

Laurelhurst Neighborhood Association
By-Laws
As Amended 2023

PURPOSE

The Laurelhurst Neighborhood Association (LNA) is a non-profit corporation organized under the direction of the City of Portland. The purpose of the LNA is:

1. To consider and act on issues that affect or enhance the livability and quality of the neighborhood and to take positions in matters of civic interest, including without limitation matters relating to environmental, social, and economic issues; To promote those positions in communications and education within the neighborhood;
2. To be welcoming, diverse, and inclusive to all: all races, all religions, all countries of origin, all sexual orientation, all genders;
3. To provide an open process by which all members of the neighborhood may involve themselves in the affairs of the neighborhood;
4. To take any necessary and appropriate action for the common good of the property owners and residents, including in proceedings before the City of Portland, and to preserve the residential and unique characteristics of the neighborhood;
5. To manage the Laurelhurst Club in accordance with the Charter for the Laurelhurst Club Property Committee;
6. To preserve the neighborhood's listing in the National Register of Historic Places;
7. To do all of the activities related to these purposes, to engage in any lawful activity for which non-profit corporations may be organized under Chapter 65 of the Oregon Revised Statutes, and to have the power to do anything in the operation of the LNA which shall appear necessary or beneficial to the LNA;
8. This corporation is organized exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code. Notwithstanding any other provision of the articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from Federal Income Tax under Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Law) or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Law); and
9. For such other purposes as are approved by the Board of Directors or membership.

ARTICLE I
LAURELHURST BOUNDARIES

The LNA shall include the area described as follows:

Beginning at the intersection of the centerline of SE 44th Avenue and SE Stark Street in the City of Portland, County of Multnomah, State of Oregon;
thence north along the centerline of said SE 44th Avenue to the south right-of-way of the Banfield Freeway/I84;
thence generally westerly along said right-of-way line to the centerline of NE 33rd Avenue;
thence southerly along the centerline of NE 33rd Avenue to a point where it becomes NE 32nd Avenue;
thence continuing southerly along the centerline of NE 32nd Avenue to the centerline of SE Stark Street;
thence east along the centerline of SE Stark Street to the centerline of SE 44th Avenue, the point of beginning.

ARTICLE II MEMBERSHIP

1. Qualifications

1.1 The following are members of the LNA:

- (a) Residents who are 18 years of age or older;
- (b) Persons who own residential property within the area;
- (c) One designated natural person representative of each:
 - (1) Business located within the LNA boundaries;
 - (2) 501(c)(3) non-profit organization with their primary place of business located within the LNA boundaries;
 - (3) School located within the LNA boundaries; and
 - (4) Church located within the LNA boundaries.

1.2 In order to be eligible for membership, all residents, persons who own residential property, business licensees, 501(c)(3) non-profit organizations, schools and churches must reside or have its/their primary place of business located within the LNA boundaries for a period of at least thirty (30) consecutive days.

1.3 Further, under no circumstances may any natural person cast more than two (2) votes in a single election, including without limitation any votes cast by or on behalf of any business licensee, 501(c)(3) non-profit organization, school or church (e.g., if an individual lives in Laurelhurst, operates a business located within Laurelhurst and operates a 501(c)(3) organization in Laurelhurst, that individual may only cast 2 votes in a single election despite having 3 available votes).

2. Status of Membership

2.1 Membership in the LNA shall be personal and may not be transferred by any means.

3. Voting

3.1 All members shall have one vote each, subject to the aforementioned limit of two votes per natural person in Section 1, above, to be cast when approving and/or amending By-Laws and electing the LNA Board of Directors (the Board.)

3.2 Decisions of the LNA membership shall be made by a majority vote. All

other decisions of the LNA shall be made by the Board which may consider input from the general membership.

3.3 Proxies shall not be allowed.

ARTICLE III FINANCIAL SUPPORT

No dues or membership fees shall be charged to members; however, voluntary contributions may be accepted at the discretion of the Board and fundraising may be authorized.

ARTICLE IV MEETINGS

1. Annual Membership Meeting

1.1 The annual meeting of the membership shall be held each year in the month of May on a date set by the Board.

1.2 The business of the annual meeting shall include a report from the Board on the state of the association, and the annual election of directors of the Board.

1.3 ~~Sufficient notice of the membership meetings shall be provided by written or electronic means, or both, no less than 7 days in advance. Notice of the annual meeting to the public must be provided at least seven (7) days in advance. Notice of the annual meeting to members shall be printed in the *Laurelhurst Neighborhood Association Newsletter* and posted on the LNA website (laurelhurstpdx.org) or otherwise provided by other means reasonably calculated to give sufficient notice.~~

2. Regular Membership Meetings

2.1 Regular membership meetings shall be held during the months of January, March, September, and November at a regular day and time set by the Board.

2.2 ~~Sufficient notice of the membership meetings shall be provided by written or electronic means, or both, no less than 7 days in advance. of regular membership meetings to members and to the public must be at least seven (7) days in advance~~

3. Special Membership Meetings

3.1 Special meetings of the members may be called by the Board or by petition signed by fifty (50) members of the LNA submitted to the President.

3.2 Special meetings shall be held at the date, place, and hour designated by those who call the special meeting provided that this allows for sufficient time to give the notice required by Section 4 below.

4. Notice of Special Membership Meetings

4.1 Notice of any special meeting shall be given by ~~digital~~ electronic notice at least ten ~~(14 10)~~ days prior to that meeting.

4.2 The notice shall state the time, date, place, and purpose for which the meeting is called.

4.3 The Board shall be responsible for preparation and delivery of notices in the event of a special meeting called by the Board. The members petitioning for a special meeting shall be responsible for preparation and delivery of notices.

4.4 Publication of a notice of a special meeting in the LNA Newsletter issue immediately preceding the date of the special meeting shall be deemed in compliance with this section provided that the LNA Newsletter has been distributed to the neighborhood at least twenty (20) days prior to the date of the special meeting.

5. Quorum for Membership Meetings

5.1 A quorum at any membership meeting will be thirteen (13) members, of which at least one (1) is a Board member. Each member shall have one (1) vote and no vote shall be cast by proxy.

6. Board Meetings

6.1 The Board may meet after any regular membership meeting and at any other time the President or the Board may designate.

6.2 Directors shall be notified of Board meetings in advance; provided that, if the Board sets a ~~required-pre-announced~~ schedule of meetings, advance notice of each individual meeting shall not be required.

7. Quorum for Board Meetings

7.1 A majority of the Directors shall constitute a quorum for the transaction of business, including for special and emergency Board meetings.

7.2 The act of the majority of the Directors ~~present-in attendance~~ at a meeting at which a quorum is present shall be the act of the Board.

8. Emergency Meeting of the Board

8.1 Emergency meetings of the Board may be called by the President or a majority of the Board when there is insufficient time to timely address business within the notice requirements of a regular or special meeting.

8.2 Notification of the emergency meeting, including the purpose(s) of the meeting, shall be provided to LNA members at least twenty-four (24) hours in advance.

8.3 No business other than the purpose(s) stated in the notice may be discussed or acted on at an emergency meeting.

8.4 Reasonable effort shall be made to provide direct notice, ~~written or electronic~~, to members or other persons known to have an interest in a particular agenda item.

9. Place of Meetings

9.1 All meetings of the LNA, the Board, and committees shall be held in an accessible location within the boundaries of Laurelhurst or by remote means (e.g., videoconference) as provided in ORS 65.205.

10. Presiding Officer

10.1 The President shall preside at all meetings. In the event the President is not present, the following succession shall apply: (1) Vice President; (2) Secretary; (3) Treasurer; (4) any Director designated by the Board.

11. Agenda

11.1 The President shall prepare the agenda for regular, special, and

emergency membership and Board meetings.

11.2 Any member may propose, to the President, any item of new business for membership meetings at the beginning of the meeting ~~to the President~~.

12. Procedures

12.1 The Laurelhurst Neighborhood Association, the Board, and Committees shall comply with all the requirements relative to public meetings and public records.

12.2 LNA meetings shall generally be governed by Robert's Rules of Order (revised) in all areas not covered by these Bylaws.

12.3 Official actions taken by the LNA, the Board and Committees must be recorded as part of the minutes of each meeting or otherwise contained in written or electronic form and maintained as part of the records of the LNA.

ARTICLE V BOARD OF DIRECTORS

1. General Powers

1.1 The affairs of the LNA shall be managed by the Board of Directors. The Directors shall in all cases act as a board, and they may adopt such rules and regulations as they may deem proper, provided that such rules and regulations are not inconsistent with these By-Laws.

1.2 Decisions made by the Board on substantive matters shall be reported at the next membership meeting.

1.3 The members of the Board shall be considered "Qualified Directors" in that they shall not receive compensation for personal services except for actual expenses incurred while performing Directors' duties as established by the Board of Directors.

2. Number

2.1 The number of Directors of the LNA shall be eleven (11).

2.2 All Officers of the LNA described below shall be Directors.

3. Eligibility

3.1 All voting members of the LNA are eligible to serve on the Board or any Committee.

4. Election and Appointment of Directors

4.1 Directors shall be elected annually for staggered two (2) year terms by a vote of the membership at its May membership meeting, except for the Communications Officer who shall be appointed by the Board for a ~~two one (2)~~ year term.

4.2 All Directors shall be elected in May 2022. Thereafter, the President, Secretary, Quadrant Representatives for the NW and NE quads, and General Neighborhood At Large Representative shall be elected in even-numbered years, and the remaining Directors shall be elected in odd-numbered years.

4.3 The Board may adopt guidelines regarding in favor of nominations and elections ~~to be proposed to the membership~~.

4.4 Nominations for board positions, including self-nominations, must be made to the LNA Secretary no less than 5 days prior to the elections. In the event that a position for an LNA election has no nominated candidates, any member present may nominate candidates for that position at the May membership meeting.

4.5 Secret written and/or electronic ballots shall be used for voting for Directors. Each Director position shall be voted upon separately. A single ballot listing all of the Officers may be used.

4.6 The nominee receiving a majority of votes cast for directorship is elected to that position.

~~4.6 Any member present may nominate candidates for the Board at the May regular membership meeting.~~

5. Term of Office

5.1 Each Director shall hold office for a term of two (2) years or until his or her successor is appointed or elected, except in the cases of (a) resignation or (b) removal by Board decision.

5.2 Directors may serve more than one term.

5.3 The term of a newly elected Board member will begin at the June Board meeting following their election.

5.4 The term of an appointed Board member will begin at the first Board meeting following their appointment.

6. Board Vacancies

6.1 The Board may fill any vacancies on the Board or a Board committee by majority vote of the Board provided that, in the event that there are four (4) or more vacancies of elected positions on the Board simultaneously, the Board may not fill these vacancies but shall instead hold an election of the general membership at the regular membership meeting (unless the vacancies occur with two (2) weeks of the next regular meeting, in which case the election shall be at the following regular membership meeting) to fill such vacancies.

6.2 A Director elected to fill a vacancy shall serve the unexpired term of the Director whom he or she replaces or until his or her successor is appointed or elected.

7. Resignation

7.1 A Director may resign at any time by giving ~~written~~ notice to the Board, the President, or the Secretary of the LNA.

8. Removal of Directors

8.1 Any or all of the Directors may be removed with or without cause by action of the membership. A motion to remove a Director or Directors shall be made at a meeting of the regular membership. In the event such a motion is made and seconded, the Director or Directors subject to the removal motion shall be given written notice of the motion.

No vote shall be taken on the motion until the next regular membership meeting. In the event such a motion is made and seconded, the motion shall be open for debate at both the meeting at which it is made and the meeting at which the vote is to be taken. ~~In the event such a motion is made and seconded, the Director or Directors subject to the removal motion shall be given written notice of the motion. If the motion to remove is passed, the action takes immediate effect, and the Director position is immediately vacant.~~

8.2 Any Director who does not attend three consecutive Board meetings may be deemed to have resigned from the Board and may be replaced as provided in these

By-Laws.

8.3 A Director appointed by the Board may be removed by a majority vote of the Board.

9. Committees

9.1 The Board may establish both standing and ad hoc ~~C~~committees.

9.2 Committees shall make recommendations to the Board as directed by the Board.

9.3 Committees shall not have the power to act on behalf of the organization without specific authorization from the Board.

9.4 All actions taken by a ~~C~~committee shall be reported to the Board.

10. Conflict of Interest

10.1 A conflict of interest exists whenever a Director holds a personal financial interest, other than a financial interest which is shared generally and approximately equally by all or most members of the LNA, which will be impacted by action or inaction by the LNA on a proposal before the Board or the membership. A personal financial interest includes a financial interest held by the Director, the Director's immediate family, any person or entity for whom the Director acts as an agent or employee, and any business in which the Director has an ownership interest exceeding five (5) percent.

10.2 Whenever a conflict of interest exists regarding a proposal before the Board, the Director having the conflict shall inform the Board of that conflict of interest prior to any action.

10.3 A Director shall not vote on any proposal before the Board in which he or she has a conflict of interest.

~~**10.4** All Board members shall receive and sign the LNA Conflict of Interest policy statement within 30 days of their acceptance of a Board position. The Conflict of Interest statement shall be retained and filed by the Secretary of the Board.~~

ARTICLE VI OFFICERS OF THE BOARD

1. Number, ~~and Titles and Duties~~

1.1 The Officers of the LNA shall consist of President, Vice President, Secretary, Treasurer, four (4) Quadrant Representatives, Neighborhood Coalition Representative, ~~General Neighborhood At Large~~ Representative, and the Communications officer.

2. President

2.1 The President shall be a Director of the LNA.

2.2 The President shall be the principal executive officer of the LNA and, subject to the control of the Board, shall in general supervise and control all of the business and affairs of the LNA and exercise the usual executive powers pertaining to the Office of President and shall perform such other duties as may be prescribed by the Board from time to time.

2.3 The President shall, when present, preside at ~~M~~membership ~~M~~meetings and meetings of the Board.

3. Vice-President:

3.1 The Vice-President shall be a Director of the LNA.

3.2 The Vice President shall, in the absence or disability of the President, exercise the power and perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

3.3 The Vice-President shall also exercise such other powers and perform such other duties as shall be prescribed by the Board.

4. Secretary

4.1 The Secretary shall be a Director of the LNA.

4.2 The Secretary shall

- a) keep the minutes of the Board and membership meetings,
- b) see that all notices are duly given in accordance with the provisions of these By-Laws or as required,
- c) be custodian of the LNA printed and electronic LNA records, and maintain reasonable privacy and security protections for such records, and
- d) in general perform all duties incident to the Office of Secretary ~~and such other duties as from time to time may be assigned by the Board.~~

4.3 The Secretary shall make the records of the LNA available to any member for inspection for any proper purpose at any reasonable time.

4.4 Minutes shall be taken at all meetings.

- a) The minutes shall be put in writing and made available to the public within a reasonable time after the meeting.
- b) A copy of the minutes shall be forwarded to the District Coalition.
- c) Minutes shall include the following:
 - (1) Members in attendance;
 - (2) All actions, including motions, proposals, and resolutions stated in full and their dispositions; and
 - (3) Results of all votes taken, and a summary of minority opinions on all topics on which a vote is taken.

5. Treasurer

5.1 The Treasurer shall be a Director of the LNA.

5.2 The Treasurer

- a) shall have charge and custody of and be responsible for all funds of the LNA,
- b) shall receive ~~and give receipts for~~ monies due and payable to the LNA from any source whatsoever, recording the source, amount, and reason for payment,
- c) shall deposit, in a timely manner, all such monies in the name of the LNA in such banks, trust companies or other depositories as shall be selected by the Board,
- d) shall ~~prepare and submit~~ be responsible for the preparation and submission of all taxes and fees required of the LNA by their due dates,
- e) shall be the custodian of the Laurelhurst Club financial records,
- f) shall pay all accounts by the due date in a timely fashion, and
- g) shall give a financial report of the LNA at each regular membership and Board meeting, and

h) shall be the liaison to anyone providing financial services to the LNA or the Laurelhurst Club.

6. Quadrant Representatives

6.1 Each Quadrant Representative shall be a Director of the LNA.

6.2 There shall be four (4) Quadrant Representatives, one (1) who resides in each quadrant of Laurelhurst. The quadrants are divided east to west by Cesar Chavez Boulevard and north to south by Glisan Street.

6.3 The Quadrant Representatives shall be responsible for ensuring the distribution of the LNA Newsletter, and other materials as directed by the Board, to each household, business, non-profit organization, school, and church within their quadrant.

7. Communications Officer

7.1 The Communications Officer shall be a Director of the LNA.

7.2 The Communications officer shall be responsible for coordinating the use of various communication tools, paper and electronic media, to optimize communication to, from, and among LNA members, including overseeing the production of producing a Newsletter and overseeing creation and maintenance of a web page, at the direction of the Board.

7.3 The Newsletter shall be complete and ready for distribution in time to announce the regular ~~M~~membership ~~M~~meetings.

7.4 The Board ~~shall~~ may adopt guidelines governing the Newsletter.

7.5 The Communications Officer shall have responsibility for compliance in all media and platforms with the communications guidelines adopted by the Board.

8. Neighborhood Coalition Representative

8.1 The Neighborhood Coalition Representative shall be a Director of the LNA.

8.2 This Officer shall represent the LNA at all Neighborhood Coalition Board Meetings and shall be empowered by the Board to vote at Neighborhood Coalition Board Meetings ~~in the best interest of the LNA in his or her judgment~~.

8.3 This Officer shall present, either in writing or orally, reports from the Coalition to the Board and/or general membership regarding votes conducted by the Officer and other topics pertinent to the LNA.

9. General Neighborhood At Large Representative

9.1 The General Neighborhood At Large Representative shall represent the neighborhood as a Director of the LNA.

ARTICLE VII NON-DISCRIMINATION

The Laurelhurst Neighborhood Association shall not discriminate against individuals or groups on the basis of race, religion, color, sex, sexual orientation, gender identity, age, disability, legal citizenship, national origin, economic status, creed, ethnic identity, marital status, parenthood, or political affiliation in any of its policies, recommendations or actions.

ARTICLE VIII

CONTRACTS, LOANS, ~~CHECKS, AND REPORTS~~ AND EXPENDITURES

1. Contracts

1.1 The Board may authorize any Officer or Officers, agent or agents, to enter into any contract or to execute and deliver any instrument in the name of and on behalf of the LNA.

2. Loans

2.1 No loans shall be incurred unless authorized by a resolution of the Board.

3. Checks and Drafts and other Expenditures

3.1 ~~_~~All checks, drafts, or other order of payment of money, notes, or other evidence of indebtedness for an amount Twenty Five Hundred Dollars (\$2,500) or greater issued in the name of the LNA shall be signed by at least two (2) people authorized by the Directors of the LNA. Signing approval may take the form of actual signature on a paper form, or by an electronic statement of approval which includes the date, amount, payee, and purpose of payment.

~~4. Deposits~~

~~4.1 All funds of the LNA not otherwise employed shall be deposited from time to time to the credit of the LNA in such banks, trust companies, or other depositories as the Directors may select.~~

ARTICLE IX GRIEVANCE PROCEDURE

1. Grievance Eligibility

1.1 Any person or group may initiate this grievance procedure by submitting a grievance in writing to the Board within forty-five (45) days of the alleged violation.

2. Grievance Limitations

2.1 Grievances are limited to complaints that the grievant has been harmed by a violation of the City of Portland standards for neighborhood associations or these By-Laws that has directly affected the outcome of a decision of the LNA.

2.2 The complaint shall identify the specific nature of the violation.

3. Processing the Grievance

3.1 The Board shall establish an ad hoc Grievance Committee of three (3) people consisting of one (1) representative appointed by the Board, one (1) representative appointed by the grievant, and one (1) representative from the District Coalition to review the grievance.

3.2 The Committee shall hold a hearing open to the public and give the grievant and others wishing to present testimony the opportunity to be heard.

3.3 The deliberations of the Committee may be held in executive session.

3.4 The Committee shall forward its findings and recommendations to the Board.

4. Grievance Resolution

4.1 The Board shall render a final decision on the grievance within sixty (60) calendar days of its receipt and notify the grievant of the decision.

- 4.2 The written decision shall include supporting findings.
- 4.3 Deliberations by the Board may be held in executive session.

5. Appeals

- 5.1 The grievant may appeal the decision of the LNA Board to the extent, if any, permitted by law.
- 5.2 The appeal period is fourteen (14) calendar days from the date the written decision is sent to the grievant.

**ARTICLE X
INDEMNIFICATION AND LIMITATION OF LIABILITY**

1. Directors and Officers

- 1.1 The Corporation shall defend and indemnify up to the limit of the Directors and Officers liability insurance coverage procured by the Corporation, and otherwise to the fullest extent provided in the Oregon Nonprofit Corporation Act/ORS Ch. 65 (the Act) or other Oregon law, any Director or Officer who was or is a Party, or is threatened to be made a Party to any action, suit, or other Proceeding, other than an action by or in the right of the Corporation, by reason of or arising from the fact that he or she is or was a Director or Officer of the Corporation.
- 1.2 The determination and authorization of indemnification shall be made as provided in the Act.

2. Advance of Expenses

- 2.1 The Corporation shall pay for or reimburse the reasonable expenses incurred by a Director or Officer who is a Party to any action, suit or other Proceeding in advance of final disposition of the action, suit or other Proceeding as in the Act.

3. Purpose and Exclusivity

- 3.1 The indemnification referred to in the various sections of this Article shall be deemed to be in addition to and not in lieu of any rights to which those indemnified may be entitled under any statute, rule of law or equity, agreement, vote of the Board, or otherwise.

4. Limitation of Liability

- 4.1 The personal liability to the corporation or its members, for monetary or other damages, of each member of the Board of Directors and each uncompensated officer of the corporation for conduct as a director or officer shall be eliminated to the fullest extent permitted by current or future law.

5. Definitions

- 5.1 The capitalized terms in this Article shall have the same meaning given them in the Act.

**ARTICLE XI
AMENDMENTS**

1. Amendment Process

- 1.1 Amending Bylaws requires action by the membership at two (2) consecutive

membership meetings.

1.2 The Board or a member proposing a By-Laws amendment or amendments must move the proposed language at a membership meeting of the LNA. After discussion, the motion will be tabled until the next membership meeting of the LNA.

1.3 The language of the motion should appear in the minutes of the initial membership meeting and, if practical, a summary shall appear in the Newsletter preceding the next membership meeting.

1.4 The agenda for the next meeting shall include the proposed change(s) as an action item.

1.5 The amendment will be adopted and the amended Bylaws active immediately following approval ~~at the following LNA meeting if it is approved~~ by a majority of the members voting.

/s/ Kayleen Kusterer

Kayleen Kusterer

President, Laurelhurst Neighborhood Association

March 16, 2023

History of Amendments:

September 1993

May 2001

March 2006

June 2007

November 2014

January 2015

March 2022