

2016 Update

RACINE COUNTY LINE RIFLE CLUB, INC.

BYLAWS ARTICLE I

NAME, INCORPORATION, AND PURPOSE

Section 1.1 Name. The name of this corporation is Racine County Line Rifle Club, Inc., hereafter referred to as “RCLRC.”

Section 1.2 Incorporation. RCLRC is a nonstock, nonprofit corporation organized under Chapter 181 of the Wisconsin Statutes.

Section 1.3 Purpose. RCLRC is intended to be a non-profit, tax-exempt organization, with the purpose of promoting the common good and general welfare of the people of the community as a whole by among other things providing the community with supervised facilities for rifle, pistol and shotgun practice and instruction in the safe handling and proper care of firearms, and substantially all activities of RCLRC shall be for such purposes. No part of the net earnings of RCLRC shall inure to the benefit of, or be distributable to, its Members, Executive Board Members, officers or other private person, except to make payments and distributions in furtherance of the purposes set forth in this section.

Section 1.4 Offices. RCLRC shall have a registered office at all times in the State of Wisconsin. RCLRC’s current registered office is located at P.O. Box 71, Oak Creek, Wisconsin 53154, and the current registered agent is Cathy Schook. The current principal office of RCLRC is P.O. Box 71, Oak Creek, Wisconsin 53154. The Executive Board may from time to time change the registered agent, registered office, or principal office.

ARTICLE II MEMBERS

Section 2.1 Eligibility. Any citizen of good repute of the United States eligible for Membership in the National Rifle Association, who can legally possess a firearm and who supports the purposes of RCLRC shall be eligible for Membership in RCLRC.

Section 2.2 Membership Application. Perspective members should submit an application for membership to a member of the Executive Board. Applications for persons who have not attained the age of eighteen must contain written permission by the applicant’s parent or legal guardian. Further, a Full Member must cosign an applicant’s application. Submitted applications shall be voted on at the next scheduled Executive Board meeting. An application must be approved by all Executive Board members at such meeting. If one or more Executive Board members votes to reject the application, then the application will be held over for another vote at the next Executive Board meeting. If one or more Executive Board members votes to reject the

application at the second Executive Board meeting, then the application will be denied. Applications can be rejected for any reason other than the race, sex, religion, or politics of the applicant.

Section 2.3 Classes of Membership. All Members are either Associate Members, Full Members, Inactive Members or Life Members, as defined herein.

Section 2.3.1 Associate Member. All accepted Members begin as Associate Members. In order to become an Associate Member, prospective members must:

1. On request be given a copy of these bylaws together with an Application for Membership which shall be completed and returned with dues to the Secretary.
2. Be sponsored by a Full Member.
3. Receive no objection from any Executive Board member as to his or her admission into the club, subject to the procedure set forth in the preceding paragraph.
4. Pay an initiation fee and normal membership dues.

Associate Members do not have any voting rights. Additionally, Associate Members must be working toward Full Member status. Failure to meet any of the requirements in this Section 2.2, including but not limited to the requirement that an Associate Member work at least thirty three and one third (33 1/3) hours each year, with 10 of the said hours worked at RCLRC's annual public event, the Deersight, for RCLRC toward Full Member status, is grounds for termination of membership.

Section 2.3.2 Full Member. Any Associate Member may become a Full Member by working 100 hours within their first three years at RCLRC, with one-third (1/3) of said hours worked in each year, and 10 of the said (33 1/3) hours worked at RCLRC's annual public event, the Deersight. An Associate Member may also, with consent of a majority of the Executive Board, pay an additional one-time fee in lieu of their first 100 work hours and thus attain 1 (one) voting right (the amount of such fee as provided by a vote of the majority of the Executive Board Members and used where work hours cannot reasonably be fulfilled- such as, but not limited to, the distance of the Associate Member's residential distance from the Club's facilities, a disability, job function, etc.). Full Members may continue to perform work for the RCLRC, attaining one additional voting right for each one hundred (100) hours worked. Full Members may further continue to work towards a Life Member status by attaining one thousand & five hundred (1,500) work hours.

Section 2.3.3 Life Member. Any Full Member may become a Life Member by attaining one thousand & five hundred (1,500) work hours, under no specified period of time or, attaining the age of 65 years. Life Members are no longer required to pay dues or work hours. Proof of NRA membership is still required.

Section 2.3.4 Inactive Member. Any Full Member may appeal to the Executive Board to suspend his/her membership due to their job requirements, illness, service in the Armed Forces or other personal reasons. The applicant's Full Member status is placed on hiatus, gate

access, voting rights and dues responsibilities are suspended until such time the applicant reapplies. Upon consensus by a majority of the Executive Board, his/her Full Member status shall be reinstated.

Associate Members, Full Members and Life Members are collectively referred to herein as “Members,” except where express distinction is made.

Section 2.4 Membership Dues. Annual dues for Members shall be payable on or before the first day of March, and proof of Membership in the National Rifle Association must be submitted with Membership dues. The dues for a new Member are to be prorated the portion of the year remaining. Dues for a Member who has not attained his or her 19th birthday shall be one-half (1/2) the rate for Members. Dues shall be utilized by the RCLRC for: maintenance of the range, equipment, Club facilities or for any other purpose which supports the purposes of RCLRC stated in Section 1.3. The dues for a Member may be waived by the Executive Board based upon the financial need of the Member or in exchange for the Member’s services to RCLRC. Members who have logged 1,500 hours or more of work for the RCLRC shall be excused from paying Membership dues, and Members may pay additional dues in lieu of performing work for the RCLRC as provided by a vote of the majority of the Executive Board Members.

Section 2.5 Member Identification. Upon admission and payment of dues, the Secretary shall provide to new Members an identification badge card and gate access. Members who have not attained his or her 19th birthday shall not be provided gate access.

Section 2.6 Annual Meetings. The RCLRC shall hold an annual meeting for the election of the Executive Board Members as provided by these bylaws and for the transaction of other business as may properly come before the meeting, at a time and place to be determined by the Executive Board but in no case later than the last day of February of each calendar year. Notice of the time and place of the annual meeting shall be sent by mail to all Members and posted in the Clubhouse by the Secretary no less than thirty (30) days before the meeting. The Notice shall also contain a list of candidates for nominations for officer positions.

Section 2.7 Special Meetings. Special meetings may be called by the President, a majority of the Executive Board, or on demand in writing to the President, which writing shall state the object of the special meeting and be signed by not less than twenty five (25) Full Members eligible to vote. Notice of the time, place and object of such special meeting shall be fixed by the President. The Secretary shall send such notice by mail to all Members and post the notice in the Clubhouse no less than thirty (30) days prior to the special meeting.

Section 2.8 Quorum. At the annual meeting, the number of Full Members present shall constitute a quorum. At any special meeting, at least twenty five (25) Full Members eligible to vote shall constitute a quorum.

Section 2.9 Voting Rights. Each Full Member who has attained the age of eighteen shall be entitled to at least one (1) vote in the election of Full Members to the Executive Board. To vote at a meeting, the Full Member may be present or, request an absentee ballot from the Executive

Board; proxy voting is not allowed. A Full Member may increase the number of his or her votes by providing work for the RCLRC. Each one hundred (100) hours of work provided by the Full Member shall increase the number of the Full Member's votes. No Full Member shall have more than five votes.

Section 2.10 Manner of Acting. The act of a majority of the Full Members eligible to vote at the annual meeting or any special meeting at which a quorum is present shall be the act of all Members, unless the act of a greater number is required by law or the articles of incorporation or these bylaws.

Section 2.11 Privileges of Members. Full Members in good standing shall have the privilege of voting as well as the opportunity of being elected to a position on the Executive Board and to committees created by the Executive Board. Members in good standing who comply with regulations passed by RCLRC shall have the privilege of competing in any tournament, match or other activity conducted on the club range. Members shall have the further privilege of shooting practice when such practice can be conducted in a safe manner and when it does not conflict with military use of the range facilities. Junior members shall have such privileges only under the supervision of a Member. Members shall have the use of the picnic area provided that the area is cleaned immediately after such use. Finally, Members have the privilege of inviting prospective members or friends to occasional use of range facilities provided they are accompanied by the Member and conduct themselves in a safe manner. Such guest shall not be a former Member who was expelled for nonpayment of dues or any other reason, or a Member currently under suspension. Full and Associate Members on inactive membership status, who are students, military personal or who are temporarily on leave or vacation from a distant work assignment, shall be granted access to the range only when accompanied by another Full or Associate Member who is in good standing.

Section 2.12 Duties of Members. It is the duty of each Member to assist in every feasible manner promoting the Purpose of RCLRC as set forth in these bylaws, and to act at all times in a manner befitting a sportsman and good citizen. It is the duty of each Member to conduct oneself in as safe a manner as possible while on the range and when in the possession of a firearm.

Section 2.13 Membership Suspension and Termination. Any Member's Membership maybe suspended or terminated for cause by the Executive Board at a special meeting or Executive Board meeting called for that purpose, after the Member has been informed of the charge against him or her and has been given a reasonable opportunity to answer the allegation in writing or otherwise present his or her defense against the allegation. Suspension or termination "for cause" includes, but is not limited to: failure to meet the requirements of an Associate Member or Full Member, as the case may be and as set forth in Section 2.3, delinquent payment of Membership dues or other assessments, or failure to provide proof of Membership in the National Rifle Association. A majority vote of the Executive Board or a three-fourth ($\frac{3}{4}$) majority of any Committee of the Executive Board created for such purpose is required to sustain charges and fix any penalty. Upon involuntary termination of Membership, a Member's application for reinstatement will be denied for at least five (5) years. Upon termination by the Executive Board, the Member shall immediately return his or her identification badge and all other property of the

RCLRC. Any Member whose Membership is involuntarily terminated shall be denied privileges for a period to be determined by the Executive Board, but in no case less than 5 years. Any Member may voluntarily terminate his or her Membership by written letter to the Secretary. Such Member shall also return his or her identification badge and any other RCLRC property. No dues may be refunded upon the termination of a Member's Membership, whether such termination is voluntary or involuntary.

Section 2.14 Membership List. A list of all Members, including the Member's name, address, and telephone number will be made available to the Executive Board. The Membership list may not be sold, given away, duplicated, or used for personal business or any non-corporation mass mailings. Abuse of this list is cause for Membership termination.

Section 2.15 Loan Certificates. To the extent a Member makes a cash contribution to the RCLRC in addition to the payment of the annual dues, such cash contribution shall be treated as a no interest loan to the RCLRC and shall be reflected by a loan certificate setting forth the amount of the contribution. Loan Certificates may be redeemed by a Member in exchange for a distribution of cash from the RCLRC, in an amount not exceeding the face value of the Loan Certificate, upon a majority vote of the Executive Board members or upon a liquidation of the RCLRC.

ARTICLE III EXECUTIVE BOARD

Section 3.1 General Powers. The business affairs and property of RCLRC shall be managed by the Executive Board. The Executive Board shall have all the powers permitted by Chapter 181 of the Wisconsin Statutes, except as limited by the articles of incorporation or these bylaws.

Section 3.2 Number and Tenure. The Executive Board shall consist of eight (8) or less Executive Board Members when there are not more than One Hundred (100) Members of RCLRC, or eleven (11) or less Executive Board Members when there are between One Hundred One (101) and Two Hundred (200) Members of RCLRC, and in no case more than fifteen (15) Executive Board Members when there are more than Two Hundred One (201) Members of RCLRC. Two (2) additional Full Members shall be elected to serve as "Alternate" Board Members in the event an Executive Board Member resigns or is relieved. The elected Executive Board Members shall hold office for two (2) years, the Alternate Board Member shall serve for the balance of the year in which they are elected. See also Section 3.4. The terms of office shall be arranged so that one-half (1/2) of the Executive Board Member positions shall expire at each annual meeting of the Members.

Section 3.3 Election to Executive Board. Executive Board Members shall be chosen from Full Members, and the election of Full Members to the Executive Board shall occur at the annual meeting of the membership. The President shall arrange to notify the Members of the time/date/location of the Annual Meeting and appoint a nomination committee ninety (90) days prior to the Annual Meeting, to canvas the membership for candidates to the Executive Board. When possible, fifty (50) percent more candidate nominations than positions open shall be

submitted. At each such Annual Meeting, nominations shall also be requested from the floor to fill vacancies on the Executive Board. Candidates for these vacancies shall be nominated by at least two Members followed by a vote of Full Members present at the meeting on all nominated candidates. The candidates receiving the most votes shall fill the vacancies and two candidates receiving the next highest (after vacancies have been filled) shall become the “Alternate” members of the Executive Board. For example if there are five vacancies on the Executive Board, then the candidates receiving the five highest number of votes shall be elected to the Executive Board. Full Members can vote for more than one candidate with subsequent voting to the extent necessary to eliminate ties among candidates.

Section 3.4 Vacancies. If a vacancy occurs among the Executive Board prior to the expiration of the Full Member’s term (because of the Member’s death, resignation, disqualification, removal or any other reason), the President shall appoint an alternate Executive Board Member to fill the unexpired term.

Section 3.5 Removal. A majority of the Full Members voting at a meeting at which a quorum is present may remove a Executive Board Member for cause or not for cause.

Section 3.6 Annual Meetings. The Executive Board shall hold an annual meeting with the Members as determined by the members of the Executive Board. Thereafter, the newly elected Executive Board shall meet within ten (10) days of the annual meeting of the Members to elect the Board Officers. The first meeting of the new Executive Board shall be held within thirty (30) days thereafter.

Section 3.7 Monthly Meetings. The Executive Board shall hold monthly meetings to conduct such business as may properly come before the Executive Board. The meeting places and dates shall be informally chosen by the Executive Board at its first meeting following the election of officers.

Section 3.8 Special Meetings. The Executive Board may hold a special meeting called by the President, on reasonable notice. A special meeting may also be held on demand, in writing, by no less than twenty five (25) Full Members. Notice of such meeting shall be fixed by the President, with notification given to the Members no less than thirty (30) days prior. The costs for such notifications shall be evenly divided between the twenty five (25) or more Full Members demanding such meeting.

Section 3.9 Quorum. At any Executive Board meeting, a majority of Executive Board Members shall constitute a quorum.

Section 3.10 Manner of Acting. The act of a majority of Executive Board Members present at a meeting at which a quorum is present shall be the act of the Executive Board, unless the act of a greater number is required by law or the articles of incorporation or these bylaws. Each Executive Board Member is entitled to one (1) vote. Alternate Executive Board Members are allowed a voice at meetings, but are not entitled to vote unless they are filling an unexpired term of an Executive Board Member.

Section 3.11 Presumption of Assent. An Executive Board Member who is present at an Executive Board Meeting at which an action on a corporate matter is taken shall be presumed to have assented to the action taken unless his or her dissent is entered in the minutes or unless he or she files a written dissent with the Secretary before the meeting is adjourned, or by forwarding such written dissent to the Secretary immediately after the adjournment of the meeting. The right to dissent does not apply to an Executive Board Member who votes in favor of the action.

Section 3.12 Committees. The Executive Board may designate one or more committees for any purpose. Any such committee shall have and may execute such powers as are provided in the Executive Board resolution designating the committee and such resolution may be amended and supplemented from time to time. Each committee shall have a presiding officer from its Members, fix rules governing the conduct of its activities, maintain records and make reports to the Executive Board of its activities as requested by the Executive Board.

Section 3.13 Unanimous Consent. The Executive Board may take action outside of a meeting, but only if the action is set forth in a written resolution signed by all Executive Board Members entitled to vote on the proposed action.

ARTICLE IV OFFICERS

Section 4.1 Number, Qualifications and Term. The principal officers of RCLRC shall be the President, Vice-President, Secretary, and Treasurer, each of whom shall be elected by the Executive Board and each of whom shall be an Executive Board Member. The Executive Board may create such other offices as it deems desirable and prescribe the respective duties and may abolish the same at any time. The term for each office shall be one year with no limitations as to the number of terms a Member may serve in an office.

Section 4.2 Duties. The duties of the officers are those enumerated herein and any further duties as designated by the Executive Board. The duties described herein for particular officers may be transferred to and vested in other officers as the Executive Board shall from time to time elect or appoint, and for such periods or without limitation as the Executive Board shall from time to time order.

Section 4.3 Election and Term of Office. The officers of RCLRC shall be determined at the first meeting of the Executive Board. Elected officers shall serve until the following annual meeting or until successor officers have been elected.

Section 4.4 Suspension and Removal. Any officer may be suspended or removed for any cause deemed sufficient by a unanimous vote of the Executive Board Members present at any meeting of the Executive Board, not including such Executive Board Member under consideration for suspension or removal.

Section 4.5 Vacancies. Any vacancy in any principal office (due to death, resignation,

removal, disqualification or any other reason) shall be filled by the Executive Board for the unexpired portion of the term.

Section 4.6 President. The President shall: (a) preside at all meetings of the RCLRC and Executive Board, (b) be a Member, ex-officio, of all committees, (c) act as a liaison between the RCLRC, State of Wisconsin Range Custodian and Wisconsin Electric Power Company regarding their involvement with the Range facility and shall inform and direct the Executive Board of any decision or programs for the Range, facilities or property; and (d) perform all duties as usually pertain to his or her office, including general supervision and control of all business affairs.

Section 4.7 Vice-President. The Vice-President shall perform the duties of the President in his absence or at his request.

Section 4.8 Secretary. The Secretary shall: (a) have charge of all RCLRC archives, (b) attend to all proper publications and notifications for RCLRC normal business, (c) act as a liaison with the Treasurer and perform publication and notification duties as may be requested by the Treasurer of Executive Board, and (d) perform such duties as may pertain to his or her office, including acting as Secretary to the Executive Board and at any general membership meeting.

Section 4.9 Treasurer. The Treasurer shall: (a) have charge of all RCLRC books, (b) maintain records of dues and other financial obligations of all Members, (c) issue checks in payment for all routine and special purchases by committees and as approved by the Executive Board.

Section 4.10 Bonds. All Members handling monies of the RCLRC shall be bonded in an amount to be determined by the Executive Board. The fee for such bonding shall be paid by the RCLRC.

ARTICLE V CONTRACTS, LOANS, CHECKS AND DEPOSITS

Section 5.1 Contracts. The Executive Board may authorize any officer or officers to enter into any contract or execute or deliver any instrument in the name of and on behalf of RCLRC. Such authorization may be general or specific. In the absence of any designation to the contrary, all deeds, mortgages and instruments of assignment or pledge made by RCLRC shall be executed in the name of RCLRC by the President (or Vice-President) and by the Secretary, and when such documents are so executed, no other party to such instrument or any third party shall be required to inquire into the authority of the signing officer or officers.

Section 5.2 Debt. Unless authorized by or under authority of a resolution by or under the Executive Board, no indebtedness for borrowed money shall be contract on behalf of RCLRC and no evidences of such indebtedness shall be issued in its name. Such authorization may be general or specific.

Section 5.3 Checks, Drafts, Etc. All checks, drafts, or other orders for payment of money, notes or evidences of indebtedness issued in the name of RCLRC shall be signed by such officer or officers and in such manner, including facsimile signatures, as shall be determined by or under a resolution of the Executive Board from time to time.

Section 5.4 Deposits. All funds of RCLRC not otherwise employed shall be deposited to the credit of RCLRC in such banks, trust companies, or other depositories as may be selected by or under the authority of a resolution of the Executive Board.

**ARTICLE VI
EXECUTIVE BOARD AND OFFICERS: LIABILITY AND INDEMNITY;
TRANSACTIONS WITH RCLRC**

Section 6.1 Liability of Executive Board and Officers. No person shall be liable to RCLRC for any loss or damage suffered by it on account of an action taken or omitted to be taken by him, in good faith, as an Executive Board Member or officer, or of any other corporation which he or she serves as Executive Board Member or officer at the request of RCLRC, if such person: (a) exercised or used the same degree of care and skill as a prudent person would have exercised or used under the circumstances in conducting his or her own affairs, (b) took or omitted to take such action in reliance upon advice of counsel for the RCLRC for upon statements made or furnished by officers or employees of RCLRC which he or she had reasonable grounds to be true. The forgoing shall not limit other rights and defense to which such person may be entitled as a matter of law.

Section 6.2 Indemnity of Executive Board and Officers. Every person who is or was a Executive Board Member or officer of RCLRC, shall (together with his or her heirs, executors or administrators of such person) be indemnified by RCLRC for all costs, damages and expenses asserted against, incurred by or imposed upon him or her in connection with or resulting from any claim, action, suit, including criminal proceedings, to which he or she is made or threatened to be made party by reason of his or her service as an officer or Executive Board Member of RCLRC, except in matters as to which recovery shall be had against him or her by reason of his or her having been fully adjudged in such action, suit or proceeding to have been guilty of fraud in the performance of his or her duty as officer or Executive Board Member of RCLRC. In any criminal action, suit or proceeding, a conviction or judgment of any kind shall not be deemed an adjudication that the Executive Board Member or officer is guilty of fraud in the performance of his or her duties to RCLRC, if such Executive Board Member or officer was acting in good faith in what he or she considered to be the best interest of RCLRC with no reasonable cause to believe such actions were unlawful. RCLRC, by the Executive Board, may indemnify in like manner, or with any limitations, any employee or former employee of RCLRC with respect to any action taken or not taken in his or her capacity as an employee. The foregoing rights of indemnification shall be in addition to any and all rights to which such officers, Executive Board Members and employees may be entitled as a matter of law.

Section 6.3 Transactions with RCLRC. No contract or other transaction between RCLRC and any one or more of its Executive Board Members, officers or any other corporation, firm,

association or entity in which one or more Executive Board Member or officer is financially interested, shall be void or voidable because of such relationship or because the Executive Board Member or officer is present at a meeting of a board of directors or committee thereof which authorizes or approves such contract or transaction because his or her votes are counted, if (a) the relationship is disclosed to the board or committee which authorizes or approves the contract or transaction by a vote or consent sufficient for the purpose without counting the vote of the interested Executive Board Member or officer; or (b) the contract or transaction is fair and reasonable to the corporation. Interested Executive Board Members or directors may be counted for the purpose of constituting a quorum for a meeting at which the Executive Board or officers authorize or approves the contract or transaction. This Section shall not be interpreted to invalidate any contract or transaction which would otherwise be valid under the common or statutory laws applicable thereto.

ARTICLE VII GENERAL

Section 7.1 Seal. RCLRC shall not have a corporate seal.

Section 7.2 Fiscal Year. The fiscal year of RCLRC shall end on the last day of December each year.

Section 7.3 Order of Business. The following shall be the regular order of business at all meetings of the general membership and Executive Board:

- (a) Roll Call (for Executive Board) or Call to Order (for general membership, annual or special meetings);
- (b) Acceptance of new members or introduction of guests (whichever is applicable);
- (c) Election of officers (if required);
- (d) Reading of the minutes of the last meeting;
- (e) Filling vacancies (if required);
- (f) Report of officers;
- (g) Report of committees;
- (h) Election of Executive Board (if required);
- (i) Old business;
- (j) New Business;
- (k) Good of the Order and
- (l) Adjournment.

Section 7.4 Rules of Order. Robert's Rules of Order shall govern all deliberations at all meetings of the membership and the Executive Board in all cases in which they are applicable and in which they are not inconsistent with the bylaws of the RCLRC.

Section 7.5 Amendments. These bylaws may be amended at any time by the Executive Board with the concurrence of Full Members eligible to vote. Such amendment shall be submitted in writing by any Member to the Executive Board. Such amendment shall be read to the Members

at any two (2) consecutive annual or special meetings called for that purpose and held no less than one hundred eighty (180) days apart. Debate may be held at both meetings, provided however that a vote for final adoption will be only allowed after the final reading. If no motion of dissent is raised before the final reading of said amendment a two thirds (2/3) majority vote by those present and eligible to vote shall cause such amendment to be adopted forthwith. Amendments moved and adopted to the original bylaw amendment submitted shall have the effect of causing the meeting at which they were adopted to become the first of the two (2) required aforementioned meetings. The Secretary shall cause to have copies of such amendment published and available to the membership by posting the same in the clubhouse.

ARTICLE VIII DISSOLUTION & LIQUIDATION

Section 8.1 Vote for Dissolution. RCLRC shall dissolve upon a vote of two-thirds of all Executive Board members following notice to the Members and a meeting on the issue in which all Members may participate.

Section 8.2 Distribution of Assets Upon Dissolution. Upon a vote by the Executive Board to dissolve RCLRC, the following steps shall be taken by the Executive Board:

Section 8.2.1. Satisfy, to the best of RCLRC's ability, all liabilities and obligations of RCLRC including amounts outstanding to Members on Loan Certificates;

Section 8.2.2. Satisfy, to the best of RCLRC's ability, all conditions stipulated in agreements to which RCLRC is a party;

Section 8.2.3. After paying or making provisions for the payment of all of RCLRC's liabilities, distribute all of the business, properties, assets and income exclusively for one or more exempt purposes within the meaning of 501(c)(3) or 501(c)(4) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States Internal Revenue law and that is reasonably related to the purposes and goals of RCLRC as may be determined by the Executive Board as it is constituted immediately prior to the dissolution RCLRC; and

Section 8.2.4. Complete the appropriate legal forms certifying the results of the vote on dissolution and compliance with the above procedures for dissolution and distribution of assets and file them with the appropriate authorities.

The following additions to the Bylaws were passed by the Membership at the Annual Meeting held on February 28, 2016:

Expenditures

Section 5.3.1 Expenditures. Any proposed project or purchase by RCLRC that exceeds \$20,000 shall require a vote by a majority of a quorum of the Full Members. RCLRC's current lease agreement with the Department of Military Affairs will be exempt from this procedure.

Grievances

Section 3.12.1 Grievances. A grievance shall be in writing and filed with the Secretary by first-class postage paid or e-mail to the RCLRC Offices as set forth from time to time in Section 1.4 of these Bylaws. In its sole discretion, in a meeting consisting of a quorum of the Executive members, the Executive members shall determine whether to make a decision regarding the grievance or whether to form a committee (the "Grievance Committee") to make a decision regarding the grievance.

The Grievance Committee, consisting of an odd number of randomly chosen current active members between seven (7) and eleven (11), will be chaired by a current Executive Board member. The Grievance Committee will be formed, will convene, and make its recommendation regarding the grievance to the Executive Board, in writing, within 30 days of receipt of the grievance by RCLRC. The Executive Board member chairperson shall coordinate and preside over the meeting, but shall not vote. As part of his or her RCLRC membership requirements, each full member of RCLRC shall be required to serve as a Grievance Committee member when so chosen. RCLRC members who have any conflict of interest in the particulate grievance shall recuse themselves from that particular matter.