

**ARTICLES OF INCORPORATION**  
**OF**  
**K9COLA Citizens for Off-Leash Areas**

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TO THE SECRETARY OF STATE

OF THE STATE OF IOWA:

We, the undersigned, acting as Incorporators of a corporation under chapter 504 of the Iowa Code, 2005, adopt the following Articles of Incorporation for such corporation:

**ARTICLE I**

**NAME**

The name of the Corporation is K9COLA Citizens for Off-Leash Areas.

**ARTICLE II**

**TYPES OF ORGANIZATION**

This Corporation, K9COLA Citizens for Off-Lease Areas, is a public benefit corporation, as defined in Revised Iowa Nonprofit Corporation Act section 504.141.

**ARTICLE III**

**REGISTERED OFFICE AND AGENT**

The address of its initial Registered Office in the State of Iowa is 235 25<sup>th</sup> St. Dr. S.E., Cedar Rapids, Iowa 52403,, in the County of Linn and the name of its initial Registered Agent at such address is Ms. Karen Fashimpaur.

**ARTICLE IV**

**INCORPORATOR**

The name and address of the Incorporator is:

Ms. Karalee Briggs -- 2606 Meadowbrook Drive SE, Cedar Rapids, IA 52403.

## **ARTICLE V**

### **MEMBERSHIP**

Membership in the Corporation shall be available to anyone interested in helping with the Corporation's projects, fundraisers, with support and maintenance of the proposed park, and in general supporting the Corporation's goals. The membership provisions of this corporation shall be stated in the Bylaws of this corporation.

## **ARTICLE VI**

### **DISSOLUTION**

Upon the dissolution of the Corporation, the board of directors shall, after paying or making provision for the payment of all of the liabilities of the Corporation, dispose of all of the assets of the corporation for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or corresponding section of any future federal tax code, or the assets shall be distributed to the federal government, or to a state or local government, for a public purpose.

## **ARTICLE VII**

### **PURPOSE**

The Corporation is organized exclusively for the purpose of engaging in activities for the promotion of responsible dog ownership and educating dog owners about dog training to educate the general public about the benefits of dog ownership, dog companionship, and encouragement of family pet ownership. This purpose will be carried out through activities including, but not limited to:

- Hosting training seminars and classes;
- Hosting demonstrations, practices, and contests in dog sports and activities such as, but not limited to, conformation, agility, flyball, and obedience; and
- Supporting dog rescue groups and other non-profit 501(c)(3) organizations.

Notwithstanding the foregoing, however, the Corporation is organized exclusively for charitable, religious, educational, and scientific purposes, including, for such purposes, the making of distributions to organizations that

qualify as exempt organizations under Section 501(c) (3) of the Internal Revenue Code of 1986, as amended (or the corresponding provision of any future United States Internal Revenue Law).

## **ARTICLE VIII**

### **PROHIBITIONS**

The Corporation is not organized for profit. No part of the net earnings of the Corporation shall inure to the benefit of any director or officer of the Corporation, or any private individual (except that reasonable compensation may be paid for services rendered to or for the Corporation affecting one or more of its purposes), and no director or officer of the Corporation, or any private individual, shall be entitled to share in the distribution of any of the corporate assets on dissolution of the Corporation. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of these Articles, the Corporation shall not carry on any activity not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c) (3) of the Internal Revenue Code of 1986, as amended (or the corresponding provision of any future United States Internal Revenue Law) or (b) by a corporation, contributions to which are deductible under Section 170(c) (2) of the Internal Revenue Code of 1986, as amended (or the corresponding provision of any future United States Internal Revenue Law).

## **ARTICLE IX**

### **INITIAL DIRECTORS**

The number of directors constituting the first board of directors of the Corporation are six (6), and the names and addresses of the persons who are to serve as the initial directors are:

Karen Fashimpaur  
President  
235 25<sup>th</sup> St. Dr. S.E.  
Cedar Rapids, IA 52403

Marti Mullen  
Treasurer  
600 Cottage Grove Ave. S.E.  
Cedar Rapids, IA 52403

Jo Pearson  
Secretary  
2757 Iowa Ave. S.E.  
Cedar Rapids, IA 52403

Shannon Day  
Chairperson for Fundraising  
110 Hanover Rd. S.W.  
Cedar Rapids IA 52404

Lou Ann O'Malley  
Chairperson for Site  
4006 Richland Dr. N.W.  
Cedar Rapids, IA 52405

Kaye Chadima  
At-Large Board  
415 Lawndale Dr. S.E.  
Cedar Rapids, IA 52403

## **ARTICLE X**

### **POWERS**

The Corporation shall have all of the powers given to it by the laws of the state of Iowa; provided, however, only such powers shall be exercised as are in furtherance of the tax-exempt purposes of the Corporation and as may be exercised by an organization exempt under Section 501(c) (3) of the Internal Revenue Code of 1986, as amended (or the corresponding provision of any future United States Internal Revenue Law).

- (A) The Corporation will distribute its income for each tax year at such time and in such manner so that it will not become subject to the tax on undistributed income imposed by Section 4942 of the Internal Revenue Code of 1986, as amended, or corresponding provisions of any later federal tax laws.
- (B) The Corporation will not engage in any act of self-dealing as defined in Section 4941(d) of the Internal Revenue Code of 1986, as amended, or corresponding provisions of any later federal tax laws.
- (C) The Corporation will not retain any excess business holdings as defined in Section 4943(c) of the Internal Revenue Code of 1986, as amended, or corresponding provisions of any later federal tax laws.
- (D) The Corporation will not make any investments in a manner that would subject it to tax under Section 4944 of the Internal Revenue Code of 1986, as amended, or corresponding provisions of any later federal tax laws.
- (E) The Corporation will not make any taxable expenditures as defined in Section 4945(d) of the Internal Revenue Code of 1986, as amended or corresponding provisions of any later federal tax laws.

## ARTICLE XI

### INDEMNIFICATION OF DIRECTORS AND OFFICERS; INSURANCE

**Section 11.1 - Indemnity.** The Corporation shall indemnify and advance expenses to any person who was or is a party to or is threatened to be made a party to any threatened, pending or completed claim, action, suit or proceeding, whether civil, criminal, administrative or investigative (including a grand jury proceeding) and whether formal or informal, by reason of the fact that such person (a) is or was a director or officer of the Corporation, or (b) while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, member, employee, agent partner or trustee (or in a similar capacity) of another corporation, partnership, joint venture, limited liability company, trust, other enterprise, or employee benefit plan, to the maximum extent it is empowered to indemnify and advance expenses to a director or officer by the Iowa Nonprofit Corporation Act or other applicable law, including, without limitation, Part E of Division VIII of the Iowa Business Corporation Act, as all of the same now exists or may hereafter be amended or changed (but, in the case of any such amendment or change, only to the extent that such amendment or change empowers the Corporation to provide broader indemnification than said law empowered the Corporation to provide prior to such amendment or change), against reasonable expenses (including attorneys' fees), judgments, fines, penalties, including an excise tax assessed with respect to an employee benefit plan, and amounts paid in settlement actually and reasonably incurred by such person in connection with such claim, action, suit or proceeding or any appeal thereof; provided, however, that except as provided in this Article XI with respect to proceedings seeking to enforce rights of indemnification, entitlement to such indemnification shall be conditional upon the Corporation being afforded the opportunity to participate directly on behalf of such person in such claim, action, suit or proceeding or any settlement discussions relating thereto, and with respect to any settlement or other nonadjudicated disposition of any threatened or pending claim, action, suit or proceeding, entitlement to indemnification shall be further conditional upon the prior approval by the Corporation of the proposed settlement or nonadjudicated disposition. Such approval shall be made (a) by the board of directors by majority vote of a quorum consisting of directors not at the time parties to the claim, action, suit or proceeding, or (b) by special legal counsel selected by the board of directors by majority vote, of a quorum consisting of directors not at the time parties to the claim, action or proceeding, or, if the requisite quorum of the full board of directors cannot be obtained therefor, by a majority vote of the full board of directors, in which selection of counsel directors

who are parties may participate. Approval or disapproval by the Corporation of any proposed settlement or other nonadjudicated disposition shall not subject the Corporation to any liability to or require indemnification or reimbursement of any party whom the Corporation would not otherwise have been required to indemnify or reimburse.

The right to indemnification conferred in this Article XI shall include the right to payment or reimbursement by the Corporation of reasonable expenses incurred in connection with any such claim, action, suit or proceeding in advance of its final disposition; provided, however, that the payment or reimbursement of such expenses in advance of the final disposition of such claim, action, suit or proceeding shall be made only upon (a) delivery to the Corporation of a written undertaking, by or on behalf of the person claiming indemnification under this Article XI to repay all amounts so advanced if it shall ultimately be determined that such person is not entitled to be indemnified under this Article XI or otherwise, or (b) delivery to the Corporation of a written affirmation of such person's good faith belief that such person has met the applicable standard of conduct necessary to require indemnification by the Corporation pursuant to this Article XI or otherwise, or (c) a determination that the facts then known to those making the determination would not preclude indemnification under this Article XI.

**Section 11.2 - Payment.** Any indemnification or advancement of expenses required under this Article XI shall be made promptly upon, and in any event within thirty (30) days after, the written request of the person entitled thereto. If the Corporation denies a written request for indemnity or advancement of expenses, in whole or in part, or if payment in full pursuant to such request is not made within thirty (30) days of the date such request is received by the Corporation, the person seeking indemnification or advancement of expenses as granted by this Article XI may at any time within the applicable statute of limitations bring suit against the Corporation in any court of competent jurisdiction to establish such person's right to indemnity or advancement of expenses. Such person's costs and expenses incurred in connection with successfully establishing his or her right to indemnification in any such action or proceeding shall also be indemnified by the Corporation. It shall be a defense to any action brought against the Corporation to compel indemnification (other than an action brought to enforce a claim for the advancement of expenses pursuant to this Article XI where the written affirmation of good faith or the undertaking to repay as required above has been received by the Corporation) that the claimant has not met the standard of conduct set forth

in Section 490.851 of the Iowa Business Corporation Act, but the burden of proving such defense shall be on the Corporation. Neither (a) the failure of the Corporation (including its board of directors or special legal counsel) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Section 490.851 of the Iowa Business Corporation Act, nor (b) the fact that there has been an actual determination by the Corporation (including its board of directors or special legal counsel) that the claimant has not met such applicable standard of conduct, shall create a presumption that the claimant has not met the applicable standard of conduct. In the event that the applicable standard of conduct has been met as to some claims, actions, suits or proceedings, but not as to others, a person who has a right of indemnification pursuant to this Article XI shall be indemnified against all expenses (including attorney fees) actually and reasonably incurred by such person in connection with the claim, action, suit or proceeding as to which the applicable standard has been met. Nothing contained in this section shall limit the obligation, duty or ability of the Corporation to indemnify such person as provided elsewhere in this Article XI.

**Section 11.3 - Contract.** The provisions of this Article XI shall be deemed a contract between the Corporation and each director or officer who serves in such capacity at any time while this Article XI and the relevant provisions of the Iowa Nonprofit Corporation Act and Iowa Business Corporation Act are in effect, and any repeal or modification of any such law or of this Article XI shall not adversely affect any rights or obligations then existing with respect to any state of facts then or theretofore existing or any claim, action, suit or proceeding theretofore or thereafter brought or threatened based in whole or in part upon any such state of facts.

**Section 11.4 - Witnesses.** The Corporation shall indemnify and advance expenses to any person who was or is a witness in or is threatened to be made a witness in any threatened, pending or completed claim, action, suit or proceeding, whether civil, criminal, administrative or investigative (including a grand jury proceeding) and whether formal or informal, by reason of the fact that such person (a) is or was a director or officer of the Corporation, or (b) while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, member, employee, agent, partner or trustee (or in a similar capacity) of another corporation, partnership, joint venture, limited liability company, trust, other enterprise, or employee benefit plan, to the same extent that such

person would be entitled to indemnification and advancement of expenses under this Article XI if such person were, or were threatened to be made, a party to such claim, action, suit or proceeding, against reasonable expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with such claim, action, suit or proceeding or any appeal thereof.

**Section 11.5 - Nonexclusive.** Except as limited by section 490.851 of the Iowa Business Corporation Act, the indemnification and advancement of expenses provided by or granted pursuant to this Article XI shall not be deemed exclusive of any other rights to which a person seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of disinterested directors, or otherwise; provided, however, that in no event shall any such provision or agreement provide indemnification to a person who was or is a director or officer of the Corporation (a) for a breach of the director's or officer's duty of loyalty to the Corporation, (b) for acts or omissions not in good faith or which involve intentional misconduct or knowing violation of the law, (c) for a transaction from which the person seeking indemnification derived an improper personal benefit or (d) for liability under section 490.833 of the Iowa Business Corporation Act. The Corporation may, by action of the board of directors, provide indemnification to such of the employees or volunteers of the Corporation to such extent and to such effect as the board of directors shall determine to be appropriate and authorized by applicable law.

**Section 11.6 - Applicability.** This Article XI shall be applicable to all claims, actions, suits or proceedings commenced after the effective date hereof, whether arising from acts or omissions occurring before or after the effective date hereof. Each person who is now serving or who shall hereafter serve as a director or officer of the Corporation shall be deemed to be doing so in reliance upon the rights of indemnification provided for in this Article XI, and such rights of indemnification shall continue as to a person who has ceased to be a director or officer, and shall inure to the benefit of the heirs, executors, administrators and legal or personal representatives of such a person. If this Article XI or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify each director and officer of the Corporation to the maximum extent permitted by any applicable portion of this Article XI that shall not have been invalidated.

**Section 11.7 - Initiation of Claims.** Notwithstanding anything in this Article XI to the contrary, except with respect to proceedings initiated to enforce rights of indemnification to which such person is entitled under this Article XI or otherwise, the Corporation shall indemnify any such person in connection with a claim, action, suit or proceeding (or part thereof) initiated by such person only if the initiation of such claim, action, suit or proceeding (or part thereof) was authorized by the board of directors.

**Section 11.8 - Insurance.** The Corporation may purchase and maintain insurance, at its expense, to protect itself and any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member, partner, trustee, employee or agent of another corporation, partnership, joint venture, limited liability company, trust, other enterprise, or employee benefit plan against any liability asserted against such person and incurred by such person in such capacity, or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify such person against such liability under the provisions of this Article XI, the Iowa Nonprofit Corporation Act, the Iowa Business Corporation Act or otherwise. The Corporation may create a trust fund, grant a security interest and/or use other means (including, without limitation, letters of credit, surety bonds and/or similar arrangements), as well as enter into contracts providing for indemnification to the maximum extent permitted by law and including as part thereof any or all of the foregoing, to ensure the payment of such sums as may become necessary to effect full indemnification. The Corporation's obligation to make indemnification and pay expenses pursuant to this Article XI shall be in excess of any insurance purchased and maintained by the Corporation and such insurance shall be primary. To the extent that indemnity or expenses of a person entitled to indemnification and payment of expenses pursuant to this Article XI are paid on behalf of or to such person by such insurance such payments shall be deemed to be in satisfaction of the Corporation's obligation to such person to make indemnification and pay expenses pursuant to this Article XI.

## **ARTICLE XII**

### **DURATION**

The period of the Corporation's duration shall be perpetual.

**ARTICLE XIII**

**AMENDMENT TO ARTICLES**

These Articles may be altered, amended or repealed and new Articles adopted by the affirmative vote of two-thirds of the entire board of directors at a meeting of the board of directors. Notice of the meeting setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each director at least ten (10) days prior thereto by written notice delivered personally or sent by mail to each director at his or her address as shown by the records of the Corporation. if mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid.

IN WITNESS WHEREOF, the Incorporator has caused the execution of the foregoing Articles of Incorporation on this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
Karalee Briggs  
President

\_\_\_\_\_  
Dona Pearce  
Secretary