

Update 3/8/21 to change certain officers not being charged dues to satisfy accountant recommendations. Art. III §IV.  
Update 8/13/21 to include rules updates for Mooney  
Update 3/14/22 Aircraft Rate Increases  
Update 3/22/22 Update fuel cap to \$5.99  
Update 3/24/22 Rules: Art II §I, Non-refundable fee to \$1,500

## BY-LAWS OF THE WEST MICHIGAN FLYING CLUB, INC.

### PREAMBLE

These By-Laws establish the general policies and procedures under which the West Michigan Flying Club is governed.

Specific parameters for the day-to-day operation of the Club are set forth in a separate document called the "Rules". All members of the Club will be provided with a current copy of both the By-Laws and the "Rules".

### DEFINITIONS

Unless specifically stated otherwise, the following definitions shall be assumed throughout these By-Laws and Rules:

1. The pronouns "he" and "his" shall be taken to mean "he or she" and "his or her".
2. The terms "W.M.F.C." or "the Club" shall be taken to mean "West Michigan Flying Club, Inc."
3. The term "Member" or "Club Member" shall be taken to mean "Active Member of W.M.F.C."
4. The term "member" or "any member" shall be taken to mean "any W.M.F.C. Club member, whether Active, Inactive or Suspended".
5. The term "notice" shall mean written notice by any means, including email, fax and US Mail.
6. The term "Board" shall be taken to mean the W.M.F.C. Board of Directors.
7. The term "By-Laws" shall be taken to mean this document, incorporating its latest revision(s).
8. The term "Rules" shall be taken to mean the "Rules of W.M.F.C." incorporating their most recent revision(s), which form a companion to this document.
9. The terms P.I.C., C.F.I. and C.M.O. shall be taken to mean pilot-in-command, F.A.A. certified flight instructor, and W.M.F.C. Chief Maintenance Officer, respectively.

W.M.F.C. was organized to encourage interest in aviation and to provide safe flight training and transportation to its Members, to advance knowledge of its Members in aeronautics and navigation subjects, and to bring to more people the social benefits and pleasures of flying.

The Club's maximum membership is limited by applicable insurance requirements (currently 20 persons per aircraft as of July 1, 2013), and resolution of the Board. Within the limits set by insurance requirements, the Board may, by a majority vote of its members, change the maximum number of members in increments of five.

With the exception of Board-approved C.F.I.'s giving instruction to a club member, the only people who are allowed to act as P.I.C. of a Club airplane are Active Club Members

### ARTICLE I

#### SECTION I Definition of an "Active Member"

To become and remain an Active Member of the Club, an individual must meet the following requirements:

- (1) Complete a membership application as instructed thereon, and submit it to the Secretary of the Club.
- (2) Be approved by majority vote of the Board, after which, the Members will be given written notice of the applicant and a 48-hour period to comment on the applicant. Written notice to the Members will include, at a minimum, the name of the applicant and a summary of his or her flying experience. If three or more Members object to approval of the application, the application will instead be submitted to a majority vote of the Members present at the next monthly Club meeting. If fewer than three objections are received from the Members, the Board vote will be sufficient to approve the application.
- (3) Payment of a \$500 refundable membership fee.

- (4) Pay a onetime, non-refundable Initial Fee that allows the new member the right to fly Club aircraft. (See Rules Article I, Section I.)
- (5) Be current in all financial obligations to the Club. (See By-Laws Article II Section III).

#### SECTION II Definition of an "Inactive Member"

A Member may, with the approval of a majority of the Members of the Board of Directors, voluntarily become "Inactive" for up to 12 months (or longer at the discretion of the Board). An Inactive Member will be suspended from having to pay monthly dues, will forfeit voting rights, and will have no rights to use any Club equipment or facilities during the inactive period.

When a Member chooses to go on Inactive status, the purchase price of his membership in the club will be considered held in escrow by the Club and his membership "slot" will become available.

In the event of special or extenuating circumstances, an individual may be granted more than one term as an Inactive Member. (An example of such a case might be a college student asking to "go Inactive" for each term away at school.)

In order to "go Inactive", the Member must make a formal request to the Treasurer or Secretary and then settle any outstanding financial obligations. The request to become Inactive will be approved or denied by the Treasurer or Secretary, with confirmation of the decision by the Board at its next meeting.

In order to become an Active Member again, the Inactive Member must make a formal request to the Treasurer or Secretary. The request will normally be granted immediately and confirmed by the Board at its next meeting. If there are no membership openings, the member must remain Inactive on the waiting list to become Active, ahead of any new applicants. Inactive Members regaining Active status will be given credit for any Initial Fees previously paid.

#### SECTION III Definition of a Suspended Member

A Member may be suspended from Active status by a majority decision of the Board of Directors. Under these circumstances, the Secretary will notify the member in writing of the reason for the suspension and what his rights to appeal are.

Also, suspension will be automatic in certain cases wherein the financial requirements set forth in these By-Laws are not met. Automatic suspension will be brought to any member's attention on his billing statement, and will be considered rescinded as soon as his financial obligations are met.

A Suspended Member, will forfeit voting rights, will have no rights to use any Club equipment, and will not be liable for having to pay monthly dues for the period during which he is suspended.

#### SECTION IV Termination of Membership

Any member wishing to voluntarily cease membership in the club must notify the Treasurer or Secretary in writing. Upon such notification the Treasurer will review the member's account (taking into account his refundable fees) and determine if there is any outstanding debit or credit balance. Any outstanding debit balance must be settled before the membership can be considered terminated. Any outstanding credit balance will be sent to the former member by check within 30 days.

Any member who fails to comply with these By-Laws and Rules may be expelled from the Club and have his membership terminated by majority decision of the Board. Should this occur, the Treasurer will review the member's account (taking into account his refundable fees) and determine if there is any outstanding debit or credit balance. The member will be invoiced for any outstanding debit balance, which will be payable upon receipt. Any outstanding credit balance will be sent to the former member by check within 30 days.

#### SECTION V Alumni Membership

Any Active or Inactive member in good standing who has been or was an Active member for a minimum of ten (10) years and is no longer an active pilot, may become an Alumni member upon the following terms and conditions:

- A. The applicant must make a written request to the Board for Alumni membership, including an explanation of how/why they are no longer an active pilot (e.g., age, loss of medical, voluntary surrender of license/certificate).
- B. The Board may elect to approve the Alumni membership request with an affirmative vote of a majority of the Board.
- C. The Alumni member must donate their membership fee to the Club.
- D. The Alumni member must pay dues of \$10 per year, payable at the time their Alumni membership was approved by the Board and on the same date every year thereafter.
- E. The Alumni member will retain their Alumni membership, subject to these requirements, until their death, resignation, failure to pay dues for one year, or removal by a majority vote of the Board.

Alumni members may participate in any and all membership activities, but shall have no voting rights or flight privileges. They may retain their gate pass subject to Airport and Club requirements and/or demands. An Alumni member may not re-activate or otherwise become an Active member again without re-applying under the same terms and conditions then in effect for new membership applicants.

## ARTICLE II FEES, ASSESSMENTS AND DUES

### SECTION I Initial Fees

The initial financial obligations that must be met to become a Club Member are:

- (1) Pay a \$500 membership fee, refundable when the member leaves the club.
- (2) Payment of a non-refundable Initial Fee to be eligible to fly all Club aircraft (See Rules, Article I, Section I.)

In order to fly and act as P.I.C. in any Club aircraft, a Member must first pay the Initial Fee set by the Board (See Article II, Section I of the "Rules"), then satisfy the necessary training and experience qualifications of the FAA and of the Club.

Existing members who paid an "Initial Fee" and "subsequent fees" under Bylaw and Rule requirements effective prior to the adoption of these amendments will be eligible to fly all aircraft without any additional payment or refund of any Initial or subsequent fees.

### SECTION II Assessments

On occasion, there may arise the need to levy a special assessment on all members. Such assessment would be to pay for something the normal dues and flying fees could not be expected to cover. Any assessment that is levied against the membership will affect all members equally.

An assessment may only be levied in the following manner:

- (1) The Board must decide, by majority vote, that an assessment is necessary.
- (2) All voting Members must be sent notice of a Special Meeting that will take place to discuss the issue. This notice must contain a statement of the problems faced by the Club, and Board's opinion of the amount of the assessment it feels is necessary.
- (3) In order for the assessment to be levied, the majority of the Members at the special meeting must approve it.
- (4) Once an assessment has been levied, it will become a financial obligation on each Member, and the regulations regarding timely payment (including interest accumulation) will apply. Inactive or Suspended Members will be required to pay any assessments passed during their non-Active period, immediately prior to resuming Active status.

### SECTION III Monthly Dues & Flying Fees

Each Member of the Club will pay monthly dues in the amount set by the Board. (See Rules Article II, Section II.) Fees for flight time will be at the rates set out in the Rules Article II Section III. A statement of dues, flying fees and other financial obligations will be sent monthly to each Member.

Payment of each monthly statement is due within 30 days of the statement issue date. Any balance outstanding beyond 30 days from the statement date will accrue interest at a rate set forth in the Rules Article II, Section IV.

Any member whose monthly invoice outstanding balance exceeds the amount of their membership fee for more than 30 days shall have their membership automatically suspended without further action by the Board, including without limitation suspending online flight scheduling privileges and keycard access to the Club. To return to Active membership status, the account balance must be paid in full. Membership privileges will be reinstated upon receipt of payment in full by the Treasurer.

Any member notified of suspension who fails to settle their balance within 30 days, may be expelled from the Club as provided in Article I, Section IV of the bylaws.

Any member who cannot meet their financial obligations may appeal to the Board for more time to solve temporary problems. The Board may, with a majority vote, allow the member up to 90 days in which to meet their obligations, during which time the member remains Suspended. If the obligations are not met within the allotted time, the membership will be terminated.

### ARTICLE III BOARD OF DIRECTORS AND OFFICERS

#### SECTION I Number and Term

The governing body of the Club is a seven-member Board of Directors. Each Member of the Board will serve a two year term, beginning with the election process at the September Club meeting and ending two years hence on "election night".

The Secretary will issue notice in July to the effect that anyone who wants to seek a seat on the Board may make their desire known by notifying the Secretary in writing or email no later than August 1.

In August of each year, the Secretary will send notice to all voting Members of the Club detailing which Board Member's terms are expiring, and which Club Members are running for those vacancies. This notice will also provide all Members who cannot attend the September meeting with the opportunity to vote in writing.

At the September Club meeting each year, there will be an election to fill the seats of the Members of the Board whose terms expire that year. On even number calendar years, the terms of three Members will expire, and on odd number years the other four seats will be open to election.

Only Active Members may serve on the Board. A Member of the Board may serve any number of consecutive terms.

#### SECTION II Duties of the Board

It is the duty of the Board of Directors to conduct and govern the affairs of W.M.F.C. within the guidelines of the State Laws that effect such non-profit Corporation, and within the Club's By-Laws and Rules.

The Board of Directors will establish Rules with regard to the use and maintenance of aircraft and other equipment, and with regard to any other matters that may be in the best interests of the Club. These Rules will be kept in a formal manner by the Secretary. A copy of these By-Laws and Rules will be provided to each Club Member. Each Member will be given written notice of any change to the Rules as may be decided by the Board.

In the event of a vacancy occurring on the Board, the remaining Board Members will appoint an Active Member of the Club to serve out the rest of the open term.

### SECTION III Election of Officers

Immediately after each September meeting the new Board will meet and select people from among its ranks to serve in the positions of President, Vice-President, Secretary and Treasurer. Each Officer will serve a one-year term, from September meeting to September meeting.

The Board will discuss the duties of each Officer position and the suitability of each Board Member to serve in the various capacities, and then elect the Officers.

After selecting the new Officers for the coming year, the Board will also appoint a Chief Maintenance Officer (C.M.O.)

### SECTION IV Duties of the Officers

**President:** The President will preside at meetings of the Club, and at meetings of the Board. He will appoint committees as necessary to plan and carry out functions, and will serve as an ex-officio Member of such committees.

The President is responsible to communicate with any members as necessary to maintain Club By-Laws, Rules, and general order. When any Club Officer has need to talk to any Club Member regarding an infraction of the rules, the President is personally responsible to carry out the communication.

**Vice-president:** The Vice-President will assume the duties of the President in the latter's absence and will assist the President as needed.

**Treasurer:** The Treasurer will keep all the financial records of the Club. He will make a written report to the Membership at each regular meeting. Any Board Member may request further written detail at his or her discretion.

The Treasurer's monthly report must contain at least the following items:

1. Flight hours, year to date and monthly
2. Total income, expenses and net income for the month
3. The balance of all reserve accounts
4. A summary of engine reserve hours remaining
5. The current number of active and inactive members
6. A summary of all Club investments (CDs, etc.)

The Board may request an independent audit of the Club's financial records at any time.

The Treasurer will be responsible to see that each Member receives a monthly statement of his account with the Club. The Treasurer will not be charged monthly dues to help defray the time spent in compliance with the duties of the Office.

**Secretary:** The Secretary will be responsible for all Club correspondence, and for all non-financial record keeping. He will maintain the Club Membership records, and will be responsible for the paperwork involved in signing up new members, turning over all moneys collected to the Treasurer. He will keep a detailed record of all Club meetings. This record will be kept in an organized binder, with a copy available at the Club's meeting place. The Secretary will not be charged monthly dues to help offset the time used to perform these duties.

**Chief Maintenance Officer:** The C.M.O will be responsible to the Membership for the maintenance of all Club airplanes and other equipment, as detailed in Article IV, Section II of these By-Laws. He will be responsible for the indoctrination of all new Members into the day-to-day practices involved in using Club equipment and aircraft. Each month the C.M.O will not be charged monthly dues, to help offset the time involved in pursuit of Club duties.

## ARTICLE IV MAINTENANCE

### SECTION I PERSONNEL

The Club will have a maintenance organization with the following staffing:

1. A Chief Maintenance Officer who is a Club Member appointed by the Board. (The C.M.O. need not be a Board Member, but will be expected to attend all Board meetings.)
2. A Maintenance Officer for each airplane. A volunteer from among the voting Membership. The Chief Maintenance Officer will select all Maintenance Officers, with approval by the Board.

### SECTION II Duties

The C.M.O., working through his staff of volunteers, will see that all aircraft and all other Club equipment is kept in good operating order.

The C.M.O. will be encouraged to fly up to 2 hours per month at Club expense. This time is to be distributed among the various aircraft, and used to ensure that each plane is in fact being properly maintained.

Compensation for maintenance flight time by Maintenance Officers and Alternates will be at the discretion of the C.M.O.

The C.M.O., individual Maintenance Officers and their Alternates will determine how and where any needed maintenance and/or repairs are carried out on Club aircraft. Any maintenance on Club aircraft performed by members must be within the limitations prescribed by the F.A.A. regulations.

### SECTION III Expense Limits

The C.M.O. and Maintenance Officers will each have a limit to the amount of money they can spend on any one repair without getting approval from the Board. (See ARTICLE V, Section I of the Rules)

## ARTICLE V FINANCES

### SECTION I Ownership of Property

All property purchased by or donated to the Club will be considered owned by the West Michigan Flying Club, Inc.

### SECTION II Damage to Equipment

Each member is responsible for damage caused to any Club aircraft or other property being used by him or in his care, or for damage caused by his guest(s). Any such damage caused must be reported to the Board as soon as possible.

In the case of such damage, the member will automatically be assessed the cost of repair or replacement of the damaged property, up to \$1,000 or if commercially insured the total value of the insurance deductible. Any member wishing to dispute such assessment may appeal to the Board, then if necessary appeal his case to the membership at a regular meeting. Any such assessment will be added to a Member's account balance and the rules for timely payment will apply.

### SECTION III Reimbursement for Fuel and Oil

All Club aircraft rates are "wet". That is, the Club will reimburse the Member for fuel and oil purchased to fly and maintain the planes. The rate of fuel reimbursement may be capped at a dollar amount set by the Board in the Rules. Landing fees, fees for tie-downs, hangar or overnight stays, customs fees and the like are not reimbursable.

A Member must attach the original receipt for any such fuel or oil purchase to the back of the flight record for the flight during which the expense was incurred. Credit for such purchases will be given on the next monthly invoice, subject to audit by the Treasurer.

All fuel, oil etc. purchases must be initially paid for by the Member. Charging of expenses to the club by Members is not permitted.

#### SECTION IV Reimbursement for Aircraft Repair Expenses

When renting an aircraft, the Member understands that in the eventuality of mechanical problem(s), he may have to change his plans or cancel his trip. Since the Club is a non-profit organization run by volunteers, it can accept no responsibility for any costs incurred or inconvenience caused by such mechanical problems.

In the case of "off-home-airport" mechanical problems, a member should contact one of the following (in the order given) for authorization before having any repairs done:

1. The Chief Maintenance Officer
2. The Maintenance Officer for the particular aircraft being flown
3. The Club President
4. The Club Vice-President
5. Any other Board Member

A list of Phone numbers will be kept in each aircraft.

The Officer or Director contacted will, after consultation with others as needed, advise what action to take and/or what repairs will be authorized by the Club. If no contact is made and the aircraft is beyond 150 nm from the home airport, then the Member is authorized to spend up to a maximum set in the Rules Article V Section IV to have the problem diagnosed and/or repaired. However, if the problem concerns avionics, and the aircraft is capable of being flown legally in daytime VFR conditions with at least one working communications radio, this authorization does not apply.

Any repairs requested by a member must be initially paid for by that member. Reimbursement of expenses for which original receipts are turned in will be provided by the Club subject to compliance with the above conditions and satisfactory review by the Board.

#### SECTION V Reimbursement for Other Expenses

Any member who purchases small sundry items for the Club (e.g. cleaning supplies, coffee etc.) will be reimbursed for the cost of those items provided an original receipt is turned in to the Treasurer. Officers who incur expenses in the course of Club business will be reimbursed in the same way.

#### SECTION VI Purchase and Sale of Aircraft

The purchase or sale of any aircraft must first be approved by the Board. A Special Meeting will then be called to discuss the proposal, and it will only be adopted with the approval of a majority of Active Members present at the Special Meeting, plus any written votes submitted to the Secretary by Active Members unable to attend.

#### SECTION VII Appeal Procedures

Any right to appeal identified in these Bylaws must adhere to the following procedures:

1. Any appeal to the Board must be made in writing and submitted in person or via email to the Secretary within 7 days of the assessment or action giving rise to the appeal.
2. The appeal to the Board will be heard at the next regularly scheduled Board meeting, unless the next regularly scheduled board meeting is scheduled to occur less than seven days following submission of the appeal, in which case it will be heard at the following month's regularly scheduled Board meeting.
3. The President or his Board member designee will preside over the appeal and the Board will consider the appeal in the following manner:
  - a. The appellant will have an opportunity to explain themselves, offer documents, media, or other information in support of their position. They may also offer the explanation or information of witnesses in support of their position.
  - b. The Board or its designee, including without limitation its chief maintenance officer, may present any information and witnesses it wishes to present.

c. Following presentation of the information by both parties, the appeal will be closed. The Board, by majority vote (which need not be made at the time the appeal is heard), will make a written report of its factual findings and conclusions and email it to the appellant within 21 days.

4. Any appeal to the membership must be made in writing and submitted in person or via email to the Secretary within 7 days of the assessment, action, or Board decision, giving rise to the appeal.

5. An appeal to the membership will be heard at the next regularly scheduled membership meeting, unless the next regularly scheduled membership meeting is scheduled to occur less than seven days following submission of the appeal, in which case it will be heard at the following month's regularly scheduled membership meeting. In the event the appeal to the membership is from a Board decision, the membership will be provided with a copy of the Board's written report at least seven days prior to the membership meeting.

6. The President or his Board member designee will preside over the appeal and membership will consider the appeal in the following manner:

a. The appellant will have an opportunity to explain themselves, offer documents, media, or other information in support of their position. They may also offer the explanation or information of witnesses in support of their position.

b. The Board or its designee, including without limitation its chief maintenance officer, may present any information and witnesses it wishes to present.

c. Following presentation of the information by both parties, the membership may have a total of 30 minutes to ask questions and deliberate. A majority vote of the members present at the meeting will then be taken to either affirm or deny the assessment, action, or Board decision giving rise to the appeal. No absentee votes will be permitted. The members may not substitute an opinion or impose a result different than the Board.

7. Any failure by a member to follow these rules will result in the right to appeal being forfeit and otherwise dismissed.

## ARTICLE VI QUORUM AND MEETINGS

### SECTION I Board of Directors Meetings

The Board of Directors will meet prior to each regular monthly meeting of the Club Membership. A quorum for a Board of Directors meeting will be four (4) Members.

A majority vote at any meeting will decide all issues before the Board.

The Board can be called into special session by the President, or in his absence by the Vice-President, with three days' notice. An "immediate" special session can be called if notice is waived by all Board Members.

### SECTION II Membership Meetings

The Club Membership will meet in regular session once each month or as otherwise decided by the Board. The date and time of regular meetings will be in accordance with the Rules, Article I, Section II.

Special Meetings of the voting Membership may be called by the Secretary sending out a written notice sent no later than five days before the Meeting date. Any such notice of a Special Meeting will include a detailed explanation of the issue that is to be discussed and voted upon, as well as the date, time and venue of the meeting.

A quorum for voting at any Membership meeting will be 15% of the Active Members. A majority of the Members attending a meeting plus any mailed-in or e-mailed in (or other commonly accepted delivery method) votes will decide any issue voted upon.

#### ARTICLE VII INSURANCE

The Club is responsible to maintain suitable liability insurance to protect the Club and its Members from potential financial losses. Any major changes in insurance coverage, rates or carrier must be approved by the Board of Directors. A copy of the current insurance policy will be kept in the pilot's lounge available for Members' review.

Members are encouraged to purchase their own "Renter's Insurance" to protect themselves against financial liability.

#### ARTICLE VIII DISSOLUTION

The Club may only be dissolved with the majority vote of the Active Membership at a Special Meeting. Upon dissolution of the Club, the Officers will liquidate the assets of the Corporation and pay all existing debts and liabilities. If there is still a deficit, the members will be assessed the amount necessary to meet the debts. Any surplus will be distributed equally among the members of the Corporation.

#### ARTICLE IX AMENDMENTS

Any changes in these By-Laws must be approved by a majority of the Active Membership at a Special Meeting, including any votes submitted in writing.

## **RULES OF THE WEST MICHIGAN FLYING CLUB, INC.**

### **PREAMBLE**

These Rules set the day-to-day specific operating parameters of the West Michigan Flying Club, Inc. The Board of Directors of the Club has the power to set and change the contents of these Rules where specific money, time or other values are concerned. The Board cannot, however, add to, detract from or change the intent of these Rules.

The authority for these Rules is established in the Club's By-Laws, a separate document.

### **ARTICLE I MEMBERSHIP**

#### **SECTION I Initial Membership Fee**

Referring to Article I, Section 1 of the By-Laws: The refundable membership fee that a Member must pay to gain the right to fly club aircraft is \$500.00.

#### **SECTION II Scheduled Meetings**

Board of Directors meetings will be held at a time and place convenient to the Members of the Board, and will be open to all members.

Meetings of the general Membership will be held the second Monday of each month at 7:30 P.M. at the Club's facility, or at other times at the discretion of the Board.

Special meetings will be called and held as provided for in the various Articles of the By-Laws.

### **ARTICLE II FEES, DUES, AND RATES**

#### **SECTION I Initial Fees**

Referring to Article II, Section I of the By-Laws: The non-refundable fee that a Member must pay to gain the right to fly club aircraft is \$1,500.00.

#### **SECTION II Monthly Dues**

Referring to Article II, section III of the By-Laws: The monthly dues are \$59.00.

#### **SECTION III Aircraft Hourly Rates**

The following are the "wet" rates for Club Members to fly the Club aircraft:

C-150	\$78.00 per hour
C-172	\$99.00 per hour
C-177	\$112.00 per hour
M20J	\$165.00 per hour

#### SECTION IV Interest on Past Due Bills

Referring to Article II, Section III of the By-Laws: The interest that will be levied on all past due bills will be one and one-half percent (1-1/2%) per month on the unpaid balance.

#### ARTICLE III FLIGHT RULES

##### SECTION I Safety

Club aircraft must be operated in accordance with applicable F.A.A. regulations at all times.

Club aircraft may only be used for Members' pleasure and business purposes, and may not be used for any activity of a commercial nature, or for any illegal purpose.

##### SECTION II Check Out

Prior to soloing in each Club aircraft, each Member must be checked out by a Board-approved C.F.I. The checkout will include a check-ride and completion of the current board approved revision of the "WMFC Aircraft Checkout" form, and the endorsement for the checkout must be made in the Member's logbook. A copy of the checkout form must be uploaded to our online flight scheduling system and also provided to the Secretary. A list of Board approved C.F.I.'s will be posted on the Clubhouse bulletin board.

The Board may remove a pilot from flying status and require the completion of an additional checkout any time it is deemed necessary for a bona fide safety concern.

##### SECTION III Reservations

Flight reservations for use of the Club aircraft are to be made via [www.flightcircle.com](http://www.flightcircle.com). The Club Secretary will issue each active member access information for [www.flightcircle.com](http://www.flightcircle.com). Members are responsible to ensure that reservations are noted accurately, especially reservations made for flights planned far in advance.

Any member 15 or more minutes late for a flight reservation will forfeit that reservation if another Member is waiting to use the aircraft in question. A reservation may be removed from the aircraft and a \$40 fee be charged to the member after 30 minutes into a no show reservation. No member may have more than 3 reservations scheduled at any one time, nor have 2 or more aircraft reserved simultaneously, without prior approval from the Board.

As a courtesy, Members are requested to alter their reservations and make aircraft available when they are unable to keep a reservation, or if they return early from a trip.

##### SECTION IV Aircraft Away From Home Airport

Permission must be obtained from any two Board members before aircraft can be taken for flights exceeding the duration shown below:

C-150	2 days / 1 night
C-172	3 days / 2 nights
C-177	4 days / 3 nights
M20J	4 days / 3 nights

The Board may impose reasonable conditions upon reservations exceeding these limits, including without limitation imposing a minimum hours flown per day or minimum total hours flown during the reservation. Flying any Club aircraft into any foreign country, other than Canada, is prohibited without prior approval from the Board of Directors.

##### SECTION V Fuel Reimbursement Cap

Pursuant to Article V, Section III of the Bylaws, the rate of fuel reimbursement is capped at \$5.99/gallon, effective March 22, 2022.

### SECTION VI C-177 Checkout

In order to fly the C-177 Cardinal, a Club Member must have a check ride by a Board approved CFI. The endorsement for the check-ride must be in the Member's logbook.

### SECTION VII M20J Checkout

In order to fly the M20J, a Club Member must have at least a Private Pilot's license with 125 hours logged flight time, plus at least 25 logged hours in a retractable gear aircraft, or in lieu of the latter, 10 hours dual instruction in type; a check-ride in the aircraft with a Board approved CFI, and meet the insurance requirements for the aircraft. Current insurance requirements are:

"ANY BONAFIDE MEMBER OF WEST MICHIGAN FLYING CLUB, INC approved by named insured or their designee, provided that the pilot has valid medical and PRIVATE OR BETTER pilot's certificate and is properly rated and current under the applicable Federal Aviation Regulations for the operation involved."

### SECTION VIII Weather Conditions for Flight

No Member is allowed to fly any Club aircraft in weather with winds exceeding the plane's operating handbook limits, nor fly a Club aircraft in visibility or ceiling conditions exceeding the capabilities of either the aircraft or the Pilot.

### SECTION IX Animals in Club Aircraft

Animals, including but not limited to cats, dogs etc. may only be carried in Club aircraft if held on a passenger's lap or be placed in a proper case or cage. This means that for solo flight, any animal carried must be in a case or cage.

## ARTICLE IV SPECIAL RULES FOR STUDENT PILOTS

### SECTION I Student Checkout

A Club Member who is a student pilot must be checked out and certified by a Board-approved C.F.I. before he is allowed to fly solo in any Club aircraft.

Student pilots may be checked out in and fly the C-150, C-172 or C-177. (See Article III, Section VI of these Rules for qualification to fly the C-177.) Student pilots may not take any aircraft on overnight flights, nor fly solo after dark or under Special VFR rules unless specifically pre-authorized to do so by a Club-approved C.F.I.

### SECTION II Other Pilots on Board

No student pilot may fly a Club aircraft with another person on board, unless that person is a Board approved CFI.

### SECTION III Weather Minimums for Students

Student pilots may not operate Club aircraft solo when actual or forecast weather includes any of the following:

1. Visibility less than five (5) miles
2. Ceiling of less than 2,000 feet.
3. Any winds, or gusts, in excess of 15 knots.

## ARTICLE V GENERAL RULES

### SECTION I Expense Authorization Limits

The C.M.O. is authorized to spend up to \$2,500.00 on any one repair as he sees fit. Above this limit he must have Board approval.

A Maintenance Officer is authorized to spend up to \$300.00 on any one repair as he sees fit. Above this limit he must seek the approval of the C.M.O.

#### SECTION II Hangar and Lounge

Members must provide adequate supervision for any guest(s) they bring to the Club premises, for their own safety and to protect the Club's property.

Members and guests should limit the use of the computer to flight and Club related applications.

#### SECTION III Reporting Necessary Maintenance and Squawks

Members are responsible for reporting any maintenance needed on aircraft. The process for reporting maintenance is as follows:

1. Enter a detailed description of the issue in the "Squawk" tab in Flight Circle.
2. Send photograph(s) or videos of the issues to the C.M.O.
3. Contact any Member(s) who have the aircraft reserved.
4. Placard any inoperable equipment.

The Maintenance Officer or C.M.O. should then assume responsibility to update the squawk.

#### SECTION IV Authorization for Off-Home Field Maintenance

A Member is authorized to spend up to \$250 to diagnose and/or correct aircraft mechanical problems when away from the home airport, in accordance with By Laws Article V Section IV.

Bylaws amendments adopted December 9, 2019. Most recent Bylaw changes are to create rules for appeals of assessments. Rule changes address removing Lance information.

# PROFICIENCY REQUIREMENTS ADOPTED 2/9/2020, updated 8/13/21

## **Pilot Requirements to fly solo and or act as PIC in a West Michigan Flying Club**

In order for a member to fly solo or act as PIC in any WMFC aircraft (per FAA rules, club rules and/or insurance requirements), the member must:

1. Possess a current student, private, commercial or airline transport pilot certificate,
2. Hold a current third class (or higher) medical certificate, or provide appropriate BasicMed documentation,
3. Satisfy the FAA's flight review and currency requirements for the aircraft and flight conditions per FAR 61.56, and 61.57.
4. Have previously received an initial check-out, log book and Flight Circle endorsement from a club-approved, certificated flight instructor in the WMFC aircraft (or similar model with CFI designation that applies to this model).
5. Have completed one (1) hour of flight training within the prior 12 months. This can be with a CFI or other approved FAA training such as a 121 or 135 training program.
6. Within the previous 6 months flown a minimum of one hour of flight time as PIC. (this can be accomplished in any SEL or higher piston aircraft).
7. Student Pilots must have flown in the last 30 days to fly solo. A dual flight with a CFI is required when 30 days has passed.

In addition to these common requirements, the member must also satisfy the aircraft-specific requirements as defined below for each aircraft:

### **Cessna 150 N704DZ, Cessna 172 N20421, N91596 and N30860**

There are no additional requirements.

### **Complex WMFC Aircraft**

1. Hold at least a Private Pilot Certificate.
2. Have at least 125 hours of total logged flight time.
3. Ten hours minimum instruction if the member has less than twenty-five (25) hours of logged PIC flight time in retractable-gear aircraft or,  
One (1) hour minimum instruction if the member has logged more than twenty-five (25) hours of logged PIC flight time in retractable-gear aircraft.

### **Ongoing Currency Requirements for Complex Aircraft**

Members must log at least three takeoffs and landings in the same make and model\* as the insured aircraft in the preceding **90 days** or **log a minimum of three takeoffs and landings** in the same make and model Complex aircraft and obtain a written sign off from a Certificated Flight Instructor.

\*Logged PIC time in similar complex aircraft (will be specifically listed based on aircraft acquired) shall apply as same make and model as respects the above currency requirements.