

**BYLAWS OF
SELLWOOD WESTMORELAND BUSINESS ALLIANCE, INC.**

ARTICLE 1 – NAME

The name of this organization shall be the SELLWOOD WESTMORELAND BUSINESS ALLIANCE, INC. (hereinafter called "the Alliance"). The principal office of the Alliance shall be determined from time to time by the Board of Directors.

ARTICLE 2 – PURPOSE OF ORGANIZATION

This Alliance is organized and shall operate exclusively as a mutual benefit corporation as defined in the Oregon Nonprofit Corporation Act (hereinafter called "the Act"). Its purposes and objectives are as follows:

- A. to promote the general welfare of the businesses, organizations and property owners within the defined geographic area: Which shall be the boundaries of the S.M.I.L.E. neighborhood association.

- B. to promote, develop and preserve the southeast business community as a desirable and vibrant place to work, shop and own commercial property.

ARTICLE 3 – MEMBERSHIP

Section 3.1 A member of this Alliance shall be either a person, firm, partnership, limited liability company or corporation. That member must reside in or operate a business or own a business property within the defined geographic area. Membership may also be granted to a person or organization having a demonstrated interest in the area and whose membership the Board of Directors approves by majority vote.

Section 3.2 There shall be only one class of membership and all members in attendance shall be entitled to one (1) vote in any proceeding brought before the general membership.

Section 3.3 Voluntary dues are payable according to the Schedule of Dues established by the majority vote of the Board of Directors and may be modified from time to time. Notice of a pending dues vote shall be given to all members prior to any such vote.

ARTICLE 4 – MEETINGS OF THE GENERAL MEMBERSHIP

Section 4.1 NOTICE. Written, printed, e-mail, or faxed notice, stating the place, day and hour of any meeting of the members shall be delivered to each member personally or by mail postage prepaid not less than seven (7) days nor more than thirty (30) before the date of the meeting. If mailed, the notice of the meeting shall be deemed to be delivered when deposited in the United States mail addressed to the member at the address as it appears on the records of the Alliance.

Section 4.2 ANNUAL MEETING. An annual meeting of the members of this Alliance for the purpose of electing officers and directors shall be held at a time and place within the City of Portland as designated by the majority of the Board of Directors. Such annual meeting of the members shall in no event be later than the third Thursday of May.

Section 4.3 REGULAR MEETINGS. In addition to the annual meeting, regular meetings of the members may be held at such time and place as shall be determined by the general membership or the Board of Directors.

Section 4.4 SPECIAL MEETINGS. Special meetings of the membership may be called by the President or in writing, by a majority of the Board of Directors or not less than twenty-five (25) percent of the members having voting rights.

Section 4.5 At all meetings of the Members, a Member may vote by proxy executed in writing by the Member. Such proxy shall be filed with the Secretary of the corporation before or at the time of the meeting. No proxy shall be valid after 60 days from the date of its execution.

ARTICLE 5 – BOARD OF DIRECTORS

Section 5.1 AUTHORITY. The Board of Directors shall have supervision, control and direction of the affairs of the Alliance, shall determine its activities within the purposes set forth in the Articles of Incorporation and the Bylaws; and shall have discretion in the disbursement of its funds. It may adopt such rules and regulations for the conduct of its activities as shall be deemed advisable and may appoint such agents as it may consider necessary.

Section 5.2 MEMBERSHIP. The Board of Directors shall consist of no less than six (6) nor more than twelve (12) members of the Alliance. The President, Secretary/Treasurer and immediate Past-President (when applicable) shall be considered members of the Board of Directors with additional others elected as decided by the membership at the annual

meeting.

Section 5.3 TERM. Each Director shall be a member of the Alliance prior to holding office and shall serve for three (3) years, with not more than one-half (1/2) of the Board members having their respective terms expiring in any one year. Board members may serve up to three consecutive terms unless 75% of the membership creates an exception.

Section 5.4 REGULAR MEETING. The Board of Directors shall meet regularly at a time and place selected by the Board. Members of the Alliance shall be allowed and encouraged to attend meetings of the Board. At least ten (10) Board meetings will be held/year.

Section 5.5 NOTICE. Notice of any special meeting of the Board of Directors shall be given at least 24 hours prior to the meeting. Such notice may be in person or by mail, phone, fax, e-mail, or other appropriate means.

Section 5.6 QUORUM. A quorum shall be no less than one-half (1/2) of those currently serving on the Board of Directors. The act of the majority of voting directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 5.7 RESIGNATION AND TERMINATION. If a Director is absent from three consecutive meetings for reasons, which the Board deems not sufficient, his/her resignation shall be deemed to have been tendered and accepted. Any Director may resign at any time by giving written notice to the President. Any Director may be removed by a two-thirds vote of the total Board of Directors at any regular meeting, providing s/he has been given 30 days prior notice in writing of the intent to remove.

Section 5.8 VACANCIES. In the event of a mid-term vacancy occurring on the Board of Directors, the Board of Directors shall serve as the nominating committee. The Board shall nominate one or more persons for election, which shall be at the next meeting of the Board of Directors/general membership. Candidates for election shall consist of the Board of Director's recommendations and nominations, if any, from the floor.

ARTICLE 6 – OFFICERS

Section 6.1 The officers of the Alliance shall be the President, Vice President, Secretary and/or Treasurer.

Section 6.2 The officers shall be members of the Alliance and shall be elected by the membership and shall serve for a term of one year or until their successors have been elected.

Section 6.3 PRESIDENT. The President shall preside at all

meetings of the Alliance and of the Board of Directors at which s/he is present and shall exercise general supervision in the affairs and activities of the Alliance.

Section 6.4 SECRETARY. The Secretary shall see that minutes are taken at all the meetings of the Alliance and of the Board of Directors, which shall be an accurate and official record of all business transacted and shall be custodian of all records.

Section 6.5 TREASURER. The Treasurer shall receive all Alliance funds, keep them in a bank approved by the Board of Directors and pay out funds only on the approval of the Board of Directors and designated signers.

Section 6.6 VACANCIES. In the event of a midterm vacancy in any office because of death, resignation, removal, disqualification or otherwise, the nominating committee, shall recommend a replacement who shall serve for the remainder of the unexpired term. The appointment must be approved by a two-thirds (2/3) vote of the board members present at a regular meeting of the Board where a quorum was established, to be followed with notice to the general membership in the next publication.

Section 6.7 TERM. Officers may serve up to three (3) consecutive terms unless 75% of the membership creates an exception.

ARTICLE 7 – REMOVAL

Section 7.1 Any Director or Officer may be removed with or without cause by the Board of Directors if (1) the Director or Officer in question is given reasonable prior notice to the impending action and an opportunity to speak on his or her own behalf before the Board at a regular Board meeting and; (2) two-thirds (2/3) of the number of the directors then serving vote to remove; or

Section 7.2 A two-thirds (2/3) majority vote of the membership vote to remove.

Section 7.3 Any Director or Officer shall be subject to removal if he or she misses without being excused three Board meetings in any twelve-month period. To be an excused absence, notice of absence is to be served by the member to an officer of the Alliance.

Section 7.4 Any Director or Officer may be removed from office as provided in the Act.

ARTICLE 8 – COMMITTEES

The Board of Directors shall create such committees as required and shall receive progress reports and a final written report, as appropriate,

from time to time. Such committees shall elect a chair from the members of the committee. The Board of Directors shall define the purpose of such committees created, specify their tenure and receive progress reports from the committee chairpersons at the Board meetings.

ARTICLE 9 – INDEMNIFICATION, INSURANCE AND LIMITATION OF LIABILITY

Section 9.1 INDEMNIFICATION. The Alliance shall indemnify Officers and Directors against reasonable expenses actually incurred by the Director in connection with a proceeding when the Director is wholly successful in the defense of any proceeding to which the Director was a party because of being a Director of the Alliance. The Alliance shall have the authority to indemnify an Indemnified Person but only upon a determination pursuant to ORS 65.404 that the standard of conduct set forth in ORS 65.391 has been met.

Section 9.2 ADVANCEMENT OF EXPENSES. Upon resolution duly made, the Alliance may advance expenses incurred by an Indemnified Person in defending a Proceeding at the written request of such Indemnified Person, if the Indemnified Person furnishes the Alliance: (1) a written affirmation of the Indemnified Person's good faith belief that such Indemnified Person is entitled to be indemnified by the Alliance under the Act or any other indemnification rights granted by the Alliance to such Indemnified Person; and (2) a written undertaking by or on behalf of such Indemnified Person to repay such an advance to the extent it is ultimately determined by a court that such Indemnified Person is not entitled to be indemnified by the Alliance under the Act or under any other indemnification rights granted by the Alliance to such Indemnified Person. Such advances shall be made without regard to the Indemnified Person's ability to repay such advances and without regard to the Indemnified Person's ultimate entitlement to indemnification under this Article or otherwise.

Section 9.3 DEFINITIONS. (1) The term "Indemnified Person" shall mean any person who is or was (i) a Director, officer, member of a committee, employee or, to the extent authorized by the Board of Directors in the specific case, an agent of the Alliance, (ii) a fiduciary within the meaning of the Employee Retirement Income Security Act of 1974 with respect to any employee benefit plan of the Alliance, or (iii) serving at the request of the Alliance as a Director, officer or fiduciary of an employee benefit plan of another corporation, partnership, joint venture, trust or other enterprise, whether or not serving in such capacity at the time any liability or expense is incurred for which

indemnification or advancement of expenses can be provided under this Article. (2) The term "Proceeding" shall include any threatened, pending or completed action, suit or proceeding, whether brought in the right of the Alliance or otherwise and whether of a civil, criminal, administrative or investigative nature, in which an Indemnified Person may be or may have been involved as a party or otherwise by reason of the fact that the person is an Indemnified Person.

Section 9.4 NON-EXCLUSIVITY AND CONTINUITY OF RIGHTS.

The indemnification and advancement of expenses provided by this Article shall not be deemed exclusive of any other rights to which those indemnified may be entitled under the Articles of Incorporation or any statute, agreement, general or specific action of the Board of Directors, or otherwise, and shall continue as to a person who has ceased to be a person described within the definition of Indemnified Person. Such indemnification and advancement of expenses shall inure to the benefit of the heirs, executors and administrators of such an Indemnified Person and shall extend to all claims for indemnification and advancement of expenses made after the adoption of this Article. The Alliance may enter into Agreements to indemnify any Indemnified Person.

Section 9.5 LIMITATION OF LIABILITY. The civil liability of Directors, Officers and other members shall be extended to the fullest extent permitted under the Oregon Nonprofit Corporation Act.

Section 9.6 INSURANCE. Upon resolution duly made, the Alliance may and is hereby authorized to purchase and maintain in effect a policy or policies of insurance covering any liability of Directors, Officers, committee members, employees and agents of the Alliance, regardless of whether the Alliance would have the power to indemnify such persons against the liability so insured.

ARTICLE 10 – AMENDMENTS

Any proposed amendments to these bylaws shall be submitted in writing by the Board of Directors or Bylaws Committee 30 days prior to the annual or a membership meeting. Proposed bylaws amendment(s) shall be discussed and voted upon at the annual meeting or at a scheduled meeting of the membership. Such proposed amendments shall become effective when approved by two-thirds majority (as defined in Article 4) of the members present at such meeting.

ARTICLE 11 – GRIEVANCE PROCEDURES

Section 11.1 COMPLAINT RESPONSE. A person or group

adversely affected by a decision or policy of the Alliance may submit, in writing, a complaint to the President who will arrange for the complaint to be aired at the next meeting of the Board of Directors. If the complaint cannot be resolved to satisfy both parties then the complaint changes to a grievance and the grieving party/parties shall request a mediation meeting at that time or by letter.

Section 11.2 GRIEVANCE RESPONSE. Within fourteen days of receipt of the grievance letter or request, the Board President shall respond by requesting a mediator from the Oregon Mediation Association which will arrange a mediation appointment with the grievance filer and the SWBA Grievance Committee or its representative(s).

ARTICLE 12 – GENERAL PROVISIONS

Section 12.1 PARLIAMENTARY AUTHORITY. The parliamentary rules contained in Robert’s Rules of Order shall govern in all cases where they do not conflict with any other rules of procedure adopted by this Alliance.

Section 12.2 ACTION WITHOUT A MEETING. Any action required or permitted to be taken at any meeting of the members or the Board of Directors or any committee may be taken without a meeting if a consent in writing or by facsimile, setting forth the action taken, shall be signed by all persons entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote with Board consent and documentation, a telephone (or e-mail) poll could be conducted with the action to ratified at the next regular meeting.

Section 12.3 WAIVER OF NOTICE. A waiver of notice of any members, Board of Directors or committee meeting in writing, signed at any time by the person entitled to notice shall be equivalent to the giving of the notice. Attendance at a meeting shall constitute a waiver of notice of such meeting, except where the person attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Notice of the time and place of holding an adjourned meeting need not be given if such time and place is fixed at the meeting adjourned.

Date Adopted: _____

Date Amended: _____

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