

Community Development Alliance, Inc.

BYLAWS

ARTICLE I

GENERAL

- A. Name. This corporation, the Community Development Alliance, Inc. (“CDA”), has been incorporated in the State of Wisconsin as a nonstock corporation, by filing its articles of incorporation on June 27, 2022 (“Articles”).
- B. Principal Office. The principal office of CDA shall be as stated in the Articles. CDA may have other such offices, either within or outside of the State of Wisconsin (the “State”), as the Board of Directors (as further described in Article III herein) may determine or as the affairs of CDA may require from time to time.
- C. Registered Office. CDA shall have and continuously maintain in the State a registered office and a registered agent. The name and address of the registered agent shall be as stated in the Articles, or a separate filing with the State of Wisconsin Department of Financial Institutions, or the successor to such department (“Department”). The address of the registered office may be changed from time to time by the Board of Directors by amending the Articles or sending a separate notice to the Department.
- D. Fiscal Year. The fiscal year of CDA shall begin on January 1 of each year and end on the immediately following December 31.
- E. Members. CDA shall not have members.
- F. Board. CDA shall have twelve Directors on its Board of Directors (“Board”). A quorum for the Board is a majority of the current Board of Directors. The rights and responsibilities of the Board are discussed in Article III.
- G. Officers. CDA shall have the following officers: Chair and Vice Chair. The Chair shall serve as the Secretary, and the Vice Chair shall serve as the Treasurer, unless otherwise designated by the Board. The rights and responsibilities of each officer are discussed in Article IV.
- H. Staff. CDA shall have at least the following staff: Chief Alliance Executive (“CAE”). The rights and responsibilities of this position are discussed in Article VI.

ARTICLE II

CHARITABLE MISSION & LIMITATIONS

- A. General Purposes. CDA is organized exclusively for charitable, religious, educational or scientific purposes, including, for such purposes the making of distributions to organizations that qualify as an exempt organization under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code. In the pursuit of such purposes, CDA may engage in any lawful activities authorized by Chapter 181 of the Wisconsin Statutes, or the corresponding chapter of any future State statutes. To the extent consistent with such purposes, CDA shall:
Advance racial equity by providing a quality affordable home for every Milwaukeean.

- B. Limitation on Earnings. No part of the net earnings of CDA shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons except that CDA shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article II, Section 1.
- C. Limitation on Lobbying. No substantial part of the activities of CDA shall be the carrying on of propaganda, or otherwise attempting to influence legislation and CDA shall not participate in, nor intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.
- D. General Limitations. Notwithstanding any other provision of these Articles, CDA shall not carry on any other activities not permitted to be carried on by: (a) a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or (b) by a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.
- E. Limitations on Dissolution. Upon the dissolution of CDA, its assets shall be distributed to a 501(c)(3) for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government for a public purpose. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction of the county in which the principal office of CDA is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.
- F. Non-Discrimination. CDA shall not directly or indirectly discriminate against any person or organization for reason of race, color, gender, gender-identity, age, religion, disability, national origin, ancestry, marital status, sexual preference, parental status, military discharge status, student status, or source of income.

ARTICLE III

BOARD OF DIRECTORS

- A. General Powers. The property, affairs and all other corporate powers of CDA shall be governed by its Board of Directors ("Board"). The Board may delegate to such committees, councils, or other groups as it shall create any of its powers that it may deem judicious, keeping in mind that it has the ultimate responsibility for CDA and that it must ensure proper accountability by each of its committees. The Board may also authorize a person to exercise some or all of the powers of the Board.
- B. Duties. Without limiting the broader duties of the Board, specific duties of the Board include the following:
 - 1. ensure that the goals and objectives of CDA are implemented;
 - 2. evaluate and monitor programs;
 - 3. develop programs and activities that promote the purpose of CDA;
 - 4. hire and fire the CAE;
 - 5. establish governance, program, personnel, financial and development policies;
 - 6. approve an annual budget;

7. monitor finances;
8. ensure that adequate resources are available to CDA;
9. authorize all legal documents; and
10. present an annual report at the annual meeting.

C. Number, Election, Tenure, Qualifications.

1. Number. The Board shall be comprised of twelve (12) directors (“Directors”).
2. Election. Directors shall be elected each year by the Board of Directors at the annual meeting or at such other meeting as shall be called for that purpose.
3. Tenure. Except as hereinafter provided, each Director shall serve a term of two (2) years following election or until the Director becomes disqualified to hold office. Directors may serve only three (3) successive terms, unless further extended by a two-thirds (2/3) vote of the Board. Directors need not be residents of the State.
4. Qualifications. The Board shall consist of the number of Directors that meet the following qualifications:
 - a. Resident Directors. Two (2) residents of the City of Milwaukee, who are not an employee of one of the categories further described below in subsections (C)(2) through (C)(7) (“Resident Directors”). Recommendations for candidates to fill this position shall be solicited from a Resident Council maintained by CDA.
 - b. Community-Based Nonprofit Directors. Two (2) employees of a Community-Based Nonprofit (“Community Based Nonprofit Directors”). A “Community-Based Nonprofit” is an organization that operates in the City of Milwaukee that maintains at least one of the following functions: (i) community organizing, (ii) resident engagement, or (iii) direct service to residents. Recommendations for candidates to fill this position shall be solicited from the Revitalizing Our Neighborhoods Coalition, or a similar organization.
 - c. Policy-Based Nonprofit Directors. Two (2) employees of a Policy-Based Nonprofit (“Policy-Based Nonprofit Directors”). A “Policy-Based Nonprofit” is an organization that operates in the City of Milwaukee that maintains at least one the following functions: (i) community organizing, (ii) advocacy, or (iii) research related to or adjacent to affordable housing policy. Recommendations for candidates to fill this position shall be solicited from a Policy Council maintained by CDA.
 - d. Homebuyer Counseling Nonprofit Director. One (1) employee of a Homebuyer Counseling Nonprofit (“Homebuyer Counseling Nonprofit Director”). A “Homebuyer Counseling Nonprofit” is an organization that operates in Milwaukee County that maintains a HUD-certified homebuyer-counseling program. Recommendations for candidates to fill this position shall be solicited from Take Root Milwaukee, or a similar organization.
 - e. Housing Producer Director. One (1) employee of a Housing Producer (“Housing Producer Director”). A “Housing Producer” is a for-profit or nonprofit that constructs or substantially rehabs homes for homeownership. Recommendations for candidates to fill this position shall be solicited from a Developer’s Council maintained by CDA.

- f. Foundation Directors. Two (2) employees of a Foundation (“Foundation Director”). A “Foundation” is an organization that provides substantial operating support to CDA. Recommendations for candidates to fill this position shall be solicited from a Funder’s Council maintained by CDA.
- g. Housing Investor or Lender Directors. Two (2) employees of a Housing Investor or Lender (“Housing Investor or Lender Directors”). A “Housing Investor” or “Lender” is public or private organization that provides substantial investment and lending capital to affordable housing, and may include public development entities, banks, impact investors, and other similar institutions. Recommendations for candidates to fill this position shall be solicited from a Housing Investor and Lender’s Council maintained by CDA.

D. Meetings.

- 1. Annual Meeting. The annual meeting of CDA shall be held in the month of January each year, or at such other time as shall be called as long as the time does not exceed six months after the end of the fiscal year.
 - 2. Regular Meetings. Regular meetings of the Board of Directors shall be held periodically at such place, times and upon such notice as the Board of Directors may determine within its discretion.
 - 3. Executive Session. An executive session may be called by a majority vote of the Board of Directors in attendance at a meeting where a quorum is present. The Executive session will be closed to all individuals except the Board of Directors and the CAE, unless the Board chooses to invite additional individuals for the purpose of clarifying the issue at hand. It is expected that the CAE will be included in the executive session unless the Board is discussing an item involving the CAE, at which time the Board Chair shall request that the CAE leave the meeting for the duration of the executive session. Executive session may be called in the case of sensitive personnel matters, matters of either pending or possible litigation, or other such matters that would be detrimental to CDA if discussed in an open meeting.
 - 4. Special Meetings. Special meetings of the Board of Directors may be called at the request of at least 2 Directors of the Board. Upon such request, the Chair (or, upon request by the Chair, the CAE) must designate any place in Milwaukee for holding any special meeting of the Board, which may include a virtual meeting.
- E. Quorum. A majority of the Board of Directors then in office shall constitute a quorum for the transaction of business at any meeting of the Board. A Director may attend any meeting of the Board of Directors through use of a virtual meeting service, conference telephone or other communications equipment so long as all persons participating in the meeting can communicate with one another. No action may be taken at an annual, regular or special meeting of the Board unless a quorum is present, except that the Directors present may adjourn the meeting.
- F. Proxies. There shall be no proxies. At any meeting of the Board of Directors, a Director will vote by voice, hand, virtual hand, ballot, or virtual chat.

- G. Manner of Acting. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or these bylaws (“Bylaws”).
- H. Orientation. The CAE is responsible for orienting newly elected Directors as soon as possible following elections. The retiring Directors shall turn over all appropriate documents and provide all information as appropriate to the newly elected Directors.
- I. Removal; Resignation.
 - 1. Removal.
 - a. Bases for Removal.
 - i. A Director may be removed from the Board after absences from annual, special, or regular meetings of the Board, and must be removed for failure to attend at least 50% of Board meetings in a year.
 - ii. A Director may be removed with or without cause pursuant to the process for removal as set forth in these Bylaws.
 - b. Process for Removal.
 - i. Any Director can request removal of another Director based on subsection (a) above. Any Director proposed to be removed shall be entitled to at least seven (7) days’ written notice of the meeting at which such removal is to be voted upon and shall be entitled to appear before and be heard at such meeting. The individual requesting removal of a Director shall also provide written notice of the impending vote to all Directors at least seven (7) days prior to the meeting at which removal is to be voted upon.
 - ii. A Director may be removed at an annual, regular or special meeting of the Board by a vote of 2/3 of the Directors present at a meeting where a quorum is present. Such removal shall be without prejudice to the contract rights, if any, of the person so removed.
 - 2. Resignation. Any Director may resign from the Board at any time by giving a written notice to the CAE or the Chair of the Board. Such resignation shall take effect at the time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to be effective.
- J. Vacancies. Any vacancy occurring on the Board shall be filled for the unexpired term of the previous Director by a majority vote of the Directors at a meeting where a quorum is present.
- K. Compensation. Directors elected pursuant to Article III.C(i)-(v) may receive compensation for their service to CDA, provided that such compensation does not exceed \$1,500 per year (e.g., Resident Director, Community Based Nonprofit Director, Policy Nonprofit Director, Homebuyer Counseling Director, and Housing Producer Director). No other Director shall receive any remuneration for services as a Director. When authorized by the Board of Directors, reimbursement may be made for travel or other out-of-pocket expenses incurred in discharging official duties as prescribed by the Board of Directors.
- L. Conflict of Interest. As a collective impact organization, it is likely that CDA will receive grants from the employers of some Directors, and may issue grants or contracts to the employers of other Directors. There should, however, not be contracts directly with any Directors as individuals, with the exception of compensation to some Directors for their service pursuant to

subsection K above. Directors should scrupulously avoid transactions with CDA in which the Director or a direct family member has a personal or material financial interest or of which the Director is an officer, director or general partner. In the event that either a Director or a member of a Director's immediate family has an actual or potential conflict of interest, including but not limited to proposed transactions directly or indirectly between CDA and a Director, or a contract or grant comes to the Board related to Director's employer, then:

1. Director shall promptly disclose the material facts of such conflict or transaction in writing to the Board of Directors as a matter of record. When any such conflict of interest becomes relevant to any subject requiring action by the Board of Directors or any of its duly constituted committees, councils, task forces, or other bodies, the Director having a conflict shall not vote on the subject with respect to which the conflict of interest exists, shall not attempt to influence the vote of any other Director, and shall not be counted in determining the quorum for dealing with such subject.
 2. A Director who is excluded from voting because of such conflict of interest shall briefly state the nature of the conflict and answer pertinent questions of other Directors when such Director's knowledge of the subject will assist the Board of Directors or any of its committees or other bodies.
 3. After such disclosure is made and the Board has had the opportunity to ask pertinent questions of such Director, a vote should be taken with the action carried by a majority of disinterested Directors, who must constitute a quorum. Minutes of the meeting shall reflect that such disclosure has been made, that such Director abstained from voting and that the Director was not counted in determining the quorum for addressing such subject.
- M. Prohibited Transactions. CDA shall not make a payment, grant, or loan of a dividend or any part of the assets, income or profit of a corporation to its Directors or Officers, but does not include the payment of reasonable compensation, benefits, pensions, incentive compensation or the reimbursement of expenses.
- N. Board Independence. No direct business relationship may exist between CDA and a person who is a current or former Officer, Director, trustee, or key Employee, unless Section L is complied with.
- O. Written Consent. An action required or permitted to be taken at a Board meeting may be taken without a meeting if a consent in writing setting forth the action is affirmed by 2/3 of the Directors then in office. "In writing" includes, without limitation, a communication that is transmitted or received by electronic means such as an email. "Affirm" includes, without limitation, an electronic communication such as a "yes" or "I consent" included in an email sent to the Board Chair or CAE, from an email account of the consenting Director that is on file with CDA as the appropriate email address for such Director. A consent under this section has the same force and effect as a vote of the Board of Directors taken at a meeting that is duly noticed and held. Prior to approval, the text of the written consent must be distributed to all directors then in office. After the written consent has been adopted it must be distributed to all directors then in office, together with the effective date and time. Failure to provide notice, however, shall not invalidate the action taken by written consent. When at all possible, the distributions required under this section shall be sent via electronic email or text message.

- P. Notice. Notice of any annual, regular and special meeting of the Board of Directors shall be given at least 24 hours previously thereto, unless otherwise specified by law or these Bylaws, by written notice to each Director at the address, email address, or text number shown by the records of CDA.
- Q. Waiver of Notice. A Director may waive any required notice before or after the date stated in a notice. The waiver must be in writing, signed by the Director, delivered to CDA, and included in the minutes. A Director's attendance at a meeting waives objection to lack of notice or defective notice unless the Director at the beginning of the meeting objects. A Director's attendance at a meeting waives objection to consideration of a particular matter at the meeting unless the Director objects to considering the matter when it is presented.
- R. Virtual Meetings. All annual, regular, and special meetings may be held in person, or virtually at the discretion of the Chair.

ARTICLE IV

OFFICERS

- A. Officers. The officers of the Board of Directors shall be: the Chair, Vice Chair, Treasurer and Secretary ("Officers"). Unless otherwise designated by the Board, the Chair shall also serve as Secretary, and the Vice Chair shall serve as Treasurer.
- B. Officer Responsibilities.
 - 1. Chair. The Chair shall preside at all meetings of the Board of Directors. Subject to the direction and mandate of the Board, the Chair shall be in charge of the property and affairs of CDA; shall see that the resolutions and directives of CDA are carried into effect, except in those instances in which that general responsibility is assigned to some other person by the Board; shall appoint all chairpersons of Committees, shall supervise the CAE, and, in general, shall discharge all duties as may be prescribed by the Board of Directors. Except in those instances in which the authority to execute is expressly delegated to another Officer or agent of CDA, or a different mode of execution is expressly prescribed by the Board or these Bylaws, the Chair may execute for CDA any contracts, deeds, mortgages, bonds, or other instruments which the Board has authorized to be executed; the Chair may accomplish such execution either individually or with any other Officer thereunto authorized by the Board, according to the requirements of the form or the instrument.
 - 2. Vice Chair. In the absence of the Chair or in the event of the Chair's inability to act, the Vice Chair shall have all the powers of and be subject to all the restrictions upon the Chair. The Vice Chair shall perform such other duties as from time to time may be assigned by the Chair or by the Board of Directors. Upon the election of the Vice Chair, the Vice Chair shall be considered Chair-Elect and be considered in training during the term of office, automatically to assume the office of Chair the following year.
 - 3. Treasurer. The Treasurer shall be the principal financial officer of CDA and shall oversee all financial transactions. The Treasurer shall see that adequate financial books and records are instituted and maintained for CDA; shall be responsible for custody of all funds and securities of CDA; shall ensure that all payments due by CDA are paid; shall

ensure that all monies due and payable to CDA are received, that receipts are given, and that these monies are deposited in the name of CDA in such banks or other depositories as shall be selected by the Board of Directors. The Treasurer shall be responsible for submission of an annual financial statement and furnish accounting on all financial matters to the Board of Directors at its regular meetings (and shall present a financial statement to the members at their meetings). The Treasurer shall perform all other duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the Chair or Board of Directors.

4. Secretary. The CAE shall keep minutes of the meetings of the Board and the Secretary shall review and approve them. The Secretary will see that all notices are duly given in accordance with the provisions of these bylaws and as required by law; oversee CDA's records; keep a register of the names and addresses, phone, email, text and facsimile numbers of each Director (and member); and in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the Chair or Board of Directors.
- C. Elections and Term of Office. Officers shall be elected annually from and by a majority of the Directors present at the annual meeting of the Board of Directors or at such other meeting of the Board as shall be called for that purpose. Vacancies may be filled and new offices may be created and filled at any meeting of the Board of Directors. Officers elected shall hold office for the ensuing year or until their successors are duly elected and qualified. Officers may be elected for multiple terms.
- D. Removal. Any Officer elected by the Board of Directors may be removed by a majority vote of the Directors at a meeting where a quorum is present with or without cause. Any Officer proposed to be removed shall be entitled to at least seven (7) days notice in writing of the meeting of the Board of Directors at which such removal is to be voted upon and shall be entitled to appear before and be heard by the Board of Directors at such meeting. Such removal shall be without prejudice to the contract rights, if any, of the person so removed. Removal as an officer shall not impact a Director's role as a Director, unless the vote to remove the officer specifies that the Officer is also removed as a Director.
- E. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise may be filled for the unexpired portion by an election consistent with subsection C above.

ARTICLE V

COMMITTEES

- A. Committees. The Directors may from time to time create committees at an annual, regular, or special meeting of the Board ("Committees"). The direction and guidelines of such Committees shall be provided by the Board of Directors. The chairperson of such Committees shall be appointed by the Chair.
- B. Removal. Any Committee chairperson may be removed by the Chair or by a majority vote of the Directors in attendance at a meeting where a quorum is present with or without cause.
- C. Quorum. A majority shall constitute a quorum of a Committee, unless otherwise provided in the resolution of the Board of Directors designating a committee. No action may be taken at a meeting of a Committee unless a quorum is present, except adjournment.

- D. Rules. Each Committee may adopt rules for its own governance not inconsistent with these Bylaws or with rules adopted by the Board of Directors.
- E. Vacancies. Vacancies in the membership of any Committee may be filled by appointments made in the same manner as provided in the case of the original appointments or the resolution creating the Committee.
- F. Prohibitions. No committee shall have the authority to:
 - 1. elect, appoint or remove any Director, Officer or Committee member of CDA;
 - 2. adopt a plan of merger or consolidation;
 - 3. authorize sale, lease, exchange or mortgage of all or substantially all of the property of CDA;
 - 4. authorize contracts;
 - 5. authorize dissolution;
 - 6. adopt plans for distribution of the assets; or
 - 7. amend, alter or repeal any resolution of the Board of Directors.
- G. Notice and Waiver. The same notice and waiver requirements of Board meetings shall apply to Committee meetings except that only the Directors which are a part of such Committee must receive notice.

ARTICLE VI

STAFF

- A. Chief Alliance Executive (CAE). The Board may select a CAE and such other staff to conduct the day-to-day operations of CDA. All staff, including the CAE, shall serve at the pleasure of the Board and may be terminated with or without cause, unless a separate contract executed by the Board requires cause. The CAE shall administer the day-to-day operations of CDA; shall serve as CDA's official representative as directed by the Board; shall supervise other staff; shall submit to the Board such reports, plans and other information as may be periodically required; shall execute Board decisions as directed; shall attend all Board meetings except when excused by the Board; shall keep minutes of the meetings of the Board; shall serve as a regular or ex-officio member of Committees as designated; shall report to the Board on the program, finances and staffing of CDA; shall prepare an annual report; and, shall consult with the Treasurer to file required financial and legal documents.
- B. Responsibilities. The staff shall function according to established policies and procedures in keeping with CDA's purposes and shall comply with all Board decisions.
- C. Relationship to the Board. As designated by the CAE, the staff may attend Board meetings and may serve on Committees.

ARTICLE VII

BUSINESS ADMINISTRATION

- A. Contracts. In addition to the Officers so authorized by these Bylaws, the Board of Directors may authorize any Officer, employee, staff or agent of CDA to enter into any contract, execute any contract, or execute and deliver any instrument in the name of and on behalf of CDA and such authority may be general or confined to specific instances as determined by the Board.

- B. Payments. All checks, drafts or orders for payment of money, notes or other evidences of indebtedness issued in the name of CDA, shall be signed by such Officer, employee or agent of CDA in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the CAE and countersigned by the Chair.
- C. Deposits. All funds of CDA shall be deposited to the credit of CDA in such banks, trust companies or other depositories as the Board of Directors may select.
- D. Funds. The Board of Directors, Chair, CAE and their designees may accept on behalf of CDA any contribution, gift, bequest or devise for the general purpose or for any special purpose of CDA.
- E. Special Powers. In order to acquire funds for the purposes of CDA, the Directors shall have the power to:
 - 1. hold or sponsor fundraising events;
 - 2. solicit donations;
 - 3. borrow funds and give evidence of indebtedness;
 - 4. prepare and submit proposals; and
 - 5. hire consultants to advise the Board on matters relating to CDA's organization, administration and programs.
- F. Audit. When annual revenues from the federal government are at least \$750,000, or funding from the State of Wisconsin is at least \$25,000, or CDA receives annual contributions of at least \$400,000; or when a funding source requires it, an annual audit shall be conducted by an independent certified public accountant selected by the Board of Directors.
- G. Legal Counsel. The Board of Directors shall approve the selection of counsel to address its corporate legal needs.

ARTICLE VIII

BOOKS AND RECORDS

CDA shall keep correct and complete books and records of accounts; shall keep minutes of the proceedings of Board and Committee meetings; and shall keep at the registered or principal office a record of the names, phone, email, text and facsimile numbers of the Directors. All books and records of CDA, except confidential personnel records, may be inspected by any Director, or Director's agent or attorney, any public official or any contributor, for any proper purpose at any reasonable time.

ARTICLE IX

INVESTMENTS

- A. CDA shall have the right to retain all or any part of any securities or property acquired in any manner and shall have the right to invest and reinvest any funds, according to the judgment of the Board of Directors. However, no action shall be taken by or on behalf of CDA if such action is made subject to special penalties under applicable federal or state law or if such action would result in the loss of tax exempt status under Sections 501, 503 or 504 of the Internal Revenue Code of 1954, as amended, and the regulations promulgated thereunder as they now exist or as they may hereafter be amended.

- B. The Board of Directors shall have full power and authority to vote on behalf of CDA at any meeting of stockholders of any corporation in which CDA may hold stock. At any such meeting, the Board may possess and exercise all of the rights and powers incident to the ownership of such stock and may delegate these powers to any person, and at its convenience may revoke any such powers granted.

ARTICLE X

INDEMNIFICATION

- A. Indemnification For Successful Defense. CDA shall indemnify a Director or Officer, to the extent that the Director or Officer has been successful on the merits or otherwise in the defense of a proceeding, for all reasonable expenses incurred in the proceeding if the Director or Officer was a party because the Director or Officer is a Director or Officer of CDA. The indemnification payment shall be made by CDA within thirty (30) days of receipt of the written request and proper documentation of expenses incurred.
- B. Other Indemnification. In cases not included under Section A of this Article, CDA shall indemnify a Director or Officer against all liabilities and reasonable expenses incurred by the Director or Officer in a proceeding to which the Director or Officer was a party because the Director or Officer is a Director or Officer of CDA, unless liability was incurred because the Director or Officer breached or failed to perform a duty owed to CDA and the breach or failure to perform constitutes any of the following:
1. a willful failure to deal fairly with CDA or its Directors in connection with a matter in which the Director or Officer has a material conflict of interest;
 2. a violation of criminal law, unless the Director or Officer had reasonable cause to believe that the Director's or Officer's conduct was lawful or had no reasonable cause to believe that the Director's or Officer's conduct was unlawful;
 3. a transaction from which the Director or Officer derived an improper personal profit or benefit; or
 4. willful misconduct.

The termination of a proceeding by judgment, order, settlement or conviction, or upon a plea of no contest or an equivalent plea, does not, by itself, create a presumption that indemnification of the Director or Officer is not required.

- C. Written Request: Non-Duplication. A Director or Officer who seeks indemnification under this Article shall make a written request to CDA. Indemnification is not required if the Director or Officer has previously received indemnification, reimbursement or allowance of expenses from any person, including CDA, in connection with the same proceeding.
- D. Determination of Right to Indemnification. Unless otherwise provided in the Articles or by written agreement between the Director or Officer and CDA, the Director or Officer seeking indemnification under Subsection B of this Article shall select one of the following means for determining the Director's or Officer's right to indemnification:

1. By majority vote of a quorum of the Board of Directors consisting of Directors who are not at the time parties to the same or related proceedings; if a quorum of disinterested Directors cannot be obtained, by majority vote of a Committee duly appointed by the Board of Directors and consisting solely of two or more Directors who are not at the time parties to the same or related proceedings. Directors who are parties to the same or related proceedings may participate in the designation of members of the Committee.
 2. By independent legal counsel selected by a quorum of the Board of Directors, or if unable to obtain such a quorum or Committee, by a majority vote of the full Board of Directors, including Directors who are parties to the same or related proceedings.
 3. By panel of three arbitrators consisting of one arbitrator selected by Board of Directors, one arbitrator selected by the Director or Officer seeking indemnification, and a third arbitrator selected by the two arbitrators previously selected.
 4. By a court under Section 181.0879 of the Wisconsin Statutes.
- E. Advance Expenses. Within 10 days of receipt of a written request by a Director or Officer who is a party to a proceeding and documentation of expenses, CDA shall pay or reimburse the Director or Officer reasonable expenses as incurred if the Director or Officer provides CDA with the following:
1. a written affirmation of good faith belief that the Director or Officer has not breached or failed to perform assigned or otherwise required duties to CDA; and
 2. a written undertaking, executed personally or on the behalf of the Director or Officer, to repay the allowance (together with reasonable interest) to the extent that it is ultimately determined under Subsection D of this Article that indemnification under Subsection B of the Article is not required and the indemnification is not ordered by a court. The undertaking shall be an unlimited general obligation of the Director or Officer and may be accepted without reference to ability to repay the allowance. The undertaking may be secured or unsecured.
- F. Additional Rights to Indemnification.
1. Except as provided in subparagraph 2 of this Section F, Subsections B and E of this Article do not preclude any additional right to indemnification or allowance of expenses that a Director or Officer may have under the Articles or Bylaws of CDA, a written agreement between the Director or Officer and CDA, or a resolution of the Board of Directors.
 2. Regardless of the existence of any additional right under subparagraph 1 of this Subsection F, CDA may not indemnify any Director or Officer or permit a Director or Officer to retain any allowance of expenses unless it is determined by or on behalf of CDA that the Director or Officer did not breach any of the duties enumerated in Section B of this Article. A Director or Officer who is a party to the same or related proceeding for which indemnification or an allowance of expenses is sought may not participate in a determination under this section.

- G. Insurance. CDA may purchase and maintain insurance on behalf of any Director or Officer of CDA against liability asserted against or incurred by the individual in the Director's or Officer's capacity as a Director or Officer, regardless of whether CDA is required or authorized to indemnify or allow expenses to the individual against the same liability under this Article.
- H. Definitions. In this Article, "Director or Officer" includes an individual who is or was a Director or Officer of CDA; "proceeding" means any threatened, pending or commenced civil, criminal, administrative or investigative action, suit, arbitration or other proceeding, whether formal or informal, which involves foreign, federal, state or local law and which is brought by or in the right of CDA or by any other person; and, "expenses" includes fees, costs, charges, disbursements, reasonable attorney's fees and any other expenses incurred in connection with a proceeding.

ARTICLE XI

INDEMNIFICATION OF EMPLOYEES

All of the provisions of Article X shall also apply to any employee of CDA. In this article, "employee" includes an individual who is or was an employee of CDA.

ARTICLE XII

AGENTS AND REPRESENTATIVES

The Board of Directors may appoint such agents and representatives of CDA with such powers and to perform such acts or duties on behalf of CDA as the Board of Directors may authorize, so far as is consistent with these Bylaws, to the extent permitted by law.

ARTICLE XIII

CORPORATE STATUS

CDA is a non-stock corporation organized under Chapter 181 of the Wisconsin Statutes, and is not conducted for pecuniary profit. All aspects of the operation of CDA shall be conducted in accordance with applicable laws, rules, and regulations of the State of Wisconsin and any funding sources of CDA.

ARTICLE XIV

AMENDMENTS

Subject to law and the Articles, the power to make, alter, amend or repeal all or any part of these Bylaws is vested in the Board of Directors. The Bylaws of CDA may be amended or repealed and new Bylaws may be adopted by a majority vote of the Board in attendance at any annual, regular or special meeting where a quorum is present, provided that at least seven (7) days' written notice is given of

intention to alter, amend, repeal or to adopt new bylaws at such meeting, and a summary of the proposed amendment(s) or the proposed amendment(s) themselves shall be included with the notice.

[Updated 3-22-24]