

**BYLAWS
THE FLUSHING CHAMBER OF COMMERCE
(As Amended)**

ARTICLE I- GENERAL

SECTION 1. NAME. This organization is incorporated under the laws of the State of Michigan and shall be known as the The Flushing Chamber of Commerce (hereinafter referred to as “FACC”). The FACC may operate under one or more assumed names including, but not limited to, Flushing Area Chamber of Commerce.

SECTION 2. OBJECTIVE. The FACC is organized for the purpose of advancing the commercial, industrial, agricultural, educational, non-profit, and civic interests of Flushing and the surrounding areas so its membership and the community shall prosper.

SECTION 3. LIMITATION OF METHODS. The FACC shall observe all local, state, and federal laws, which, apply to a non-profit organization as defined in Section 501(c)(6) of the Internal Revenue Code. Any actions taken inconsistent with these laws shall automatically be void with the Board of Directors having the opportunity to amend any actions to ensure compliance with these laws.

ARTICLE II- MEMBERSHIP

SECTION 1. GENERAL. The FACC shall be comprised of active members. Individuals, business firms and organizations of good standing interested in the commercial, industrial, agricultural, educational, non-profit, and civic progress of the area shall be eligible for active membership.

SECTION 2. ACTIVE. Anyone having interests consistent with the objectives of the FACC may submit a written application, with the appropriate payment of dues, consistent with the annual membership dues schedule. Applications for membership may be subject to the approval of the Board of Directors prior to membership being granted.

SECTION 3. DUES. Annual membership dues are payable on the anniversary date of joining the FACC in such amount as may be determined by the Board of Directors for the fiscal year beginning on January 1st of the subsequent year; and such dues shall be non-refundable.

SECTION 4. DELINQUENCY. If any member shall fail to pay dues within sixty (60) days after the due date, they shall be given written notice of delinquency. If by ninety (90) days the dues remain delinquent, membership is automatically terminated. The staff shall maintain a list of current members to be made available, as directed by the Board, consistent with Board policy.

SECTION 5. RESIGNATION AND TERMINATION.

1. All resignations from membership shall be followed up with a letter from FACC informing them that their membership will be dropped due to non-payment of dues or

- their voluntary request to be removed from FACC'S roster of members. As provided in Article II, Section 3, dues paid and/or owing are non-refundable.
2. Any member may be expelled by two-thirds vote of the Board of Directors at a regularly scheduled meeting for conduct unbecoming a member or prejudicial to the aims or repute of the FACC, after notice and opportunity for a hearing are afforded the member.

ARTICLE III - BOARD OF DIRECTORS

SECTION 1. DIRECTORS. The government of FACC, the direction of its work and the control of its property shall be vested in a Board of Directors consisting of 9 members, three of whom shall be elected annually, as here-in-after provided to serve a three year term of office. As the need shall arise, the Board of Directors shall have the power to fill all vacancies on the Board until the next annual election. The Board may adopt rules and regulations for conducting the business of FACC. The Board shall meet not less frequently than once a month.

SECTION 2. ELECTION OF DIRECTORS. By the end of the first week in October, the current Board of Directors shall solicit nominations from the membership for prospective members of the Board of Directors on a form approved by the Board of Directors.. A ballot shall be mailed to the entire membership during the second week of October allowing the membership two weeks for the return of the ballot. The candidates receiving the most votes will be declared elected.

SECTION 3. TRANSITION BOARD. A Transition Board, consisting of both the incoming and outgoing Directors, shall meet at the regular December Board Meeting for the purpose of effecting the transfer of duties, the conduct of regular FACC business, and whatever other related purposes the President shall deem to be appropriate. The election of officers shall be conducted by the present Board of Directors at the December meeting.

SECTION 4. ATTENDANCE REQUIREMENT. The elected members of the Board are expected to attend all regular and special meetings of the Board. Board Members who cannot attend a regular scheduled meeting should contact the FACC office prior to the meeting. If any such individual shall have three unexcused absences from regular meetings annually, the Secretary will inform the Director that due to the number of absences, their position is up for review by the full board and at that time, they may be considered for removal from their position. Based on the recommendation of the Secretary at the next scheduled Board meeting, the remaining Directors by majority vote can remove such individual from office and hereupon fill the vacancy as provided herein

SECTION 5. RESIGNATIONS. Resignations from a position on the Board of Directors shall be tendered to the Board of Directors in writing.

ARTICLE IV - OFFICERS

SECTION 1. TERMS OF OFFICERS. A President, Vice President, Secretary and Treasurer shall be elected from the present Board at the December regularly scheduled monthly Board

Meeting. The officers and directors shall assume their duties on January 1st. Terms shall be one year.

SECTION 2. PRESIDENT. The President shall preside at all meetings of the Board of Directors of The Flushing Chamber of Commerce and shall be a voting member of the board by casting the last vote in all roll call votes.

SECTION 3. VICE-PRESIDENT. The Vice President shall act at the direction of the President. In the absence or disability of the President, Secretary, or Treasurer, the Vice-President shall assume the role of the officer until the end of the absence or disability. Upon the removal or resignation of the President Secretary or Treasurer, the Vice-President shall assume the role of the officer until a new Board Officer can be chosen at either a regular or specially convened Board Meeting.

SECTION 4. TREASURER. The Treasurer shall serve as Chairperson of the Finance Committee and submit financial statements to the Board of Directors at each regularly scheduled meeting. At the expiration of the term of office, the Treasurer shall deliver to the Board of Directors any books, papers, records, and property of FACC. The Treasurer shall have an annual audit conducted by an entity who is approved by the Board to review the year's accounting and report its findings at the next regular scheduled board meeting. The Treasurer shall be responsible for the receipt and disbursement of funds of FACC consistent with Board policies and/or directives, and shall keep all monies of FACC deposited in the name of FACC.

SECTION 5. SECRETARY. It shall be the duty of the Secretary to conduct the official correspondence when required and copy the Board of Directors on such. The Secretary shall perform such duties as may be incident to this office, subject to the direction of the Board of Directors. At the expiration of the term of office, the Secretary shall deliver to the Board of Directors any books, papers, records and property of FACC. The Secretary shall preserve all records, documents and communications, and maintain an accurate record of the proceedings of FACC and of its Board of Directors.

ARTICLE V - ELECTION OF OFFICERS

SECTION 1. ELIGIBILITY TO HOLD OFFICE. The President and Treasurer must be members of the newly constituted Board of Directors and must have completed at least one prior year of service on the Board of Directors to be eligible for nomination.

SECTION 2. ELECTION OF BOARD PRESIDENT. To provide continuity of leadership the Vice President shall advance to the Office of Board President, provided that, by secret ballot at the December Board meeting, the candidate shall receive the affirmative vote of at least a simple majority of the seated Directors of FACC in attendance and voting.

SECTION 3. ADDITIONAL CANDIDATES. In the absence of the election of the Board President as provided above, the Board of Directors shall then submit the names of additional candidates to be voted on for the office of Board President. The vote shall be taken in accordance with the same terms and conditions as provided above.

SECTION 4. NOMINATIONS. Nominations for Vice President, Treasurer, and Secretary may be taken from the floor at the December Board meeting, immediately following the election of the Board President.

SECTION 4. VOTING. Voting for Vice President, Treasurer and Secretary will be held at the December Board meeting following the election of the Board President. Voting will be conducted by secret ballot of nominated candidates. The candidate in each office receiving the most votes will be elected.

ARTICLE VI- COMMITTEES

SECTION 1. APPOINTMENT. The President shall appoint all committees, special or standing, subject to the confirmation by the Board of Directors. The President shall appoint a member of the Board of Directors to chair all committees, subject to the confirmation by the Board of Directors.

SECTION 2. AUTHORITY OF COMMITTEES. It shall be the function of committees to carry out their duties as delegated to them by the President with approval of the Board of Directors. The Chairperson of a committee shall have the power to enter into binding contracts for the activities within the scope of that committee subject to the budgetary constraints of that committee. No action of the committee shall be binding, without approval of the Board of Directors, if the action will result in an expenditure exceeding the budgetary constraints of the committee.

SECTION 3. COMMITTEE MEETINGS. Meetings of committees may be called as needed by the Board President or the Chairperson of such committees.

SECTION 4. EX-OFFICIO. The President and Board Members, except the Board Member selected as the Chairperson, shall be ex-officio members of all committees, except for the Finance Committee.

SECTION 5. FINANCE COMMITTEE. The Finance Committee shall be composed of the Treasurer, the Vice President, and an additional Board member. The Chairperson of the committee will be the Treasurer. The Committee shall meet no less than quarterly, and shall have the following minimum responsibilities:

1. To review and endorse the annual operating itemized budget prepared with input from the staff (and any amendments to same) prior to submission to the Board of Directors for approval.
2. To review the organization's financial transactions as deemed appropriate for the purpose of determining the propriety of such transactions, consistent with the organization's budget and bylaws
3. To provide consulting services to the organization's administration and Board of Directors as deemed appropriate.
4. To review and endorse the annual financial statements prepared by the Treasurer prior to submission to the Board of Directors.

5. The fiscal year of FACC shall begin on January 1st and close on December 31st.

SECTION 6. PERSONNEL COMMITTEE. The Personnel Committee shall conduct any Human Resource business including employment recommendations and compensations of FACC employees, subject to approval by the Board of Directors.

1. Recommend any changes to the Employee Handbook and propose those changes to the Board of Directors.
2. Conduct annual review and recommend any changes to the Policies and Procedures book and propose those changes to the Board of Directors.
3. Review and recommend any changes to the benefits in the employee handbook to the Board of Directors.

ARTICLE VII- BUDGET/DISBURSEMENTS

SECTION 1. The Finance Committee shall prepare the annual operating budget and submit to the Board of Directors at the January Board Meeting. The budget will act as a guideline for expenditures authorizations during the ensuing year. Amendments to the budget will be permitted subject to the same approval process as required for original adoption.

SECTION 2. No disbursements of the funds of FACC shall be made unless the same shall have been approved by the Finance Committee and ordered by the Board of Directors and consistent with the annual budget. All disbursements shall be made by check or FACC credit card. Checks shall be signed by any of the following: President, Treasurer, Secretary, or the Executive Director of FACC. All checks \$250.00 or less only requires the signature of one of the Executive Director although these checks may be signed by the President, Treasurer, or Secretary. All checks greater than \$250.00 will require the signature of the President, Treasurer, or Secretary.

SECTION 3. In the event of the dissolution of the FACC, except to a successor non-profit corporation having the same intent and purpose, all-remaining expenses and other financial obligations of the Board shall first be satisfied in full and thereupon any remaining assets of FACC shall be distributed based on 501(c)(6) guidelines.

ARTICLE VIII - MEETINGS

SECTION 1. ANNUAL MEETINGS. The Annual Meeting of the FACC shall be held in the first quarter of each year at a date and time selected by the Board of Directors. Notice of the Annual Meeting shall be given at least ten (10) days but not more than sixty (60) days prior to the Annual Meeting.

SECTION 2. REGULAR MEETINGS. Regular meetings of the FACC shall take place as scheduled by the Board of Directors. Notice of the regular meetings must be provided to the Board of Directors at least ten (10) days prior to the meeting.

SECTION 3. SPECIAL MEETINGS. Special Meetings of the FACC may be called by written request of three board members. Notice (including the purpose of the special meeting) shall be provided to the Board of Directors at least ten (10) days prior to the meeting.

SECTION 4. QUORUM. Five members shall constitute a quorum at any regular or special meeting of the FACC.

SECTION 5. MEETING BY TELEPHONE OR SIMILAR EQUIPMENT. A member may participate in a meeting by conference telephone or any similar communications equipment through which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this section constitutes presence in person at the meeting.

SECTION 6. CONSENT TO ACTIONS WITHOUT MEETING. Any action required or permitted to be taken pursuant to authorization of the Board of Directors may be taken without a meeting if, before or after the action, all members consent to the action in writing. Written consents shall be filed with the minutes of the Board's proceeding.

ARTICLE IX- PARLIAMENTARY RULES

The proceedings of FACC meetings shall be governed by and conducted according to the latest edition of Robert's Rules of Order.

ARTICLE X- INDEMNIFICATION

SECTION 1. NONDERIVATIVE ACTIONS. Subject to all of the other provisions of this Article, FACC shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding. This includes any civil, criminal, administrative, or investigative proceeding, whether formal or informal (other than an action by or in the right of the corporation). Such indemnification shall apply only to a person who was or is a director or officer of FACC, or who was or is serving at the request of FACC as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise, whether for profit or not for profit. The person shall be indemnified and held harmless against expenses (including attorney fees), judgments, penalties, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or proceeding, if the person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of FACC or its members. With respect to any criminal action or proceeding, the person must have had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or on a plea of *nolo contendere* or its equivalent, shall not by itself create a presumption that (a) the person did not act in good faith and in a manner that the person reasonably believed to be in or not opposed to the best interests of the corporation or its members or (b) with respect to any criminal action or proceeding, the person had reasonable cause to believe that his or her conduct was unlawful.

SECTION 2. DERIVATIVE ACTIONS. Subject to all of the provisions of this Article, FACC shall indemnify any person who was or is a party to, or is threatened to be made a party

to, any threatened, pending, or completed action or suit by or in the right of FACC to procure a judgment in its favor because (a) the person was or is a director or officer of FACC or (b) the person was or is serving at the request of FACC as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, or other enterprise, whether or not for profit. The person shall be indemnified and held harmless against expenses (including actual and reasonable attorney fees) and amounts paid in settlement incurred by the person in connection with the action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of FACC or its members. However, indemnification shall not be made for any claim, issue, or matter in which the person has been found liable to FACC unless and only to the extent that the court in which the action or suit was brought has determined on application that, despite the adjudication of liability but in view of all circumstances of the case, the person is fairly and reasonably entitled to indemnification for the expenses that the court considers proper.

SECTION 3. EXPENSES OF SUCCESSFUL DEFENSE. To the extent that a person has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Sections 1 or 2 of this Article, or in defense of any claim, issue, or matter in the action, suit, or proceeding, the person shall be indemnified against expenses (including actual and reasonable attorney fees) incurred in connection with the action and in any proceeding brought to enforce the mandatory indemnification provided by this article.

SECTION 4. CONTRACT RIGHT; LIMINATION ON INDEMNITY. The right to indemnification conferred in this Article shall be a contract right and shall apply to services of a director or officer as an employee or agent of FACC as well as in such person's capacity as a director or officer. Except as provided in Section 3 of this article, FACC shall have no obligations under this article to indemnify any person in connection with any proceeding, or part thereof, initiated by such person without authorization by the Board of Directors.

SECTION 5. DETERMINATION THAT INDEMNIFICATION IS PROPER. Any indemnification under Sections 1 or 2 of this Article (unless ordered by a court) shall be made by FACC only as authorized in the specific case. FACC must determine that indemnification of the person is proper in the circumstances because the person has met the applicable standard of conduct set forth in Sections 1 or 2, whichever is applicable. The determination shall be made in any of the following ways:

1. By a majority vote of a quorum of the board consisting of directors who were not parties to such action, suit, or proceeding.
2. If the quorum described in clause (a) above is not obtainable, by a committee of directors who are not parties to the action. The committee shall consist of not less than two disinterested directors.
3. By independent legal counsel in a written opinion.
4. By the members.

SECTION 6. PROPORTIONATE INDEMNITY. If a person is entitled to indemnification under Sections 1 or 2 of this Article for a portion of expenses, including attorney fees, judgments, penalties, fines, and amounts paid in settlement, but not for the total amount, FACC

shall indemnify the person for the portion of the expenses, judgments, penalties, fines, or amounts paid in settlement for which the person is entitled to be indemnified.

SECTION 7. EXPENSE ADVANCE. Expenses incurred in defending a civil or criminal action, suit, or proceeding described in Sections 1 or 2 of this Article may be paid by FACC in advance of the final disposition of the action, suit, or proceeding on receipt of an undertaking by or on behalf of the person involved to repay the expenses, if it is ultimately determined that the person is not entitled to be indemnified by FACC. The undertaking shall be an unlimited general obligation of the person on whose behalf advances are made, but it need not be secured.

SECTION 8. NONEXCLUSIVITY OF RIGHTS. The indemnification or advancement of expenses provided under this article is not exclusive of other rights to which a person seeking indemnification or advancement of expenses may be entitled under a contractual arrangement with FACC. However, the total amount of expenses advanced or indemnified from all sources combined shall not exceed the amount of actual expenses incurred by the person seeking indemnification or advancement of expenses.

SECTION 9. INDEMNIFICATION OF EMPLOYEES AND AGENTS OF FACC. FACC may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses to any employee or agent of FACC to the fullest extent of the provisions of this article with respect to the indemnification and advancement of expenses of directors and officers of FACC.

SECTION 10. FORMER DIRECTORS AND OFFICERS. The indemnification provided in this Article continues for a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors, and administrators of that person.

SECTION 11. INSURANCE. FACC may purchase and maintain insurance on behalf of any person who (a) was or is a director, officer, employee, or agent of FACC or (b) was or is serving at the request of FACC as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise. The insurance may protect against any liability asserted against the person and incurred by him or her in any such capacity or arising out of his or her status as such, whether or not FACC would have power to indemnify against liability under this article or the laws of the state of Michigan.

SECTION 12. CHANGES IN MICHIGAN LAW. If there are any changes in the Michigan statutory provisions applicable to FACC and relating to the subject matter of this article, the indemnification to which any person shall be entitled shall be determined by the changed provisions, but only to the extent that the change permits the corporation to provide broader indemnification rights than the provisions permitted FACC to provide before the change.

ARTICLE XI- CONFLICTS OF INTEREST

SECTION 1. PURPOSE. The purpose of these conflict of interest provisions is to protect FACC'S interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of FACC or might result in a possible excess

benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations. FACC, through the Board of Directors, shall encourage all interested persons and fiduciaries (as defined below) to prevent conflicts of interest where possible.

SECTION 2. DEFINITIONS.

1. Interested Person: Any director, officer, or member of a committee, who has a direct or indirect financial interest, as defined below, is an interested person.
2. Financial Interest: A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:
 - a. An ownership or investment interest in any entity with which FACC has a transaction or arrangement,
 - b. A compensation arrangement with FACC or with any entity or individual with which FACC has a transaction or arrangement, or
 - c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which FACC is negotiating a transaction or arrangement.
3. Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

SECTION 3. DISCLOSURE. When an interested person has a financial interest in or is affiliated with an organization seeking to provide services or facilities to FACC, or when an interested person has any duality of interest or possible conflict of interest, real or apparent, such affiliation or conflict of interest should be disclosed both orally and in writing to the Board of Directors and made a matter of record, either when the interest becomes a matter of Board action or as part of a periodic procedure to be established by the Board. An affiliation with an organization will be considered to exist when an interested person or a member of his or her immediate family or close relative is an officer, director, director, partner, employee or agent of the organization, or has any other substantial interest or dealings with the organization.

SECTION 4. VOTING. Any interested person having a duality of interest or possible conflict of interest on any matter should not vote or use his or her personal influence on the matter. The interested person shall leave any meeting during the discussion of the matter. However, he or she may be counted in determining a quorum for the meeting at which the matter is voted on, as permitted by law. The Board should obtain and rely on appropriate comparability data, when appropriate. The minutes of the meeting should reflect that the disclosure was made, that the interested Board member abstained from voting, whether his or her presence was counted in determining a quorum, and whether comparability data was considered and used as a basis for making the decision. The comparability data should be attached to the minutes and made a part of the record.

SECTION 5. CONFLICT OF INTEREST POLICY FOR NON-DIRECTORS/OFFICERS. A conflict of interest occurs when a person under a duty to promote the interests of FACC (a "fiduciary") is in a position to promote a competing interest instead. Fiduciaries include all FACC employees, contractors, or other persons not governed by Sections 1 through 4

of this Article. Undisclosed or unresolved conflicts of interest are a breach of the duty to act in the best interests of FACC and work to the detriment of FACC.

SECTION 6. DISCHARGING CONFLICTS OF INTEREST. All conflicts of interest must be disclosed to the Board of Directors. After disclosure is made, the fiduciary with a conflicting interest must not participate in discussion or evaluation of the merits of that matter unless to respond to specific questions asked by the Board of Directors.

ARTICLE XII – AMENDMENTS

These bylaws may be amended or altered by a two-thirds majority of the Board of Directors at any regular or special meeting provided notice of the proposed change shall have been mailed and/or emailed to the membership not less than 10 calendar days prior to the meeting at which a vote is proposed to be taken.