

**BYLAWS OF**  
**FRIENDS OF THE OVERLAND PARK ARBORETUM AND BOTANICAL GARDENS**  
**“FRIENDS OF THE ARBORETUM”**  
**Amended and Restated – Adopted August 17, 2010**

**ARTICLE ONE**  
NAME

This organization is and shall be known as FRIENDS OF THE ARBORETUM hereafter referred to as “FOTA.”

**ARTICLE TWO**  
PURPOSE OF FOTA

Section 1. Creation. FOTA has been created by resolution of the Board of Directors of the ARTS AND RECREATION FOUNDATION OF OVERLAND PARK, INC., hereafter referred to as “ARFOP,” pursuant to Article Four, Section 1 of the Bylaws of said Foundation.

Section 2. General Purpose. The purpose of FOTA is to foster, promote and develop the aesthetic, educational, recreational, cultural, environmental, and scientific aspects of the Overland Park Arboretum and Botanical Gardens so as to realize its long term potential. The Arboretum is owned and operated by the City of Overland Park, Kansas.

Section 3. Function. FOTA shall function as a private group to promote the Arboretum and direct all of its efforts towards support of the Arboretum. Due to the legal obligation of the Board of Directors of the ARFOP to comply with all applicable laws and regulations necessary to preserve the tax-exempt status of the Foundation, the Foundation shall maintain ultimate control and approval authority over and responsibility for the functions and activities of FOTA, but will endeavor to allow as much independence and autonomy to FOTA as is consistent with those obligations and requirements. All activities that directly affect the Arboretum will require the cooperation and, where appropriate, approval of the City of Overland Park.

Section 4. Responsibilities:

- a. Raise funds for the benefit of the Arboretum, through solicitation of contributions and other fund-raising activities approved by the ARFOP Board of Directors and the City. FOTA shall have the right to solicit donations, gifts, grants and other forms of support from any source. FOTA may request that the ARFOP Board of Directors and the City enter into agreements to jointly fund certain FOTA activities and capital projects.
- b. Provide members and other volunteers to assist in the operation and maintenance of the Arboretum, including, without limitation, such operations as a visitors center, gift shop, plant nursery, and other support services as agreed between FOTA and the City.
- c. Provide members and other volunteers to provide tours of the Arboretum; provide a speaker’s bureau to give lectures on the Arboretum; provide assistance with special publications to be sent to members of FOTA and other publications imparting a knowledge of the value and benefit of the Arboretum; exhibit botanical collections, both on and off the premises; engage in educational programs at the Arboretum and other appropriate settings including schools; sponsor artistic and cultural performances, exhibits and programs at the Arboretum; and initiate, develop, or operate such other programs and activities agreed upon between FOTA and the City. All members or other volunteers shall remain under the ultimate control of the City, but the City may delegate to FOTA any training, supervision or direction for said volunteers that the City deems necessary or advisable.
- d. Initiate innovative ideas to develop and enrich the mission of the Arboretum and, after City approval of such projects, to work with City personnel to implement these ideas.
- e. Direct efforts, energies, expertise and resources toward promoting and developing the educational, aesthetic, recreational, scientific and cultural aspects, assets, and potential of the Arboretum, advising and the City in those respects, and generating public and private interest in and support for the Arboretum and assisting the City in the overall operations of the Arboretum.

Section 5. Donations. FOTA agrees that all donations and monies received by it shall be transferred to the ARFOP. FOTA shall not have the right to own or hold separate funds, real or personal property or other assets. Donations and monies received shall be expended only for the advancement of the purposes and mission of the Arboretum. Title to the buildings and grounds constituting the Arboretum and all real or personal property received or obtained by FOTA shall be in the name of the City, unless otherwise approved by the ARFOP Board of Directors and the City, and remain the property of the City, other than collections of plants, art works or other items that are obtained by FOTA on loan from private owners as approved by the City and specifically authorized by the ARFOP Board of Directors in a written agreement. Any funds, facilities, equipment, artifacts, buildings, structures, fixtures,

improvements, plantings or other items of personal or real property acquired by, or through the efforts of FOTA shall be and remain in the sole ownership of the City, and FOTA is not entitled to any of these items upon cancellation of the bylaws.

Section 6. Policies, Ordinances. FOTA agrees to strictly observe and abide by the ordinances, policies, rules and regulations of the City, and the laws of the State of Kansas and the United States of America, as the same may now exist or as the same may hereafter be amended or enacted. Further, FOTA hereby agrees to observe and abide by the highest principles of civic responsibility, to the end that neither public funds, nor funds raised from the public in the name of the Arboretum, nor public property under its control shall be used in any manner which is detrimental to public confidence in the City of Overland Park or the ARFOP.

Section 7. Assignment. FOTA shall not assign or subcontract any of its rights and obligations set forth herein without the prior written consent of the ARFOP Board.

### **ARTICLE THREE OFFICES**

The principal office of FOTA shall be the principal office of the ARFOP, 8500 Santa Fe, Overland Park, Kansas 66212.

### **ARTICLE FOUR MEMBERS**

Section 1. Membership. Membership is based on annual payment of a membership fee. Records shall be kept of all members and the levels at which the membership is granted.

Section 2. Term. Memberships shall be on annual basis beginning the month of payment and continuing for a total of twelve consecutive months.

Section 3. Membership Levels. The Executive Committee shall determine the membership levels, such as Individual, Family, Patron and Sponsor, and the corresponding membership fees. Establishment and modification of the fee structure requires approval of the ARFOP Board of Directors. FOTA shall have the option of offering reduced membership fees to residents of Overland Park, Kansas.

Section 4. Terms and Conditions. Fee-paying members of FOTA shall have no authority in the governance of FOTA or ARFOP.

### **ARTICLE FIVE EXECUTIVE COMMITTEE**

Section 1. General Powers. The Executive Committee shall manage the affairs of FOTA. Executive Committee members shall be members of FOTA and need not be residents of Overland Park or the State of Kansas. The Board of Directors delegates specific responsibilities and authority to FOTA. These include organizational functions, administration of a membership program, management of a volunteer program, communication and promotion, programs and projects, fundraising special events, grassroots fundraising, commemorative gifts program, and other responsibilities that may from time to time be delegated by the ARFOP Board of Directors.

Section 2. Number, Tenure and Qualifications.

- a. The number shall not be fewer than 7 or more than 21.
- b. The ARFOP Board of Directors shall appoint Executive Committee members including 2 members of the ARFOP Board of Directors who shall serve as Liaison and Alternate Liaison. The liaison and alternate are entitled to 1 vote between the two of them and shall be counted in the total number of members of the Executive Committee.
- c. Terms shall be for 3 years with an equal number appointed or re-appointed each year. Executive Committee members may serve for a maximum of 2 consecutive terms in addition to fulfilling an unexpired term of less than 18 months. Past Executive Committee members shall be eligible for re-appointment following an absence of 1 year. Appointment of the liaisons from the ARFOP Board shall be for 1 year but may be renewed annually.
- d. Terms shall commence on January 1.

- e. The Executive Committee shall adopt a written job description for Executive Committee members and shall include, but not be limited to, attendance requirements.
- f. Executive Committee members shall be dues-paying members of FOTA.

Section 3. Regular Meetings. The Executive Committee shall hold regular monthly meetings at a time and place established annually and published no later than January 1 of each year. This schedule shall serve as notice for these meetings. All notices and meetings of the Executive Committee shall substantially comply with the letter and spirit of the Kansas Open Meetings Act.

Section 4. Special Meetings. Special meetings of the Executive Committee may be called by or at the request of the Chair or any two Executive Committee members. The purpose or purposes for which the meeting is called shall be stated in the notice.

Section 5. Notice. Notice of any special meeting of the Executive Committee shall be given at least seven days in advance in person, by mail or electronically. If notice is mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Executive Committee member at his or her address as it appears on the records of the Executive Committee, with postage thereon prepaid. Any Executive Committee member may waive, in writing, the giving of any notice of meeting set forth in these bylaws.

Section 6. Quorum. A majority of the appointed members of the Executive Committee shall constitute a quorum for the transaction of business at any meeting.

Section 7. Committee Decisions. The act of a majority of the Executive Committee members present at any meeting at which a quorum is present shall be the act of the Executive Committee, unless the act of a greater number is required by law or by these bylaws. In the event that an Executive Committee member cannot be present at a meeting in which a quorum is present, he or she may participate by means of conference telephone or similar communications.

Section 8. Vacancies. Any vacancy occurring on the Executive Committee and any vacancy to be filled by reason of an increase in the number of Executive Committee members shall be filled by the ARFOP Board of Directors. An Executive Committee member appointed to fill a vacancy shall serve for the unexpired term of his or her predecessor in office.

Section 9. Removal.

- a. At any meeting of the Executive Committee duly called, a majority of the Executive Committee may recommend to the ARFOP Board of Directors the removal of an Executive Committee member when in its judgment, the best interests of FOTA would be served.
- b. Any Executive Committee member may be removed by a two-thirds majority vote of the ARFOP Board of Directors whenever in its judgment the best interests of FOTA and the Foundation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the Executive Committee member so removed.
- c. Any Executive Committee member who fails to attend 3 consecutive regular meetings without excuses accepted as satisfactory by the Executive Committee is deemed to have resigned, and the Executive Committee shall report to the ARFOP Board of Directors that a vacancy exists on the Executive Committee.

Section 10. Compensation. Executive Committee members as such shall not receive any stated salaries for their services, but by resolution of the Executive Committee, a fixed sum and expenses of attendance, if any, may be allowed for attendance at any regular or special meeting of the Executive Committee.

## ARTICLE SIX OFFICERS

Section 1. Officers. The officers of the Executive Committee shall be Chair, Vice Chair, Secretary and Treasurer.

Section 2. Election and Term of Office. The Executive Committee shall elect its officers for the following calendar year in November and submit the slate of officers to the ARFOP Board of Directors for confirmation in December. The term of office shall be January 1 to December 31. The terms for all officers with the exception of the Treasurer shall be limited to 2 consecutive years.

Section 3. Removal. Any officer elected or appointed by the Executive Committee may be removed without notice by a two-thirds majority vote of the Executive Committee whenever, in its judgment, the best interests of FOTA would be served thereby, but such removal shall be without prejudice.

Section 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by the Executive Committee for the unexpired portion of the term with the approval of the ARFOP Board of Directors.

Section 5. Powers and Duties. Officers shall have such powers and shall perform such duties as may from time to time be specified by the Executive Committee including:

The Chair:

- a. Shall preside at all meetings for the members of FOTA and all meetings of the Executive Committee;
- b. Shall appoint the chairs of standing and special committees, establish special committees as needed, and monitor the work of all committees;
- c. Shall carry out the will of the Executive Committee as expressed at their respective meetings, and in general shall conduct the affairs of FOTA in a manner that shall fulfill the mission, goals and objectives of FOTA;
- d. Shall serve as an ex-officio member of the ARFOP Board of Directors; and
- e. Shall have such powers and duties as may be designated by the Executive Committee.

The Vice Chair:

- a. Shall, in the absence of the Chair, preside at meetings of FOTA and all meetings of the Executive Committee and assume other Chairperson's duties as needed;
- b. Shall succeed to the office of Chair for the unexpired term, in event of a vacancy in the office; and
- c. Shall perform such other duties as may be assigned by the Chair.

The Secretary:

- a. Shall be responsible for the keeping of minutes of all meetings of the Executive Committee.
- b. Shall see that all notices are duly given in accordance with the provisions of these bylaws or as required by law.
- c. Shall be responsible for the custody of the records of FOTA.
- d. Shall keep current the membership roll of FOTA.
- e. Shall carry on or oversee the correspondence of FOTA as instructed by the Chair; and
- f. Shall perform such other duties as may be assigned by the Chair.

The Treasurer:

- a. Shall be a member of the ARFOP Finance Committee;
- b. Shall provide the Executive Committee with a statement of financial condition at each of its regular meetings.
- c. Shall prepare an annual FOTA budget for approval by the ARFOP Board of Directors in October of the preceding year.
- d. Shall monitor all expenditures and provide approvals for payment in accordance with the budget
- e. Shall perform such other duties as may be assigned by the Chair.

**ARTICLE SEVEN  
COMMITTEES**

Section 1. Standing and Special Committees. The Executive Committee may designate standing and special committees, and the Chair shall appoint members from among the FOTA membership to such committees. These committees shall have responsibility for conducting FOTA programs and activities.

Section 2. Nominating Committee. The Chair shall annually appoint 3 members of the Executive Committee to serve on the Nominating Committee. The Nominating Committee shall identify and select candidates to serve on the Executive Committee and present them to the Executive Committee for election.

Section 3. Advisory/Legacy Committee. The Executive Committee may appoint an Advisory/Legacy Committee. The Advisory or Legacy Committee shall be comprised of past Executive Committee members, key civic leaders who have demonstrated a passion for the mission of FOTA and others as appointed by the Chair. This appointment does not have term limits. The Advisory or Legacy Committee may be called on from time-to-time to offer wisdom and insight regarding current issues and situations facing FOTA, make important community connections, and provide fundraising leadership as is appropriate.

**ARTICLE EIGHT**  
**STAFF**

Section 1. Personnel. The Executive Committee may recommend to the ARFOP Board of Directors the hiring of personnel or contracting for services to assist with its administration, fundraising, programs and activities.

Section 2. Reporting Structure. Staff shall report to the Chair of the Executive Committee.

**ARTICLE NINE**  
**CONTRACTS, CHECKS, DEPOSITS, AND GIFTS**

Section 1. Contracts. The Chair may sign contracts that encumber FOTA for less than \$5000 with the prior written approval of the Executive Committee as evidenced by a motion duly made and approved as a meeting of the Executive Committee. Any contract that encumbers FOTA for \$5000 or more requires the signature of the President of the ARFOP Board of Directors.

Section 2. Checks, Drafts, or Orders. All checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the FOTA, shall be signed by such officer or officers or agent of the ARFOP, and in such manner as shall from time to time be determined by resolution of the ARFOP Board of Directors.

Section 3. Deposits. All funds of the FOTA shall be deposited to the credit of the ARFOP in such banks, trust companies, or other depositories as the ARFOP Board of Directors may select.

- a. FOTA agrees that all donations and monies received shall be expended only for the advancement of the purposes of FOTA and to benefit the Overland Park Arboretum and Botanical Gardens.
- b. FOTA shall not have the right to own or hold separate funds, real or personal property or other assets.
- c. Any funds, facilities, equipment, artifacts, buildings, structures, fixtures, improvements, plantings or other items of personal or real property acquired by, or through the efforts of FOTA shall be and remain in the sole ownership of the City of Overland Park, Kansas, and FOTA is not entitled to any of these items upon cancellation of the bylaws.

Section 4. Gifts. The ARFOP Board of Directors may accept or reject on behalf of FOTA and the Foundation any contribution, gift, bequest, or device for any purpose of FOTA and the Foundation.

Section 5. Insurance. The ARFOP Board of Directors shall obtain Officers and Directors insurance coverage, and general liability and automobile liability insurance in adequate amounts to protect the interests of the Foundation and its officers and Directors, including the members of the Executive Committee.

**ARTICLE TEN**  
**BOOKS AND RECORDS**

Section 1. Books and Records. The ARFOP shall keep correct and complete books and records of account on behalf of FOTA. FOTA shall keep minutes of the proceedings of its Executive Committee meetings, meetings of committees having and exercising any of the authority of the Executive Committee, and the meetings of the membership committee. All books and records of FOTA may be inspected by any member or his agent or attorney, for any proper purpose at any reasonable time.

**ARTICLE ELEVEN**  
**FISCAL YEAR**

Section 1. Fiscal Year. The Fiscal year of FOTA shall be January 1 through December 31.

**ARTICLE TWELVE**  
**WAIVER OF NOTICE**

Whenever any notice is required to be given under the provisions of any applicable nonprofit corporation statute or under the provisions of the articles of incorporation or the bylaws of the Foundation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice by FOTA.

**ARTICLE THIRTEEN**  
**AMENDMENT OF BYLAWS**

These bylaws may be altered, amended, or repealed, and any new bylaws may be adopted by the ARFOP Board present at any regular meeting or at any special meeting, if at least 28 days' written notice is given of intention to alter, amend or repeal or to adopt new bylaws by a majority vote of the members at any regular or special meeting. The Executive Committee may recommend amendments of these bylaws to the ARFOP Board of Directors. Notice of any amendment of the bylaws by the ARFOP Board shall be given to each member of the Executive Committee.

**ARTICLE FOURTEEN**  
**DISSOLUTION**

Upon the dissolution of FOTA, the ARFOP Board of Directors shall continue to ensure that any assets, which are restricted for the support of the Overland Park Arboretum and Botanical Gardens, are used for that purpose.

**ARTICLE FIFTEEN**  
**PARLIAMENTARY AUTHORITY**

The rules contained in the current edition of Robert's Rules of Order Newly Revised shall govern the Executive Committee in all cases to which they are applicable and in which they are not inconsistent with these Bylaws and any special rules of order FOTA may adopt.

**CERTIFICATE OF PRESIDENT**

I, the undersigned, do hereby certify:

1. That I am the duly elected President of the Arts and Recreation Foundation of Overland Park, Inc., and
2. That the foregoing bylaws, comprising 6 pages, constitute the amended bylaws of Friends of the Arboretum, as duly adopted by the ARFOP Board of Directors at the meeting held on August 17, 2010.

INTESTIMONY WHEREOF, I have hereunto subscribed my name this day of August 20, 2010.

Vicki M. Lilly

Vicki M. Lilly, President  
Arts and Recreation Foundation of Overland Park, Inc.

Attest: Kathy O'Dowd

Kathy O'Dowd  
Secretary