

**BY-LAWS  
OF  
SAN ANTONIO IRRIGATION ASSOCIATION  
AUGUST 12, 2021**

**ARTICLE 1. GENERAL**

***Section 1.1 NAME AND INCORPORATION***

The name of this corporation shall be the San Antonio Irrigation Association, a domestic non-profit corporation organized under and by virtue of the laws of the State of Texas (hereinafter identified as "SAIA").

***Section 1.2 OFFICE***

The address of SAIA is 415 Wonder Parkway, San Antonio, Texas 78213 and its agent at such address is Della Reyes. SAIA may change the address and/or location of the office or appoint a new agent, or both, in each case by resolution adopted by the Board of Directors and by statement filed in the office of the Secretary of State of the State of Texas.

***Section 1.3 FISCAL YEAR AND OPERATING YEAR***

The fiscal year and operating year of SAIA shall begin on the first day of January in each year.

**ARTICLE 2. MEMBERSHIP**

***Section 2.1 CATEGORIES OF MEMBERS***

SAIA shall have three (3) classes of members, 1) affiliate, 2) individual, and 3) company, who shall consist of such persons, firms and corporations engaged in the turf irrigation industry in and around San Antonio, Bexar County, Texas.

***Section 2.2 QUALIFICATIONS***

No person, firm or corporation may be elected to membership unless:

- 1) Such person, firm or corporation involved in the installation and/or maintenance of turf irrigation systems, maintains his principal place of business in or around Central and South Texas;
- 2) such person, firm or corporation expressly subscribes to and agrees to abide by the Code of Ethics promulgated by the Texas Irrigation Association (TXIA) of such Code of Ethics as the Board of Directors of SAIA may from time to time by resolution adopt;
- 3) such person, firm or corporation expressly subscribes to and agrees to abide by the Standards of Professional Conduct and Performance more specifically set out herein below;
- 4) such person, firm or corporation expressly subscribes to and agrees to be bound by all of the provisions of these By-Laws, including the provisions herein relating to grievances and like complaints;
- 5) such person, firm or corporation has consistently demonstrated a high level of professional competence and skill in the design and installation of turf irrigation systems;
- 6) such person, firm or corporation has a reputation in the community generally for integrity and honest dealings; and
- 7) such person, firm or corporation pays the initiation fee then applicable as prescribed by the Board of Directors.

**Section 2.3 DUES AND FEES**

Each member, beginning with the first fiscal year following the fiscal year of admission to membership, shall pay annual dues to SAIA in an amount to be fixed from time to time by the Board of Directors. Such annual dues shall become due and payable on the first day of January of each fiscal year and shall be the same for each member during any given fiscal year. If a member owing such annual dues fails to pay the same by the 30th day of January of any such year, then such member shall be in default and his membership shall terminate and be of no further force or effect.

**Section 2.4 TERMINATION AND TRANSFER OF MEMBERSHIP**

The rights of members of SAIA are not transferable and shall cease on termination of membership. The Board of Directors may terminate the membership of any member whenever it is the judgment of the Board that the best interests of SAIA will be served thereby. The member in question shall have the right to appear at a hearing before the Board of Directors before the said membership is terminated.

**Section 2.5 MEMBERSHIP ROSTER**

The Secretary of SAIA shall prepare and maintain a Register of Membership in which the name and address of each member in good standing appears. Such Register shall be available to the inspection of each member in good standing during normal business hours.

**Section 2.6 RIGHTS OF MEMBERS**

A member of SAIA in good standing shall be entitled to have and exercise all of the rights, privileges and prerogatives of membership, including but not limited to; the right to advertise and represent that he is such a member and that he subscribes to and abides by SAIA's Code of Ethics and Standards of Professional Conduct and Performance and the right, also, to use and display any sign, drawing, symbol, or mark adopted as an emblem of SAIA.

**ARTICLE 3. MEMBERSHIP MEETINGS AND ELECTIONS**

**Section 3.1 REGULAR MEETINGS**

Monthly meetings will be held on the last Tuesday of the months January through October, for the purpose of soliciting advice and opinion of the members. An annual meeting of the members shall be held in or near San Antonio, Bexar County, Texas, during the month of October of each calendar year, at a place, date and time to be determined by the Board of Directors. Written, printed or electronic notice of the annual meeting shall be given to all members, not less than five (5) days before the time at which the meeting is to be held. Such annual meetings shall be held for the purpose of electing the Directors of SAIA to serve until the next succeeding annual meeting of the members and for the purpose of soliciting the advice and opinion of the members upon any matter, which the Board of Directors may in its discretion desire to submit to the members.

**Section 3.2 SPECIAL MEETINGS**

Special meetings of the members may be called by the President, the Board of Directors, or not less than one-third (1/3) of the members. Written or electronic notice shall state the purpose, place, date and time of meeting. No business other than that specified in the notice of meeting shall be transacted at any special meeting.

**Section 3.3 QUORUM**

A minimum of nine (9) members, present in person or represented by proxy, of SAIA in good standing shall constitute a Quorum at any such meeting. If a quorum is not present at any meeting of members, a majority of the members present may adjourn the meeting without further notice. The act of a majority of members present at a meeting at which a quorum is present shall be the act of the members, unless the act of a greater number is required by law or by these By-Laws.

**Section 3.4 ACTIONS OF THE MEMBERSHIP**

Any action required by law to be taken at a meeting of the members, or any action that may be taken at a meeting of members, may be taken without a meeting if a consent in writing setting forth the action to be taken shall be signed by all of the members entitled to vote with respect to the subject matter thereof.

**Section 3.5 PROXIES**

At any meeting of members, a member entitled to vote may vote by proxy executed in writing by the member or by his duly authorized attorney in fact. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

**Section 3.6 ELECTIONS**

Where Directors are to be elected by members, such election may be conducted by mail, in person or electronically in such manner, as the Board of Directors shall determine. At any election for Directors, each member that is entitled to a vote by their membership status, shall receive one (1) vote per position up for election.

**Section 3.7 POLICY AND PROCEDURES**

Any policy and/or procedures written and agreed to by the Board of Directors, must be adhered to for the good of the organization.

**Section 3.8 PARLIAMENTARY AUTHORITY**

Robert's Rules of Order shall be the parliamentary authority on all matters not covered by these By-laws.

**ARTICLE 4. BOARD OF DIRECTORS**

**Section 4.1 POWERS AND DUTIES**

The affairs of SAIA shall be managed by a Board of Directors. The Board of Directors shall have the power and shall act to establish and/or change the policies for the conduct, management, and direction of the business of SAIA, except those powers specifically reserved or granted by law or these By-laws to the members. Powers and activities of the Board of Directors shall be consistent with the Articles of Incorporation, By-laws, and adopted resolutions of SAIA.

**Section 4.2 COMPOSITION**

The Board of Directors shall be composed of not less than three (3) members, all of whom shall be elected by the members of SAIA at each annual meeting of the members to serve until the next succeeding annual meeting of the members. After serving on the Board of Directors, each Director shall be compelled to stay on in an advisory position for an additional three (3) months. Membership in SAIA shall be a prerequisite to service as a Director.

**Section 4.3 RESIGNATIONS**

Any member of the Board of Directors may resign at any time by giving written notice to the President of SAIA (or, in the case of the President, notice shall be given to the Vice President). Any such resignations shall take effect at the date of receipt of such notice or at such time specified in the notice. Unless specified therein, the acceptance of resignation shall not be necessary to make it effective.

**Section 4.4 REMOVAL**

Any member of the Board of Directors may be removed by the authority which elected or appointed said member, whenever it is the judgment of that authority that the best interests of SAIA will be served thereby.

**Section 4.5 VACANCIES IN OFFICE**

Any vacancy occurring in the Board of Directors shall be filled by the affirmative vote of a majority of the remaining Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

**Section 4.6 EXPENSES AND SALARIES**

Directors shall not receive any stated salaries for their services, but by resolution of the Board of Directors any Director shall be indemnified for expenses and costs, including attorneys' fees, actually and necessarily incurred by him in connection with any claim asserted against him, by action in court or otherwise, or by reason of his performing the duties of his elected office in respect of the matter in which indemnity is sought. The Board also may by resolution allow for expenses of attendance, if any, at each regular or special meeting of the Board. Nothing herein contained shall be construed to preclude any Director from serving SAIA in any other capacity and receiving compensation therefore.

**ARTICLE 5. MEETINGS OF BOARD OF DIRECTORS**

**Section 5.1 REGULAR MEETINGS**

A regular meeting of the Board of Directors shall be held immediately after, and at the same place, as the annual meeting of members. The Board of Directors may provide by resolution the time and place, either within or out of the State of Texas, for the holding of additional regular meetings of the Board without other notice than such resolution.

**Section 5.2 SPECIAL MEETINGS**

Special meetings of the Board of Directors may be called by or at the request of the President or any two (2) Directors. Written notice of such meeting shall be given at least two (2) days before the time of such meeting. The person or persons authorized to call special meetings of the Board may fix any place within Bexar County, Texas, as the place for holding any special meeting of the Board called by them.

**Section 5.3 QUORUM**

A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board; but if less than a majority of the Directors are present at said meeting, a majority of the Directors present may adjourn the meeting without further notice.

**Section 5.4 MANNER OF ACTING**

The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or by these By-Laws. Any action required by law to be taken at a meeting of Directors, or any action which may be taken at a meeting setting forth the action so taken, shall be signed by all of the Directors without objection or protest.

**Section 5.5 ATTENDANCE**

Should a Director of the Board of Directors have three (3) consecutive absences or a total of five (5) absences during the calendar year, from regular meetings of the Board of Directors, his or her directorship shall automatically be terminated.

**ARTICLE 6. OFFICERS**

**Section 6.1**

The officers of SAIA shall consist of a Chairman of the Board, A Vice Chairman of the Board, a President, one (1) or more Vice Presidents (the number thereof to be determined by the Board of Directors), a Secretary, a Treasurer and such other officers as may be elected in accordance with the provisions of this Article. The Board of Directors may elect or appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed, from time to time, by the Board of Directors. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary. Membership in SAIA shall be a prerequisite for holding any such office.

**Section 6.2**

The officers of SAIA shall be elected annually by the membership at the regular annual meeting of the membership. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and shall have qualified.

**Section 6.3**

Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of SAIA would be served thereby.

**Section 6.4**

A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

**Section 6.5**

The Chairman of the Board shall be a member of the Board of Directors and shall preside at all meetings of the Board of Directors. The Chairman shall also have such other authority as may be prescribed by the Board of Directors.

**Section 6.6**

The Vice Chairman of the Board shall be a member of the Board of Directors and, in the absence of the Chairman or in the event of the Chairman's inability or refusal to act, shall perform all the duties of the Chairman and, when so acting, shall have all the powers of and be subject to all the restrictions upon the Chairman. The Vice Chairman shall also have such other authority as may be prescribed by the Board of Directors.

**Section 6.7**

The President shall be the principal executive office of SAIA and shall in general supervise and control all of the business and affairs of SAIA. He shall preside at all meetings of the members and shall be both a member of SAIA and a Director of SAIA. He may sign, with the Secretary or any other proper officer of SAIA authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution hereof shall be expressly delegated by the Board of Directors or by these By-Laws or by statute to some other officer or agent of SAIA; and in general he shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

**Section 6.8**

In the absence of the President or in the event of his inability or refusal to act, the Senior Vice President (or in event there be more than one (1) Vice President, the Vice Presidents in the order of their precedence as designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

**Section 6.9**

If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such sureties as the Board of Directors shall determine. He shall have charge and custody of and be responsible for all funds and securities of SAIA; receive and give receipts for monies due and payable to SAIA from any source whatsoever, and deposit all such monies in the name of SAIA in such banks, trust companies or other depositories as shall be selected by the Board of Directors; and in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

**Section 6.10**

The Secretary shall keep the minutes of the meetings of the members and of the Board of Directors in one (1) or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; be custodian of the corporate records and of the seal of SAIA and see that the seal of SAIA is affixed to all documents, the execution of which on behalf of SAIA under its seal is duly authorized in accordance with the provisions of these By-Laws; keep a register of the post office address of each member which shall be furnished to the Secretary by such member; and in general perform all duties incident to the office of Secretary and such other duties, from time to time, which may be assigned to him by the President or by the Board of Directors.

**Section 6.11**

If required by the Board of Directors, the Assistant Treasurer shall give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such duties as shall be assigned to them by the Treasurer or the Secretary or by the President or the Board of Directors.

## **ARTICLE 7. COMMITTEES**

### ***Section 7.1 COMMITTEES***

From time to time, the President, with the concurrence of the Board of Directors, may appoint committees as the business of SAIA may require, each of which shall hold office for such period, have such authority and perform such duties as the President may prescribe.

## **ARTICLE 8. CODE OF ETHICS**

### ***Section 8.1***

The Code of Ethics of SAIA shall be the same as the Code of Ethics promulgated by the Texas Irrigation Association (TXIA) as the same may be modified from time to time or such Code of Ethics as the vote of the membership may from time to time adopt.

### ***Section 8.2***

Each member of SAIA shall subscribe to and shall at all times adhere to such Code of Ethics and shall be bound thereby in all dealings with other members of SAIA and with their customers and the public generally.

### ***Section 8.3***

The establishment of a Code of Ethics governing the conduct of those engaged in the Turf Irrigation Industry in and around San Antonio, Bexar County, Texas, is one (1) of the Primary concerns SAIA was created to address; and any breach of such code by any member shall not be treated lightly.

## **ARTICLE 9. EXPULSION**

### ***Section 9.1***

In addition to expulsion for failure to pay any fees, dues or assessments when due and in addition to expulsion as a consequence of a grievance proceeding, any member of SAIA may be expelled by the Board of Directors for any other good cause shown, after due notice and hearing.

### ***Section 9.2***

The term "other good cause shown" is hereby defined to mean any act or omission on the part of member of SAIA which either (1) tends to discredit the Turf Irrigation Industry in the eyes of the public, or (2) weakens the effectiveness of SAIA as an arbiter of professional standards within the industry, or (3) unfairly causes injury to the reputation of another member of SAIA.

### ***Section 9.3***

In addition to all of the foregoing grounds, any member of SAIA may be expelled by the Board of Directors, after due notice and hearing, if it is shown that such member would not qualify for admission to membership if such member were then to submit an application therefore.



**Section 9.4**

Any member of SAIA may lodge a complaint for expulsion under the terms of this Article against any other member by mailing or delivering to the Secretary of SAIA a plain and simple written statement of the facts relied upon sufficient to give fair notice of the offense charged to the member affected, such written statement to be sworn to and subscribed by the complaining member.

**Section 9.5**

Promptly after receipt of such complaint, the Secretary shall send a copy of the complaint to the member against whom the complaint has been lodged and shall send a copy of the complaint to the Chairman of the Board of Directors.

**Section 9.6**

The Chairman of the Board of Directors shall designate a time, date and place within Bexar County, Texas, for such complaint to be heard, this hearing shall not occur earlier than ten (10) days after notice thereof has been given to the member against whom such complaint has been lodged. The Secretary shall notify all interested parties of the time, date and place of such hearing, including the complaining party, the member against whom the complaint has been lodged and the members of the Board of Directors.

**Section 9.7**

Both the complaining party and the member against whom the complaint has been lodged shall have the right to be represented by counsel at any such hearing, shall have the right to testify and shall have the right to cross-examine all witnesses. The technical rules of evidence, however, shall not apply at any such hearing, except that hearsay shall not be admissible unless supported by the affidavit of the utterer of such testimony.

**Section 9.8**

After such hearing, the Board of Directors shall make its findings and conclusions in writing and shall furnish a copy thereof to all interested parties. A decision by a majority of the members of the Board of Directors present at such hearing shall be conclusive and binding upon all parties unless a new hearing is granted by the Board within sixty (60) days after the rendition of such decision.

**Section 9.9**

Unless exonerated, a member found guilty of a violation in an expulsion hearing may suffer one or more of the following:

- 1) The rights and privileges of membership of such member may be suspended for any term not exceeding one (1) calendar year;
- 2) Such member may be directed to cure or correct any defect or deficiency complained of within a specified period of time;
- 3) Such member may be censured;
- 4) Such member may be otherwise directed to perform such act or acts as may be necessary to do substantial justice to an aggrieved party; and/or
- 5) Such member may be expelled from membership in SAIA.

**Section 9.10**

Each member of SAIA shall submit to any and all proceedings conducted pursuant to the provisions of this Article and shall obey and otherwise comply with or abide by any final decision made in consequence thereof.



**Section 9.11**

In the event that any member of SAIA declines to submit to any proceeding conducted in accordance with the provisions of this article or fails or refuses to obey or otherwise comply with or abide by any final decision in any such matter affecting such member, such member, without further notice or hearing, shall be expelled from membership in SAIA.

**Section 9.12**

No interested party shall participate in any expulsion hearing as a member of the Board of Directors.

**Section 9.13**

In all expulsion hearings, the burden of proof shall be upon the complaining party, and all findings of fact shall be supported by the greater weight of the credible evidence.

**Section 9.14**

Except as otherwise expressly provided herein to the contrary, the judges, in making any decision in any expulsion hearing, shall be governed by the customs and usages of the Turf Irrigation Industry in and around San Antonio, Bexar County, Texas. The judges also, if they so desire, may consult counsel for SAIA to obtain an explanation of any substantive law which may be pertinent to the matter.

**Section 9.15**

All costs of expulsion hearings (including the fees and expenses of any experts which may be employed to assist the judges) shall be apportioned and paid as may be directed by the Board of Directors.

**Section 9.16**

Any member may, if he so desires, lodge a complaint for expulsion against another member in the same manner and in accordance with the procedures herein contained for processing and hearing grievances.

**Section 9.17**

Any member whose membership has been terminated, whether under the provisions of this article or otherwise, shall thereupon cease to have and exercise any of the rights, privileges and prerogatives of membership in SAIA. Among other things, a member whose membership has been terminated for any reason shall not have any right to vote on any SAIA matter, shall not have the right to attend any SAIA meeting, shall not be entitled to receive or demand any SAIA notice, shall not have the right to lodge any complaint or grievance against any other member (except as a customer of such member) shall not have the right to advertise or represent that he is a member of SAIA, shall not have the right to use or display any decal, sign, drawing, mark, symbol, or other emblem suggesting or tending to suggest that he is a member of SAIA, and shall not have or exercise any other right, privileges or prerogatives of membership. Each member, as a condition precedent to admission to membership, agrees that it is impossible to measure in money the damages which will accrue to SAIA and/or the members of SAIA in the event that a member whose membership has been terminated thereafter exercises or attempts to exercise any of the rights, privileges or prerogatives of membership; and therefore, if SAIA or any member of SAIA in good standing shall institute any action or proceeding against a former member for the purpose of restraining and/or enjoining such former member from having, exercising or attempting to exercise any of the rights, privileges or prerogatives of membership, any person against whom such action or proceeding is brought, hereby waives the claim or defense therein that SAIA and/or any member of SAIA in good standing has an adequate remedy at law, and such person shall not urge, in any action or proceeding, the claim or defense that such remedy at law exists, it being the

express purpose of the provision to grant to SAIA and/or any member thereof in good standing the right to enforce the obligations herein under in a court of equity by a restraining order and/or a writ of injunction.

## **ARTICLE 10. REINSTATEMENT**

### ***Section 10.1***

Any member whose membership has been terminated for any reason, voluntarily or involuntarily, may be reinstated to membership under such terms and conditions as the Board of Directors may prescribe.

### ***Section 10.2***

Any member, however, whose membership has been terminated for any reason shall not be reinstated to membership until such time as such member has paid all dues, fees and assessments that such member would have been required to pay if his membership had not been terminated.

## **ARTICLE 11. CONTRACTS, CHECKS, DEPOSITS AND FUNDS**

### ***Section 11.1 CONTRACTS***

The Board of Directors may authorize any officer or officers, agent or agents of SAIA, in addition to the officers so authorized by these By-Laws, to enter into any contract or execute and deliver any instrument in the name and on behalf of SAIA, and such authority may be general or confined to specific instances.

### ***Section 11.2 CHECKS, DRAFTS, ETC.***

All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of SAIA, shall be signed by such officer or officers, agent or agents of SAIA and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or a Vice President of SAIA.

## **ARTICLE 12. AMENDMENTS TO BY-LAWS**

### ***Section 12.1 AMENDMENT***

These By-Laws may be altered, amended, or repealed and new By-Laws may be adopted by a majority vote of the membership present at any regular meeting or at any special meeting, if at least two (2) days written notice is given of intention to alter, amend to repeal or to adopt new By-Laws at such meeting.

## **Code of Ethics**

As upheld by the Membership of the **Texas Irrigation Association (TXIA)**

*As an active member of the Texas Irrigation Association (TXIA), and as an authorized representative of this Association, members do hereby publicly subscribe to and pledge to uphold the following principles and policies:*

- To exert every effort to ensure that all recommendations, designs and installations are realistically based on the true performance characteristics of the equipment used and are in the best interests of the ultimate user.
- To continually analyze design and installation techniques in order to improve performance and/or lower costs without sacrificing quality.
- To do business in the full spirit of free enterprise and of unselfish service in the best interest of the public.
- To advertise and sell the comparative advantages of Texas Irrigation Association (TXIA) membership and refrain from degrading competitors in any manner.
- To sell on a completely open and factual basis and to withhold no pertinent information which might mislead the customer, either in direct selling or in advertising.
- To employ only well-trained personnel of high moral character and integrity in all positions of responsibility.
- To be alert and diligent at all times in guarding the safety, health and welfare of the general public during the design, specification and installation phases of all underground turf irrigation systems.
- To maintain a current position on all financial, contractual and tax obligations and to conduct all affairs in a manner which will help maintain respect and recognition for the Texas Irrigation Association (TXIA).
- To maintain familiarity with and to comply with all laws, statutes, regulations and ordinances applicable to the normal course of business.
- To extend the manufacturer's warranty on all equipment and materials. To guarantee workmanship and to satisfy promptly and cheerfully all reasonable and just claims on said warranties and on all other contractual obligations.