

DALLAS DOWNTOWN ASSOCIATION

BYLAWS

ARTICLE I

Purpose

The Dallas Downtown Association (hereinafter the DDA) is organized to encourage, support and help preserve the livability and historic nature of the downtown core area of Dallas for all residents and visitors. The organization shall operate to promote downtown restoration and improvements that provide broad general public benefit and to promote economic health, cultural vitality and the overall attractiveness of downtown for residents and visitors alike.

ARTICLE II

Powers

- A. **General Powers.** The DDA shall carry on such activity and business as may be authorized for a corporation organized under the Oregon Nonprofit Corporation Act; provided, that the DDA shall not carry on any activities not permitted to be carried on by a corporation exempt from Federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, or of any other provision of the Articles of Incorporation.
- B. **Investment Powers.** The DDA may invest both in assets secured by the DDA, and services provided by the DDA resulting in development, as program related investments. Any returns from such investment shall be used by the DDA for furtherance of the purposes for which the DDA is organized. No portions of the returns shall inure to the benefit of any member, director, officer or staff member of the DDA.

ARTICLE III

Boundaries and Membership

A. **Boundaries**

The official boundaries of the Dallas Downtown Association will encompass the following:

- The entire Central Business District (CBD) zone of the City of Dallas
- The 300 and 400 blocks of Main Street, both west and east sides

- 124, 126 & 127 SW Walnut Avenue
- The 300 block of SW Donald Street, east side only

- B. **Membership.** The DDA is a membership organization. Any individual, business or organization desiring to become a member of the DDA may file an application for membership in such form as the Board of Directors shall prescribe. Each member shall be entitled to one vote on matters that come before the membership.
- C. **Dues.** The Board of Directors may establish annual dues as it deems appropriate. Such establishment of dues shall include specification of acceptable method(s) of payment. Members who resign from membership, or whose membership has otherwise lapsed or been terminated, shall not be entitled to vote or receive refund dues paid.
- D. **Resignation.** Any member may resign from membership in the DDA upon giving written notice thereof to the Secretary or such other person(s) as the Board of Directors may designate to receive such notice.
- D. **Termination.** A DDA member's membership may be terminated by a majority vote of the Board of Directors if the Board determines that the member has acted against the interests of the DDA, provided that:
- The member is given not less than 15 days' prior written notice of the termination, and
 - The member is given the opportunity to be heard by the Board of Directors, orally or in writing, not less than five days before the effective date of the termination, and
 - The termination is not otherwise in violation of the provisions of O.R.S. 65.167.

ARTICLE IV

Membership Meetings

- A. **General Membership Meetings.** The general membership shall meet monthly or as determined by the Board of Directors, provided that, at a minimum, general membership meetings shall take place in January, April, July, and November. Special general membership meetings may be called by the Board of Directors, or on written request by the holders of at least five percent of the voting power, signed, dated and delivered to the Secretary; provided such request states the purpose(s) for which the meeting is to be held.
- B. **Annual Meetings.** The annual meeting of the DDA membership shall be at the November general meeting or such other time as the Board of Directors may direct. The purpose of the annual meeting shall be to elect and announce the Board of

Directors of the DDA for the following year, and such other business as the Board of Directors may bring before the membership.

- C. **Notice.** Notice of the annual Meeting shall be provided to all members at least thirty days before the meeting. Notice of all special meetings shall be provided to members at least seven days before the meeting; provided, if notice is provided by other than first class mail, it shall be provided at least thirty days before the special meeting. Notice of special meetings shall state the purpose or purposes for which the meeting is called. If a member consents, notice may be given by email, phone or text message.
- D. **Quorum.** Twenty members in good standing present at a meeting shall constitute a quorum for the purpose of voting. Until a quorum is present and an election is successfully held, officers and directors shall continue to serve in their capacities.

For the purposes of this section, a member in good standing is one whose membership dues are not delinquent.

- E. **Voting by Business or Organization Members.** A business or organization member of the DDA shall be entitled to one vote on all matters calling for a vote of the members.

ARTICLE V

Directors

- A. **Duties.** The Board of Directors shall manage, set policy for, and oversee the management of affairs of the DDA. They shall control its property, be responsible for its finances, formulate its policy, direct its affairs and conduct DDA business between meetings of the membership. The Board of Directors may hire an Executive Director, Program Manager or other support staff as it deems appropriate. The Board of Directors may enter into contracts necessary to accomplish the DDA's goals.
- B. The Board of Directors shall consist of seven members. Any member, employee of a member business, or partner or associate in a member business of the DDA may be a Director. The Board shall include all of the following:
- *At least one Director from a retail business*
 - *At least one Director from a non-retail business or nonprofit*
 - *No more than one (1) Director from a single business*
- C. **Term.** Each Director shall be elected to a three (3) year term. A term shall begin on January 1 following the election and end on December 31 of the term's third year,

except as provided in Article VI.A. No member shall be elected to more than two consecutive terms in succession.

- D. **Nominations.** A nominating committee shall be appointed by the President. The committee's nominations shall be provided to the Secretary at least one month prior to the annual meeting.
- E. **Elections.** New Directors shall be elected by the general membership in November. Elections may be conducted by voice, mail, email, secret ballot, or show of hands as determined by the President.
- F. **Vacancies.** A Director may resign at any time by giving written notice to the DDA President or Vice President. A vacancy in the Board of Directors may be filled for the balance of the unexpired term by action of a majority of the remaining directors. A Director's unexcused absence from three consecutive Board of Directors meetings shall cause the Director's position to be deemed vacant.
- G. **Meetings.** The Board of Directors shall determine its meeting schedule, provided that it shall meet at least ten times per fiscal year. The President and/or any three Directors may call a meeting of the Board of Directors. At a duly called meeting of the Board of Directors, four (4) Directors shall constitute a quorum. No notice to Directors is required for regular meetings of the Board. Notice of the date, time and place of special meetings shall be given to Directors at least two days before the meeting.
- H. **Vote Requirements.** A majority of the whole number of Directors shall be required to approve any matter upon a vote of the Board of Directors.
- I. **Compensation.** Directors shall receive no compensation for their services as Directors, but the Board of Directors may, by resolution, authorize reasonable reimbursement for expenses incurred in the performance of their duties. Nothing herein shall preclude a Director from serving the DDA in any other capacity and receiving reasonable compensation for such service.
- J. **Liability.** Directors shall not be personally liable for the DDA's debts, liabilities, or other obligations.
- K. **Electronic Voting.** Directors, by providing an address to receive electronic transmission, consent to electronic transmission of information (including meeting notices) and to conduct votes via electronic transmission. Such a vote shall be considered final action on the matter in question if all Directors vote and the vote is unanimous. After two successive failed attempts to contact a Director by electronic means, consent by that Director member shall be considered revoked.

- L. **Family Member Relationships.** Individuals who are related by blood or marriage, or who have a step-parent, step-child relationship, shall not be permitted to serve at the same time on the Board of Directors, This provision shall not affect or apply to the current terms of any Directors serving as of the date of adoption of these amended Bylaws, who would otherwise be disqualified by this provision from serving, but shall be effective for any future appointment or reappointment to the Board of Directors.

ARTICLE VI

Officers

- A. **Officers.** Members in good standing shall be eligible for office. The following officers shall be elected by the Board of Directors at the first Board meeting following the annual membership meeting: President, Vice President, Secretary and Treasurer. The President and Vice President must be Directors. Each officer shall serve a one year term, until the election of his or her successor. Notwithstanding the foregoing and Article V.C, a Director who is an officer at the end of his or her term as Director shall continue to hold his or her office until the election of his or her successor in office.
- B. **Duties of the President.** The President shall be the principal officer of the DDA and shall preside at meetings of the Board of Directors and the general membership. The President shall also have general supervision, direction, and control of affairs of the DDA. The President shall be entitled to vote in the same manner as other Directors. The President shall sign all documents pertaining to the DDA for which the President's signature is necessary.
- C. **Duties of the Vice President.** The Vice President shall perform the duties of the President in the absence of the President and serve in such other capacities as the President may direct.
- D. **Duties of the Secretary.** The Secretary shall record accurate minutes, preserve a permanent file for all records, conduct correspondence, notify members of meetings and publicize the DDA activities and accomplishments. The Secretary may also sign any documents necessary for the DDA for which the President's signature is not required, and shall perform such other duties as the Board of Directors may from time to time direct.
- E. **Duties of the Treasurer.** The Treasurer shall have charge of all DDA monies. He or she shall report receipts and expenditures to the Board of Directors monthly, pay all authorized bills, and arrange for an independent review of financial matters as required by the Bylaws. At the Annual Meeting, and at regular Board of Directors meetings, the Treasurer shall provide a report and summary statement on the financial affairs of the DDA.

ARTICLE VII

Committees and Standing Committees

Standing Committees

The DDA Board of Directors may establish Standing Committees to support the mission and goals of the DDA. Such committees may include but are not limited to the following:

1. Organization and policy
2. Promotion
3. Infrastructure and Design
4. Economic Development

At least one Director shall serve on each standing committee. Committee members shall be appointed by the President with the approval of the Board of Directors.

Special Committees

The DDA Board of Directors from time to time establish special committees for specific purposes, *e.g.*, to organize a one-time promotional event. Committee members shall be appointed by the President with the approval of the Board of Directors. Committee membership need not be restricted to DDA members, but may include representatives from other parts of the community.

ARTICLE VIII

Finances and General Provisions

A. **Fiscal Year.** The fiscal year of the DDA shall begin on the first day of January and end on the last day of December.

B. **Signing Authority.** All checks, drafts, and other instruments used for payment of money and all instruments of transfer of securities shall be signed by an officer designated by the Board of Directors.

C. **Financial Report.** A financial report by an independent reviewer (not a Director) shall be prepared annually and presented at a general Membership meeting.

D. **Assessments.** Upon a majority vote by a quorum present at a meeting of the general membership, special assessments may be levied for specific projects. The Treasurer shall be responsible for collecting the associated fees from the general membership.

E. Earnings. No part of net earnings of the DDA shall inure to the benefit of, or be distributable to, its members, directors, officers, or other private persons, except that the DDA shall be authorized and empowered to pay for reasonable expenses for the furtherance of the purposes of this organization.

ARTICLE IX

Books and Records

Correct books of account of the activities and transactions of the DDA shall be kept at the office of the DDA. These shall include a minute book, which shall contain a copy of the Certificate of Incorporation, a copy of these Bylaws, all minutes of the meetings of the Board of Directors, and all financial statements and income tax returns or Forms 990 of the corporation.

ARTICLE X

Indemnification

A. The DDA may indemnify any officer or Director, or former officer or Director, their heirs or assigns, for any and all judgments, settlement amounts, attorneys' fees and litigation expenses incurred by reason of his or her capacity or former capacity as officer or Director of the DDA. The DDA may advance expenses where appropriate. Payments of indemnification shall be reported at the next Annual Meeting. The provisions of this section also apply to any cause of action arising prior to the adoption of these bylaws. The rights of indemnification set forth herein are not exclusive.

B. An officer or Director is not entitled to indemnification if the cause of an action is brought by the DDA itself against the officer or Director, or if it is determined in judgment that the officer or Director was derelict in the performance of his or her duties, or had reason to believe his action was unlawful.

C. No Director, trustee or any uncompensated officer of the DDA shall be personally liable to the DDA or its members for monetary damages for conduct as a Director, Trustee, or any uncompensated officer provided that this Article shall not eliminate the liability of a Director or any uncompensated officer for any act or omission occurring prior to the date when this Article becomes effective and for any act or omission for which elimination of liability is not permitted under the Oregon Nonprofit Corporation Act.

ARTICLE XI

Standards of Conduct

A. Each Director shall discharge his or her duties on behalf of the DDA in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances and in a manner the Director reasonably believes to be in the best interests of the DDA. The Board of Directors may adopt a Conflict of Interest Policy, which policy shall supplement the provisions of the bylaws relating to conflicts of interest.

B. In discharging the duties of a Director, a Director shall be entitled to rely on information, opinions, reports and statements, including financial statements and other financial data, prepared or presented by one or more officers or employees of the DDA whom the Director reasonably believes to be reliable and competent in the matters presented; legal counsel, public accountants or other persons as to matters the Director believes are within such person's professional or expert competence; and a committee of the Board of Directors of which the Director is not a member, as to matters within its jurisdiction, if the Director reasonably believes the committee merits confidence. A Director shall not be liable to the DDA or any other person for any action taken or not taken as a Director, if he or she shall have acted in good faith in compliance with this Article.

C. For the purpose of this Article, a conflict of interest transaction is a transaction with the DDA in which the Director has a direct or indirect interest; provided that the status of a Director as a resident of the City of Dallas, Polk County or State of Oregon shall not, in and of itself, constitute a conflict of interest.

D. A Director shall declare to the Board of Directors any conflict of interest or potential conflict of interest on their part which they know or have reason to know, concerning any proposed action of the Board of Directors. A transaction in which a Director may have a conflict of interest may be approved by the vote of the Board of Directors or a committee thereof if the material facts of the transaction and the Director's interest are disclosed or known to the Board of Directors or committee; or by obtaining the approval of the Attorney General of the State of Oregon or any Circuit Court of the State of Oregon in an action in which the Attorney General is joined as a party. A conflict of interest transaction shall not be avoidable nor the basis for imposing liability on a Director if the transaction is fair to the DDA at the time it is entered into or approved as provided herein. For the purposes of this Section, a Director shall be deemed to have an indirect interest in a transaction if another entity in which the Director has a material interest or in which the Director is a general partner is a party to the transaction; or another entity of which the Director is a Director, officer or trustee is a party to the transaction and the transaction is or should be considered by the Board of Directors of the DDA.

E. A conflict of interest transaction shall be authorized, approved or ratified by the affirmative vote of a majority of the Directors who have no direct or indirect interest in the transaction. No conflict of interest transaction may be authorized, approved or ratified by a single Director. If a majority of the Directors, who have no direct or indirect interest in a transaction vote to authorize, approve or ratify such transaction, a quorum shall be deemed present for the purpose of taking action under this Article.

F. No Director shall obtain a loan of money or a guarantee of an obligation from or by the DDA.

G. No Director, officer or employee shall grant or make available to any person any consideration, treatment, advantage or favor beyond that which it is the general practice to grant or make available to all members of the public similarly entitled thereto.

H. No Director, officer or employee shall request, use or permit the use of any corporate owned or corporate supplied property, vehicles, equipment, material, labor or service for the personal convenience or the private advantage of such Director or of any other person. This provision shall not be deemed to prohibit any Director, officer or employee from requesting, using or permitting the use of such corporate owned and corporate supplied property, vehicles, equipment, material, labor and service which it is the general practice to make available to the public at large or which are provided as a matter of stated policy for the use of Directors, officers and employees in the conduct of official business.

I. No Director, officer or employee shall request or use any privilege or advantage derived from his or her employment by, or appointment to, the DDA that has not been authorized, by the Board of Directors. Any question respecting such authorization shall be determined by the Board of Directors prior to the exercise of such privilege or advantage.

J. No Director, officer or employee shall appear on behalf of any private person other than himself or herself before the DDA.

K. No Director, officer or employee shall give or accept any gift whether in the form of money, thing, favor, loan or promise, that would not be offered or given to or by him or her, if he or she were not a Director, officer or employee. This provision shall not apply to gifts of nominal value given or received as tokens of appreciation and gifts to officers or employees (other than Directors) conferred by the Board of Directors.

L. No Director, officer or employee shall, except in the ordinary course of his or her assigned duties, or without prior formal authorization of the public body having jurisdiction, disclose any confidential information concerning any other Director, officer or employee, or any other person, or any property or affairs of the DDA. Whether or not it shall involve disclosure, no Director, officer or employee shall use or permit the use of any such confidential information to advance the financial personal interest of such Director or any other person.

M. Questions arising under this Article shall be regulated and acted upon by the Directors of the DDA. Upon the sworn complaint of any person alleging facts which, if true, would constitute improper conduct under the provisions of this Article or the Oregon Nonprofit Corporation Act, the Directors shall conduct a hearing, in accordance with all the requirements of due process of law, and make a determination concerning the propriety of the conduct of the Director, officer or employee complained of. No Director who is charged shall participate in any portion of such proceedings and, if a majority of the Board of Directors are so charged, the Directors shall request an investigation and recommendation conducted under the auspices of the District Attorney of Polk County, Oregon or the Oregon Attorney General.

N. Upon the written request of the Director, officer or employee concerned, the Directors shall render a written advisory opinion based upon the provisions of this Article.

O. In the event that the Directors shall make a determination that the conduct of any official or employee was improper, the Directors may, based upon their written findings, conclusions and determinations, institute appropriate action for censure, suspension or removal from office of said Director, officer or employee. Additionally, should the Directors feel such action is necessary, they may refer the matter to appropriate counsel for legal action.

ARTICLE XII

Amendments

A. **Authority.** The DDA membership shall have the power to alter, amend, or repeal the bylaws or adopt new bylaws provided that no such action may be taken if it would in any way adversely affect the DDA's qualifications under the Internal Revenue Code, corresponding provisions of any subsequent Federal tax law, or the provisions of the Oregon Nonprofit Corporation Act.

B. **Proposals.** Changes to the bylaws may be proposed by the Board of Directors or by petition of ten or more members of the DDA. These shall be presented in written form to the Board of Directors before presenting them to the general membership.

C. **Timing.** All proposed amendments shall be sent to members at least ten days before the meeting at which they are voted upon.

D. **Vote.** Upon presentation to the general membership, two-thirds vote of a quorum of the general membership shall cause the amended article(s) to be adopted.

These are the true and current bylaws of the DDA on this date _____ by vote of the general membership.

DDA President _____ Date _____

Director _____ Date _____