

# SPRINGFIELD MOTOR BOAT CLUB

## By-Laws

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General Rules and Regulations for Members

Dock Committee Policy Rules



*Updated May 2021*

Prepared with the cooperation of the Officers of the Springfield Motor Boat Club  
it was written to acquaint all members with the by-laws and regulations governing our Club.



# S.M.B.C. By-Laws, Policies, and Rules



This publication has been prepared with the cooperation of the Officers of the Springfield Motor Boat Club. It was written to acquaint all members with the by-laws and regulations governing our Club.

Throughout the Club's history, the Board of Directors and the members have made laws, rules, and regulations that govern the members' activities. There always has been a sincere and earnest effort on the law-making bodies to enact rules for the members' benefit, certainly not for their inconvenience. These by-laws are found in this handbook. We ask you to read them with care and do abide by them, always. It is most important that each Member respect the rights and privileges of their fellow members. The safety and enjoyment of all members is our ultimate goal.

*Updated May 2021*

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## **ARTICLE I - Name, Purpose, and Insignia**

### **Section 1.1**

The name of this Club shall be the "Springfield Motor Boat Club."

### **Section 1.2**

The mission of the Club is to promote and foster family-oriented aquatic, boating, and social activities.

### **Section 1.3**

The Club's insignia shall be a ship's wheel with the letters S.M.B.C. in a combination of red, white, and blue colors.

### **Section 1.4**

The Club colors shall be blue and red

## **ARTICLE II - Membership**

### **Section 2.1**

Any person over 21 years of age, good moral character, and good citizenship having an interest in aquatic sports is eligible for full membership.

### **Section 2.2**

Application for membership must be in writing by the applicant on a form approved by the Board of Directors and provided by the Club and must be vouched for by two (2) members in good standing, one of which must have at least two years of continuous membership. Such application shall be accompanied by a fee of twenty-five dollars (\$25.00). Such a twenty-five-dollar (\$25.00) fee shall be returned to the applicant in case their application is unfavorably acted upon but will not be returned if the application is voluntarily withdrawn.

### **Section 2.3**

All applications for membership shall be read at the first meeting of the membership following the date filed with the Secretary and published in the next monthly newsletter.

Applications are then referred to the membership committee, which has been appointed by the Commodore. The membership committee will investigate all applicants and will recommend to the Board of Director's acceptance or rejection of all applications. The Board of Directors shall consider all applications in accordance with the date on which they were received and will vote for or against those who seek membership in the Club. Applications that are accepted must be favorably acted upon by a two-thirds (2 / 3) vote of the Board of Directors.

The names of these applicants shall be posted on the Club bulletin board for a period of not less than two (2) weeks. Objections to the applicants by Club members must be in writing, mailed to the Club Secretary, and signed by the Member or members objecting. In the event that a member registers an objection, the application will be reviewed by the Board of Directors for final disposition. Applicants rejected for membership will have their application fee returned promptly.

## ARTICLE II - Membership (cont.)

The names of the successful applicants will be placed on a membership waiting list in the order of the date of receipt of an application, with the exception of Section 2.4 Applicants. This list will be posted on the Club bulletin board and kept current by the Commodore or their designee.

Any applicant, while on the list, may be removed from the list by the action of the Board for a cause.

When membership vacancies occur, they will be filled from the membership waiting list in the order of that list, with the exception of 2.4

Applicants (i.e., vacancies shall be filled with member relative, non-relative, member relative, non-relative, etc.) Those applicants on the membership waiting list shall be contacted at least annually to confirm their interest in being a member of the Club. If the applicant on the waiting list refuses or is not interested in membership at the time of contact, they will be dropped from the list.

Upon the Secretary notifying the applicant that when they are certified by the Indoctrination Committee as having attended a meeting at which they have been instructed in the duties and responsibilities of membership as set forth in Article XII of the By-Laws, and satisfied all financial obligations to the Club, they shall become a member in good standing.

### **Section 2.4**

The applications of children and spouses of children of current members shall have a preference in an alternate manner in relation to the successful applicants referenced in Section 2.3 (updated October 2020)

### **Section 2.5**

Membership shall be closed at 340 dues-paying members in the year 2005. Members in the armed forces of our country, persons on demit, and members on the Board of Directors are not counted in this quota of paying members.

### **Section 2.6**

Any member in good standing may have their membership demitted for any period of not less than one year for an annual fee of fifty dollars (\$ 50.00) provided that a petition is filed with the Secretary at a regular meeting showing satisfactory evidence of physical disability, financial hardship or removal of residence to a place outside of the Springfield commuting area and provided further that such petitions shall be approved by a majority of the members present at such meeting.

At the applicant's option during the demit period, they may present themselves to be reinstated without payment of the initiation fee. A member who has been granted such demit is entitled to the privilege of priority for re-admission overall applicants for membership. The issuing of a demit is a "break" in continuous membership privileges. It should be understood that the demit member must pay the annual fee by January 31st, or they will forfeit their demit status.

### **Section 2.7**

All members must furnish the Club with a current telephone number and address. The Board will grant permission to members not wanting their telephone number and address listed in the membership directory, but these members must furnish this information to the Board and keep it current.

## **ARTICLE III - Fees, Dues, and Fines**

### **Section 3.1**

The initiation fee shall be two hundred dollars (\$200.00) payable in full upon election to membership and shall be placed in the Club Building Fund for Club improvements. The initial fee may be waived by the Board of directors.

### **Section 3.2**

Effective January 1st, 2008, the payment of the annual dues would be three hundred dollars (\$300), which becomes due upon the election of the applicant. Dues are to be paid annually or semi-annually. Semi-annually means one-half (1/2) of dues must be paid by January 31st, and one-half (1/2) by July 31st, dues not paid within thirty (30) days of each due date shall be termed delinquent, and such Member shall be so notified by the club secretary.

### **Section 3.3**

Thirty days after the dues are payable, as provided in Section 3.2, each Member in arrears for dues or other obligations to the Club shall be notified by the Secretary and such that delinquent Member is thereby suspended from the privileges of the Club. Should any indebtedness of such Member remain unpaid for thirty (30) days thereafter, the said Member shall be deemed to have thereby forfeited the membership of the Club. Members who have not paid their dues or other obligation within thirty (30) days of the due date shall be assessed \$25.00. The aforementioned letter from the Secretary shall include notification of the late fee assessment. In addition, the delinquent Member shall forfeit the option of paying dues semi-annually as accorded in Section 3.2 for that year and the following year, meaning that all dues are payable immediately. Delinquent members may petition the Board for a waiver of this late fee and the forfeiture of the option to pay dues semi-annually for exceptional circumstances.

### **Section 3.4**

A member who has been granted a demit provided in Section 2.6 shall pay a fee of fifty dollars (\$50.00) per year.

### **Section 3.5**

Any member entering the armed forces of our country shall be exempt from the payment of dues during the time of service and until six (6) months thereafter.

### **Section 3.6**

Effective January 1st, 2008, any members not present the entire workday or the equivalent thereof (sec 10.1) shall be subject to a fine as determined by the Board of Directors and presented to the general membership for approval at the October monthly membership meeting for approval for the next calendar year. Such fine shall be payable after the close of the year upon notice from the club treasurer, and if not paid within thirty (30) days, the Member assessed will be considered delinquent.

### **Section 3.7**

Effective Jan 1, 2012, an assessment fee determined by the Board of directors for the upcoming year will be presented to the general membership at the October monthly membership meeting for approval. The annual assessment shall be levied on each Member for club capital improvements. This assessment shall be added to the yearly dues, which are payable January 1. This assessment shall be placed in the building fund.

## ARTICLE III - Fees, Dues, and Fines (cont.)

### Section 3.8

The Building Fund, which is derived from the application fee from new members and the annual assessment (determined by the Board and approved by the membership) (Section 3.7), and the two- hundred dollar (\$200 .00) initiation fee (Section 3.1) is to be used for the purchase of or repair to capital improvements.

The use of this fund must be approved by the Board of Directors. Notice of any proposed project or expenditure exceeding two thousand dollars (\$2000) must be placed in the Club newsletter and then presented to the general membership at a monthly meeting for approval.

### Section 3.9

A dock owner's fee may be imposed in accordance with Section 9.4.

### Section 3.10

Members are required to furnish the Club with a current telephone number and address as stated in Article 11, Membership, and Section 2. 7.

Members who cannot be contacted at their current telephone number/email and address during the dues billing period January 1st through January 31st are required to furnish the Board with a corrected telephone number and address for that time frame. Members failing to notify the Board of such changes and cannot be contacted during these times will be considered delinquent. Delinquent dues-paying members are covered in the By- laws in Section 3.3, Article III.

### Section 3.11

Members will be assessed a minimum dinner assessment of \$20.00 per month. The \$20.00 will be deducted from any food purchased during each quarter. Members not meeting the assessed minimum will be billed quarterly.

## ARTICLE IV - Special Memberships and Demits

### Section 4.1a

Any member whose membership has been continuous for a period of twenty- five (25) years or more, shall, by a two-thirds (2 / 3) vote of the members present, become an honorary member.

### Section 4.1 b

All new members after July 1st, 2006 whose membership has been continuous for a period of thirty years or more, shall, by a two-thirds (2 / 3) vote of the members present, become an honorary member

### Section 4.2a

Any member whose membership has been continuous for a period of ten (10) years or more and who has served as Commodore of this Club for a period of one (1) full term shall, by a two-thirds (2 / 3) vote of the members present, become an honorary member.

### Section 4.2b

All new members after July 1st, 2006 whose membership has been continuous for a period of fifteen years (15) or more, and who has served as Commodore for a period of one (1) full term, shall be a two-thirds (2 / 3) vote of the members present, become an honorary member.

#### **Section 4.3**

All honorary members shall continue to enjoy all rights and privileges applicable to dues-paying members. They shall be excluded from the payment of annual dues but shall pay other charges imposed upon the membership, except that an honorary member, after twenty-five (25) years continuous membership in S.M.B.C., shall not be subject to the "workday" fine provided in Section 3.6.

#### **Section 4.4 Surviving Spouse Omitted 2018.**

#### **Legacy Courtesy Members**

If the membership votes in favor, the Commodore shall so notify the surviving spouse by letter, stating in such letter the following conditions under which they may use the Club Facilities.

(a) Those individuals granted Courtesy Membership prior to 12/31/2018 shall be Legacy Courtesy Members, and the following are the conditions under which they may continue to use the Club facilities.

1. Full use of the Club facilities, except they cannot keep a boat at the Club or own a boat slip
2. They will be allowed to bring no more than three (3) guests each week to the Club without permission of the Commodore or Vice-Commodore.
3. They cannot hold or sponsor private parties or picnics without a written application approved by the Commodore or Vice-Commodore.
4. They must abide by the Club rules as published in the By-Laws.
5. A fee of \$50.00 per year will be assessed.
6. As of 1/1/2013, should a courtesy member remarry, they must either resign their membership, or their spouse must apply for a new membership. Amended 2018

#### **Section 4.5**

Demits may be granted for five continuous years, if necessary, in accordance with Section 2.

#### **Section 4.6**

The membership of a member entering the armed forces of our country shall have their membership retained by the Club during the period of their enlistment and for six (6) months thereafter.

## **ARTICLE V - Membership Meetings and Vote**

### **Section 5.1**

There shall be a regular meeting of the Club on the first Thursday of each month at 7:00 p.m. and such special meetings as may be called.

### **Section 5.2**

Notice of all regular meetings and special meetings shall be mailed/ emailed to the membership at least three (3) days before such meeting.

### **Section 5.3**

Twenty (20) members shall constitute a quorum for the transaction of business.

### **Section 5.4**

Each Member shall be entitled to one (1) vote. No member who is in arrears to the Club more than thirty days shall be entitled to vote.

### **Section 5.5**

Voting by proxy shall not be allowed in the transaction of any business of the Club.

### **Section 5.6**

Order of Business:

1. *Reading of Minutes*
  2. *Treasurer's Report*
  3. *Commodore's Report*
  4. *Director Reports and Special Committees*
  5. *Unfinished Business*
  6. *New Business (including nominations and elections)*
  7. *Application for Membership*
  8. *Communications*
  9. *Good and Welfare of the Club I O.*
- Adjournment*

### **Section 5.7**

Roberts Rules of Order shall be the guide for any parliamentary rules not especially provided for in these By-laws.

## **ARTICLE VI Officers**

### **Section 6.1**

The officers of the Club shall consist of a Commodore, Vice - Commodore, Fleet Captain, Secretary, Treasurer, and six (6) Directors.

### **Section 6.2**

The Board of Directors shall be composed of the Commodore, Vice - Commodore, Fleet Captain, Secretary, Treasurer (6.3) (appointed by the Board of Directors), the immediate past Commodore who shall serve the year immediately following their term as Commodore, five (5) elected Directors (Membership Director, Grounds Director, Beach Director, and 2 Building Directors), three (3) of which shall be elected each year; the two (2) receiving the highest number of votes shall be elected for two (2) years, and the third-highest shall be elected for one (1) year. The Board of Directors may appoint such other officers, including one or more assistant secretaries and one or more assistant treasurers, as it shall deem necessary, such officers to have the authority and perform the duties prescribed from time to time by the Board of Directors. Such appointments will not be eligible for a dues suspension.

### **Section 6.3**

The Secretary and Treasurer shall be appointed by the Board of Directors. ~~The Secretary and Treasurer shall be paid a salary to be set by the Board of Directors.~~ The dues of a member serving on the Board of Directors shall be suspended during the time they serve on the Board of Directors. (Adopted 10-2019)

### **Section 6.4**

Any member who shall have served a full term as Commodore or Vice - Commodore shall be ineligible for reelection in the same office for a period of three (3) years immediately following the expiration of such office.

### **Section 6.5**

No member shall hold more than one (1) office at the same time.

### **Section 6.6**

The restaurant manager would be a position appointed by the Board of Directors if deemed necessary for club restaurant operations. The manager will assist the restaurant operations through the Board's direction. The manager will be responsible for staff schedules, assist with menu options, weekly specials, and day-to-day operations, along with training of the staff. The manager will coordinate with the current Commodore and Treasurer for restaurant deposits and club restaurant financials. The manager will meet weekly with Commodore to discuss any issues or needs related to the club restaurant. The manager will attend the monthly Board of Directors meeting to discuss restaurant operations and will then be excused so the meeting agenda can commence. The manager will have their dues suspended while serving in the position, and their work hour requirement will be waived. The manager will be offered the employee discount for food purchased at the Club for only themselves. The position will be appointed to run concurrently with elected Board of Directors positions with an option to extend at the discretions of each incoming Board of Directors. The manager may be terminated at any time throughout their appointment by the current Board of Directors. (amended February 2021)

## **ARTICLE VII Nomination, Election, and Term of Office**

### **Section 7.1**

Nomination of officers shall be made at the regular meeting in November. Only members in good standing are eligible to be nominated for election at the December meeting.

Any member nominated for the office of Commodore must have served two Years or more on the Board of Directors and a total of five (5) years or more as a Club member. *Suspended for the Year 2016 only.*

Any member nominating another member who is not present at the time of the nomination must submit to the Secretary of the meeting at the time of nomination a signed statement of the nominee stating that they accept the specific nomination made.

Any member holding office shall be eligible for nomination for a term or any unexpired term of office overlapping their current term, only when they submit in writing to the Secretary of the meeting a statement of the resignation of their present office, effective upon election to the new office.

### **Section 7.2**

Election of officers shall be by secret ballot during the regular meeting in December. A plurality vote shall determine the successful candidates.

### **Section 7.3**

The Secretary shall be responsible for the proper preparation of election ballots. Names shall appear on the ballot in alphabetical order of the candidate's last name for each office. Space shall be provided on the ballot for write-in votes. Only the names of members placed in nomination during the November meeting shall have their names printed on the prepared ballots. Those nominated during the December meeting must be write-ins.

### **Section 7.4**

Three (3) Tellers shall be selected by the Commodore to conduct the election. They shall be responsible for the distributing, counting, and reporting of the ballots to the Commodore. They shall conduct the voting so that each voter has an opportunity to vote in secret.

### **Section 7.5**

Officers shall begin their term on January 1 and shall hold office until midnight of the following December 31st.

### **Section 7.6**

A vacancy in any elective office shall be filled by election at the next regular meeting or special meeting called for such purpose, provided at least ten (10) days notice of such pending election shall be given.

## **ARTICLE VIII Duties of Officers**

### **Section 8.1**

It shall be the duty of the Commodore to take command of the Squadron and preside at all meetings of the Club and at all meetings of the Board of Directors.

The Commodore shall perform such other duties as are usually incumbent upon such office.

The Commodore may call a special meeting of the Club at their pleasure, and they shall do so upon the written request of three (3) members.

The Commodore shall appoint or approve and be ex - officio member of all Committees.

The Commodore shall prepare, with the counsel of the Board of Directors, The annual proposed budget of income and expenses. The proposed budget will be presented for membership approval not later than the March membership meeting.

The Commodore shall, together with the Treasurer, sign all checks drawn from Club funds. The Commodore shall be designated as President in signing all documents.

### **Section 8.2**

It shall be the duty of the Vice-Commodore to assist the Commodore in the discharge of the Commodore's duties and in the Commodore's absence to officiate in their stead. The Vice- Commodore may, in the absence of the Commodore, together with the Treasurer, sign checks drawn from the Club funds. The Vice-Commodore shall be designated as Vice - President in signing all documents.

### **Section 8.3**

It shall be the duty of the Secretary: To keep the various committees, delegates, etc., of the Club, informed as to correspondence in reference to matters which concern them. To keep a proper record of the proceedings of all meetings of the Club and Board of Directors in books provided for that purpose. To file all documents, records, reports, and communication connected with the business of the Club. They shall insert in the call for meetings the names of applicants for membership received during the month. To have sufficient copies of the by-laws prepared and provide one for each Member. The Secretary shall be responsible for the proper preparation of election ballots. The Secretary shall perform such other duties as are generally incumbent upon such office. In case of inability to attend any meeting, to cause the necessary books and papers to be conveyed to the place of meeting

### **Section 8.4**

The Treasurer shall receive all money due to the Club, and they shall deposit such money in the Springfield Motor Boat Club bank account. All receipts, disbursements, and other financial transactions shall be recorded in permanent books provided for such purpose. The Treasurer shall pay all bills by check approved by the Board of Directors for payment and shall keep a correct account of the same in a book provided for that purpose. The Treasurer shall make a written report at each regular meeting of their receipts, disbursements, and cash balance of the Club. The Treasurer shall make eleven copies of this report for each meeting. The Treasurer shall make a final report at the end of the year.

The Treasurer's monthly report to the Board of Directors shall include:

- An itemized list of receipts and disbursements (bills payable) for the month.
- A report of the previous and present monthly checkbook and savings balances.
- A summary sheet showing the comparison to receipts and disbursements for the previous month, year- to-date, and annual budget for both the Operating and Building (Capital Improvement) Funds.

The Commodore or Vice Commodore is charged with the responsibility to verify that the Club's bank statement of income and expenses is accurate and current. Such review shall be made available to the members of the Board of Directors and at the Club membership meetings. The Treasurer shall furnish the bond in an amount to be set by the Board of Directors with the premium for such bond being paid by the Club.

## ARTICLE VIII Duties of Officers (cont)

### Section 8.5

It shall be the duty of the Fleet Captain to assist the Commodore and Vice- Commodore in the discharge of their duties and officiate in their absence; to take charge of the fleet at all public events or Club events. The Fleet Captain shall appoint a Dock Committee as outlined in Section 9.4.

### Section 8.6

Indemnification of Officers and Directors. Each officer and director of the Club will be indemnified by the Club against any and all claims and liabilities arising from action alleged to have been taken, omitted, or neglected by them as an officer or director.

The Club will reimburse all legal expenses reasonably incurred by them in connection with any claim or liability. However, no person will be indemnified against or be reimbursed for any expense incurred in connection with any claim or liability arising out of their own willful misconduct or gross negligence.

The amount paid to any officer or director by way of indemnification will not exceed their actual, reasonable, and necessary expenses incurred in connection with the matter involved. The right of indemnification stated above will not be exclusive of any rights to which any director or officer of the Club may otherwise be entitled to by law. The Board of Directors shall control and manage the property of the Club and the appropriation of its operating funds and make all contracts and purchases. It shall have no power to make the Club liable for any purchase in the amount of two thousand dollars (\$2,000) or more other than for ordinary budgeted operating expenses without the approval of the membership excluding Article 111, Section 3.8.

It shall be the duty of the Board of Directors to prescribe and publish rules regulating the use and occupancy of the rooms of the Club and care and protection of its property.

At the last general meeting of each year, the Board of Directors shall make a full report or their proceedings during their preceding fiscal year and recommend such measures as they may deem advisable.

The Board of Directors shall meet for the transaction of business on call of the Commodore or call-in writing of any three members thereof. Six members shall constitute a quorum. The Board of Directors shall establish a schedule of their meetings to be published for the general members.

The Board of Directors shall appoint a Secretary and a Treasurer at the beginning of each fiscal year January 1 or when a vacancy occurs in either of these offices.

Commitments made by a Board of Directors and not approved by the membership may not necessarily be binding upon a succeeding Board of Directors.

## ARTICLE IX COMMITTEES

### Section 9.1

All committees shall be appointed or approved by the Commodore. The Commodore, or in their absence the Vice-Commodore, shall be ex-officio Member of all committees.

#### Section 9.1 (a)

An Indoctrination committee shall be appointed to conduct orientation meetings at which newly elected members are to be instructed in the duties and responsibilities of membership in the Club, as set forth in the Club's by-laws, and in particular Article XII of the by-laws. No newly elected member shall be entitled to membership privileges until said Member has been certified by the Indoctrination Committee as having attended an Indoctrination meeting accompanied by one of their sponsors.

## ARTICLE IX COMMITTEES (cont)

### Section 9.2

At the end of each fiscal year, the fiscal year being January 1st through December 31st, the book of accounts of the Club shall be audited by a committee appointed by the Commodore. The Committee's report shall be made at the regular March meeting. Copies of the final audited Treasurer's Report shall be made available for the membership at the regular March meeting.

### Section 9.3

A membership Committee shall be appointed, which shall function as provided in Section 2.3.

### Section 9.4

The Fleet Captain, subject to the approval of the Commodore, shall appoint a Dock Committee composed of four (4) dock owners. The Fleet Captain shall be a member and Chairman of said Committee. The word "Dock," when used in the by-laws, shall be construed and interpreted to mean a slip to berth one (1) boat with or without a boathouse. The duties of the Dock Committee shall be as follows:

- 1) Supervise the change or acquisition of ownership of the docks by members of the Club, whether by sale, lease, gift, or other transfer, as well as the construction of or addition to any dock. No such sale, lease, gift, or other transfer of, nor construction or addition to any dock, shall be made without permission of the Dock Committee being first had and obtained. A trade of one member's dock to another will result in a member needing to reapply to the list of dock owners desiring changes at the next available position on the waiting list. The selling and buying of docks shall be done in the following manner:
  - a) A member desiring to sell their dock shall obtain an "Application for Sale of Dock" from the Dock Committee; (said application should contain a full description of the said dock and the approximate value thereof).
  - b) "The Club shall have the first right of purchase of any dock that becomes For sale. This does not include the transfer of ownership to a family member, which is, son, daughter, sister, brother, son-in-law, a daughter-in-law who is currently an S.M.B.C. member.
    - i) The Dock Committee, after reviewing the "Application of Sale of Dock", shall:
    - ii) Post the name of the dock owner on a list to be posted upon the Club Bulletin Board.
    - iii) Offer to the Member first on the list of those desiring and eligible to purchase the dock.
    - iv) If the first Member on the list refuses said dock, it shall then be offered to the next Member on the list in numerical order until the dock is sold.
    - v) The refusal of the purchase of a dock when offered a member shall have no effect on his position on the list to purchase a dock.
  - c) The only exception to the above procedure of transferring docks shall be:
    - i) That That the member-owner of a dock shall have the right to have their dock transferred to a Family Member who is an eligible S.M.B.C. member.
    - ii) That a present dock owner, if they so desire, has the right to purchase a different dock when it becomes available. At the time of said purchase, the proceeds from the sale of the dock will be turned over to the seller at the time of the sale of the dock. At the time of the said purchase, their previous dock will be sold to the next eligible Member. The proceeds from the sale of their previous dock will be turned over to the previous owner at the time of the sale of the dock.
- 2) No member shall have the right to lease or rent their dock, but this privilege is reserved for the Club, with proceeds being paid to the Club Treasury. No dock shall be leased, rented or used by a non-club member without written permission of the Fleet Captain.
- 3) All leasee's of Club owned dock will abide by the rules contained in the Club by- laws and lease agreements
- 4) To see that no dock shall be so constructed or modified in such manner as to obstruct the view of the lake or the inlet in which the docks are situated

- 5) To supervise the maintenance and repair of the catwalks connecting the slips by the Club.
- 6) The space owned by a member shall be from center to center of the dock on either side. For all docks, except those on the west side of Carter's Point, the dock on the left side of the dock space as the owner stands on the catwalk and looks toward their boat will be the responsibility of the dock owner.
- 7) To keep and post on the bulletin board an accurate and current list of all members who:
  - a) Own a dock
  - b) Desire to sell a dock
  - c) Desire and are eligible to purchase a dock
  - d) Lease a dock
- 8) To make periodic and close inspection of all docks and appurtenances thereto, and to inform and advise the owner thereof when and what necessary repairs must be made.
- 9) To make a thorough annual inspection of all docks. Notification of recommended repairs from this inspection will be mailed to the dock owner by April 30th.
- 10) To see that all such recommended repairs are made and completed in a workmanlike manner within sixty (60) days from the date of notice of the state of disrepair (this includes annual and periodic inspections)
- 11) To make a second inspection upon the expiration of said sixty (60) days, to ascertain if said repairs have in fact been made and completed as aforesaid, and if not so made and completed, then said dock shall automatically become and revert as the property of the Club and shall be sold to the eligible Member whose name appears first in numerical order on the list of members desiring to purchase a dock, at such price as shall be deemed fair and reasonable by the Dock Committee. The Board shall have the discretion to extend this period of time under special circumstances.
- 12) To see that no member shall own or otherwise occupy more than one dock at the same time.
- 13) To see that certificate of ownership is issued by the Club to each dock owner upon the purchase of their boat slip. The annual dock fee, to be established by the Dock Committee and approved by the Board of Directors, shall be paid with dues, assessments due, and payable January 1st of each year. Said certificate is at no time to be construed as vesting absolute title in the holder thereof of any real property or improvements thereon. Failure of the dock owner to purchase and secure said certificate shall, in each instance, cause an automatic forfeiture of all of said owner's interest in the dock to the Club, to be disposed of by the Club in the manner set forth in this Article.
- 14) To make and publish such rules and regulations governing the use, general care maintenance, sale, and ownership of the docks; provided, however, that such rules and regulations are first approved by the Board of Directors.
- 15) To do and perform such other acts and duties as may be necessary and proper to carry out and enforce the aforementioned duties.
- 16) No member shall retain ownership of a boat dock unless they own a currently licensed boat (licensed by the Illinois Department of Conservation and the Department of Public Property [or its successor] of the City of Springfield) and normally keep their boat in this dock during the period between Spring Workday and Fall Workday. A boat owner's boat must display these licenses no later than June 30th of each calendar year unless previous arrangements have been made with the Board of Directors.
- 17) Whenever a member acquires a boat dock by purchase, trade, or transfer, the said Member shall locate their boat in the newly acquired dock within four (4) months of the dock transaction, excluding the period of time between Fall Workday and Spring Workday. If the dock is obtained during the period extending from Fall Workday to Spring Workday, the dock owner shall provide documentation to the Fleet Captain, which indicates that the ownership of a boat. Failure to comply with the above conditions will result in forfeiture of the boat dock to the Club for resale to the membership. The Board shall have the discretion to extend this period of time under special circumstances.
- 18) Absolutely no storage of gasoline is allowed in boat houses, utility buildings, or other storage areas upon or near the dock area.
- 19) Effective September 1979, no member or members may separately or together construct and permanently enclose existing open style boat slips for the purpose of erecting a closed style boathouse.
- 20) A yearly dock owner's fee will be determined by the Board of Directors and presented to the general membership at the October monthly membership meeting for approval for the next calendar year. This increase will be deposited in the proper funds to be used for the upkeep of added security and maintenance. Added security may be additional lighting for the dock area and trailer parking area, etc.

Maintenance will be for the cutting and spraying of weeds in the trailer parking area as well as the upkeep of the club walkways and guest docks.

- 21) A club member is allowed to park only one trailer at the Club grounds, and that trailer must be identified with the Member's name (in a weatherproof manner).
- a) See the map for parking area.
    - i) Dock owner's Area 1 - 2- 3, Member's day parking - 4.
    - ii) All other members wanting to park a trailer on the Club grounds may park south of openings 5 & 6.
    - iii) A trailer parked on the Club grounds that do not have identification (Club member's name) will be removed.
    - iv) The Club will not be liable or responsible for any trailers or trailers and boats that are moved because they did not have the proper identification

### **Section 9.5**

Dock owners are limited to store one trailer suitable for hauling the watercraft located in their boat slip on Club ground in the areas designated in section 9.4 (21). There will be spaces available for day boaters to park their vehicles and trailers while using the Club boat launch. Signs will be posted to designate these spots.

## **ARTICLE X - Work Days**

### **Section 10 .1**

For any one of the two workdays set by the Commodore, Spring or Fall, each Member shall be present and willing to work. Any member failing to comply with this provision is subject to a fine provided in Section 3.6.

## **ARTICLE XI - Boating**

### **Section 11.1**

The rules governing United States Vessels and requirements deemed necessary by the Office of Public Utilities (C.W.L.P.), Lake Springfield Boat Licensing, and the State of Illinois shall also govern the management of boats of this Club.

## **ARTICLE XII - General Rules and Regulations for Members**

### **Section 12.1**

Only members shall have guest privileges. Guest privileges may be extended to Member's children who are not residents of the Springfield area and to Member's teenage children and three (3) guests of the teenager, without Member or spouse being present. Members and guests are prohibited from going behind the bar in the Club House or entering the kitchen except on official business.

Each Member shall be totally responsible for their guests.

### **Section 12.2**

The use of the Club for all private parties consisting of 15 or more guests in any one group shall be cleared in advance through the Commodore or Vice - Commodore. All private parties of more than 25 guests must be approved by the Board of Directors, and such approval must be requested at least fifteen (15) days in advance of such party. Application for the above-stated parties must be made on an official form as provided by the Club.

### **Section 12.3**

The covered Pavilion in the picnic area may be reserved by a member for private use may may be utilized by any member during any time in which the Pavilion has not been reserved. Club functions shall take precedence over private parties. Applications to reserve the Pavilion must be submitted with a fee determined by the Board of Directors and approved by the general membership at the October monthly meeting for the next calendar year at least fifteen (15) days prior to the date of use.

### **Section 12.4**

The Club's charcoal burners shall not be occupied when not in use.

### **Section 12.5**

Consumption of food provided by an outside professional catering service will not be permitted on the Club grounds. In cases where special circumstances justify such action, the Board of Directors may waive this requirement.

Beer, soft drinks, and food consumed in the Club House must be purchased from the Club. In cases where special foods and drinks are not ordinarily available from the Club, the Board of Directors may waive this requirement.

### **Section 12.6**

Removed 9/13

### **Section 12.7**

The card room is reserved after 5:00 p.m. each day for members, with the exception that each Member may be allowed one guest who may have card room privileges while the Member is present. No individual can reserve the card room.

### **Section 12.8**

The dining room is reserved for food service only, except for authorized club functions. The membership is urged to make reservations for food service, though it shall not be compulsory. However, those with reservations shall have a preference in service.

### **Section 12.9**

Club hours will be recommended by the Board and Caretaker and presented to the membership for approval at the December meeting. The Summer hours will be effective Memorial Day through Labor Day, and the Winter hours will be Labor Day until Memorial Day. The Club will continue to be closed on Mondays except for Labor Day and Memorial Day.

### **Section 12.10**

The wearing of bathing suits in the Club House is not permitted. Beach coats or other appropriate types of wearing apparel are required to be worn over swimsuits.

### **Section 12.11**

The Club shall provide automobile identification for each automobile of each Member and their wife. Such identification shall permit the automobile the use the Club parking lot.

ARTICLE XII - General Rules and Regulations for Members (cont)

**Section 12.12**

Cars and trucks are permitted in the parking lot only, with the exception of:

- (a). While loading and unloading supplies that are too heavy to carry.
- (b). The drive to and on the launching point.

**Section 12.13**

All litter and empty soda containers shall be placed in containers that are provided for this purpose. No glass beverage bottles will be allowed on the Club grounds.

**Section 12.14 (updated May, 2021)**

- A) Spring workday to fall workday: Dogs are allowed on the grounds but must be on a leash and under control. Owners must remove all dog feces from the grounds and discard them in an appropriate trash receptacle. Dogs are not allowed on the patio.
- B) Fall workday to Spring workday: Dogs are allowed on the grounds unleashed unless other members are present on the grounds, especially small children. Owners are still required to dispose of any dog feces in the proper trash receptacle.
- C) Year-round: Dogs are not allowed inside the club. Any complaints concerning a specific dog must be in writing and submitted to the Board. The Board will have the authority to suspend or ban a dog from the grounds for noncompliance of the rules or aggressive behavior. The Club retains the right to own a dog or authorize the Caretaker to have a dog.

**Section 12.15**

Swimming shall be permitted within the roped area of the beach only—parental supervision of children when swimming is necessary at all times. "Rules Governing Swimming Area" has been adopted for the safety of those using the swimming area, and such rules must be obeyed.

**Section 12.16**

Children under 12 years of age are not allowed on the boat docks or catwalks at any time unless accompanied by an adult.

**Section 12.17**

All owners of docks and boathouses shall familiarize themselves and comply with the provisions outlined in Section 9.4 (Dock Committee).

**Section 12.18**

For Club sponsored Dinner, Dinner Dances, and Parties, if the reservations are canceled in the first 48 hours of the beginning time of the party, the Member making the reservations shall pay ½ the total price of the tickets or the total amount charged for food, which is ever greater. For the Clubs New Year's Eve Party, if reservations are canceled within 5 days of the beginning time of the party, the Member making the reservations shall pay ½ the total price of the tickets or the total amount charged for the food, which is ever greater. This charge will not be made if the Member arranges for others to use the reservations or if the party ends up with a capacity crowd.

**Section 12.19**

For club safety and protection, security cameras will be in use inside and outside the Springfield Motor Boat Club. Signage will always be appropriately posted on or near entrances of the Club with a notification that security cameras are in use 24/7. Cameras will be in plain view and only located in public areas of the Club. At no time will they be in private areas such as bathrooms, changing rooms, or

the beach house. At no time will the audio recording from the security cameras be enabled. Access to view, monitor, or search the DVR will be limited to current elected officers of the Club; this includes the Commodore, Vice Commodore, and Fleet Captain. Only the Commodore will have the ability to grant another current elected board member permission to access security cameras if they have the need to do so. Tampering with, disabling, or removing security cameras can and/or will result in disciplinary actions per By-law 13.1. (adopted February 2021)

## **ARTICLE XIII Charges**

### **Section 13.1**

Any member of the Club may present to the Board of Directors written charges against any other member for conduct unbecoming a gentleman/ lady, or likely to endanger the good order and welfare of the Club, or for insubordination or disobedience of officers when in Squadron, or for violation of the requirements of the by-laws. The Member so charged shall be notified and given an opportunity to be heard by a Grievance Committee (to be appointed by the Commodore) who in turn shall report their findings to the Board of Directors to be acted upon. If found guilty, the Board of Directors may suspend them from rights and privileges of membership or may declare their membership forfeited if four (4) members of the Board of Directors find this favorable.

### **Section 13.2**

Any member of the Club who has heretofore or may hereafter be convicted of a felony under the laws of the United States of America or of any State thereof shall forfeit their membership in the Club. Proof of such conviction shall be made by filing with the Secretary a certified copy of the record of such conviction showing a final judgment of the court.

## **ARTICLE XIV Amendments**

### **Section 14.1**

These by-laws shall not be amended, altered, or suspended unless such proposed amendment is presented to the Secretary in duplicate, signed by at least three (3) members in good standing. The proposed amendment must be legibly written or printed and first submitted at a regular meeting and shall be adopted only if approved by a two-thirds (2 / 3) vote of the members present at the next regular meeting or special meeting called for such purpose.

A copy of the proposed amendment shall be posted on the Clubs bulletin board by the Secretary and a copy mailed / emailed to each Member at least ten (10) days before the meeting at which said the proposal is to be voted upon.

Proposed amendments cannot be amended after being filed with the Secretary. No amendment once rejected shall be reconsidered at any subsequent meeting within six (6) months thereafter.

### **Section 14.2**

If adopted, the amendment must be kept posted on the bulletin board until copies of the amended By-laws are distributed to each Member.

### **Section 14.3**

All provisions of the Constitution and By-laws here to fore adopted that are in conflict herewith are hereby repealed.

## **DOCK COMMITTEE POLICY RULES (ADOPTED 1 /2/89)**

- I. Before starting any construction, contact the Fleet Captain.
- II. Submit a drawing of what you plan to build:
  - a. Height not to exceed ten feet above the club walkway.
  - b. Width not to exceed purchased dock frontage.
- III. When building a new dock or rebuilding your old dock, it is to be supported by steel pipe. No portion of your dock is to be supported by the Club maintained walkway. If your dock plans include a boat lift, you are responsible for supporting both sides of your lift.
- IV. Boathouses, slips, separate storage boxes, and utility buildings shall be white and have a green or white roof when newly constructed, repainted, or replaced. (Exception: treated lumber for walkways or decks may be left unpainted).
- V. Electrical Codes: There will be an annual inspection of all boathouses and boat slips having electrical hookups. All electrical service entrances shall be limited to 110/120 voltage. Each boathouse must have its own service installed. All boathouse electrical service entrance wiring is to be overhead and installed in an approved manner. All receptacles in/on boat docks shall be G.F.I. protected. No wiring is allowed to be installed under the dock and or boathouses. Dock wiring to be overhead in an approved manner.
- VI. Capital improvements may be considered in the sale price of docks. Capital improvements are defined as new additions to your dock that adapt it to new uses, add to your dock's value, or considerably prolong its life. It is the responsibility of the dock owner to keep building material receipts for any capital improvements in order to establish the sale price of their dock.
- VII. Routine maintenance will not be considered by the dock committee when discussing the sale price of a dock, as all docks are to be kept in good structural condition at all times. Normal maintenance is defined as repairs that maintain your dock in good condition.
- VIII. Labor charges will not be included in the sale price of docks. This includes maintenance and/or improvements, self-performed or by a hired contractor.
- IX. All docks are to be sold or leased in accordance with Article IX, Section 9.4. In the event, there's a lack of an agreement on the sale price of a dock owner and the Dock Committee, and the matter cannot be resolved between the parties, the dock owner may submit a written appeal to the Board of Directors. The Board will grant a hearing to the dock owner with a representative of the Dock Committee in attendance. After hearing both positions, the Board of Directors will establish the final sale price of the dock.
- X. It is the responsibility of the dock owner to provide the necessary insurance coverage for their dock. (Fire, Liability, theft, etc.).
- XI. Dock owners are responsible for the removal and disposal of the Club's Premise, any debris or material removed from their dock.
- XII. Any variations to the above preceding Dock Committee policy are valid only with the written approval of the Board of Directors and will be on file with the Fleet Captains records.

SMBC LEASE

THIS AGREEMENT MADE THE 1st DAY OF JANUARY 2015 BETWEEN THE SPRINGFIELD MOTORBOAT CLUB AND \_\_\_\_\_ FOR THE BOAT SLIP LOCATED AT 17 CLUB AREAROAD SLIP, SPRINGFIELD, IL. 62712. THIS AGREEMENT IS FOR THE 2015 BOATING SEASON.

0. RENT--TENANT AGREES TO PAY \$1175.00 PER SEASON DUE BY THE 1ST OF JANUARY WITH A GRACE PERIOD UP TO JANUARY 30TH. IF RENT IS NOT RECEIVED BY THIS DATE, THE LESSOR (S.M.B.C.) MAY RENT TO THE NEXT AVAILABLE MEMBER. THE TENANT MAY NOT SUBLEASE HIS/HER BOAT SLIP. THIS SLIP IS FOR 1 WATERCRAFT ONLY. NO OTHER USE FOR THIS SPACE IS ALLOWED.

1. SECURITY DEPOSIT. TENANT AGREES TO PAY A ONE TIME SECURITY DEPOSIT IN THE AMOUNT OF 250.00. THE SECURITY DEPOSIT WILL BE REFUNDED PROVIDED THAT THERE ARE NO DAMAGES TO THE SLIP; THE TENANT HAS REMOVED HIS/HER BOAT LIFT OR SOLD HIS/HER LIFT TO THE NEXT TENANT FOR THAT SLIP, AND REMOVED ALL BELONGINGS FROM HIS/HER DOCK BOX. TENANT WILL CONTACT FLEET CAPTAIN AT END OF SEASON IF HE/SHE DOES NOT WANT TO RENT FOR THE NEXT SEASON. TENANT IS RESPONSIBLE FOR DAMAGES BEYOND NORMAL WEAR AND TEAR.

2. UTILITIES. LESSOR AGREES TO PROVIDE AND PAY FOR ELECTRIC SERVICE TO ALL BOAT SLIPS.

3. INSURANCE. LESSOR AGREES TO ENSURE BOAT SLIP STRUCTURE.

4. DOCK BOXES. DOCK BOXES ARE ALLOWED. TENANT MUST CHOOSE FROM SELECTED DOCK BOXES. TENANT MUST CONTACT FLEET CAPTAIN BEFORE MOUNTING DOCK BOX.

5. BOAT LIFTS. ALL BOAT LIFTS MUST BE APPROVED BY FLEET CAPTAIN IN WRITING. LESSOR AGREES TO HAVE HIS/HER LIFT REMOVED BY FEBRUARY 30TH IF HE/SHE IS NOT RENTING SLIP FOR THAT SEASON. IF LIFT IS NOT REMOVED, LESSOR WILL BE RESPONSIBLE FOR EXPENSES TO HAVE LIFT REMOVED AND STORED. THESE EXPENSES WILL BE TAKEN FROM SECURITY DEPOSIT. TENANT AGREES TO MAINTAIN THE OPERATION AND APPEARANCE OF EQUIPMENT AT ALL TIMES. SMBC ASSUMES NO RESPONSIBILITY FOR TENANT'S LIFT. LIFT EQUIPMENT SHALL BE INSTALLED BY A REPUTABLE INDIVIDUAL OR COMPANY.

6. MAINTENANCE. LESSOR AGREES TO MAINTAIN STRUCTURE. TENANT AGREES TO KEEP HIS SLIP AREA CLEAN AND FREE OF DEBRIS AND PERSONAL ITEMS. ONLY DOCK BOXES ARE ALLOWED ON WALKWAYS. TENANT MAY NOT DO ANY CONSTRUCTION OR PAINTING OF STRUCTURE. IN THE EVENT OF LOSS OF USE OF SLIP DUE TO NATURAL DISASTER OR DEFECT LESSOR AGREES TO REIMBURSE TENANT A PRORATED PORTION OF RENT

BASED ON THE AMOUNT OF BOATABLE SEASON LOST. S.M.B.C. AGREES TO MAKE REPAIRS IN A TIMELY MANNER.

7. WATER LEVEL. LESSOR WILL NOT RETURN / PRORATE RENT IF THE LAKE BECOMES TOO LOW TO OPERATE A BOAT SAFELY.

FAILURE TO COMPLY WITH CONDITIONS OF THIS CONTRACT ESTABLISHES POSSESSION OF THE SLIP BACK TO THE LESSOR.

TENANT \_\_\_\_\_ DATE \_\_\_\_\_

FLEET CAPTAIN \_\_\_\_\_ .ATE \_\_\_\_\_ -

COMMODORE \_\_\_\_\_ .AT E \_\_\_\_\_ -

S.M.B.C.: 17 CLUB AREARD. SPRINGFIELD, IL. 62712. (217) 529-151

**January 19th, 2001 RULES GOVERNING**

**SWIMMING AREA**

**AT SPRINGFIELD MOTOR BOAT CLUB**

**(Presented and approved at a meeting of the membership in March 1959)**

- I. Members may swim anytime climate and weather conditions are favorable and at the individual's own discretion. It is suggested prudent judgment be exercised and the Club's welfare be considered if personal welfare is to be jeopardized.
- II. Guest of membership must adhere to the following hours: 9:00 a.m. to 10:00 p.m. every day of the week, from May 30th to September 8th.
- III. No guests are permitted without member or adult child of Member.
- IV. Parents must be absolutely responsible for children in and around
- V. Swimming Area:
  - a. Children under thirteen (13) years of age are not permitted in water without an adult attendant on hand at all times.
  - b. Non – swimmers are NOT permitted outside the safety rope without a qualified swimmer.
- VI. Decent swimming apparel should be worn by all.
- VII. Members may eject guests of any member if safety precautions are ignored by such guests or if boisterousness and embarrassing antics are carried on in water or around the bathhouse.
- VIII. Bathhouses must be kept clean at all times.
- IX. Life preservers are to be used only in case of emergency when a swimmer may be having difficulty.
- X. No glass containers are permitted on the sand beach or in the water.
- XI. No eating in water at any time. Do not chew gum while swimming.
- XII. The "Buddy System" of two children checking each other constantly while in the water is highly recommended at all times, and most particularly when in a swimming party.
- XIII. All swimming parties must provide their own qualified swimmers.
- XIV. No swimming suits or bare feet in the clubhouse at any time.
- XV. Each person must place any litter material in the garbage container.
- XVI. Boats or large mechanized water toys must not be used when they might endanger swimmers.
- XVII. No fishing is permitted in the swimming area during swimming hours.
- XVIII. No dogs are permitted between the parking area, bathhouse, and water.
- XIX. No swimming alone. It is prohibited by state law. XX. No Life Guard on Duty Swim at your own risk.