

# THE DE PERE GREENWOOD CEMETERY ASSOCIATION

## BY-LAWS

Formed September 29<sup>th</sup>, 1859  
Approved and Recorded October 1<sup>st</sup>, 1859  
Amended October 22<sup>nd</sup>, 1860  
Revised May 23, 1902  
Amended January 4<sup>th</sup>, 1902  
Amended March 19<sup>th</sup>, 1936  
Revised and Replaced February 12<sup>th</sup>, 2018

- I. **Name of the Association** – The Association is to be known as the De Pere Greenwood Cemetery Association.
- II. **History of the Association** – The De Pere Greenwood Cemetery Association was established September 29<sup>th</sup>, 1859 and recorded October 1, 1859. A copy of the of these records can be obtained on the Cemetery website, Brown County Courthouse, or by written request. The Association By-Laws were repealed and replaced Feb12, 2018.
- III. **Purpose of the Association** – The purpose of the Association shall be:
  - a. The organization, administration and operation of the De Pere Greenwood Cemetery in accordance with Section 157 Section II of the Wisconsin Statutes. Lot ownership and burial are open to anyone who abides by the By-Laws and Rules and Regulations of the De Pere Greenwood Cemetery Association.
  - b. To provide care and maintenance of the De Pere Greenwood Cemetery to insure its beauty, history, productivity, and accessibility of the living for properly identifying and honoring our deceased for all time.
- IV. **Purpose of the By-Laws** – The purpose of the By-Laws shall be:
- V. To act as a guideline for the Board of Trustees. As the needs or the Association change, the By-Laws can be changed or amended in order that the Association, through the board of Trustees, may continue to perform its duties in an effective manner. The Annual Meeting or a Special Meeting called for that purpose shall be the time and place for amending the By-Laws.
- VI. **Association Meetings**
  - a. The Annual Meeting of the Association shall be held on the Second Monday of February every year or at such time and if deemed necessary by the Board of Trustees of who will determine the time and place.
  - a. Meetings will be called by the President. The Secretary shall be responsible for announcing the meeting once in the local paper two weeks prior to the meeting, and any other necessary means to inform the public of the meeting. This procedure shall also be used for any Special Meetings of the Association.
  - b. There must be a quorum of two-thirds (2/3) of members of the Board of Trustees present to hold all Annual and Special Meetings.
  - c. The Annual Meeting is the forum in which Trustees are elected or re-elected.

- d. All meetings shall be presided over by the President. In absence of the President the Vice-President shall preside. The Secretary shall preside and take the minutes at all Association and Board Meetings.
- e. "Robert's Rules of Order" shall govern the conduct of all meetings.
- f. All physically present at any meeting shall have the right to address the Board of Trustees after business is conducted about concerns they have on affairs of the Association, as identified in the agenda as "Public Input."
- g. Board members may participate in meetings via conference call or other technological methods in the event they are unable to attend in person.
- h. Only Trustees may attend Special Meeting of the Board unless the Board agrees that others may attend for a specific purpose. Special Meeting of the Board may be held at the written request of at least three members of the Board or at the discretion of the President.
- i. The only business transacted at a Special Meeting shall be for the specific purpose which the meeting was called.

**VII. Board of Trustees**

- a. The business and property of the Association shall be managed in accordance with the statutes of the State of Wisconsin and By-Laws of the Association as herein described and by a Board of Trustees.
- b. The election of the Trustees shall be held at the Annual Meeting of the Association. The election shall be by ballot, unless some other form of voting is accepted. Each member of record shall be present in person and shall be entitled to one vote per lot owned.
- c. The Board of Trustees shall consist of no less than 3 and no more than 11.
- d. Each Trustee shall serve a three-year term and serve without pay, with each term expiring in staggering three-year increments. Trustees may continue past a three-year term if reelected at an Annual Meeting.
- e. Any member of the Association can be nominated to sit on the Board of trustees with two exceptions:
  - a. There can only be one member of a family sitting on the Board at one time.
  - b. No paid employee of the Association can be a Board member.
- f. Trustees shall be elected as follows:
  - 1. One Trustee for a term of one year.
  - 2. Two Trustees for a term of two years.
  - 3. Two Trustees for a term of three years.
  - 4. As the term of office of each Trustee expires, each Trustee shall thereafter be elected/reelected for a term of three years until his successor shall have been duly elected and does qualify.
- g. Officers of the Board shall be elected after the Annual Meeting or as soon thereafter as practicable.
- h. Whenever a vacancy shall occur on the Board of Trustees or in any office of the Association, such vacancy shall be filled without undue delay by a majority vote of the remaining members of the Board.

- i. A two-thirds (2/3) majority of members of the Board of Trustees shall be deemed a quorum. A Quorum is necessary for the Board to conduct any business or vote on a matter.
- j. The Board of Trustees may create and appoint members to committees by a majority of the Board. Each committee shall consist of at least one Trustee and such persons as the Board may appoint. Each committee shall serve at the pleasure of the board and shall have and may exercise such powers as the Board may authorize in creating the committee.

- VII. **Officers and Duties** – The officers of the Association shall consist of a President, Vice President, Secretary, Treasurer, Sexton, and Historian. All officers must be a member of the Board of Trustees. A Trustee may hold more than one office. Trustees should be able to pass a Background Check to serve as Board Member of the Association.
- a. President – The President shall be elected/reelected annually by the Board of Trustees.
    - 1. Facilitate leadership of the Association and care and maintenance of the cemetery by the Board of Trustees.
    - 2. Assist other Board Officers and Trustees at Large with the accomplishment of their duties, as needed or required.
    - 3. Preside over Annual Meetings of the general membership.
    - 4. Preside over meetings of the Board of Trustees.
    - 5. Communicate with leaders and volunteers of similar cemeteries, whenever possible, to gather and/or share information of interest or value to the De Pere Greenwood Cemetery.
    - 6. Be a designated signer for the association's checking accounts.
    - 7. Sign appropriate documents as the representative of the cemetery and/or the Board of Trustees.
    - 8. Serve as back up to the Sexton for burials, funerals, etc.
    - 9. Maintain websites, social media, and software
  - b. Vice President – The Vice President shall be elected/reelected annually by the Board of Trustees.
    - 1. Attend Board Meetings and General Membership Meetings.
    - 2. Serve as back up to and assume duties of the Associate President in his/her absence.
    - 3. May be designated as a signer of the checks at the discretion of the Board.
    - 4. Take responsibility and volunteer for special projects or research issues as they arise.
    - 5. Assist with planning, set up, etc. for Annual Clean Up Day and Membership Meeting.
    - 6. Other duties as assigned.
  - c. Secretary – The Secretary shall be elected/reelected annually by the Board of Trustees.
    - 1. Know how to work within Excel and Word documents.
    - 2. Attend Board Meetings and General Membership Meetings.

3. May be designated as a signer of the checks at the discretion of the Board.
  4. Take and transcribe minutes for the Board or Director's meetings and Annual General Membership meetings.
  5. Distribute the minutes from the Board meetings to the Board members via e-mail.
  6. Maintain computer generated check lists (Sextons Report)
  7. Shall provide for issuance of notices, agendas, and supporting documents of all meetings.
  8. Other duties as assigned.
- d. Treasurer – The Treasurer shall be elected/reelected annually by the Board of Trustees.
1. Attend Board Meetings and General Membership Meetings.
  2. Be a designated signer for the association's checking accounts.
  3. Make all deposits to the checking account and pay bills
  4. Maintain records of bank statements.
  5. Provide written reports of cemetery and association finances to the board quarterly, at Board meetings and Annual Membership meetings.
  8. Take payments for burial sites and maintain plot certificate records.
  9. Maintain the sexton reports.
  10. The Board may impose dollar limits over which the Treasurer may not spend on any item without the approval of the Board.
  11. Any transfer of monies must be authorized by the majority approval of the Board.
  12. Shall file all Federal and State Government annual reports and financial filings under the guidance and review of a Board appointed Bookkeeper.
  13. Other duties as assigned.
- e. Sexton – The Sexton shall be elected/reelected annually by the Board of Trustees.
1. Shall take the general custody and care of the Cemetery grounds of the Association to see the same are properly protected and preserved.
  2. Maintain interred alpha listings records.
  3. Maintain other records which include Interment Authorization Certificate, and Plot Certificate records and Obituary notices.
  4. When there is a burial at the Cemetery the Sexton must:
    - a. Update
      - \* Disposition records
      - \* Block Map
      - \* Map index of Interred
      - \* Mailing List
    - b. Confirm plot location and mark the plot for digging
    - c. Determine interment right by confirming documentation
    - d. Examine grave opening for correct size and depth for caskets or cremains.

- e. Assist family in compliance with cemetery and state burial requirements and give a copy of the Rules and Regulations.
- f. Oversee all burials to ensure proper care of Cemetery property.
- f. Historian – The Historian shall be elected/reelected annually by the Board of Trustees.
  - 1. Oversee Historical Committee and with their assistance perform the following.
  - 2. Organize data and analyze and interpret its authenticity and relative significance to the Cemetery with the assistance of the committee.
  - 3. Gather historical data from sources such as archives, court records, diaries, news files, and photographs, ancestry sites, as well as collect data sources such as books, pamphlets, and periodicals.
  - 4. Trace history of the Cemetery such as social, cultural, political, or diplomatic history.
  - 5. Conduct historical research as a basis for the identification, conservation, and reconstruction of the Cemetery grounds, materials.
  - 6. Maintain historical section of website.
- g. Any officer may be relieved of his/her duties by the majority vote of the Board at any meeting.

VIII. **Rules and Regulations** – It is the responsibility of the Board to establish rules and Regulations to control and manage the operation of the Cemetery; the conveyance of grave lots; and controlling the over-all appearance or the Cemetery including the authority to define what will be acceptable and unacceptable when decorating, planting, and maintaining individual graves and grave lots. It is important to think of the proper decorum of the cemetery, history as a whole and not just some individual graves and grave lots. It is important to think of the feelings of other owners of their grave lots. The Board will make these Rules and Regulations available on all Cemetery websites and social media and by written request. Enforcement will be held by any member of the Board of Trustees.

IX. **Liability and Indemnity**

- a. General Scope and Definitions.
  - 1. The rights of directors and officers of the Association provided in this Article shall extend to the fullest extent permitted by the Wisconsin Law and other applicable laws as in effect from time to time.
  - 2. For purposes of this Article, “trustee or officer” means a natural person who is or was a trustee or officer of the Association.
  - 3. For purposes of this Article, “proceeding” means any threatened, pending or completed civil, criminal, administrative, or investigative action, suit, arbitration, or other proceeding, whether formal or informal, which involves foreign, federal, state, or local law (including federal or state securities laws) and which is brought by or in the right of the Association or by any other person.

4. For purposes of this Article, "expenses" means fees, costs, charges, disbursements, attorneys' fees, and any other expenses incurred in connection with a proceeding, including a proceeding in which a Trustee or officer asserts his or her rights under this Article, and, if the context requires, liabilities, including the obligation to pay a judgment, settlement, penalty, assessment, forfeiture, or fine, including any excise tax assessed with respect to an employee benefit plan.
- b. Mandatory Indemnification.
1. To the extent that a Trustee or officer has been successful on the merits or otherwise in the defense of any proceeding (including, without limitation, the settlement, dismissal, abandonment, or withdrawal of any action where he or she does not pay or assume any material liability), or in connection with any claim, issue, or matter therein, he or she shall be indemnified by the Association against expenses actually and reasonably incurred by him or her in connection therewith to the extent that he or she was a party to the proceeding because he or she is or was a Trustee or officer of the Association.
  2. In cases not included under subsection (2), the Association shall indemnify any Trustee or officer against expenses actually and reasonably incurred by the Trustee or officer in a proceeding to which the Trustee or officer was a party because he or she is or was a Trustee or officer, unless liability was incurred because the Trustee or officer breached or failed to perform a duty he or she owed to the Association and the breach or failure to perform constituted any of the following: (i) a willful failure to deal fairly with the Association in connection with a matter in which the Trustee or officer had a material conflict of interest; (ii) a violation of criminal law, unless the Trustee or officer had reasonable cause to believe his or her conduct was lawful or no reasonable cause to believe his or her conduct was unlawful; (iii) a transaction from which the Trustee or officer derived an improper personal profit or benefit; or (iv) 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 Trustee or officer is not required under this subsection.
  3. Indemnification under this Section is not required to the extent that the Trustee or officer has previously received indemnification or allowance of expenses from any person, including the Association, in connection with the same proceeding.
  4. To the extent indemnification is required under this Article, the Association has purchased insurance on behalf of the indemnified person and the insurance policy includes a provision obligating the insurer to defend such person, the Association shall be obligated to extend such defense. To the extent possible under such insurance policy, the defense shall be extended with counsel reasonably acceptable to the indemnified person. The Association shall keep the indemnified person advised of the

- status of the claim and the defense thereof and shall consider in good faith the recommendations made by the indemnified person with respect thereto.
- c. Determination of Right to Indemnification. Unless otherwise provided by written agreement between the Trustee or officer and the Association, the Trustee or officer seeking indemnification under this Article shall make a written request for indemnification which shall designate one of the following means for determining his or her right to indemnification: (i) by a majority vote of a quorum of the Board of Trustees or a committee of Trustees consisting of Trustees not at the time parties to the same or related proceedings; (ii) by independent legal counsel selected by a quorum of the Board of Trustees or its committee or, if unable to obtain such a quorum or committee, by a majority vote of the full Board of Trustees, including Trustees who are parties to the same or related proceedings; (iii) by arbitration. Any determination under this Section shall be made pursuant to procedures consistent with the Wisconsin Law unless otherwise agreed by the Association and the person seeking indemnification. Such determination shall be completed, and eligible expenses, if any, shall be paid to the person requesting indemnification hereunder within sixty (60) days of the Association's receipt of the written request required hereunder.
- d. Allowance of Expenses as Incurred. Within thirty (30) days after a written request by a Trustee or officer who is a party to a proceeding because he or she is or was a Trustee or officer, the Association shall pay or reimburse his or her reasonable expenses as incurred if the Trustee or officer provides the Association with all of the following: (i) a written affirmation of his or her good faith belief that he or she has not breached or failed to perform his or her duties to the Association; and (ii) a written undertaking, executed personally or on his or her behalf, to repay the allowance and, if required by the Association, to pay reasonable interest on the allowance to the extent that it is ultimately determined under Section c. that indemnification under Section b. is not required and indemnification is otherwise not ordered by a court. The undertaking under this Section shall be an unlimited general obligation of the Trustee or officer and may be accepted without reference to his or her ability to repay the allowance. The undertaking may be secured or unsecured.
- e. Partial Indemnification.
1. If it is determined pursuant to Section c. that a Trustee or officer is entitled to indemnification as to some claims, issues, or matters in connection with any proceeding, but not as to other claims, issues, or matters, the person or persons making such determination shall reasonably determine and indemnify the Trustee or officer for those expenses which are the result of claims, issues, or matters that are a proper subject for indemnification hereunder in light of all of the circumstances.

2. If it is determined pursuant to Section c. that certain expenses (other than liabilities) incurred by a Trustee or officer are for any reason unreasonable in amount in light of all the circumstances, the person or persons making such determination shall authorize the indemnification of the Trustee or officer for only such amounts as he or she or they shall deem reasonable.
- f. Indemnification of Employees and Agents. The Board of Trustees, may, in its sole discretion, provide indemnification and/or defense and/or allowance of expenses in advance of a final determination of any proceeding to an employee or agent of the Association who is not a Trustee or officer in connection with any proceeding in which the employee or agent was a defendant because of his or her actions as an employee or agent of the Association; provided, however, that prior to such indemnification, defense, or allowance of expenses, the Board of Trustees shall first determine that the employee or agent acted in good faith and in a manner he or she reasonably believed to be in, and not opposed to, the best interests of the Association.
  - g. Limited Liability of Trustees and Officers.
    1. Except as provided in subsections (2) and (3) below, a Trustee or officer is not liable to the Association, its members or creditors, or any person for damages, settlements, fees, fines, penalties, or other monetary liabilities arising from a breach of, or failure to perform, any duty resulting solely from his or her status as a Trustee or officer, unless the person asserting liability proves that the breach or failure to perform constitutes any of the acts of misconduct set forth in subsection (2).
    2. Except as provided in subsection (3), this Section g. does not apply to any of the following: (i) a civil or criminal proceeding brought by or on behalf of any governmental unit, authority, or agency; or (ii) a proceeding brought by any person for a violation of state or federal law where the proceeding is brought pursuant to an express private right of action created by state or federal statute.
  - h. Severability of Provisions. The provisions of this Article and the several rights to indemnification, advancement of expenses, and limitation of liability created hereby are independent and severable and, if any such provision or right shall be held by a court of competent jurisdiction in which a proceeding relating to such provisions or rights is brought to be against public policy or otherwise to be unenforceable, the other provisions of this Article shall remain enforceable and in full effect.
  - i. Nonexclusivity of Rights. The rights to indemnification, defense and advancement of expenses provided for in this Article shall not be deemed exclusive of any other rights to which those seeking indemnification, defense, or advancement of expenses may be entitled under any agreement authorized by the Board of Trustees, any of the Bylaws, any vote of the members or disinterested Trustees or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such



office. Notwithstanding the foregoing, the Association may not indemnify a Trustee or officer, or permit a Trustee or officer to retain any allowance of expenses, pursuant to any such additional rights unless it is determined by or on behalf of the Association that the Trustee or officer did not breach or fail to perform a duty he or she owes to the Association which constitutes conduct under Section b (2). A Trustee or officer who is a party to the same or related proceeding for which indemnification, defense, or an allowance of expenses is sought may not participate in a determination under this Section.

- j. Purchase of Insurance. The Association shall use its reasonable best efforts to purchase and maintain insurance on behalf of any person who is or was a Trustee or officer of the Association, to the extent that such Trustee or officer is insurable and such insurance coverage can be secured by the Association at rates, and in amounts and subject to such terms and conditions as shall be determined in good faith to be reasonable and appropriate by the Board of Trustees of the Association, and whose determination shall be conclusive (provided, however, that such insurance shall contain a provision obligating the insurer to defend the Trustee or officer, if such provision is available at reasonable rates), against liability asserted against or incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the Association would have the power to indemnify or defend him or her against such liability under the provisions of this Article.
- k. Benefit. The rights to indemnification, defense, and advancement of expenses provided by, or granted pursuant to, this Article shall continue as to a person who has ceased to be a Trustee or officer and shall inure to the benefit of the heirs, executors, and administrators of such a person.
- l. Amendment. No amendment or repeal of this Article shall be effective to reduce the obligations of the Association under this Article with respect to any proceeding based upon occurrences which take place prior to such amendment or repeal.

X. **Applicable Laws** – In interpreting these By-Laws, Wisconsin law shall apply.

XI. **Amendment** – These Bylaws may be amended only with the assent of at least Sixty-Seven percent (67%) of the votes of the Trustees or Sixty-Seven percent (67%) of the affirmative votes of the members at a meeting of the members called for that purpose.

These By-Laws were adopted and approved by the De Pere Greenwood Cemetery Association Board of Trustees on \_\_\_\_\_ day of \_\_\_\_\_, 2018.

_____	President	_____	Trustee
_____	Vice President	_____	Trustee
_____	Secretary	_____	Trustee
_____	Treasurer	_____	Trustee
_____	Sexton	_____	Trustee
_____	Historian		