VILLAGE OF ELMWOOD
- PARKS & BUILDINGS COMMITTEE MEETING –

Elmwood Village Auditorium
323 West Winter Avenue
6:30 p.m.
Wednesday – October 14, 2026

Agenda: *All items are for discussion, voting, and recommendation to the Village Board unless otherwise stated.*

1. **Call to Order**
   a) Roll Call
   b) Note compliance with the open meeting law
2. **Friends of Butternut Park**
   - Review and discussion of the proposed Friends of Butternut Park bylaws, including the group's purpose, proposed activities, potential Village involvement, and funding requests.
   - Discussion and possible recommendations regarding proposed changes to the bylaws and future coordination with the Village.
3. **Adjournment**

❖ A quorum of the Village Board may be present at the meeting. No official action of the Village Board will be taken at this meeting.

Posted: October 13, 2026

PLEASE NOTE:

The Village of Elmwood does not discriminate on the basis of sex, race, national origin, ancestry, creed, pregnancy, religion, marital or parental status, sexual orientation, or physical, mental, emotional, or learning disability or handicap in its municipal programs or activities. Federal law prohibits discrimination in employment on the basis of age, race, color, national origin, sex, religion, or handicap. The Wisconsin Fair Employment Law also prohibits discrimination in employment on the basis of creed, marital status, ancestry, arrest record or conviction record, or sexual orientation. Individuals requiring the assistance of auxiliary aids or special accommodations because of a disability are asked to contact the Village Office at 715-639-3792 at least 24 hours prior to the event to arrange for appropriate accommodations.

Friends of Butternut Park — Board Review

There are two parts: the group's bylaws, which govern its organization, and a proposed agreement with the Village. **Most of the concerns about Village responsibilities and expenses are in the proposed agreement.**

I appreciate their interest in improving Butternut Park and bringing fundraising and volunteers to the community. However, as written, the agreement gives the group considerable independence and control over the money it raises while placing substantial work, costs, and potential liability on the Village.

1. The Village must retain final say over the property.

The draft acknowledges Village ownership and requires Board approval before construction or installation. However, that authority needs to be clear throughout the agreement. The group can bring forward ideas, but the Village must have final approval over projects, locations, designs, installations, and uses of the park.

The Village also needs the ability to modify, postpone, or decline a proposal. Fundraising for a specific project should require prior Village approval so that collecting donations does not create an expectation that the project will automatically move forward.

2. The proposed Village responsibilities could become expensive.

The agreement calls for the Village to handle contractor negotiations, complete and submit licensing and permit paperwork, provide access to legal assistance, and coordinate approvals. That means additional work for Village staff and potentially additional attorney expenses.

The group should handle its own applications, organizational paperwork, tax filings, and routine administration. Any paperwork requiring the Village's involvement as property owner should be handled separately.

We are operating on a tight budget. Any commitment of Village money, employee time, equipment, or other resources should require specific approval.

3. Scheduling and event planning should remain the group's responsibility.

The agreement calls for a primary Village staff contact to coordinate scheduling. This creates additional work for employees and costs the Village money.

The group should handle its own scheduling and event planning, coordinating with the Village for park availability and required approvals. Any additional staff assistance should require prior Village approval.

4. The Village should not promise expedited approvals.

The agreement asks the Village to establish an expedited approval process and expedite permits and waivers.

Projects must follow the Village's approval process and allow enough time for review. Seasonal deadlines should not obligate the Village to rush decisions or waive requirements.

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5. Insurance coverage needs to be resolved before activities begin.

The proposal asks the Village to provide liability coverage until the group raises enough money to purchase its own insurance, without setting a clear deadline.

We need our insurance carrier involved to determine what our policy actually covers, what coverage the group needs, and how volunteers and events would be handled. We should not agree to provide coverage without that review.

6. Donated improvements can create ongoing Village expenses.

The agreement anticipates that completed improvements will become Village property and that the Village will handle utilities and major structural repairs.

Before approving a project, we need to know its full cost, including purchase, installation, maintenance, utilities, repairs, and eventual replacement. We also need to establish who pays those costs.

Acceptance should require Village approval. The Village must be able to decline a donated improvement if we cannot afford to maintain it.

7. Donation management needs clearer limits.

The agreement should clarify that the group controls only funds donated directly to its organization. It should not have exclusive control over all donations intended for Butternut Park.

Fundraising for specific park projects should require prior Village approval. The agreement also needs to explain what happens to the money if a project is not approved, fundraising falls short, or the group stops operating.

8. The Village needs copies of records and regular financial reports.

The Friends group should keep its own records and provide copies to the Village, including donations, expenses, volunteer forms, insurance documents, and required organizational filings.

The Village needs these records for oversight, but Village employees should not be responsible for preparing or managing the group's paperwork.

The agreement currently calls for annual financial **or** activity reports. It should require **both financial and activity reports**, with monthly updates during active fundraising or projects. These updates should show money received, expenses, available balances, outstanding bills, and funds set aside for specific projects.

9. Our attorney and insurance carrier need to review the agreement.

The five-year term, termination provisions, binding arbitration, and other responsibilities need review by the Village attorney. Some provisions are inconsistent, including language saying no contractual relationship is created while other sections impose obligations.

Our insurance carrier also needs to review the coverage and liability provisions. Both reviews may create additional costs, which we need to consider before proceeding.

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE VILLAGE OF ELMWOOD, WI AND FRIENDS OF BUTTERNUT PARK

This Memorandum of Understanding (MOU) is entered into by and between the **Village of Elmwood, WI** (hereafter "the Village") and **Friends of Butternut Park** (hereafter "the Friends Group"), a state nonprofit corporation seeking 501(c)(3) status.

I. Purpose & Scope

- **Public Benefit:** The purpose of this Memorandum is to provide the framework for any future Projects regarding Butternut Park in which the Friends Group can assist and support.
- **Mutual Goals:** Coordinates the fundraising and community volunteer capacities of the Friends Group with the municipal maintenance and governance responsibilities of the Village.

II. Park Improvement Approvals

- **Village Ownership:** Acknowledges that the park remains public property owned, operated, and controlled by the Village.
- **Master Plan Alignment:** Requires all proposed physical improvements/Projects to align with the existing Village Master Plan or park guidelines herein referred to the Project.

Approval Process:

- The Village and Friends Group acknowledge that no contractual relationship is created by this Memorandum but agree to work together in the true spirit of partnership to ensure that there is a united visible and responsive leadership of any Projects and to demonstrate financial, administrative, and managerial commitment to the Friends Group by means of the following:

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* **Cooperation.** The activities and services for Butternut Park (herein designated as the Park) shall include but not limited to:

(a) Services to be rendered by Friends Group include

- Raise funds for Projects/improvements at the park
- Assist with park Projects including but not limited to seasonal clean-up.
- Assist with park improvements
- Assist with design/creation of new structures
- Create and facilitate new activities at the park to bring the community together (i.e. music in the park, movies in the park, ice skating, games, stories in the park, etc.)
- Acquire and maintain all necessary records including but not limited to volunteer waivers, any legal 501c3 documents including regulatory IRS/State tax forms.
- Work collaboratively and cooperatively with the Village.

(b) Services to be rendered by the Village include

- The Village will handle negotiations with all contractors.
- Complete and submit all forms required to obtain necessary licenses and permits in collaboration with the Friends as required.
- Work collaboratively and cooperatively with the Friends Group.
- Provide access to any legal assistance necessary as the Friends Group gets established.
- Establish an expedited means of approval so Friends Group work can be started/completed when dependent on seasonal weather.

- The Friends Group must submit written conceptual plans for any physical additions (e.g., playground equipment, benches, pavilions, landscaping) to the Village [Parks Committee / Public Works Director].
- Final authorization must be granted by the Village Board of Trustees before any physical installation or groundbreaking begins.

Permits and Regulations: The Village agrees to expedite municipal permits and waivers for approved projects, ensuring compliance with local zoning and safety codes.

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III. Fundraising Rights & Fiscal Terms

- **Exclusive Campaign Branding:** Grants the Friends Group the right to use the park's name and imagery for approved fundraising campaigns, community events, and grant applications.
- **Donation Management:** Stipulates that the Friends Group retains exclusive custody and control of all privately raised funds, memberships, and grants.
- **Restricted vs. Unrestricted Funds:** Clarifies that funds raised for specific park projects (e.g., a "New Playground Campaign") must be held in a restricted account and spent only on that project.
- **Gift Acceptance & Ownership Transfer:** Establishes that upon completion, all physical structures or equipment purchased by the Friends Group are formally gifted to and accepted by the Village, which assumes future ownership.

IV. Volunteer Mobilization & Liability

- **Volunteer Activities:** Authorizes the Friends Group to organize volunteer workdays (e.g., planting flowers, painting benches, trash pickup) in coordination with the Village plan.
- **Liability Waivers:** Requires the Friends Group to collect and maintain hard copies of signed liability waivers from all adult volunteers and guardians of minors before participating in physical workdays.
- **Insurance Requirements:**
    - The Friends Group agrees to maintain a General Liability insurance policy naming the Village as an additional insured for organized events.
    - The Village agrees that its municipal insurance will cover routine park premises hazards during approved public events.
    - The Friends Group is requesting initially the Village's mutual insurance will cover General Liability until the required funds have been raised through the Friends Group and the Friends Group will then purchase and carry their own General Liability Insurance.
- **Safety & Supervision:** The Friends Group assumes responsibility for providing adequate supervision and safety briefings to volunteers, ensuring tasks match volunteer capabilities.

V. Operational Roles & Responsibilities

- **The Village Agrees To:**

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    - Continue regular maintenance (mowing, trash removal, utility payments, major structural repairs).
    - Provide a primary staff contact to coordinate schedule clearings for events.
- **The Friends Group Agrees To:**
    - Provide annual financial or activity reports to the Village Board regarding funds raised and projects completed.
    - Refrain from binding the Village to any unauthorized financial contracts or debts.
    - Provide a primary contact to coordinate schedule clearings for events.

COMMUNICATION: Marketing of the vision and any media or other public relations contact should always be consistent with the aims of the Village and the Friends Group and only undertaken with the express agreement of both parties. Where it does not breach any confidentiality protocols, a spirit of open and transparent communication should be adhered to. Coordinated communication should be made with external organizations to elicit their support and further the goals of the Village and Friends Group.

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VI. Duration, Amendment, & Termination

- **Term:** This MOU shall remain in effect for a period of five years, with options for mutual renewal.
- **Amendments:** Modifications to this agreement must be made in writing and signed by authorized representatives of both parties.
- **Termination:** Either party may terminate this agreement upon 60 days written notice, provided that any ongoing projects or restricted funds are ethically settled.

Alternative Dispute Resolution. In the event of a dispute between the parties in the negotiation of the final binding contract relating to this Project, the parties will attempt to resolve any dispute through friendly negotiations among the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the following Alternative Dispute Resolution (ADR) procedure.

If any controversies, claims, or disputes airisng out of or relating to this Project cannot be resolved through negotiations, the parties agree to try in good faith to settle the dispute by mediation in accordance with any statutory rules of mediation. If mediation is unavailable or unsuccessful in resolving the entire dispute, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Project. The arbitrator's award will be final, and any court with proper jurisdication may enter judgment upon it. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under the Project.

NOTICE: Any notice or communication required or permitted under this MOU shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address as one party may have furnished to the other in writing.

GOVERNING LAW: This Memorandum shall be governed by the laws of Wisconsin.

ASSIGNMENT: Both parties mutually agree not to assign, sell, transfer, delegate, or otherwise dispose of any rights or obligations under this MOU without the prior written consent of the other party. Any assignments, transfer, or delegation made without prior written consent shall be null and void.

AMENDMENT: This MOU may be modified, amended, or supplemented only if the changes are made in writing and signed by all parties.

SEVERABILITY: If any provision of the MOU shall be held to be invalid, illegal, or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the MOU is invalid, illegal, or unenforceable, but that by limiting such provisions, it will become valid, legal and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

UNDERSTANDING. It is mutually agreed upon and understood by and among the parties of this MOU that:

(a) Each party will work together in a coordinated fashion for the fulfillment of the Project.

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(b) In no way does the MOU restrict involved parties from participating in similar memorandums with other public or private agencies, organizations, or individuals.
(c) To the extent possible, each party will participate in the development of the Project.
(d) Nothing in this MOU shall obligate any party to the transfer of funds. Any endeavor involving reimbursement or contribution of funds between the parties of this MOU will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties involved and shall be independently authorized by appropriate statutory authority. This MOU does not provide such authority.
(e) This MOU is not intended to and does not create any right, benefit, or trust responsibility.
(f) This MOU will be effective upon the signature of both parties.
(g) Any party may terminate its participation in the MOU by providing written notice to the other party.

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IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the dates written below.

For the Village of Elmwood, WI:

_____ Date: _____

[Name], Village President / Mayor

For Friends of Butternut Park

_____ Date: _____

[Name], Board President

BYLAWS

DRAFT FRIENDS OF BUTTERNUT PARK CORPORATION

ARTICLE I

General

Section 1: FRIENDS OF BUTTERNUT PARK CORPORATION

This organization shall be known as the Friends of Butternut Park. The initial principal office of the Corporation shall be in the Elmwood Village Hall, 323 West Winter, Village of Elmwood, Pierce County, Wisconsin.

Section 2: PURPOSE

The purposes of the Friends of Butternut Park are as set forth in its Articles of Incorporation and also include the following:

1. This organization is formed solely for charitable purposes.

Section 3: AREA

The area served shall include Butternut Park located in the Village of Elmwood, WI.

Section 4: POWERS

This organization shall have the power to conduct any and all such business transactions permitted of organizations of this type under the laws of the State of Wisconsin.

Section 5: LIMITATIONS OF METHODS

This organization shall be nonprofit, nonpartisan and nonsectarian and shall take no part in or lend its influence or facilities to the promotion of candidacy for office, nor shall any meeting of a political nature whatsoever be held within the premises occupied by or under the control of the organization. This provision shall in no way preclude the organization from attempting to analyze legislation on all levels of government and to sponsor directly or indirectly legislation consistent with the purposes of the organization.

ARTICLE II

Membership

The corporation shall have no members

ARTICLE III

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Board of Directors

Section 1: POWER AND AUTHORITY

The business affairs and property of the corporation shall be managed by the Board of Directors.

Section 2: APPOINTMENT, NUMBER AND TERM OF OFFICE

There shall be up to twenty five (25) persons on the Board of Directors, each of whom has expressed an interest in furthering the purposes of the corporation. Directors shall serve terms of three (3) years. The terms of the Directors are elected each year. Directors shall be nominated and elected by the Board of Directors at its annual meeting and Directors whose terms are expiring at said meeting shall have the right to participate in said election. Directors shall take office immediately following their election.

Initially, the one third of the persons who are candidates for the Board who receive the highest number of votes at the general election shall serve a three year term; and the one third receiving the next highest vote totals shall serve a two year term; and the one third receiving the next highest vote totals shall serve a one year term. Thereafter, one third shall be elected each year to serve a three year term, such that at each general election one third of the positions are newly elected to overlapping terms with the other positions.

Section 3: REMOVAL

Any Director may be removed from office with or without cause at a regular or a special meeting by a 2/3rds vote of all Directors then in office.

Section 4: VACANCIES

On the Board caused by death, resignation or removal shall be filled at any meeting by a majority vote of the remaining Directors. Directors elected to fill vacancies on the Board shall serve the unexpired term associated with the vacant position.

Section 5: QUORA AND VOTING REQUIREMENTS

A simple majority of the Board of Directors then in office, or office members of a committee shall constitute a quorum for the transaction of business. A Director shall be deemed present at the meeting of the board or of a committee if he/she participates by means of conference phone or similar communications equipment, but no Director shall vote by proxy. The vote of a single majority of Directors present at any meeting at which there is a quorum shall constitute the acts of the Board, or of the Committee unless a larger vote is required pursuant to bylaw.

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ARTICLE IV

Meetings

Section 1: ANNUAL MEETING

The annual meeting shall be held within 60 days of the close of the fiscal year at such time and place the President shall designate. The purpose of the annual meeting is to elect the Directors and Officers and conduct such business as may properly come before the Board.

Section 2: REGULAR MEETINGS

Regular meetings may be established by resolution of the Board of Directors.

Section 3: SPECIAL MEETINGS

Special meetings shall be held at the call of the President or upon written request of one third of the Directors.

Section 4: NOTICE OF MEETINGS

Written notice of purpose, time and place of all meetings shall be given to each Director, either personally or by mailing it to his/her designated address, at least 10 days prior to the time of the meeting. In the case of special meetings, only such business as is designated in the notice may be discussed at a special meeting.

Section 5: WAIVER OF NOTICE

A meeting of the Board of Directors may be legally held if at least a three fourths (¾) majority of the Directors sign a waiver of notice of that meeting.

ARTICLE V

Officers

Section 1: OFFICERS

The Officers of the Board of Directors and of the corporation shall be made up of at least three members including the President, a Secretary and a Treasurer. Ideally, the Officers of the Board of Directors and of the corporation shall be made up of four members including the President, Vice President, Secretary, and a Treasurer. The Board may appoint such other Officers as it deems necessary. All Officers shall serve without pay from the corporation.

Section 2: ELECTION AND TERM OF OFFICE

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The Executive Committee shall consist of the President, the Vice-President-when there is one, Secretary, Treasurer and three Board members at large of the corporation, all of whom shall be elected annually by the Board of Directors at its annual meeting. Each officer shall hold office for one (1) year or until successors shall have been duly elected and shall be qualified.

Vacancies of any office of the corporation occurring prior to the annual meeting of the corporation shall be filled by the action of the Board of Directors at any regular or special meeting of the Board.

Section 3: PRESIDENT

The President shall be the senior officer of the corporation and shall preside at all meetings of the Board of Directors and the Executive Committee. The President shall appoint all committees of the Board not otherwise provided for and shall be ex-officio, a member of each committee. The President shall present a report at each annual meeting of the Board of Directors covering the operations during the preceding fiscal year.

The President may sign all papers, orders, and documents requiring the signature, and perform such other duties as may be incumbent upon that office or as may be prescribed from time to time by the By-laws.

Section 4: VICE-PRESIDENT

The Vice-President shall perform those duties as assigned by the Board of Directors and the duties of the President in the event that the President is absent or unable to serve.

Section 5: SECRETARY

The Secretary shall keep the minutes of the meetings of the Board of Directors; see that all notices are duly given in accordance with the provision of these By-laws or as required by law; be custodian of the corporate records and see that the seal of the corporation is affixed to all documents as required. The Secretary shall sign all documents as required by that office and shall perform such duties as may be assigned to the Secretary by the President.

Section 6: TREASURER

The Treasurer shall be responsible for the custody of the funds, properties and securities of the corporation, and shall advise the Board of Directors respecting its financial condition and the handling of its monies and investments. The Treasurer shall sign documents of the corporation from time to time as required and shall

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perform such other duties as may be specifically assigned to the Treasurer by the President.

ARTICLE VI

Administration

The Board of Directors may select and employ an Executive Director who shall be the chief operational officer of the corporation. The Executive Director shall not be a member of the Board of Directors of the corporation. The Board of Directors shall delegate to the Executive Director the necessary authority and responsibility for the administration of the day-to-day operation of the corporation and shall enter into a contract with the Executive Director regarding the conditions of employment of the Executive Director.

ARTICLE VII

Committees

Section 1: IN GENERAL

The Board of Directors shall by resolution establish such committees as it may determine is advisable. The President shall appoint the members. The President shall be an ex-officio member of all committees, with the exception of the Executive Committee of which they shall be a regular member and chairman.

Section 2: EXECUTIVE COMMITTEE

The Executive Committee shall consist of the President, the Vice-President, when there is one, the Secretary, the Treasurer and three board members at large of the corporation.The Executive Committee shall have power to transact all regular business of the corporation during the period between the meetings of the Board of Directors, subject to any limitations imposed by the Board. Minutes of the Executive Committee Meetings shall be submitted to the board and its actions shall be subject to the approval or disapproval at the next regular meetings. The Executive Committee shall meet as necessary.

ARTICLE VIII

Indemnification

Section 1: INDEMNIFICATION OF OFFICERS, DIRECTORS, EMPLOYES AND AGENTS

A. Every person who was or is a party or threatened to be made a party to any threatened, pending or completed action, suit or preceding, whether civil, criminal, administrative or investigative (other than an action by or in the

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right of the corporation) by reason of the fact that he or she, is or was a director, officer, employe or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employe, or agent of another corporation, partnership, joint venture, trust or other enterprise, shall (together with the heirs, executors and administrators of such person) be indemnified by the corporation against expenses, including attorney fees, judgements, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding if the person acted in good faith and in a manner he or shereasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of no contest or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and any manner which he or she reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

B. Every person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that he or she is or was a director, officer, employe or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employe or agent of another corporation, partnership, joint venture, trust or other enterprise shall be indemnified by the corporation against expenses, including attorney's fees, actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation and except that no matter as to which such person shall have been adjudged to be liable for negligence or misconduct in performance of his or her duty to the corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the judication of liability but in view of all circumstances of the case, such person is daily and reasonably entitled to indemnity for such expenses which such court shall deem proper.

C. To the extent that a director, officer, employe or agent of the corporation has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Paragraph A or Paragraph B above, or in defense of any claim, issue or matter therein, he or she shall be indemnified against

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expenses, including attorney's fees, actually and reasonably incurred by him or her in connection therewith.

Section 2: DETERMINATION THAT INDEMNIFICATION IS PROPER

Any indemnification under Paragraph A or Paragraph B, above, unless ordered by a court, shall be made by the corporation only as authorized in this specific case upon a determination that indemnification of the director, officer, employe or agent is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Paragraph A or Paragraph B above. Such determination shall be made:

A. By the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding;

B. If such a quorum is not obtainable, or, even obtainable, a quorum of disinterested directors so directed, by independent legal counsel in a written opinion.

Section 3: ADVANCE PAYMENT OF EXPENSES UPON UNDERTAKING

Expenses, including attorney's fees, incurred in defending a civil or criminal action, suit or proceeding may be paid by the corporation in advance of the final disposition of such action, suit or proceeding as authorized in the manner provided in Section 2 above, upon receipt of an undertaking by or on behalf of the director, officer, employe or agent to repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified by the corporation as authorized in this Article VIII.

Section 4: INDEMNIFICATION PROVIDED IN ARTICLE VIII NOT EXCLUSIVE

The indemnification provided by this Article VIII shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any agreement, vote of disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employe or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 5: LIABILITY INSURANCE

This corporation shall purchase and maintain insurance on behalf of any person who is or was a director, officer, employe or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employe or agent of another corporation, partnership, joint venture, trust or other enterprise against

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any liability asserted against him or her and incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the corporation would have the power to indemnify him or her against such liability under this Article VIII.

ARTICLE IX

Seal

The Board of Directors shall provide a corporate seal which shall be circular in form and have theron inscribed in a circle the name of the corporation and the state of incorporation and the words, "Corporate Seal".

ARTICLE X

Fiscal Year

The fiscal year of the corporation shall begin on the first day of January and shall end on the last day of December in each year.

ARTICLE XI

Amendments

These Bylaws may be amended or restated by a majority vote of the Board of Directors.

ARTICLE XII

Parliamentary Authority

The proceedings of all meetings of the Board of Directors, and Committees shall be governed by, and conducted according to, the latest edition of Rovert's Manual of Parliamentary Rules.

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