

AMENDED AND RESTATED BYLAWS OF
THE WISCONSIN DELLS VISITOR AND CONVENTION BUREAU, INC.

The effective date of these Amended and Restated Bylaws (hereinafter the "Bylaws") is January 1, 2022 (the "Effective Date").

ARTICLE I
Name, Principal Office, Purpose and Restrictions

1.01 Name. The name of the corporation is "The Wisconsin Dells Visitor and Convention Bureau, Inc." (hereinafter the "Bureau").

1.02 Principal Office. The Bureau's Board of Directors (the "Board") shall determine the location of the principal office of the Bureau.

1.03 Purpose. The purpose of the Bureau shall be to:

- a. Promote the Wisconsin Dells-Lake Delton area as a major recreational/tourist destination;
- b. Provide prompt and courteous service to area visitors; and
- c. Provide information to the public on tourism-related businesses in the Wisconsin Dells/Lake Delton area.

1.04 Restrictions. All policies and activities of the Bureau shall be consistent with:

- a. The provisions of The Wisconsin Non-Stock Corporation Law (Chapter 181 of the Wisconsin Statutes);
- b. Applicable federal, state and local antitrust and trade regulation laws;
- c. Applicable tax-exemption requirements including that no part of the Bureau's net earnings inure to the benefit of any private individual; and
- d. All other legal requirements to which the operations of the Bureau are subject.

ARTICLE II
Partners and Tourism Affiliates

2.01 Partnership Qualifications. The Bureau offers two (2) levels of Partnership as follows:

- a. Supplier Partner – A fee paying Partner engaged in business to business (B2B) and/or wholesale business. Businesses may apply to become Supplier Partners with no limits to their geographical location.
- b. Marketing Partner – A fee paying Partner whose products and/or services are sought by transient visitors and/or groups. Marketing Partners are offered a variety of levels of progressively increasing benefits and fees established by the Board. Marketing Partners (except for businesses providing overnight accommodations such as hotels, campgrounds, rental homes, etc.) must be located within 25 miles of Interstate 90/94 Exits 87 or 92. Businesses providing overnight accommodations must be located in a municipality that collects and remits a room tax to the Bureau. Major regional attractions located outside the 25-mile radius of Interstate 90/94 Exits 87 or 92 may also apply to be a Marketing Partner; however, any such application is subject to Board approval by at least 70% of the Board Members in attendance at a regular or special meeting at which such matter is taken up.

Except as specifically provided above in Section 2.01b, with regard to certain Marketing Partner applications, all applications for partnership in the Bureau shall be subject to approval by a majority vote of the Board taken at a meeting at which a quorum is present.

Supplier Partners and Marketing Partners may be referred to collectively herein as "Partners".

2.02 Tourism Affiliates. The Bureau, at its discretion, may offer certain rights from time to time (for example: simple listings on the Bureau's website), to businesses that are not Partners, but whose products and/or services are sought by transient visitors and/or groups, and whose businesses have a physical location in a municipality that collects and remits a room tax to the Bureau. Such businesses may be referred to herein as "Tourism Affiliates". Tourism Affiliates shall not be considered Partners.

2.03 Partner's Rights. Each Partner in good standing of the Bureau may be entitled to the rights, benefits, and privileges which the Bureau may make available from time to time, subject to specific policies. The Bureau shall, at least annually, provide to all Partners a schedule of all rights, benefits and privileges that are available to Supplier Partners and to each level of Marketing Partners, as determined by the Board.

2.04 Partner in Good Standing. A Partner shall be considered to be "in good standing" if, and only if:

- a. The Partner is in compliance with these Bylaws, including any amendments that may be adopted from time to time;
- b. The Partner is in compliance with any and all applicable rules, regulations or policies adopted by the Bureau's Board from time to time;
- c. The Bureau's Board has accepted the Partner's current annual Partnership Agreement; the Board may reject any Partnership Agreement for any reason but shall not discriminate on the basis of race, color, religion, or as otherwise prohibited by applicable law; and
- d. The Partner is current with all partnership fees (if applicable) and all other financial obligations to the Bureau.

Any Partner which fails to satisfy all of the above-stated conditions may be determined not to be in good standing by the Bureau's Board or a committee duly designated by the Board pursuant to Section 2.05 of these Bylaws.

2.05 Effect of a Partner Not Being in Good Standing.

- a. Possible Sanctions. A Partner determined not to be in good standing based upon the criteria set forth in Section 2.04, may have its partnership in the Bureau suspended for a period of time, may have its partnership in the Bureau terminated, or may be subject to other sanctions deemed appropriate by the Board or a duly designated committee (including, without limitation, suspension or termination of one or more of the rights referenced in Section 2.03, monetary penalties, and/or public or private reprimands).
- b. Partner Benefits Suspension. Once the Board or a duly designated committee determines that any of the partnership benefits referenced in Section 2.03 should be suspended, the applicable Partner shall be given written notice by the President/CEO. Said notice shall state the specific benefits that are to be suspended, the reason for such suspension, the date the suspension will take effect and the length of the suspension and/or other conditions that must be satisfied for the suspension to be lifted.
- c. Partnership Termination and other Sanctions. Before final action is taken by the Board or a duly designated committee with regard to the termination of any Partner's partnership in the Bureau, or with regard to any other sanctions (not including suspension of any benefits referenced in Section 2.03), the applicable Partner shall be given not less than fifteen (15) days advance written notice. Said notice shall state the charges against the Partner as well as any proposed sanctions, and the date, time and place of the meeting at which final action will be taken by the Board or a duly designated committee. The Partner shall be given an opportunity to present a defense in person at the meeting or the Partner may submit a written statement to the Board. The Board or duly designated committee shall consider the information (if any) presented by the Partner when it takes its final action.

2.06 Reinstatement. Any Partner which has its partnership in the Bureau suspended, or which has any of the rights referenced in Section 2.03 suspended shall, at the time of such suspension, be given by the Board or the duly designated committee or person, written notice of the time at which and the conditions under which the partnership or rights of the suspended Partner may be reinstated. Upon a presentation/notification to the Board or duly authorized Bureau representative (in the case of a policy violation) by the suspended Partner of evidence that it has satisfied the conditions for reinstatement (including the passage of the applicable amount of time), the Board or duly authorized Bureau representative (in the case of a policy violation) shall determine if said conditions have been satisfied and if reinstatement is appropriate, considering all circumstances. The decision of the Board or duly authorized Bureau representative shall be

final. If the Board denies any request for reinstatement, the suspended Partner may reapply for reinstatement at a future date set by the Board, or if no date is set by the Board, at its next or any future regularly scheduled meeting. Any Partner whose partnership is terminated pursuant to Section 2.05 shall not be entitled to reinstatement but may apply for partnership in the Bureau as a new Partner; however, a terminated Partner's previous actions may be taken into consideration when a terminated Partner applies for partnership.

2.07 Resignation. Any Partner may withdraw from the Bureau by giving reasonable advance written notice to the Bureau, stating the date the resignation shall become effective. A withdrawing Partner shall not be entitled to a refund of any amounts previously paid to the Bureau and shall remain liable for any and all amounts owed to the Bureau at the time the withdrawal becomes effective.

2.08 Partner Obligation to Follow Bureau Rules. These Bylaws constitute a binding legal agreement between the Bureau and its Partners that may be supplemented by amendments, as well as rules, regulations and policies, adopted by the Board. Each Partner of the Bureau agrees to be bound by these Bylaws and any amendments thereto, as well as any rules, regulations or policies adopted by the Board.

2.09 Code of Conduct. A Bureau Partner shall not do anything that is detrimental to the Bureau or to any other Bureau Partners. The Board, when considering acceptance of a partnership application, may take into account prior actions of the business applying for partnership that would be considered in violation of this policy.

ARTICLE III Partnership Fees

3.01 Partnership Fee Amount. Each year the Board shall review the level of fees being offered at such time, and set all fee amounts for the upcoming Partnership year.

3.02 Delinquencies. Any Partner of the Bureau that is delinquent in the payment of partnership fees, or any other amounts owed to the Bureau, shall be assessed interest on such delinquent amounts at the rate of 1½% per month (calculated on a monthly basis) until the delinquency is fully paid. The assessment of interest on delinquent amounts is in addition to any suspension or termination of partnership or any other sanctions which the Bureau may take pursuant to Section 2.05.

3.03 Partnership Agreements. All partnerships in the Bureau shall be on a year-to-year basis and must be renewed each calendar year as described herein. In order for a business to initially become a Partner, such business must first enter into a Partnership Agreement (a "Partnership Agreement") with the Bureau. The amount (if any) of partnership fees owed to the Bureau by the Partner shall be set forth in the Partnership Agreement. The Bureau's decision to accept or to decline to enter into a Partnership Agreement with any business applying to be a new Partner or with any business wishing to renew its partnership, shall be within the sole and absolute discretion of the Board, provided the Bureau shall not discriminate on the basis of race, color, religion or as otherwise prohibited by applicable law. The Board, when considering whether to accept any Partnership Agreement may take into account any matters that the Board deems to be applicable, including but not limited to, prior actions of a new applicant for partnership or an existing Partner that would be considered in violation of the Code of Conduct set forth in Section 2.09.

3.04 Payment Schedules. The schedules for the payment of partnership fees shall be set by the Board and shall be reflected on the applicable Partnership Agreement.

3.05 Non-payment of Fees & Termination. A Supplier or Marketing Partner may be terminated at the recommendation of the President/CEO and approval of the Board as the result of non-payment of any fees owed to the Bureau.

ARTICLE IV Meetings of Partnership

4.01 Annual Partnership Meeting. There shall be an annual meeting of the Partners of the Bureau. The Executive Committee shall set the place and date of the annual meeting. At the annual meeting, the President/CEO and Board Chair shall report to the Partners on the activities of the Bureau.

4.02 Notice. Notice of the annual meeting of the Partners shall be given at least seven (7) days prior to the date set for such meeting. Such notices shall be in writing and either personally delivered, sent to each Partner by first class mail addressed to the Partner's designated address, or sent electronically. Each such notice shall state the date, time, and location of the meeting.

4.03 Location of Partnership Meetings. All meetings of the Partners of the Bureau shall be held at a location determined by the Executive Committee. Unless determined otherwise by the Board, partnership meetings will be held within a twenty-five (25) mile radius of Interstate 90/94 Exits 87 or 92.

ARTICLE V Board of Directors

5.01 Authority of Board. The Board is the governing body of the Bureau and has authority over and shall supervise, control, and direct the Bureau's property, activities, and concerns. The Board may delegate specific management functions to committees, Officers, or employees of the Bureau; however, the Board shall retain overall responsibility for and authority over all committees, Officers, and employees and shall be primarily responsible for the ultimate direction of the Bureau. The Board is specifically authorized to adopt such rules, regulations, and policies, which shall not be inconsistent with these Bylaws, and which the Board deems to be necessary and appropriate from time to time. Such rules, regulations, and policies shall be binding on all Partners of the Bureau. The Board shall, from time to time, publish and circulate to all Partners of the Bureau all rules and regulations and policies that it has adopted, and which remain in force and effect.

5.02 Number and Composition. The Board, as of the Effective Date, shall consist of eleven (11) members. Ten (10) of the members shall be elected by the then current Board prior to the Effective Date. After the Effective Date as Directors terms expire, the then existing Board shall fill each such expiring Board seat by majority vote. The eleventh (11th) Director shall be the President/CEO of the Bureau. The members of the Board shall be referred to collectively herein as the "Directors" or "Board Members" or individually, a "Director" or "Board Member". Only owners, managers and employees of Marketing Partners shall be eligible to serve as elected Directors, and the composition of the ten elected Directors shall include at least one representative from each of the following business categories: 1. Attraction, 2. Accommodation/ Campground, 3. Restaurant/Bar, and 4. Retail. At any time, of the ten elected Directors, no more than two of the Directors may be owners, managers, or employees of a specific Marketing Partner or of any related business which is also a Marketing Partner. For purposes of these Bylaws, a related business includes any business that has any type of common ownership or common management with another business.

5.03 Terms of Office for the Elected Directors. Each of the ten elected Directors shall be elected to a term of three years. Each such elected Director's term shall commence on January 1 of the Partnership year after the Director is elected and shall end three years thereafter. Any Director appointed because of a vacancy as described in Section 5.05 shall serve until the expiration of the term of the Director being replaced. There is no limit on the number of times any Director may be re-elected or on the number of terms any Director may serve.

5.04 Election of Directors. The method of electing Directors as their three-year terms expire shall be as follows:

- a. The Bureau will announce any upcoming vacancy in the Board to its Marketing Partners prior to the expiration of each Director's term.
- b. Interested individuals who are owners, employees or otherwise affiliated with any Marketing Partner may complete an application for the applicable Board seat and submit it to the Bureau by August 1.
- c. All applications received will be compiled and submitted over to the Board Nominating Committee for review.
- d. A slate of nominees shall be prepared for each Board seat that will be up for election by the Board Nominating Committee.
- e. The Board Nominating Committee shall submit all nominations for the Board seats that will be up for election to the Bureau Staff/CEO no later than September 1.
- f. The Board, at its September meeting, shall conduct a vote to fill each Director's seat that is up for election from the slate forwarded by the Board Nominating Committee.

5.05 Vacancies. If an elected Director resigns, is removed, or for any other reason is unable to complete his/her term on the Board (a "Vacancy"), the Board Chair shall appoint a person to fill the Vacancy and to serve the remaining portion of the term, provided that each such appointment must be approved by at least two-thirds (2/3) of the entire Board before each such appointment becomes effective. If any person so appointed by the Board Chair is not approved by the Board at its next regularly scheduled meeting, the Board Chair shall appoint another person to fill the Vacancy. This procedure shall continue until the Vacancy is filled.

5.06 Board Meetings.

- a. Regular meetings of the Board shall be held on the third (3rd) Tuesday of every other month plus October, beginning in January of 2022; however, the Board at any regularly scheduled meeting or any special meeting may change the date of any future meeting or may cancel a regular meeting. The Board Chair shall also have authority to change the date of any future meeting to a date more convenient for the Board. Special meetings of the Board may be called by any Officer of the Bureau or by any two (2) Directors. The Board Chair or in his/her absence, the Board Vice Chair, shall preside at all Board meetings. If both the Board Chair and Board Vice Chair are absent, the Board may elect a temporary Chair, whose sole authority shall be to preside at that meeting. Unless specifically stated otherwise in these Bylaws, all actions of the Board shall be by majority vote of those Directors present at the meeting.
- b. Marketing Partners may request an item be placed on a future Board agenda by contacting the President/CEO or the Board Chair. If the item brought forward by the Marketing Partner is placed on the Board agenda, the Partner(s) making the request will be invited to participate in the Board meeting during the time that agenda item is discussed. Except as provided above, only the Directors and any other persons who are specifically requested by the Board, may participate in the Board's meetings. Any other persons attending a Board meeting shall not be permitted to participate in the meeting without the Board's consent.
- c. The Board may meet in executive session at such times as may be called by the Board Chair, or in the absence of the Board Chair by the presiding Officer, under the following circumstances: (a) on the advice of counsel, (b) to discuss pending or threatened legal matters involving the Bureau, (c) to discuss or act on personnel issues, (d) to discuss matters that the Board feels the need to remain confidential, or (e) to address such other matters as the Board deems appropriate. At the option of the Board Chair or other presiding Officer, or upon a majority vote of those Directors present at the meeting, an executive session of the Board may be called in compliance with applicable law.
- d. While in executive session, only Board Members and individuals invited by the Board Chair or another presiding Officer may be present. Board Members may discuss the business conducted in an executive session only with other Board Members, any other persons as directed by the Board Chair or other presiding Officer, persons present in the executive session by invitation and others upon advice of counsel. Those present at any executive session shall be reminded that the executive session deliberations and minutes are confidential.
- e. Minutes of Board meetings shall be published and distributed to Partners via the Partner Newsletter and PartnersNet.

5.07 Notice of Board Meetings. Notice of any regular meeting of the Board shall be given at least seven (7) days prior to the meeting. Notice of any special meeting of the Board shall be given at least twelve (12) hours prior to the time set for the meeting. Notices of Board meetings may either be in writing or by telephone. Written notices shall be personally delivered, sent by first class mail addressed to the Director's designated address or sent electronically. Notices shall indicate the time and location of the meeting. Notices need not indicate the purpose or the business to be transacted at the meeting. Notwithstanding the foregoing, a meeting of the Board may be held, and action may be taken thereat without such notice being given if all Directors either sign a written waiver prior to or after the meeting or are present at the meeting, which shall be deemed equivalent to signing a waiver.

5.08 Location of Board Meetings. All meetings of the Board shall be at the Bureau's main office unless the person(s) calling the meeting or the Board Chair elect(s) to have a meeting at another location.

5.09 Quorum. The presence in person, via telephone or by any other electronic means permitted by the Wisconsin Statutes, of a majority of the number of Directors then in office and entitled to vote shall constitute a quorum for the transaction of business. If a quorum is not present, a lesser number may adjourn the meeting to a later date, not more than ten (10) days later.

5.10 Removal. Any one or more of the Directors may be removed for cause at any time by a vote of at least seventy percent (70%) of the full Board, at any regular or special meetings. A Director may be removed from the Board for cause because of:

- a. Negligence in the performance of his/her Board duties or responsibilities.

- b. Failure to attend Board meetings regularly.
- c. Illegal activity by the Director.
- d. Acting in any manner deemed by the Board, in its discretion, to be detrimental to the Bureau.

5.11 Resignation. Any Director may resign from the Board by submitting a written notice of resignation to the President/CEO. Any such resignation shall be effective upon notification to the Board.

5.12 No Compensation. The ten elected Directors shall not be entitled to compensation from the Bureau for serving as Directors, however, they may be entitled to reimbursement for expenses incurred in performing their duties as Directors, as determined by the Executive Committee.

ARTICLE VI Officers

6.01 Number. The Bureau shall have three (3) officers. The three (3) officers may be referred to collectively herein as "Officers" or individually as an "Officer". The Officers of the Bureau shall be the Board Chair, the Board Vice Chair, and the Secretary/Treasurer.

6.02 Qualifications. Officers must be Directors affiliated with Marketing Partners that are in good standing. No person may hold more than one office at the same time. There shall be no limit on the number of times any Officer may be re-elected, or the number of terms any Officer may serve.

6.03 Election and Term of Office. Officers shall be elected by a majority vote of the Board Members present and voting at the November Board meeting. The election of Officers shall be by written ballot, unless only one Board Member is running for a particular office, in which case the election may be by majority voice vote or show of hands. Each Officer shall begin their term as of January 1 of the year following their election and shall hold office for a term of one year and until his/her successor has been elected.

6.04 Duties of Officers. The duties and powers of the Officers shall be as follows:

- a. Board Chair. The Board Chair shall preside at the meetings of the Partners, meetings of the Board, and meetings of the Executive Committee. The Board Chair shall set the agenda for Board meetings and shall generally oversee the smooth and effective operation of the Board. In addition, the Board Chair shall have such other duties and authority as is set forth in these Bylaws and as may be directed by the Board.
- b. Board Vice Chair. In the absence of the Board Chair, the Board Vice Chair shall preside at all partnership, Board and Executive Committee meetings. The Board Vice Chair shall chair the Nominating Committee. The Board Vice Chair shall perform such other duties as may be assigned by the Board Chair or the Board.
- c. Secretary/Treasurer. It shall be the duty of the Secretary/Treasurer to keep or delegate the keeping of records of all meetings of the Partners, the Board, and all committees. The Secretary/Treasurer shall also be the chief financial officer of the Bureau. The Secretary/Treasurer shall generally oversee the Bureau's financial functions, although the Bureau's day-to-day financial functions shall be delegated to the Bureau's staff and accountants. The Secretary/Treasurer shall chair the Finance Committee. In addition, the Secretary/Treasurer shall perform such other duties as may be directed by the Board.

6.05 Vacancies. Any vacancy in any office other than the office of Board Chair shall be promptly filled by an appointment made by the Board Chair; however, all such appointments must be ratified by a majority vote of the entire Board. Persons appointed to fill vacancies in any office shall serve the remainder of the regular term of that officer.

Any vacancy in the office of Board Chair shall be filled by the Board Vice Chair, unless there is no Board Vice Chair, in which case the vacancy in the office of Board Chair shall be filled by a majority vote of the entire Board.

6.06 Removal. Any Officer may be removed from office upon a vote of at least seventy percent (70%) of the entire Board.

ARTICLE VII Committees

7.01 Committee Appointments. Members of all committees, who shall be Marketing Partners of the Bureau, shall be recommended by the Committee Chairs and are subject to ratification by the Board. The WDVCB President/CEO shall be a voting member of all committees. The terms of all committee members shall be concurrent with the terms of the Officers as set forth in Section 6.03 and shall expire when new Officers are elected each November.

7.02 Executive Committee. Notwithstanding Section 7.01, the Executive Committee shall consist of:

- a. The three Officers of the Bureau;
- b. The chairperson of the Marketing Committee; and
- c. The President/CEO of the Bureau.

If the Marketing Committee chairperson is also an Officer, the Board Chair, subject to approval of the Board, shall appoint an additional Board member to the Executive Committee. The Executive Committee shall act in place and stead of the Board between Board meetings on all matters except those specifically reserved for the full Board by these Bylaws. The Executive Committee shall report its actions to the Board by mail, electronically, or at the next Board meeting. The presence of at least three (3) members of the Executive Committee at any meeting shall constitute a quorum, and all actions shall be by majority vote of those members present at a meeting.

7.03 Other Standing Committees. Each year after his/her election, the Board Chair, as described in Section 7.01, shall appoint the following committees (the "Standing Committees") to consist of as many members as the Board Chair deems advisable.

- a. Finance Committee;
- b. Marketing Committee;
- c. Workforce Development Committee;
- d. Tourism Economic Development Committee; and
- e. Board Nominating Committee.

The duties of each committee shall be prescribed by the Board and may be changed from time to time. The Board may create additional Standing Committees or may abolish any of the above-stated Standing Committees, as it deems advisable and prudent.

7.04 Special Committees and Subcommittees. The Board Chair may, at any time, appoint other committees ("Special Committees") on any subject for which there are no Standing Committees. Any Standing Committee or Special Committee may appoint subcommittees ("Subcommittees") if deemed necessary or appropriate.

7.05 Authority of Committees. The actions/recommendations of all Standing Committees, all Special Committees and all Subcommittees shall be subject to the ratification of the Board. Actions of the Executive Committee, with the exception of financial matters which have an aggregate impact on the Bureau's budget of less than \$250,000 during any particular fiscal year, shall not be subject to ratification of the Board.

7.06 Meetings and Operations. The meetings and operations of all Standing Committees, Special Committees and Subcommittees shall be consistent with the requirements set forth in Sections 5.07 through 5.09. The time of the meetings of each Standing Committee, Special Committee or Subcommittee shall be set by the applicable committee or its chairperson.

Except when a Standing Committee, Special Committee or Subcommittee meets in executive session, as provided herein, meetings of any such committee shall be open to the Marketing Partners of the Bureau. Only persons who are specifically requested by the Committee Chair may participate in the Committee meeting. Any other persons attending a Committee meeting shall not be permitted to participate in the meeting without the Committee Chair's consent.

An executive session of a committee may be called by the committee's chairperson or in the absence of the chairperson by the presiding committee member, under the following circumstances: (a) on the advice of counsel, (b) to discuss matters that the committee feels need to remain confidential, or (c) to address such other matters as the committee deems appropriate. At the option of the committee chairperson or other presiding committee member, or upon a majority vote of a committee, an executive session of a committee may be called in compliance with applicable law.

While in executive session, only committee members and individuals invited by the committee chairperson or other presiding committee member may be present. Committee members may discuss the business conducted in an executive session only with other committee members, any other persons as directed by the committee chairperson or other presiding committee members, persons present in the executive session by invitation and others upon advice of counsel. Those present at any executive session shall be reminded that the executive session deliberations and minutes are confidential.

7.07 Terms of Committees. The members of each Standing Committee shall serve from the time they are appointed by the Board Chair until new committee appointments are made following the election of the Board Chair the following year. The term of each Special Committee and Subcommittee shall not exceed one year, unless approved by the Board.

ARTICLE VIII

Contracts/Leases, Loans, Payments and Deposits

8.01 Contracts/Leases. The Board may authorize any Officer or Officers, agent or agents to enter into any contract/lease or execute and deliver any instrument in the name of and on behalf of the Bureau and such authorization may be general or confined to specific instances.

8.02 Loans. No loans shall be contracted on behalf of the Bureau and no evidences of indebtedness shall be issued in the Bureau's name unless authorized by or under the authority of a resolution of the Board. Such authorization may be general or confined to specific instances.

8.03 Payments. All types of payments (checks, EFT's, ACH Transfers, drafts, transfers or other orders for payment) shall be issued in the name of the Bureau and in such manner as shall from time to time be determined by or under the authority of a resolution of the Board.

8.04 Deposits. All funds of the Bureau not otherwise employed shall be deposited from time to time to the credit of the Bureau in such banks, trust companies or other depositories as may be selected by or under the authority of the Board.

8.05 Check Signing. Two (2) signatures are required on all checks or electronic payment voucher approval forms of the Bureau over \$1,000, and at least one of the signatures must be that of the Board Chair, Board Vice Chair, Secretary/Treasurer or person designated by the Board Chair. All checks or electronic payment voucher approval forms signed by such a designated person shall also require the initials of the Secretary/Treasurer. Payroll checks and other checks in an amount of under \$1,000 shall only require the signature of the President/CEO or any one of the persons listed above.

ARTICLE IX

Fiscal Year and Membership Year

9.01 Fiscal Year. The Bureau's fiscal year shall be the calendar year commencing on January 1 and ending on December 31.

9.02 Partnership Year. Each Partner's annual partnership in the Bureau, and the Bureau's Partnership Agreement, shall also run for the calendar year.

ARTICLE X

Administrative Organization

10.01 President/CEO. The Bureau shall employ a "President/CEO" who shall be responsible for:

- a. Overseeing the day-to-day operations of the Bureau in conformance with the policies and procedures adopted by the Board;
- b. Supervising and delegating duties to the Bureau's personnel as prescribed and directed by the Board;

- c. Carrying out the policies and procedures of the Bureau as directed by the Board and as set forth in the Bureau's policy manual;
- d. Directing and supervising the Bureau's marketing programs and activities;
- e. Reporting to the Board and the Executive Committee on the operations of the Bureau at their respective meetings; and
- f. Performing such other duties and functions as the Board may direct.

The President/CEO shall report directly to the Board Chair with regard to day-to-day matters, but shall take primary direction from the Board, except for matters that the Board delegates to the Executive Committee or the Board Chair.

The President/CEO shall not be a Partner of the Bureau and shall not have any direct or indirect business dealings with the Bureau unless specifically authorized or approved by the Board.

The Executive Committee shall set the terms of the President/CEO's compensation, benefits, and other employment-related matters.

ARTICLE XI Indemnification

11.01 Indemnification. The Bureau shall indemnify each Director and Officer of the Bureau as well as the President/CEO of the Bureau, against reasonable expenses and against liability incurred in any proceeding in which such Director, Officer, or the President/CEO was a party because he or she was a Director, Officer, or President/CEO of the Bureau. The indemnification shall be in accordance with the provisions of Wisconsin Statute secs. 181.0871 through 181.0889, as such sections may be amended or renumbered from time to time. These indemnification rights shall not be deemed to exclude any other rights to which a Director, Officer, or President/CEO may otherwise be entitled. The Bureau shall indemnify any employee who is not a Director, Officer, or President/CEO of the Bureau to the extent the employee has been successful on the merits or otherwise in defense of a proceeding, for all expenses incurred in the proceeding if the employee was a party because he or she was an employee of the Bureau. If the Bureau indemnifies or advances expenses to a Director, Officer, or President/CEO pursuant to Wisconsin Statutes secs. 181.0872, 181.0874, 181.0877, 181.0879, 181.0881 or 181.0889, the Bureau shall report the indemnification or advance in writing to Board Members with or before the notice of the next Board meeting.

ARTICLE XII Amendment of Bylaws

12.01 Amendment. These Bylaws may be altered, amended, or repealed and new Bylaws may be adopted only by the Board of Directors of the Bureau. All proposed amendments must be submitted in writing to the Board and must be approved by at least 70% of the Board in order to become effective.

ARTICLE XIII Parliamentary Authority and Interpretation

13.01 Parliamentary Authority. The parliamentary authority for all meetings of the Bureau's Partners, Board, and committees shall be Robert's Rules of Order.

13.02 Interpretation. These Bylaws shall be interpreted pursuant to the Wisconsin Non-Stock Corporation Law, Chapter 181 of the Wisconsin Statutes, as said Chapter 181 may be amended from time to time.