

Proposed By-Law Amendments of the Tilt-Up Concrete Association

Article I – General

Section 1.1 – The name of the corporation shall be: Tilt-Up Concrete Association. The Association is incorporated as a 501c-3 organization.

Section 1.2 – The state of incorporation for the Association is the State of Illinois or as determined by the Board of Directors.

Section 1.3 – The location of the principal office of this corporation shall be as determined by the Board of Directors.

Section 1.4 – The fiscal year of the corporation shall begin on the first day of January and end on the last day of December.

Article II – Purposes

Section 2.1 – Mission Statement:

The mission of the Tilt-Up Concrete Association is to expand and improve the use of Tilt-Up as the preferred construction method by providing education and resources that enhance quality and performance.

Section 2.2 – TCA Purposes:

The purposes of the Association are to:

- a) Stimulate and advance the common interests and general welfare of the Tilt-Up Concrete Industry;
- b) Collect and disseminate knowledge, statistics, ideas and information relating to design and construction of Tilt-Up concrete buildings;
- c) Advance Tilt-Up concrete acceptance and use through investigations and research relative to new applications of Tilt-Up concrete for improvement of the design, construction and use of Tilt-Up concrete structures;
- d) Establish industry-wide recommendations for design and construction of Tilt-Up concrete aimed at improving quality and design of the product;
- e) Perform only lawful and desirable activities within the state of Illinois and elsewhere to promote the efficient, constructive and beneficial operation within the Tilt-Up Concrete Industry;

Article III – Membership

Section 3.1 – Qualifications

- a) Any individual, firm or corporation engaged in the concrete construction industry as a contractor, architect, engineer, consultant, developer, technician, student, manufacturer or supplier of materials, products, tools, equipment or services, and any affiliated trade or professional association shall be eligible for membership in the Association.

Section 3.2 – Classes of Members

- a) **Contractor Member:** A person, firm or corporation engaged in the jobsite construction of Tilt-Up concrete buildings.
- b) **National Associate Member:** A person, firm or corporation whose business is supplying goods and/or services to the Tilt-Up Concrete Industry.

c) **Local Associate Member:** A person, firm or corporation whose business is supplying goods and/or services to the Tilt-Up Concrete Industry limited to their state of business and any state contiguous to that state.

d) **Professional Firm Member:** A person, firm or corporation so duly licensed in a State, Province or by any governmental agency to practice engineering or architecture.

e) **Consultant Member:** A person, firm or corporation who provides professional services or expertise and cannot be defined as a Professional Firm Member

f) **Developer/Owner Member:** Any person, firm or corporation whose business is the financial endorsement or responsibility of a Tilt-Up project but does not take part in the actual construction of those projects.

g) **Specialty Trade Member:** Any person, firm or corporation employed as a sub-contractor performing work other than construction of the panels on Tilt-Up projects (i.e. painting or steel erection sub-contractor).

h) **Honorary Member:** Persons designated by the Board of Directors of this Association from time to time for distinguished and unique service to the Tilt-Up Industry.

i) **Charter Member:** Any Contractor, Associate, or Professional who paid 1986 dues on or before December 31, 1986. Discontinuance of dues for one year shall negate Charter Membership.

j) **Educator/Student Member:** Any person who participates in any recognized institution of higher learning.

k) **Affiliate Member:** A person representing a position designated by the Board of Directors of this Association for other industry trade associations whose goals are consistent with those of this Association.

Section 3.3 – Voting

- a) All membership categories defined above in Section 3.2, except those defined by items j) shall have voting privileges and each shall have one vote in the affairs of the Association.
- b) Each company member shall designate a delegate to the Association. The delegate may appoint an alternate delegate from his or her company. The delegate shall be the Member's voting member to the Association. The alternate delegate shall act on behalf of the delegate in the absence of the delegate.

Section 3.4 – Acceptance Procedure

- a) Application for membership shall be made to the Executive Director for approval. Any application for membership rejected by the Executive Director shall be reviewed by the Executive Committee, which may affirm the Executive Director's decision or override the decision and accept the member.
- b) All approved applicants shall become members upon receipt and acceptance of dues by the Executive Director.
- c) A certificate of membership shall be delivered to each member of this Association, said Certificate to be in a form designated by the Board of Directors.

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Section 3.5 – Dues:

- a) Annual dues shall be determined by the Board of Directors.
- b) Renewal dues shall be payable annually in advance and shall be due January 1st. New members entering membership in January/February/March shall pay full annual dues. Those entering membership April/May/June shall pay pro-rate $\frac{3}{4}$ of annual dues. Those entering membership July/August/September shall pay pro-rate $\frac{1}{2}$ annual dues. Those entering membership October/November/December shall pay full annual dues but shall remain members for the balance of the following year through December 31st.
- c) The Board of Directors shall have the discretion to waive the dues for any member in the interests of reciprocity for participation in the affairs of that member firm or association.

Section 3.6 – Any individual or delegate member wishing to terminate his or her company's membership prior to their renewal date shall do so in writing to the Executive Director. Said member shall not receive a refund of dues.

Section 3.7 – The Executive Director shall have the authority to cancel the membership of any member who is three months in arrears in payment of dues, providing that member is notified at least one month prior to cancellation of his or her membership.

Section 3.8 – Meetings

- a) The annual meeting of the membership of the Association shall be held at least once each calendar year at such date, time and place as designated by the Board of Directors.
- b) At the Annual Meeting, the newly-elected Directors of the Association for the ensuing year shall be installed.
- c) Special meetings of the members of the Association may be called at any time by the Board of Directors and shall be called by the Board of Directors if the Secretary receives written, dated, and signed demands for a special meeting, describing the purpose for which it is to be held, from no less than ten percent of the voting members of the Association. The Board of Directors shall set the date, time, and place of such meeting.
- d) A meeting notice, stating the date, time, and place of any meeting of the members, shall be delivered by the Executive Director to each member of the Association entitled to notice of or vote at such meeting no fewer than 30 nor more than 60 days before the date of the meeting. In the case of a special meeting, the meeting notice shall include the purposes for which such meeting is called.
- e) A quorum shall consist of the voting membership present. No proxy votes have been provided for.
- f) A majority of the votes cast shall be required to determine any action.
- g) The rules contained in Robert Rules of Order, shall govern this Association in all cases to which they are applicable, including meetings of the membership and Board of Directors, if not inconsistent with these By-Laws, or other special rules which may be adopted by the Association from time to time.

Article IV – Officers

Section 4.1 – Designation

- a) The officers of the Association shall be a President, a President Elect, a Vice President, a Secretary and a Treasurer.
- b) The Board of Directors will meet immediately after the Annual Meeting and elect the officers for the ensuing year.
- c) Any member who has served one (1) year of his term as a Director is eligible to election for the position of Secretary, Treasurer or Vice President.

Section 4.2 – Terms

- a) The Secretary and Treasurer shall serve one-year terms.
- b) The Vice President, President Elect, President and immediate Past President positions shall be a succession of consecutive terms.

Section 4.3 – Duties

- a) The President shall preside at all meetings of the Board of Directors or the membership.
- b) The President Elect, or in his/her absence the Vice President shall perform the duties of the President whenever the President is ill, absent, or otherwise unable to act.
- c) The Secretary shall keep or cause to be kept, a record of all meetings of the Directors and memberships.
- d) The Treasurer shall oversee the financial affairs of the Association in cooperation with the President and Executive Director.
- e) The Treasurer in cooperation with the Executive Director shall monitor all expenditures and all financial reports and shall make reports on such matters at each meeting of the Board of Directors and shall perform all such further duties as shall be delegated by the Board of Directors and/or the Executive Director.

Article V – Directors

Section 5.1 – Designation

- a) The composition of the Board of Directors shall consist of at least 12 and no more than 15 directors elected from the membership.
- b) The President, President Elect, Vice President, Secretary, Treasurer and Immediate Past President with the Executive Director shall serve as members of the Board's Executive Committee.
- c) The Board makeup shall have at least two members from each member classification of Contractor, National Associate and Professional.
- d) The Board of Directors may appoint any member or members of any classification to serve as specially appointed director(s) for a maximum of one year. Such special appointments shall be made when the Board feels that the appointment will be advantageous to the continued growth and general well-being of the Association.

Section 5.2 – Terms

- a) A Director elected by the membership shall be elected to a three (3) year term.

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- b) Director's term of office shall begin immediately upon election.
- c) The Board of Directors shall have the right to extend the term of any Director for one additional year if events or circumstances which the Board determines to be detrimental to the goals and mission of the Association should occur. Only one such extension can occur without the intervention of a normal election cycle.
- d) The term of office for any director with two consecutive unexcused absences from the Board of Director's meetings shall terminate automatically and the unexpired term shall be filled in accordance with Article V (5.1d). Notifying the Executive Director in writing with a valid excuse prior to the meeting constitutes an excused absence.

Section 5.3 – Duties

- a) The Board of Directors shall act as the governing body, transact the general business, establish the general policies, receive and act upon reports of all standing and special committees.
- b) The Board of Directors shall retain an experienced manager to function as Executive Director. The Executive Director shall be responsible to the Officers and the Board of Directors for the management and direction of Association activities as prescribed by the Board of Directors.
- c) The Board of Directors may adopt such order of business and such rules and regulations and take action not inconsistent with law or with these bylaws for the governing of the Association and its members as the Board of Directors may deem proper.
- d) The Board of Directors may permit any or all Directors to participate in a regular or special meeting by, or through the use of, any means of communication, such as telephone conference, by which all Directors participating may simultaneously hear each other during the meeting. A Director participating in a meeting by such means shall be deemed to be present in person at the meeting. A vote on any action taken during a conference call shall be by a roll call voice vote or by a fax back vote; as determined by the President.

Section 5.4 – Nominations

Nominations for Directorships may be made by the membership at large by submitting to the Nominating Committee or the President of the Association not less than forty-five (45) days before the Annual Meeting. Nominations shall be accompanied by a biography of the nominee and shall be signed by at least 5% of the membership.

Article VI – Committees

Section 6.1 – General

- a) In addition to the Executive Committee and the Nominating Committee provided for in these Bylaws, the Board of Directors may create one or more committees of the Association. The President shall appoint the chairman of each committee.
- b) Each committee chairman shall be a member of the Association and may not serve for more than three consecutive years as chairman. The Board of Directors shall have the authority to make special appointments to committees for individuals that bring expertise to the purpose of a

committee yet are not in a position to benefit from any type of TCA membership.

- c) The committee chairs of their respective committees, in consultation with the President, shall appoint the members of each committee.

Section 6.2 – Executive Committee

- a) There shall be an Executive Committee which shall be composed of the President, President Elect, Vice President, Secretary, Treasurer, Executive Director and immediate Past President.
- b) Meetings of the Executive Committee shall be called by the President or the Executive Director for any purpose they deem necessary. The President may be directed to call a meeting of the Executive Committee by the Board of Directors or when requested to do so by a majority of the Committee. Four (4) members shall constitute a quorum.
- c) The Executive Director and/or President may use any means of communication such as telephone conference by which all committee members participating may simultaneously hear each other during the meeting. A vote on any action taken during a conference call shall be a roll call voice vote, electronic or by fax back vote as determined by the President.
- d) Duties
 - i. To act as the Steering Committee for the Board of Directors
 - ii. Members of the Executive Committee shall be Ex-Officio members of other committees of the Association

Section 6.3 – Nominating Committee for Directors

- a) The immediate Past President shall serve as chairman of the Nominating Committee.
- b) The committee shall be composed of at least three additional members to secure candidates from a broad geographic base to assure, as much as possible, representation of all valid interests of quality concrete construction
- c) Duties
 - i. The Nominating Committee shall submit, in writing, a slate of Nominees to the Executive Director no later than sixty (60) days before the Annual Meeting, for transmittal to the Association's Company Member Delegates at least forty (40) days prior to the Annual Meeting.
 - ii. No company shall have more than one elected Officer or Director on the Board of Directors.
 - iii. The election shall be written ballot of the Association's Delegates. On the ballot, below each of the Nominating Committee's nominees for Director shall be space for a write-in candidate.
 - iv. Ballots shall be returned by the Executive Director 2 weeks before the Annual Meeting. The results of the election shall be reported to the Membership at the Annual Meeting, and the results shall become effective at the close of business of the Annual Meeting.

Article VII – Indemnification

Section 7.1 – General

- a) To the extent no inconsistent with applicable law, all Eligible Persons shall be indemnified by the Corporation against all Liability and reasonable expense that may be incurred by them in connection with or resulting from any claim:
- b) If such eligible persons are wholly successful with respect to the claim
- c) If not wholly successful, then if such eligible persons are determined, as provided in either 7.3a or 7.3b of the article VII to have:
 - i. Conducted themselves in good faith and
 - ii. Reasonably believed
 - a. In the case of conduct in their official capacity with the Corporation, that their conduct was in its best interest
 - b. In all other cases, that their conduct was at least not opposed to the best interest of the Corporation
 - iii. In the case of any criminal proceeding, either:
 - a. Had reasonable cause to believe their conduct was lawful, or
 - b. Had no reasonable cause to believe their conduct was unlawful

Section 7.2 – Definitions

- a) The term "claim" as used in this article VII shall include every pending, threatened, or completed claim, action, suit, or proceeding and all appeals thereof (whether bought by or in the right of this Corporation or any other corporation or otherwise), whether civil, criminal, administrative, or investigative, formal or informal, in which eligible persons may become involved, as parties or otherwise: (i) by reason of their being or having been eligible persons, whether or not they continued in such capacities at the time of a Liability or Expense shall have been incurred in connection with a Claim.
- b) The term "Eligible Person" as used in this Article VII shall mean every person (and the estate, heirs, and personal representatives of such person) who is or was a Director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a Director, officer, employee or agent of the Corporation as a Director, officer, employee, agent or fiduciary of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan, or other organization or entity, whether for profit or not. Eligible persons shall also be considered to have been serving an employee benefit plan at the request of the Corporation if their duties to the Corporation also imposed duties on; or otherwise involved services by, them to the plan or to participants in or beneficiaries of the plan.
- c) The terms "Liability" and "Expense" as used in this Article VII shall include, but shall not be limited to, attorney's fees and disbursements and amounts of judgments, fines, or penalties against (including excise taxes assessed with respect to an employee benefit plan), and amounts paid in settlement by or on behalf of, an Eligible Person.
- d) The term "Wholly Succeed" as used in this Article VII shall mean (i) termination of any claim against the Eligible Person in question without any finding of liability or guilt against the Eligible Person, (ii) approval by court, with knowledge of the indemnity herein provided, of a settlement of

any Claim, or (iii) the expiration of a reasonable period of time after making or threatened making of any claim without the institution of the same, without any payment or promise made to induce a settlement.

Section 7.3 – Procedure

a) Every Eligible Person claiming indemnification hereunder (other than one who has been Wholly Successful with respect to any Claim) shall be entitled to indemnification if it is determined, as provided in the Section 7.3a (a) that such Eligible Person has met the standards of conduct set forth in clause (b) of 7.1 of this Article VII. The determination whether an Eligible Person has met the required standards of conduct shall be made (i) by the Board of Directors by majority vote of a quorum consisting of Directors not at the time parties to the Claim, and if such a quorum cannot be obtained, then (ii) by majority vote of a committee duly designated by the Board of Directors (in which designation, Directors who are parties to the Claim may participate) consisting solely of two (2) or more Directors not at the time parties to the Claim, and if such a committee cannot be constituted, then (iii) by the members (but memberships voted under the control of a Director who is at the time a party to the Claim may not be voted on the determination), and if there are no members who are entitled to vote pursuant to the requirements of paragraph (iii), then (iv) by special legal counsel (which may be the Corporation's regular counsel) selected by a majority vote of the full Board of Directors (in which selection, a Director who is a party to the Claim may participate). If an Eligible Person is found to be entitled to indemnification pursuant to the preceding sentence, the reasonableness of the Eligible Person's expenses shall be determined by the procedure set forth in the preceding sentence, except that if such determination is by special legal counsel, the reasonableness of Expenses shall be determined by a majority vote of the full Board of Directors (in which determination, a Director who is a party to the Claim may participate.)

b) If an Eligible Person claiming indemnification pursuant to Section 7.3a of this Article VII is found not to be entitled thereto, the Eligible Person may apply for indemnification with respect to a Claim to a court of competent jurisdiction, including a court in which the Claim is pending against the Eligible Person. On receipt of an application, the court, after giving notice to the Association and giving the Association ample opportunity to present to the court any information or evidence relating to the claim for indemnification that the Corporation deems appropriate, may order indemnification if it determines that the Eligible Person is entitled to indemnification with respect to the Claim because such Eligible Person met the standards of conduct set forth in clause (b) of Section 7.1 of the Article VII. If the court determines that the Eligible Person is entitled to indemnification, the court shall also determine the reasonableness of the Eligible Person's expenses.

Section 7.4 – Nonexclusive Rights

a) The right of indemnification provided in this Article VII shall be in addition to any rights to which any Eligible Persons may otherwise be

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entitled. Irrespective of the provisions of this Article VII, the Board of Directors may, at any time and from time to time,

- i. approve indemnification of any Eligible Persons to the full extent permitted by the provisions of applicable law at the time in effect, whether on account of past or future transactions, and
- ii. authorize the Association to purchase and maintain insurance on behalf of any Eligible Persons against any Liability asserted against them and incurred by them in any such capacities, or arising out of their status as such, whether or not the Association would have the power to indemnify them against such Liability.

Section 7.5 – Expenses

- a) Expenses incurred by Eligible Persons with respect to any Claims shall be advanced by the Corporation (by action of the Board of Directors, whether or not a disinterested quorum exists) prior to the final dispositions thereof if:
 - i. The Eligible Persons furnish the Association written affirmations of their good faith belief that they have met the standards of conduct specified in Section 7.1 of this Article VII
 - ii. The Eligible Persons furnish the Association written undertakings, executed personally or on the Eligible Persons' behalf, to repay the advances if it is ultimately determined that the Eligible Persons did not meet the standards of conduct specified in Section 7.1b of the Article VII
 - iii. The Board of Directors makes a determination that the facts then know would not preclude indemnification of the Eligible Persons.

Section 7.6 - Contract

- a) The provisions of this Article VII shall be deemed to be a contract between the Association and each Eligible Person, and an Eligible Person's rights hereunder with respect to a claim shall not be diminished or otherwise adversely affected by any repeal, amendment, or modification of the Article VII that occurs subsequent to the date of any action taken or not taken by reason of which such Eligible Person becomes involved in a Claim.

Section 7.7 – Effective Date

- a) The provisions of this Article VII shall be applicable to claims made or commenced after the adoption hereof, whether arising from acts or omissions to act occurring before or after the adoption hereof.

Article VIII – General Provisions

Section 8.1 – Unless otherwise directed by the Board of Directors, the Executive Director shall have full power and authority on behalf of the Association to attend and to act and to vote, or to execute in the name or on behalf of the Association a consent in writing in lieu of meeting of shareholders or a proxy authorizing an agent or attorney-in-fact for the Association to attend and vote at any meetings of security holders of entities in which the Association may hold securities, and at such meetings he or she or his or her duly authorized agent or attorney-in-fact shall possess and may

exercise any and all rights and powers incident to the ownership or such securities and which, as the owner thereof, the Association might have possessed and exercised if present. The Board of Directors by resolution from time to time may confer like power upon any other person or persons.

Section 8.2 – All checks, drafts and orders for the payment of money shall be signed in the name of the Association in such manner and by such officer or officers or such other person or persons as the Board of Directors shall from time to time designate for that purpose.

Section 8.3 – The Executive Director and/or the President or any officer designated by the Board of Directors may, in the Corporation's name, sign all deeds, leases, contracts, or similar documents that may be authorized by the Board of Directors unless execution is otherwise provided for, required, or directed by the Board of Directors, the Corporation's Articles of Incorporation, the Act or other law.

Section 8.4 – Trade Regulations Policy

- a) It shall be the policy of the Association to observe strictly, in letter and in spirit, the trade regulation laws of the United States and of the several states including the body of laws customarily referred to as the Antitrust Laws of the United States.

Section 8.5 – Standards for Trademark Use

- a) The following Trademark Standards and Guidelines were adopted by the Board of Directors by Unanimous Consent on August 1, 1993 and are hereby made part of the by-Laws of the Tilt-Up Concrete Association
- b) Members shall acknowledge that TCA has exclusive property rights in and to its trademarks. Members shall agree not to take any actions that may impair the validity, registration, or value of any TCA trademark.
- c) Members' use of any TCA trademark and the manner and form of display thereof, is subject to TCA's prior written approval. Members shall agree to comply with TCA's approved manner of displaying and using such trademarks. Member may not use the words "Tilt-Up Concrete Association", or any other combination of words confusingly similar thereto, as part of Member's corporate or business name.
- d) In the event that Member's association with TCA shall be terminated, Member shall promptly remove all signs bearing any TCA trademark; shall discontinue use of the stationary, sales literature, and other documents bearing any TCA trademark; and shall discontinue any use of any TCA trademark, or other mark confusingly similar thereto, in connection with Member's business.

Section 8.6 – Dissolution

- a) In case of dissolution of the Association, the Board of Directors shall authorize the payment of all debts of the Society, including accruals; authorize the payment of reasonable separation pay to the Society's employees, ensure the security of the employees' retirement fund, if any; and arrange for the distribution of the remaining assets, if any, to a nonprofit technical or professional organization having similar aims and objectives

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b) No part of the net earnings of the Association shall be distributed to or inure to the benefit of any Director or officer of the Society, as provided by applicable law.

Section 8.7 – Corporate Law

a) All references in these Bylaws to the Act shall mean the Illinois Nonprofit Corporation Act (the "Act"), as it may from time to time be amended, and any statute that may in the future supersede or replace, in whole or in part, the Act. The provisions of the Act, as it may from time to time be amended, applicable to all matters relevant to, but not specifically covered by, these Bylaws are hereby, by reference, incorporated in and made a part of these Bylaws.

b) The term "Articles of Incorporation" as used in these Bylaws means the Articles of Incorporation of the Corporation, as amended and restated from time to time

Section 8.8 – Amendments

The By-Laws may be amended only by the Board of Directors. Suggestions for revisions to the By-Laws can be made by the general membership at any time. Such revisions must be in writing and submitted to the Executive Director, who will present the suggestions at the next Board Meeting.

Section 8.9 – Vacancies

a) In the event of the disability, resignation or death of the President, the vacancy shall be filled by a succession of the President-Elect followed by the current Vice President as necessary.

b) In the event of the vacancy, disability, resignation or death of any officer other than the President, the President may appoint one of the Directors to serve the unexpired term of office.

c) Vacancies on the Board of Directors that may occur between annual meetings shall be filled by an appointee of the President. Such appointee shall serve until the next Board meeting at which time the Board shall elect a member to fill the unexpired term.