

**Constitution
of
Broadway Historic District Association**

P.O. Box 5362, Rock Island, IL 61204-5362
November 19, 2015

Last updated February 16, 2017

Article 1 — Name

The name of this organization shall be the Broadway Historic District Association, hereafter referred to as the Corporation. Incorporation was granted on September 12, 1988, in Illinois. The fiscal year shall run from January 1 to December 31.

Article 2 — Purposes

Section 1. Said organization is organized exclusively for charitable and educational purposes that qualify under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

Section 2. Educating the community about Broadway's architectural and historic heritage.

Article 3 — Inurement of Income, Political Activities, Operational Limitation, Dissolution

Section 1. No part of the net earnings of the organization shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the organization shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in section 6 hereof and in article 2 of this constitution.

Section 2. No substantial part of the activities of the organization shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the organization shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.

Section 3. Notwithstanding any other provision of these articles, the organization shall not carry on any other activities not permitted to be carried on (a) by an organization exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or (b) by an organization, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

Section 4. Upon the dissolution of the organization, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the organization is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

Article 3 — Membership

Membership is limited to any resident or property owner 18 years or older of the Broadway Historic District, hereafter referred to as Members. See attached map for boundary limitations.

Article 4 — Amendments

- A. A proposed amendment may be submitted in writing by any member to the President for consideration.
- B. Membership will be notified of proposed amendment(s) by newsletter, website, or other media as appropriate.
- C. The Board will submit the proposed amendment at the next meeting with the opinions of the Membership for final consideration.
- D. Amendments will require two-thirds vote of Members in attendance for approval.

**Bylaws
of
Broadway Historic District Association**
P.O. Box 5362, Rock Island, IL 61204-5362
January 21, 2016

Article 1 — Mission

Broadway Historic District is committed to preserving our architectural integrity, strengthening our sense of community, celebrating our history, and embracing the future.

Article 2 — The Board of Directors

- Section 1.** The Board of Directors, hereafter referred to as the Board, shall consist of nine voting members, who are residents within the Broadway boundaries.
- Section 2.** All Board members will be elected by the membership. Board members will serve a term of three years. Board members will not serve longer than two full consecutive terms and then will be ineligible to serve on the Board for one year.
- Section 3.** Only one person per household can serve on the Board at a time.
- Section 4.** The Board shall handle the regular business of the organization.
- Section 5.** There shall be at least an annual meeting of the association.
- Section 6.** Quorum. A quorum for conducting the regular business of the Board shall be a simple majority of standing Board members.
- Section 7.** Voting. All matters requiring a vote shall require a majority of Board members present for approval unless specifically stated otherwise.
- Section 8.** In the event of death, resignation, removal, or expulsion of any Board member, the President, with approval by the Board, shall appoint a successor who shall take office immediately and serve for the balance of the unexpired term.

Article 3 — Elections

- Section 1.** Nominations
 - A. There shall be an elections committee appointed by the President who shall report prior to the annual meeting.
 - B. Report of the elections committee shall be made to the membership prior to the annual election meeting.
 - C. Nominations from the floor will be accepted at the annual election meeting.
- Section 2.** Elections
 - A. The elections committee shall be responsible for conducting the elections according to the

procedures set up in the standing rules.

B. Elections shall be by secret ballot.

Section 3. Transition of Administrations: Outcomes of elections shall take effect at the following Board meeting.

Article 4 — Officers and Committee Chairpersons

Section 1. Officers: The following officers shall be elected by the Board at the first regular meeting after the general election:

- A. President
- B. Vice-President
- C. Secretary
- D. Treasurer

Section 2. Officers must be Board members.

Section 3. After the election of the President, the heads of committees shall be appointed by the President. They shall be approved by the Board.

Section 4. Committee chairpersons shall provide regular reports to the Board.

Article 5 — Duties of Officers

Section 1. The President shall:

- A. preside at all meetings including any special meetings
- B. set meeting agenda
- C. appoint the committees' chairpersons
- D. make interim appointments as needed with approval of the Board
- E. with another board member, sign all contracts
- F. serve as an ex-officio member of all committees
- G. call special meetings
- H. make replacement appointments to the Board with Board approval
- I. transact business of the Corporation.

Section 2. The Vice-President shall:

- A. perform all the President's duties in the absence of the President
- B. perform such duties as assigned by the President.

Section 3. The Secretary shall:

- A. record Board meeting minutes, distribute in a timely manner
- B. maintain records on file.

Section 4. The Treasurer shall:

- A. have charge of all the funds of the organization
- B. make a monthly report of income, disbursements, and account balances to the Board
- C. make a financial report to the membership at the annual meeting
- D. file all required financial reports and forms annually to the IRS, Illinois Secretary of State, etc. and make available for annual audit.

Article 6 — Meetings

Section 1. There shall be an annual meeting of the membership. The annual meeting for elections will be held in October and requires not less than a 15 day notice of the time and place.

Section 2. Special meetings may be called by the President or the Board. Upon written request from 5 Board members or residents, the President shall call a meeting of the Board.

Article 7 — Discipline/Code of Conduct

Section 1. A Board Member may be expelled from the Board by a majority vote of the entire Board. Reasons for an expulsion may include misconduct at meetings, violating confidentiality, moral misconduct outside of meetings, absenteeism, bribery, fraud, lying, disloyalty, working against the organization, conspiracy, or violating organization policies.

Section 2. Any Board member who misses more than three consecutive Board meetings or three meetings in six months in a given year may be given written notice of dismissal by the President and replaced in accordance with Article 5, Section 1, Item H.

Article 8 — Amendments

- A. A proposed amendment may be submitted in writing by any member to the President for consideration.
- B. Membership will be notified of proposed amendment(s) by newsletter, website, or other media as appropriate.
- C. The Board will submit the proposed amendment at the next meeting with the opinions of the Membership for final consideration.
- D. Amendments will require two-thirds vote of members in attendance for approval.



Broadway Historic District – Boundary Map

**Policies
of
Broadway Historic District Association**

P.O. Box 5362, Rock Island, IL 61204-5362

October 21, 2016

Policy 1 — Restricted Funds

Decisions involving expenditures over \$200.00 shall require majority vote of those Board members in attendance. Checks over \$500.00 require the treasurer's signature and one of another authorized signer.

Policy 2 — Social Media Policy for Board Members and Volunteers

Social media (*e.g.*, Facebook, Nextdoor) is a powerful communication tool. The Broadway Historic District Association (Herein, "BHDA," "Broadway Board," "Board," or "Organization") expects all members and volunteers to abide by its social media policy in all their communication on any social media site managed by BHDA.

BHDA members and volunteers must communicate professionally and respectfully on social media sites managed by BHDA or when they are communicating in the name of or representing BHDA. Profanity, or other inappropriate language, jokes, or images, are never appropriate when undergoing official business for the organization on BHDA social networking sites. Moreover, because board members may be construed as representing BHDA, even their personal social media interaction must not reflect negatively on BHDA.

The following applies to BHDA members and volunteers who post on or manage "Official BHDA Profiles" as outlined below:

Any social media profile used by BHDA volunteers, members or supporters that is used professionally, for promotion of BHDA or for regular communications is an "Official BHDA Profile." All Official BHDA Profiles belong to BHDA and not to any member or volunteer individually. As the exclusive property of BHDA, all Official BHDA Profiles will be retained by BHDA when the member or volunteer associated with the profile ends his or her relationship with BHDA for any reason. BHDA retains full rights to all Official BHDA Profiles, regardless of the wishes of a current or departing member or volunteer who has operated or maintained the profile while working with BHDA.

Two or more BHDA members or volunteers must have access to "admin" status on each Official BHDA Profile. Each BHDA member or volunteer who manages or has access to Official BHDA Profiles will provide the username and password to the social media profiles to the President of the Board. At all times while working with and after no longer working with the BHDA, BHDA members and volunteers agree to cooperate in good faith with BHDA to ensure that BHDA has the ability to access and control all Official BHDA Profiles.

Any BHDA member or volunteer who reasonably suspects misconduct related to social media or any violation of this policy must report these suspicions immediately to the President of the Board or any Board member.

When operating as a representative of BHDA on a BHDA-managed site or a public site such as Nextdoor, disparaging or negative comments about the City of Rock Island, BHDA, etc., may provide grounds for private censure or dismissal.

Policy 3 — “Great Unveiling” Good Faith Commitment/Construction Contract

There are two “Great Unveiling” Contracts available to Broadway Historic District homeowners, as follows:

Contract #1: contains wording requested by the BHDA insurance company. The document is designed to ensure that all parties who participate in a Great Unveiling are covered by insurance policies. It requires the homeowner to obtain the permits required to perform the work, specifies the scope of the work, the division of responsibilities, and the expected work performance.

Contract #1

This agreement is made on this date _____ by and among: Broadway Historic District Association, sponsor of the “Great Unveiling” event (hereinafter “Contractor”), _____ (hereinafter “Owner”) and each Volunteer worker identified by a signature below as “Subcontractor”.

Owner does hereby agree that Contractor and Subcontractor(s) will do the work necessary and provide adequate materials, tools, machinery and supervision necessary for the removal of exterior siding (hereinafter “Great Unveiling”) on the house located at _____.

By signature on this contract, Contractor, Subcontractor and Owner declare that each party carries valid and current personal insurance coverage. Each party to this contract also agrees to indemnify, hold harmless and waive any right of subrogation against the other parties to this contract from any and all liability or cost arising from bodily injury or property damage caused in whole or in part by the signing party.

Permits

Owner shall obtain all necessary building permits, including those required by the City of Rock Island, Illinois, and all State and Federal regulations, as applicable.

Work Performance

- 1) All parties shall protect all work adjacent to the Contract site from any damage resulting from the work subject to this contract and shall repair or replace any damaged work at his/her own expense.
- 2) All parties agree to replace and put in good condition any existing conditions damaged in carrying out the contract.
- 3) All parties shall take precautions necessary to protect persons from injury and unnecessary interference or inconvenience.
- 4) All parties shall conduct activities in a business-like manner.

Scope of Work

Contractor, Owner and Subcontractor(s) agree to remove exterior artificial siding on:

Facade only Full Exterior Other (please specify)_____

Condition of Premises

All parties agree to keep the premises clean and orderly and to remove all debris as needed during the hours of work in order to maintain work conditions that do not cause health or safety hazards.

Use of Utilities

Owner shall permit Contractor and Subcontractor(s) to use, at no cost, power and water necessary to carry out and complete the work.

Contractor

Contractor Signature

Owner

Owner Signature

Subcontractor

Subcontractor Signature

Subcontractor

Subcontractor Signature

Subcontractor

Subcontractor Signature

Subcontractor

Subcontractor Signature

Contract #2: is a good faith agreement between the homeowner and the BHDA to ensure that the restoration work on the homes continues, and provides a dollar amount that the home owner agrees to pay if the work does not begin within a year.

Contract #2

This agreement is made on this date _____ by and between Broadway Historic District Association, Rock Island, Illinois 61201 (hereinafter "Contractor") and _____ (hereinafter "Owner").

Owner does hereby employ Contractor to do the work and provide the materials, tools, machinery and supervision necessary for the removal of exterior siding on the house located at _____ (hereinafter referenced as the "Great Unveiling").

Owner shall begin restoration work within one year following the Great Unveiling and shall continue uninterrupted, except by weather, until the project is complete. If Owner fails within one year to begin to prime and paint or otherwise restore the woodwork to a condition approved by Contractor, Owner agrees to reimburse Contractor at a rate of ten dollars per volunteer hour worked on the Great Unveiling.

All funds collected from a failure to begin woodwork and wood siding restoration shall be used for improvements of streets and sidewalks in the Broadway Historic District at the discretion of the Broadway Historic District Board of Directors.

If Contractor fails to correct defective work or persistently fails to provide materials or equipment in accordance with this Contract, Owner may order Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated.

IN WITNESS WHEREOF, OWNER AND CONTRACTOR HAVE EXECUTED THIS CONTRACT AS OF THE DATE FIRST WRITTEN ABOVE.

Contractor

Owner

Contractor Signature

Owner Signature