



JCCA Mission

To encourage the use of quality contractors and construction trades partners that positively impact our local community.

JCCA General Membership Agenda March 10, 2021 at 5:00

****At Steaks Eatery this month****

- Call to Order
- Pledge/Invocation
- Welcome with self-introductions around the room
Pause meeting to eat once done re-opening meeting
- Approve November membership minutes
- President's Report
Ted to stay president until elections in May
- Treasurers Report- Melissa Stroede
Update on 2020 dues and dinners outstanding
Update on 2021 invoice still outstanding
- Education Report- Dan Draper
March – Jackson YMCA – Shawna Tello, Fred Hauser, Steve Depew
Lally Group - Steve Patch with a brief tax summary
April – Walton Insurance – Brian Drummond
May – JCCA Scholarship recipients and elections
- Scholarship Committee- Dan Draper
Accepting scholarship applications – see www.JCCA.biz for application
- Marketing Report - Ted Christoff
“Like” the JCCA facebook page www.facebook.com/ThinkJacksonContractorsFirst
Present 3 bricks awards – Little Caesars – Airport (Tammy Myers with sons Paul & Ryan Myers), Jackson Pediatric Dentistry/Summit Orthodontics (Steve Davenport, Jessica Backinger, Donn Roberts – Architect, Tom Garrett – O’Harrow as General Contractor and City of Jackson for CP Federal Square (Jonathan Greene)
- Membership Report/Sponsor Support - Tom Rooney
Some 2021 dues are still outstanding – please check with Melissa to get those paid

Dinner Sponsors – Mark Schissler

Paul E Bangel Co., Pavement Management LLC/Mullins Asphalt, Prominent Design & Build Inc., Richmond Agency, Roberts & Associates, AIA, RW Mercer Co., Safety Systems Inc., Schissler Certified Payment Consultants, McKibbin Media Group

- New Business
Approval of revised JCCA bylaws

- Local Projects Report

- JCCA Membership Drawing – to be on with Greg O'Connor
- 50/50 Drawing - \$5 for 3 and \$10 for 7 tickets – **Bring cash!!**
- Membership Drawing

- Steve Patch
Brief summary of current tax guidelines

- Next Meetings:
Board Meeting April 12th at Noon at Christoff & Sons
Membership Meeting April 4th at 5:00 pm at Cascades Manor House

Golf Outing - August 13, 2021 at 9:00 am at Hankerd Hills

- Adjourn



JCCA Mission

To encourage the use of quality contractors and construction trades partners that positively impact our local community.

JCCA General Membership Minutes Nov. 11, 2020 at 5:00

Present: 25 attendees

- Call to Order 5:30 pm
- Pledge/Invocation
- Welcome new members and guests
Self introductions around the room
Pause meeting to eat once done re-opening meeting
- Approve October membership minutes
- President's Report
Looking for a President: Doug Warren, Someone from mercer or o'harrow? Ryan at Bruton? Dennis Mitchell at Hadaway
- Treasurers Report- Melissa Stroede
2021 Invoices being sent via email
- Education Report- Dan Draper
Bruce Inosencio to speak on insurance issue – Call agent to see if you have hired non-owned vehicle coverage.
Ideas on topics or speakers? Ideas for 2021
The Jackson Area Career Center construction trades program is seeking to add industry representatives to their fall advisory meeting. This is a chance for you to hear about where the program is headed and to gain valuable insight from you about where the construction industry is headed. The meeting is set for November 23rd from 5:30-6:30 and will be done using a Zoom video conference. Please let Dan Draper know of your interest so that an invitation can be sent to your email address.
- Marketing Report - Ted Christoff
“Like” the JCCA facebook page www.facebook.com/ThinkJacksonContractorsFirst
 - Creating a JCCA Forum for member conversations
Brick Award – Noms till Nov. 17, Melissa Stroede to be on review committee
Jackson Magazine – ads and guide (Feb. issue)
- Membership Report/Sponsor Support - Tom Rooney/Mark Schissler
Need to be dropped from Website:
New View Painting, Production Realty
Need to be called to renew or add to membership:
Great Lakes Graphics (ted), Johnson Sign (ted), Renovations Plus (Tom), TNN LLC/308 Brass Rail (Tom), Printer Source Plus (ted), Computer Ties (ted)
Lead from website
Tyler Suomala – design firm – Looking to join after first of the year

Dinner Sponsors

McDonald Roofing - Present
Menards - Present
Minuteman Sewer & Drain - Present

Northply Contracting
O'Harrow Construction
OmniSource

- Scholarship Committee- Patrick Hitchingham
Updating scholarship form
- Christmas Party – Dec. 2, 2020 at CCJ – Kim Rowe
6-7 pm drinks, 7 dinner/celebration. CCJ has 125 limit, \$32 served meal, Invite 2 reps per company, 2 free drink tickets to members who pay 2021 dues, Support Toys for Tots, Music by Mallery Lynn - \$800
- Mission statement revision proposal: To encourage the use of quality contractors and construction trades partners that positively impact our local community.
- update website, facebook, directory
- New Business – n/a
- Local Projects Report – n/a
- Education Presentation – Taxes with Steve Patch.
Planning today, tomorrow and into the future
Angela to email PowerPoint to members
- JCCA Membership Drawing – to be on with Greg O'Connor – Ryan from Bruton
- 50/50 Drawing - \$5 for 3 and \$10 for 7 tickets – Bring cash!! – Doug Hansen \$70
- Membership Drawing – Ted to draw tmrw and inform recipient if they won the 50/50 progressive pot
- Next Meetings:
Christmas Party – Dec. 2, 2020 at 6:00 pm at CCJ
Board Meeting December 7, 2020 at Noon at Christoff & Sons
- Adjourn 7:30 pm

Respectfully submitted
Angela Machnik

Treasurer's Memo

3/4/2021 Board Meeting

- \$2,629 in receivables for the month of February.
- Re-invoicing anything that is past due more than 60 days.
- Follow-up emails/phone calls with those that have more than one outstanding invoice.
- Would like to ask JTV and McKibbin Media to invoice JCCA for annual amount.
- Steve Patch and Angela have inquired about being able to receive invoiced payments via credit card. Will talk with Steve next Wednesday at the Board meeting to discuss next steps in linking it with QuickBooks.
- Will be adding ACH as a method of payment through online banking to avoid checks getting delayed in the mail. ACH will be at no cost for the organization. Can give further detail on how I can initiate payments and collect dues through the ACH program.

Jackson Commercial Contractors Association

A/R Aging Summary

As of March 4, 2021

| | CURRENT | 1 - 30 | 31 - 60 | 61 - 90 | 91 AND OVER | TOTAL |
|---|---------|---------|---------|---------|-------------|------------|
| ABC Supply Co., Inc. | | | | 250.00 | | \$250.00 |
| Aladdin Electric, Inc | | | | 250.00 | 250.00 | \$500.00 |
| Allen Brothers Fence | | | | 250.00 | | \$250.00 |
| Alro Steel | | | | 250.00 | | \$250.00 |
| American Office Solutions | | | | 250.00 | | \$250.00 |
| Bethesda Plumbing | | | | 250.00 | | \$250.00 |
| Bruton Electric LLC. | | | | 250.00 | | \$250.00 |
| Christoff & Sons Floor Covering | | -100.00 | | | | \$ -100.00 |
| Collins Design/Build Inc | | | | 250.00 | -25.00 | \$225.00 |
| Country Club Turf, Inc. | | | | 250.00 | 250.00 | \$500.00 |
| D.E. Excavating, LLC. | | | | 250.00 | 89.00 | \$339.00 |
| DK Steel Erectors | | | | 250.00 | 339.00 | \$589.00 |
| Englewood Electrical Supply | | | | 250.00 | | \$250.00 |
| EPM Lawnscape & Supply | | | | 250.00 | | \$250.00 |
| General Materials | | | | 250.00 | | \$250.00 |
| Granger Waste Services | | | | | 116.25 | \$116.25 |
| Great Lakes Graphics, Inc. | | | | 250.00 | 366.25 | \$616.25 |
| Griswold Carpet One | | | | 250.00 | | \$250.00 |
| Hankerd Hills | | | | | 116.25 | \$116.25 |
| Inosencio & Fisk PLLC | | | | 250.00 | | \$250.00 |
| Jackson Canvas Co. | | | | 250.00 | | \$250.00 |
| Jackson Glass Works | | | | 250.00 | | \$250.00 |
| Jim Winter Buick | | | | 250.00 | | \$250.00 |
| Jones Construction Solutions | | -75.00 | | | | \$ -75.00 |
| JTV Inc. | | | | 250.00 | | \$250.00 |
| L & W Supply Corporation | | | | 250.00 | 162.00 | \$412.00 |
| Masonry By Design | | | | 250.00 | | \$250.00 |
| North-Ply Contracting Co. | | | | 395.00 | | \$395.00 |
| O'Harrow Construction Company | | | | 395.00 | | \$395.00 |
| OmniSource | | | | 395.00 | | \$395.00 |
| Paul E. Bengel Company | | | | 250.00 | | \$250.00 |
| Pavement Management LLC/Mullins Asphalt | | | | 250.00 | | \$250.00 |
| Quality Glass Napoleon Inc. | | | | 250.00 | | \$250.00 |
| Rehmann | | | | | 108.00 | \$108.00 |
| Safety Systems, Inc. | | | | 250.00 | | \$250.00 |
| Shafer RediMix | | | | 250.00 | | \$250.00 |
| Sharp Construction Co. | | | | 250.00 | | \$250.00 |
| SHIVELY- BUOMA INC. | | | | 250.00 | | \$250.00 |
| Spirit Steel Co. | | | | 250.00 | 250.00 | \$500.00 |
| Spring Arbor Lumber | | | | 250.00 | | \$250.00 |
| The Enterprise Group | | | | 250.00 | | \$250.00 |
| Walton Insurance Group | | | | 250.00 | | \$250.00 |
| Wellman Masonry Inc. | | | | 250.00 | | \$250.00 |
| Willbee Transit Mix Co. | | | | 250.00 | | \$250.00 |

Jackson Commercial Contractors Association

A/R Aging Summary

As of March 4, 2021

| | CURRENT | 1 - 30 | 31 - 60 | 61 - 90 | 91 AND OVER | TOTAL |
|----------------------------------|---------------|-------------------|---------------|--------------------|-------------------|--------------------|
| Willis & Jurasek, PC | | | | 250.00 | | \$250.00 |
| Yearling Electrical Service, LLC | | | | 250.00 | 250.00 | \$500.00 |
| TOTAL | \$0.00 | \$ -175.00 | \$0.00 | \$10,685.00 | \$2,271.75 | \$12,781.75 |

Jackson Commercial Contractors Association

Balance Sheet
As of March 4, 2021

| | TOTAL |
|--|--------------------|
| ASSETS | |
| Current Assets | |
| Bank Accounts | |
| 1000 County National Bank | 25,090.46 |
| 1010 Cash Flagstar Bank | 0.00 |
| Total Bank Accounts | \$25,090.46 |
| Accounts Receivable | |
| 1200 Accounts Receivable Members | 12,781.75 |
| Total Accounts Receivable | \$12,781.75 |
| Other Current Assets | |
| 12000 Undeposited Funds | 0.00 |
| Total Other Current Assets | \$0.00 |
| Total Current Assets | \$37,872.21 |
| TOTAL ASSETS | \$37,872.21 |
| LIABILITIES AND EQUITY | |
| Liabilities | |
| Current Liabilities | |
| Other Current Liabilities | |
| 2200 Payable to Toys for Tots | 0.00 |
| 2300 Deferred Revenue | 0.00 |
| 2500 50/50 Drawing fund | 527.21 |
| 2600 Scholarship Fund | 10,068.00 |
| Total Other Current Liabilities | \$10,595.21 |
| Total Current Liabilities | \$10,595.21 |
| Total Liabilities | \$10,595.21 |
| Equity | |
| 30000 Opening Balance Equity | 0.00 |
| 3500 Retained Earnings | 32,814.92 |
| Net Income | -5,537.92 |
| Total Equity | \$27,277.00 |
| TOTAL LIABILITIES AND EQUITY | \$37,872.21 |

Jackson Commercial Contractors Association

Profit and Loss

January 1 - March 4, 2021

| | TOTAL |
|--------------------------------------|---------------------|
| Income | |
| 4010 Membership Dues | 750.00 |
| Total Income | \$750.00 |
| GROSS PROFIT | \$750.00 |
| Expenses | |
| 5012 Advertising Jkn Chamber* | 2,000.00 |
| 5013 Advertising Jkn Radio Works* | 369.32 |
| 5014 Advertising Jkn Magazine* | 765.00 |
| 5015 Advertising JTV, Inc.* | 399.00 |
| 5030 Board Meeting | 328.60 |
| 6020 Insurance | 525.00 |
| 6045 Membership Drive \$50 discounts | 100.00 |
| 7040 QuickBooks fee | 63.00 |
| 7050 Secretarial Fee | 1,330.00 |
| 7060 Telephone Services | 408.00 |
| Total Expenses | \$6,287.92 |
| NET OPERATING INCOME | \$ -5,537.92 |
| NET INCOME | \$ -5,537.92 |

**BY-LAWS
OF
JACKSON COMMERCIAL CONTRACTORS ASSOCIATION, INC.**

ARTICLE I — MEMBERSHIP AND MEETINGS

Section 1. Regular Membership- Any business entity engaged as a general commercial and/or industrial construction contractor, specialized construction trades, vendors and suppliers of construction materials, equipment, and services, and businesses or individuals providing services to said contractors, trades, vendors and suppliers, with a principal place of business permanently located in the County of Jackson, Michigan, or the duly and properly authorized representative of such entity, whether individual or corporate, upon application, payment of dues and agreement to be bound by the provisions of the Association's Articles of Incorporation and these By-Laws, shall, subject to approval of the Board of Directors, be eligible for membership as a Regular ~~m~~Member herein and continue such membership until resignation or other removal, as hereinafter set forth.

Section 2. Community Partner. Community Partner membership shall be available to building inspectors and governmental representatives serving ~~the County of Jackson, County,~~ the City of Jackson, any townships within the County of Jackson, any villages within the County of Jackson, chambers of commerce ~~promoting business activities within the County of Jackson,~~ service and trade organizations, non-profit organizations, ~~Townships,~~ the Jackson County ~~intermediate s~~School ~~d~~Districts, any private or parochial or public school situated within the County of Jackson, and all institutions of higher education, located in Jackson County. Community Partners shall not pay dues to the Association.

Community Partners, upon application and agreement to be bound by the provisions of the Association's Articles of Incorporation and these By-Laws, shall, subject to approval of the Board of Directors, be eligible for membership as a Community Partner of the Association and continue membership until resignation or other removal as hereinafter set forth. A Community Partner is not entitled to vote at any ~~regular or special~~ meetings of the Association. A Community Partner may not serve as an Officer of the Association. A Community Partner may serve as a Committee Chairperson and may serve as a Director on the Board of Directors, but may not, in either capacity, vote at any ~~regular or special~~ meeting of the Board of Directors.

Section 3. Annual Meeting. The annual meeting of the Association shall be held on the second Wednesday of May in every year or at such time and place as may be set by the Board of Directors, and notice shall be given to the membership at least ten days prior to the date. The annual meeting shall be for the purpose of electing the officers as hereinafter provided and the Board of Directors of the Association for the ensuing year and for the transaction of such other business as may come before the Association.

Section 4. Monthly Meetings. Monthly meetings shall be held for the entire membership on the second Wednesday of each month, or at such time and place as may be set by the Board of Directors and upon ~~written~~ notice of at least five (5) days to the membership. The purpose of the meeting shall include acting upon any business of the Association in connection with the furtherance of the purposes thereof and to transact such other business as may properly come before the membership.

Section 5. Special Meetings. Special meetings of the membership may be held upon the call of the Board of Directors when such meeting shall be necessary for the carrying out of the

Association's purposes. ~~Written~~ Notice of such Special Meeting shall be given by the Secretary/~~Treasurer~~ to the membership at least two (2) days prior to the meeting and such notice shall set forth the time, place, and purpose of the ~~Special~~ Meeting.

Section 6. Voting. Each Regular Member shall be entitled to one (1) vote at any ~~a~~Annual Meeting or ~~s~~Special Meeting. Regular Members shall each be entitled to one (1) vote at regular Monthly Meetings. Community Partners are not entitled to voting rights of any kind, for any reason, at any meeting of the Board of Directors or the Regular Members of the Association.

Section 7. Discontinuance of Membership. In the event that any ~~Regular~~ Member shall fail to pay dues or assessments within ten (10) days after the same are due, in accordance with these By-Laws or resolutions of the Board of Directors, or shall fail to perform the duties and requirements of membership as set forth in these By-Laws, its membership shall discontinue and ~~written~~ notice thereof shall be given to it by action of the Board of Directors.

In the event that any such ~~entity~~Regular Member whose membership has been discontinued shall believe itself aggrieved and shall believe that such membership has been discontinued unwarrantedly, it shall have a right of appeal to the Regular Membership and a right of hearing before such membership at any regular or special meeting called for such purpose and, ~~after such hearing~~, may be reinstated to membership ~~after such hearing on aif at least two-thirds (2/3) vote~~ of the Regular Members present ~~and voting~~ vote in favor of restoring the membership of the Regular Member whose membership had been discontinued.

Section 8. Quorum. A quorum of the ~~Regular~~ Members shall consist of more than one-third (1/3) of the Regular Members.

Section 9. Organization. The President shall call all meetings of the Board of Directors, the Annual Meeting, the Monthly Meetings, and Special Meetings of the Regular Members to order and shall act as the chairperson of such meeting. The duly-elected Host shall act as Secretary of the Association shall act as Secretary at all meetings of the membership, but in the Host's absence of the Secretary, the presiding officer may appoint any person to act as Secretary of the meeting.

ARTICLE II — BOARD OF DIRECTORS

Section 1. Number and Term of Office. The business and affairs of the Association shall be conducted by a Board of Directors, comprised of five (5) Directors, determined by ballot by the a vote of the Regular Members at the Annual Meeting, and upon election the Directors shall select a Chairman from amongst themselves. Each Director shall be elected to serve for the term of two (2) years, or until his or her successor shall be elected and qualified, except as hereinafter otherwise provided for filling vacancies. The terms of the Directors shall be staggered, to the extent possible, so that the term of no more than three (3) Directors ends contemporaneously.

Section 2. Vacancies. In case of any vacancy in the Board of Directors through death, resignation, disqualification or other cause, the remaining Directors, by an affirmative vote of a majority thereof, may elect a successor to hold office for the unexpired portion of the term.

Section 3. Place of Meeting. The Directors may hold separate meetings and may have one or more offices and keep the books of the Association and other Association records at such place or places as, from time to time, they may determine. Any Regular Member and

Community Partner not serving as a Director may attend meetings of the Board of Directors, but shall not have voting rights at such meetings.

Section 4. Regular Meetings. It is not required that the Board of Directors hold regular meetings other than the Annual Meeting.

Section 5. Special Meetings. Special ~~m~~Meetings of the Board of Directors shall be held whenever called by direction of ~~theits Board~~ Chairperson~~man~~ or of the President or by one-third (1/3) of the Directors.

Section 6. Notice of Meeting. The Secretary shall give ~~written~~ notice of the time and place of holding each Board of Directors meeting (except for the meeting held pursuant to a resolution adopted at the annual meeting of members). The Secretary shall provide ~~written~~ notice of all Special Meetings and the Annual Meeting. Unless otherwise indicated in the notice thereof, any and all business may be transacted at a ~~S~~pecial ~~m~~Meeting.

Section 7. Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business, but if at any meeting ~~of the Board of Directors~~ less than a quorum is present, a majority of those present may adjourn the meeting from time to time.

Section 8. Directors' Powers. The ~~Board of~~ Directors shall have all of the powers usually incident to and permitted by the statutes of the State of Michigan for the Directors of non-profit corporations and including, without limitation, the power to do any and all acts which shall foster the business of ~~buildingcommercial~~ contractors in ~~and about the area of~~ the County of Jackson in the State of Michigan for the mutual benefit of the members of the Association. The Association shall not act through its members, or otherwise, for the purpose of fixing prices,

either through bidding upon construction contracts, or otherwise. The Association shall exist for the mutual benefit, social and business interaction of the members and promotion of the employment of members of the Association by the purchasers of commercial construction and construction services in ~~the greater Jackson County area~~. The Association shall not exist for direct pecuniary profit.

ARTICLE III — OFFICERS

Section 1. Officers. Officers of the Association shall be Regular Members and the offices shall consist of a President, Immediate Past President, Vice-President, Secretary, and Treasurer. The President, Vice-President, Secretary, and Treasurer shall be elected at the Annual Meeting by the Regular Members and shall serve on the Board of Directors in addition to the seven Directors set forth in Article II, Section 1.

Section 2. Powers and Duties of the President. The President shall preside at all meetings of the members and at meetings of the Board of Directors and he or she shall have the power to sign and execute all contracts and instruments in the name of the Association, to sign checks, drafts, notes and orders for payment of money and appoint and discharge agents and employees, subject to the approval of the Board of Directors and shall perform all of the duties usually incident to the office of President.

The President shall also appoint, by and with the consent and advice of the Board of Directors, various committees of the Association, as hereinafter named.

Section 3. Vice-President. The Vice-President shall have such powers and perform such duties as may be delegated to him or her by the Board of Directors and in the absence of the President, shall perform the duties and exercise the powers of the President.

Section 4. Powers and Duties of the Secretary. The Secretary shall take and keep the minutes of all ~~General~~Monthly Meetings and Special Meetings of the Association, General and Special Meetings of the Board of Directors, ~~and~~ minutes of the Annual Meetings and other records of the Association and may sign with the President or Vice-President in the name of the Association all contracts and instruments authorized by the Board of Directors and when so ordered by the Board of Directors, affix the seal of the Association thereto.

Section 5. Powers and Duties of the Treasurer. The Treasurer shall have the custody of all funds and securities of the Association which may come into its hands and shall issue and sign, subject to approval of the Board of Directors, vouchers and checks for payment of obligations of the corporation and, generally, to perform the duties incident to the office of Treasurer. The Treasurer shall have charge of the membership rolls.

ARTICLE IV — COMMITTEES

Section 1. Committees Established. The President shall appoint, by and with the advice, consent and direction of the Board of Directors as soon after the Annual Meeting as may be practicable, committees deemed advisable or necessary by the Board of Directors. Existing committees are Scholarship, Marketing, Education, and Membership.

Section 2. Duties of Committees. Such committees shall have such duties as directed upon their appointment by the President, as aforesaid, and generally commensurate and customary with the purpose of the named committee.

Section 3. Committee Chairs as Directors. The Committee Chairs of the Scholarship, Marketing, Education, and Membership committees shall serve as Directors on the Board of Directors and are included in the five (5) Directors set forth in Article II, Section 1. The Committee Chairs of the Scholarship, Marketing, Education, and Membership committees shall be elected at the Annual Meeting by the Regular Members.

ARTICLE IV — FINANCES

Section 1. Dues. Dues shall be Two hundred Fifty and 00/100 dollars (\$250.00) per year for each Regular Member. Dues invoices shall be sent to all Regular Members, via electronic mail, or first class mail (postage prepaid), no later than November 1 of each year, Dues invoices payable shall be paid on or before no later than the 1st of March December 1 of each year. For new Regular Members that have not been a Regular Member at any time in the preceding five (5) years, annual dues shall be pro-rated on a quarterly basis to reflect the number of calendar months remaining in the membership year for the year in which the incoming Member is joining the Association. Community Partners shall not pay dues to the Association.

Section 2. Regular Monthly Meeting Meal Expenses. The cost of Regular Monthly Meeting meals shall be paid by the Regular Members, in alphabetical order increments of six (6) Regular Members. New Regular Members shall not be required to contribute to the payment of Regular Monthly Meeting meals for a period of one (1) year from the commencement of membership.

~~ARTICLE V COMMITTEES~~

~~Section 1. Committees Established.~~ The President shall appoint, by and with the advice, consent and direction of the Board of Directors as soon after the Annual Meeting as may be practicable, committees deemed advisable or necessary by the Board of Directors. Existing committees are Scholarship, Marketing, and Education.

~~Section 2. Duties of Committees.~~ Such committees shall have such duties as directed upon their appointment by the President, as aforesaid, and generally commensurate and customary with the purpose of the named committee.

~~Section 3. Committee Chairs as Directors.~~ The Committee Chairs of the Scholarship, Marketing, and Education committees shall serve as Directors on the Board of Directors and are included in the seven Directors set forth in Article II, Section 1. The Committee Chairs of the Scholarship, Marketing, and Education committees shall be elected at the Annual Meeting by the Regular Members.

ARTICLE VI — INDEMNIFICATION

Section 1. Nonderivative Actions. Subject to all of the other provisions of this article, the Association shall indemnify any person who was or is an Officer or Director of the Association, 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 Association). Such indemnification shall apply only to a person who was or is a Director or Officer of the Association or who was or is serving at the request of the Association 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 the person 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 the Association. 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, or 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 the person reasonably believed to be in or not opposed to the best interests of the Association, 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, the Association shall indemnify any person who was or is a Director or Officer 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 the Association to procure a judgment in its favor because (a) the person was or is a Director or Officer of the Association, or (b) the person was or is serving at the request of the Association 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 such 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 the Association. However, indemnification shall not be made for any claim, issue, or matter in which the person has been found liable to the Association unless and only to the extent that the court in which such 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; Limitation 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 the Association as well as in such person's capacity as a Director or Officer. Except as provided in Section 3 of this Article, the Association 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 the Association only as authorized in the specific case. The Association 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. Such determination shall be made in any of the following ways:

(a) By a majority vote of a quorum of the Board or Directors consisting of Directors who were not parties to such action, suit, or proceeding.

(b) If the quorum described in clause (a) above is not obtainable, then by a committee of Directors who are not parties to the action. The committee shall consist of not less than two (2) disinterested Directors.

(c) By independent legal counsel in a written opinion.

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, the Association 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 the Association 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 the Association. The undertaking shall be an unlimited general obligation of the person on whose behalf advances are made, but 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 the Association. 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. 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 10. Insurance. The Association may purchase and maintain insurance on behalf of any person who (a) was or is a Director, Officer, employee, or agent of the Association, or (b) was or is serving at the request of the Association as a Director, Officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise. Such 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 the Association would have power to indemnify against such liability under this article or the laws of the [s](#)State of Michigan.

Section 11. Changes in Michigan Law. If there are any changes in the Michigan statutory provisions applicable to the Association and relating to the subject matter of this Article, then the indemnification to which any person shall be entitled shall be determined by such changed provisions, but only to the extent that any such change permits the Association to provide broader indemnification rights than such provisions permitted the Association to provide before any such change.

ARTICLE VII — MISCELLANEOUS

Section 1. Fiscal Year. The fiscal year of the Association shall begin on the first day of January, and terminate on the ~~31~~last day of December, in each year.

Section 2. Amendments. The Regular Members, by the affirmative vote of a majority present and voting, may make, alter or amend these By-Laws at any Annual, Regular or Special Meeting, if notice as required by these By-Laws has been provided.

Section 3. Notices. Any notice required by these By-Laws shall be provided in writing; written notice may be accomplished via written correspondence delivered in person, or via written correspondence delivered by a nationally recognized courier (e.g., UPS, USPS, or FedEx).

Section 4. Executive Director. The President shall have the authority to engage or terminate, after obtaining the affirmative vote of a majority of the Board of Directors, an Executive Director in an “at will” independent contractor relationship. In no event shall the Executive Director be an employee of the Association. Said Executive Director may be, but is not required to be, a Regular Member or Community Partner of the Association. Said Executive Director shall be paid a fee by the Association in an amount approved by the affirmative vote of a majority of the Board of Directors. The Executive Director shall endeavor to assist the Association with administrative tasks, promotional efforts, communications with Regular Members and Community Partners, and shall assist in other functions and capacities as may be requested periodically by the Board of Directors.