

Prestige Worldwide Aviation LLC

Flying Club By-Laws

18 September 2022

ARTICLE I - PURPOSE

PRESTIGE WORLDWIDE AVIATION LLC., hereinafter referred to as the "Club" or by name, is an Illinois LLC organized for the purpose of providing for the social fellowship of the Club's members through the ownership of private aircraft for the members personal and recreational flying. The mission of the club is to promote the camaraderie and fellowship of pilots and provide well maintained aircraft for members' use at a reasonable cost.

ARTICLE II - MEMBERSHIP

1. Membership in the Club is a voluntary privilege. Membership in the Club is provisional and may be terminated by the Board of Officers with due cause as decided by the Board of Directors. Any member whose membership in the club is terminated shall have no recourse against the Club, any member, or any Officer of the Club.
2. All membership applicants shall provide a completed membership application to the Board of Officers for consideration as a Club Member and shall also provide such other documents as requested consistent with the individual's airman certificate, as well as pay the initiation fee.
3. An applicant shall be granted membership only upon the consent of at least 3 members of the Board of Directors, except in the case of a previous member who is re-applying, in which case approval is required by majority vote by the board members present at the next meeting of the Board of Officers.
4. All initiation fees paid by applicants who are not approved for membership for any reason shall be returned within 30 days.
5. 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.
6. Members are not to disclose the club roster to outside parties or use the roster for any commercial purpose, with the exception of occasional education related announcements, without prior permission of the board.
7. Good Standing: Member in Good Standing means that the member is current in the payment of the monthly dues and flying time. Non payment of Club dues or invoices may result in termination from The Club.

8. Voluntary Surrender or Removal: Any Member may voluntarily surrender membership in the Club at any time. In the event of voluntary surrender or removal the member must notify a Board member at least 30 days prior to surrender. The member must also be in good standing with the club in order to surrender their membership. Initiation fees are non-refundable after 30 days and may not be transferred.
9. Membership Ownership Interest: Membership in the Club denotes a non-equity ownership interest in the Club aircraft. 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.
10. Obligations: Members may not cause the Club to incur any obligation, for maintenance or other services, nor aircraft or equipment, without prior approval of the Board or a Club Officer.
11. Social Events: All members in good standing, regardless of classification, may, and are encouraged to attend all social events.

ARTICLE III – MEMBERSHIP TYPES

1. Club membership classifications are as follows:
 - a) Full: Full membership is open to all individuals of good moral character who are responsible and financially able to meet the obligations of the club, and who profess an interest in aviation. Full members, in good standing are entitled to hold office and to vote on all issues brought before the membership of the Club. Full members are entitled to fly aircraft at rates set forth in Appendix A, consistent with their hours, airmen certificate, medical certificate and good standing with the Club. Full members also have voting rights within the club.
 - b) Inactive: 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 a Board member. Inactive membership is intended for members who have become, or anticipate becoming, physically, mentally, legally, financially or geographically unable to fly with the Club and anticipate being so for at least 6 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 are independent of season. Inactive members will continue to be billed \$20 per month if they wish to hold their spot when they desire to return to an active status. Members may return to active status with no initiation fee. Inactive members do NOT have voting rights within the club nor roles as Board or Officers.
 - c) Social/Family: Family and friends of active members are encouraged to participate in social events within the club.

ARTICLE IV - MEETINGS

1. General Meetings are mandatory for all active members. Any member that is unable to attend the monthly meeting shall contact the club secretary by email and an excused absence will be granted. Attendance the active members at each meeting shall constitute a quorum.
 - a) Membership Meetings shall be held on a rotating Sunday each month.
 - b) General meetings may also be called for social events, safety meetings, and classes.
 - c) General meetings may also be called by any three officers upon the recommendation of any member wishing to organize the meeting for the purpose of information sharing among members and the Board of Officers.
2. Meetings of the Board of Officers: The Board of Officers shall meet to review club operations, finances, and to address any member concerns or grievances at least every three calendar months. The presence of The President and/or Vice-President plus four Club Officers is required to constitute a quorum and conduct club business. An Officer who participates via teleconference shall be deemed "present" by a majority vote of the Officers present in person. Organizational, special, and general meetings qualify as meetings of the Board of Officers as long as a the Officer quorum requirement is met.
 - a) "Approval by the Board of Officers" is defined as approval of the majority number of the Officers present at any meeting of the Board of Officers.
 - b) The general membership is encouraged to attend Meetings of the Board of Officers. The Board of Officers reserves the right to remove any member from such meeting if the member creates such a disturbance as to prevent the due process of the meeting.
3. Board of Directors Meetings: The Board of Directors meeting shall be held within 90 days of the end of the fiscal year. This is the Board's annual meeting. All Directors must be present to constitute a quorum at any Trustee meeting.
4. Any action taken at a special meeting shall be binding on the membership.
5. Meeting minutes will be recorded at all meeting types and will be communicated in the monthly newsletter.
6. All members, whether attending or not are bound by the decisions made at the Club Membership meetings.

ARTICLE V - ELECTIONS

1. The election of Officers shall be held on a biennial basis or as a club officer resigns or if a new position opens. All Full Members are eligible for nomination. All nominations will be closed prior to the call to vote. All ordinary Members and Officers shall have one vote.
2. At the Organizational 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.
3. 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 appropriate for the offices to be elected.
 4. Absentee ballots will not be used. Any member entitled to vote and unable to attend the election meeting may designate another voting member as a proxy. All proxies shall be designated and announced as such prior to the call to vote.

ARTICLE VI - BOARD OF DIRECTORS AND OFFICERS

The Board of Directors shall consist of a President, Vice President, Treasurer, Secretary/Club Manager. Club officers shall consist of the Board of Directors as well as a Safety Officer, Maintenance Officer and an Aircraft Captain for each aircraft. These officers combined shall comprise the Board of Officers. The Board of Officers are elected to represent the interests of the overall club membership. The term of office for the Officers begins immediately upon election and runs until the next election. No one person may hold more than two officer positions. The Officers shall be listed in Appendix B. The duties of each office are as follows:

1. **President:** The duties of the President shall be to preside at all meetings of the Club and of the Board of Directors; to oversee all work and activities of the Club; to sign with the Secretary and Treasurer, when necessary, all approved documents necessary for the proper function of the Club: contracts, notes, leases, mortgages, bills of sale, checks, etc.; to assist in the enforcement of these Bylaws; and to see that all the Club aircraft are properly covered by insurance protecting the Club, its members and passengers.
2. **Vice-President:** The duties of the Vice-President shall be to assist the President in his duties; in the President's absence, disqualification or resignation, to assume the duties of the President; and to organize all social functions.
3. **Treasurer:** The duties of the Treasurer shall be to collect from the Club members all initial fees, dues, flying time charges and assessments; to make all necessary and approved disbursements; to keep a record of all receipts, disbursements, assets and liabilities; to prepare necessary Federal and State reports; to maintain insurance records; to make approved investments with the Club's funds; and to make the monthly and annual Treasurer's reports to the Club as well as to maintain the Not for-Profit corporation charter.
4. **Secretary/Club Manager:** The duties of the Secretary shall be to keep the minutes of all meetings of the Club; to prepare and send out the monthly newsletter; to keep a record of the names and addresses of all Club members; and to perform such other functions as may be assigned by the Board of Directors. The duties of the Operations manager shall oversee activities and responsibilities of the welcome committee, hangar/supply manager, and all

aircraft captains. The Club Manager will be the primary point of contact for new member on-boarding, document collection.

5. Maintenance Officer: Maintenance manager will arrange and oversee all major maintenance activities to include, but not limited to: annual inspections, aircraft modifications, and any airworthiness discrepancies.
6. Safety Officer: The duties of the Safety Officer shall be to conduct periodic Safety and Club Education seminars, maintain SOPs, and disseminate current KLOT and/or airspace NOTAMs. They will also consult with pilot members, PWW board, and CFI's with regard to pilot performance issues, and to perform such other functions as may be assigned by the PWW Board of Directors
7. Hangar/Supply Officer: The duties of the Hangar/Supply Manager are to ensure the cleanliness of each hangar and ensure any hangar maintenance issues are resolved in a timely manner. You will also ensure all ample supply of any needed hangar items, such as (but not limited to): bulk aircraft cleaning supplies, soda and water in the refrigerators. You may be requested to fly any of the aircraft your are current/qualified on in order to pick up cleaning supplies from other airports. Supply flights must have approval from the Board of Trustees.
8. Aircraft Captain(s): Each aircraft captain will be to ensure the airworthiness and maintenance schedules are adhered to for each airplane. In addition, each captain will be responsible for maintaining the clean nature of their airplane. As an airplane captain, you may be requested to fly return-to-service flights after any maintenance and/or fly relocation flights if the airplane needs to be sent out to another airport for service. Maintenance flights will be with prior approval from the Board of Trustees. Captains must be private pilot or higher (instrument rated for 182) and must be current and qualified for the airplane they are assigned to. Qualification requirements can be modified at the discretion of the President.

ARTICLE VII - ACCOUNTING PRACTICES AND EXPENDITURES

1. Monthly statements to members: A statement shall be emailed by the 15th 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. Dues, flying time, other charges, and any previous balance carried forward are required to be received by the club by the 15th of each month. Statements not paid by the 15th of each month will incur a charge of 1.5% per month on the unpaid balance. The flying privileges will be suspended for any member who is past due until the current balance is paid in full. to pay may result in termination of club membership.
3. Handling of accounts receivable: An electronic journal shall be kept of all payments by members, fuel credits and other credits, 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. All payments submitted by members shall be deposited within 10 days of receipt.

4. Cash asset accounts and loans: No cash asset account shall be opened or closed and no loan shall be applied for without the approval of the Board of Officers.
5. Financial statements: 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. The chart of accounts shall include as a minimum the following:
 - a) Income:
 - i. Flight time charges
 - ii. Tie-downs and hangar rental
 - iii. New member share
 - iv. Interest
 - v. Aircraft sales
 - b) Fixed Expense:
 - i. Aircraft insurance
 - ii. Periodic licenses and registration fees
 - iii. Property insurance
 - iv. Airport use charges
 - v. Aircraft reservation system
 - vi. Utilities
 - vii. Non-aircraft loan payments or expense
 - viii. Taxes
 - ix. Office expense
 - x. Publications
 - xi. Aircraft operating expense
 - xii. Fuel credits
 - xiii. Parts (for club-performed maintenance)
 - xiv. Maintenance (non-club performed maintenance)
 - xv. Annual and/or 100 hour inspections
 - xvi. Engine rebuilds/replacement
 - c) Other Miscellaneous expense
 - i. Membership Initiation Fees refunded to members
 - ii. Aircraft purchases and loan payments
 - iii. Club social activities
6. Expenditures: With the exception of expenditures to which the club is legally obligated, and

parts purchases or maintenance services approved by the Maintenance Officer, no purchase may be made, no asset disposed of and no service contracted for an amount exceeding \$500 without the approval of the Treasurer.

7. All invoices and payments are final, no refunds will be approved unless authorized unanimously by the Board of Directors.

ARTICLE VIII - DETERMINATION OF DUES AND AIRCRAFT FLIGHT TIME HOURLY RATES

1. Monthly dues shall be computed to cover anticipated fixed expenses, future aircraft purchases and upgrades, a base amount to cover annual inspections, and reserves. 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) a. Flight time 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) b. An additional monthly dues charge for members authorized to fly the aircraft in question.
2. Non-High Performance/Complex flight time hourly rates shall be "wet rates" (fuel included with purchases reimbursable) and shall be set on anticipated expenses and flight time including the following:
 - a) Anticipated flight time
 - b) Fuel cost based on typical hourly consumption rates and the standard fuel reimbursement rate stated in Appendix A.
 - c) Anticipated routine maintenance expense and adjustments for past maintenance costs such as: 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.
Aircraft purchase-related or upgrade-related expenses in excess of the base amount covered under the monthly dues calculation
3. Complex/High Performance Aircraft shall be "dry rates" (no fuel included) and shall be set on anticipated expenses and flight time including what is listed in The formulas for monthly dues and aircraft flight time hourly rates, assumptions of all variable factors and estimated costs, and the resultant calculated dues and rates are to be redeveloped, documented, and approved by the Board of Officers at least once during the fiscal year. All documentation and calculations thus approved shall be available to any member upon request.

ARTICLE IX - TRUSTEES

1. The relationship of elected Board of Directors and Trustees is one of dual status, and, as such,

the officers have the same powers as Trustees under Illinois Law, including by way of illustration and not limitation, the power to remove members and to fill certain vacancies of Officers until the next Annual Meeting.

ARTICLE X - COMMITTEES

The Club shall have the following Standing Committees:

1. Accident Investigation Committee: The Accident Investigation Committee shall be co-chaired by the Club Maintenance Officer and Club Safety Officer and shall consist of those individuals and up to three other non-Officer Members appointed by the President. The Accident Investigation Committee shall be responsible for investigation of all club accidents or incidents. The Accident Investigation Committee is empowered to fix liability if the Board determines that such liability is warranted under the circumstances of the Accident or Incident. Any member who is assessed liability by the Accident Investigation Committee is entitled to a hearing of the circumstances before the membership at a Special Meeting called for such a purpose or at the Annual Meeting
2. Safety Committee: This committee is chaired by the Safety Officer and shall consist of all Certificated Flight Instructors authorized to give instruction in Club Aircraft. The Safety Committee is responsible for the review and implementation of safe flying practices and Continuing Education. Operation of any club aircraft in violation of applicable Federal Aviation Regulations or in an unsafe manner will not be tolerated.
3. Welcome Committee: to welcome new members and collect the needed paperwork as directed by the secretary.
4. Club officers are authorized to appoint as many Ad Hoc committees of Regular Members as are necessary to fulfill the Club purposes, erg, for the Club social activities.

ARTICLE XI - LIABILITY AND DAMAGE TO AIRCRAFT

1. Insurance: 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 judgments of third persons. The Board of Officers 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. All members shall carry non-owned aircraft insurance with coverage sufficient to cover the club's insurance deductible as listed in appendix A.
3. Damage to Aircraft: Damage to any aircraft shall be promptly reported to the Club Manager, the Club Maintenance Officer or any other Club Officer. 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.

4. In the event of damage to a Club aircraft, its engine or equipment, which damage is approximately 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.
5. Gross Negligence or Willful Damage: If any member is found by the Accident Investigation Committee 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.

ARTICLE XII - OPERATIONAL RULES

1. 1.The Club Operational Rules are presented to the Club as a separate document, Titled "Standard Operating Procedures", incorporated by reference, and have the effect of the Club By-Laws.
2. All members shall treat the aircraft, equipment and hangars as their own.
3. All members will be expected to participate in daily cleaning of the aircraft when returning from flights, participate in monthly deep cleanings of the aircraft and hangars.
4. Members are encouraged to participate in routine and non-routine maintenance activities, such as annual inspections, oil changes, etc.

ARTICLE XIII - AMENDMENTS

1. Any amendment or modification to these By-Laws shall require the approval of two-thirds of the voting membership present at a meeting called for such a purpose after 30 days written notice. EXCEPTIONS - The Board of Officers may make decisions as to aircraft acquisition and disposition, set hourly flying rates, the initial membership fee and High Performance/Complex or other designated aircraft fee, and set annual dues. A simple majority of the members present at any meeting called for such purpose may modify the Club Operational Rules or Appendix.

Ratification

These by-laws have been adopted by unanimous vote of the Board of Directors and presented to the membership quorum and entered on the official records of the Club this 18th day of September 2022 in the Village of Romeoville, County of Will, in the State of Illinois.

President:



Michael Weimer

Vice President:



Nicholas Anthony Benedetti

Treasurer:



Duane Hummell

Secretary:



Scott W. Hall

Appendix A

Aircraft Rates:

All aircraft rates are listed in Hobbs time unless an exception is noted otherwise:

Aircraft Type	Tail Number	Hangar	Rate/Type
Piper PA28-161	N21116	712	\$115/Wet
Bellanca BL8 Decathlon CS	N53818	709	\$150/Wet
Cessna 182 Skylane	N2003R	702	\$99.00/Dry**

*Tach rate

Insurance Requirements:

All aircraft are covered by full coverage liability and hull insurance sufficient for that aircraft. The liability insurance covers the club and it's assets, not individual club members. Club members are required to carry non-owned aircraft insurance with a \$5,000 hull coverage.

Instruction:

The Club does not provide instruction to members or non-members. Members may seek instruction in club aircraft with other members that hold the appropriate Certified Flight Instructor certificate and rating for the aircraft and instruction they wish to accomplish. Training and continuing education are highly encouraged.

Aircraft Checkouts:

Aircraft checkouts shall be performed by a club member CFI that is appropriately rated for the aircraft. Checkout flights shall consist of, at minimum, 1 hour of ground and 1 hour of flight time with at least 3 take-off and landings, maneuvers consistent with the pilot certificate held by the member, and correct engine management procedures. Individual aircraft may have additional requirements:

Aircraft	Certificate Requirement	Experience Requirement
Piper PA28	Student Pilot	As set forth by 14 CFR 61.87
Bellanca BL8	Private Pilot Pilot	10 hours time in BL8, Tailwheel endorsement.
Cessna 182	Private Pilot	100 Total time, high-performance endorsement, 50 hours time-in-type OR 10 hours dual instruction received in the club aircraft.

Aircraft Currency:

Each club member is responsible for maintaining currency in each aircraft they wish to fly within the preceding 45 days as required by the Club Insurance. See SOPs for further detail.

Appendix B

Club Officers

<u>Title</u>	<u>Name</u>	<u>Phone Number</u>	<u>Email</u>
President	Michael Weimer	630-209-4849	michael@flylewis.com
Vice-President	Tony Benedetti	630-456-0881	tony@flylewis.com
Treasurer	Duane Hummel	630-992-3542	duane@flylewis.com
Secretary/Club Manager	Scott Hall	708-227-4534	scott@flylewis.com
Maintenance Officer	Duane Hummel	630-992-3542	duane@flylewis.com
Safety Officer	Gary Budzak	630-267-1323	grybud1@gmail.com
Hangar/Supply Manager	Vince Carbonara	815-666-2420	vincent.carbonara@comcast.net
150 Captain	Jason Klann	608-438-0360	jason@pkwmotorwerks.com
Warrior Captain	Chris Reynoldson	708-250-8137	chrisreynoldson@yahoo.com
182 Captain	Scott Hall	708-227-4534	scott@flylewis.com

Committees

Accident Investigation Committee: President and/or Vice-President (Chair), Maintenance Officer, Safety Officer, Captain of the involved aircraft, and at least one other Club Officer. Pilot involved in the accident may NOT be a committee member. Should the accident involve a committee member, that member shall be replaced with another aircraft captain and a Full Member at the discretion of the President or Vice-President.

Safety Committee: Safety Officer (Chair), Club Manager, Maintenance Maintenance Officer, and all Aircraft Captains.

Welcome Committee: Club Manager (Chair), Hangar/Supply Manager, and all Aircraft Captains.

Ad Hoc Committees: To be assigned on a volunteer basis by the President or Club Manager.