

**BYLAWS
OF
IOWA URBAN TREE COUNCIL, INC.**

**ARTICLE I
THIS CORPORATION IN GENERAL**

Section 1.1. Name. The name of this corporation is Iowa Urban Tree Council, Inc., a nonprofit organization incorporated under the Revised Iowa Nonprofit Corporation Act (the "Act"), Chapter 504 of Iowa Code, as amended from time to time.

Section 1.2. Purposes. The purposes for which this corporation is formed are as set forth in its articles of incorporation. Without limiting the foregoing, these purposes include advising the Iowa State Forester on the best ways to preserve, protect, expand and improve Iowa's urban and community forest resources, advising the State Forester to develop, implement, monitor, and revise the State Forest Action Plan, and advising the State Forester on activities to further the understanding, appreciation and practice of urban forestry in Iowa. The corporation shall deliver a regular review of the plan to the State Forester.

Section 1.3. Powers. The powers that this corporation may exercise are described in its articles of incorporation. Except as otherwise provided in the articles, this corporation has unlimited power to engage in and to do any lawful act concerning any and all lawful purposes for which this corporation may be organized under the Act. The powers of this corporation include, but are not limited to, the acceptance of contributions in cash, in kind or otherwise from both the public and private sectors.

Unless the articles of incorporation provide otherwise, this corporation has perpetual duration and succession in its corporate name and has the same powers as an individual to do all things necessary or convenient to carry out its affairs.

Section 1.4. Restrictions. The assets of this corporation are irrevocably dedicated to the purposes described in Section 1.2 of these bylaws, and no part of the net earnings of this corporation inures to the benefit of, or is distributable to its directors, or other private persons, except that this corporation is authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in its articles of incorporation.

The activities of this corporation may include attempting to influence legislation, as well as endorsing initiatives and referendums.

Notwithstanding any other provision of these bylaws, this corporation may not carry on any other activities not permitted to be carried on by 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 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).

Section 1.5. Location. This corporation must at all times continually maintain a registered office, with a registered agent, located within the State of Iowa. This corporation may change its registered office or agent by delivering to the Secretary of State a "Statement of Change" in compliance with the Act. This corporation also may maintain additional offices and places of business at other locations, either in or out of the State of Iowa as the board of directors may determine or as the affairs of this corporation may require from time to time.

Section 1.6. Fiscal Year. The fiscal year of this corporation begins on the first day of January and ends on the last day of December in each calendar year, except that the first fiscal year of this corporation begins on the first day of corporate existence of this corporation.

ARTICLE II **MEMBERS**

Section 2.1. This corporation has no members.

ARTICLE III **BOARD OF DIRECTORS**

Section 3.1. Duties of Board. The board of directors exercises all corporate powers and manages all affairs of this corporation. The board of directors may delegate these powers to committees as described in Article IV of these bylaws.

Section 3.2. Composition, Tenure and Qualifications. The board of directors consists of at least one and no more than fifteen individuals. The number of directors may be increased or decreased by the board of directors, so long as the board continuously consists of one or more individuals. Each director serves until his or her successor has been appointed and qualified.

Section 3.3. Vacancies. Any vacancy on the board of directors, including a vacancy resulting from an increase in the number of directors, may be filled by an affirmative vote of a majority of the remaining directors even though the number of remaining directors may be less than a quorum. A director appointed to fill a vacancy is appointed for the unexpired term of his or her predecessor in office.

Section 3.4. Regular Meetings. The board of directors will hold regular meetings quarterly, with the dates, times and places of the meetings to be designated by the president in a notice to the board of directors. The board of directors may provide by resolution the time and place, either in or out of the State of Iowa, for the holding of regular meetings of the board without notice other than such resolution. All regular meetings shall be open to the public.

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Section 3.5. Special Meetings. Special meetings of the board of directors may be called by the president or must be called by the president at the request in writing by at least two directors. Such request must include the purpose or purposes for the proposed special meeting. The president must fix the date, time, and the place, for holding any special meeting of the board.

Section 3.6. Electronic Meetings. Any or all directors may participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means is deemed to be present in person at the meeting.

Section 3.7. Notice. Notice of each regular meeting of the board of directors must be given at least 10 days prior to the date of the meeting if given by mail, or 24 hours notice if given in person or by electronic means. Notice of each special meeting of the board of directors must be given at least two days prior to the meeting by written notice or, if reasonable under the circumstances, by oral notice (including by telephone, voice-mail, or other electronic means). Written notice includes notice by electronic transmission. Written notice, if in a comprehensible form, is effective at the earliest of: when received; five days after its deposit in the United States mail, if mailed postpaid and correctly addressed; or on the date shown on the return receipt, if sent by registered or certified mail, return receipt requested, and the receipt is signed by or on behalf of the addressee. If the date, time, and place of a meeting of the board of directors have been announced at a previous meeting of the board, no notice is required.

Section 3.8. Waiver of Notice. Any director may at any time waive their right to notice of any meeting. The waiver must be in writing, signed by the director entitled to the notice, and filed with the minutes or the corporate records.

A director's attendance at or participation in any meeting constitutes a waiver of notice of the meeting, unless the director, upon arriving at the meeting or prior to the vote on a matter not noticed in conformity with the Act, the articles, or these bylaws, objects to lack of notice and does not thereafter vote for or assent to the objected-to action. The notice or waiver of notice of the meeting does not need to specify the business to be transacted at, or the purpose of, any regular or special meeting of the board of directors.

Section 3.9. Quorum and Voting. A quorum of the board of directors consists of a majority of the directors in office immediately before a meeting begins; but if less than a majority of the directors are present at a meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

If a quorum is present when a vote is taken, the affirmative vote of a majority of the directors present is the act of the board of directors, unless the act of a greater number of directors is required by the Act, the articles of incorporation or these bylaws.

Section 3.10. Assent. A director who is present at a meeting of the board of directors or a committee of the board of directors when corporate action is taken is deemed to have assented to the action taken unless one or more of the following occurs: (a) the director objects at the beginning of the meeting or promptly upon the director's arrival to holding it or transacting business at the meeting, (b) the director's dissent or abstention from the action taken is entered in the minutes of the meeting, or (c) the director delivers written notice of the director's dissent or abstention to the chairperson of the meeting before its adjournment or to this corporation immediately after adjournment of the meeting. The right of dissent or abstention is not available to a director who votes in favor of the action taken.

Section 3.11. Compensation. Directors do not receive any salaries for their services, but the board of directors may allow by resolution the reimbursement of expenses, if any, for a director's attendance at a meeting of the board.

Section 3.12. Action Without a Meeting. Any action required or permitted by law to be taken at a meeting of directors may be taken without a meeting if a majority of directors signs a consent describing the action to be taken and delivers it to this corporation. The written action is effective when signed by all of the directors, unless a different effective time is provided in the written action. A signature may be provided by electronic means or by electronic mail approving the written action. A director's consent may be withdrawn by revocation signed by the director and delivered to the corporation prior to the delivery to the corporation of unrevoked written consents signed by all of the directors. For purpose of this Section 3.12, "sign" and "deliver" have the same meaning as defined in the Act.

Section 3.13. Not a Trustee. A director is not deemed to be a trustee with respect to this corporation or with respect to any property held or administered by this corporation, including, but not limited to, property that may be subject to restrictions imposed by the donor or transferor of such property.

Section 3.14. Advisory Board. The board of directors may appoint an advisory board made up of non-voting members to advise the board of directors on ways to effectively carry out the purposes of the organization. The members of the advisory board may be determined at the discretion of the board of directors but may include, without limitation, representatives of the following government organizations: Iowa Department of Transportation, Iowa State University Department of Natural Resource, Ecology & Management, Iowa State University Horticulture Department, Iowa State University Extension Service, Iowa Horticultural Society of the Iowa Department of Agriculture, and the Iowa Soil and Water Conservation Districts. The members of the advisory board shall serve for terms determined by the board of directors, and the advisory board shall have no right to vote nor shall any recommendation of the advisory board bind the corporation.

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ARTICLE IV **COMMITTEES**

Section 4.1. Committees. The board of directors, by resolution adopted by a majority of the directors in office, may designate and appoint one or more committees, in addition to the committees established by these bylaws.

Each committee, to the extent specified in said resolution, has and exercises the authority of the board of directors in the management of this corporation. However, no committee of the board may do any of the following: (a) adopt, amend, or repeal the articles or these bylaws, or restate the articles or these bylaws; (b) elect, appoint or remove any member of any such committee or any director or officer of this corporation, or fill vacancies on the board or on any of its committees; (c) recommend or adopt a plan of merger or consolidation with another corporation; (d) recommend or authorize the sale, pledge, or transfer of all or substantially all of this corporation's assets; (e) authorize the voluntary dissolution of this corporation or revoke proceedings therefor; (f) authorize distributions of the assets of this corporation; or (g) amend, alter or repeal any resolution of the board of directors, which by its terms provides that it shall not be amended, altered or repealed by such committee.

Section 4.2. Executive Committee. The Executive Committee shall consist of the officers of the corporation as described in Article V of these bylaws and any additional at-large directors appointed by the board of directors, not to exceed five (5) total committee members. Each member so designated shall have voting rights on all items submitted to the committee. A quorum of the committee shall consist of not less than one-half of the total number of members. The Executive Committee shall have full power and authority to act in place of the board of directors at any time when the board is not meeting.

Section 4.3. Other Committees. The board of directors may appoint by resolution other committees that do not have and may not exercise the authority of the board of directors in the management of this corporation and may have members who are not directors.

Section 4.4. Term of Office. Each member of a committee continues to be a committee member until the next annual meeting of the board and until his or her successor is appointed, unless the committee is sooner terminated, or unless such member is removed from such committee, or unless such member ceases to qualify as a member of the committee.

Section 4.5. 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.

Section 4.6. Quorum. Unless otherwise provided in the resolution of the board of directors designating a committee, a majority of the whole committee constitutes a quorum and the act of a majority of the committee members present at a committee meeting with a quorum present is the act of the committee.

Section 4.7. Rulemaking. Each committee may adopt rules for its own government not inconsistent with these bylaws or with rules adopted by the board of directors.

ARTICLE V **OFFICERS**

Section 5.1. Officers. The officers of this corporation consist of a president, a vice president, a secretary/treasurer and such other officers as may be appointed by the board of directors from the members of the board in accordance with these bylaws. The board may appoint such other officers to have the authority and perform the duties prescribed by the board of directors from time to time. Any two or more offices may be held by the same person.

Section 5.2. Appointment and Term of Office. The officers of this corporation are appointed annually by the board of directors at the regular annual meeting of the board of directors. If the appointment of officers is not to be held at such meeting, such appointment must be held as soon as practical thereafter at a regular or special board meeting. New offices may be created and filled at any meeting of the board of directors. Each officer holds office until his or her successor has been duly appointed and qualified.

Section 5.3. President. The president is the chief executive officer of this corporation. The president has general active management of this corporation and presides at all meetings of the board of directors. The president may sign, with any other proper officer of this corporation authorized by the board of directors, any deeds, mortgages, bonds, contracts, or other instruments which the board has authorized to be executed, except in cases where the signing and execution of the instrument is expressly delegated by the board or by these bylaws or by statute to some other officer or agent of this corporation. In general, the president performs all duties incident to the office of president and such other duties as may be prescribed by the board of directors from time to time.

Section 5.4. Vice President. Any one or more Vice Presidents, if any, may be designated by the board of directors. During the absence or disability of the President, it shall be the duty of the Vice President, who shall be present at the time and able to act, to perform the duties of the President.

Section 5.5. Secretary/Treasurer. The secretary/treasurer in general performs all duties incident to the office of secretary and such other duties as from time to time are prescribed by the board of directors. The secretary/treasurer must record or cause to be recorded all proceedings of the board of directors in a book to be kept for that purpose, and certify such proceedings. The secretary/treasurer must also give or cause to be given notice of all meetings of the board in accordance with the Act and these bylaws. The secretary/treasurer is custodian of the corporate records of this corporation.

The secretary/treasurer in general also performs all duties incident to the office of treasurer and such other duties as from time to time are prescribed by the board of directors. The secretary/treasurer is responsible for ensuring that complete and accurate financial records for this corporation are prepared, and monies, drafts and checks in the name of and to the credit of this corporation are deposited in such banks and depositories as the board of directors designates from time to time.

Section 5.6. Resignation and Removal of Officers. An officer may resign at any time by delivering notice to this corporation. A resignation is effective when the notice is effective unless the notice specifies a future effective time. If a resignation is made effective at a future time accepted by the board, the board may fill the vacancy before the effective time if the board provides that the successor does not take office until the effective date. Any officer appointed by the board of directors may be removed at any time by the board of directors with or without cause.

Section 5.7. Vacancies. A vacancy in any office resulting from the death, resignation, removal, disqualification or otherwise of an officer may be filled by the board of directors for the unexpired portion of the term.

Section 5.8. Contract Rights of Officers. The appointment of an officer of this corporation does not itself create an employment relationship or any contractual rights between this corporation and the officer.

ARTICLE VI **INDEMNIFICATION**

Section 6.1. Indemnification.

(a) This corporation will and is obligated to, to the fullest extent permitted by law, as now enacted or hereafter amended (but in the case of any such amendment, only to the extent that such amendment permits this corporation to provide broader indemnification rights than said law permitted this corporation to provide prior to such amendment), indemnify every Indemnified Person against all Expenses and Liabilities. This provision is intended to satisfy the requirements for authorization referred to in Sections 854 and 856 of the Act.

(b) Upon or after incurring Expenses or Liabilities for which this Article provides indemnification, an Indemnified Person must submit an Indemnification Request to this corporation.

(c) This corporation will make a requested payment of Expenses or Liabilities within 10 days after a determination is made, in any manner consistent with the Act, that the indemnification of the Indemnified Person is mandatory under the Act or is permissible, which determination will be made within 90 days after this corporation's receipt of the Indemnification Request.

(d) If an Indemnified Person is entitled under this Article to indemnification by this corporation for some or a portion of the Expenses or Liabilities but not for all of the total amounts of the Expenses or Liabilities, this corporation indemnifies the Indemnified Person for the portion of the Expenses or Liabilities to which he or she is entitled.

(e) Notwithstanding anything to the contrary in this Article except Sections 6.3 and 6.4, this corporation does not indemnify any person for any Liabilities or Expenses incurred in connection with any Action initiated by or in the right of such person against this corporation unless the initiation was authorized by the board of directors or this corporation otherwise agreed to such indemnification.

6.2 Advancement of Expenses. Notwithstanding any other provision in these bylaws and without the determination required under Section 6.1(c), this corporation advances all reasonable Expenses incurred by an Indemnified Person in connection with any Action within 20 days after the receipt by this corporation of an Advance Request, whether before or after final disposition of this Action. This corporation's obligation to advance Expenses pursuant to this section is contingent only upon the Indemnified Person providing an Advance Request.

6.3 Enforcement. If a claim for indemnification is not paid in full by this corporation within 100 days after the receipt by this corporation of an Indemnification Request or if a claim for advancement of Expenses under this Article is not paid in full by this corporation within 20 days after the receipt by this corporation of an Advance Request, the Indemnified Person may, at any time thereafter, bring suit against this corporation seeking a writ of mandamus or other order that compels this corporation to pay any unpaid amount of the claim.

6.4 Expenses if Indemnification is Disputed. This corporation indemnifies the Indemnified Person against all Expenses incurred by the Indemnified Person in connection with any action between this corporation and the Indemnified Person involving the interpretation or enforcement of the rights of the Indemnified Person under this Agreement if the Indemnified Person is successful in whole or in part on the merits or otherwise in establishing the right to indemnification or to the advancement of Expenses.

6.5 Notice of Actions. The Indemnified Person must promptly notify this corporation in writing upon receipt or discovery of any Action Information, but the Indemnified Person's omission to so notify this corporation does not relieve this corporation of any liability that it may have to the Indemnified Person under this Article unless the omission materially prejudices the rights of this corporation, including without limitation, this corporation having lost significant substantive or procedural rights with respect to the defense of any Action. If the omission materially prejudices the rights of this corporation, this corporation is relieved of liability under this Article only to the extent of the prejudice suffered; and the omission does not relieve this corporation of any liability that it may have to the Indemnified Person otherwise than under this Article.

6.6 Defense of Claims. This corporation is entitled to participate at its own expense in any Action of which it has notice. This corporation, jointly with any other indemnifying party similarly notified of any Action, is entitled to assume the defense of the Indemnified Person, with counsel reasonably satisfactory to the Indemnified Person. After notice from this corporation to the Indemnified Person of its election to assume the defense of the Indemnified Person in any Action, this corporation is liable to the Indemnified Person under this Article for any Expenses subsequently incurred by the Indemnified Person in connection with the defense thereof, except as otherwise provided below. The Indemnified Person has the right to employ his or her own counsel in any such Action but the fees and expenses of that counsel incurred after notice from this corporation of its assumption of the defense thereof is at the expense of the Indemnified Person unless: (a) the employment of counsel by the Indemnified Person is authorized by this corporation; or (b) this corporation has not, in fact, employed counsel to or cannot in good faith without conflict assume the defense of the Indemnified Person in such Action or such counsel has not, in fact, assumed the defense; in each of which case the fees and expenses of the Indemnified Person's counsel will be advanced by this corporation. This corporation indemnifies the Indemnified Person for any Expenses incurred by the Indemnified Person after this corporation's assumption of the defense if those Expenses were incurred by the Indemnified Person in connection with the Indemnified Person's participation in any manner in the defense at the request of this corporation.

6.7 Non-Exclusivity. The rights of indemnification and advancement of Expenses contained in this Article are not exclusive of any other rights to indemnification or similar protection to which any Indemnified Person may be entitled under any agreement, vote of disinterested directors, insurance policy, or otherwise.

6.8 Heirs and Beneficiaries. The rights created by this Article inures to the benefit of each Indemnified Person and each heir, executor, personal representative, and administrator of each Indemnified Person.

6.9 Effect of Amendment. Neither the amendment, modification, nor repeal of this Article nor the adoption of any provision in these bylaws inconsistent with this Article adversely affects any right or protection, including advancement of Expenses, of an Indemnified Person with respect to any act or omission that occurred before the time of such amendment, modification, repeal, or adoption. This corporation must give notice to all directors and officers of this corporation of any amendment, modification, or repeal of this Article, the adoption of any other bylaw provision inconsistent with this Article, or any change in the indemnification or elimination of liability provisions of the Act within 90 days of such event.

6.10 Subrogation. In the event of any payment under this Article, this corporation is subrogated to the extent of such payment to all of the rights of recovery of the Indemnified Person, who will execute all papers required and take all actions necessary to secure such

rights for this corporation, including the execution of such documents as are necessary to enable this corporation to bring suit to enforce such rights.

6.11 Definitions. For purposes of this Article, the following terms have the following meanings:

(a) “Action” means any threatened, pending, or completed action, suit, or proceeding, whether civil, legislative, criminal, administrative, or investigative and whether formal or informal and whether by or in the right of this corporation or otherwise.

(b) “Action Information” means any summons, citation, subpoena, complaint, indictment, information or other document with which an Indemnified Person is served or which such Indemnified Person otherwise obtains and that relates to any Action or matter that may be subject to indemnification against Liabilities or Expenses or to advancement of Expenses under this Article.

(c) “Advance Request” means a statement submitted to this corporation by an Indemnified Person that:

(1) requests an advance of funds to pay for or reimburse Expenses incurred by the Indemnified Person,

(2) reasonably details the Expenses for which payment is requested,

(3) affirms the good faith belief of the Indemnified Person that he or she has met the relevant standard of conduct under the law or that the Action involves conduct for which liability has been eliminated under a provision of the Articles of Incorporation of this corporation as authorized by Section 202(2)(d) of the Act (this corporation shall accept such affirmation at face value without contest), and

(4) contains a Repayment Undertaking.

(d) “Expenses” means all expenses incurred by an Indemnified Person in connection with an Action, including attorneys’ fees and billed costs.

(e) “Indemnification Request” means a statement submitted to this corporation by an Indemnified Person that:

(1) requests payment of or reimbursement for Expenses or Liabilities incurred by the Indemnified Person, and

(2) reasonably details the Expenses or Liabilities for which payment is requested.

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(f) “Indemnified Person” means a person who is or was a party or who is or was involved (as a witness or otherwise) or is or was threatened to be made a party to or with involvement in (as a witness or otherwise) any Action, by reason of the fact that such person is or was a director or officer of this corporation or who, while a director or officer of this corporation, is or was serving on behalf of or at the request of this corporation as a director, officer, partner, employee, agent, trustee, plan administrator or plan fiduciary of another domestic or foreign corporation, partnership, subsidiary, joint venture, limited liability company, trust, employee benefit plan, nonprofit organization, or other entity. Director or officer includes, unless the context requires otherwise, the estate or personal representative of a director.

(g) “Liabilities” means judgments, fines (including excise taxes assessed with respect to an employee benefit plan), penalties, and amounts paid in settlement (whether with or without court approval) or other disposition that the Indemnified Person actually and reasonably incurs in connection with an Action.

(h) “Repayment Undertaking” means the Indemnified Person’s written undertaking of an unlimited general obligation to repay any funds advanced if the Indemnified Person is not entitled to mandatory indemnification under the Act and it is ultimately determined that the Indemnified Person has not met the relevant standard of conduct and thus is not entitled to indemnification (such undertaking need not be secured and must be accepted without reference to the ability of the Indemnified Person to make payment).

ARTICLE VII

CONTRACTS, CHECKS, DEPOSITS AND FUNDS

Section 7.1. Contracts. The board of directors by resolution may authorize an officer or officers of this corporation to enter into any contract or execute and deliver any instrument in the name of and on behalf of this corporation, and such authority may be general or confined to specific instances.

Section 7.2. Checks, Drafts, etc. All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of this corporation, must be signed by such officer or officers, agent or agents of this corporation and in such manner as from time to time determined by resolution of the board of directors. In the absence of such determination by the board of directors, such instruments must be signed by an officer of this corporation.

Section 7.3. Deposits. All funds of this corporation shall be deposited from time to time to the credit of this corporation in such banks, trust companies or other depositories as the secretary/treasurer may select.

Section 7.4. Gifts. The board of directors may accept on behalf of this corporation any contribution, gift, bequest or devise for the general purposes or for any special purpose of

this corporation not inconsistent with the purposes as specified in the articles of incorporation.

ARTICLE VIII
BOOKS AND RECORDS

Section 8.1. Record Keeping. This corporation must keep correct and complete books and records of account and shall also keep minutes of the proceedings of its board of directors and committees having any of the authority of the board of directors.

Section 8.2. Inspection by Directors. A director of this corporation, or his or her agent or attorney, is entitled to inspect and copy the books, records, and documents of this corporation at any reasonable time to the extent reasonably related to the performance of the director's duties as a director, including duties as a member of a committee, but not for any other purpose or in any manner that would violate any duty to this corporation.

ARTICLE IX
CORPORATE SEAL

Section 9.1 This corporation does not have a corporate seal.


ARTICLE IX
WAIVER OF NOTICE

Section 10.1. Whenever any notice is required to be given under the provisions of the Act or under the provisions of the articles of incorporation or the bylaws of this corporation, a written waiver of notice signed by the person or persons entitled to such notice, whether before or after the time stated therein, is effective to waive such notice.

ARTICLE XI
AMENDMENTS TO BYLAWS

Section 11.1. These bylaws may be amended or repealed and new bylaws may be adopted by a majority of the directors present at any regular meeting or at any special meeting, if at least two days' written notice is given of intention to amend or repeal or to adopt new bylaws at such meeting.

Adopted this 15th day of January, 2013.



Kevin Conh, Secretary/Treasurer