

**BYLAWS**  
**OF**  
**ST. LOUIS RECREATIONAL CYCLISTS, Inc.,**  
**a Missouri non-profit corporation**  
By: Leslie McCormick Date: 12/27/21  
Leslie McCormick, Secretary, St. Louis Recreational Cyclists

**ARTICLE I**  
**NAME AND CORPORATION**

**Section 1. Name.** The organization shall be known as St. Louis Recreational Cyclists, Inc., a Missouri non-profit corporation (the "Club").

**Section 2. Incorporation.** The Club was incorporated under the Laws of the State of Missouri.

**Section 3.** This Club shall have its headquarters at the address of the Treasurer as the Treasurer is elected from time to time.

**ARTICLE II**  
**PURPOSE**

The purpose of the Club is to encourage and facilitate recreational bicycling activities as part of a healthy lifestyle, which shall be accomplished by organizing and conducting recreational rides and hikes, promoting biking safety, providing social opportunities for club members, and gathering and disseminating information about recreational bicycling, hiking, and any other lawful activities.

**ARTICLE III**  
**OFFICERS**

**Section 1. Titles.** The Officers shall be the President, Vice-President, Secretary and Treasurer. All Officers must be members in good standing of the Club. After annual elections, the Board of Directors shall elect Officers for the year.

**Section 2. Duties of the President.** It shall be the duty of the President to take charge of the Club; to preside at all meetings of the Club and of the Board of Directors. The President shall have the entire supervision and management of the Club and its property, pending the action of the Board of Directors; the power to suspend any member for violating the bylaws or regulations of the Club, pending the approval of the Board; to call special meetings and Club meetings; at the President's discretion shall be an ex-officio member of each standing committee established by the Board and shall have the authority to sign checks together with the Treasurer or another designated officer of the Corporation on behalf of the Club. The President shall sign all agreements and contracts made by the Club upon the approval of the Board of Directors.

**Section 3. Duties of the Vice-President.** It shall be the duty of the Vice-President to assist the President in the discharge of his/her duties, shall preside over elections, and in the absence of the President, to assume the duties and officiate in his/her stead and shall perform such other duties as may be prescribed by the Board of Directors or President, under whose supervision he/she shall be.

**Section 4. Duties of the Treasurer.** The Treasurer shall have charge of the funds of the Club and shall keep a record of all receipts and disbursements and shall render a written report at each Board meeting. The Board of Directors has the power, whenever they deem it necessary, to appoint an acting Treasurer. The Club's funds shall be deposited in the name of the Club in a bank approved by the Board of Directors, or in securities approved by the Board of Directors. The Treasurer shall prepare a yearly financial report and budget for posting to the official Club Website ([STLRC.org](http://STLRC.org)) and make an annual financial report to the Club's Directors for preparation of all year-end filings for all government agencies, where required and shall perform such other duties as may be prescribed by the Board of Directors or President, under whose supervision he/she shall be.

**Section 5. Duties of the Secretary.** It shall be the duty of the Secretary to keep the "minutes of the meeting" of the Club and of the Board of Directors and to post same to the official Club Website ([STLRC.org](http://STLRC.org)), to facilitate communication between members of the Board of Directors and the members of the Club and to issue Notice of all meetings of the Club and Directors and shall perform such other duties as may be prescribed by the Board of Directors or President, under whose supervision he/she shall be.

**Section 6. Directors at Large.** All members of the Board of Directors are expected to attend meetings of the Board, serve on committees as needed, participate in discussion and debate of the Board's decision making process, be jointly responsible for all year-end filings to governmental agencies, and support the decisions of the Board. Other duties shall be such as the terms of their election or as prescribed by the Board of Directors or President under whose supervision he/she shall be.

**Section 7. Vacancies.** If any of the foregoing offices become vacant by reason of death, resignation, removal or otherwise, the Board of Directors shall by majority vote elect a successor who shall hold office for the un-expired term.

**Section 8. Removal.** Any Officer or Director may be removed from office by a majority vote of the Directors at a special meeting called for this purpose, except the Director under consideration for removal shall not vote.

**Section 9. Resignation.** Any Officer or Director may resign from office by giving Notice of such resignation to any member of the Board of Directors. Unless otherwise specified in such Notice such resignation shall take effect upon receipt thereof. The acceptance of such resignation shall not be necessary to make it effective.

## **ARTICLE IV BOARD OF DIRECTORS**

**Section 1. Qualification.** Directors must be Members in good standing of the Club.

**Section 2. Number of Members.** There shall be a Board of Directors composed of 9 Members of the Club.

**Section 3. Term of Office.** One-half (1/2) of the Board shall be elected each year. They shall serve for a term of two years.

**Section 4. Vacancies.** In the event of a vacancy on the Board of Directors, it shall be filled by vote of the remaining directors by a member in good standing. Such appointed Director shall fill the unexpired term of the vacated Director position.

**Section 5. Quorum.** A majority of the Members of the Board of Directors shall constitute a quorum. The approval of the Club's annual budget and election of Board Members and Officers shall require a majority vote of the Directors. (If there are nine Members of the Board, five members must approve.) The foregoing notwithstanding, any action of the Board of Directors which may be taken at a meeting of the Board may be taken without quorum if affirmative consent in writing shall be signed by all members of the Board.

**Section 6. Meetings.** The Board of Directors shall meet at least semi-annually. The date of such meetings shall be determined, not less than 14 days in advance, by the President or, in his/her absence, by the Vice-President. All meetings of the Board of Directors are to be published on the Club Website at least 7 days in advance of the meeting.

Any three (3) members of the Board may call a Board meeting upon Notice (as defined in Article XVI) to all the members of the Board of Directors at least seven (7) days prior to the meeting. The Notice shall state the date of the meeting, the purpose for which the meeting is called, and the names of the three (3) members requesting the meeting.

Any regular or special meeting of the Board of Directors may be held by means of telephone or other similar communications equipment by means of which all persons participating in the meeting can hear one another, and participation in a meeting held by such means shall constitute presence in person at such meeting.

If at a meeting of the Board of Directors a majority of the directors present shall so request, the meeting shall be conducted in accordance with Robert's Rules of Order.

**Section 7. Authority.** The Board shall have the entire authority in the management of affairs and finances of the Club and shall have general control of all its property. All rights and powers connected therein shall be vested in them. The Board shall make such rules as they deem proper respecting the use of the Club's property, fix penalties for offenses against the rules; and make rules for their own government and for the government of the committees appointed by them. The committees may have chairs as the Board may choose to create from time to time. No such committee shall exercise any authority vested solely in the Board of Directors under these bylaws.

**Section 8. Compensation of the Directors.** No Director shall receive compensation for services as a Director of the Club, nor shall any Director be compensated in any manner without prior approval of the Board of Directors; provided that nothing herein contained shall be construed to preclude any Director from serving the Club in any other capacity and receiving compensation or reimbursement of expenses therefore, subject to the Conflicts of Interest Policy of the Club.

**Section 9. Financial Duties.** All appropriations from the funds of the Club shall be made by the Board of Directors. The Board of Directors shall prepare and submit to the stated annual meeting a program of anticipated expenditures for the coming year together with proposals of sources of revenue to meet same. The Board shall be responsible for filing

federal and state income tax returns yearly and perform any other duties deemed necessary by the Board.

**Section 10. Board Member Limitation.** The office of a board member shall be ipso facto vacated:

- a) If he/she is found to be mentally incapacitated.
- b) If he/she is convicted of a felony.
- c) If by Notice to the Board of Directors that he/she resigns his office.

## **ARTICLE V CONFLICTS OF INTEREST**

Officers and Directors of the Club have a duty of undivided loyalty to the Club in all matters affecting the Club's interests. With respect to such matters, the Board of Directors shall adopt a corporate policy addressing the disclosure to the Board of any transaction or arrangement between the Club and any person or entity with which a Director or Officer has an actual or potential conflict of interest.

This policy shall also address the circumstances under which such a transaction may be approved by the Board and entered into by the Club. The Board shall review annually and, when appropriate, shall revise the policy adopted pursuant to this Article V, which, if approved by a majority of the Board, shall become the revised policy of the Club.

## **ARTICLE VI INDEMNIFICATION OF DIRECTORS, OFFICERS, AND RIDE/ HIKE LEADERS**

**Section 1.** The provisions of this article shall be in the nature of a contract between the Club and each of its Directors, Officers and Ride/Hike Leaders made in consideration of such person's continued service to the Club. (The Ride Leaders and Hike Leaders are individuals that plan and execute events for the enjoyment of Club members.) The protection hereby afforded to each Director, Officer and Ride/Hike Leader hereby shall survive such person's term of office. This article may not be repealed, nor may the benefits to the Directors, Officers, and Rider Leaders afforded hereby be diminished, except as to liability occurring in respect of acts or omissions occurring after the date of such repeal or modification.

**Section 2.** The Club shall hold harmless and indemnify each member to to the fullest extent authorized or permitted by the provisions of Section 355.476, Missouri Revised Statutes 1994, as amended from time to time (which Section is hereinafter referred to as the "State Statute"), or any other or additional statutory provisions which are hereafter adopted authorizing or permitting such indemnification.

**Section 3.** The Club may, at the discretion of the Board of Directors, purchase and maintain for the benefit of each Director, Officer, and Ride/Hike Leader, as a named insured or an additional insured, a policy or policies of general comprehensive commercial liability insurance (covering claims arising out of death, illness or injury or arising out of property loss or damage) and Directors', Officers', and Ride/Hike Leaders' liability insurance (covering claims arising out of wrongful acts or omissions) in respect of

liabilities asserted against and/or incurred by its Directors, Officers, or Ride/Hike Leaders, in either such capacity or otherwise in the performance of their services for the Club. The Board of Directors may purchase insurance for benefit of the Club as a whole.

**Section 4.** All agreements and obligations of the Club contained in this article shall continue during the period the Director, Officer, or Ride/Hike Leader is a Director, Officer, or Ride/Hike Leader of the Club and shall continue thereafter so long as the Director, Officer, or Ride/Hike Leader shall be subject to any possible claim or threatened, pending or completed action, suit or proceeding, whether civil, criminal or investigative, by reason of the fact that he or she was a Director, Officer, or Ride/Hike Leader of the Club or serving in any other capacity referred to in this article, unless and until this article is repealed or modified by the Board of Directors in accordance with Section 1 of this article.

**Section 5.** To the extent covered by insurance, the Club shall pay all reasonable expenses of the Director, Officer, or Ride/Hike Leader incurred in defending any civil or criminal action, suit or proceeding against him or her, provided he or she shall have agreed to reimburse the Club if and to the extent that it shall be ultimately determined that he or she is not entitled to be indemnified by the Club for such expenses.

## **ARTICLE VII ELECTIONS**

**Section 1. Time.** Elections shall be held at least fifteen (15) days before the beginning of the calendar year for which such Officers and Directors are chosen.

**Section 2. Nominations.** Each year Notice shall go out to the Membership soliciting nominations for the Board of Directors. The Board may ask a member in good standing to run/serve, any member in good standing may nominate themselves, or a member may nominate another member in good standing if the nominated member has agreed to run/serve. Each member in good standing that has been nominated and has agreed to serve must appear on the Ballot.

**Section 3. Voting.** Notice of elections will be emailed to all members and will appear on the official Club Website ([STLRC.org](http://STLRC.org)) calendar two weeks prior to the voting window. Elections will be held electronically. The voting window is to be two weeks. The results shall be promptly tabulated and posted to the Website.

## **ARTICLE VIII MEMBERSHIP**

**Section 1.** Candidates for membership shall be individuals interested in the objectives of the Club and shall be 18 years or older.

**Section 2. Application for Membership.** Applications for admission, with any applicable fees approved by the Board of Directors on a uniform basis from time to time, shall be submitted to the Membership Chair.

**Section 3. Termination & Suspension of Membership.** A member may be removed from the membership of the Club and denied all membership privileges and activities, by a majority vote of the Directors at any meeting of the Board of Directors. Grounds for revocation of membership include but are not limited to:

- Repeated disregard for safety of the participant or others on Club rides or hikes

- Misuse of club funds or property
- Flagrant sexual or other type of harassment of another STLRC member or a member of the community
- Action that brings discredit and dishonor to STLRC
- Consistently failing to follow Club policies as described on the Club website ([STLRC.org](http://STLRC.org)).

Termination and/or suspension of membership does not relieve the terminated or suspended member from any obligations for charges incurred, services or benefits actually rendered, dues, assessments, or fees arising from contract or otherwise.

**Section 4. Voting Rights.** Each member has all of the rights and privileges of voting for each election or issue submitted to the membership of the Club. Each member is to have one vote. A simple majority of the members voting determines the will of the Membership.

## **ARTICLE IX CLUB MEETINGS**

**Section 1. Time.** There shall be at least one annual stated Club membership meeting each year.

**Section 2. Special Meetings.** The Secretary shall call special meetings at the direction of the President, or upon the written request of ten (10%) percent of the Club members in good standing.

**Section 3. Quorum.** Ten (10%) percent of all members who are entitled to vote and are in good standing shall constitute a quorum for the transaction of business.

**Section 4. Notices.** Notices of stated and special meetings shall be given by the Secretary to every member at least seven (7) days in advance thereof, and/or shall be posted by the Secretary for the same length of time.

**Section 5. Special Meeting Limitation.** No business shall be transacted at a special meeting except that of which Notice was given.

## **ARTICLE X DISCIPLINE AND CONFLICT RESOLUTION**

**Complaints.** Any member or members having complaint against another member for the infraction of any law or rule, or for conduct injurious to the Club, may report the same, in writing, to the Board of Directors. The Board of Directors in its sole discretion may determine any and all appropriate remedies.

## **ARTICLE XI FEES, DUES AND ASSESSMENTS**

**Fees.** The annual dues payable to the Club are effective for the calendar year for which they were paid, in such amount as determined by the Board of Directors from time to time.

**ARTICLE XII  
FISCAL YEAR**

The fiscal year shall be the calendar year (January 1 through December 31), until such time as the Board of Directors adopts a different fiscal year.

**ARTICLE XIII**

RESERVED

**ARTICLE XIV  
AMENDMENTS TO BYLAWS**

These bylaws may be altered, amended or repealed and additional bylaws may be adopted by a majority vote of the Board of Directors. When adopted, changes to the By-Laws must be published to the official Club Website ([STLRC.org](http://STLRC.org)).

**ARTICLE XV  
CHARITABLE PURPOSES**

No part of the net earnings of the Club shall inure to the benefit of, or be distributable to, the Directors, Officers, or other private persons, except that the Club shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in the Articles of Incorporation. No substantial part of the activities of the Club shall be the carrying on of propaganda or otherwise attempting to influence legislation, and the Club shall not participate in, or intervene in (including the publishing or distribution of statements), any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of the Articles of Incorporation or these Bylaws, the Club shall not carry on any other activities not permitted to be carried on by a corporation exempt from federal income tax under Section 501(c)(7) of the Internal Revenue Code of 1986, as amended, or any future United States Internal Revenue Law (the "Code").

**ARTICLE XVI  
MISCELLANEOUS**

**Section 1. Powers.** All powers of the Club not specifically delegated by these Bylaws shall be and are hereby reserved to the Board of Directors.

**Section 2. Contracts, Checks, Deposits and Funds.** The Board of Directors shall from time to time designate such persons as shall have authority to make or execute contracts, checks, deposits and drafts on behalf of the Club and the limits of that authority, if any. All funds of the Club shall be deposited to the credit of the Club in such depositories as the Board or a duly authorized Officer may select.

**Section 3. Gifts.** The Board of Directors may accept on behalf of the Club any contributions, gifts, bequests, or devices for the general purposes or for any special purposes of the Club. The Board of Directors may in their sole discretion decline to accept particular contributions, gifts, bequests or devices.

**Section 4. Effective Date.** These Bylaws shall become effective as of the date set forth above.

**Section 5. Notice.** The term "Notice" shall have the meaning described in this Section. Whenever, under the provisions of the statutes, the Articles of Incorporation, or these Bylaws, any Notice is required to be given to or by any Director or Member of the Club, such Notice may be given by telephone, unless specified that said Notice must be in writing; which shall be delivered by electronic mail (plus posting to the official Club Website ([STLRC.org](http://STLRC.org)) if Notice is being given by one or more Directors or Officers, or the Club), first class mail, postage prepaid, personal delivery addressed to the recipient at his or her last known address. Notice shall be deemed to be given at the earliest of (i) receipt; (ii) ten (10) days after its deposit in the United States mail, as evidenced by the postmark, if mailed correctly addressed and with first class postage affixed; or (iii) upon actual delivery if delivered via hand delivery as evidenced by an affidavit of the person/ company attempting personal delivery. Affirmative refusal of delivery shall constitute delivery.

**Section 6. Waiver of Notice.** Whenever any Notice is required to be given, a waiver thereof in writing signed by the person(s) entitled to such Notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

**Section 7. Voluntary Dissolution.** Dissolution of the Club requires a majority vote of all members voting. Notice of the election is to be sent by email and is to be posted on the official Club website ([STLRC.org](http://STLRC.org)) two weeks prior to the voting window pursuant to Article VII Section 3. The Voting Window is to be 2 weeks. Assets of the Club will be distributed after all creditors have been paid as required by Missouri law to Great Rivers Greenways, Trailnet, and the League of American Bicyclists in equal portions.