

RIVERWEST COOPERATIVE BY-LAWS
Updated 05/29/19

ARTICLE I: NAME

The name of this association shall be Riverwest Cooperative Grocery & Café (hereafter "the cooperative" or "the co-op").

ARTICLE II: PURPOSE

2.1 The primary mission of the co-op is to operate a financially sound grocery store and café in the Riverwest neighborhood of Milwaukee, Wisconsin. Cooperative philosophy and values are an essential part of our enterprise; therefore, the co-op will operate in a fully democratic manner.

2.2 The goals of the co-op will be:

- To provide nutritious, wholesome food to the Riverwest community at fair prices (that is, prices that are low as possible without sacrificing the co-op's other goals).
- To operate the co-op on a sound financial basis for the long-term benefit of members and the community.
- To operate the co-op in an open, democratic manner so that all members can participate in decision making.
- To reach out and expand services to segments of the community that might not initially be involved in the co-op.
- To serve as a model for other community-owned businesses in Riverwest and elsewhere.

ARTICLE III PRINCIPAL OFFICE

The principal office of the co-op shall be located at 733 E Clarke St in the Riverwest neighborhood of Milwaukee, Wisconsin.

ARTICLE IV: MEMBERSHIP AND MEMBERSHIP MEETINGS

4.1 The co-op shall have individual memberships. Any person shall qualify to be a member.

4.2 Anyone may become a member by (a) filing out a membership application approved by the Board of Directors, (b) paying fees required by the co-op's Fair Share structure whereby member contributions establish ownership rights in the co-op, and (c) agreeing to the cooperative's work requirement as set by the Board of Directors and approved by the membership. The total Fair Share amount, an amount to be contributed each year, shall be set from time to time by the Board of Directors and approved by the membership.

4.3 All memberships are to be renewed each year, until a lifetime membership is met. A membership is renewed by paying fees under 4.2, and, after a lifetime membership is fully paid, by making a purchase once each calendar year and fulfilling the other responsibilities of membership.

People who do not renew their membership shall no longer be members of the co-op. At the time membership is terminated, the member may request a refund according to the procedure in 7.9 and 7.10.

4.4 No members may transfer their membership or any rights there from.

4.5 The General Membership Meeting will be held annually. At this meeting, open seats on the Board of Directors will be filled by elections and annual reports will be presented. Long term or significant issues of the co-op may be discussed at this meeting. The exact time and place of this meeting will be posted inside the store and notice shall be given by way of the current standard of electronic communication 14 days prior to the set date. Additional special meetings of the membership may be proposed by the members and approved by the Board of Directors or called by the Board of Directors. Announcements of these meetings shall be given as above.

4.6 Only members may vote at membership meetings. All members shall have one vote. Members must be present to vote. Directors will be elected by a plurality of votes. Unless otherwise specified by these by-laws or otherwise required by law, issues brought to the membership for a vote shall be decided as follows: Discussion of an agenda item will be limited to 1/2 hour at which time there will be check for consensus. If consensus has not been reached, the discussion period can be extended for another 1/2 hour by a 2/3 majority of members at the meeting. If the motion to extend discussion fails or if after extension consensus is still not reached, a 2/3 vote will be necessary for adoption.

4.7 A chairperson and agenda for the General Membership Meeting shall be established in advance by the Board of Directors. The Board secretary, or someone appointed by the chairperson, shall record the minutes of the meeting.

4.8 A quorum for general or special membership meetings shall consist of ten percent of the membership, or fifteen members, whichever is less.

4.9 All current members may vote for Directors and on by-law amendments and other questions. Nominations for Directors shall be made no later than 30 days before the scheduled membership meeting. Membership will be advised of the deadline for nominations with information posted inside the store and by way of the current standard of electronic communication 14 days prior to the deadline for nominations. No nominations may be made from the floor of the membership meeting. The Board shall provide for the opportunity for both sides of any proposal to be fairly presented to the membership.

4.10 Any member whose activity in the Riverwest Co-op endangers effective operation of the Cooperative, or acts in a way that threatens other peoples' feelings of safety may be expelled by the Board of Directors after written notice of the charges against them. Their equity in the Co-op shall not be refunded.

ARTICLE V: DIRECTORS

5.1 The Board of Directors shall be responsible for making policy decisions, long-term planning regarding the co-op's operation, approving the budget for presentation to the membership, and working on committees. The Board shall be composed of nine members. They shall be elected at the annual Membership Meeting to the term of three years, three seats each year.

5.2 The co-op's standing committees shall be: Finance, Human Resources and Workers' Collective.

Other committees shall be created by the Board as deemed necessary. All committees shall meet regularly and report to the Board. All directors shall participate in one of the standing or other committees.

5.3 The Board shall meet once each month to review the operations of the store, the functioning of the committees, and to make policy decisions. These meetings will be held at a regular, established time and an agenda will be made available at least 2 days prior to the meeting. Emergency Board meetings may be called whenever two or more Board members deem it to be necessary.

5.4 Any Board member may be removed from office by a 2/3 majority vote of the members present at a general membership meeting, or special membership meeting.

5.5 Any Board member may resign at any time by written notice to this effect. The acceptance of the resignation -- effective at such time as specified in the notice -- shall not be necessary to make it effective.

5.6 Any vacancies among the Board shall be filled in as timely a manner as possible by appointment through consensus of the Board members then in office. If consensus cannot be reached, a 2/3 majority is required. This appointment shall be in effect, on an interim basis, until the next regularly scheduled election. Membership will be made aware of any vacancy on the board within 30 days of vacancy, with information posted in the store and by way of the current standard of electronic communication; there will be regularly scheduled updates to the membership about progress replacing the board member every 45 days, and the membership will be notified of the interim appointment when it is made.

ARTICLE VI: OFFICERS

6.1 The principle officers shall be president (chair), vice president (vice chair), secretary and treasurer.

6.2 Any officer may be removed by the Board whenever, in its judgment, the best interests of the co-op will be served thereby. Consensus, when possible, will be used for this process. Otherwise, a 2/3 majority will be required.

6.3 All positions shall be elected by the Board.

6.4 If the office of president should become vacant, the vice president shall take the presidency. If the office of vice president becomes vacant, the Board shall appoint a vice president.

ARTICLE VII: FINANCES

7.1 The Finance Committee shall monitor and plan the co-op's financial operations, present this information at Board meetings and make recommendations regarding any action to be taken.

7.2 The co-op shall have a budget. The budget for the coming fiscal year will be constructed by the finance committee and presented to the Board for further deliberations.

7.3 The fiscal year of the co-op shall end December 31.

7.4 The net proceeds of the co-op shall be determined by the Board in accordance with Wis. Statutes

Section 185.45.

7.5 The Board may credit all or any reserves of the co-op, and may apply all, or any part of the net proceeds to losses incurred in prior years.

7.6 Each member shall pay into the member's Fair Share equity account in yearly increments, or in an initial single payment, in a total amount to be determined by the Board. Any changes shall be presented to the membership for approval by a majority vote of members voting.

7.7 A portion of each yearly payment may be retained by the co-op as a non-refundable administrative fee. This amount shall be determined by the Board and submitted to the membership for approval by a majority of members voting.

7.8 The co-op may establish special provisions for household memberships and low-income memberships and other categories deemed appropriate by the Board and approved by a majority of members voting at subsequent membership meeting.

7.9 The balance existing in each member's Fair Share account will be refunded upon resignation from the co-op, within 90 (ninety) days of demand, subject to the Board determining when money is available for refunds and how much may be safely refunded each fiscal year.

7.10 If a member fails to request a refund of the member's Fair Share account, the funds in the account may be forfeited to the co-op as follows:

a) No sooner than two years after the membership terminated, but no more than three years after the membership terminated, the co-op shall mail a reminder notice to the former member's last known address that, according to the Fair Share Member Contract signed by the member, the member shall be deemed to have donated the member's Fair Share funds to the co-op, if the member fails to request a refund, as per 7.9 above.

b) If the former member has not requested the refund, as per 7.9 above, within 3 (three) years of the date the membership terminated, the member, in accordance with the Fair Share Contract the member signed, shall thereby have indicated that the member donates all these funds to the co-op, and those funds shall at that time become a donation to the co-op.

ARTICLE VIII: BOOKS AND RECORDS

8.1 The co-op shall keep a correct and complete record of accounts for the co-op and the Board of Directors shall keep copies of the minutes of the membership meeting and meetings of the Board.

8.2 The co-op shall not have a seal.

ARTICLE IX: AMENDMENTS

9.1 The by-laws may be amended or repealed, or new by-laws may be adopted, by a 2/3 majority vote of members present at a scheduled membership meeting. The membership will be notified in writing of the exact wording of any proposed changes no less than 45 days (forty-five) days prior to the vote. By-law changes take effect 90 (ninety) days after membership approval.

ARTICLE X: SEVERABILITY

10.1 If any section, clause, provision, or portion of these by-laws is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of these by-laws shall not be affected thereby.

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