

# The Downtown Neighborhood Association of Olympia

## BYLAWS

### I. General Provisions

#### 1. NAME

The name of the corporation is Downtown Neighborhood Association of Olympia (hereinafter DNA).

#### 2. MISSION

The mission of the Downtown Neighborhood Association is to strengthen the community of downtown residents by enhancing and preserving the quality of life for those who live downtown. The DNA will work to encourage social connections, promote cultural events and serve as a political voice for residents of downtown Olympia.

#### 3. OFFICE OF RECORD

The DNA office shall be located at such location as from time to time determined by the Board of Directors (hereinafter called the DNA Headquarters).

#### 4. TERM

The term of DNA shall be perpetual. The fiscal year shall end on December 31<sup>st</sup>.

#### 5. AREA INCLUDED

For the purpose of meeting the requirements for recognition by the city and accessing the restrictions for membership under OMC 18.86.060(A)(2), the boundaries of DNA are consistent with the Comprehensive Plan for "Downtown" as defined at the time of incorporation as the geographic area bounded generally by the State Capitol Campus on the south, Capital Lake on the west, Budd Inlet on the north, and Eastside Street on the east. (hereinafter The Hood)

#### 6. NON-DISCRIMINATION

DNA works to represent a diverse population by incorporating procedures and practices that remove barriers to classes of people who are oppressed or are denied power and privilege in society generally. These classes of people include people who are discriminated against based on race, sex, religious creed, age, disability, size, sexual orientation, gender orientation, marital status, housed status, and economic status.

### II. Membership

#### 1. ELIGIBILITY

DNA membership shall be open to any real person or other entity that believes in and will promote the DNA mission.

#### 2. CLASS OF MEMBERS

DNA shall consist of members in the following categories:

- a) Resident Membership will be any real person residing within The Hood. (hereinafter The Neighbors)
- b) Associate Membership will be any real person or other entity that does not reside within The Hood and can include but is not limited to consumers, businesses, workers, property owners,

and non-profit organizations serving The Hood as well as residents from outside The Hood. (hereinafter The Masses)

### **3. ESTABLISHMENT OF MEMBERSHIP**

An eligible member will qualify for membership by declaring in writing their name and address of residence and agreement with the mission of the DNA. Telephone number and email address are encouraged to be submitted, but at the discretion of the member.

### **4. MEMBERSHIP LIST**

The Board of Directors (hereinafter The Squad) shall keep a current list of members. The list will be used only for DNA business and will not be shared or sold for uses not authorized by The Squad.

### **5. OFFICIAL MAP**

An officially adopted map of The Hood, establishing boundaries for qualifying The Neighbors, shall be kept on file with The Squad.

### **6. VOTING RIGHTS**

Each dues-paying Neighbor shall be entitled to one vote on each matter submitted to a vote of the members and in the election of Directors. No voting by proxy shall be allowed.

### **7. MEMBERSHIP TERM**

Payment of annual dues shall confer membership rights and privileges from the date of payment through the membership period -- the period is defined by The Squad. Residential Memberships shall automatically terminate at the end of the current period when the member no longer resides in The Hood. Any member may terminate their membership by submitting to DNA in writing an unwillingness to remain a member, which may, however, be revoked.

### **8. MEMBERSHIP DUES**

The Squad may determine the amount of dues per membership term that may be asked from each member. Said amount shall be subject to membership approval. Any financial obligation of membership may be waived in whole or in part by The Squad.

## **III. Meeting of members**

### **1. ANNUAL MEETING**

An annual meeting of the membership (hereinafter The Swarm) shall be held each year on such date and at such time and place as The Squad shall designate each year. One of the purposes of The Swarm shall be the election of members to The Squad. Notice of the Swarm shall be delivered to all members at least 7, but not more than 50 days prior to the time of The Swarm and shall contain the time, place, and agenda of The Swarm.

### **2. SPECIAL MEETING**

50% of The Neighbors may petition for a special meeting of the membership to take place within 90 days from the filing of the petition with The Squad. The petition shall state the business to be discussed at the special meeting and the meeting shall be limited to such business. The Squad may also call special meetings. Notice of special meetings shall be delivered to all The Neighbors at least 7, but not more than 50 days prior to the time of the meeting and shall contain the time, place, and agenda of the special meeting.

### **3. QUORUM**

An election or vote must meet a quorum of 25% of The Neighbors to be considered valid, provided that said quorum shall not consist of fewer than six The Neighbors. A majority vote of The Neighbors present at a meeting at which a quorum is present shall, at minimum, be necessary for any action.

## **IV. Board of Directors, a.k.a. The Squad**

### **1. GENERAL RESPONSIBILITIES, NUMBER, AND TERM**

The affairs of DNA shall be managed by The Squad. The Squad shall consist of a minimum of five directors and a maximum of 23 directors. Directors elected by the membership shall serve one-year terms. Directors shall serve without pay, though they may be reimbursed for out-of-pocket expenses incurred in the performance of their duties. Each Director shall have one vote and may vote by proxy.

### **2. ELIGIBILITY**

Any Neighbor is eligible to serve on The Squad.

### **3. ELECTION OF DIRECTORS**

Directors shall be elected by the membership. The Squad may prescribe the manner and procedures for membership elections, except that elections shall be held annually.

### **4. VACANCIES**

In the event of a vacancy on The Squad, the remaining Directors may appoint a new Director. The appointed Director shall serve until the next election. Any Squad-appointed Director is eligible to run for an elected term at the next election.

### **5. DECISION MAKING**

The act of consensus will be the act of The Squad. The voting options for Directors will be: to block, to stand aside, or to consent. Directors shall be required to stand aside for votes concerning their own activity as a Director. The Squad will determine the method used to conduct their meetings. All Squad decisions will be made by reaching consensus. Action may be taken without a meeting if all available Directors give their written consent.

### **6. QUORUM**

For purposes of Squad action, unless otherwise specified or required by law, a quorum shall be a majority of The Squad.

### **7. CONFLICT OF INTEREST**

Directors shall be under an affirmative duty to disclose an actual or potential conflict of interest in any matter under consideration by The Squad. Directors having such an interest may not participate in the discussion or decision of the matter unless otherwise determined by The Squad.

### **8. REMOVAL**

Any Director may be removed from The Squad whenever The Squad determines that such removal will be in the best interest of DNA. Before a Director is removed, that Director shall be given reasonable prior notice and a reasonable opportunity to speak before The Squad at a regular meeting. Removal shall require a consensus minus-one vote of The Squad. The membership may also remove a Director upon petition by 25% of The Neighbors and a vote of 2/3 of those members voting.

### **11. RESIGNATION**

A Director may resign by submitting a written resignation to The Squad with thirty days notice. Absence from three (3) Squad meetings in a Directors term without providing prior notification shall constitute resignation from The Squad. Exceptions to this policy may be made by consensus of The Squad.

### **12. SQUAD DUTIES**

Except as to matters reserved to membership by law or by these bylaws, the business and affairs of DNA shall be directed by The Squad. The major duties of The Squad are to:

- A. select officers, and fill Squad vacancies as needed;

- B. establish financial policy, including setting expenditure levels, overseeing fundraising, and monitoring budgets;
- C. ensure the fiscal health of the organization;
- D. appoint standing and special committees as needed;
- E. authorize appropriate agents to sign contracts, leases, or other obligations on behalf of DNA;
- F. adopt, review, and revise DNA plans;
- G. establish membership procedure and maintain current roster;
- H. adopt major policy changes;
- I. adopt policies to foster member involvement;
- J. ensure compliance with all corporate obligations, including the keeping of corporate records and filing all necessary documents;
- K. maintain free-flowing communication between The Squad, committees, and the membership;
- L. adopt policies which promote achievement of the mission of DNA;
- M. resolve organizational conflicts after all other avenues of resolution have been exhausted;
- N. establish and review DNA's mission.

### **13. SUPREMACY**

The Squad shall not exercise any power under these bylaws which is in conflict with the articles of incorporation or applicable state or federal law.

### **14. MEETINGS**

The Squad shall meet at least quarterly. Squad meetings shall normally be open to the membership. The Squad may close meetings at its discretion to discuss legal matters or other items that require private discussion. Extra or special meetings may be called at the discretion of The Squad or by petition of 25 The Neighbors, provided that the petition specifies the business to be conducted at the meeting.

### **15. RECORDS**

All books and records concerning the activities of DNA, its financial status and planning documents, shall be available for the inspection by any member for any purpose. Quarterly and annual financial reports shall be presented to The Squad at their regular meetings.

### **16. INDEMNIFICATION**

To the full extent permitted by the Washington Non-Profit Corporation Act the corporation shall indemnify any person who was or is a party or is threatened to be a party to any civil, criminal, administrative, or investigative action, suit, or proceeding by reason of the fact that the person was or is a Director or officer of the corporation against expenses (including attorney's fees), judgements, fines, and liabilities reasonably incurred or imposed upon them in connection with or resulting from any claim, action, suit, or proceeding, provided that they acted in good faith and in a manner they reasonably believed to be in or not opposed to the best interests of the corporation. The termination of any action, suit, or proceeding by judgement, order, settlement, or conviction or upon a plea of nolo contendere or its equivalent shall not create a presumption that the person did not act in good faith and in a manner which they reasonably believed to be in or not opposed to the best interests of the corporation. The Squad may obtain insurance on behalf of any person who is or was a Director, officer, employee, or agent against any liability arising out of their status as such, whether or not the corporation would have power to indemnify her/him against such liability. The Squad may, at any time, approve indemnification under the Washington Non-Profit Corporation Act of any person that the corporation has the power to indemnify. The indemnification provided by this section shall not be deemed exclusive of any other rights to which a person may be entitled as a matter of law or contract.

## **V. Dissolution (hereinafter Flushing)**

### **1. SQUAD ACTION**

In order to voluntarily Flush DNA, The Squad must adopt a resolution recommending Flushing and direct that the question of Flushing be submitted to a vote of The Neighbors.

**2. NOTICE**

Appropriate notice of the vote must be provided as required by R.C.W.24.03.220.

**3. VOTE NEEDED**

DNA may be Flushed by a 2/3 vote of The Neighbors. No other business may be transacted at a special meeting called for the purpose of Flushing of DNA or on a ballot issued for the purpose of Flushing of DNA.

**4. PROCEDURE**

Upon Flushing of DNA, The Squad shall supervise the winding up of business, the paying of debts, and the distribution of assets.

**VI. Amending (hereinafter Improving)**

**1. VOTE NEEDED**

Improving these bylaws can be accomplished in one of three ways:

- A. by a 2/3 vote of The Neighbors voting at The Swarm; or
- B. by a 2/3 vote of The Neighbors voting at a special meeting of the membership called for the purpose of Improving the bylaws; or
- C. by a 2/3 vote of The Neighbors voting through a membership ballot called by The Squad for the purpose of Improving the bylaws.

**2. INFORMED CHOICE**

Copies of the proposed bylaw changes shall be made available at least 10 days prior to the beginning of any vote of Improving these bylaws.

Approved by The Squad on \_\_\_\_\_, 2004

\_\_\_\_\_  
The Squad's Secretary

# **The Downtown Neighborhood Association of Olympia**

## **2004-2005 OFFICERS**

### **President**

David Scherer            352-8946  
505 Washington St SE #14, Olympia, WA 98501

### **Vice-President**

Amber Marie Bell        709-0750  
505 Washington St SE #22, Olympia, WA 98501

### **Secretary**

Shellee Billings                709-0071  
110 Legion Way SE #402, Olympia, WA 98501

### **Treasurer**

Beverly Taylor                357-5385  
911 Adams St SE, Olympia, WA 98501

### **Board Member**

Pat Tassoni                    705-2726  
1055 Adams St SE #3, Olympia, WA 98501



**Downtown Neighborhood Association of Olympia (DNA) boundaries:  
 Capital Lake to the west, Budd Inlet to the north, State  
 Capitol Campus to the south and Eastside St to the east.**