



MIGHTY MULE FLYING CLUB
— EST. 2016 —

Mighty Mule Flying Club, LLC.
Warrensburg, MO

Part A By-Laws

Rev. 22 Nov 2024

ARTICLE 1 - ORGANIZATION

1. This organization shall be known as Mighty Mule Flying Club, LLC., a non-profit corporation organized under the laws of the State of Missouri, operated in accordance with and enjoying all privileges of non-profit corporations, and hereafter referred to as the "Club". This corporation is a mutual benefit corporation. As of the Fall of 2019, the MMFC has been awarded by the IRS 501 (c)(7) social club tax exempt status.
2. The organization shall have a seal which is included at the top of this document.
3. The purpose of the club shall be to promote and provide aviation education and recreation for its members' enjoyment.
4. The club or its members are in anyway making an association with the military or DOD organizations. Any relationship is incidental and not a part of any official ties or agreement to the Club.

ARTICLE II – PURPOSES

1. To own or lease and maintain one or more aircraft for the education, transportation and general use of the members of this Club.

2. To acquire, own, hold, sell, lease, pledge, mortgage or otherwise dispose of any property, real or personal, necessary to the operation of the Club.
3. To borrow money, contract debts, make contracts, and to exercise any and all such powers as a natural person could lawfully make, do, perform or exercise which may be necessary, convenient or expedient for the accomplishment of any of its objects or purposes, providing the same be not inconsistent with the laws of the State of Missouri, and to that end, enumeration of such powers as set forth shall not be deemed inclusive.
4. To advance the science of aeronautics, to develop aviation and to educate pilots in every way to safe operations.
5. To provide for its members convenient means for private flying and the improvement and maintenance of their flying skills at reasonable rates.

ARTICLE III - MEMBERSHIP

1. Membership in the Club is a voluntary privilege and all may apply who have an interest in aviation. The number of members in the club is limited by the Board of Directors, hereafter referred to as the "board", to a level that maintains acceptable aircraft availability. Membership in the Club is provisional and may be terminated by the board or the President at any time with or without cause and without recourse against the Club, any member, or any officer of the Club. Only members of the club are allowed to be the PIC, instruct in, or be in a position to log time in any club aircraft.
2. All membership applicants shall provide a completed membership application to the board for consideration as a member and shall also provide such other documents as requested consistent with the individual's airman certificate, as well as pay the membership fee for the type of membership sought. An applicant shall be granted membership only upon the consent of a majority of the board with the following stipulations:
 - a. All fees paid by applicants who are not approved for membership shall be returned within 30 days.
 - b. The Club will not disclose members' personal information to outside parties except as required by law, in the due course of business (such as for insurance purposes), or as necessary in the interest of safety. Members are not to disclose the club roster to outside parties or use the roster for any commercial purpose, with the exception of occasional training related announcements, without prior permission of the board.
 - c. Since early 2023 MMFC does not have a deposit or the like
 - d. All members shall be under the current Part A and Part B documents maintained on the club website regardless of the one in operation when joining the club.
3. There shall be five classes of memberships available: Flying Member, Family, Honorary, Inactive, and Social. The current membership fees and prices will be maintained in the current Appendix A on the club website. The classes shall have the following requirements, rights and responsibilities regarding voting, holding office, dissolution, redemption, recall, and transfer:
 - a. **Flying Members** must have a valid airman certificate, can have voting privileges, may participate in an election of the board and shall be eligible to hold an elected or appointed office or position in the Club. Flying Members incur a non-

refundable initial membership fee IAW Appendix A price list. Flying Members are entitled to fly aircraft consistent with their hours, airman certificate, medical certificate and good standing with the Club.

- b. **Family members** shall be the spouse or dependent of a Flying Member. Family members must reside with the Flying Member except for children temporarily living in a separate location while attending school on a full time basis. Family Members incur a non-refundable buy in IAW Appendix A price list. Family Members do not have scheduling priority. A Family membership shall be terminated at the request of the Flying Member Sponsor or when the Flying Membership is terminated. Family members must be sponsored by a Family Member. Family members must have a valid airman certificate, shall not have voting privileges, may not participate in an election of the board and shall not be eligible to hold an elected or appointed office or position in the Club. Family members are entitled to fly aircraft consistent with their hours, airman certificate, medical certificate and good standing with the Club.
 - c. **Honorary members** shall have no voting privileges, shall not be eligible to hold an elected office in the Club, and shall be eligible to hold an appointed position in the Club. Designated Honorary members are entitled to fly Club aircraft up to 10 hours per year consistent with their hours, airman certificate, medical certificate and good standing with the Club. Honorary members must be actively engaged in Club affairs and provide a valuable service to the Club to maintain their standing. If the honorary member is filling the role of a CFI inside the club, then an addition agreement between the club and the individual for variable costs of being a member.
 - d. **Inactive members** shall have no voting privileges, shall not be eligible to hold an elected office in the Club, and shall not be eligible to hold an appointed position in the Club. Inactive members were once active members who reached at least 12 months of active membership but put their membership in an inactive status to avoid having to buy back in when they want to go back to an active status.
 - e. **Social members** shall have no voting privileges; shall not be eligible to hold an elected office in the Club; and shall not be eligible to hold an appointed office in the Club. Social members should have a substantial interest in aviation and may be a former or prospective member. Social members are not entitled to fly club aircraft.
 - f. Unless otherwise stated in the Bylaws or Rules, the word "member" shall mean Flying Member, Family Member, and Honorary Members.
4. Any member may voluntarily surrender their membership in the Club at any time by providing 90 days' notice to the board. The member shall pay all outstanding dues and fees upon termination. Time spend as any other membership level other than Flying Member shall not count towards the required 12 months of membership. If a member surrenders their membership short of the 12 months as an active member they shall be assessed all fees and dues as if they were an active member for those 12 months at the rate of expected monthly dues. I.E. if a member requests to leave the club with only 10 months in good standing, they shall forfeit any flight block time and have an added 2

months' worth of monthly membership dues at the current rate assessed prior to being able to leave the club. Exceptions made on a case by case basis and with military orders in mind.

5. An existing member who wishes to retain membership in the Club but is not able or does not desire to fly may retain membership as an inactive member by request to the board. Inactive membership is intended for members who have become, or anticipate becoming, physically, mentally, legally or geographically unable to fly with the Club and anticipate being so for at least 6-9 months. Inactive membership is not available to members who simply do not like to fly in cold weather, as the club's fixed expenses covered by member's dues know no season. Inactive members who wish to become active members will be placed at the top of any membership waiting list. Inactive members who wish to immediately return to active status may do so if they kept up with dues required of an inactive member.
6. The board shall maintain a waiting list in the event that the amount of interested parties exceeds the available memberships in the Club. There shall be no fee to join the social membership or waiting list.
7. Regular membership in the Club denotes a non-exclusive ownership interest in the Club assets. Members are not entitled to the distribution of any operating surplus or net savings in the Club. All surplus remaining after all operating costs and other expenses are paid shall be retained by the Club to accomplish its purpose.
8. The Club shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations.
9. Members may not cause the Club to incur any obligation, for maintenance or other services, nor aircraft or equipment, without prior approval of a Club Officer.

ARTICLE IV - OFFICERS

1. The officers of the Club shall be: President, Vice President, Secretary, Treasurer and Maintenance & Safety Director. The five officers of the organization shall constitute the Board of Directors to conduct the business of the Club and shall represent the interest of the overall club membership. The Board shall also have the ability to set all club membership fees and prices and will notify the club when said prices change.
2. The duties for each position shall be as follows:
 - a. The **President** shall enforce the Bylaws and shall preside at all meetings of the Club and the Board of Directors and provide a means to annually audit the books of the Club. President has the final say in all club matters. President also shall assume the duties or delegate the duties of any vacant officer position. A new president will only be elected if the current President chooses not to continue to serve.
 - b. The **Vice President** shall assume the duties of the President upon incapacity or resignation of the President, as well as any other duties assigned by the Board of Directors.
 - c. The **Secretary** shall keep a neat and correct journal of the proceedings of the organization. The Secretary shall read the minutes of each meeting at each

succeeding meeting and maintain a record of attendance. The Secretary shall be responsible for all membership activities including selling new memberships, screening new applicants and executing contracts in accordance with Bylaws and Rules of the Club.

- d. The **Treasurer** shall handle the receipts and disbursements of the Club and shall report on the financial condition of the Club at each meeting. The Treasurer shall arrange for the preparation of an annual financial report, including a balance sheet, income statement and sources and uses of funds statement for each year's operations and submit it to Club members when completed by the auditor.
 - e. The **Maintenance & Safety Director** shall oversee all maintenance and safety activities in the Club. May or may not be the same person. Duties of the Maintenance & Safety Director shall include:
 - i. Maintaining the Club's aircraft in an airworthy condition, and for compliance with all Federal Aviation Regulations and Airworthiness Directives
 - ii. Maintaining all aircraft documentation, including all aircraft, engine, avionics and propeller logbooks
 - iii. Investigating all occurrences which cause any damage, except normal wear and tear, to Club owned equipment
 - iv. Maintaining a list of approved flight instructors
 - v. Recommending safe operating and flying procedures for the Club, as well as overseeing their implementation as appropriate
 - vi. Dissemination of appropriate training and flying information to the members
 - vii. Reviewing members' qualifications and currency as specified under the bylaws and rules of the Club.
 - f. The President and Treasurer shall have signature authority on all Club bank and credit accounts.
3. In accordance with the Federal Aircraft Regulations for aircraft registration, the President and at least 75% of the board must be U.S. Citizens.
 4. All Officers but the President shall have a two year term with no term limit.
 5. The election of Officers shall be held at the annual meeting each year for all offices that are up for election. All nominations will be closed prior to the call to vote. All Regular Members and Officers shall have one vote.
 - a. At the annual meeting, the membership may submit nominations for the positions to be filled. In the event there are insufficient nominations for the open positions, the President may appoint a nominating committee of three members to present a slate to the membership.
 - b. All uncontested offices may be confirmed by acclamation by a majority of the members present entitled to vote. Contested offices will be decided upon by written ballot.
 - c. Absentee ballots will not be used.
 6. In the event that any elected officer resigns, is incapacitated or is otherwise unwilling or unable to continue their duties:

- i. The position may be left vacant with its duties reassigned by the President; or
 - ii. The board may appoint a replacement for that position on an interim basis not to exceed 120 days by majority vote of a quorum the remaining board if enough board members remain to constitute a quorum. If insufficient board members remain to form a quorum then a unanimous vote is required.
 - iii. The interim board member may be affirmed for the remaining duration of the original term by vote of the general membership at a meeting held for such purpose with at least 30 days notice. The quorum for such vote shall be the members present that are eligible to vote.
 - iv. In the event that a quorum of the membership does not vote at such a meeting, the position shall be filled on an interim basis again as described in paragraph (i)
7. Upon completion of the election, the new board may appoint one or more positions or committees for the purpose of conducting Club business.

ARTICLE V - MEETINGS

1. The Club shall hold one annual meeting per year, one quarterly meeting or special meetings as necessary.
2. Three members of the board shall constitute a quorum for the transaction of business. If a quorum is lacking, the President shall have the authority to transact the business of the Club.
3. The annual meeting shall be held within 90 days after the end of the calendar year. Notice of the annual meeting shall be sent to the member's last known physical address or email address and shall normally be posted on the Club's website and social media.
4. The regular quarterly meeting, if held, shall be held on a date determined by the board and shall include the following business:
 - a. Call to order
 - b. Reading, correction and adoption of minutes of previous meeting
 - c. Financial report
 - d. Maintenance report
 - e. Safety report
 - f. Membership report
 - g. Committee reports if applicable
 - h. Unfinished business
 - i. New business
 - j. Adjournment
5. A Board of Directors meeting shall be held to review club operations, finances, and to address any member concerns or grievances at least every year or as needed. An officer who participates via teleconference shall be deemed "present." Annual, special, and regular meetings qualify as meetings of the Board of Directors as long as the quorum requirement is met. "Approval by the Board of Directors" is defined as approval of the majority number of the Officers present at any meeting of the Board of Directors.

6. A special meeting shall be held if an emergency arises such that a decision must be made before the annual meeting, the President or the Vice President, may call a special meeting upon 10 days' notice to the membership. Any action taken at a special meeting shall be binding on the membership.
7. Member attendance at meetings is voluntary. However, members in good standing are encouraged to attend all of the meetings and take an active role in the Club. All members, whether attending or not are bound by the decisions made at any Club meetings.

ARTICLE VI - MEMBERSHIP FEES, AIRPLANE USAGE RATES, AND MONTHLY DUES

1. All members are required to pay the membership fees upon application to join the Club along with the first month's dues. Current rates for fees and dues are listed in APPENDIX A on the club website.
2. Monthly dues are intended to cover fixed costs of the club whereas the aircraft usage rates are intended to cover operational costs including short and long term maintenance. Monthly dues and aircraft usage rates may be changed to reflect operational costs and financial needs of the Club on an as needed basis by the board.
3. Monthly dues are assessed in advance at the beginning of every month and are included with a statement of the previous months flying time. Any member whose unpaid balance is carried forward to the next month's billing cycle is classified as past due. The flying privileges will be suspended for any member who is past due until the current balance is paid in full.
4. In the event of unusual or extreme circumstances, the board is authorized to levy special assessments on the membership for the purpose of meeting such situations.
5. The board may award credits or discounts to any member based on service rendered to the club or in extenuating circumstances.
6. Reduction of membership fees, dues, flying hour cost, etc may be made for services rendered and approved by the club. I.E. if the Maintenance Officer works on club aircraft at a discounted rate or for free, an offset may be made to accommodate said work.
7. The club does not hire, direct, or maintain CFIs. The only requirement for CFIs the club has is for any required check out time to meet club check out requirements and/or insurance requirements. For example, 5 hrs in PA28 aircraft to be able to be added to the insurance for the purposes of being the sole manipulator of the airplane as a club member.
8. Also, the board or president may reduce flying hour costs for any member conducting a public service flight for the time that the public service is being conducted. For instance, flying a club aircraft in support of Angel Flight. All public service flights will be pre coordinated, preapproved, and the costs discussed prior to the flight occurring.

ARTICLE VII - ACCOUNTING PRACTICES AND EXPENDITURES

1. A statement shall be emailed by the 10th day of each month to all members who have incurred charges payable to the club as of the time of preparation of the statement.

2. Members are required to keep an active and current debit or credit card on file with the club if online billing is done, unless done through an online service such as PayPal. Members shall also have an active email account. If online billing is not done, members are expected to send checks to the Club or deposit their balance to the club checking account at F&C Bank, Warrensburg MO.
3. Dues, flying time, other charges and any previous balance carried forward will be charged to the card on file with the club. If a payment is returned as non payable, or the bill isn't paid by the 15th of each month, a 20% charge shall be added to the member's bill each month until settled. Flying privileges will be suspended for any member who is past due until the current balance is paid in full. Failure to pay may result in termination of club membership.
4. An electronic journal shall be kept of all payments by members indicating the bank deposit in which any payment was included. The sum of all member payments and other income included in a particular deposit shall be reconciled as equaling the amount of the bank deposit.
5. No cash asset account shall be opened or closed and no loan shall be applied for without the approval of the board.
6. The financial statements prepared by the Treasurer will adhere to and reflect continuous use of generally accepted accounting principles and will include an audit trail to all source documents. Flight Circle can be relied on instead of the below records. The chart of accounts shall include as a minimum the following:
 - a. Income:
 - i. Aircraft usage charges
 - ii. Membership dues
 - iii. New member fee income
 - iv. Interest
 - v. Aircraft sales
 - b. Fixed Expense:
 - i. Aircraft insurance
 - ii. Aircraft loan payments
 - iii. Annual Inspections
 - iv. GPS database subscriptions
 - v. Periodic licenses and registration fees
 - vi. Airport use charges and hangar fees
 - vii. Aircraft reservation system charges
 - viii. Accounting software charges
 - ix. Non-aircraft loan payments or expense
 - x. Taxes
 - xi. Office expense
 - c. Aircraft operating expense:
 - i. Oil
 - ii. Parts (for club-performed maintenance)
 - iii. Maintenance (non-club performed maintenance)
 - iv. Engine rebuilds/replacement

- d. Other:
 - i. Aircraft purchases
 - ii. Aircraft leasing
 - iii. Miscellaneous expense
 - iv. Membership deposits refunded to members
 - v. Club social activities
- 7. With the exception of expenditures to which the club is legally obligated, and parts purchases or approved maintenance services, no purchase may be made, no asset disposed of and no service contracted for an amount exceeding \$500 without the approval of the President.

ARTICLE VIII - DETERMINATION OF DUES AND AIRCRAFT USAGE RATES

1. Monthly dues shall be computed so as to cover anticipated fixed expenses, future aircraft purchases and upgrades, a base amount to cover annual inspections, and reserves. Monthly dues will be charged in advance with the previous month's aircraft usage rate charge. However, a portion of individual aircraft insurance and/or aircraft loan payments or allocatable purchase charges or anticipated upgrade expenses may be covered instead by:
 - a. Aircraft usage charges for a particular aircraft so as to cover that portion of the expense that is excessive compared to the average club aircraft; or
 - b. An additional monthly dues charge for members authorized to fly the aircraft in question.
2. Aircraft usage rates shall be "dry rates" (fuel not included with flying hour cost) to encourage economical flying (low power cruise to take care of club aircraft) and minimize the cost to the member. Usage rates shall be set based on anticipated expenses and flight time including the following:
 - a. Anticipated flight time
 - b. Anticipated maintenance expense and adjustments for past maintenance costs
 - c. Escrow for engine, propeller, and other Time-between-overhaul based expenses
 - d. Anticipated annual inspection cost in excess of the base amount covered under the monthly dues calculation
 - e. Insurance in excess of the base amount covered under the monthly dues calculation
 - f. Aircraft purchase-related or upgrade-related expenses in excess of the base amount covered under the monthly dues calculation
3. The formulas for monthly dues and aircraft usage rates, assumptions of all variable factors and estimated costs, and the resultant calculated dues and rates are to be developed, documented, and approved by the board at least once during the fiscal year. All documentation and calculations thusly approved shall be available to any member upon request.

ARTICLE IX - LIABILITY AND DAMAGE TO CLUB AIRCRAFT

1. The Club shall maintain insurance on all aircraft against damage to the hull from ground and flight damage, and liability insurance to protect the Club and its members against liability, actions, suits for damages, or judgements of third persons. The Board of Directors shall determine the adequacy of all insurance coverage. The Club assumes no responsibility to a member for the results of any act or omission while operating Club aircraft except for the protection afforded by such policy or policies of insurance carried by the Club.
2. Damage to any aircraft shall be promptly reported to the Maintenance & Safety Director. Members are directly responsible for the safe operation of any aircraft under their control. All aircraft are to be operated in accordance with the applicable Federal Aviation Regulations, the operating limitations of the aircraft as set forth by the manufacturer and Club Operational Rules. In the event of damage to a Club aircraft, its engine or equipment, in which damage is proximately caused by an act or omission of a Club member, such member shall be liable for the damage sustained and may be assessed the uninsured, non-reimbursable cost of repair or replacement.
3. If any member is found by the board to have caused loss, damage, destruction, or injury to the Club or its aircraft, engines, or equipment through gross negligence or willful violation of any regulation or rule of the Federal Government, any state or the Club or while under the influence of drugs, alcohol or other substances, the member or the member's estate will be held liable for all such loss, damage, or destruction.
4. Members involved in incidents or mishaps requiring insurance involvement are responsible for any insurance deductible and if found negligent can be charged up to an additional \$10,000 proportionally to time and flight time lost due to aircraft down time. I.E. if you broke it, and it causes other members to be without, you are responsible.

ARTICLE X - OPERATIONAL RULES

1. The Club Operational Rules are attached as Part B, incorporated by reference, and have the effect of the Club By-Laws.

ARTICLE XI - INDEMNIFICATION

1. The Club may, by resolution of the President or Board of Officers, provide for indemnification by the Club of any and all of its Directors or former Directors against expenses actually and necessarily incurred by them in connection with the defense of any action, suit or proceeding, in which they or any of them are made parties, or a party, by reason of having been Directors of the Club, except in relation to matters as to which such Directors shall be adjudged in such action, suit or proceedings to be liable for negligence or misconduct in the performance of duty and to such matters as shall be settled by agreement predicted on the existence of such liability for negligence or misconduct.

ARTICLE XII – DISTRIBUTION OF ASSETS UPON DISSOLUTION

1. In the event of the dissolution of this corporation, or in the event it shall cease to carry out the objects and purposes herein set forth, all the business, property, and assets of the corporation shall go and be distributed:
 - a. First, to general creditors of the Mighty Mule Flying Club, including those holding long term loans to the Club which will be paid back with interest to date;
 - b. Second, to Club members proportional to and not exceeding the amount of their refundable deposits, without interest; and
 - c. Last, to such non-profit charitable corporation, Municipal Corporation, or corporations, as may be selected by the board of directors of this corporation so that the business properties and assets of this corporation shall then be used for, and devoted to, the purposes of carrying on nonprofit aviation, and aviation safety, education. In no way shall any of the assets or property of this corporation, or the proceeds of any of the assets or property, in the event of dissolution, go or be distributed to members (except as stated in (b) above), either for the reimbursement of any sums subscribed, donated, or contributed by such members, or for any other such purpose, it being the intent in the event of the dissolution of this corporation, or upon its ceasing to carry out the object and purposes herein set forth, that the property and assets then owned by the corporation shall be devoted to the following nonprofit charitable purpose: Aircraft Owners and Pilots Association (AOPA) Safety Foundation.

ARTICLE XIII – AMENDMENTS

1. Any amendment or modification to these By-Laws shall require the approval of the President at a meeting called for such a purpose after 30 days written notice.
EXCEPTIONS - The Board of Directors may make decisions as to aircraft acquisition and disposition, set aircraft usage rates, the initial membership deposit, other Club or aircraft fee, and set monthly dues. PART A, B, or APPENDIX A may be modified at any meeting of the Club at which a quorum of the board is present or upon Presidential approval.
2. Any rule that is ambiguous, in question, not dealt with by the By Laws can be decided on by a meeting and voting of the board and subsequent inclusion into these rules for the club. This rule if called on, it can be dealt with inside the 30 day timeline mentioned above for expediency.

MIGHTY MULE FLYING CLUB, LLC. Adopted by unanimous vote of the Board of Directors and entered on the official records of the Club this 22 day of November, 2024, in Warrensburg, Missouri.

ATTEST:

//Signed//
Jeffrey E. Suhr - Member