



St. Paul Yacht Club

St Paul Yacht Club

Board Of Directors Meeting

Monday, February 26 6:30pm ~ 7:30pm

[See calendar for Zoom info](#)

Approved by: Bill Tschohl , Andy Ristrom , Diane Scovill , Andrea Johnson , David Nelson , Tom Surprenant

Board members present: Bill Tschohl , Lynn Adler , Troy Janisch , Diane Scovill , Tom Surprenant ,
Andy Ristrom , David Nelson , Andrea Johnson , Jon Oulman

Absent: Nathan Schumann , Greg Jorgensen

Staff present: Kristina Cummings

Guests: Bonnie Jean MacKay, Isaiah Gunstrom, Lynn Gunstrom, Barb Haake (Zoom) , MJ Babcock, Tom Marrone,
Brett Cummings, Lee Philesticker, Bruce Johnson

Agenda

1. **Call to Order** (6:34)
2. **Pledge of Allegiance**
3. **Approval of Agenda**
4. **Open Comments from the Floor**
5. **Board Orientation and Manual** (attached)
 - Mission and values
 - History of board training
 - Board job description and expectations
 - Board structure
 - Meeting agendas and consensus on operation
 - Past Board motions
 - Board Committees and assignments
 - Key staff members and organizational chart
 - Prior year's annual report
 - Prior year financial statement
 - Current year budget
 - SPYC By-Laws and Standing Rules
 - Meeting Calendar (Days/Times)
 - Succession planning
 - Email protocol
 - Communications and Confidentiality



2024 Board Meetings:

- All 2024 board meetings will be on the 2nd Tuesday of each month, at 7pm.
- General meetings will be conducted on the same schedule with meetings in April (4/9) and September (9/10)

6. Flag Officer Reports

No written reports.

- Bill Tschol, Commodore: A number of breakins in the yard. Ladders need to be secured. No locks cut.
- Troy Janisch, Secretary: reviewed portions of the secretary's portion of the annual report (attached) focused on improving communications in 2024. Confidentiality remains a concern for members and staff. Please note communications as confidential/internal/public. Troy will conduct communications meetings on Thursdays 2 weeks prior to upcoming meetings to collect agenda topics.

7. Office Manager Report (attached)

Deposits not taken. Will be due in Dec. Invoices will go out ASAP.

Two things to be approved:

Motion: To approve 2/13/2024 SPYC Board of Directors election results.

Made by: Bill Tschohl

Seconded by: Andy Ristrom Lynn Adler

Status: Passed

Motion: To approve 2024 Summer Dockage/Storage Contract as presented

Made by: Andy Ristrom

Seconded by: Lynn Adler

Status: Passed

- **Slip Covers.** Explore options. (service to remove and restore by specific dates)
- **Timeline in the works for staff returning to work.**
- **Working** through permit process with LSM
- Minnesota unemployment website needs to be updated.



St. Paul Yacht Club

8. Old Business [None]

9. New Business

- a. Grievance Committee Process/Form
Committee form shared with the SPYC board. No action required.
- b. Small boat slip configuration
No action taken.
- c. Dave's Electric Analysis.
No action taken

10. Adjournment

Motion: adjourn

Made by: Andy Ristrom

Seconded by: Lynn Adler

Status: Passed

Marina Manager Report: Kristina Cummings
February 2024

Financial

Checking Account - \$209,789.45

Mud Cat Loan - \$159,513.40

We are working on a new software service, Slipwise and the new billing will be done through that service. Expected to be sent out by March 15th

The contract has been updated and a copy is attached to this report. These will be sent with the invoices in March.

Slipcovers were completed by a new vendor this year and we have received much feedback. Cover owners have been mainly upset by the price increases. I plan to have a suggested plan ready for the Board at the March meeting.

Staff is tentatively scheduled to start returning by Mid-March. I am communicating with them directly to coordinate exact dates.

Completed

Training at AMI

2023 Sales Tax filed

W2's Sent to employees – Service didn't do it, so it was done separately

After break-ins we have filed 1 police report but have had multiple break – ins.

Water Usage and Expense

Nov 28 – Dec 28

335 Water St – 1 Units used – \$110.82

100 Harriet Island Rd – 33 Units used- \$412.43 – down from '22 by 83 units

Dec 28 – Jan 25

335 Water St – 1 Units used – \$109.18

100 Harriet Island Rd – 20 Units used- \$285.73 – down from '22 by 106 units

Water lines have frozen 2 times and caused the need for 135 ft of pipe replacement along with insulation.

Electric Usage and Expense

12/27/23

Bill	Location	Units	Charges	Electric Average Rate	Gas Average
			\$		
302180206	Shore Side East	6095	859.66	0.141043478	
			\$		
302405475	Dahlgren	1	18.84	18.84	
	Shore Side Gas / Miller Far		\$		
302685515	side	1137	1,095.48		0.96348285
			\$		
302855851	Miller 4th from right	1121	188.47	0.168126673	
	Yard & Gate B Facing East &		\$		
302867844	Office	1358	257.16	0.189366716	
			\$		
303179903	Shop	1912	308.14	0.161161088	
			\$		
303269162	Gate B Left Facing East	1071	191.52	0.178823529	
			\$		
303300707	Gate B Facing South	1	18.84	18.84	
			\$		
303383996	Miller 2nd from Left	510	96.00	0.188235294	
			\$		
303537985	Shoreside West	1171	269.45	0.230102477	
			\$		
303576871	Upper Harbor East End	661	215.82	0.326505295	
			\$		
303624237	Club House and Shop Gas	163	196.21		1.203742331
			\$		
303646978	Miller 3rd from Left	441	130.05	0.294897959	
			\$		
303737369	Miller Far from Left	1	18.84	18.84	
			\$		
304283411	Club House	1618	248.53	0.153603214	
			\$		
		17261	4,113.01		
			\$	\$	
			0.24	4.18	1.08361259

1/29/24

Bill	Location	Units	Charges	Electric Average Rate	Gas Average
302180206	Shore Side East	8161	\$ 1,057.39	0.12956623	
302405475	Dahlgren	1	\$ 13.09	13.09	
302685515	Shore Side Gas / Miller Far side	1340	\$ 1,478.64		1.103462687
302855851	Miller 4th from right	1147	\$ 192.13	0.167506539	
302867844	Yard & Gate B Facing East & Office	197	\$ 264.06	1.340406091	
303179903	Shop	3057	\$ 490.29	0.160382728	
303269162	Gate B Left Facing East	1155	\$ 191.88	0.16612987	
303300707	Gate B Facing South	1	\$ 13.09	13.09	
303383996	Miller 2nd from Left	834	\$ 143.28	0.171798561	
303537985	Shoreside West	1319	\$ 264.60	0.20060652	
303576871	Upper Harbor East End	713	\$ 211.95	0.297265077	
303624237	Club House and Shop Gas	261	\$ 285.93		1.095517241
303646978	Miller 3rd from Left	572	\$ 135.30	0.236538462	
303737369	Miller Far from Left	1	\$ 13.09	13.09	
304283411	Club House	1786	\$ 291.88	0.163426652	
		20545	\$ 5,046.60		
			\$ 0.25	\$ 3.02	1.099489964



St. Paul Yacht Club

100 Yacht Club Rd. W. – B1, St. Paul, MN 55107 (651)-292-8964 / office@stpaulyachtclub.org

2024 Summer Dockage/ Storage Contract ("Contract")

This agreement for the boat dockage and/or storage of a BOAT is between St. Paul Yacht Club ("SPYC") and the BOAT's Owner ("OWNER") and includes the attached Terms and Conditions, which the OWNER has carefully read and acknowledges.

Owner of Boat or Authorized Agent

Full Name _____ Email Address _____

Mailing Address _____ City _____ State _____ Zip _____

Primary Phone _____ Secondary Phone _____

Cellphone provider for text messaging service from SPYC _____

*SPYC will be adding text messaging for communication of marina updates and other notices throughout the year.

I agree to have my information included in a directory for members of SPYC? ☐ Yes ☐ No

* If yes is checked the Information on this form will be used to create a public directory of SPYC slip holders. If no is checked your information will not be included in the public directory

Boat Information

Owner Full Name [if different] _____

Boat Name _____ Hull ID# or State Reg# _____

Make _____ Model _____ Year _____

Trailer Information Make _____ License number _____

Boat Insurance Information - MUST BE PROVIDED IN ADVANCE OF START OF CONTRACT TERM

A current copy of the Certificate of Insurance (COI) is on file and made a part of this contract. Initials: _____

Insurance companies can email COI to office@stpaulyachtclub.org

Summer dockage/storage term beginning on April 15, 2024 and ending on October 15, 2024 ("Summer Term")

Summer Rate: **\$61 per slip linear foot plus the following items**

- Member Fees equaling \$395 + \$10 of slip linear foot rate
- Refundable Inspection Fee of \$200
- Metered electric utilities will be billed based on usage

Winter dockage/storage term beginning on October 15, 2024, and ending on April 15, 2025 ("Winter Term")

Winter Rate: \$35 per foot + water usage and other costs for winter services OR \$35 per foot of overall boat length if on land

Trailer Storage: **SPYC will charge a fee of \$125 per season for the storage of trailer**

All measurements will be verified by Dock Master's crew.

OWNER HAS READ AND AGREES TO THE ACCOMPANYING CONTRACT TERMS AND CONDITIONS

OWNER/AGENT

DATE

St. Paul Yacht Club

DATE

NOT EFFECTIVE UNTIL SIGNED BY REPRESENTATIVE OF ST. PAUL YACHT CLUB

Boat Summer Dockage/ Storage Terms and Conditions

Terms used throughout this document:

St. Paul Yacht Club ("SPYC")

BOAT's Owner ("OWNER")

1. **REGULATIONS.** OWNER agrees to comply with all applicable federal, state and local laws, ordinances and regulations, as well as any SPYC Bylaws and Standing Rules, a copy of which OWNER has received, are incorporated herein by reference, and are posted in the SPYC office and the SPYC Clubhouse. OWNER agrees to require all of OWNER's guests, employees, contractors, vendors, etc. to likewise comply. OWNER further understands such SPYC Standing Rules may change from time to time at the option of the SPYC. Should the SPYC fail to insist upon strict compliance herewith or with the SPYC Standing Rules, the same shall not be deemed a waiver of the right to insist upon the same in the future.
2. **INSURANCE.** OWNER acknowledges the SPYC does not carry insurance on the BOAT. OWNER warrants the BOAT is properly and fully insured under a hull and machinery policy, all-risk policy or other insurance coverage in an amount equal to the BOAT's value and OWNER warrants the BOAT has in addition third party liability insurance coverage of at least \$300,000 per occurrence. ST. PAUL YACHT CLUB shall be listed as an additional insured on BOAT OWNER's policy. OWNER further accepts responsibility for any injuries to persons or damage to other boats or SPYC's property caused by the BOAT or caused by any persons brought to SPYC by OWNER or otherwise present at SPYC as OWNER's guests or invitees.
3. **SPACE ASSIGNMENT.** For in-water dockage, SPYC will assign to OWNER a slip for OWNER's use in connection with the Owner's Boat during the Dockage Term. To secure this slip, OWNER must deliver this completed agreement along with the deposit payment amount of \$300 to the SPYC no later than November 15th. Failure to meet this deadline will result in this slip being made available to individuals on a waiting list or the general public. Receipt of this Agreement after the November 15th deadline will result in the OWNER being assigned the next available slip that is compatible with the OWNER's boat. If a waiting list exists, residents of St. Paul will be put at the top of the waiting list. OWNER may relocate to another slip only upon obtaining the advance written permission of the general manager. For on-land storage or in-water storage, OWNER agrees that SPYC may place OWNER's boat at a location of SPYC's choosing. OWNER agrees that SPYC shall have the right, in the event of emergency or operational necessity, to immediately, and without prior notice to OWNER, relocate the Boat to another slip or area.
4. **BOAT TRAILER STORAGE.** SPYC will provide a place to store OWNER's Boat Trailer only after communicating with the general manager at a place determined by SPYC during the period of time when the Boat is moored in its slip.
5. **FEE STRUCTURE and PAYMENT.** Fees for all of SPYC's offerings are as listed on the SPYC's website at the time of this contract. (stpaulyachtclub.org) *An example is added as an addendum below.* Additional discounts are available if the OWNER is or becomes a voting member of the SPYC. Interest at the rate of 18% annually/ 1.5% monthly will be assessed on any fees due, and not received within 30 days of billing. OWNER further agrees that any other charges incurred by OWNER during the course of this Contract resulting from services provided by the SPYC, including Ship's Store purchases are immediately payable following the purchase or other event creating the obligation, with or without a billing statement. All payments by OWNER will be applied by the SPYC to accrued interest and to the oldest charges first. Failure to pay fees and/or charges will result in the haul-out of the Boat and commencement of legal action. All charges incurred will be the responsibility of the OWNER. Outside of the Boat inspection fee, no fees are refundable.
6. **ABANDONED PROPERTY.** Any property left on the SPYC premises beyond term of the contracted items may become property of the SPYC. Any costs incurred by the SPYC in removing property will be the responsibility of the Boat Owner.
7. **POSTING of SIGNS.** An Owner shall not post any signs or notices of any type on the OWNER's Boat, or anywhere on SPYC property or City of St. Paul's park property.
8. **PETS.** All pets must be leashed when not on OWNER's Boat and properly restrained while on a boat so they cannot charge at people walking on the dock or cause other incidents or disturbances. Any droppings on the SPYC property or park land are to be cleaned up immediately and disposed of in the rubbish containers. OWNER must control barking dogs so that neighboring boaters are not disturbed. All of St. Paul's Park rules regarding pets MUST be followed when in park, including the requirement that all pets must be leashed when on the SPYC or park property

Initial _____

9. DAMAGE MITIGATION. In the event of an emergency or threat to safety or security, OWNER authorizes SPYC, at its option and sole discretion, to attempt appropriate measures to mitigate damages to the BOAT, other boats, and SPYC property and environs. OWNER agrees to pay SPYC its reasonable charges for mitigation attempts.
10. RISK of LOSS. OWNER's BOAT, trailer and associated personal property will occupy the boat slip and storage area entirely at the risk of the OWNER. OWNER assumes all risk of damage or loss to the BOAT and OWNER'S personal property from any cause and for all damage or loss that may arise from dockage or storing the BOAT. OWNER understands that SPYC does not provide any alarm system or other security for the boat storage area. OWNER releases SPYC from any loss, damage, claim or injury resulting from any type of casualty whatsoever. SPYC is not responsible for carrying any insurance covering OWNER's BOAT or possessions.
11. NO BAILMENT. OWNER acknowledges that SPYC does not have exclusive possession and control of the BOAT, trailer and associated personal property, which is shared during the period in storage with OWNER, who has access to it. OWNER further acknowledges that OWNER is responsible for the safety and security of the BOAT during the Dockage Term. Accordingly, OWNER acknowledges this Boat Dockage and Storage Contract does not constitute a bailment and is not for any specific storage space or any work to be conducted by SPYC. (Boats being moved by the SPYC crew are insured for damage that may occur when the crew has completed and exclusive control of the BOAT. i.e. the BOAT is being lifted or moved by the SPYC travel lift.)
12. NEGLIGENCE EXCLUSION. OWNER acknowledges that OWNER is responsible for the BOAT and any persons brought to SPYC by OWNER or otherwise present at SPYC as OWNER's guests or invitees. OWNER agrees and understands that SPYC shall not be liable for any damages due to (a) injury to persons including death or (b) damage to any property including the BOAT and its contents. This exclusion of any claim by OWNER and OWNER's guests or invitees for breach of contract or negligence (not amounting to gross negligence) includes any incident arising in any way from this Boat Dockage and Storage Contract and dockages and storage of the BOAT at SPYC, regardless of whether caused by SPYC's or its agents' acts or omissions, wind, rain, snow/ice, flood, sinking, fire, spillage, power outage, structural or mechanical failure, theft, vandalism, or any other event.
13. HOLD HARMLESS. Accordingly, OWNER agrees to indemnify and hold SPYC harmless from all claims of bailment, all claims of breach of contract, and all claims of negligence (not amounting to gross negligence) against SPYC arising from this Boat Dockage and Storage Contract.
14. NON-MARINA CONTRACTORS. SPYC shall maintain a list of SPYC -authorized contractors, vendors, etc. who will be allowed to provide repair and other services to boats in the SPYC premises. Persons or Companies will not be added to the authorized list until they have provided proof of adequate insurance, including Workers Compensation and \$300,000 Liability. The SPYC does not warrant or guarantee the quality of the services or products provided by persons on the authorized list. An OWNER shall not retain a non-listed repair person to perform services at the SPYC before approval. OWNER shall consult with SPYC before authorizing any contractor or other person to perform repair or maintenance services on OWNER's Boat. It is the OWNER's responsibility to make sure the contractor or other person is on the approved list at the SPYC before any work commences.
15. SALVAGE SERVICES. The SPYC has no obligation whatsoever to dewater or provide any salvage services to the Boat. It is further agreed that the SPYC, at its sole selection, may opt to dewater or provide the BOAT with other salvage services. OWNER shall be obligated to pay all material/labor costs associated with the rendering of such service. SPYC may remove from a slip or SPYC property, OWNER's BOAT and other personal property, at OWNER's expense.
16. NON-TRANSFERRABLE. This Boat Dockage and Storage Contract is not transferable or assignable by OWNER except upon sale of the OWNER's Boat.
17. POSSESSORY LIEN. SPYC has a possessory lien on the BOAT under Minnesota law for any amount due for storage or otherwise under this contract. OWNER agrees that any unpaid amounts 30 days past due constitutes default on the contract. SPYC may recover delinquent storage fees by way of a sale under Minnesota law. Additionally, SPYC has the right to pursue any other legal action or remedy.
18. TERMINATION. On the last day of the Dockage Term, OWNER shall either have contracted and paid for WINTER STORAGE or have removed the BOAT from the SPYC property. If the OWNER chooses to remove their BOAT at the end of the current contract Term, that must be done within 30 days after the end of the Term after which the OWNER will be charged a storage fee in the amount of \$50.00 per day from the end of the Term until the date when the BOAT is removed from the SPYC property.

Initial _____

19. **COSTS OF COLLECTION.** OWNER agrees to pay all costs of enforcement and all costs of collection under this Contract, including attorneys' fees and court costs incurred by SPYC in the event of default by OWNER.

20. **SEVERABILITY.** Should any term or condition of this Boat Dockage and Storage Contract be held void or unenforceable, then that term shall be deemed narrowed or severed and the enforceability of the remainder shall not be affected and will remain in full force and effect.

21. **BOAT INSPECTIONS.** A boat inspection is required for most motorized boats in the water in SPYC harbors.

*This applies to all boats that have a sleeping cabin.

*Your boat does not have to pass a safety inspection, but must have any issues found with any of the below items repaired immediately.

An inspection fee of \$200 will be assessed to all slip holders to cover the cost of a staff review. The \$200 fee will be refunded in full if an authorized Coast Guard Auxiliary or Power Squadron Vessel Examiner performs a free Vessel Safety Check by June 15th.

Required safety items that must be repaired immediately:

1. **Engine compartment ventilation** – engine compartment blowers must be in operational condition, including undamaged hoses to and from the blower.

2. **Battery terminals** - all positive battery terminals must be protected to prevent sparks if the terminals are shorted. A battery box or cover which prevents accidental contact with the battery terminals shall be acceptable.

3. **Wiring** – no uninsulated wires or splices are permitted low in the bilge where they may be exposed to immersion in water.

4. **Backfire flame arrester** – properly cleaned and installed backfire flame arresters must be present on any gasoline-powered engines, other than outboard engines.

5. **Fuel system** – no open fuel lines or leaks in any part of the fuel system are permitted.

6. **Fire extinguishers** – the minimum number of fire extinguishers as required by federal law shall be readily available. The extinguishers must be in serviceable condition.

7. **Marine sanitation device (toilet)** – no overboard dumping of holding tanks is permitted. Any "Y" valves which would permit such dumping must be removed or permanently disabled.

8. **Galley and heating system** – no leaks in propane, natural gas, or other fuel is permitted. Propane tank enclosures must be vented overboard to prevent fumes from collecting in the bilge or inside the boat.

9. **CO Detectors** - Motorboats, regardless of fuel type, with an enclosed accommodation compartment must be equipped with a functioning marine CO detector system installed according to the manufacturer's instructions.

9a. Carbon Monoxide Detection Systems - detectors must be located to monitor the atmosphere in the main cabin and each sleeping area. Carbon monoxide detectors manufactured prior to 2012 should be replaced.

9b. All gasoline-powered motorboats with any *enclosed occupancy compartment must display three CO poisoning warning stickers as directed by law.

22. THE TERMS AND CONDITIONS OF THIS DOCUMENT CONTAIN THE ENTIRE UNDERSTANDING BETWEEN OWNER and the ST. PAUL YACHT CLUB AND NO OTHER REPRESENTATION OR INDUCEMENT, VERBAL OR WRITTEN, HAS BEEN MADE REGARDING THE BOAT'S DOCKAGE / STORAGE WHICH IS NOT INCLUDED IN THIS CONTRACT.

Initial _____

Date	Topic	Motion	Status
2/27/2023	Filling the empty at-large Board of Directors seat	Fill empty at-large member seat with unelected Secretary candidate (Brett Cummings).	Passed
2/27/2023	Member Reimbursement	To reimburse a member \$28.80 for prior expenses	Passed with one abstain (BH)
2/27/2023	Waive Yard Expense	Not to waive the requested \$475 member yard expense or late fee	Passed with two abstain (BH, TS)
3/20/2023	Consent Agenda	Consent Approval of clubhouse, finance, marketing, operations, social, and vision committee minutes	Passed
3/20/2023	Member Property Purchase	Motion for Slip 47 personal property to be purchased for \$3,500 for the slipcover and \$300 for each dock box. Purchase value will be credited to slip 47's past due account and any remaining balance will remain with the boat owner. The boat remains in our yard and balance due will follow our contract processes.	Passed
3/20/2023	Lifetime Membership	Add Dennis Sando as a Lifetime Club member	Passed
4/11/2023	Consent Agenda	Consent Approval of clubhouse, social, and vision committee minutes	Passed
5/15/2023	Consent Agenda	Consent Approval of clubhouse, finance, marketing, operations, social, and vision committee minutes	Passed
6/13/2023	Fees	Postpone late fees for lower harbor pre-dredge boat movement costs until 1 week after the July Board meeting pending discussion and resolution at that meeting.	Passed
7/17/2023	Fees	The club will pay half the costs from River City Welding, for moving six boats from the lower harbor prior to dredging.	Passed
7/17/2023	Restoration	SPYC will provide \$1,000 to refurbish the peanuts on parade Commodore Lucy statue at the top of Gate A.	Passed
9/18/2023	Utility Rates	Set \$1.48/therm natural gas rate for 2023-2024 winter season. Amendment (Greg/Bill): Monthly manager's report will specify current therm rate.	Passed
9/18/2023	Utility Rates	Water meters (\$70-\$120) to be purchased by the club and resold at cost to liveaboard boaters. To be installed by 10/15. Individual meters will determine boat costs. Remaining water (main trickle) will be split evenly among liveaboards.	Passed

9/18/2023	Winter Storage Rate	Winter in-water storage fee for 2023-2024 winter season to be set to \$35/per linear ft.	Passed
10/16/2023	Facilities	"Build a new larger wood framed shed for the clubhouse with the remaining office refresh budget monies of \$3,159. Shed will be built by crew and volunteers as available. The existing shed will be disassembled and repurposed, if possible, to be a storage shed on the point for chairs, etc."	Passed
10/16/2023	Roster	"Plan of changes for Roster and Directory to be shared prior to beginning of 2024-2025 season. To present to Board by January, 2024."	Passed
11/20/2023	Finance	Renew Line of Credit with Cherokee Bank	Passed
11/20/2023	Finance	Increase credit card fee to 3%	Passed
11/20/2023	Membership	o accept Jim Martin and Brett Godsey as new members	Passed
11/20/2023	Finance	Approve 2024 budget as presented	Passed with one opposed (TJ)
11/20/2023	Operations	Approve \$23,000 on new motors for the workboat.	Passed
11/20/2023	Finance	Approve \$200,000 for upper harbor dredging.in 2024. Vendor to dredge the harbor entry and designated areas, removing all waste.	Passed



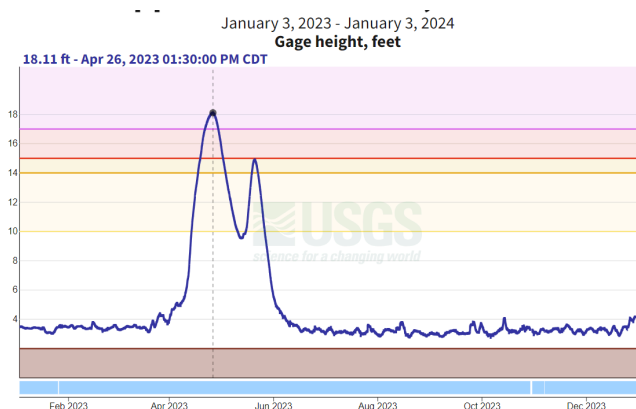
2023 SPYC Annual Report

Commodore's Report - Bill Tschohl

Hello fellow boaters!

Thank you for an excellent year in 2023! The support of our great members is the lifeblood and energy of our community. I want to personally thank each and every one of you for everything we accomplished in 2023!

We had a wonderful year with many boat trips out on the mighty Mississippi river here in St. Paul. We had a remarkable year of consistent water levels in Pool 2 for the majority of our peak boating months. This was really great for all of us since it allowed us to get a lot of boating in and explore the river just about whenever we wished. Our ability to get out on the river was only briefly hampered a couple times this year with moderate flooding in April and May, which created a headache for prepping boats in the yard, but minimally disruptive otherwise.



We have seen a constant process of growth and change for the neighborhood surrounding Harriet Island. More new local condos and apartments were being built beyond the marina, and roads were consistently closed and detours abounded.

Towards the end of 2022, The Scenic Apartment building, adjacent to West Side Flats, added 171 apartments. In 2023, Soul Apartments on Robert Street started construction to add 178 units. We will also see 284 new apartment units next year when the Farwell-On-Water development between Plato and Water Street is completed. Along with that, we have seen a phenomenal amount of construction impact along the edges of Harriet Island Park. From April through December, a portion of Wabasha Street, Robert Street, Plato Avenue, Water Street and Dr. Justus Ohage Boulevard were fully or partially closed for weeks or months at a time. It is anticipated that Farwell-on-Water and Soul apartments will remain under construction until 2024. Once completed, these developments will have added 633 new units plus a restaurant and office spaces within a half mile of the marina.

Considering all of the construction and activity around us in 2023, one wonders what the St Paul Yacht Club was doing? Moreover, and perhaps more importantly, what will the St Paul Yacht Club be doing in 2024 and beyond?

The St Paul Yacht Club accomplished some amazing progress on many key goals for 2023. Among the goals was a retinue of social activities, which is the heartbeat of our club. The social committee put together a series of entertaining events at various locations throughout the year. Their experimentation with trying some old and new events and expanding locations added fun events and also showed us where some new opportunities are.

Completing the work to dredge the Lower Harbor was the most challenging work of 2024. While the Corps of Engineers, St Paul Parks and LSM partnered with us throughout the process, it was wonderful to finally see it done and our docks rebuilt to pre-dredge status in 2023. While that was in-progress we also had a lot of work going on refreshing key equipment and facilities. The gas dock got a new roof. The office interior was refreshed and is finally a wonderful place for current and old customers to visit. New signs were also installed across the marina. Overall, I think the marina is looking the best it has in my memory. Of course, along with all of that we continued refining consistent and repeatable processes for the management of the club. Each presented its own challenges, some of which were expected, some of which were entirely new learning opportunities.

Looking ahead to 2024, I want our club and board to focus on our club's future. The management controls are in place currently and should serve us well. The City of St. Paul has a new vision for the Watergate marina. There are literally hundreds of new apartments and condos springing up around us. We started talking about developing our club's vision in 2023 and will really be focusing on that in 2024. I will be setting up and guiding a number of focused meetings solely for that purpose along with key stakeholders as appropriate from St Paul Parks and Recreation along with some programming partners that can help us activate the marina utilization and help us deliver the best river focused opportunities on the Mississippi River anywhere in Pool 2. I personally want to invite and welcome you to be a part of that discussion!

The SPYC board deserves a personal thank you from me. The 2023 SPYC Board of Directors put a lot of work together that makes our St. Paul Yacht Club a wonderful place to boat. Having been on the board in various capacities over the past decade, it does wonders to have a board serving the club's best long-term interests the way our 2023 board has!

Bill Tschohl

St Paul Yacht Club - Commodore



2023 Highlights

Before we jump into other reports, I want to point out some highlights and expectations for 2024.

Summer Rates

There will be no increase to the summer slip, common, clubhouse or membership fees for 2024. Our Harbor Maintenance fee will increase from \$6.50/ft. to \$10/ft for 2024. All slip and yard rates are always available on our website.

Slip Usage

In 2023 we had 133 out of 160 slips filled. 2023 was a really challenging year for slips due to the continuation of dredging in the Lower Harbor that included removing 40+ slips for a few months. Although we had a net decrease of 2 slips from 2022, I'm confident we can regain ground with slip sales in 2024 due to the plentiful depth found across the Lower Harbor now. For 2024 the Upper Harbor has openings for the first time in a while. We also have plenty of slips available for summer in the Lower Harbor and Dahlgren docks. The waiting list for slips currently stands at 19, with the list balanced between new potential boaters to SPYC and existing members looking for different slips.

If you know of anybody that is interested in a slip at SPYC or that would like a tour, please have them call (651) 292-8964 or email the office at office@stpaulyachtclub.org.

Lower Harbor Dredging

Our second and last round of dredging in the Lower Harbor was completed midway through the 2023 summer boating season by the Corps of Engineers, City of St Paul and LSM marine. Dredging of the Lower Harbor was critical not only to our liveaboards but also to the overall viability of our marina. Beyond the 25 liveaboard slips, there are 135 convenient slips available for summer use!

SPYC Yard Crew and Upper Harbor Dredging

Our yard crew, Brian, Greg and Bruce did an amazing job in 2023! The crew continues to be careful and efficient with launching and hauling out boats along with all the other marina operations work.

As with the past summer seasons, we will be dredging the Upper Harbor. Some of this work, in the main fairway and slips, will occur with our MudCat dredge and crew. Some of the most challenging work at the harbor entrance and under the clubhouse, will be contracted out. The slip mouth should be opened to at least 55' wide. The contractor will also dredge the area under the clubhouse so as to minimize the overall disruption of moving the clubhouse into the Upper Harbor fairway.

Our goal this year will be to maximize spoils removed while minimizing the impact of dredging on boat movement. In 2023 we were able to keep the harbor mouth and fairway open, but the crew had very little time to work on the fairway and slips which put us behind a bit further than we had hoped for. The challenge was resource time to rebuild docks, electrical, sewer, gas, etc. in the Lower Harbor along with



the myriad regular tasks of the year. We won't have that same challenge in 2024 and will be able to focus efforts more precisely.

Upper Harbor Pump-out and Fuel Dock

The new fuel pump worked well in 2023. For quite a while in the early spring we were the only fuel dock open in Pool 2 which helped our fuel sales early in the year. With self service and 24-hour availability, we were able to sell about 15,000 gallons of fuel in 2023.

Sheriff's Auction

In 2023 we sold 11 boats at a Sheriff's auction. Our goal is to entirely prevent the need for these types of events by helping our members who actively communicate and plan with us. If you need a payment plan, please contact the office. This spring, we may hold another Sheriff's sale for boats that have been abandoned or are seriously in arrears on payments. I would love to see no boats sold at auction in 2024.



Treasurer's Report - Lynn Adler

As of January 11, 2024, we have \$267,006.33 cash in the bank. Currently, our accounts receivable (what we are owed) is \$46,886.15. The majority of this balance is 60-91 days old. This is a decrease compared to the same time last year as the 2024 invoices have not gone out. We will continue to work with members to pay their fees on time or work out approved payment plans.

As a reminder, we will not be launching any boats until slip fees or any other outstanding balances are paid in full or an approved payment plan is in place.

We currently have \$164,952.98 in long-term debt, down \$31,985.02 from last year. We also have a \$50,000 line of credit, with no balance owed, for any emergencies.

Smith & Schafer accounting firm will continue to work with us to complete all of our tax filings.

We will be sending notices of intent for a Sheriff's sale this spring. We had one Sheriff sale in 2023 and will have another in 2024 and do need to continue to utilize this and other tools at our disposal regularly to handle delinquent accounts and to clear the yard.

Moving forward we will no longer carry abandoned or delinquent boats in our yard for more than 180 days. We will also not continue to issue repeated invoices that are not responded to or paid.

Lynn Adler

St. Paul Yacht Club - Treasurer



St. Paul Yacht Club

P&L January - December 2023

	ACTUAL
Income	
40000 REVENUE	200.00
40100 DUES INCOME	13,916.66
40150 CLUB HOUSE FUND	19,720.00
40200 SUMMER DOCKAGE MAIN	270,467.19
40220 SUMMER STORAGE	41,412.02
40250 DISCOUNTS GIVEN	-15,800.02
40300 WINTER STORAGE	149,238.00
40325 LIFT INCOME	28,275.00
40337 HARBOR MAINTENANCE	37,972.65
40350 UTILITIES- METERED (GAS/ELEC/WATER)	58,924.34
40351 UTILITIES- COMMON AREA FEES	160.00
40500 GASOLINE INCOME	72,290.71
40550 TRANSIENT	2,317.00
40700 SHIP STORE SALES	8,906.83
40750 MARKUP	42.50
40800 SERVICES	14,622.11
42000 SAFETY FEES	8,400.00
42500 YARD INCOME	7,160.00
CLUB HOUSE FUND EXPENSE	0.00
SOCIAL FUND	4,140.00
SOCIAL FUND EXPENSE	0.00
Total 40000 REVENUE	722,364.99
Sales of Product Income-1	60.00
Unapplied Cash Payment Income	
Uncategorized Income	0.81
Total Income	\$722,425.80



Cost of Goods Sold	
50000 COST OF GOODS SOLD	197.93
50100 COS- GAS	62,321.73
50300 COS-SHIP STORE	11,082.75
50400 COS-SALES TAX	-3,184.35
Total Cost of Goods Sold	\$70,418.06
GROSS PROFIT	\$652,007.74

Expenses

60000 MEMBERSHIP & FUNDRAISING	100.60
60100 ADVERTISING & PROMOTIONS	2,652.28
60600 SOCIAL FUND EXPENSES	15,799.82
60700 SOCIAL GIFTS	203.45
60800 CLUB HOUSE EXPENSE	4,214.90
61000 BANK FEES/SERVICE CHARGES	9,087.31
61050 DREDGING LOAN FEES	400.00
61100 OFFICE SUPPLIES & EQUIPMENT	5,282.14
61150 OFFICE SOFTWARE	9,356.07
61170 OFFICE/GENERAL ADMINISTRATIVE	615.86
62000 MILEAGE -EMPLOYEES	4,099.73
63000 PAYROLL ADMINISTRATION	556.80
63500 PROFESSIONAL FEES	3,775.00
CONSULTING	4,489.88
Total 63500 PROFESSIONAL FEES	8,264.88
63600 TRAINING	1,511.90
64000 HARBOR RENT	55,664.64
65000 REPAIRS & MAINTENANCE	82,217.88
65150 SECURITY	346.16
FLOOD EXPENSE	1,173.21
Total 65000 REPAIRS & MAINTENANCE	83,737.25



65400 SHOP SUPPLIES	12,351.07
65500 DREDGE & MODIFICATIONS	25,834.15
66000 EQUIPMENT & STORAGE RENT	0.00
66001 WINTER/WINTERIZING	4,387.30
66100 SAFETY EQUIPMENT	323.81
66200 PERMITS, LICENSES	383.73
67000 WAGES & BENEFITS	
67100 GROSS WAGES	150,168.70
67200 PAYROLL TAXES	-11,911.26
67400 RETIREMENT EXPENSE-ER	4,407.79
WORKMAN'S COMP	5,018.00
Total 67000 WAGES & BENEFITS	147,683.23
68000 INTEREST EXPENSE	7,652.25
68500 LIABILILTY INSURANCE	23,116.19
69000 UTILITIES	75,440.06
70000 OPERATING	
70435 SMALL TOOLS	
Total 70000 OPERATING	
70075 BAD DEBTS	113,938.04
Uncategorized Expense	4,000.00
Total Expenses	\$616,657.46
NET OPERATING INCOME	\$35,350.28
Other Income	
90100 INTEREST INCOME	0.00
90125 FINANCE CHARGE INCOME	1,413.69
Total 90100 INTEREST INCOME	1,413.69
90200 OTHER INCOME	-50.00
Late Fee Income	2,625.00
Total Other Income	\$3,988.69



Other Expenses	
70100 DEPRECIATION EXPENSE	90,660.00
90400 OTHER EXPENSES	1,180.50
Total Other Expenses	\$91,840.50
NET OTHER INCOME	\$ -87,851.81
NET INCOME	\$ -52,501.53



Secretary's Report - Troy Janisch

The St Paul Yacht Club had many notable achievements in 2023, as described in the Commodore's report. Chiefly among these, were dredging accomplishments that ensure our ability to enjoy life on the river.

The second year of lower harbor dredging was wholly disruptive to members that call the lower harbor home. Since this project was governed by the river conditions and the United States Army Corps of Engineers, SPYC was limited in its abilities to communicate the timeline and duration of activities. We endured and learned from the lower harbor dredging project. That project is behind us now – but the need for dredging remains.

During the November, 2023, meeting the board approved \$200,000 to dredge the opening and a few designated areas of the upper harbor. Using a vendor to complete this dredging, as early in the season as possible, will provide everyone with the longest boating season possible. And, it will allow our team to leverage the mudcat, as needed, for dredging activities throughout the season. Since we are managing upper harbor dredging activities ourselves, our abilities to communicate the timeline and activities associated with dredging will be unhindered.

SPYC's secretary is elected every year on the second Tuesday in February. I was elected secretary after the previous board secretary, Barb Haake, left office in February 2023. I have served in this position for a year. During that time, we've sustained the ability for members to attend meetings via Zoom, in addition to attending meetings in person. At the beginning of the term, based on feedback from those attending remote meetings in 2022, we added several microphones to be distributed among participants at each meeting. This improves the quality of audio for remote attendees.

In 2024, we've committed to taking a closer look at Bylaw requirements that require the board secretary to provide a member roster. Specifically:

ARTICLE 5 REPORTS: Paragraph 3. "The Secretary shall report on all meetings of the SPYC and shall provide a current roster of all voting, life, social, honorary, and associate members."

Changes to the article above may be required in 2024. Why? Data protection is a vital aspect of any club or society, as it ensures that the personal information of members is kept safe and secure. Protecting data about club members ensures that their personal information is not misused or mishandled. This includes sensitive information such as addresses and financial details. By keeping this information secure, we help prevent identity theft, fraud, and other malicious activities.

Most importantly, protecting data about club members helps to build trust and loyalty among members. When individuals know that their personal information is being handled responsibly, they are more likely to remain



active and engaged within the club. This can lead to increased membership, participation and support for our club.

I had the opportunity over the winter to browse several of the member directories published in the past by the club. It was a pleasure to see photos of our club's oldest members in their youngest days. I hope that this opportunity remains for others through the sharing of club photos, events and history in new ways. During the holiday party, for example, individuals were invited to share photos from this year. Also The role of club historian, previously filled by Charly Evans, may be important for making future use of these. Contact the marina manager if you are interested in filling this vacant role.

The SPYC office is the hub for managing personal information. Unsolicited member-to-member communications are managed through the office for this reason. The goal of this process is not to prevent individuals from sharing their personal information (such as phone numbers) to each other directly. Rather, it allows you to manage your own personal information among members.

Overall, I have enjoyed my year as secretary and have agreed to fill the role for another year. With that in mind, I've identified the following opportunities for 2024:

- Conduct Virtual Planning Meetings

Members expressed an interest in receiving minutes to upcoming meetings earlier. With that in mind, I will conduct a 20-minute Zoom-based 'planning meeting' two weeks prior to each monthly meeting. This time will be used to collect agenda topics and ensure that agendas are shared no less than one week prior to each meeting.

- Redouble efforts to protect private and confidential information

Staff, board members, and others have expressed concerns that confidential information is susceptible to unwarranted sharing. To ensure that sensitive information is safeguarded while less critical data is allowed appropriate flexibility, I suggest that we implement a simple classification system for SPYC in 2024.

- Public

Information that can be freely used, reused, and redistributed without repercussions. Examples include the name of SPYC Board members, the name of the Marina Manager, and general club contact information.

- Internal-Only

Information strictly accessible to club personnel, board members, or members who are granted access. Examples include internal-only communications, such as grievances, individual billing reminders, and early-drafts of SPYC plans.



- Confidential

Information requiring specific authorization and/or clearance. Examples include credit card numbers, cardholder data and personnel files.

We will also explore implementation of Google Confidential mode. If implemented, Google confidential mode prevents email SPYC accounts from sharing or forwarding confidential information.

These classifications will be shared with staff, new board members, and current board members for continuity. If members have questions or concerns about SPYC board activities or day-to-day operations, I encourage you to contact our marina manager or a current member of the SPYC board. We also encourage members to attend monthly board meetings in person, or online.

Thanks to everyone for helping SPYC during the past year - and for your service during SPYC's special events.

Troy Janisch

St. Paul Yacht Club - Secretary



Motions and Actions of Note Approved by the Board in 2023

Changes to by-Laws: None

Changes to Standing Rules: Updated and published to SPYC website

Finance Changes:

Summary of changes for the 2024/25 budget:

- The summer slip rate stays at \$61
- Winter yard storage stays at \$35
- Winter in-water storage set to \$35

Credit Card policy changes:

- Convenience fee for any credit card payments outside of the fuel pump changed from 2.5% to 3%

General Board Motions:

February 2023:

- Fill empty at-large member seat with unelected Secretary candidate (Brett Cummings).

March 2023:

- No general board motions.

April 2023:

- No general board motions.

May 2023:

- No general board motions.

June 2023:

- Postpone late fees for lower harbor pre-dredge boat movement costs until 1 week after the July Board meeting pending discussion and resolution at that meeting.

July 2023:

- The club will pay half the costs from River City Welding, for moving six boats from the lower harbor prior to dredging.

August 2023:

- SPYC will provide \$1,000 to refurbish the peanuts on parade Commodore Lucy statue at the top of Gate A.



September 2023:

- Set \$1.48/therm natural gas rate for 2023-2024 winter season.
- Water meters (\$70-\$120) to be purchased by the club and resold at cost to liveaboard boaters. To be installed by 10/15. Individual meters will determine boat costs. Remaining water (main trickle) will be split evenly among liveaboards.
- Winter in-water storage fee for 2023-2024 winter season to be set to \$35/per linear ft.

October 2023:

- Build a new larger wood framed shed for the clubhouse with the remaining office refresh budget monies of \$3,159. Shed will be built by crew and volunteers as available. The existing shed will be disassembled and repurposed, if possible, to be a storage shed on the point for chairs, etc.
- Plan changes for Roster and Directory to be shared prior to beginning of 2024-2025 season.

November 2023:

- Increase credit card fee to 3%
- Approve 2024 budget as presented
- Approve \$23,000 on new motors for the workboat.
- Approve \$200,000 for upper harbor dredging in 2024. Vendor to dredge the harbor entry and designated areas, removing all waste.

December 2023:

- No meeting

New Regular Members:

- Jim Martin
- Brett Godsey



St. Paul Yacht Club

Profit and Loss

January - December 2023

	TOTAL
Income	
40000 REVENUE	200.00
40100 DUES INCOME	13,916.66
40150 CLUB HOUSE FUND	19,720.00
40200 SUMMER DOCKAGE MAIN	270,467.19
40220 SUMMER STORAGE	41,412.02
40250 DISCOUNTS GIVEN	-15,800.02
40300 WINTER STORAGE	149,238.00
40325 LIFT INCOME	28,275.00
40337 HARBOR MAINTENANCE	37,972.65
40350 UTILITIES- METERED (GAS/ELEC/WATER)	58,924.34
40351 UTILITIES- COMMON AREA FEES	160.00
40500 GASOLINE INCOME	72,290.71
40550 TRANSIENT	2,317.00
40700 SHIP STORE SALES	8,906.83
40750 MARKUP	42.50
40800 SERVICES	14,622.11
42000 SAFETY FEES	8,400.00
42500 YARD INCOME	7,160.00
CLUB HOUSE FUND EXPENSE	0.00
SOCIAL FUND	4,140.00
SOCIAL FUND EXPENSE	0.00
Total 40000 REVENUE	722,364.99
Sales of Product Income-1	60.00
Uncategorized Income	0.81
Total Income	\$722,425.80
Cost of Goods Sold	
50000 COST OF GOODS SOLD	197.93
50100 COS- GAS	62,321.73
50300 COS-SHIP STORE	11,082.75
50400 COS-SALES TAX	-3,184.35
Total Cost of Goods Sold	\$70,418.06
GROSS PROFIT	\$652,007.74
Expenses	
60000 MEMBERSHIP & FUNDRAISING	100.60
60100 ADVERTISING & PROMOTIONS	2,652.28
60600 SOCIAL FUND EXPENSES	15,799.82
60700 SOCIAL GIFTS	203.45
60800 CLUB HOUSE EXPENSE	4,214.90
61000 BANK FEES/SERVICE CHARGES	9,087.31
61050 DREDGING LOAN FEES	400.00

St. Paul Yacht Club

Profit and Loss

January - December 2023

	TOTAL
61100 OFFICE SUPPLIES & EQUIPMENT	5,282.14
61150 OFFICE SOFTWARE	9,356.07
61170 OFFICE/GENERAL ADMINISTRATIVE	615.86
62000 MILEAGE -EMPLOYEES	4,099.73
63000 PAYROLL ADMINISTRATION	556.80
63500 PROFESSIONAL FEES	3,775.00
CONSULTING	4,489.88
Total 63500 PROFESSIONAL FEES	8,264.88
63600 TRAINING	1,511.90
64000 HARBOR RENT	55,664.64
65000 REPAIRS & MAINTENANCE	82,217.88
65150 SECURITY	346.16
FLOOD EXPENSE	1,173.21
Total 65000 REPAIRS & MAINTENANCE	83,737.25
65400 SHOP SUPPLIES	12,351.07
65500 DREDGE & MODIFICATIONS	25,834.15
66000 EQUIPMENT & STORAGE RENT	0.00
66001 WINTER/WINTERIZING	4,387.30
66100 SAFETY EQUIPMENT	323.81
66200 PERMITS, LICENSES	383.73
67000 WAGES & BENEFITS	
67100 GROSS WAGES	150,168.70
67200 PAYROLL TAXES	-11,911.26
67400 RETIREMENT EXPENSE-ER	4,407.79
WORKMAN'S COMP	5,018.00
Total 67000 WAGES & BENEFITS	147,683.23
68000 INTEREST EXPENSE	7,652.25
68500 LIABILITY INSURANCE	23,116.19
69000 UTILITIES	75,440.06
70075 BAD DEBTS	113,938.04
Uncategorized Expense	4,000.00
Total Expenses	\$616,657.46
NET OPERATING INCOME	\$35,350.28
Other Income	
90100 INTEREST INCOME	0.00
90125 FINANCE CHARGE INCOME	1,413.69
Total 90100 INTEREST INCOME	1,413.69
90200 OTHER INCOME	-125.00
Late Fee Income	2,625.00
Total Other Income	\$3,913.69

St. Paul Yacht Club

Profit and Loss

January - December 2023

	TOTAL
Other Expenses	
70100 DEPRECIATION EXPENSE	90,660.00
90400 OTHER EXPENSES	1,180.50
Total Other Expenses	\$91,840.50
NET OTHER INCOME	\$ -87,926.81
NET INCOME	\$ -52,576.53

St. Paul Yacht Club Profit and Loss

	2023 Budget	2023 Actual	2024 Proposed	
Income				
40000 REVENUE				
40100 DUES INCOME	14,400.00	13,916.66	15,100.00	151 boats x \$100 (Water and Land)-includes 20 new slips
40150 CLUB HOUSE FUND	19,440.00	19,720.00	20,385.00	Total # of boats x \$135 (water and land)-includes 20 new slips
40200 SUMMER DOCKAGE MAIN	324,886.00	286,605.19	321,287.00	Total ft of rented slips x \$61-includes 20 new slips
40220 SUMMER STORAGE	23,800.00	40,346.02	21,420.00	Total ft of boat x \$35
40250 DISCOUNTS GIVEN	(15,000.00)	(15,800.00)	(19,500.00)	65 members x (\$300)
40300 WINTER STORAGE	166,036.00	124,875.00	126,485.00	Total ft of boat (land/water) x \$35-includes 20 new slips
40325 LIFT INCOME	45,260.00	36,400.00	49,075.00	Portion of storage fees allocated to travel-lift service
40337 HARBOR MAINTENANCE	39,039.00	37,972.65	52,670.00	Total ft of slip x \$10.0-includes 20 new slips
40350 UTILITY SALES(GAS/ELEC/WATER)	25,000.00	59,059.90	60,000.00	Billed/metered utilities
40360 WINTER WATER UTILITY SALES			12,000.00	
40500 GASOLINE INCOME	67,500.00	73,042.31	75,000.00	Gross sales of gas based on 15k gallons @ \$5.00/gal
40550 TRANSIENT	1,000.00	2,317.00	2,000.00	
Total 40700 SHIP STORE SALES	3,000.00	8,906.83	10,000.00	Gross revenue from ship store
42000 SAFETY FEES	-	8,400.00	-	
42500 Yard Income	2,500.00	-	-	Yard/staff services
Total 40000 REVENUE	716,861.00	695,761.56	745,922.00	
Total Income	716,861.00	695,761.56	745,922.00	
Cost of Goods Sold				
50100 COS- GAS	52,500.00	48,658.92	60,000.00	Assuming 15k gallons @ \$4.00/gal
50300 COS-SHIP STORE	2,700.00	9,253.03	6,000.00	Cost of ship store inventory
50400 COS-SALES TAX EXPENSE	240.00		985.00	9.85% of ship store sales
Total Cost of Goods Sold	55,440.00	57,911.95	66,985.00	
Gross Profit	661,421.00	637,849.61	678,937.00	
Expenses				
60000 MEMBERSHIP & FUNDRAISING		100.60		
60300 ANCHOR & LINE				
Total 60000 MEMBERSHIP & FUNDRAISING				
60100 ADVERTISING & PROMOTIONS	7,500.00	1,552.28	5,000.00	Boat show, marketing efforts
60600 SOCIAL FUND	15,000.00	12,572.62	15,100.00	Social events, total # of boats x \$100

60800 CLUB HOUSE EXPENSE	6,000.00	6,514.90	6,500.00	Cleaning and supplies, other projects?
61000 BANK FEES/SERVICE CHARGES	7,500.00	9,287.98	3,000.00	Credit servicing fees covered 100% under new proposal
61100 OFFICE SUPPLIES & EQUIPMENT	5,000.00	4,160.29	5,000.00	Misc office needs
61150 OFFICE SOFTWARE	1,800.00	3,584.00	6,000.00	Zoom, Google Business, Website,
61170 OFFICE/GENERAL ADMINISTRATIVE EXPENSES	500.00	967.12	1,000.00	
62000 MILEAGE -EMPLOYEES	750.00	3,430.97	1,000.00	
63000 PAYROLL ADMINISTRATION	3,000.00	556.80	1,000.00	Paychex monthly fee,
63500 PROFESSIONAL FEES	7,500.00	8,264.88	7,500.00	Smith Schafer accounting, NMMA fees
63600 TRAINING/PROFESSIONAL DEVELOPMENT	7,000.00	4,511.90	7,000.00	Training/Consulting/Legal Fees
64000 HARBOR RENT	59,490.25	27,500.00	58,649.00	12.5% of slip fees and winter storage
65000 REPAIRS & MAINTENANCE	50,000.00	49,938.43	55,000.00	Equip/facility maint., dock board replacement/floats (\$15k)
65400 SHOP SUPPLIES	10,000.00	5,955.82	7,000.00	Misc supplies
65500 DREDGE & MODIFICATIONS EXPENSE	55,000.00	25,834.15	50,000.00	Dredge equip/material, spoil removal
66001 WINTER EXPENSES	2,000.00	3,026.50	4,000.00	Winterization
66100 SAFETY EQUIPMENT	2,000.00	323.81	1,000.00	Misc safety equip/gear
66200 PERMITS, LICENSES	1,500.00	147.60	1,500.00	DNR/City permits and registrations
67000 WAGES & BENEFITS				
67100 GROSS WAGES	189,025.00	122,004.00		Included in summary line 67000 Wages and Benefits
67200 PAYROLL TAXES	33,777.00	21,721.22		Included in summary line 67000 Wages and Benefits
67400 RETIREMENT EXPENSE-ER	4,000.00	-		Included in summary line 67000 Wages and Benefits
WORKMAN'S COMP	3,500.00	2,460.00		Included in summary line 67000 Wages and Benefits
Total 67000 WAGES & BENEFITS	230,302.00	146,185.22	240,000.00	2023 actuals include \$71,758.89 employee retention credit
68000 INTEREST EXPENSE	9,000.00	3,247.67	9,000.00	Mudcat loan interest
68500 LIABILITY INSURANCE	18,000.00	3,147.00	22,000.00	General liability insurance
69000 UTILITIES	25,000.00	63,482.64	65,000.00	Billed/Metered utilities + marina common utilities
Total 70000 OPERATING	5,000.00	-	-	small tools
70075 BAD DEBTS	15,000.00	113,938.04	15,000.00	
Total Expenses	543,842.25	498,130.62	586,249.00	
Net Operating Income	117,578.75	139,718.99	92,688.00	
Other Income				
Total 90100 INTEREST INCOME	-	-	-	Accounts receivable interest
Total Other Income	-	-	-	
Other Expenses				
70100 DEPRECIATION EXPENSE	75,000.00	83,544.30	90,000.00	Includes mudcat loan principal payments

90400 OTHER EXPENSES		1,180.50	-	
Long-Term Debt Repayment Plug	30,000.00	-	-	Included in depreciation expense
Total Other Expenses	105,000.00	83,544.30	90,000.00	
Net Other Income	(105,000.00)	(83,544.30)	(90,000.00)	
Net Income	12,578.75	56,174.69	2,688.00	

Notes:

- 1) Gray boxes are previous budget line items removed or consolidated in the 2023 budget following the accounting review completed last year
- 2) 2023 actuals are as of 11/16/2023
- 3) Actuals in RED indicate line items with additional expected costs before the end of the year

2024 Proposed Capital Expenses			
Dedging UH mouth (LSM)	\$	200,000	
New outboards for workboat	\$	23,000	
New dock boards (approx. 400ft of dock)	\$	5,000	Included in proposed budget
Mini split unit for clubhouse	\$	7,500	
Boat show display	\$	3,500	Will be covered in 2023 expenses
New dock floats	\$	10,000	Included in proposed budget



St. Paul Yacht Club Standing Rules and Regulations

The following document is a compilation of Rules, Policies and Procedures. It is written in a format where it may remain a whole document or parts may be separated from the whole document to stand alone. The Board of Directors may, from time to time, adopt Standing Rules and regulations for the management and conduct of the affairs of the SPYC and it shall have power to fix the amount of annual dues, fees, assessments and charges for the services to be paid by the members. Such Standing Rules and Regulations, which will be appended hereto, shall be posted in the office and available on the SPYC website.

The Standing Rules have been categorized using the following headings:

Preamble

General Rules for Safety and Security Policy

Operations Policy

Office Administration Policy, Fees Clubhouse Rules

Procedure for Regular Membership and Expectations of Member

Resident Live aboard Standing Rule

Summary Sheet

Appendices

A. Credit Policy

B. Appearance & Maintenance Standards

Preamble

The SPYC is dedicated to providing an environment where all members can enjoy safe and affordable boating. To achieve this goal, everyone must adhere to certain rules and regulations. We are fortunate that there are organizations, like the Coast Guard, that have developed specific rules emphasizing safety while boating on inland waterways. The SPYC complies with all government rules and regulations and all rules with regard to Harriet Island Regional Park. The SPYC supports environmentally responsible boating practices, stipulated by the Environmental Protection Agency as well as by the Pollution Control Agency.

Although the SPYC is not an enforcement entity for the above agencies or any other agency, it stands firmly in support and strongly encourages its membership in the practice of responsible and environmentally safe use of the Mississippi River and adjoining waterways.

Everyone shares in the responsibility to make our club successful. This set of Standing Rules cannot be so inclusive as to cover all scenarios. It is not meant to be the last word in safe boating, SPYC security or member behavior. Instead, it is a set of rules to help chart our course into the future as a vital, healthy cooperative of like-minded boaters.

General Rules for Safety and Security

1. All boats in harbors or on club property must conform to the club rules for safety standards and overall appearance, as established in appendix B, **SPYC Safety, Appearance & Maintenance Standards**. Any boat found to be unsafe or in unsound condition and/or appearance is to be corrected within 30 days of notification. Any identified condition on a boat which constitutes a fire, health or safety hazard must be corrected by the owner immediately.
2. All boats must meet applicable State and Federal laws and regulations for legal and safe operation, including marine sanitation devices that are certified and meet current Federal law.
3. Safety of family and guests is the responsibility of the boat owner. Children must be supervised. Life jackets are recommended for children while they are on the docks.
4. Docks must be unobstructed at all times. Walkways, fingers, and triangles must be unobstructed by any material, bicycles, plants, construction material, or any trip hazards. Boats must be tied in such a way that nothing (bow, pulpit, and anchor) extends over the main walkway.
5. No Swimming is allowed in the SPYC harbors. **No fishing is allowed in the SPYC harbor or from the SPYC docks.**
6. The walkways, docks, triangles, and fingers are designed for pedestrian traffic only. Riding of bicycles or other wheeled vehicles, except those required for handicap access, is prohibited. Storage of any material is prohibited.
7. All boats must be operated at closed throttle, no wake speed in the harbor(s).
8. Boaters are responsible for keeping security gates locked at all times. It is the boater's responsibility to arrange access for guests. Do not disclose the gate security code to guests.
9. Please respect your neighbors. All boaters and guests must conduct themselves so as to not create annoyance, hazard or nuisance to other boaters or guests. Quiet hours are as follows: Sunday through Thursday 10:00 PM until 8:00AM. Friday and Saturday: Midnight until 8:00 AM.
10. No political posters are allowed in the marinas or on any boats while in the harbor. **No "For Sale" signs are allowed on boats in the harbor.**
11. Home occupations are defined by the St. Paul Zoning Code, Sections 60.208H and 60412.7, except that no signs are to be posted. Any business that would require frequent or regular foot traffic on the dock from non-members is prohibited.

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12. All pets must be leashed when not on your boat and restrained on the boat so they cannot charge at people walking on the dock. Any droppings on the fingers, walkways, or park land are to be cleaned up immediately and disposed of in the rubbish containers. Owners must control barking dogs so that neighboring boaters are not disturbed. **All Park rules regarding pets MUST be followed when in park, including the requirement that all pets must be leashed when on the docks or park property.**
13. All repair/service persons MUST be authorized by the office prior to starting work and provide an insurance certificate of at least \$300,000.00 liability and have SPYC listed as an additional insured. The boat owner is responsible for arranging access to the dock for repair and service personnel and must be present during the work if outside marina business hours. Do not disclose the gate codes to the repair/service personnel. Exceptions may be approved, in advance, on a case-by-case basis by the Marina Manager if circumstances require it.
14. When storing boats, remove all valuables, secure ladders to boat and check on boat during time in storage. Unattended boats in the boat yard may not be plugged into power without the boat owner on the marina premises. Unsecured ladders and unattended power cords are subject to confiscation by SPYC personnel.
15. All slip-holders must attend an orientation meeting during their first boating season at the SPYC. Every effort must be made by the applicant and/or crewmembers to be present. Applicant with SIGNIFICANT scheduling conflicts must contact Marina Manager for their options. Slippage may be rescinded if no effort is made by the new boater to comply.
16. Fueling of boats is not permitted in the slips. Absolutely no fueling is allowed on the docks, fingers or walkways.
17. Oil must be disposed of in the used oil recycle tank and used filters must not be left in the drain tray on top of the tank.
18. Boats stored in the boat yard may not be used as living/sleeping accommodations.

Operations Policy

These are meant as guidelines and exceptions may be made on a case by case basis by the board.

1. In the event of an emergency during the boater's absence, the SPYC staff is authorized to take any action deemed necessary with regard to boats in the harbors.
2. Only vessels commercially produced by a U.S. Coast Guard registered manufacturer will be considered for dockage at the SPYC unless specifically approved by the Board. Owners of non-standard boats must submit a photograph and current survey of the boat for consideration of dockage by the Board. Plans for major modifications must be submitted to the Board for approval before work is started. Changes to the existing design of a boat which materially and substantially alter the exterior appearance must be approved by the Board.
3. Approval for a slip will depend on slip availability, the boat length, width, draft, height, appearance, power, heating system, waste disposal system and operational safety of the boat as observed by the Board and/or marina manager as well as procedures followed for application process. The SPYC Fleet Measurer/Dockmaster will measure all boats and file a complete report with the SPYC Manager.
4. All boats must be of a cruising type with adequate self-contained power, in good operating condition, and capable of moving under their own power in case of emergency.
5. Slip transfers must be in accordance with Bylaw Article VI: A voting member is entitled to the following: Have the option to transfer his/her slip lease in the event of the sale of voting member's boat if purchaser of said boat stays within the harbor. The new purchaser/slip holder must comply with all rules and requirements set forth by the SPYC board. Associate membership slips are not transferable.
6. No slip-holder is allowed to grant temporary use privileges for their slip or any vacant slip. Vacant slips may be assigned to other boats at the discretion of the Marina Manager.
7. All boats must be in their assigned slip. Any boat in the wrong slip or not assigned a slip will be towed to its slip or pulled out of the water, and a service charge will be assessed. The marina manager may grant temporary slip assignment prior to the boat arriving at marina.
8. All boats shall be secured with adequate lines and in a manner acceptable to marina operations. Reference nautical rules and standards for recommended line sizes.

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9. Slips and/or slipcovers may not be altered without the approval of the Board. Covers must be of an approved design and approved material.
10. No boat rental, subleasing or chartering is allowed in the SPYC Marina.
11. Before purchasing a new boat, you MUST contact the Marina Manager prior to arrival. The new boat MUST fit completely inside your slip; if it doesn't fit you will have to apply for the correct size slip. NO BOAT will be allowed to hang out past end of fingers.
12. Dock inspections of the lower harbor and upper harbor will be made by operations staff or Dockmaster on a regular basis to ensure compliance with rules and regulations. Dockmaster will determine problems or necessary repairs and forward a report to the Board of Directors or Marina Manager as appropriate. Dockmaster shall report the operating condition of pump out systems and ensure a work order request is submitted; identify any member who is not in compliance with city, state, park or SPYC Standing Rules; walk the docks and reports issues that should be addressed to the appropriate staff committee chair or board; may collaborate with the SPYC employees, subject to the discretion, direction and approval of the Board of Directors or Marina Manager per said task.
13. Persons with Resident Live Aboard status may shrink- wrap their boats for the winter months with translucent or white shrink wrap. The SPYC strongly recommends the following: *Boats should not be wrapped in a manner that reduces the safe ventilation needed for heating in the winter season. Boats must have operating CO detectors, winter and summer. SPYC strongly recommends that persons with Resident Live Aboard status have an annual furnace inspection by a certified technician. The technician should also verify the ventilation needs of the vessel, given the wrapping of the boat.*
14. No winter storage structures may be built in the boat yard other than framing secured on the decks of the boat. Covers may be shrink wrap, fitted canvas covers or tarp material with an appropriate support structure.
15. Second boats that fit inside the footprint of the slip or leased space are allowed. Second boats that do not fit within the footprint of slip or leased space are not allowed. Tenders or dinghies stored on the boat or in the water must not be longer than the slip width, and must not extend past the end of the slip by more than 3 feet.
16. All storage boxes located on the docks must be the approved type, purchased through the Marina Manager's office and installed by staff.
17. Garbage and refuse must be deposited in dumpsters provided. These are for common household waste only. They are not to be used for electronics, tires, appliances, furniture, construction material, hazardous materials, shrink wrap materials or tarps.

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18. A voting member in good standing may take a leave of absence of up to three years with written application to the board with the understanding that he/she will be eligible for the first available and appropriate length slip upon return. Sale of boats and transfers of slip void this right. Members must continue to pay annual member dues during the absence.
19. A voting member in good standing will, upon payment of the \$100 application fee, immediately go to the top of the slip waiting list.
20. No more than two non-guest vehicles are allowed per boat on an ongoing basis in any parking area.
21. Additional vehicles may be stored upon payment of a storage fee. No storage will be permitted without Marina Manager approval.
22. In order to promote an active boating community continuous storage on land through multiple summer and winter seasons is not allowed. In the case of major restoration or re-fit projects boat owners are to communicate a plan and timeline to the Board so progress can be monitored.

Office Administration Policy, Fees

1. Fees must be paid in full, a lease signed and a compliant Certificate of Insurance on file, before a boat will be launched, lifted, stored or docked.
2. Summer storage/dockage fee is due at launch or April 15th whichever occurs first. Winter storage/dockage fee is due at pull out or October 15th, whichever occurs first. Winter storage fee includes haul-out, hull pressure wash, blocking in the upper harbor storage lot and launch in the spring. It is the owner's responsibility to move the boat to an assigned temporary slip in the upper harbor to facilitate haul-out. Vessels not in the upper harbor and/or moored stern in toward the walkway will be charged a fee for retrieval. Vessels unable to return to their assigned slip in the spring will be charged a fee to move the boat from the launch well to its assigned slip.
3. Summer slip rental deposits must be received by the office no later than December 1st for the following summer season. The deposit is not refunded if suitable slip/storage is offered and refused.
4. Invoices are due upon receipt. Interest rate of 18% (annual rate) and/or late fee will be charged on all past due accounts. Please refer to **SPYC Credit Policy** for complete detail.
5. Due date for membership dues is April 15th, each year and will be billed along with summer season fees.

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6. Slip fees are not refundable.
7. Boaters may be charged an hourly fee for work they did not or could not do for which staff had to provide service. Please refer to fee schedule, posted at marina office.
8. Boaters will be charged a seasonal fee for placing and storing small boats and trailers in storage yard. All trailered boats and trailers must be identified with the owner's name. Approval must be given and fees are to be paid prior to arrival in storage yard. If the office isn't notified and we have to find the owner, they will be charged DOUBLE the normal fees. (See rate sheet in office). Any unidentified trailer, boat, or other item is subject to immobilization.
9. The initiation fee is due immediately following new membership approval by the Board of Directors. Please see fee schedule, posted at marina office.
10. Commons Fees (formerly referred to as "base utility charge") are charged to all slip holders to cover utilities and maintenance of common areas including, but not limited to sewer, water, lighting, and trash removal.
11. Official parking stickers must be signed for. Marina Manager will keep records of tag numbers. Each slip holder is permitted two tags.
12. Marina Manager is to be in charge of the clubhouse calendar, allowing members to reserve the Clubhouse. A fee will be charged to member for reservation. Please refer to fee schedule, posted in marina office.
13. All Clubhouse rules will be posted in a visible spot in the Clubhouse.
14. Final approval for slippage requires signed lease and current Certificate of Insurance for minimum of \$300,000.00 liability and SPYC must be listed as an additional insured. A Certificate of Insurance must be provided annually thereafter.
15. A change in slip assignment must be requested in writing, dated, and if a waiting list exists, added to that list along with payment of the \$100 application fee. Changes are subject to approval by the Marina Manager, and may be subject to marina conditions.

Clubhouse Rules

Club rules are available in the Marina office and shall be posted in the Clubhouse.

1. No smoking is allowed in the clubhouse.
2. No alcohol sales of any type are allowed.
3. No pets are allowed inside the clubhouse.
4. No equipment or furniture may be removed from the clubhouse.
5. All trash must be deposited in the yard dumpster.
6. Food items are not to be left in the refrigerator or freezer.
7. All Events must provide their own supplies. Existing supplies are reserved for the SPYC Social Committee (I.e. paper products, plastic ware etc.).
8. The clubhouse is to be left in good condition and clean after each use. (The Member responsible for the Event or Rental will be assessed for any unusual cleaning, repair or replacement costs)
9. Event or Rental Items may not be left or installed in the clubhouse without SPYC Marina Manager approval.
10. Events shall not limit usage of the Bathrooms, Showers & Utility rooms to SPYC Members, Associate Members and their guests.

Clubhouse Usage:

SPYC Members, Associate Members and Employees may use the SPYC clubhouse for private events, subject to Clubhouse rules, ordinances and state law. The Clubhouse is a benefit to SPYC Members. The private usage should be reflective of that and shall be restricted to members. Exceptions must have SPYC Board approval.

Usage fee will be charged for all private parties held in the clubhouse. Please refer to the SPYC Clubhouse Event Type for usage fees. Reservations will be honored by usage fee paid date and may be requested through the Marina Manager.

Limited commercial or political usage may be allowed on a case-by-case basis with prior approval from the Board of Directors.

Procedure for Voting membership and Expectations of Member

Associate members may apply to become a voting member after a 1-year probationary associate membership.

Application process for membership is as follows:

- a. Application forms may be obtained from the office or on the SPYC website.
- b. An application form must be completed and signed by the applicant and two regular members who agree to be sponsors before the application is submitted.
- c. During the probationary year, applicant must attend an orientation program.
- d. During the last month of the probationary period, the application is presented at the monthly board of directors meeting. If membership is approved, the applicant is inducted at the following General Meeting. The initiation fee and attendance at an orientation program is due prior to induction.

Prospective members are expected to demonstrate their interest in and commitment to the goals of the SPYC by attending and participating at Club meetings, social events and work parties.

Upon notification of favorable action by the Board on the application, and payment of initial membership fee, full recognition of membership, with its voting and fee reduction privileges, will be granted.

Resident Live aboard Standing Rules

Definition of a Resident Live aboard at the SPYC: Resident Live aboard must be voting members of the SPYC. They must have the SPYC as their primary year-round address (e.g., voter registration, driver's license, mailing, etc.) and they must use their boat as their primary residence. A letter of intent to be a year around resident of SPYC must be filed with the SPYC. (This would establish the Live aboard waiting list. It would maintain live aboard status during extended absences from marina i.e. 9 months in marina, 3 months in another location. Also would eliminate extended stay boaters avoiding meeting Live aboard criteria)

Becoming a Resident Live aboard at the SPYC:

1. Live aboard Slip: A Live aboard Slip must have access to metered electricity, metered natural gas or Board of Directors approved heating system and fuel, and access to the waste removal system.

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2. Live aboard Boat: The Live aboard boat must have capabilities to receive safe and approved heating fuel to a safe and approved heating system, ability to move under its own power from and into its slip, adequate insulation to avoid use of external insulation during winter months (without specific yearly approval from the Board of Directors), and show proof of a permanently deactivated waste overboard pump out system.
3. Slip Location: The Lease with the City of St. Paul allows up to 25 Live aboard slips at the SPYC. The specific slip for each Live aboard boat may vary from year to year depending on boat size, utilities available at the slip, marina and river conditions. Specific slip location assignment is the responsibility of the Board of Directors. The Board of Directors may delegate this responsibility to a committee or to the Marina manager as necessary.
4. Slip Priority: From the letter of intent list of Live aboard the next available vacant Live aboard position will be offered to the oldest dated letter of intent seeking a slip. (If no Live aboard need the vacant slip it can be leased to a Recreational boater for the summer season.)
5. Membership: Application for voting membership in the SPYC must be submitted to the marina manager at the time of move-in to the slip and will be held for the one-year probationary period.
 - a. A one-year live aboard probation period is begun upon move-in to the slip and spans an entire year including summer and winter boating seasons.
 - b. Primary residency is changed to the SPYC.
 - c. All fees throughout the probation period must be paid.
 - d. A survey of the live aboard vessel and engine/s will be completed within the last 5 years.
 - e. Documentation of required insurance as specified by SPYC.
 - f. If failing to attain Voting Membership status after the one-year probationary period, the provisional live aboard will willingly vacate the assigned slip by the end of the summer boating season and may not stay for a second winter season
 - g. Review and approval or rejection by SPYC Board of Directors. (This review is to be conducted at next Board meeting following the one year probation period regardless of month)

NOTE: The Bylaws under Article VI state: “A regular member is entitled to the following privileges...: Have the option to transfer his/her slip lease in the event of the sale of regular member’s boat if purchaser of said boat stays within the harbor. The new purchaser/slip holder has to comply with all rules and requirements set forth by the SPYC board.”

6. Slip Rights: The purchaser of a SPYC Resident Live aboard boat from a voting member has the right to move aboard the boat in an authorized slip upon purchase of the boat as a “Provisional Live aboard”. Purchaser is to be informed by the SPYC of the

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qualifications required in above article 5. a. through g. to achieve permanent “Resident Live aboard” status.

All of the above referred qualifications and regulations are to be observed. After the one- year probationary period, the Provisional Live aboard application for regular voting membership into the SPYC is submitted by the prospective live aboard, by the marina manager, or by a sponsoring board member, to the SPYC Board of Directors for approval or denial. If approved, the Live aboard becomes a permanent “Resident Live aboard” and a voting member of the SPYC. If the application is denied, the owner of the boat must move off the boat for the winter seasons but may remain a recreational boater upon approval of the Board of Directors. The boat may be required to move to another slip by the Marina Manager thus providing an available vacant Live aboard slip.

Summary Sheet

All boats in harbors or on club property must conform to the club rules for safety standards and overall appearance, as established in appendix B, **SPYC Safety, Appearance & Maintenance Standards**. Any boat found to be “unsafe” or in unsound condition and/or appearance is to be corrected within 30 days of notification. Any identified condition on a boat which constitutes a fire, health or safety hazard must be corrected by the owner immediately.

Fueling of boats is not permitted in the slips or boat yards. Absolutely no fueling is allowed on the docks, fingers or walkways.

All pets must be leashed when on the docks and park property.

Oil must be disposed of in the proper manner. See staff for proper disposal.

When storing boats, remove all valuables, lock ladders to boat and check on boat during time in storage. Unlocked ladders and unattended power cords are subject to confiscation by SPYC personnel.

Before purchase of a larger boat, it is strongly advised that a slip-holder contact the Marina Manager. There is no guarantee of slip availability for a different boat.

Dock inspections of the upper and lower harbor will be made by operations staff or quartermasters on a regular basis to ensure compliance with rules.

All slip-holders must attend an orientation program for prospective slip-holders. This must take place during their first year. Applicants with SIGNIFICANT scheduling conflicts must contact marina manager.

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Appendices

- A. Credit Policy
- B. Appearance & Maintenance Standards

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Appendix A: Credit Policy

Recurring Charges (Annual Slip Fees, Winter Storage, etc.)

All statement amounts are due by the designated due date. A \$25.00 per month late fee will be added for each month that the balance remains unpaid and a 1 ½% interest will be charged on the outstanding balance. Partial payments will be accepted. However a monthly late payment fee will still be charged on the balance due and the following will also apply:

Slip Lease Holders

Anyone with an outstanding balance in excess of 30 days from the date of the invoice may:

1. Not be extended any additional credit or a contract for the following season.
2. Not have summer slip rights or be eligible for winter storage.
3. Be sent a written notice of delinquency and given 15 days in which to pay any outstanding balance or establish an approved payment plan and notified that their slip may be assigned to another boater.

SPYC Members

Anyone with an outstanding balance in excess of 30 days from the date of the invoice may:

1. Not be extended any additional credit.
2. Not have summer slip rights or be eligible for winter storage.
3. Be sent a written notice of delinquency and given 15 days in which to pay any outstanding balance and notified that their slip may be assigned to another boater. Members will also be notified that their membership privileges will be suspended until outstanding balances have been paid in full.
4. Not be permitted to vote or hold any elected or appointed officer or director position, or receive any member discounts for the remainder of the calendar year.
5. Any Board Member whose account becomes more than 60 days past due and has not made arrangements for an approved payment plan will forfeit his/her position as an Officer or Director of the SPYC.
6. The Board of Directors at its option may elect to terminate the membership of any member with an outstanding balance in excess of 90 days. If membership is terminated for non-payment by the Board of Directors, the member would be eligible to reapply for membership in the manner prescribed for new members and would be eligible for slip assignment or for placement on a waiting list provided all past due amounts have been paid.

Financial Hardships and Payment Plans

In an effort to assist members through possible financial hardships and to be financially responsible to all members of the Club, the St. Paul Yacht Club Board of Directors has adopted the following policy:

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Any member may request, in writing, a payment plan in the event of financial hardship. The request should include the reason for the hardship and must be completed on the form provided by the SPYC. The request should be sent to the Marina Manager before an account becomes delinquent (in excess of 30 days from the invoice date). The Marina Manager has the authority to approve payment plans.

Members may apply for a Financial Hardship Payment Plan only if their account and/or any current payment plans are not delinquent at the time of request. Any established payment plans must be completed before the next boating season. Members receiving payment plans will not be charged interest or late fees on payment plan amounts as long as the terms of the payment plan are adhered to and remain current.

If all terms and conditions of the payment plan are not met, the payment plan will automatically terminate and the outstanding balance, including all applicable late fees and interest, will be due and payable immediately, and all membership rights and privileges shall be suspended until full payment is received.

Appendix B: Safety, Appearance, and Maintenance StandardsSAFETY, APPEARANCE, AND MAINTENANCE STANDARDS FOR
BOATS AND FACILITIES OF THE SAINT PAUL YACHT CLUB

The Saint Paul Yacht Club enjoys the special privilege of being located within a national park, on the 'Mighty Mississippi' River, and across from downtown St. Paul, the state's capital city! Being in such a convenient and attractive location has been a great benefit for our member and associate boaters. Over the years we have seen many changes in the areas around us. Some of it we initiated, and some of it was the result of federal, state, city and private interests in upgrading the facilities and appearance of the Harriet Island Park land and riverfront properties. The Saint Paul Yacht Club has and will continue to benefit from these upgrades, as well as our own improvements. In that vein, the Board of Directors of the Saint Paul Yacht Club is implementing Appearance and Maintenance Standards to be applied to all boats regularly and temporarily slipped in our harbors, as well our marina facilities. These Standards are listed below. They are effective immediately. Some of these Standards are already in place. Other Standards are new. These Standards are necessary for many reasons including, but not limited to, the following:

- (1) We lease our land within a national park system and within St. Paul city property; our lease requires that the property and facilities all be kept clean, in good repair and neat appearance;
- (2) We share this leased property as 'common property' and therefore must meet the highest standards possible in our use; and
- (3) The current and future financial viability of our Club is based on being attractive to existing and new boaters who are looking for convenient, attractive facilities from which to boat.

Safety Check List

All boats should be checked at least yearly for the following safety items:

1. Engine compartment ventilation – engine compartment blowers must be in operational condition, including undamaged hoses to and from the blower.
2. Battery terminals - all positive battery terminals must be protected to prevent sparks if the terminals are shorted. A battery box or cover which prevents accidental contact with the battery terminals shall be acceptable.
3. Wiring – no uninsulated wires or splices are permitted low in the bilge where they may be exposed to immersion in water.
4. Backfire flame arrester – properly cleaned and installed backfire flame arresters must be present on any gasoline-powered engines, other than outboard engines.
5. Fuel system – no open fuel lines or leaks in any part of the fuel system are permitted.
6. Fire extinguishers – the minimum number of fire extinguishers as required by federal law shall be readily available. The extinguishers must be in serviceable condition.

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7. Marine sanitation device (toilet) – no overboard dumping of holding tanks is permitted. Any “Y” valves which would permit such dumping must be removed or permanently disabled.
8. Galley and heating system – no leaks in propane, natural gas, or other fuel is permitted. Propane tank enclosures must be vented overboard to prevent fumes from collecting in the bilge or inside the boat.

An inspection fee will be assessed to all slip holders to cover the cost of a staff inspection. The fee will be refunded if an authorized Coast Guard Auxiliary or Power Squadron Vessel Examiner performs a free Vessel Safety Check and proper documentation is submitted to the SPYC Office by June 15th.

STANDARDS LIST

These standards may be somewhat subjective in interpretation. The Board will be responsible for determining subjective discrepancies.

1. The exterior of boats must be clean and in good repair. Large areas of peeling paint, open holes in boats, large rust spots on boats, torn boat or slip covers, torn screens or broken windows are not acceptable as on-going appearance. If repairs are required and will be delayed, arrangements must be made with the Board and Marina Manager for an acceptable timeframe to complete the necessary work.
2. If a boat is being repaired or remodeled while in the water, the owner is responsible for making sure that the project is handled in a safe, neat, environmentally sound manner, and that noise, project materials and debris are kept to a minimum. Substantial modifications to the appearance of the boat must be approved by the Board before construction has begun.
3. Docks, triangles, and fingers are to be kept free of plants, materials storage or containers, seating, hammocks, etc. except for those dock boxes or containers approved by the Board.
4. If debris from a boat owner’s work project falls onto the docks, triangles, or fingers, it is the responsibility of the boat owner to clean up and properly dispose of the debris in a timely and environmentally safe manner to prevent safety problems, and to prevent docks, triangles, and fingers from becoming messy, cluttered or damaged.
5. Power cords are to be run under the docks. Hoses are not to be left on the docks, triangles, or fingers unless in use. While in use, care should be taken to arrange hoses so that they do not present a tripping hazard to others walking on the docks. Approved hose holders are available from the office. Power cords and other utility lines (e.g. gas, water, cables) must be supported so that no part of the cord or line is in the water. Cords or other utility cables found in the water will be disconnected and the slip owner notified.

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6. Individual dock boxes must be properly located and secured to docks and/or fingers. Combustible materials may not be stored in dock boxes.
7. Ladders must be stored and secured on the owner's boat.
8. Paint, varnish, paint brushes, sanding supplies, power and hand tools, etc. must be safely and neatly stored when not in use. Remember the hazards that paint and other chemicals present and handle/dispose of them properly. Such materials should not be stored in an engine compartment,
9. Tarps and frames or similar material used to temporarily cover a boat (boats being repaired, winter live-aboard boats, etc.) must be securely fastened with no loose folds. Note: Winter tarps for live-aboard boats must be in good repair when in use and must be removed and stored away by April 15th of each year.
10. Wheelbarrows, wheeled utility carts, grills, bicycles, etc. must be neatly stored on the owner's boat at all times. It is recommended that these items be limited to avoid a 'storage locker' appearance on the deck or top of a boat.
11. Planters for flowers and other plant material must not be placed on the docks, triangles, or fingers.
12. Separate standards have already been established for major construction projects on boats in the water. Please contact the Marina Manager for this information.
13. Transients boats will be turned away from our harbors if they do not meet our standards as listed here.
14. Any pet waste material from pets of boat owners, members or their guests must be immediately and properly disposed of in accordance with St. Paul city ordinances. If a pet has an accident on the docks, the person responsible for the pet must pick up and properly dispose of the waste material, and quickly clean off the section of dock affected.
15. No food materials should be left or stored on the docks or fingers that might encourage birds or animals to feed there.
16. Slip covers must be in good condition, without tears, rips, or severely worn sections. Slip cover frames must be of an approved design.
17. The disposal of scrap metal, junk, used antifreeze or other material is prohibited in the boat yard.

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- 18 Any Sheriff boat sold shall be removed from the boat yard if purchased by non-members.
19. All vessels 15 years or older must submit to the SPYC an acceptable hull survey at least every 5 years. This survey must specify that the hull is sound with no leakage, and shows no wasting that might cause water leakage.

It is the intent of the Saint Paul Yacht Club Board of Directors that we communicate clearly and act reasonably with regard to establishing Appearance and Maintenance Standards, determining which boats/boat owners are not in compliance and establishing a plan for resolving any non-compliance situations. To this end, the Marina Manager and Dockmaster will periodically walk the harbors. If a problem exists with a boat in our harbors, the owner will be notified in writing within three business days and be given a timeline for solving the problem. If a boat owner cannot resolve the problem in that timeframe or disagrees with the determination that they are not in compliance with the Standards, they may appeal the situation to the Grievance Committee of the Board of Directors. Any grievance not resolved within the Grievance Committee procedures may be taken to the full Board of Directors for final review and decision.

We sincerely believe that implementing these Standards is in the best interests of the Saint Paul Yacht Club as a whole. We welcome any questions you may have and we appreciate your compliance with the Standards in the spirit of maintaining a yacht club and boating facility of which we all can be proud!



PREAMBLE

The St. Paul Yacht Club (SPYC) is a Minnesota nonprofit corporation, tax exempt under not-for profit organization IRS Code section - IRC 501(C)(7) whose goals are to provide marine facilities within Harriet Island Regional Park, to promote safe and affordable boating on the Mississippi River, to be an asset to the community, and to be an exemplary model of proper stewardship of the Mississippi River. The SPYC also supports appropriate social activities for its members and boaters, a suitable environment for its community and general enjoyment of the river. To this end, the St. Paul Yacht Club will build, own and maintain such buildings, docks and other facilities as are necessary to pursue these goals.

Article I: NAME

The name of the corporation is the St. Paul Yacht Club (hereinafter referred to as the “SPYC”).

Article II: PURPOSE

The purpose of the SPYC is as set forth in the Articles of Incorporation, as amended and restated to promote safe and affordable boating. The SPYC also supports appropriate social activities for its members and boaters.

Article III: BOARD OF DIRECTORS

Paragraph 1. The management of the affairs of the SPYC shall be vested in an eleven-member Board of Directors (hereinafter referred to as the “Board”), consisting of:

- Four elected Officers (Commodore, Vice Commodore, Treasurer, and Secretary);
- Six Directors elected at-large
- Immediate Past-Commodore

The Board shall manage all the business and affairs of the SPYC and shall have complete authority over all matters pertaining to the care, conduct, and control, of all assets, all finances, and all appropriations for the SPYC. It is the Board’s duty to carry out all business in accordance with the By-Laws, Standing Rules and Operating Procedures of the Club.

The Board may, at its discretion, delegate the authority for management of specified activities, property or affairs of the SPYC to individual members of the Board, committees, individual SPYC members, to the SPYC staff or a combination of these. It shall delegate the authority necessary for fulfillment of the assignment, but it cannot delegate nor relinquish either its overall responsibility or any portion of its accountability.

The Officers shall have the following duties in conformance with these By-Laws:

THE COMMODORE:

- shall have active management responsibility for the conduct and operation of the SPYC, subject to advice and consent of the Board of Directors;
- shall officiate at meetings of the membership and the Board of Directors;
- shall appoint special committees in support of functional areas of the SPYC, including, but not limited to: Finance, Membership, Operations, and Social Committees;
- shall execute contracts with individuals and other entities upon approval by the Board of Directors;
- shall serve as the SPYC representative to governmental agencies;
- shall define the organizational structure and assign responsibilities to all Board Members not covered within these By-Laws;
- shall perform other duties as directed by the Board of Directors or these By-Laws.

THE VICE-COMMODORE:

- shall assist the Commodore in his/her duties;
- shall perform the duties of the Commodore whenever the Commodore is unable to carry them out;
- shall perform other duties as directed by the Board of Directors or these By-Laws.

THE SECRETARY:

- shall assure that membership records are properly prepared and maintained;
- shall assure that proper notice of membership and Board of Directors meetings is given to all members;
- shall assure that minutes are taken at all General Membership and Board of Directors meetings, and are promptly prepared and kept available for membership review;
- shall assure that the agenda for the next meeting is distributed at least 48 hours prior to the regular Board meetings;
- shall assure that all books, records and papers of the SPYC are safeguarded to prevent any loss, with the exception of those records for which the Treasurer is responsible;
- shall perform other duties as directed by the Board of Directors or these By-Laws.

THE TREASURER:

- shall assure that a budget for the fiscal year is developed and complied with;
- shall assist committee chairs in developing their budgets and prepare documents as requested by committee chairs;
- shall assure that all monies and checks for and to the credit of the SPYC are appropriately and promptly processed and deposited;
- shall assure that SPYC funds are disbursed in the manner specified by the Board of Directors;
- shall assure that a running account of all expenditures is kept;
- shall assure that accurate financial records are maintained and safeguarded to prevent any loss;
- shall assure that an annual financial audit is completed on time and in compliance with these By-Laws;

- shall give a monthly report of the SPYC's financial condition to the membership;
- shall review the Operating Statement and Balance Sheet of the SPYC prepared by a certified outside auditor;
- shall review the full inventory of all SPYC assets annually;
- shall give financial reports to the Board of Directors as requested by the Board;
- shall perform other duties as directed by the Board of Directors or these By-Laws
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Paragraph 2. Officers and Directors of the SPYC will be elected at the Annual Meeting. The Annual Meeting will be held on the second Tuesday in February each year. Only voting members in good standing shall be eligible for election to the Board. All officers shall be elected for a period of one year and hold their office until their successors are elected and qualified. Their term of office shall begin at the annual meeting at which they are elected. Candidates for Commodore must have served at least one full term as a member of the SPYC Board of Directors.

Paragraph 3. Should a member of the Board of Directors be unable to serve, or should it be necessary to replace a Director, a duly qualified member shall be elected at any annual, special or general meeting of the members to serve the unexpired portion of that Director's term.

The above Officers and Directors, may be removed from office by a two-third majority vote of all voting members in good standing. In case the Commodore is unable to serve, the Vice Commodore shall perform and be vested with all of the duties of the Commodore.

Any Director or Officer of the SPYC whose account becomes past due more than 60 days and has not made arrangements for regular payments will forfeit his/her position as a Director or Officer of the SPYC. Any Officer or Director who absents themselves from three consecutive meetings of the Board without excuse satisfactory to the majority of the Board membership shall be deemed to have resigned and the office shall be declared vacant.

Paragraph 4. At the expiration of the Commodore's term of office, the retiring Commodore shall remain a member of the Board, replacing the previous past Commodore. As long as the Commodore serves, the immediate past Commodore continues to serve on the Board.

Paragraph 5. The Treasurer is responsible for signature authority with SPYC banks and financial institutions. The Commodore, Vice-Commodore, and Treasurer shall have signature authority on SPYC checking accounts. The Treasurer may grant signature authority to other SPYC Board members and office staff with Board approval. The Treasurer shall maintain a procedure defining check-signing limits and purchasing limits subject to Board approval.

Paragraph 6. At the first-Board Meeting of the newly elected Officers and Directors the following committees may be appointed by the Commodore and approved by the full Board: Social Committee, Clubhouse Committee, Finance Committee, Marketing Committee, Membership Committee, Strategic Planning Committee, Operations Committee and such other Committees as the Board or Commodore may desire to create. The Commodore may

also appoint Harbor Quartermasters and a Fleet Measurer. The Commodore will publish an organizational chart prior to the second meeting of the new Board in the SPYC newsletter.

Article IV: FISCAL YEAR AND ANNUAL AUDIT

Paragraph 1. The fiscal year shall be the calendar year.

Paragraph 2. The Board shall commission an annual audit of the SPYC books by an outside auditor who must not be a member of the SPYC or have fiscal interest in the SPYC. The audit shall be completed by March 15th of each year. Audit reports shall be available for inspection at the SPYC office.

Article V: REPORTS

Paragraph 1. Between December 31 of each year and the third Monday in January of the following year, the Commodore, Secretary and Treasurer shall each prepare a written report covering the affairs of their office for the past year. The Commodore and Treasurer shall deliver their reports to the Secretary. The report of the Commodore shall cover the activities of the SPYC during the calendar year, together with recommendations for the upcoming year for the new Board that will be elected in February at the Annual Meeting. The Secretary shall make sufficient copies of such report(s) to provide a copy of each report to each voting member of the SPYC at least ten days before the next Annual Meeting. Such copies shall be mailed or emailed with the notice of the Annual Meeting of the SPYC.

Paragraph 2. The Treasurer shall prepare and submit in writing, before the Annual Meeting, a report of all financial operations for the past year. This shall include a detailed report of income from dues, rentals, sales and services, a statement of disbursements, a statement of all funds on hand, accounts receivable, all obligations of the SPYC at the close of the past fiscal year and any recommendations for improving the financial condition of the SPYC. This report shall be available for members at the Annual Meeting or at the office.

Paragraph 3. The Secretary shall report on all meetings of the SPYC and shall provide a current roster of all voting, life, social, honorary, and associate members

Article VI: VOTING MEMBERSHIP

Paragraph 1. Voting membership in the SPYC constitutes an indivisible, non-transferable asset. A Voting Member in good standing is defined as a Member of the SPYC who is current in his/her accounts and has received no disciplinary sanction in the previous 12 months. To retain voting membership rights the Treasurer shall determine that individuals have paid all associated membership dues for the privilege to vote prior to the next year election. Voting Membership is comprised of two categories: 1) Voting Members and 2) Life Members.

SPYC slip holders in good standing may become Voting Members of the SPYC upon successful completion of the application process as defined in the SPYC Standing Rules. Applicants for Voting Membership must be in good standing at the time of their application.

Voting Members of the SPYC are entitled to the following privileges:

1. May vote in all SPYC elections, one vote per Membership;
2. May hold office in the SPYC as defined by these By-Laws and the SPYC Standing Rules;
3. May transfer his/her slip in the event of selling the Voting Member's boat, provided the purchaser of said boat signs a Lease Agreement with SPYC;
4. May ask for a transfer from his/her present slip in accordance with our Standing Rules.
5. Have other privileges as outlined in the SPYC Standing Rules.

Voting Members shall pay an initiation fee, annual dues, all assessments and fees as determined by the SPYC's Board of Directors, and are required to volunteer for SPYC activities.

Paragraph 2

Life Membership may be granted to a Voting Member by decree of the Board in accordance with our Standing Rules. A Life Member shall be exempt from the payment of annual dues. Life Members shall have the same privileges as an SPYC Voting Member

Article VII: NON-VOTING MEMBERSHIP

Paragraph 1. Non-Voting Membership shall comprise the following three categories:

Associate Membership: Associate Membership in the SPYC is granted to boaters with a current SPYC slip lease. The Associate Member has no voting privileges, but is subject to all SPYC fees and assessments and must comply with all By-Laws, Standing Rules and all city, state and park regulations. Associate Membership in the SPYC terminates when the slip lease terminates.

Social Membership: The Board may issue Social Memberships, the holders of which shall be non-voting members and shall have no right to hold office. They shall be entitled to notice of all social meetings via the newsletter or SPYC website. Social Members shall pay the same annual dues as the Associate Members and must submit a SPYC membership application to apply to the SPYC office via a SPYC application.

Honorary Membership: The Board may bestow an Honorary Membership upon any deserving individual. An Honorary Member shall be exempt from the payment of any dues and shall not have the privileges of holding office and voting.

Article VIII: LIVEBOARDS

Paragraph 1. Liveboards must be Voting Members of the SPYC. They must have the SPYC as their primary year-round address (e.g., voter registration, driver's license, and mailing address) and they must use their boat as their primary residence.

Paragraph 2. Anyone applying for Liveaboard status in the SPYC must meet all of the Liveaboard requirements as defined in the SPYC's Standing Rules and become a Voting Member of the SPYC as defined in these SPYC's By-Laws.

Paragraph 3. Accommodations for Liveaboard slips are in accordance with the SPYC's lease with the City of St. Paul.

Article IX: GRIEVANCE

Paragraph 1. The Grievance Committee's purpose is to:

- Ensure good practices are made with regard to any member who has a complaint or feel that they have been treated unfairly;
- Support the By-Laws and Standing Rules and maintain the standards of behavior among members;
- Provide fair and consistent treatment for all members through an impartial process.

Paragraph 2. Provisions:

- The Grievance Committee is made up of three SPYC Voting Members who are not members of the Board. These members are nominated and elected at the Annual Meeting.
- Any member may be censured, suspended or expelled for a violation of the By-Laws or Standing Rules of the SPYC, or for conduct damaging to the interests of the SPYC, upon a two-third majority vote by the entire Board of Directors.

For details on procedures pertaining to filing a grievance see Standing Rules.

Article X: ELECTION OF OFFICERS

Paragraph 1. The Nominating Committee oversees the election of officers. The Nominating Committee is comprised of two immediate past Commodores and one other Voting Member of in good standing who is elected by the Voting Members through nominations from the floor at the Annual meeting in February.

It is the Nominating Committee responsibility to-prepare a slate of candidates for the Board for elections at the SPYC Annual meeting. All Voting Members who are nominated either by the Nominating Committee or from the floor, for elected office in the SPYC must be a member in good standing-for at least 12 months prior to their nomination.

Paragraph 2. The Nominating Committee shall submit the names of the Board candidates to the members at the January Nomination in January. In addition, any member at the January Nomination Meeting may nominate other eligible members for office from the floor. The list of nominees shall be transmitted to the Secretary of the SPYC who will send it to the Voting

membership at least ten days prior to the Annual Meeting. All candidates for Board positions must comply with all By-Laws and Standing Rules.

Paragraph 3. At the Annual Meeting, the election of Officers and Directors at-large shall be by secret written ballot. No proxy voting is allowed and all Voting Members must be confirmed prior to ballot release as to their good standing with the SPYC and verification of Voting Members rights. The immediate Past-Commodore will be designated as election judge and be responsible for running the elections.

Paragraph 4. The slate of Board candidates shall be made up of two groups:

1. Candidates for the four Officer positions (Commodore, Vice-Commodore, Secretary, and Treasurer);
2. Candidates for the six Director-at-large positions.

The six Director-at-large candidates receiving the most votes shall be declared elected. No cumulative or bullet voting shall be allowed. Voting must be by an official SPYC ballot.

Paragraph 5. Upon election of the SPYC's Officers and Directors at-large, a vote shall be taken for three non-board Voting Members to serve on the SPYC Grievance Committee for a one-year term. Nominations for the Grievance Committee shall come from the floor at the Annual Meeting in February.

Paragraph 6. All ballots shall be kept for 30 days after the election and afterwards, they shall be destroyed. Any Voting Member in good standing may review the ballots during the 30-day period. A permanent record will be kept of the election results.

Paragraph 7. Any elected member whose account is in arrears more than 60 days, and has not made arrangements with SPYC for a payment schedule, shall not be entitled to vote at any SPYC meeting nor continue to hold office in the SPYC. A payment schedule approved by the Marina Manager must be kept current to continue in their position.

Paragraph 8. If there are multiple nominees for any office The Presiding Officer shall appoint a Head Teller from a committee of three persons who are not candidates for office. Written secret ballots shall be collected and counted by the Teller Committee. After counting the ballots the Head Teller shall present the ballots to the Presiding Officer enclosed in an envelope with the order of results recorded on the outside of the envelope. If a candidate received a majority of votes, the Presiding Officer will announce the results of the ballot:

1. If no candidate receives a majority vote, the candidate receiving the least number of votes will be dropped out of the voting on a second ballot. Elimination of the 'low vote' candidate will continue on subsequent ballots until a candidate receives a majority of votes cast.

2. In the event of a tie for low votes received on any ballot, a new runoff ballot for that office be conducted between the candidates tied on the preceding ballot.
3. In the event of three successive tie votes for any office, the Presiding Officer shall, in open session, blindly select one of the ballots cast in order to determine the winning candidate. The teller committee will subsequently re-tally the remaining ballots and once again present the ballots enclosed in an envelope to the Presiding Officer with the order of results recorded on the outside of the envelope. At this point the Presiding Officer will announce the result of that last and final ballot between two candidates tied for any office which will be the final election result.

Article XI: MEETINGS

Paragraph 1. Meetings of the SPYC General members shall be held on the second Tuesday of January, February, April, June, and September. The Nominating Meeting shall be held on the second Tuesday of January and the Annual Meeting shall be held on the second Tuesday of February of each year. Twenty percent of the Voting Members in good standing shall constitute a quorum for the transaction of business at any meeting. Additional membership meetings may be called by the Commodore.

Paragraph 2. Special meetings of the general membership may be called upon written application of ten Voting Members in good standing. Such applications shall be submitted to the Secretary and shall state the purpose for said special meeting. No other business may be transacted at the special meeting; it is further provided that such a special meeting be called not less than one month before the next regular meeting. No special meeting may be held on Sundays or on legal holidays.

Paragraph 3. Meetings of the Board of Directors may be held at any time as determined by the Commodore or any three members of the Board, upon giving 48-hour notice to each member of the Board of Directors. Such notice, containing time, place, and purpose, may be given in writing or by telephone or other electronic communications. At any Board meeting, six Board members shall constitute a quorum.

Members of the Board of Directors may participate in any meeting either in person or by conference call or other means of remote communication. Participating by alternative means will constitute presence in person at a meeting. It is up to the Board Member who will not be at the meeting to make arrangements for the proper communication equipment at the meeting. Electronic voting may be permitted at the discretion of the board.

Executive sessions of the Board of Directors may be called to discuss and vote on personnel matters, litigation in which the SPYC is or may become involved in or other business of a

sensitive nature. Minutes shall be recorded and kept confidential for these meetings. Executive sessions must have a quorum in person to be official.

Paragraph 4. SPYC members may attend any Board of Directors meeting. Items they want to address must be submitted to an Officer of the Board at least four days prior to the meeting to be included on the agenda. Questions to the Board may be addressed to the Board during Open Forum.

Paragraph 5. Redacted copies of Board Meetings and all official meetings shall be published in the SPYC newsletter. Complete approved minutes shall be made available at the SPYC office.

Article XII: INSURANCE

You must maintain insurance as indicated in the Standing Rules.

Article XIII: STANDING RULES AND REGULATIONS

The Board of Directors may adopt Standing Rules and regulations for the management and conduct of the affairs of the SPYC and it shall have the power to fix the amount of annual dues, fees, assessments and charges for the services to be paid by the members. Such Standing Rules and regulations, which will be appended hereto, shall be posted on the SPYC website and copies will be available in the SPYC office. Updates to the Standing Rules may be undertaken by the Board when appropriate.

Article XIV: COMPLIANCE

The SPYC will comply with all state and federal fair employment practice laws prohibiting discrimination. This shall equally apply to persons seeking membership in the SPYC.

Article XV: INITIATIVE AND REFERENDUM

Paragraph 1. Definition of Petitions.

Initiative: The rightful action of the SPYC's Voting Members to initiate and adopt By-Laws and Standing Rules.

Referendum: The rightful action of the SPYC's Voting Members to put previous decisions by the SPYC's Board of Directors before the Voting membership for approval or disapproval.

Paragraph 2. General Provisions for Petitions. All petitions provided for under this Article shall be initially sponsored by no less than five Voting Members of the SPYC in good standing whose names shall appear on the petition. A petition may consist of one or more papers, but each separately circulated paper shall contain at its head, or attached thereto, the applicable information specified in Articles XIV, Paragraph 5, or Article XIV, Paragraph 6. Each signer shall

be a Voting Member of the SPYC. Any person whose name appears on a petition may later withdraw his/her name by a written statement filed with the Secretary. If after a name is withdrawn there are less than the required number of signers, the petition shall be deemed insufficient.

Paragraph 3. Determination of Sufficiency. The sponsors of the petition shall file the completed petition with the SPYC's Secretary. The required number of signers for initiative and referendum shall be at least twenty percent of the Voting Members in good standing. Upon receipt of the petition, the Secretary shall examine the petition as to its sufficiency and report to the sponsoring Voting Members and the SPYC's Board of Directors within ten days. Upon receiving the report, the Board shall affirm by resolution the sufficiency of the petition no later than the next scheduled Board Meeting.

Paragraph 4. Disposition of Insufficient Petition. If the SPYC's Board of Directors determines that the petition is insufficient, the Secretary shall deliver a copy of the petition, together with a written statement of its defects, to the sponsoring Voting Members. The sponsoring Voting Members shall have 30 days in which to file additional signature papers and/or to correct the petition in all other particulars. Within five days of receipt of the corrected petition, the Secretary shall again report to the Board. If the Board finds that the petition is still insufficient, the Secretary shall file the petition and notify the sponsoring Voting Members. A final finding that the petition is insufficient shall not prejudice the filing of a new petition for the same purpose, nor shall it prevent the Board from referring the subject matter of the petition to the Voting Members at the next General Membership meeting upon giving 30-day notice.

Paragraph 5. Initiative. Any By-Law or Standing Rule or a change thereto may be proposed by a petition, which shall state at the head of each page or attached thereto the exact wording of the proposed By-Law/Standing Rule. If the Board fails to pass the By-Law/Standing Rule in the form as proposed in the petition within 30 days after the final determination of sufficiency of the petition, the By-Law/Standing Rule as originally proposed shall be placed on the ballot at the next General Meeting following 30-day advance notice to the Voting Membership. If a majority of Voting Members in good standing vote in its favor, it shall become effective immediately, unless the By-Law or Standing Rule specifies a later effective date.

Paragraph 6. Referendum. A By-Law/Standing Rule may be subjected to referendum by a petition, which shall state at the head of each page, or attached thereto, the exact wording of the measure to be considered by the Voting membership. If the petition is found to be sufficient under the provisions of Article XV, Paragraph 3, the subject matter of the petition shall be placed on the ballot at the next General Membership Meeting following 30-day advance notice to the Voting membership. If a majority of the votes thereon favors the referendum contained in the petition, it shall remain in effect. If a majority of the votes thereon defeats the referendum contained in the petition, it shall be considered repealed upon certification of the election results.

Article XVI: PARLIAMENTARY AUTHORITY

All meetings of the membership and of the Board and committees shall be conducted in accordance with Roberts Rules of Order, which shall also be the authority for all other procedural matters not covered by these By-Laws.

Article XVII: AMENDMENTS TO BY-LAWS

Paragraph 1. SPYC By-Laws may be amended or adopted at the Annual Meeting, any monthly meeting, or at any special meeting called for that purpose, as long as notice of such amendment and the substance thereof is given to the members in writing 30 days in advance. A quorum of 20 percent of the Voting membership with a simple majority vote is required for approval of any amendments. The Voting Members of the SPYC may adopt any By-Laws for the management of the SPYC consistent with the Articles of Incorporation and the provisions of such By-Laws thus adopted shall be as effectual as if incorporated in the Articles of Incorporation.

Paragraph 2. These By-Laws may also be amended per Article XV: "Initiative and Referendum".

Paragraph 3. The interpretation of the By-Laws and any amendment or additions thereto shall rest with the Board of Directors.

Article XVIII: REVIEW OF BY-LAWS AND STANDING RULES

Paragraph 1. These By-Laws shall be reviewed by the Board and ratified by the Voting membership at least every five years and revised if needed. These By-Laws may not be suspended at any other time.

Paragraph 2. The SPYC's Standing Rules shall be reviewed each year and revised if needed by the Board of Directors with authority to so take action.