from the member's share or the amount of value as determined by the arbitrators.

Section 6: Membership Records

1. The Treasurer and/or Secretary will keep a current listing of members, their addresses, telephone numbers, email addresses, current FAA ratings, flight review and medical dates. It is the obligation of the member to immediately notify the Treasurer and or Secretary of changes in any of these records.
2. The FAA regulations require that any convictions for driving under the influence of alcohol or drugs be reported by the pilot to the FAA. These questions must also be answered on your medical renewal.
3. The FAA requires the pilot to notify the FAA of the pilot's change of address within 30 days of the move.¹⁵

Section 7: Dues, Charges, Assessments

1. Each member shall be assessed monthly dues and aircraft rental as fixed by the Board of Directors. The monthly dues and aircraft rental income shall be adequate to cover all expenses.²⁰
2. The Treasurer is an elected Officer and is not charged monthly dues because of the extensive nature of Club duties such as processing all monthly billings, accounts payable and receivable, correspondence, insurance, files, taxes, etc. The Club will credit the Treasurer up to two hours airplane rental time in any plane the Club owns.
3. The Maintenance Director (MD) is not an elected officer, but is appointed by the Board of Directors. The MD is not charged monthly dues because of the nature of Club duties that include scheduling and arranging transportation of aircraft for all annual inspections, regular maintenance, and emergency maintenance on a timely basis so there is only minimal disruption in the availability of aircraft and the highest safety standards are maintained.
 - a. The Maintenance Director may designate an Assistant Maintenance Director (A/MD) with the approval of the Board of Directors.¹⁵
 - b. The MD is responsible for fully training the A/MD to the MD's satisfaction prior to letting the A/MD perform any work on the aircraft.¹⁵
 - c. The A/MD is still subject to paying dues and fulfilling all other obligations of the Club. The MD and A/MD may agree between

themselves to prorate and pay the A/MD during the former's absence.¹⁵

- d. The MD is not charged monthly dues because of the nature of Club duties. Additionally the Club will credit MD up to two hours airplane rental time in any plane the Club owns in place of charging WRFC for other compensation.
4. Members shall be charged monthly for the time flown at the hourly rate for that aircraft as set by the Board of Directors. These rates will be reviewed each June after the new Board of Directors has taken office. Rates will be adjusted, as necessary, to ensure expenses and maintenance reserves are adequate.
 5. Special assessments of members may be recommended by the Board of Directors in unusual or extreme circumstances. Approval of an assessment requires a simple majority of the Club membership.¹⁵ It is the Club's philosophy that special assessments will be a last resort measure and should be avoided if at all possible as this reflects negatively on the Club.¹⁵
 6. Dues, charges, and assessments are payable upon receipt of a Club invoice prepared by the Treasurer at the beginning of each month. Invoices are payable at that month's Club meeting or shall be received by the Treasurer before the last day of the month.
 7. Full payment must include all flight hours including long trips during the previous month. Any amount paid for fuel will be reimbursed by separate check. (See 10 below).
 8. Any account overdue by more than one (1) month (i.e. not paid by the next billing) will be subject to an interest penalty of 1.5% per month on the total unpaid balance.
 9. Any member with a delinquent account may be denied use of WRFC aircraft by action of the Board of Directors. Any member with a delinquent account may be denied use of WRFC aircraft by action of the Board of Directors. More specifically:
 - a. If the account is delinquent (in arrears) more than 60 days for more than \$1,000, the member loses all flying privileges until the balance is paid in full.

- b. If the account is delinquent of \$2,500 or more, the membership goes up for sale in queue on the seller's list.
 - c. If the account is delinquent in the amount of the going buy-in rate as set by the Board, the membership may be terminated and the member forfeits any and all money from the sale of the membership. The member is still obligated to pay all debts owed to WRFC until the membership is sold.¹⁹
10. Fuel purchased away from Osceola is reimbursed at the cost per gallon of fuel in the Club's fuel tank at the time of the flight. Members must submit a fuel receipt showing date, aircraft N-number, gallons purchased, and the total dollar amount. Do not deduct this amount from your monthly payment. You will be issued a separate check.
11. No member is authorized to purchase, have repaired, charge to, or obligate WRFC to any payment or contract without the prior express authorization of the Treasurer or the Board of Directors. This is important so that the best interests of the Club are maintained and that adequate funds are available and WRFC is not put in an embarrassing situation.
12. Only the Treasurer has the authority to issue WRFC checks as deemed necessary for the good of WRFC. New or additional equipment or expenses over \$1,000 may not be purchased or made unless all members have been notified in advance by email, letter, or telephone that a meeting will take place to discuss and vote on the expenditure. This does not include expenditures for fuel, taxes, insurance, necessary maintenance, repairs, annual inspections, or transfer of funds to savings or checking.

Article IV: THE BOARD OF DIRECTORS

Section 1: Fiscal Year

The fiscal year of the Corporation is July 1 through June 30. The annual meeting is held in June for election of new officers who will take office July 1st.

Section 2: Eligibility and Responsibilities

1. Any full member in good standing may make motions, vote, and may be elected to or retain office. Additional Family Members are not eligible to be officers or to vote on matters presented to the membership.
2. The general membership elects five (5) directors at the general meeting in June of each year. The five directors select the officer positions which are Chairman of the Board of Directors/President, Vice-President, Secretary, Treasurer, and Special Assistant (Member-at-Large). Each member of the Board of Directors has one vote and is elected to a one year term without term limits.
3. The Board of Directors shall perform the duties provided in these bylaws. Board meetings will be called when necessary and will meet at least once a year in June to
 - a. review the dues and aircraft rates for the following fiscal year;
 - b. appoint a new or reconfirm the current Maintenance Director; and,
 - c. review the value of a membership share.
4. A quorum for conducting the business of the Board shall be not less than three (3) members of the Board empowered to vote.¹⁵
5. President: Presides over general membership meetings and is Chairman of the Board of Directors. Provides the tie breaking vote in a tie.¹⁵
6. Vice President: Performs the functions of the President in the absence.¹⁵
7. Treasurer: Maintains the Corporation's financial books, provides reports such as the monthly Profit & Loss statement, Balance Sheet, and other financial records; provides monthly reports to the membership; receives, records, and writes checks and makes deposits; coordinates tax preparation with a tax preparer; oversees inspections of the fuel tank; aircraft registration, and files reports to the State and Federal governments as necessary.¹⁵
8. Secretary: Takes, prepares, maintains, and distributes the minutes of all official meetings of the Corporation.¹⁵

9. Special Assistant (Member-at-Large): Fills in for other positions when necessary.¹⁵
10. The President, Vice-President, and Secretary are regular members of the Audit Committee. They will meet in September-October of each year to review the books of the previous Board of Directors and make recommendations in areas of investments, accounting methods, etc. They may also review the books and records at any other time of the year as they may deem necessary.¹⁵

Section 3: Enforcement of Club Rules and Regulations

1. The Board of Directors has the authority to expel a member from the Club, levy assessments, revoke privileges, or impose any other penalty not prohibited by law for any operations in violation of the FARs and/or the Club regulations including being in arrears for payments to the Club. Violations are to be brought to the attention of the Board of Directors as soon as a situation occurs.
2. Before any penalty for a violation may be levied, the accused member shall be given a written notice of the offense and shall have 30 days to respond in writing or request a hearing of all charges presented by the Board of Directors.
3. Pending any such hearing, the Board of Directors may suspend flying privileges of the accused member for not more than 60 days upon a majority vote of the Board of Directors,
4. After the hearing, the Board of Directors shall vote (out of the presence of the accused member and any other person) on a penalty, if any, and immediately notify the accused member of the Board's decision.
5. The accused member may appeal a penalty in writing within 30 days to the general membership. On such an appeal, the decision of the Board of Directors shall stand unless a majority of members present at a special or regularly scheduled membership meeting vote to overturn the Board of Director's decision. If the Board of Director's decision is overturned, then those members present may impose a penalty by

simple majority vote. The penalty imposed by the general membership shall stand.

Article V: MEETINGS

Section 1: Regular Membership Meetings

1. Unless otherwise ordered by the club, regular membership meetings are held monthly.
2. Each full member and any active family member are expected to attend meetings. The strength of the Club is in each member attending meetings and being active members.
3. It is important that active pilots attend the meetings as important discussions on policies, problems, and status of the aircraft take place. This is critical to continue an excellent safety record and by increasing the member's overall knowledge of flying.

Section 2: Special Meetings

Special meetings may be called by the President or any member in good standing. At least 48 hours notice (personal, email, or telephoned) shall be given each member.¹⁵ The business to be transacted at any special meeting shall be limited to that noticed in the call.¹⁵

Article VI: PARLIAMENTARY AUTHORITY

The rules contained in the current edition of *Robert's Rules of Order Newly Revised* shall be the parliamentary authority for all matters not specifically covered in these bylaws.¹⁵

Article VII: AMENDMENTS

The bylaws may be amended by 2/3 majority of the Board. The Club membership shall be notified of the amended bylaws prior to the next regularly scheduled meeting.¹⁵

Article VIII: DISSOLUTION ¹⁵

The assets of the corporation in the process of dissolution shall be applied and distributed as follows in accordance with Wisconsin Statutes §§180.1401 through 180.1440 and other statutes as may apply:

- a. All liabilities and obligations of the corporation shall be paid, satisfied and discharged, or adequate provision shall be made therefore;
- b. Assets held by the corporation upon condition requiring return, transfer or conveyance, which condition occurs by reason of the dissolution, shall be returned, transferred or conveyed in accordance with such requirements;
- c. Assets received and held by the corporation subject to limitations permitting their use, but not held upon a condition requiring return, transfer or conveyance by reason of the dissolution, shall be distributed equally among all members in good standing at the time of dissolution;
- d. Other assets, if any, shall be distributed equally among all members in good standing at the time of dissolution;
- e. Any remaining assets may be distributed to such persons, societies, organizations or domestic corporations, whether for profit or not for profit.

ADDITIONS TO THE BYLAWS AND THIS MANUAL WILL BE MADE BY BULLETIN SENT TO EACH MEMBER AS THE ITEM IS ENACTED OR APPROVED. IT WILL THEN BE INCLUDED IN THE NEXT REVISION OF THE COMPLETE MANUAL.

As amended May 1, 2006 by the membership.

¹ As amended June 30, 2006 by the Board of Directors.

² Paragraph deleted June 30, 2006 by the Board of Directors.

³ As amended March 18, 2007 by the Board of Directors.

⁴ As amended March 18, 2007 by the Board of Directors.

⁵ As amended April 5, 2007 by the Club Membership

⁶ As amended July 21, 2008 by the Board of Directors

⁷ As amended July 21, 2008 by the Board of Directors

⁸ Removed all references to LORAN July 21, 2008 by the Board of Directors

⁹ Added December 22, 2009 by the Board of Directors

¹⁰ Changed from -5 to zero degrees January 4, 2010 by the Board of Directors

¹¹ The March 18, 2007 requirement to show proof of insurance was removed by the Board of Directors on October 6, 2009 and replaced by the amended wording.

¹² Subparagraphs (b) and (c) added by Board of Directors November 9, 2010. ¹⁴

Numerous rearranging and cosmetic editorial changes of existing bylaws and operational information – December 2010

¹⁵ Information added – December 2010

¹⁶ Added N56088 – November 2013

¹⁷ As amended June 30, 2014 by the Board of Directors

¹⁸ October 2015 - Clarifies an Avemco Insurance Company loophole whereby a WRFC CFI can now checkout or train a non-member CFI. Text written by Lesly A Potts at Avemco on 10/27/2015 via email.

¹⁹ April 2016 – Adds more specific language for accounts in arrears.

²⁰ As amended February 12, 2018 by Membership. Clarification change in the income paragraph and addition of the floating member.