

HOUSTON SUPER NEIGHBORHOOD ALLIANCE BYLAWS

TABLE OF CONTENTS

ARTICLE I — NAME	1
ARTICLE II — STATUTORY AUTHORITY AND PURPOSES	1
Section 1: Statutory Authority and Purpose	1
Section 2: Additional Purposes and History	1
Section 3: Mission Statement	1
ARTICLE III — DEFINITIONS	2
ARTICLE IV — MEMBERSHIP, ETHICS, AND INCLUSION	3
Section 1: Members and Representatives	3
A. Each Super Neighborhood has one vote.	3
B. Representatives may not attend without authority.	3
C. No membership dues or fees.	3
Section 2: Ethical Obligations of Representatives	3
A. Each Representative must adhere to his or her Super Neighborhood bylaws and consensus.	4
B. Compensation and conflicts of interest.	4
C. Obligation to respect Alliance protocol.	4
Section 3: Inclusion	4
ARTICLE V — OFFICIAL ALLIANCE POSITIONS ON SIGNIFICANT MATTERS OF PUBLIC POLICY	4
ARTICLE VI — OFFICERS AND ELECTIONS	6
Section 1: Duties of Officers	6
A. Officer duties established by the March 17, 2003 Memorandum of Understanding.	6
B. Additional officer duties.	6
Section 2: Officer terms and elections	7
A. Election procedures established by the March 17, 2003 Memorandum of Understanding.	7
B. Definition of Quorum.	7
C. Additional election procedures.	7
ARTICLE VII — COMMITTEES	8
A. Standing Committees.	8
B. Special Committees.	8
ARTICLE VIII — MEETINGS	9

Section 1: Meeting dates and standards required by the March 17, 2003 Memorandum of Understanding	9
Section 2: Meeting notice requirements and invitation to submit agenda items	9
Section 3: Meeting procedures and order	9
A. Robert's Rules of Order.	9
As provided by the March 17, 2003 Memorandum of Understanding:	9
B. Scheduling meeting agenda items.	10
C. Chair may impose time limits when required.	10
D. Quorum.	10
ARTICLE IX — RATIFICATION	10
ARTICLE X — AMENDMENT OF BYLAWS	10

ARTICLE I — NAME

The name of the organization shall be the "Houston Super Neighborhood Alliance", referred to as the "Alliance".

ARTICLE II — STATUTORY AUTHORITY AND PURPOSES

Section 1: Statutory Authority and Purpose

The Alliance is organized pursuant to Chapter 2-621, *et seq.* (formerly Chapter 33-301, *et seq.*) of the Code of Ordinances, Houston, Texas and the Memorandum of Understanding between the Alliance and the City of Houston, dated March 17, 2003, attached as Exhibit 1. These Bylaws are intended to supplement and clarify the Alliance's existing obligations. The Alliance shall interpret these Bylaws in a manner which does not conflict with the Alliance's legal and contractual obligations and should make reasonably prompt efforts to amend these Bylaws if necessary to comply with updated ordinances, memorandum of understanding, or other legal or contractual obligations.

Pursuant to the March 17, 2003 Super Neighborhood Alliance Memorandum of Understanding with the City of Houston, the Alliance's purpose is to, "serve as an organizational framework for Super Neighborhood Councils to discuss issues of community impact and make decisions that shall present a unified voice to the City" and establish, "an operating strategy for all councils to participate inclusively and with accountability in that framework."

Section 2: Additional Purposes and History

The Alliance was created as a grassroots meeting of super neighborhood leaders before and independently of its recognition by the City of Houston. Should the City cease recognizing the Alliance within its framework, the Alliance may continue to exist as an independent organization.

The Alliance recognizes that the best governments are those that govern with the informed consent of their citizens. As taxpayers, residents, and stakeholders, we strive to keep our leaders aware of our needs and held accountable to those they govern. We exist to remind future leaders of the promise made to us on March 17, 2003-that the City will remain accountable to the neighborhoods that it serves.

Section 3: Mission Statement

On September 17, 2007, the Alliance adopted its Mission Statement: "The Super Neighborhood Alliance, a meaningful partner of the City of Houston, will act as an advisory council to the mayor focusing on issues of community impact and community outreach, will speak with one voice to the city, and will participate in decisions of local significance made by the city."

ARTICLE III — DEFINITIONS

The following definitions pertain to terms contained within the Alliance Bylaws and shall

automatically be amended if their statutory or contractual definitions change:

Super Neighborhood - As defined by Chapter 2-621, *et seq.* (formerly Chapter 33-301) of the Code of Ordinances, Houston, Texas, a Super Neighborhood shall refer to the grouping of contiguous neighborhoods based on a geographic framework established by the director of Planning and Development and shown on a super neighborhood map maintained in the office of the director of neighborhoods.

Super Neighborhood Council - As defined by Chapter 2-621, *et seq.* (formerly Chapter 33-301) of the Code of Ordinances, Houston, Texas, a Super Neighborhood Council shall refer to the representative group of stakeholders from a super neighborhood that have joined together for the purposes set forth in this article (Chapter 2-621, *et seq.* (formerly Chapter 33-301, *et seq.*)) and have been formally recognized by the mayor.

Representative - As defined by Chapter 2-621, *et seq.* (formerly Chapter 33-301) of the Code of Ordinances, Houston, Texas, a Representative shall refer to a Super Neighborhood Council's president, chair, or other appointee assigned to serve on the Alliance. A Super Neighborhood Council should designate one representative and an alternate. Each Super Neighborhood Council is responsible for notifying the Alliance leadership (snacoh@gmail.com) of the names of the representative and alternate. These individual(s) may be any member of the Super Neighborhood Council designated.

Member - The Houston City Ordinances and March 17, 2003 Memorandum of Understanding interchangeably use the terms "Member" and "Representative". It is understood that each Super Neighborhood (as an entity) is regarded as a "Member" which sends human "Representatives". As noted in Article IV, Section 1 (1), *infra*, each Member has one vote.

Quorum - shall refer to one-third of the Duly Designated Alliance Members.

Duly Designated Alliance Members - shall refer to Active Super Neighborhoods.

Active Super Neighborhood - shall refer to any Super Neighborhood Council whose Representative(s) have attended an Alliance meeting within the previous four meetings and the City has verified meets the City's Recognition Guidelines. The City will provide a list of Super Neighborhood Councils who conform to the City's Recognition Guidelines at the beginning of the City's fiscal year. The City may update the list of verified Super Neighborhood Councils throughout the year.

City's Recognition Guidelines – shall refer to the City of Houston Super Neighborhood Program Guidelines 2024.

Inactive Super Neighborhood - shall refer to any Super Neighborhood Council that has affirmatively elected to become inactive or whose Representative(s) have not attended an Alliance meeting in one year. The definition of an "Inactive Super Neighborhood" applies only for purposes of establishing a quorum for Alliance business, and a Super Neighborhood's inactive status with the Alliance has no legal effect and does not affect a Super Neighborhood's existence or status under the Houston, Texas Code of Ordinances. An Inactive Super

Neighborhood may become active by sending a Representative to any meeting, and the Alliance shall welcome Inactive Super Neighborhood Representatives and encourage Inactive Super Neighborhoods to become Active Super Neighborhoods.

City – shall refer to the City of Houston, Texas.

ARTICLE IV — MEMBERSHIP, ETHICS, AND INCLUSION

Pursuant to the March 17, 2003 Memorandum of Understanding, the Alliance recognizes the principles established in the sections below.

Section 1: Members and Representatives

A. Each Super Neighborhood has one vote.

Membership in the Alliance shall be open to all Super Neighborhoods. Each Super Neighborhood Council may send as many representatives as it reasonably chooses who may attend any portion of an Alliance meeting and participate in non-disruptive civil discussion and debate as designated by the Alliance Chair. However, only one Representative from each Super Neighborhood may vote on matters before the Alliance. Super Neighborhoods may substitute representatives as they choose. Any Representative may orally request a roll-call vote to assure that each Super Neighborhood casts only one vote. Similarly, only one Representative from each Super Neighborhood Council may motion or take any other action on a single agenda item.

B. Representatives may not attend without authority.

Representatives may not attend an Alliance meeting without the approval of their Super Neighborhood President, Chair, Council or designee. However, anyone who does not disrupt the meeting may attend as a member of the public unless the Alliance goes into executive or closed session.

C. No membership dues or fees.

The Alliance shall impose no membership dues or fees for participation.

Section 2: Ethical Obligations of Representatives

A. Each Representative must adhere to his or her Super Neighborhood bylaws and consensus.

Each Representative must adhere to the by-laws and decisions of the Super Neighborhood that he or she represents. He or she is expected to advise his or her Super Neighborhood Council as to the general issues before or expected to be before the Alliance and make a good faith effort to secure the consensus of his or her Super Neighborhood Council and represent that consensus to the Alliance. If he or she is unable to secure a consensus prior to an Alliance meeting, he or she should make a good-faith effort to represent the position that his or her Super Neighborhood Council would likely have taken on a given issue or abstain from voting.

B. Compensation and conflicts of interest.

Pursuant to Chapter 2-621, *et seq.* (formerly Chapter 33-325) of the Code of Ordinances, Houston, Texas, "members of the alliance shall serve without compensation" and "[e]ach member of the alliance shall abstain from voting upon matters in which there is or may be a conflict of interest, shall not participate in any activity of a Super Neighborhood Council or the Alliance in which there is or may be a conflict of interest, and shall not participate in any city contract that relates to the duties of the alliance."

C. Obligation to respect Alliance protocol.

Each Representative must show proper courtesy, decorum and civility at Alliance meetings and respect the diversity of opinions among Alliance members, representatives, and guests. Each Representative shall keep discussions and agenda proposals relevant, timely, and as brief as possible and respect the time and objectives of all members. No representative shall speak on behalf of the Alliance without authority of the Chair or a designee, and the Chair or designee may not represent that the Alliance has taken an official position on a significant and controversial matter of public policy issue unless the procedures in Article V have been followed.

Section 3: Inclusion

Pursuant to the March 17, 2003 Memorandum of Understanding, the Alliance welcomes all eligible members and representatives regardless of religious beliefs, ethnicity, race, color, age, national origin, physical challenges, disability, gender, and sexual orientation.

ARTICLE V — OFFICIAL ALLIANCE POSITIONS ON SIGNIFICANT MATTERS OF PUBLIC POLICY

Pursuant to the March 17, 2003 Memorandum of Understanding, "[t]he Alliance shall be a non-partisan, non-profit organization whose sole purpose shall be to further the institutionalization of the Super Neighborhood Initiative into City government."

The Alliance shall not take an official position on any significant and controversial matter of public policy without a vote or consensus of voting members at a scheduled meeting after the opportunity for reasonable and civil discussion and debate. The Chair or a designee may present the Alliance's position to the City and community through any practical and customary means, including but not limited to public speeches, social media, and letters and emails to the Mayor, the Director of Neighborhoods, the Director of Planning and Development, the City Council, or members of the press or public. For time sensitive matters, i.e., matters where a response is requested before the next regularly-scheduled meeting, a majority of the Officers can make a decision on the Alliance's official position after emailing the Alliance Members the question posed to the organization for consideration. The Chair shall notify the Alliance members of any official position taken before the next regularly-scheduled Alliance meeting.

The Alliance shall strive to provide input to the City based on the greatest consensus possible. If more than half but less than two-thirds of the voting members at a scheduled meeting support a

particular significant and controversial public policy position, the Chair or a designee should consider indicating in all written communications the degree of support for the position or that the Alliance's position is not unanimous. If two-thirds or more of the voting members at a scheduled meeting support a particular public policy position, the Chair or a designee need not qualify the degree of support for the position and may represent that position as the Alliance's consensus and official position.

Notwithstanding these provisions, the Chair or a designee may make public statements or respond to routine requests, submit annual reports, Super Neighborhood Action Plans (SNAP), infrastructure requests, and similar matters without qualifying the degree of support received and based on a simple majority vote.

ARTICLE VI — OFFICERS AND ELECTIONS

Section 1: Duties of Officers

A. Officer duties established by the March 17, 2003 Memorandum of Understanding.

Pursuant to the March 17, 2003 Memorandum of Understanding;

"Officers shall be elected at a meeting for which written notice shall be duly given to all eligible members. Positions to be filled shall include the chair, vice-chair, secretary, and treasurer. The chair shall preside over all regular meetings and executive sessions. The chair shall have the authority to conduct meetings and maintain order. The chair shall appoint all committee chairs as necessary.

The vice-chair shall preside in the absence of the chair. This office shall assist the chair to perform various duties and serve on committees as assigned by the chair.

The secretary shall keep an accurate record of proceedings of all regular meetings, act as custodian of current records, attend to correspondence, and file and maintain up-to-date membership lists and attendance records.

The treasurer shall keep an up-to-date record of all financial transactions, receive all money, and deposit funds in the bank. This officer shall disburse money as authorized by the Alliance. The treasurer shall present a report of finances at each regular meeting of the Alliance. Any check disbursed shall contain the signatures of two of the following: chair, or vice-chair, and the treasurer."

B. Additional officer duties.

The following standards and practices for officers shall be adopted:

1. Additional duties of the Secretary.

The Secretary shall maintain a list of Active Super Neighborhoods for purpose of establishing a

quorum and shall also serve as custodian of Alliance historical records. Whenever practical, the Secretary, Chair, or a designee shall maintain Alliance files in both print and electronic format, publish public documents in an online forum, and request that the City maintain an additional archive into which copies are filed.

2. Clarification of the Treasurer's duties.

The Alliance may elect not to raise or spend funds. Except upon request of a Representative, the Treasurer is not obligated to present financial reports if the Alliance has not raised or spent funds since the previous meeting. If the Alliance has no funds and does not anticipate having funds for at least one year, the position of Treasurer may remain vacant or subsumed into the Chair's responsibilities. The Treasurer may take on other duties as assigned by the Chair.

3. Additional duties of the Chair.

The Chair has the power to appoint person(s) to assist with conducting meetings such as a parliamentarian, attendance clerk or other position that the Chair deems necessary.

Section 2: Officer terms and elections

A. Election procedures established by the March 17, 2003 Memorandum of Understanding.

Pursuant to the March 17, 2003 Memorandum of Understanding:

"... the chair and vice chair shall be elected to one-year terms at the regular January meeting by quorum of the members of the Alliance. The secretary and treasurer shall be elected to two-year terms. Other than the initial term, officers shall be installed at the subsequent February meeting of each year."

The March 17, 2003 Memorandum of Understanding provides that officers "shall be elected by a simple majority quorum of the Alliance" and may not serve more than two consecutive terms. Vacancies in an office shall be filled by a special election and such officers shall hold office until the next regular installation of officers.

The March 17, 2003 Memorandum of Understanding provides that an officer who fails to meet the obligations and responsibilities of his or her office may be removed by a two-thirds majority vote of the Alliance.

B. Definition of Quorum.

For election purposes, a "quorum of the members of the Alliance" as provided in the Memorandum of Understanding contemplates a quorum of "duly designated alliance members" as defined in Article III. Thus, one-third of the Active Super Neighborhoods must be present to hold an election.

C. Additional election procedures.

The following election practices and procedures shall be adopted:

1. Notice of elections.

The Chair, Secretary, or other designated officer or appointee shall send written notice to the last-known physical or email address of at least one Representative of each Active Super Neighborhood 30 days prior to any meeting in which elections are scheduled. This notice shall invite members to submit nominations at or prior to the meeting and offer members the opportunity to receive a copy of these Bylaws. If a member requests a copy, it should be promptly provided.

2. Contesting notice of elections.

Any Active Super Neighborhood wishing to object to the lack of notice or deficient notice must do so at the meeting during which the election is held. If a majority finds the notice to have been insufficient, the election and installation shall be rescheduled to the following month's regular meeting and officers immediately installed.

ARTICLE VII—COMMITTEES

The March 17, 2003 Memorandum of Understanding provides that, "[c]ommittees shall be established by the Chair, as need arises." The Chair shall appoint the committee chairpersons. The committee chairpersons shall appoint committee members.

A. Standing Committees.

The Chair may establish other Standing Committees, but the Alliance should have a Nominations Committee and a Planning Committee as yearly standing committees as described below. The Chair shall appoint all standing committee chairpersons. The Chair shall be an ad-hoc member of each standing committee except the Nominations Committee.

1. Nominations Committee.

The Nominations Committee will have a minimum of three members, including its committee chairperson. If the Chair is not running for an Officer position, the Chair may serve as an ad-hoc member of this standing committee. The Nominations Committee shall be formed at least 30 days before the Election and may disband thereafter.

2. Planning Committee.

The Planning Committee will be comprised of any current Officers of the Alliance and any other individuals appointed by the Chair or Vice Chair to serve in helping plan the Alliance schedule and activities. The Chair shall chair the Planning Committee.

B. Special Committees.

The Chair shall appoint all special committee chairpersons. The Chair shall be an ad-hoc member of each special committee.

ARTICLE VIII — MEETINGS

Section 1: Meeting dates and standards required by the March 17, 2003 Memorandum of Understanding

The Alliance will hold at least 9 regular monthly meetings at a time and place to be designated by the Planning Committee annually each December for the upcoming year. In the event a regular meeting falls on a legal holiday, the time and date of the general meeting shall be set by the chair at the preceding regular meeting with the consent of the Alliance. The Alliance may conduct meetings virtually or by electronic means as the Planning Committee determines appropriate.

Section 2: Meeting notice requirements and invitation to submit agenda items

The Chair, Secretary, or other designated officer or appointee shall send written notice to the last-known physical or email address of at least one Representative of each Active Super Neighborhood five days prior to any general meeting. This notice shall specify the time, place, and-if known-agenda of the meeting. This written notice should invite members to submit items for the meeting agenda which shall be promptly forwarded to the Chair or a designee and placed on the agenda. No item is required to be placed on the agenda if it is not received at least seven days prior to the meeting. At the Chair's discretion, a member may be limited to three agenda items per meeting, including any priority items scheduled pursuant to Section III(B). The Chair shall have discretion to set the agenda for each meeting and determine the order of the agenda.

Section 3: Meeting procedures and order

A. Robert's Rules of Order.

As provided by the March 17, 2003 Memorandum of Understanding:

"'Robert's Rules of Order' shall be the guide for procedure on all points of order not covered herein. Operating procedures may be amended from time to time on an as needed basis by written resolution and presented at a regular meeting, to be read and approved by a two-thirds majority vote at two consecutive meetings at which a quorum is present at each meeting."

B. Scheduling meeting agenda items.

The Chair or designee shall allow reasonable and courteous discussion of the items on the agenda and shall endeavor to allocate time so that each item is discussed. Any items which are not discussed should be placed on the agenda for priority consideration at the following meeting.

C. Chair may impose time limits when required.

The Chair may impose reasonable time limits on the discussion of each agenda item to assure the orderly flow of business. However, the Chair must allow one Representative of each member

who wishes to speak on an item up to three minutes to do so. The Chair may allow additional time or may allow guests and other non-representatives the opportunity to speak, so long as proponents and opponents of an item are not disproportionately treated. After a Representative from each member who wishes to speak on the item has had at least one opportunity to do so, the Chair or designee may entertain a motion to table, vote, or otherwise dispose of the agenda item.

D. Quorum.

The Alliance may not consider any business without a Quorum present as defined in Article III. For purposes of establishing the quorum required under Article III, a Super Neighborhood Council may submit in writing a proxy for that meeting or expressly waive their attendance. A proxy form is attached as Exhibit 4 to these Bylaws for this purpose and must be received by the Secretary before the meeting. The proxy may only be made by the designated Representative of the Super Neighborhood Council and may only be voted by the Chair or Vice Chair of the Super Neighborhood Alliance. The Proxy will count for Super Neighborhood Council's attendance.

E. Method(s) of Voting.

At its option, the Alliance may employ electronic means to tally votes. The Alliance has authorized voting by Proxy as described under Section 3-D of this Article provided it complies with the form attached as Exhibit 4.

ARTICLE IX —RATIFICATION

If any procedure established in these Bylaws is violated, an aggrieved member may object within 30 days and request that the defect be cured. If no objection is made within 30 days, the action is regarded as ratified. However, any violation of the Alliance's statutory or contractual obligations should be cured as soon as practical.

ARTICLE X —AMENDMENT OF BYLAWS

These Bylaws may be amended from time to time as needed. A Representative (including an officer) who wishes to propose an amendment shall provide the Chair or a designee an electronic copy of the proposed amendment 30 days prior to the meeting during which the amendment is to be considered. The submission may include a separate cover letter providing concise reasons for the proposed amendment. No proposed amendment should conflict with the Alliance's legal or contractual obligations.

The Chair, Secretary, or other designated officer or appointee shall send a copy of the proposed amendment and any attached reasons to the last-known physical or email address of at least one Representative of each Active Super Neighborhood 20 days prior to the scheduled meeting in which the proposed amendment is to be discussed. If passed, the Secretary shall maintain the new Bylaws as well as historic records of the old Bylaws as part of the Super Neighborhood Alliance Institutional History.

The Alliance's institutional history is attached as Exhibit 3 and, notwithstanding any provision to the contrary, the Chair, Secretary, or other designated person may supplement or amend this

history with approval of a simple majority of the members at any regular meeting.

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