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OPERATING AGREEMENT

BETWEEN

MINIDOKA CONSUMERS' COOPERATIVE  
AND THE  
WAR RELOCATION AUTHORITY

This agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 194\_\_\_\_, by the Minidoka Consumers' Cooperative, a corporation organized and existing under the laws of the District of Columbia, hereinafter referred to as the "Cooperative", and the United States of America acting by and through the War Relocation Authority, hereinafter referred to as the "Authority".

WITNESSETH:

WHEREAS, pursuant to an Executive order of the President of the United States, No. 9102, dated March 18, 1942, the Director of the Authority is responsible for the administration of the Minidoka Relocation Center; and

WHEREAS, the Cooperative is desirous of obtaining a permit from the Authority to conduct its business within the boundaries of the Minidoka Relocation Area and of obtaining suitable equipment, fixture, service, and space necessary for conducting its business:

NOW, THEREFORE, the parties hereto, for the consideration hereinafter mentioned, do covenant and agree as follows:

1. The Authority hereby grants to the Cooperative a license and privilege of operating its business within the boundaries of the Minidoka Relocation Area subject to the conditions herein expressed.
2. The Authority may make available for the use of the Cooperative within the Minidoka Relocation Area such fixtures, equipment, service, and space for the operation of its business as the Cooperative shall request. The amount, nature, charge and rental of such fixtures, equipment, service and the amount, location and rental of such space will be determined by the Project Director of the Minidoka Relocation Center in consultation with the Board of Directors of the Cooperative. The determinations of the Project Director with respect to such fixtures, equipment, service, space and rental fees will be final.

The Authority may make available passenger cars and trucks for the use of the Cooperative, which may be necessary for the operation of its business, as the Cooperative shall request, upon the basis of a fair return to the Government, as determined by the Project Director under WRA regulation.

The Authority may also make available repair services for Cooperative-owned vehicles and equipment and government-owned vehicles and equipment rented by the Cooperative (if the Cooperative is obligated to repair such vehicles and equipment) at the Minidoka War Relocation Authority Repair Shop. Such repairs shall be set up on separate shop orders. The Cooperative shall pay the direct cost of such repairs and a pro-rata share of the shop overhead, as determined by the regular shop order accounting procedure.

3. The Authority will keep the outer walls, roof and outside of buildings used by the Cooperative in substantial repair; the Cooperative will keep and maintain all fixtures and equipment and the interior of said buildings in good and substantial repair, except that the Cooperative shall not be required to replace fixtures and equipment that are rendered unfit for use by ordering wear and tear.
4. The Authority will furnish heat, light, power, water, and rubbish disposal for the building occupied by the Cooperative. Determinations of the needs of the Cooperative and the charges for such services shall be made by the Project Director in consultation with the Cooperative. The Cooperative agrees to take reasonable measures to reduce the cost of such services to a minimum, consistent with efficient operation of its enterprises.
5. The Authority, upon request by the Cooperative, will render reasonable assistance in negotiations and arrangements with wholesalers or other persons or agencies for the purchase

of goods, merchandise and equipment for sale or use by the Cooperative.

6. The Authority will render advice to the Cooperative on financing, accounting practices, purchasing, merchandising, personnel training, methods of encouraging membership participation, and legal questions.
7. The Cooperative will conduct its activities in accordance with the general policies prescribed by the Authority for Consumer Enterprises. Such policies are embodied principally in Administrative Instruction No. 26, which may be amended or supplemented from time to time as the Director of the Authority considers necessary or desirable.
8. The Cooperative will select its employees from a list of applicants submitted to it by the Division of Employment at the Minidoka Relocation Center. Such employees will be paid compensation by the Cooperative in accordance with the work classification assigned to them and in accordance with the scale applicable to evacuees employed on projects administered by the Authority, and in addition, will be paid sums equivalent to the value of clothing allowance to which each employee is entitled. Other members of his or her family shall receive their clothing allowance from the WRA in accordance with the WRA policy.
9. The Cooperative, upon request by the Authority, will make its books and any and all other records available to the Authority for audit at any time. The Authority will audit the records of the Cooperative at least once each year.
10. The Cooperative will submit its plan for its accounting system to the Authority for review and will revise the system from time to time in accordance with requirements specified by the Authority. The Authority will consult with the Cooperative Board before requiring any changes in the system.
11. The Cooperative will provide adequate bonds for its Treasurer and such other personnel as may be designated by the Authority. The amount of coverage and the terms and conditions of such bonds will be determined by the Cooperative in consultation with a designated representative of the Authority.
12. The Authority reserves the right to revoke all licenses and privileges claimed by the Cooperative under this agreement upon 90-days' written notice delivered to the Business Office of the Cooperative. The Cooperative through its President, may cancel this agreement at any time upon 90-days' written notice delivered to the Project Director. The Cooperative also may immediately cancel the agreement at any time by delivering notice to the Project Director, if action by the Federal Government or the State Government render illegal the continued operation of the Cooperative or if the residents of the Minidoka Relocation Center are ordered removed from this center.
13. If any building, or any part thereof, occupied by the Cooperative, shall at any time be destroyed or so damaged by fire (or other unavoidable casualty) as to be unfit for occupation or use, the rent with respect to such damaged building shall, until the building shall have been rebuilt or reinstated and made fit for occupation or use, be suspended and cease to be payable. The determination of the Project Director as to whether any such building is fit for occupation or use shall be final. Subject to the availability of appropriations for such purpose, the Authority will rebuild or repair such building and put it in as good condition as it was before the fire or other casualty.
14. The Cooperative will hold the Authority, its nominees and assignees harmless from any damage, loss, cost or expense arising either directly or indirectly from the use of any equipment, fixtures or space, or service, while in its possession, except as herein provided; and at or before the termination of this agreement, will relinquish possession to the Authority of all space, equipment and fixtures in

good condition and repair, ordinary wear and tear excepted, and will at all times keep said equipment and fixtures insured against fire and theft in an amount, and in a company or companies, satisfactory to the Authority.

15. No member of, or Delegate to, Congress or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefits that may arise therefrom. This provision however, shall not be construed to extend to this agreement, if the agreement is for the general benefit of a corporation.

In witness whereof the parties hereto have executed this agreement on the day and year first above written.

THE MINIDOKA CONSUMERS' COOPERATIVE

BY \_\_\_\_\_  
(President)

BY \_\_\_\_\_  
(Secretary)

THE UNITED STATES OF AMERICA

BY \_\_\_\_\_  
Project Director, Minidoka Relo-  
cation Project

## MINIDOKA CONSUMERS' COOPERATIVE

KNOW ALL MEN BY THESE PRESENTS: That we the undersigned, five or more natural persons, do hereby voluntarily associate ourselves together and form a non-profit corporation under the Act of Congress approved June 19, 1940, Public No. 642, 76th Congress (the District of Columbia Cooperative Association Act) and to that end duly adopt and acknowledge the following articles of Incorporation.

Article I. The name of this corporation shall be:

MINIDOKA CONSUMERS' COOPERATIVE.

Article II. The purposes for which this corporation is formed are as follows:

(1) To engage in the manufacture, production, processing, distribution, marketing, storing, handling, sale or trade of goods and commodities of all kinds, at wholesale and retail and to furnish personal, business, educational, and recreational services of all kinds at wholesale and retail, not otherwise provided by U. S. Government, for the primary and mutual benefit of the patrons of the association as ultimate consumers.

(2) To purchase or otherwise acquire, own, hold, sell, lease, pledge, mortgage, or otherwise dispose of any property both real and personal and to operate mercantile establishments and establishments for rendering personal, business, educational, and recreational services to facilitate the purposes outlined in Paragraph One.

(3) In furtherance of, and not in limitation of, general powers conferred by the laws of the District of Columbia and the purposes herein set forth, it is expressly provided that this corporation shall have the power to do any or all of the following things:

(a) To engage in cooperative enterprises relating to the manufacture, production, processing, distribution, marketing, storing, handling, sale or trade of goods and commodities of all kinds and to furnish personal, business, educational and recreational services of all kinds.

(b) To borrow money and to execute necessary instruments of credit, with authority to give any kind or form of obligation or security therefore.

(c) To act as the agent or representative of any member of the corporation in any of the above mentioned activities.

(d) To establish reserves and to invest the funds thereof in bonds or such other property as may be provided in the by-laws.

(e) To cooperate with or deal with any governmental agency, or agencies, whether national, state, county, or municipal, or with any public or private agency whatsoever in the purchase, construction, equipment, operation, maintenance or supervision of any undertaking of this corporation designed to effectuate the purpose herein set forth.

(f) To enter into, make and perform contracts of every kind and description with any person, firm, association, corporation, municipality, county, state, body politic or government, or any agency or agencies thereof.

(g) To make contracts, including agreements of mutual aid or federation with other associations, other groups organized under a cooperative basis, and other non-profit groups.

(h) To sue or be sued in its corporate name.

(i) To conduct its affairs within or without the District of Columbia.

(j) To establish, secure, own and develop patents, trade marks and copyrights.

(k) To do each and everything necessary, or convenient for the accomplishment of any one of the purposes of the organization of this association; and in addition to exercise and possess all powers, rights, and privileges necessary or incidental to the purpose for which the association is organized or the activities in which it is engaged; and to do such things anywhere.

Article III. The location and address of the principal office of the corporation shall be at Hunt, in the County of Jerome and State of Idaho. Its meetings shall generally be held at its principal office.

Article IV. The term of existence of this corporation shall be perpetual.

Article V. This corporation is a membership corporation, organized without capital stock and 2,792 memberships have been subscribed for. The property rights of the members shall be unequal and shall be determined by the amount invested by each member in the capital of the corporation.

Article VI. Members shall be limited to a single membership certificate, but may invest their funds in the capital of the corporation in amounts exceeding the cost of a single membership, as provided in the by-laws. The maximum amount of capital which may be owned or controlled by any member shall be limited to \$25 dollars.

Article VII. Each membership certificate shall be valued at five dollars.

Article VIII. Each member of the corporation shall have one and only one vote. No member shall be permitted to vote by proxy. Voting rights may, however, be granted to subscribers in the manner provided in the by-laws.

Article IX. The Directors, who shall be fourteen in number, and who shall manage the affairs of the corporation for the first year unless sooner changed by the members shall be:

Name	Address
1. <u>Thachi Chikata</u>	<u>Hunt, Idaho</u>

2.	Harry Hatate	Hunt, Idaho
3.	Y. Urakawa	" "
4.	T. Nogaki	" "
5.	H. Hikida	" "
6.	N. Kasai	" "
7.	K. Yasuda	" "
8.	S. Sugawara	" "
9.	B. Tazuma	" "
10.	T. Yamada	" "
11.	T. Tanbara	" "
12.	Y. Fujii	" "
13.	N. Kato	" "
14.	Geo. T. Akagi	" "

Article X. The corporation may be dissolved by a vote of two thirds of the entire membership at any regular or special meeting legally called. In case of dissolution, by a vote of a majority of the members voting, three of their number shall be designated as trustees, who shall, on behalf of the association and within a time fixed in their designation or within any extension thereof, liquidate its assets, and shall distribute them in the manner set forth in this Article.

In case of dissolution of the corporation, its assets shall be distributed in the following manner and order:

(1) By paying its debts and expenses;

(2) By returning to the members the par value of their certificates returning to the subscribers the amount paid on their subscriptions, and returning to the patrons the amount of savings returns credited to their accounts toward the purchase of shares; and

(3) By distributing any surplus in the following manner: among those patrons who have been members or subscribers at any time during the past six years, on the basis of their patronage during that period.

Article XI. The name and address of each of the incorporators of this corporation are:

	Name	Address
1.	S. Sugawara	Hunt, Idaho
2.	H. Hidaka	" "
3.	T. Nogaki	" "
4.	Y. Urakawa	" "

5. M. Nakamura Hunt, Idaho  
 6. J. Yoshida " "  
 7. R. Yoshimura " "

Article XII. Immediately upon incorporation the Board of Directors of this corporation shall select a resident agent for this corporation to receive and accept service of process in any suit in mandamus or quo warranto mentioned in the District of Columbia Cooperative Association Act.

IN WITNESS WHEREOF, the undersigned incorporators have hereto set their hands this 5th day of Dec., 1942.

Takeo Nogaki  
Yoshio Urakawa  
Reno Yoshimura  
Sheigi Sugawara  
Masakichi Nakamura  
Heiyo Hidaka  
B. J. Yoshida

STATE OF IDAHO )  
 ) ss.  
 County of Jerome )

I, Yasuko Koyama, a notary public in and for the State of Idaho in the County of Jerome, DO HEREBY CERTIFY THAT Takeo Nogaki, Yoshio Urakawa, and Reno Yoshimura, parties to certain Articles of Incorporation bearing date on the 5th day of December, 1942, and hereto annexed personally appeared before me on said date and the said parties, being personally known to me as the persons who executed said annual report, acknowledged the same to be their act and deed.

Given under my hand and seal this 5th day of Dec., 1942.

(Notarial Seal)

Yasuko Koyama  
 Notary Public in and for the  
 State of Idaho, residing at  
 Hunt, Idaho

U.S. WAR Relocation Authority. Hunt

BY-LAWS OF MINIDOKA CONSUMERS' COOPERATIVE

ARTICLE I

amend.

Name and Location

Section I. The name of this cooperative is Minidoka Consumers' Cooperative. Its principal office shall be located at Hunt, Jerome, Idaho.

County

ARTICLE II

Business

Section 1. This cooperative shall have authority to engage in the manufacture, production, processing, distribution, marketing, storing, handling, sale or trade of goods and commodities, at wholesale and retail; to furnish personal, business, educational, recreational, and all other types of services, not otherwise provided by the U. S. Government; to construct or acquire and operate establishments and facilities for supplying any kind of commodities to the general public, both at wholesale and retail; to construct or acquire establishments and facilities for furnishing any kind of personal, business, educational, recreational or other type of services to the general public; and to engage in any activity in connection with any one or more of the foregoing.

ARTICLE III

Capital and Membership

Section 1. Membership Qualifications. Membership in the cooperative shall be open, without restriction as to race, sex, religion, or political or other affiliation, to any consumer who is 18 years or over and who can make use of its services, in agreement with its aims and purposes, who agrees to abide by its by-laws, and has complied with all membership requirements.

Section 2. Membership Certificates. The members shall consist of persons who have paid in full for a membership interest in the cooperative. The cost of each membership shall be \$5.00. A numbered certificate of membership in the following form shall be issued to each member:

Certificate of Membership

Minidoka Consumers' Cooperative  
Incorporated under the District of Columbia  
Cooperative Association Act

This certifies that \_\_\_\_\_ is a member of Minidoka Consumers' Cooperative. This certificate and the membership evidenced hereby are not transferable except as follows:

The member shall offer to sell this membership to the cooperative, and the directors shall have the power to purchase the membership by paying him its par value of five dollars. If within 60 days of the original offer the cooperative fails to purchase the membership, the member may dispose of it elsewhere, subject to the approval of the transferee by a majority vote of the directors. Any would-be transferee not approved by the directors may appeal to the Congress of Delegates at its first regular or special meeting thereafter, and the action of the meeting shall be final. If such transferee is not approved, the directors shall exercise their power of purchase if and when such purchase can be made without jeopardizing the solvency of the cooperative.

Each member of the cooperative has one and only one vote, and no member may vote by proxy.

This certificate and the membership evidenced hereby are subject to all the terms, conditions, and limitations of the Articles of Incorporation and By-Laws of the cooperative and all amendments thereto.

IN WITNESS WHEREOF the cooperative has caused this certificate to be signed by its President and Secretary and its corporate seal to be hereunto affixed this \_\_\_\_ day of \_\_\_\_\_, 194\_.

(Seal)

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary



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**Section 3. Limitations of Membership.** No member shall hold directly or indirectly more than one membership in the cooperative.

**Section 4. Membership Roll.** A list of the members with their addresses and other pertinent information shall be kept by the Secretary.

**Section 5. Inspection Rights.** A copy of these by-laws and the books of account, stock book and transfer ledger and records of minutes of the cooperative shall be available for inspection daily at reasonable hours by any member of the cooperative.

**Section 6. Transfer or Withdrawal of Membership.** If a member desires to withdraw from the cooperative the directors shall have the power to purchase such membership by paying him the par value thereof. The directors shall then reissue or cancel the same. A vote of the majority of the delegates voting at a regular or special meeting of the Congress of Delegates may order the directors to exercise their power to purchase.

If within 60 days of the original offer the cooperative fails to purchase the membership, the member may dispose of it elsewhere, subject to the approval of the transferee by a majority vote of the directors. Any would-be transferee not approved by the directors may appeal to the Congress of Delegates at its first regular or special meeting thereafter, and the action of the meeting shall be final. If such transferee is not approved, the directors shall exercise their power to purchase if and when such purchase can be made without jeopardizing the solvency of the cooperative.

In case of the death of any member the directors shall have the option to purchase his membership within 60 days after notice of his death.

**Section 7. Expulsion and Recall.** A member may be expelled by a vote of a majority of the delegates of the Congress of Delegates voting at a regular or special meeting. The member against whom the charges are to be preferred shall be informed thereof in writing at least ten days in advance of the meeting and shall have an opportunity to be heard in person or by counsel at said meeting. On decision of the Congress of Delegates to expel a member, the directors shall purchase his holdings at par value, if and when there are sufficient reserve funds.

If any member fails to patronize the cooperative for a period of 24 months, the directors may use the reserve funds to recall all his holdings and thereupon he shall cease to be a member of the cooperative. When so recalled, the certificate of membership shall be either reissued or cancelled.

**Section 8. Subscribers.** A subscriber to membership who has paid 20 per cent of the cost of membership shall be entitled to attend meetings and vote in the same manner as a member, but this right shall terminate if the membership is not paid in full within 18 months from the date of the subscription. No subscriber shall be entitled to hold an office in the cooperative or act as delegate.

**Section 9. Liability.** Members shall not be jointly or severally liable for any debts of the cooperative, nor shall a subscriber be so liable except to the extent of the unpaid balance on the membership certificate subscribed by him. No subscriber shall be released from such liability by reason of any assignment of his interest in the membership certificate but shall remain jointly and severally liable with the assignee until the certificate is fully paid up.

**Section 10. (a) Borrowing Money: Revolving Fund Certificates.** The cooperative is authorized to borrow money, with or without security, at not to exceed eight percent per annum and, to evidence the obligation to repay the same, it may issue bonds, notes or certificates of indebtedness. Such obligations may be payable to bearer or may be registered and transferable only on the books of the cooperative.

(b) The cooperative is authorized to issue and sell to members and others bonds for the purpose of raising capital for furthering its business. Such bonds may contain such terms and conditions not inconsistent herewith as may be prescribed by the board of directors. Such bonds shall bear such rates of interest not to exceed eight percent per annum as the board of directors in its discretion may from time to time prescribe. Bonds may be retired or transferred only upon delivery to the cooperative properly endorsed. A record of all holders of bonds shall be kept and maintained by the cooperative and such bonds shall be transferred only upon the books of the cooperative. The board of directors shall have power from time to time and at any time to pay off or retire, fully or on a pro rata basis, or secure a release or satisfaction of any bonds or to compromise or settle any indebtedness between any holder thereof and the cooperative.

(c) The cooperative is authorized to defer the payment of patronage refunds or any portion thereof for a maximum period of two years, upon the issuance to each patron of a revolving fund certificate in the amount of the patronage refund

so deferred. Funds arising from such deferments and evidenced by such certificate may be used to build up capital or revolve such capital, and may be used to refund outstanding series of revolving fund certificates in the order of their issuance.

Section 11. Lien on Membership and Interest of Member. The cooperative shall have an absolute lien on each membership interest and each subscriber's interest in a membership, and on any revolving fund certificate or other indebtedness of the cooperative to a member or other person for any debts owed by such person to the cooperative.

Section 12. Reserve Accounts. The books and records of the cooperative shall be kept in such manner by accounting periods that the amount carried to the reserve fund accruing from patronage of each member or other person may be ascertained at any time. Whenever, in a given period, the operations of the cooperative result in a net loss, such loss, to the extent that the reserve fund is available, shall be charged against the same and it shall be reduced accordingly. The board of directors shall prescribe the basis on which the reserve contributions of members and other persons by years shall be reduced on account of any such loss so that the loss will be borne on as equitable a basis as the board of directors finds practical.

Section 13. Dissolution. Upon dissolution of the cooperative in any manner the assets shall be distributed in the manner set forth in the article of incorporation.

#### ARTICLE IV

##### Disposal of Net Savings

The board of directors shall before the end of each fiscal year and more often if desired, provide for the distribution of net savings in accordance with the following method:

(a) Reserve Fund. Not less than ten per cent of the net savings shall be placed in a reserve fund until such time as the fund shall equal at least 50 per cent of the paid-up capital, and thereafter the board of directors may continue to set aside ten per cent of the net savings for the reserve fund. The amounts apportioned to the reserve fund shall be allocated on the books of the cooperative on a patronage basis, in order that upon dissolution or earlier if deemed advisable such reserves may be returned to the patrons who have contributed the same.

(b) Educational Fund. Not more than two per cent of the net savings shall be allocated to an educational fund to be used in teaching cooperation.

(c) Patronage Refunds. The remainder shall be allocated at the same uniform rate to all patrons of the cooperative in proportion to their individual patronage, provided that:

(1) In the case of a subscriber patron, at least 50 per cent of his patronage refund shall be credited toward the purchase of his membership certificate until fully paid for;

(2) In the case of a non-member patron, his patronage refund shall be set aside in a general fund for such patrons and shall be allocated to him only upon request and presentation of evidence of the amount of his patronage. Any patronage refund so set aside shall be credited to such patron toward the purchase of a membership certificate. When a sum equal to the cost of such certificate has accumulated, at any time within three years, such patron shall be deemed and become a member of the cooperative if he so agrees or requests and is otherwise eligible for membership. A membership certificate shall then be issued to him;

(3) If within three years, any subscriber has not accumulated and paid in the amount necessary for the purchase of a membership certificate, or any non-member patron has not accumulated in his individual account the sum necessary for membership or has accumulated such sum but neither requests nor agrees to become a member or is ineligible for membership, then the amounts so accumulated and any part of the general fund for non-member patrons which has not been allocated to individual non-member patrons shall go to the educational fund and thereafter no member or other patron shall have any rights therein as such.

#### ARTICLE V

##### Membership Meetings

Section 1. Semi-annual Membership Meeting. A meeting shall be held semi-annually, between the fifth and fifteenth day of May and November, by each unit of membership at a time and place to be designated by the board of directors and specified in the notice of the meeting, which notice shall be sent to each member at his last known address not less than ten days before the day of the meeting. At such meeting the members of each unit shall elect from their number a delegate

or delegates, who shall represent such members in all matters affecting their interests during the ensuing six months, to the Congress of Delegates of the cooperative.

A unit of membership shall consist of all the members of the cooperative in good standing who reside within a Block of the relocation center. Persons not residing within a block shall be divided into one or more units of the same average size as the block units.

Each unit of membership shall be entitled to one delegate for each 50 members in good standing, or fraction thereof, who reside within the Block.

Section 2. Special Membership Meetings. Within ten days after the death, resignation, disqualification, or incapacity to act of any delegate, the Secretary shall call a special meeting of the unit of membership to name the successor.

The Secretary shall call a special meeting of a unit of membership upon demand by written petition of at least one-fifth the members thereof in good standing for the purpose of considering the removal from office of a delegate elected by such unit.

Section 3. Congress of Delegates. The Congress of Delegates shall consist of delegates elected as hereinabove set forth by the various units of membership, and shall represent the membership in all matters pertaining to the cooperative. Delegates shall hold office for a term of six months and shall not be eligible to serve for more than two terms in a row.

Section 4. Place of meeting. All meetings of the Congress of Delegates shall be held at the principal office of the cooperative or at such other place as the board of directors may from time to time designate.

Section 5. Regular Meetings. Regular meetings of the Congress of Delegates shall be held quarterly between the 15th and 25th of April, July, October and January at a time and place to be designated by the board of directors and specified in the notice of the meeting. Such notice shall be sent to each member at his last known address not less than five days before the meeting is to be held.

Section 6. Special meetings. The Secretary shall call special meetings of the Congress of Delegates within ten days after demand by a majority vote of the directors or by written petition of at least one-tenth of the membership. Notice of a special meeting of the Congress of Delegates shall be given in the same manner as is provided for a regular meeting and shall also specify the purpose for which the meeting is called.

Section 7. Rights and Limitations of Congress of Delegates. The Congress of Delegates at its regular and special meetings shall have both the right and the responsibility to remove directors from office for cause; to hear and pass upon the reports of officers and the manager of cooperative and of any committees which are responsible to it; to act as final arbiter in any disputes or disagreements which may arise between the board of directors and any committees or individual members; to determine what amendments should be made in the by-laws. A majority of the delegates present at any regular or special meeting duly called may remove any director for cause.

Section 8. Quorum. At any regular or special meeting of a unit of membership or of the Congress of Delegates, of which notice has been duly given, a quorum shall consist, respectively, of the members present and of 20% of the delegates. In the event that a duly called meeting of the Congress of Delegates fails to be held due to a lack of quorum, the secretary of the Congress shall call a second meeting within ten days of the date of the first meeting at which meeting a quorum shall consist of the members present.

Section 9. Voting. Each member and each delegate shall have one and only one vote, and no member or delegate shall be permitted to vote by proxy.

## ARTICLE VI

### Directors and Officers

Section 1. Board of Directors. The management of the cooperative shall be vested in a board of directors consisting of 14 members. The directors shall hold office for one year. Terms of directors shall be from March 1 to March 1 of each year, and from September 1 to September 1 of each year, or until the taking of office by their successors. Until March 1, 1945 not more than 11 members of the board at any one time shall be from Camp Harmony.

Section 1.5. Nomination and Election of Directors. Nominations for the office of director shall be by a nominating committee appointed by the chairman of the Congress of Delegates and by petition to such nominating committee by at least fifty members. The nominating committee shall also be an election committee and shall arrange for, supervise, and report to the Board of Directors with respect to, the election of directors which shall be by ballot at polls in each block. Such election shall be held semi-annually on one of the last three days of February and August. A run-off election shall be held within 10 days of each such election. A majority vote will be necessary to elect at the regular election, and a plurality vote will elect at the run-off election. Candidates at the run-off election will be twice the number of places to be filled and shall be those highest at the regular election not receiving a majority vote. The seven directors who receive the most votes at the first election shall hold office until March 1, 1944, and the other seven directors elected at the first election shall hold office until September 1, 1943.

Section 2. Meetings. All meetings of the board of directors shall be held at the principal office of the cooperative or such other place as the board of directors may designate. Regular meetings shall be held monthly at a time fixed by the directors. Special meetings may be called at any time by the President or 3 directors. A majority of all the directors shall constitute a quorum for the transaction of business at any meeting.

Section 3. Vacancies on Board. The board of directors is authorized to fill the position of a director whose office is vacated. A director appointed by the board shall serve until the next regular election only.

Section 4. Duties of Directors. The board of directors shall administer all business carried on by the cooperative, shall act for the cooperative in any manner not prohibited by statute, by the articles of the corporation, or by those by-laws, and shall perform such other duties as are assigned to them by those by-laws.

Section 5. Officers. The board of directors shall semi-annually elect a President and a Vice-President, who shall be directors, and a Secretary and a Treasurer, who need not be directors.

Section 6. Duties of President and Vice-President. The President shall preside at all meetings of the Congress of Delegates and of the board of directors; he shall execute membership certificates, notes, bonds, mortgages, contracts, and all other instruments on behalf of the cooperative; he shall be ex-officio a member of all standing committees; and he shall have such powers and perform such other duties as may be properly required of him by the board of directors.

The Vice-President shall, in the absence or disability of the President, or in the event of his death, resignation, or removal from office, perform the duties and exercise the powers of the President, and shall have such other powers and perform such other duties as the board of directors shall prescribe.

Section 7. Duties of Secretary. The Secretary shall attend all meetings of the board of directors, and committees of the board of directors, and all meetings of the Congress of Delegates, and shall record all votes and the minutes of all proceedings in a book or books to be kept for that purpose, and shall perform like duties for all standing committees when required; he shall receive and transmit to the board of directors all applications for membership in the cooperative, and shall provide for proper membership records; he shall conduct such correspondence as may be delegated to him by the board of directors; he shall have general charge and supervision of the narrative records, documents, and papers of the cooperative except financial and accounting records; he shall make full reports on all meetings and business pertaining to his office to the Congress of Delegates; he shall deliver to his successor all records and other property that he may have in his custody; and he shall have such other duties as may be prescribed by the board of directors.

Section 8. Duties of Treasurer. The Treasurer shall have custody of the corporate funds and securities and financial and accounting records, and shall keep or cause to be kept a full and accurate record of all receipts and disbursements thereof; he shall disburse the funds of the cooperative as may be ordered by the board of directors, taking vouchers for such disbursements; he shall render to the board of directors at the regular meetings of the board or whenever they may require it, a statement of all transactions as Treasurer and of the financial condition of the cooperative; he shall prepare and distribute to the delegates present at each regular meeting of the Congress of Delegates a statement of the financial condition of the cooperative; and he shall perform such other duties as the board of directors shall prescribe; upon election of his successor the Treasurer shall turn over to him all money, books and other property belonging to the cooperative that he may have in his possession.

Section 9. Disqualification. No director shall accept compensation for services performed for the cooperative. No credit shall be extended on the books of the cooperative to any director.

Section 10. Removal. A director or officer may be removed with cause by a vote of two-thirds of the delegates voting at a regular or special meeting of the Congress of Delegates. He shall be given at least ten days written notice and shall have an opportunity to be heard at such meeting.

Section 11. Executive Committees. The board of directors may in its discretion appoint from its own membership a General Executive Committee or several executive committees, such as a Community Store Executive Committee or a Personal Service Executive Committee, and determine the tenure of office of the committee members. The executive committees so appointed shall have such powers and duties as may from time to time be prescribed by the board of directors, and such powers and duties may be all of the powers and duties of the board of directors with respect to a particular undertaking of the cooperative, subject to the general direction, approval, and control of the board of directors.

## ARTICLE VII

### Miscellaneous

Section 1. Fiscal Year. The fiscal year of the cooperative shall begin on the first day of April and close on the last day of March of each year.

Section 2. Amendment of By-laws. The by-laws of the cooperative may be amended or rescinded by a majority of the delegates voting at a regular meeting of the Congress of Delegates or at a special meeting convened for such purpose, upon notice of the meeting sent to each delegate at his last known address at least ten days prior to such meeting and setting forth fully and clearly the proposed amendment or rescission.

Section 3. Seal. The seal of the cooperative shall have inscribed thereon its name, the year of its organization, and the words "A District of Columbia Cooperative Corporation", and shall be in the exclusive custody of the secretary.

Section 4. Record of By-Laws. The original and a true copy of these by-laws shall be recorded and kept in the principal office of the cooperative.

Section 5. Bonding. Every individual acting as officer or employee of the cooperative and handling funds or securities amounting to \$1,000 or more, in any one year, shall be covered by an adequate bond as determined by the board of directors, at the expense of the cooperative.

Section 6. Books; Auditing. To record its business operations the cooperative shall keep a set of books which shall be audited at the end of each fiscal year, or more often, by an experienced bookkeeper or accountant, who shall not be a director or officer. If the annual business amounts to less than \$10,000 the audit may be performed by an auditing committee of three, who shall not be directors, officers, or employees. A written report of the audit, including a statement of the amount of business transacted with members and the amount transacted with non-members, the balance sheet, and the income and expenses, shall be submitted to the annual meeting of the cooperative.

Section 7. Annual Report. The cooperative shall annually make and file a statement of its condition as required by law. A copy of such statement shall be kept on file at the principal office of the cooperative.

Amendment I

ARTICLE V Sec. 6. SPECIAL MEETINGS. Special meetings of the Congress of Delegates may also be called by written petition of at least 1/4 of the members of the Congress of Delegates.

Amendment II

ARTICLE VI Sec. 1. The management of the Cooperative shall be vested in a Board of Directors, consisting of 14 members of the equivalent of 2 from each section of the Minidoka War Relocation Center. The Directors shall hold office for a term of one year. One-half of the Directors shall serve from March 1st to February 28th of the following year, the remaining half from September 1st to August 31st of the following year, or until the taking of the office by their successors. The sections of the Minidoka Relocation Center shall be as follows:

Sec. 1	Block 1 to 5 Inclusive	Sec. 5	Block 29 to 34 Inclusive
Sec. 2	Block 6 " 12 "	Sec. 6	Block 35 " 39 "
Sec. 3	Block 13" 19 "	Sec. 7	Block 40 " 44 "
Sec. 4	Block 21" 28 "		

Sec. 2. Nomination and Election of Directors. Nominations and election for the office of Director shall be as follows:

- (1) All block delegates of each section shall serve as the election committee of their respective section. Such delegates shall arrange for a section delegates meeting and shall elect therefrom a section chairman and secretary.
  - a. The section chairman shall preside only at all meetings of his section delegates pertaining to the election of the Board of Directors. Such meeting shall be called by said chairman or by the secretary of the corporation.
  - b. The secretary shall record all proceedings of the meeting. He shall forward a copy of the minutes of the meeting to the secretary of the incorporated organization.
- (2) Block delegates shall supervise the election of a candidate from their respective blocks.
- (3) The section chairman shall assume the responsibility, with the assistance of the members of the Congress of Delegates within his section, of conducting the section election. Nominees for such election shall be candidates elected from the blocks within the section.
- (4) A majority vote will be necessary to elect at all the election. In case nominee or nominees fails to receive such majority vote, a run-off election shall be held. Candidates at the run-off election will be twice the number of position or positions to be filled and shall be selected as candidates in order of the largest number of votes cast at the preceding election.
- (5) Each section shall elect one member of the Board of Directors at each semi-annual election from the candidates nominated in accordance with Section 2, Part (2) of this Article.
- (6) Such election shall be held in accordance with the following schedule:
  - a. Block candidate selection--first full week of February and August.
  - b. Section general election--second full week of August and February.
  - c. Section (final) election--last full week of February and August, (run-off)
- (7) No employee of the Cooperative shall be eligible to serve as a member of the Board of Directors.

Amendment III

ARTICLE V Sec. 1. Notice of all membership or Congress meetings shall be sent to each member at his last known address not less than five days before the day of the meeting.

Amendment IV  
Addition

ARTICLE IV SECTION C PART 4. In the case of a person who is no longer residing in the Project who withdraw from membership and turned in to the Cooperative his stamp book at the time of his departure, a patronage refund check for the number of patronage stamps current at that time contained in such stamp book shall be mailed to him at his last known address when the refund payment for the period is made.