

Woodstock Progressive

Milk Producers' Association By-Laws

More Information at
woodstockprogressives.org

Our Mailing Address:

**14804 Perkins Road
Woodstock, IL 60098**



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About Us

Woodstock Progressive Profile



Our Purpose



We exist to market milk on the Chicago Market. Our focus is to be of mutual benefit to our members and to co-operate with other organization in the dairy field.



We Support



Throughout our 80 years of serving our members we have also supported the Midwest Dairy Council, many Dairy Breakfasts, milk vending machines in school and post-secondary education.



Board of Directors

Our Board of Directors is a group of elected individuals responsible for overseeing the governance and strategic direction of the Woodstock Progressive Milk Producer Association. They meet monthly to make decisions, create policy and review claim requests.

President	Ken Hildebrandt 815.703.3765 South Beloit, IL	Vice President	Duane Hinchley 608.764.5090 Cambridge, WI
Secretary-Treasurer	George Koehl 262.745.2942 Darien, WI	Director	Dan Lauderdale 262.949.6276 Elkhorn, WI
Director	Phil Diedrich 262.877.3092 Twin Lakes, WI	Director	Wes Katzman 262.215.6752 Whitewater, WI
Membership	Donald Kilgora 262.473.4835 Whitewater, WI	Field Representative	Emery Featherstone 262.215.2955 Walworth, WI
Executive Secretary	Jane Gerloff 815.338.1649 Woodstock, IL	Membership	Bill Holtz 262.723.5531 Whitewater, WI
Marketing - Website	Sarah Duesterbeck 608.397.6885 Delavan, WI		



By-Laws

as amended March 26, 2025



ARTICLE I

Section 1- Name and Location

This Association shall be known as WOODSTOCK PROGRESSIVE MILK PRODUCERS' ASSOCIATION, and is incorporated under a law of the State of Illinois known as "The Co-operative Marketing Act," approved June 21, 1923. Its principal office shall be located at the home of the secretary, from time to time elected in accordance with these By-Laws.

Section 2 - Purpose

The purpose for which it is formed is: To be a non-profit co-operative agricultural association without capital stock instituted for the mutual help and benefit of its members, to promote the general welfare of its members and the business of dairying in the Chicago fluid milk district, to co-operate with other associations or individuals engaged in similar purposes, to have and exercise all the powers necessary and proper to carry into effect the purpose for which such corporation is formed, and to do any and all things incident to the above purpose.

ARTICLE II - MEMBERSHIP

Section 1 - Who Shall Be Members

All persons who are owners of, or producers of milk from herds under State and Federal supervision are eligible for membership. All applications for membership shall be subject to the approval of the board of directors of the organization. A certificate of membership shall be issued when applicants meet the qualifications and are accepted.

Section 2 - Membership Fees

A. Each member shall pay as his contribution for services of the Association such sum as may be fixed by the board of directors, but not exceeding three cents (3¢) per each one hundred (100) pounds of milk he sells, said fee to be deducted by the purchaser of such milk and paid to the treasurer of this Association monthly.

B. The monies so received by the Association shall be paid into the "General Fund" or such other administrative fund as may be determined by the board of directors for the purpose of defraying the necessary expenses of the Association, and further, for the payment of losses incurred by members (in good standing) as here-in below prescribed, upon the approval of three quarters vote of the board of directors.

1. The "Quarantine, Fire and Wind Fund" to reimburse the members for 90% of any milk loss due to: (a) contagious diseases among human beings, (b) rabies on the farm where the herd is kept, or (c) damage to the farm buildings on the farm where the herd is kept by fire or wind storm which results in barring delivery of the members' milk production from the market. The amount of such milk loss shall be determined by averaging the ten days' production previous to such barring of delivery and the first ten days' production after the bar upon delivery is lifted. The butterfat test shall be based upon an average of the test prevailing immediately before and after the barred period.

Section 2B

(1) The quarantine period will determine the number of days loss that will be paid. In the case of fire or wind storm, the number of days loss that will be paid will be until such time as the herd has been sold or leased, but in no event shall exceed thirty (30) days from the first day any such loss has occurred.

(2) On a complete burn out - Loss of facilities and herd or resulting sale of herd - 90% for thirty (30) days.

(3) Provided a loss is incurred in Section 2B (1) or Section 2B (2) to a member who has shown the initiative to rebuild his herd and/or dairy facilities or has acquired substitute dairy facilities, then the Board, in its absolute discretion, may extend the payment of losses as above provided for an additional thirty (30) days and, when any member suffering loss under the above provisions shows a clear intent to rebuild his herd and/or dairy facilities, the Board may cooperate with such member or the member's lending institution to accomplish such additional thirty-day payment when the member's rebuilding has commenced and is significantly evident.

(4) Loss due to failure of the power company to deliver electricity to the farm meter by reasons beyond the company's control shall be paid in amounts not exceeding 90% of the farm value of the milk.

(5) Loss due to being unable to deliver milk to market because of impassable public roads caused by snow storm or heavy precipitation shall be paid up to a maximum of 90% of such loss.

(6) Anything to the contrary hereinbefore stated notwithstanding, any such disaster payment shall not exceed \$100,000 per claim. Determination of the amount of the disaster payment shall be in the sole discretion of the Board of Directors.

Section 3 - Voting Power

Each member shall be entitled to one (1) vote.

Section 4 - Termination of Membership

A. Suspension. The retirement of a member from the business of dairying shall automatically suspend his membership.

B. Death. All membership rights and privileges shall immediately cease and terminate with death of member except for the purpose of concluding unfinished transactions which shall be performed within one (1) year from date of death.

ARTICLE III - MEETINGS OF MEMBERS

Section 1 - Annual Meeting

The annual members' meeting shall be held during the month of March in each year. Written or printed notice stating the place, day and hour of meeting shall be mailed by the Secretary not less than ten (10) days nor more than forty (40) days before such meeting to each member, to his last known post office address as shown by the books of the Association. A majority vote on members present in person or represented by proxy shall act upon all matters to properly be conducted at said meeting.

Section 2 - Special Meetings

Special meetings of the members may be called by the President, board of directors, or ten percent (10%) of the members upon ten days notice, stating the purpose of the special meeting, being first given, as prescribed for annual meetings.

ARTICLE IV - DIRECTORS

Section 1 - Election of Directors

Directors shall be elected at the regular annual meeting of the members.

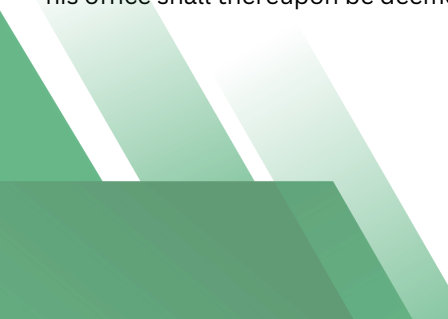
Section 2 - Number of Directors and Terms of Office

The corporate powers of this Association shall be exercised and its business managed by a Board of Directors consisting of not less than five (5) nor more than seven (7) members.

A. Directors shall hold office for three (3) years or until their successors are duly elected and qualified.

Section 3 - Qualifications of Directors

All directors shall be members of the Association. If any director ceases to be a member of the Association, such act shall be considered as his resignation from such office, and his office shall thereupon be deemed vacant.



Section 4 – Meetings

A. Regular meetings. The regular meetings of the directors shall be held in the principal office of the Association monthly, provided, however, that the Board of Directors may, in their discretion, change the date and place of such meeting.

B. Special Meetings. Special meetings of the Board of Directors may be called by the President, or in his absence, by the Vice-President, or by a majority of members of the board. The time and place of such special meeting shall be controlled by the provisions of sub-section A of Section 4.

Section 5 - Notice of Meetings

Notice of all regular and special meetings shall be mailed to each director by the Secretary at least two (2) days prior to the time of meetings or in lieu thereof, the Secretary may give such notice electronically or orally. Attendance at any meeting shall constitute waiver of any notice required by these by-laws.

Section 6 - Quorum

A majority of the board shall constitute a quorum for the transaction of business at any regular or special meeting of the Board of Directors, but if less than a quorum be present, the majority of those attending at any regular or special meeting may adjourn the meeting to a future date.

Section 7 - Powers and Duties

The Board of Directors shall have the following powers and duties:

A. Vacancies. Vacancies in the Board of Directors may be filled by the remaining directors at any regular or special meetings, provided however, that any director so elected shall hold office only until the next annual members' meeting when his successor shall be elected by the members.

B. Compensation. The directors shall elect the officers of the Association and shall fix their compensation, if any; such election to be held at the directors' meeting following each annual meeting of the members. Officers of the Association may be removed at any time by a two thirds (2/3) vote of the full Board of Directors.

C. Annual Reports. The Board of Directors shall prepare and make out an annual report on forms to be furnished by the Director of Agriculture of the State of Illinois, showing its business operations during the fiscal year, showing the number of members and amount of membership fees received, its total expense of operation, the amount of its indebtedness or liabilities and its balance sheets.

D. General Powers. The Board of Directors shall exercise general supervision over the affairs of the corporation and discharge all duties incident to such office, or required by law.

ARTICLE V - OFFICERS

Section 1 - Association Officers

The officers of this Corporation shall be chosen by the directors and shall be a President, a Vice-President and a Secretary and Treasurer. The office of the Secretary and Treasurer shall be combined and such officer is designated as Secretary-Treasurer. The President and the Secretary Treasurer must be directors. The term of each shall be for one year and until his successor is duly elected and qualified. Any vacancy in an office shall be filled by the Board of Directors.

Section 2 - Duties of President

He shall preside at all meetings, shall sign all membership certificates and written contracts of the Association and shall have general supervision over the affairs of the Association and its members and shall perform all other duties incident to his office or prescribed by these by-laws. In case of the absence or disability of the President, the Vice-President shall perform his duties.

Section 3 - Duties of Secretary-Treasurer

He shall issue notices of all directors' and members' meetings and shall attend and keep the minutes of the same; shall have charge of all corporate books, records and papers; shall be custodian of the corporate seal; shall attest with his signature and impress with the corporate seal all membership certificates and written contracts of the Association; shall receive and have custody of all money; shall make all reports required by law or these by-laws and shall perform all such duties as are incident to his office and as directed by the directors. He shall receive and have custody of all money and securities of the Association.

He shall sign all checks of the Association, shall keep regular books of account and shall submit them, together with all his vouchers, receipts, records, and other papers to the directors for their examination and approval as often as they may require and shall perform all other such duties as are incident to his office.

Section 4 - Bonds

The Secretary-Treasurer and such other officers and employees as the board requires, shall give bond to insure faithful performance of duty with corporate surety, in such amount not less than the greatest amount of money or assets of the Association expected to be in their possession at any one time, as may be approved by the Board of Directors. The premium for such bonds shall be paid by the Association.

ARTICLE VI -MARKETING AGREEMENTS

Section 1 - Marketing Agreements

The Association may make and execute marketing agreements with its members, requiring the members to sell, for any period of time, or any specified part of their dairy products exclusively to or through the Association, or any facilities to be created by the Association.

Section 2 - Agreement with Other Corporations

This Association may enter into other agreements with other corporations for the purpose of obtaining the necessary marketing finance, capital or sales service for handling of the products of its members on a local, district or national plan.

ARTICLE VII -FINANCE

Section 1 - Deposit of Funds

The funds of this Association shall be placed in such depositories as the directors shall designate and shall be withdrawn only upon the check or order of the Secretary-Treasurer, provided, however, that the directors may, by resolution adopted, authorize the withdrawal and payment of specific funds set apart for some particular purpose.

Section 2 - Auditing the Books

The books of all officers, managers and employees of the Association shall be audited yearly or more often if deemed advisable by the Board of Directors or by 15 percent (15%) of the members. The fiscal year of this Association shall end on the 31st day of December of each year.

ARTICLE VIII -AMENDMENTS

Section 1 - These By-Laws may be amended at any special or annual members' meeting by majority of the votes cast, provided that notice of the proposed alteration or amendment be contained in the notice of such meetings.

ARTICLE IX - PATRONS TAX OBLIGATION ON PATRONAGE REFUNDS

Section 1

Each person who hereafter applies for and is accepted to membership in this co-operative and each member of this co-operative on the effective date of these By-Laws who continues as a member after such date shall, by such act alone, consent that the amount of any distributions with respect to his patronage occurring for fiscal years commencing after December 31, 1962, which are made in written notices of allocation (as defined in Title 26, United States Code, Section 1388,) and which are received by him from the co-operative, will be taken into account by him at their stated dollar amounts in computing gross income in the manner provided in Title 26, United States Code, Section 1385 (a) in the taxable year in which such written notices of allocation are received by him.

Section 2

This provides that each member of the co-operative who retains his or its membership after the adoption of this By-Law or becomes a member after adoption of this By-Law, consents that any patronage distributions with respect to his patronage occurring after a specified date, which are made in written notices of allocation in accordance with the Internal Revenue Code as amended by the Revenue Act of 1962, will be included in his or its income at their stated dollar amounts.

Section 3 - Losses

In the event that the co-operative suffers a loss in any year, the Board of Directors shall prescribe the basis on which the capital furnished by the patrons shall be reduced on account of any such loss so that it will be borne by the patrons on as equitable a basis as the Board of Directors finds practicable.

The Revenue Act of 1962 permits farmer co-operatives to reduce their gross income for federal tax purposes to the extent that patronage dividends are all allocated to the patron of which at least 20% is paid in cash, if the patron either joins or continues as a member with the co-operative having a by-law requiring members to give this consent.

The consent to the patron consists of written notification and a copy of the by-law and this statement. The allocations will be made from the net margins such to be taken into account by the patron member at their stated dollar amounts in the taxable year in which the written notice of allocation is received. The 20% cash is intended on the average to cover the cost of the income tax on the allocation.

ARTICLE X - INDEMNIFICATION

Section 1

The Association shall have power to indemnify any person who was or is a part or is threatened to be made a part to any criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a director, officer, employee or agent of the Association (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceeding by judgment or settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, and reasonable cause to believe that his conduct was unlawful.

Section 2

Any indemnification hereunder (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances. Such determination shall be made (a) by the board of directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit, or proceeding, or (b) if such a quorum is not obtainable, or even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (c) by the Association members.

Section 3

The Association shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association.

Thank You



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<https://www.woodstockprogressives.org/>



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