

Downtown Roseburg Association  
(also dba Park-Smart)

**By Laws (Revised)**

**Approved:** \_\_\_\_\_

ARTICLE I  
Name and Term

The name of this corporation will be the **Downtown Roseburg Association**, hereinafter referred to as "DRA," and its duration will be perpetual.

ARTICLE II  
Offices

A. Principal Office: The principal office of DRA will be in the State of Oregon, County of Douglas, City of Roseburg. Further, it will be located within the boundaries established by the Board of Directors as currently shown in a map adopted by the Board in 2015.

B. Registered Office: The registered office of DRA will be maintained in the State of Oregon, and may be, but need not be, identical to the principal office. The address of the registered office may be changed from time to time by resolution of the Board of Directors.

ARTICLE III  
Amendments

The DRA Board of Directors shall have the power to alter, amend or repeal the bylaws or adopt new bylaws by a simple majority vote of the Board of Directors at a duly-called meeting of the Board, provided that no such action will be taken if it would, in any way, adversely affect DRA's qualification under the Internal Revenue Code or corresponding provisions of any subsequent Federal tax law.

ARTICLE IV  
Purposes

DRA has been organized for charitable and promotional purposes, which include, but are not limited to:

- A. Promoting and developing a healthy downtown community;
- B. Bringing the business community together to make positive change, create unique experiences, and revitalize the Heart of Roseburg;
- C. Assisting property owners and businesses with location services;
- D. Implementing the Oregon Main Street and Park-Smart programs under contract with the City of Roseburg; and

- E. Performing all things incidental to, or appropriate in, the achievement of the foregoing specific and primary purposes.

DRA does not discriminate on the basis of sex, creed, color, ethnicity, national origin, religion, gender expression, sexual orientation, age, physical or mental ability, veteran status, military obligation, and marital status in activities meant to achieve any of our purposes. These activities include, but are not limited to, employee hiring and employment practices, selection and management of volunteers, vendors and contractors, provision of services and interactions with the general public.

## ARTICLE V Powers

A. General Powers: DRA will have all powers granted by Oregon law. It will also have the power to undertake, either alone or in cooperation with others, any lawful activity that will be necessary or desirable for the furtherance of any or all purposes for which DRA is organized.

B. Investment Powers: DRA may invest both assets secured by DRA, and services provided by DRA resulting in development, as program-related investments. Any returns from such investment will be used by DRA for the furtherance of any or all purposes for which DRA is organized. No portion of the returns will inure to the benefit of any member, Director, Officer or staff member of DRA, whether a volunteer with or an employee of DRA.

## ARTICLE VI Boundaries and Membership

A. Boundaries: The primary focus area of DRA shall be the City of Roseburg, Douglas County, Oregon.

B. Membership: This Corporation shall have members, both individual and corporate, and dues shall be paid.

## ARTICLE VII Membership/Annual Meetings, Board of Directors Meetings and Electronic Voting

A. Membership Meetings: There will be regular General Membership meetings as duly called for by the Board of Directors.

B. Annual Meeting: The annual meeting of DRA will be at a date set by the Board of Directors in March or such other time as the Board of Directors may direct. The purpose of the annual meeting will be to elect the Board of Directors for the following year, and any other such business as the Board of Directors may deem appropriate or necessary. General Members will receive notice of the annual meeting at least thirty (30) days in advance of the annual meeting. Such notice may be distributed electronically or by mail.

C. Board of Director Meetings: The DRA Board of Directors will meet on the second Monday of every month and/or or any such other day/s as the Board of Directors may direct. Board actions may not be undertaken unless a quorum is present; a quorum will be achieved when one-half of the duly elected Board members plus one more are present. Directors who have not paid their dues up to date may attend meetings but their presence will not count towards a quorum and they may not vote.

D. Electronic Voting: Board members, by providing an address to receive electronic transmissions (commonly referred to as an e-mail address), consent to electronic transmission of information (including meeting notices) and to conduct votes via electronic transmission. Such votes are considered final action on the matter being voted on if there is majority consent of the Board. After two successive attempts to contact a Board Member by electronic means, consent by that Board Member on the action being considered will be revoked and that vote will not count.

## ARTICLE VIII

### Directors

A. Duties: The Board of Directors will manage, set policy for, and oversee the management of the affairs of DRA. They will control its property, be responsible for its finances, formulate its policy, and direct its affairs. The Board of Directors may hire staff and support personnel. The Board of Directors may enter into contracts necessary to accomplish the goals of DRA.

B. Qualifications: There will be at least six (6) and no more than fifteen (15) members of the Board of Directors. All Board Members must be dues-paid members of the organization. Any citizen residing within Douglas County may be a Director. The Board of Directors may make exceptions to the above criteria when deemed necessary or desirable for the furtherance of any or all purposes for which DRA is organized. Any such exceptions shall be made on a case-by-case basis, to be approved by a simple majority vote of those present at a scheduled meeting of the Board of Directors. Preferably, there will be at least one director representing building ownership, a resident, a business, and one representing a foundation or other non-profit organization which mission is to support development and promotion of downtown Roseburg.

C. Term and Elections: Every Director will serve a three (3) year term. A term begins when the Director is elected at the annual meeting and expires at the annual meeting three years later. Directors may remain on the Board for multiple terms with no term limits.

D. Vacancies: A Director may resign at any time by giving written notice to the DRA President, Vice President or, if applicable, Executive Director. Any vacancy on the Board occurring because of death, resignation, refusal to serve, or otherwise, will be filled for the unexpired term by a majority vote of the remaining Directors.

E. Absences: Three consecutive unexcused absences from regular Board of Directors meetings will be considered a vacancy on the Board. Any director so removed from the Board will be notified in writing either electronically or by conventional mail sent to the member's last known address.

F. Executive Director: An Executive Director position may be established by the Board of Directors to manage the day-to-day operations of DRA. The Executive Director will be a non-voting member of the Board of Directors, serve at the pleasure of the Board, and may be compensated for service.

G. Compensation: other than the Executive Director, Directors will receive no compensation for their service as Directors, but the Board may, by resolution, authorize reasonable reimbursement for expenses incurred in the performance of their duties. Nothing herein will preclude a Director from serving the DRA in any other capacity and receiving reasonable compensation for such service, as long as there is no real or perceived conflict of interest.

H. Liability: Directors will not be personally liable for the DRA's debts, liabilities, or other obligations.

I. Conflicts of Interest: A director must declare to an officer, or to the convened Board of Directors, any conflict of interest between DRA's interests and their own. Such conflicts will not be limited to financial, employment, or other material ones, but will include situations where a perceived conflict might cause DRA to be viewed in a negative light by other DRA staff, directors, or the public at large. Directors having a conflict of interest shall recuse themselves from voting on, or attempting to influence the votes of others, concerning the matter in conflict. A Board Member who does not disclose conflicts of interest may be expelled based on a simple majority vote at a duly-called Board of Directors meeting.

## ARTICLE IX Officers

A. Number of Officers: DRA will have a President, Vice President, Secretary, Treasurer and such additional officers as the Board of Directors may, from time to time, designate. At the discretion of the Board of Directors, the offices of Secretary and Treasurer may be combined with one person serving as Secretary/Treasurer. Officers will be elected by the Board of Directors at the first regular meeting after the annual meeting.

B. Duties of President: The President will preside at all meetings of the Board of Directors, and at the annual meeting ending his or her term of service. The President will not vote, except to break a tie vote. The President may sign any checks, contracts, or documents on behalf of DRA.

C. Duties of Vice President: In the absence of the President, or his or her inability to act, the Vice President will possess all the President's powers and discharge all Presidential duties. While serving in the absence of the President, the Vice President may also sign any checks, contracts, or documents necessary to insure uninterrupted operation of DRA.

D. Duties of the Secretary: The Secretary will record and maintain a full and correct record of the proceedings of the Association. The Secretary may, if approved to do so by the Board of Directors, sign any checks or documents necessary for DRA, and will perform such other duties as the Board may, from time to time, direct.

E. Duties of the Treasurer: The Treasurer will maintain in good order all financial records of DRA. The Treasurer will sign checks for DRA. At the annual meeting, the Treasurer will provide a summary statement on the financial affairs of DRA and, at regular Board of Directors' meetings, will provide a verbal financial report that will be recorded in the minutes of said meetings. The Treasurer will oversee all financial matters for DRA, including audits and the imposition of appropriate financial control methods such two-signature or e-concurrence check issuance.

F. Temporary Officers: In cases of absence or disability of an officer of DRA, the remaining Officers may vote to delegate the powers and duties of such officer to any other officer or member of the Board.

## ARTICLE X Committees

A. DRA will have the power to create committees as necessary to conduct the business or activities of DRA. The Board of Directors may, from time to time, change the size and composition of committees based on the then current needs and activity level of DRA.

B. Committees will report at least monthly to the Board of Directors. The President, with the approval of the Board of Directors, will appoint committees. Committees need not be limited in membership to DRA members but can have representatives from other relevant areas of the community, including local area schools, churches, fraternal organizations, businesses and commercial interests, and other public-benefit corporations.

C. The Board of Directors may create an Executive Committee composed of the DRA Officers. The Executive Committee will exercise the full powers of the Board of Directors between regular Board meetings. However, any decisions made or actions taken by the Executive Committee in the interim may be reviewed and then modified or reversed by simple majority vote at the next duly-called Board meeting.

## ARTICLE XI Financial and General Provisions

A. DRA's fiscal year will begin on the first day of January and end on the last day of December of each year. During the first year of incorporation, the fiscal year will begin upon incorporation and end on the last day of December.

B. Except as the Board of Directors may otherwise authorize, all checks, drafts and other instruments used for payment of money and all instruments of transfer of securities will be signed by the Treasurer and one other Officer or, if applicable, by the Treasurer and the President. In the absence of the Treasurer, any two Officers or one Officer and, if applicable, the President, may sign in place of the Treasurer.

C. Within two months of the close of the fiscal year, the Treasurer will prepare a year-end financial statement showing, in reasonable detail, the source and application of the previous year's funds and the financial condition of DRA. This statement will be presented to the Board of Directors at a regular Board meeting.

D. External Financial Review: an annual, independent review of DRA's financial records will be performed. Depending on the amount and complexity of financial conditions and transactions during any fiscal year, the Board may elect to have this review be a simple financial review conducted by a qualified accountant or a complete audit by a Certified Public Accountant. The results of the review or audit will be made available to all Board members and interested donors.

## ARTICLE XII Corporate Seal

The DRA will have no corporate seal.

## ARTICLE XIII Indemnification

A. DRA may indemnify any Officer or Director, or a former Officer or Director, their heirs or assigns, for any and all judgments, settlement amounts, attorney's fees and litigation expenses incurred by reason of his or her having been a party to litigation due to his or her capacity or former capacity as an Officer or Director of DRA. DRA may advance expenses where appropriate. Payments of Indemnifications shall be reported at the next annual meeting of DRA. The provisions of this section shall 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 action is brought by DRA 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 or her action was unlawful.

C. No Director, Trustee, or any uncompensated Officer of DRA will be personally liable to the corporation or its members for monetary damages for conduct as a Director, Trustee, or any uncompensated Officer provided that this Article will not eliminate the liability of a Director, Trustee, 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 XIV Dissolution or Disbanding

In the event the DRA should dissolve or disband, all monies and real/personal property accrued shall be distributed to regional group(s) with similar economic development interests.

This document is a complete and correct copy of DRA's bylaws, adopted by the Board of Directors on this date, \_\_\_\_\_, and is now in effect.

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Secretary, Downtown Roseburg Association