Amendment 3
to the WEST Express Swim Team Bylaws

This Amendment No. 3 to the Bylaws of the WEST Express Swim Team, Inc. ("Bylaws") was approved and adopted by majority vote by the Board of Directors on May 16, 2017 (the "Amendment Effective Date") with reference to the following facts:

A. Our mission statement and philosophy are added to Article III, Section 1 as follows:

E. OUR MISSION

To provide a structured, competitive, and safe environment that meets the needs and exceeds the expectations of athletes. Our mission is met through our adherence to WEST Express Swim Team's philosophy.

F. OUR PHILOSOPHY

WEST Express Swim Team offers opportunities for participants to develop physically, intellectually and emotionally through various learning experiences as a member of a progressive, competitive swimming program focused on:

- Excellence in all aspects of swimming
- Inclusive and supportive environment
- Appreciation of having fun, working hard, and having fun

WEST Express Swim Team is a USA Swimming year round competitive swim team offering high quality professional coaching and technique instruction for all ages and abilities. The goal of our team is to provide every member an opportunity to improve swimming skills and achieve success at his or her level of ability, from novice to international competitor.

Amendment 2
to the WEST Express Swim Team Bylaws

This Amendment No. 2 to the Bylaws of the WEST Express Swim Team, Inc. ("Bylaws") was approved and adopted by majority vote by the Board of Directors on May 16, 2017 (the "Amendment Effective Date") with reference to the following facts:

A. The Bylaws of WEST were adopted on August 1999 and revised on October 2001, and October 2005
B. The WEST Board of Directors now desire to amend the Bylaws as set forth below
C. The Bylaws are deleted in their entirety and restated to read as follows:

WEST Express Swim Team, Inc.

http//westexpressswim.com

Bylaws of the WEST Express Swim Team, Inc. Adopted: August 1999
Revised October 2001, October 2005, May 2017

ARTICLE I- NAME

Section 1. The name of the organization shall be the "WEST Express Swim Team, Inc.", hereinafter referred to as the "Club" or "WEST".

Section 2. The office address of the Club shall be:
P.O. Box 185
Chaska, MN 55318

Section 3. The fiscal year of the Club shall commence the first day of September each year and terminate the 31st day of August the following year.

ARTICLE II- MEMBERSHIP

Section 1. There shall be two classes of members in the Club: (1) Regular members and (2) Competitor members. Regular members shall be defined as the parents or legal guardians of Competitor Members. Competitor members shall be those swimmers who are members of Minnesota Swimming Inc. ("M.S.I.") and have paid the current club dues.

Section 2. The membership shall be open to any resident of the state of Minnesota.

Section 3. The Membership shall also be contingent upon payment of such periodic registration fees and membership dues as the Board of Directors may from time to time determine.

ARTICLE III- PURPOSES AND POWERS

Section 1. The purpose of the Club shall include the following:

A. To provide an opportunity for all children eligible for membership to engage in a wholesome, lifesaving, lifetime sport, and recreational activity.

B. To promote physical fitness and good patterns of physical development and to encourage proper conditioning and health habits.

C. To provide opportunities for social, emotional, and educational development and to encourage peer and family participation; and

D. To promote the involvement in age specific programs and provide an opportunity for members to compete in organized swimming competitions.

Section 2. The powers of the Club shall include the following:

A. The participation in and conduction of such meets and competitions as the Board of Directors shall determine from time to time to be in the best interests of the Club;

B. The publication and distribution of programs, newsletters, and other publications designed to promote the activities and affairs of the Club;

C. The solicitation and sale of advertising space in such publications and obtaining of sponsorships for competitions and publications;

D. The contribution of money or other things of value for scholarships, programs or other causes in furtherance of the affairs and interests of the Club;

E. The retaining of such persons, firms, or corporations as may be necessary in order to provide special services to the club;

F. The purchase, sale, and conveyance of real or personal property and the entry into any contracts, leases, or other agreements necessary to properly conduct and administer the affairs of the Club;

G. The operation of food concessions and the sale of swimming equipment and paraphernalia to its members and to other persons; and

H. The authorization to engage in such other lawful activities as may be necessary to properly carry out the purposes of the Club and conduct its affairs.

ARTICLE IV- RIGHTS AND LIABILITIES OF MEMBERS

Section 1. No director, officer, member, or authorized agent, or representative of the Club shall be liable or responsible for any debts or liabilities of the Club except to the extent of their unpaid portion of membership dues and entry fees.

Section 2. Regular members shall have one (1) vote on all matters brought before a vote of the membership, provided, however if both parents or legal guardian of a Competitor member are Regular members, then such parents or guardians shall only have one (1) vote between them. Competitor members shall have no voting rights.

ARTICLE V- MEETINGS OF MEMBERS

Section 1. The Club shall hold a meeting of the membership annually at any time within six (6) months after the close of the fiscal year for the purpose of reviewing the activities and financial affairs of the Club, electing a Board of Directors, and conducting such other business as may properly come before the meeting. The Club may also hold other special meetings of the membership as may be necessary from time to time to properly conduct the affairs of the Club. Such special meetings may be called by the President of the Board of Directors, or by majority vote of the Board of Directors, or upon the written request of at least ten percent (10%) of the Regular members.

Section 2. All meetings of the members shall be held at a convenient hour and place designated by the Board of Directors. Written notice of the meeting shall be given to all members not less than ten (10) days before the said meeting.

Section 3. At any meeting of membership attendance in person of at least fifteen percent (15%) of the Regular members shall constitute a quorum. Only Regular members present at the meeting shall have the right to vote, as there shall be no voting by proxy. Unless otherwise established by the Articles of Incorporation or the by-laws, the decision of a majority of the members voting shall be the decision of the Club.

ARTICLE VI- BOARD OF DIRECTORS

Section 1. A board of nine (9) Directors shall be elected by and from the Regular members of the Club. The term of each Director shall be three (3) years, or until his successor is elected and qualified, with three (3) Directors being elected in each year. Any vacancy in the Board of Directors caused by death, resignation, or disqualification of a Director shall be filled by a majority vote of the remaining Directors until the next annual meeting. Candidates for the board must be members in good standing. Each family shall be limited to one (1) adult member on the board at any time.

Section 2. The duties and powers of the Board of Directors shall be such as usually devolve upon the Directors of any club or association and may include the selection of the place, fixing the date, and making all arrangements necessary for holding meetings of the Club and the publication of whatever data the Directors deem essential to the benefit of the Club. The Directors shall have the power to adopt rules and regulations, and to alter and amend the same from time to time, for the conduct of the business of the Club. The Board of Directors shall have the authority to generally conduct all the lawful affairs of the Club, including but not limited to, entering into any contracts, leases, or other agreements necessary to carry out the purposes of the Club. However the Board of Directors may not exercise any powers relating to either of the following:

A. Termination or discharge of coaches or other person providing special services.

B. Entering into a contract or agreement for the purchase or sale of real estate.

Such matters may only be accomplished by vote of the membership. The Directors shall otherwise exercise all the powers of the Club as permitted by law, subject to the provisions of the Articles of Incorporation and these bylaws.

Section 3. The Board of Directors shall annually elect from among the Directors a President, Vice President, Secretary, and Treasurer. A majority vote of the Board shall be necessary for the election of officers. No Director shall hold more than one (1) office at a time, except the offices of Secretary and Treasurer, which may be held by the same person in the discretion of the Board of Directors.

Section 4. The Board of Directors shall also have the authority to establish committees as may be necessary to further and promote the interests and activities of the Club. Such committees may be comprised of both Directors and other Regular members.

Section 5. The President shall preside at all meetings of the membership and of the Board of Directors, shall perform such other duties as may be determined by the Board of Directors, and shall perform and discharge such other duties as generally devolve upon a chief executive officer.

Section 6. The Vice-President shall perform all duties incumbent upon the President during the absence or disability of the President and perform such other duties as may be prescribed by the Board Of Directors.

Section 7. The Secretary shall have the custody and care of the corporate records of the Club, shall attend all meetings of the members and of the Board of Directors, shall keep a true and complete record of the proceedings of all such meetings, shall file and take charge of all papers and documents belonging to the Club, shall keep a list of members entitled to vote at the Club's principal office and make them available for inspection by Club members, and shall perform such duties as may be prescribed by the Board of Directors.

Section 8. The Treasurer shall keep correct and complete records showing accurately at all times the financial condition of the Club, shall be the legal custodian of all monies and other valuables which may from time to time come into the possession of the Club, shall maintain a bank account in the name of the Club, shall furnish at meetings of the Board of Directors and membership, or whenever requested by the Board of Directors, a statement of the financial condition of the Club, and shall perform such other duties as the Board of Directors may prescribe.

Section 9. In case of the absence of any officer of the Club, or for any other reason that the Board of Directors may deem sufficient, the Board of Directors may delegate the powers or duties of such officer to any other Director, for the time being, provided a majority of the Board of Directors concurs therein.

Section 10. The presence of at least five (5) members of the Board of Directors shall be necessary in order to constitute a quorum for the purpose of conducting business at any meeting of the Board of Directors. Except as may otherwise be provided in the Articles of Incorporation or these by-laws, the decision of a majority of the Directors present at any meeting shall be the decision of the Club.

Section 11. Special meetings of the Board of Directors shall be held on the call of the President or a majority of the Directors. All members of the Board shall be advised, either orally or in writing, as to the time and place of any such meeting. Notice shall be given at least three (3) days prior to the date of the meeting. Attendance at any meeting shall constitute a waiver of notice thereof.

ARTICLE VII- INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 1. The Club shall indemnify any person made a party to any action, suit, or proceeding by reason of the fact that such person, or his successor or assign, is or was a Director, officer, or employee of the Club against the reasonable expenses, including attorney fees, actually and reasonable incurred by such person in connection with the defense of such action, suit, or proceeding. The Club may also reimburse to any such Director, officer, or employee the reasonable costs of settlement of any action, suit, or proceeding if it shall be found by a majority of the Regular members that it was to be the interests of the Club that such settlement be made. Such rights of indemnification and reimbursement shall not be deemed exclusive of any other rights to which such Director, officer, or employee may be entitled apart from the provision of these by-laws.

ARTICLE VIII- CONTRACTS, CHECKS, NOTES, ETC.

Section 1. The President, Treasurer, or Vice President of the Club shall unless otherwise directed by the Board of Directors, sign all contracts and agreements authorized by the Board of Directors. All checks and drafts issued by the Club shall be signed by the President, Treasurer, or such other person as may be from time to time so authorized by the Board of Directors.

ARTICLE IX- NON-PROFIT ORGANIZATION

Section l. The Club shall, at all times, be operated on a non-profit basis for the mutual benefit of its members. No dividends or other interests in the assets of the Club shall be paid by the Club to its members. No part of the earnings of the Club shall insure to the benefit of, or be distributed to, its members, officers, Directors, or any other private persons or corporations, except that the Club shall be authorized and empowered to pay reasonable compensation for services rendered and expenses incurred and to make payments and distributions and in full furtherance of the purposes set forth herein.

Section 2. No substantial part of the activities of this Club shall be the carrying on of propaganda or otherwise attempting to influence legislation, and the Club shall not participate in any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of the Articles of Incorporation of these by-laws, the Club shall refrain from engaging in any other activities not permitted of any tax-exempt organization under Section 501 of the Internal Revenue Code.

Section 3. In an effort to insure that personal or professional concerns of a board member do not alter their fiduciary responsibility of putting the welfare of the Club before personal benefit, the Club shall require:

A. full disclosure by Board members of any connections with groups doing business with the Club;

B. Board members abstain from discussion and voting on matters that may pose an actual or potential conflict;

C. Board members abstain from being substantively involved in decision making that affects such areas of potential conflict; and

D. Board members comply with the procedure prescribed in Minnesota Statutes, Section 317A.255, governing conflicts of interest for directors of nonprofit corporations and to annually complete and sign Policy on Conflicts of Interest and Disclosure of Certain Interests form attached as Exhibit A.

ARTICLE X- TERMINATION AND DISSOLUTION

Section 1. The Club may be terminated and dissolved upon the affirmative vote of at least two-thirds (2/3) of all Regular members entitled to vote. In the event of such termination and dissolution, the Board of Directors shall, after paying or making provision for the payment of all liabilities of the Club, make a determination for the further disposition of any additional assets or net worth of the Club as outlined in the Articles of Incorporation amendment to Article IV section b dated 9-8-83..

ARTICLE XI- AMENDMENT OF BY-LAWS

Section 1. The power to make, alter, amend, or repeal these by-laws is vested in the Board of Directors. The affirmative vote of a majority of the actual number of Directors elected and qualified, from time to time, shall be necessary to effect alteration, amendment, or repeal of the Code of the by-laws.

Exhibit A

Policy on Conflicts of Interest and Disclosure of Certain Interests

This conflict of interest policy is designed to help directors, officers and employees of WEST Express Swim Team, Inc. ("WEST"). Identify situations that present potential conflicts of interest and to provide WEST with a procedure which, if observed, will allow a transaction to be treated as valid and binding even though a director, officer or employee has or may have a conflict of interest with respect to the transaction. The policy is intended to comply with the procedure prescribed in Minnesota Statutes, Section 317A.255, governing conflicts of interest for directors of nonprofit corporations. In the event there is an inconsistency between the requirements and procedures prescribed herein and those in section 317A.255, the statute shall control. All capitalized terms are defined in Part 2 of this policy.

1. **Conflict of Interest Defined. For purposes of this policy, the following circumstances shall be deemed to create Conflicts of Interest:**

    a. **Outside Interests.**

        i. **A Contract or Transaction between WEST and a Responsible Person or Family Member.**

        ii. **A Contract or Transaction between WEST and an entity in which a Responsible Person or Family Member has a Material Financial Interest** or of which such person is a director, officer, agent, partner, associate, trustee, personal representative, receiver, guardian, custodian, conservator or other legal representative.

    b. **Outside Activities.**

        i. **A Responsible Person competing with WEST in the rendering of services or in any other Contract or Transaction with a third party.**

        ii. **Responsible Person's having a Material Financial Interest in; or serving as a director, officer, employee, agent,** partner, associate, trustee, personal representative, receiver, guardian, custodian, conservator or other legal representative of, or consultant **to; an entity or individual that competes with WEST in the provision of services or in any other Contract or Transaction with a third party.**

    c. **Gifts, Gratuities and Entertainment. A Responsible Person accepting gifts, entertainment or other favors from any individual or entity that:**

        i. **does or is seeking to do business with, or is a competitor of WEST; or**

        ii. **has received, is receiving or is seeking to receive a loan or grant, or to secure other financial commitments from WEST;**

        iii. **is a charitable organization operating in Minnesota;**

        iv. **under circumstances where it might be inferred that such action was intended to influence or possibly would influence the Responsible Person in the performance of his or her duties.** This does not preclude the acceptance of items of nominal or insignificant value or entertainment of nominal or insignificant value that are not related to any particular transaction or activity of WEST.

2. **Definitions.**
   a. "Conflict of Interest" is any circumstance described in Part 1 of this Policy.
   b. "Responsible Person" is any person serving as an officer, employee or member of the Board of Directors of WEST.
   c. A "Family Member" is a spouse, domestic partner, parent, child or spouse of a child, brother, sister, or spouse of a brother or sister, of a Responsible Person.
   d. A "Material Financial Interest" in an entity is a financial interest of any kind, which, in view of all the circumstances, is substantial enough that it would, or reasonably could, affect a Responsible Person's or Family Member's judgment with respect to transactions to which the entity is a party. This includes all forms of compensation.
   e. A "Contract or Transaction" is any agreement or relationship involving the sale or purchase of goods, services, or rights of any kind, the providing or receipt of a loan or grant, the establishment of any other type of pecuniary relationship, or review of a charitable organization by WEST. The making of a gift to WEST is not a Contract or Transaction.

3. **Procedures.**
   a. Prior to board or committee action on a Contract or Transaction involving a Conflict of Interest, a director or committee member having a Conflict of Interest and who is in attendance at the meeting shall disclose all facts material to the Conflict of Interest. Such disclosure shall be reflected in the minutes of the meeting.
   b. A director or committee member who plans not to attend a meeting at which he or she has reason to believe that the board or committee will act on a matter in which the person has a Conflict of Interest shall disclose to the chair of the meeting all facts material to the Conflict of Interest. The chair shall report the disclosure at the meeting and the disclosure shall be reflected in the minutes of the meeting.
   c. A person who has a Conflict of Interest shall not participate in or be permitted to hear the board or committee's discussion of the matter except to disclose material facts and to respond to questions. Such person shall not attempt to exert his or her personal influence with respect to the matter, either at or outside the meeting.
   d. A person who has a Conflict of Interest with respect to a Contract or Transaction that will be voted on at a meeting shall not be counted in determining the presence of a quorum for purposes of the vote. The person having a conflict of interest may not vote on the Contract or Transaction and shall not be present in the meeting room when the vote is taken, unless the vote is by secret ballot. Such person's ineligibility to vote shall be reflected in the minutes of the meeting. For purposes of this paragraph, a member of the Board of Directors of WEST has a Conflict of Interest when he or she stands for election as an officer or for re-election as a member of the Board of Directors.

e. Responsible Persons who are not members of the Board of Directors of WEST, or who have a Conflict of Interest with respect to a Contract or Transaction that is not the subject of Board or committee action, shall disclose to the President or the President's designee any Conflict of Interest that such Responsible Person has with respect to a Contract or Transaction. Such disclosure shall be made as soon as the Responsible Person knows the Conflict of Interest. The Responsible Person shall refrain from any action that may affect WEST participation in such Contract or Transaction. In the event it is not entirely clear that a Conflict of Interest exists, the individual with the potential conflict shall disclose the circumstances to the President or the President's designee, who shall determine whether there exists a Conflict of Interest that is subject to this policy.

4. **Confidentiality.** Each Responsible Person shall exercise care not to disclose confidential information acquired in connection with such status or information the disclosure of which might be adverse to the interests of WEST. Furthermore, a Responsible Person shall not disclose or use information relating to the business of WEST for the personal profit or advantage of the Responsible Person or a Family Member.

5. **Review of policy.**

   a. Each new Responsible Person shall be required to review a copy of this policy and to acknowledge in writing that he or she has done so.

   b. **Each Responsible Person shall annually complete a disclosure form identifying any relationships, positions or circumstances in which the Responsible Person is involved that he or she believes could contribute to a Conflict of Interest arising.** Such relationships, positions or circumstance might include services as a director of or consultant to a nonprofit organization, or ownership of a business that might provide goods or services to WEST. Any such information regarding business interests or a Responsible Person or a Family Member shall be treated as confidential and shall generally be made available only to the President, the Vice President, any committee appointed to address Conflicts of Interest, except to the extent additional disclosure is necessary in connection with the implementation of this Policy.

   c. Each member of the Board of Directors shall review this policy annually. Any changes to the policy shall be communicated immediately to all Responsible Persons.

WEST Express Swim Team

Conflict of Interest Information Form

Name: _____ Date: _____

Please describe below any relationships, positions, or circumstances in which you are involved that you believe could contribute to a Conflict of Interest (as defined in WEST Policy on Conflicts of Interest) arising.

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I hereby certify that the information set forth above is true and complete to the best of my knowledge. I have reviewed, and agree to abide by, the Policy of Conflict of Interest of WEST that is currently in effect.

Signature: _____

Date: _____