

San Luis Obispo Model Railroad Association

Bylaws

This charter for the San Luis Obispo Model Railroad Association (formerly the San Luis Obispo Model Railroad Club) was adopted on November 20, 2006, by unanimous vote of the group officers. This charter replaces and in all cases supercedes all previously published bylaws, written or expressed guidelines, and all other agreements and/or procedural conventions for the SLOMRC.

Article I: Name

The name of the organization shall be “San Luis Obispo Model Railroad Association,” shortened as “SLOMRA” or colloquially “the group.” ⁽¹⁾

Article II: Charter

A. Mission Statement

- 1 The organization is organized and will be operated exclusively for education and scientific educational purposes and non profit purposes, and shall be limited to those purposes permitted by Section 501(c) (3) of the Internal Revenue Code.
- 2 Preserve and present the heritage and history of railroading in the United States, particularly the Pacific Coast Railway, San Luis Obispo’s own narrow gauge railroad. This shall be accomplished through the collection and public display of model railroad layouts, educational materials and educational presentations, and related documents, artifacts, and equipment.
- 3 Enlist public support in model railroading activities through cooperative layout construction, group operating sessions, educational instruction and the establishment and maintenance of a permanent space for group model railroading activities which is open to the public.
- 4 Promote and support the model railroading hobby on the Central Coast of California through the maintenance of an official website, publication of a newsletter, and the production of an annual train show.
- 5 Provide a point of contact for potential members, organizations, the public and interested parties to connect with the local model railroading community.

- B. A superior mission statement shall take precedence over an inferior mission in the case of a conflict of interest for the group.

Article III: Organization

- A. Organization: The group shall be operated as a 501(c)3 “not-for-profit” organization in accordance with the laws of the United States, the State of California, The County and City of San Luis Obispo, and/or any other entities with jurisdiction over the activities of a group operated within the city limits of San Luis Obispo. The group shall maintain incorporated status while it is in operation.
- B. Property: The group shall be the legal owner of all group and community property and assets, only as allowed by law, and may accept donations of equipment. The group may NOT accept loans of equipment to avoid exposing the group to damage liability; loans from outside entities should always be directed towards an individual member, and loans between members shall be handled by the individuals. All group assets are for the exclusive use of group members, and may not be loaned out to third parties. The group Vice President is in charge of tracking and accounting for all group property.
- B1. Property may be “checked out” by a group member in good standing for a period of up to one month at a time. A waiting list may be maintained for property which is in demand by more than one member, with priority being established by signature list. After checking out an item for up to a month, a group member is moved to the end of the waiting list for that particular item.
- B2. Group property may be resold by 75% majority vote of the Board of Directors. Proceeds are to be returned to the group fund.
- C. Fiscal Year: The fiscal year of the group shall be the calendar year, beginning with its organization date of January 1, 1990.
- D. Dissolution: A motion to dissolve the SLOMRA must pass by 75% vote of the Board of Directors. If passed, all members must be provided with a 30-day written notice of a vote for dissolution before the next eligible regularly scheduled meeting. The membership must then also pass the motion by 75% majority of members present and eligible to vote to complete the dissolution of the group. In the event of dissolution, disposition of the group’s assets shall be determined by the Board of Directors, subject to acceptance by 2/3 majority vote of all voting members. The property of this corporation is irrevocably dedicated to charitable purposes and no part of the net income or assets of this corporation shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person. Upon the dissolution or winding up of the corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively for charitable purposes

and which has established its tax exempt status under Section 501(c)(3), Internal Revenue Code.⁽²⁾

Article IV: Membership

Except as provided by Article IV:A3 (below), membership shall be open to any person over the age of eighteen years who pays the prescribed fees, dues, and/or assessments, and who abides by these bylaws and the operating rules and standards of the group. Membership privileges are automatically suspended for any member who has not paid any assigned fees that have carried over from the previous quarter.

A. Membership Levels:

- 1 **Regular Member:** A regular member shall be any member of age sixteen or greater who is not a full-time college student. A regular member may vote, hold any office, and participate in all group activities without restriction. Group property loan privileges are expressly limited to Regular members.
- 2 **Student Member:** Full-time students aged sixteen and over but not more than twenty-five are eligible for student membership. Student members shall pay the full initiation fee, which shall be credited as payment for both their initiation and their first full year of membership. Additional quarters while qualifying as a student member shall be paid at one-half the regular membership rate, but not less than \$5 per quarter. Student members shall have the same rights as a regular member.
- 3 **Junior Member:** Membership shall be allowed for the child(ren) or legal charge(s) of a regular member, provided that such child or charge consistently demonstrates a level of maturity and behavior that is neither disruptive nor destructive to persons or property while engaged in group activities. Further, a junior member must be under the full-time supervision of a parent or guardian while attending a group activity. A Junior member shall have no voting rights, may hold no elected office, does not receive the newsletter, and may only participate in group activities with the consent of both their sponsoring regular member and the event organizer.
- 4 **Associate Member:** The spouse or established domestic partner of a regular member shall be considered an Associate Member. Each Regular member may sponsor only one Associate Member. An Associate Member is assigned no dues, fees, or assessments, may not hold any office, does not receive a newsletter, and may not vote, but may serve on event committees, and otherwise participate in all group events.
- 5 **Honorary Member:** Persons may also be inducted as Honorary Members for the period of one year by a three-quarters majority vote of all members in attendance at the annual elections meeting. An Honorary Member is assigned no dues, fees, or assessments, may not hold any office, and may not vote, but receives the newsletter and may serve on event committees, and otherwise participate in all group events.

- 6 **Limited Member:** Limited membership may be applied for at any time by a member *in good standing*, and is granted by majority vote of the Board of Directors. The Board may also impose Limited Membership by a 75% vote. Limited Members may attend but may not participate in group meetings and events, and may not vote, hold office, nor serve on any committee. While on Limited status, a member shall pay no dues or fees. A Limited Member may return to Regular Member status at any time by paying the dues for the quarter concurrent to reinstatement, plus any dues or fees that were outstanding prior to entering Limited status.
- 7 **Guests:** Members may invite guests to any group event or activity for the purpose of education or introducing the group to a prospective member. Guests may fully participate in events so long as they conform to the operating rules and code of conduct of the group. A guest may only participate in a single non-public event, and they may attend an additional two non-public events without participating. After three visits, an individual must join the group at some level of membership in order to attend another event.
- 8 **Probationary Member:** Each new member shall serve their first six months of active membership as a Probationary Member. Existing Members may also be placed on Probationary status for up to four quarters if found to be in violation of the Code of Conduct by 75% vote of the Board of Directors. During their probationary period, Probationary members are subject to the revocation of their membership if they are found to violate the Code of Conduct by 75% vote of the board of directors. Persons who have their membership revoked are subject to the refund of their initiation fees, less any outstanding debts owed to the group or its members.

B. Membership Termination: The membership of any person may be terminated under the following conditions:

- 1 By written request of the member
- 2 For failure of a member to pay any fees, dues, or outstanding assessments for a period of three consecutive quarters
- 3 By a four-fifths (4/5) majority vote of the members present and eligible to vote at an annual meeting or special meeting. Notice must be given as per Article XI(a), below, and such notice shall include a clear and objective statement of the causes for the vote. The member under action may submit a written rebuttal of up to 250 words, and if delivered to the Secretary five (5) days or more before the meeting in question, the rebuttal must be provided to the membership via email or postal mail.

C. Refunds: Any person whose membership has been terminated shall be granted a refund of any and all membership dues which have been paid in advance, less any outstanding fees or assessments. If any other fees have been paid in advance, such as for an upcoming group activity, those funds which are still in the group

treasury shall be refunded to the terminated member. Fees already paid to a third party are nonrefundable except by majority vote of the Board of Directors.

Article V: Dues and Fees

- A. Initiation Fees: Each new Regular or Student Member shall pay a one-time initiation fee of \$20. The fee may be altered by unanimous vote of the Board.
- B. Quarterly Dues: Members shall pay standard quarterly dues of \$5, payable in advance and with a grace period extending to the end of the quarter.
- C. Assessments: The board may assess fees to a member by 75% majority vote for special circumstances such as the loss or damage of group property, up to but not exceeding the replacement value of said property.

Article VI: Elections and Appointments

- A. General Elections: Except as provided in Article VI(B), elections of members to the Board of Directors shall occur at the Annual Meeting of the group each year, provided that notice of such election has been made in accordance with Article XI, below.
- B. Special Elections: Following impeachment of any member(s) of the Board of Directors under Article VI(F), below, a special election will be called for the purpose of filling the resulting vacancy or vacancies. Notice of such special election will be made in accordance with Article XI, below. Electee(s) shall serve for the remainder of the term(s) of the impeached Board member(s).
- C. Vacancies: When a vacancy occurs on the Board of Directors for any reason other than impeachment, such vacancy may be filled by appointment by the remaining members of the Board of Directors. Said appointee shall serve for the remainder of the term of the original Board member.
- D. Nominations: At least thirty days before the Annual Meeting, and at least thirty days before a special election, the President shall appoint a Nominating Committee, which shall be charged with the duty of determining candidates to be presented to the membership at said meeting for nomination to those positions coming up for election. At any election meeting, nominations will also be accepted from the floor, subject to the consent of the nominees.
- E. Vote and Plurality: After nominations are closed, a vote of the members present and eligible to vote will be taken in accordance with Article XII, below, and the board shall be elected by a majority vote.
- F. Impeachment: Any member of the Board of Directors can be impeached at a special membership meeting called for that purpose, provided that such meeting has been noticed in accordance with Article XI, below. Any such impeachment will require a 2/3 majority vote of the members present at said meeting.

Article VII: Governing Body

The governing body of the SLOMRA shall be a Board of Directors, consisting of the five officers described below. The Board of Directors shall be elected as provided in

Article VI, above, and shall be responsible for governing all activities of the group. All group powers not specifically prohibited or otherwise delegated by these Bylaws shall be vested in the Board of Directors. The term of office shall be one year; however, any qualified members may be reelected any number of times.

- A. President: The President shall preside over all group meetings, appoint committees not otherwise provided for in these Bylaws, serve as ex-officio member of all committees, represent the SLOMRA to other organizations, and be responsible for the overall conduct and direction of all group endeavors and activities.
- B. Vice President: The Vice President shall perform all duties of the President in the President's absence, and shall bear primary responsibility for event planning and production such as public exhibitions, NMRA meets, and shows. The Vice President may appoint event committees as necessary to assist in the planning and execution of said events.
- C. Secretary: The Secretary shall take and maintain minutes of all SLOMRA meetings, conduct correspondence as directed by the President, notify members of all meetings and other activities, and maintain both historical and current membership rosters. A copy of the current roster shall be provided at least once each year to each member. The Secretary shall be responsible for publishing a newsletter, and may appoint an editor and/or publisher to assist in this task. The Secretary shall be responsible for all amendments to the Bylaws, and may, from time to time, appoint a Bylaws committee to prepare amendments for presentation to the membership. He shall maintain a file containing the original and composite, current Bylaws and all Amendments and shall provide copies of the current Bylaws and succeeding Amendments to all members. He shall maintain a file of all SLOMRA correspondence, and shall preside at any meeting in which both the President and Vice President are absent.
- D. Chief Financial Officer: Receive and disburse all funds. All payments shall be by check, unless approved by the Board. All checks shall be co-signed by any two officers. The CFO shall make reports to the Board as directed. Prepare a yearly financial report. This shall be published in the Newsletter. Make available all records for audit as directed by the Board. Notify the Board of any delinquencies. The CFO shall file all appropriate paperwork with the Franchise Tax Board and the Internal Revenue Service as required by state and federal laws and directed by the Board.
- E. Membership Director: Responsible for the care and retention of existing SLOMRA members, and the recruitment of new members. Responsibilities shall include publicizing group events, promoting the SLOMRA, new member orientation, collection and distribution of membership packets (bylaws, newsletters, standards, etc.), and to act as a liaison between the membership and Board of Directors to ensure that member needs are being served by the organization.
- F. Superintendent: Maintain, update and publish the Standards and Guidelines document pertaining to the group modular layout specifications. Provide certification of modules and equipment for use on the group layout, assuring that

all items conform to the published standards to ensure interoperability. The Superintendant shall also manage the group's material assets by maintaining an inventory, issuing receipts, and recording the disposition of all SLOMRA equipment, materials, property, etc.

Article VIII: Obligations and Payments

- A. Obligations: The group shall not be placed under any obligation of any kind without authorization of a majority vote of the Board of Directors.
- B. Payments: Except as provided in ©, below, payments of all of the group's financial obligations shall be made in the form of checks drawn on an account established by the Chief Financial Officer for that purpose. The club shall meet all financial obligations within 30 days of receipt of a legitimate invoice or notice of debt, unless otherwise arranged and approved by majority vote of the Board of Directors. All checks shall bear the signatures of two of the following:
 - 1. President
 - 2. Vice President
 - 3. Secretary
 - 4. Chief Financial Officer
- C. Credits and Reimbursements: Any member in good standing may request an immediate cash reimbursement for pre-authorized expenditures in support of a group special activity or function. This request may be granted at the sole discretion of the Chief Financial Officer, subject to cash availability, convenience, and the ability to adequately record the reimbursement. If the request is denied, the payment shall be made according to the standard payment procedure as provided in (b), above. A member may also specify that an expenditure be credited to his or her dues, again subject to the sole approval of the CFO.

Article IX: Standards and Guidelines

- A. The Superintendent shall maintain a document entitled "SLOMRA Standards and Guidelines," detailing the specifications for the construction, configuration, and operation of modules and equipment on the group's modular railroad layout(s). If the group creates more than one modular layout standard (such as in two different scales), multiple documents shall be maintained, with only the information pertinent to a single modular standard published in each one. The document shall include all officially adopted specifications as Standards, and all casually adopted or generally accepted best practices as Guidelines.
- B. Standards shall be adopted by a majority vote of the respective Layout Standards Committee plus *all* members with *operational* modules within a given modular standard.
- C. A Certification Document shall be issued to the owner of a newly approved module to commemorate the addition of their work to the group layout.

Article X: Activities

Subject only to the restrictions of Article IV, above, all group activities shall be open to all members, and may consist of meetings, operating sessions, presentations, clinics, social functions, and any other activities which support or further the group's purpose and not contrary to its charter or applicable laws.

- A. Annual Meeting: There shall be an annual general meeting of the membership to be held in November or December. This meeting may coincide with a regular business meeting, or it may be held as a separate meeting provided the membership is given a 30-day advance notice. The agenda of a General Meeting shall include:
 - 1. Election of the Board of Directors for the following year
 - 2. Approval of the budget for the following year
 - 3. Approval of the special event schedule for the following year
- B. Special Meetings: A special meeting of the Board of Directors may be called by any board member when necessary for the efficient conduct of group business which does not require the vote of the membership. Any member may request a meeting of the Board of Directors, and all meetings of the Board of Directors shall be open to the membership. Any member or group of members may call a special meeting under Article VI(f), above. A request for a special meeting by someone other than a member of the Board of Directors must be satisfied within 60 days, and the membership must be provided with 30-day advance notice including who requested the meeting and the meeting's purpose.
- C. Operating Sessions: Operating sessions on the group's modular layouts or by invitation on the home layout of a member shall be held approximately once per quarter. The group shall maintain liability insurance for this purpose, available through the NMRA at a greatly reduced fee compared to the market rate.
- D. Other Activities: Other group activities will be scheduled as time and interest allow, with a specific effort to have at least one group activity per month.

Article XI: Notices

- A. Mailed Notices: Notices concerning annual meetings, elections, impeachments, fees, dues, assessments, amendments to Standards and Guidelines, amendments to Bylaws, group dissolution, or any other matter calling for a vote by the membership shall be sent to all members eligible to vote via email. Such notice shall be provided at least thirty (30) days prior to the date of the specified meeting or event.
 - 1. **Exception**: If a member has specified that they do not wish to receive notices by email, then a notice may be given to them via postal mail, or hand delivered by a Board Member.
- B. Other Notices: Notices concerning all other group business and/or activities may be delivered by email, phone, postal mail, via publication in the newsletter, or in person by any Board member. A reasonable effort shall be made to provide all members with advance notice of all activities.

Article XII: Meetings, Voting and Quorum

- A. Quorum: A quorum for voting at general membership meetings shall consist of the President or Vice President, the Secretary or Treasurer, and at least 25% of the membership who are entitled to vote and who are not Board members. A quorum for voting at Board meetings shall be any four (4) members of the Board of Directors. A quorum for voting at a special meeting shall be at least half of the members eligible to vote, including, if possible, at least two Board members who are not the subject of the meeting.
- B. Primary Business: Voting on dues, assessments, amendments, group dissolution, elections, or impeachments may only be done at properly noticed meetings, and shall be performed by secret paper ballot.
- C. Secondary Business: Voting by the membership on all other group business may be oral, by show of hands, or by secret paper ballot, as determined by the presiding officer.
- D. Other Business: Notices concerning all other group business and/or activities may be delivered by email, phone, postal mail, via publication in the newsletter, or in person by any Board member. A reasonable effort shall be made to provide all members with advance notice of all activities.
- E. Adjournment: Any meeting, whether or not a quorum is present, may be adjourned by a majority vote of the members present. No further business may be conducted at any meeting following adjournment.

Article XIII: Amendments

Any proposed amendment to the Bylaws must be made in writing, and notice must be provided as per Article XI(a), above. To be approved, a proposed amendment must receive a two-thirds (2/3) majority vote of the members present at the meeting who are eligible to vote. An amendment shall take effect immediately unless otherwise specified in the amendment.

*This entire document was revised and accepted by the membership on November 20, 2006. Subsequent changes are as follows:

(1) the word "The" was removed from the official title of the organization. The change was approved on March 19, 2007.

(2) Additional text was added to Section III D after the words by 2/3 majority vote of all voting members. Addition was approved on July 16, 2007.