



**By-Laws
Of The
Carter County
Skywarn Association**

Revised
06/09/2009

Table of Contents

Mission Statement	3
Article I: Name Of Organization	4
Article II: Goals and Objectives	4
Article III: Organization	4
Section A: Direction and Control	4
Section B: Non-Profit	5
Section C: Policies and Procedures	5
Section D: Geographic Region	5
Section E: Official Year	6
Article IV: By-Laws	6
Section A: Amendments	6
Section B: Voting on Amendments	6
Article V: Membership	6
Section A: Eligibility	6
Section B: Temporary Membership	7
Section C: Probationary Membership	7
Section D: Full Membership	7
Article VI: Membership Termination	8
Section A: Resignation	8
Section B: Disciplinary Action	8
Article VII: Meetings and Voting	8
Section A: Regular Meetings	8
Section B: Special Meetings	9
Section C: Eligibility to Vote	9
Section D: Phone Voting	9
Article VIII: Officers	9
Section A: Enumeration of Officers	9
Section B: Election of Officers	9
Section C: Term	9
Section D: Compensation	10
Article IX: Duties of Officers	10
Section A: President	10
Section B: Vice-President	10
Section C: Secretary	10
Section D: Treasurer	11
Article X: Limited Liability	11
Article XI: Dissolution	11

Mission Statement

To assist the Carter County Emergency Management Office, public service agencies of the county, and the residents of Carter County primarily in; but not limited to, severe weather conditions. Conditions which may cause property damage, injury, or loss of live in the Carter County area. To also provide information to the Carter County Emergency Operations Center, or other area public service agency in a timely manner in order to help reduce such losses.

**BY-LAWS
Of the
CARTER COUNTY SKYWARN ASSOCIATION**

ARTICLE I: Name of Organization

The name of the organization or association shall be Carter County Skywarn Association, herein known as Carter County Skywarn, The Association, or CCSA.

ARTICLE II: Goals And Objectives

The goals and objective of the Carter County Skywarn Association are to:

- To forward information to the Carter County Emergency Operations Center, as to the development of storms, their locations, direction of travel, wind speed/direction at their location, rainfall, hail size (if any).
- To identify funnels and/or tornadoes and report their location and direction of travel.
- If needed, to participate in Damage Assessment of affected areas within Carter County using proper forms and/or videos (if available).
- Members may also serve in other capacities, (traffic control, search and rescue, etc.)
- The amateur radio (ham) member may be requested to assist in communications if normal means of communications becomes impaired.

ARTICLE III: Organization

Section A: Direction and Control

The Carter County Skywarn Association will operate under the direction of the Carter County Emergency Management Office, or other responsible public service agency. The Emergency Operations Center will function as the primary center of all Association operations Control shall be maintained by the Association.

Section B: Non-Profit

Carter County Skywarn is a non-profit, non-partisan organization.

Carter County Skywarn will not be conducted for profit and no part of earnings, dues, or donations shall go for the benefit of any member, director, officer or other private person. The Association shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the Goals and Objectives of the Association as set forth in Article II. Under emergency circumstances, the Treasurer may make reimbursement of certain expenses to members as deemed appropriate by the Association President and/or Vice President.

Carter County Skywarn shall not participate in, or intervene in, including publishing or distribution of statements, any political campaign on behalf of, or in opposition to, any candidate for public office.

We do not disseminate propaganda or attempt to influence legislation or referendum before the public. This includes any statements or publications that we may distribute.

We only sponsor or participate in activities which are permitted by organizations exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code. We only sponsor or participate in activities which are permitted by organizations that accept deductible contributions under Section 170(c)(2) of the Internal Revenue Code. These provisions also apply to any future tax code.

Section C: Policies and Procedures

The general membership shall review and vote on a set of policies of all training and operational procedures.

Section D: Geographic Region

Our geographic region includes all communities in the Carter County, Oklahoma are, but may include surrounding counties.

Section E: Official Year

The Association's fiscal year shall begin on the 1st day of January and end on the last day of December. The Association's official year shall begin on the 1st day of January and end on the last day of December.

ARTICLE IV: By-Laws

The members of the Carter County Skywarn Association shall adopt this set of By-Laws and assist in carrying out the objectives of the Association.

Section A: Amendments

Subject to the power of the members of this Association to adopt, amend, or repeal By-Laws of this Association, and except as may otherwise be specified under provision of law, these By-Laws, or any of them, may be altered, amended or repealed and replacement or addition By-Laws be adopted on approval of the general membership.

Section B: Voting On Amendments

For By-Law revisions presented as per ARTICLE IV: By-Laws, two-thirds (2/3) vote of approval of all voting members present is required for amendment to the By-Laws.

ARTICLE V: Membership

In order to maintain membership, at least 75% (seventy-five percent) participation is required in all Association affiliated activities. Participation will be monitored quarterly by officers. Extenuating circumstances must be expressed in advance, when possible, to the Association President and/or Vice President for determination of approval.

Section A: Eligibility

Any eligible citizen that would like to become a Carter County Skywarn Association member will submit a written application to either the Carter

County Emergency Management Office or Carter County Skywarn Association. The application will then be reviewed by the Association's Elected Officers. Upon approval, the application will then be presented to the Association for Temporary Membership vote.

At least two-thirds (2/3) vote of approval of all voting members present is required for temporary membership.

Section B: Temporary Membership

The applicant will be required to be properly trained, both in house and by the National Weather Service for severe weather activities. The applicant must complete three (3) ride-a-longs with three (3) different members during the temporary membership period. After completion of ride-a-longs the three (3) members must agree that the applicant has shown the ability to perform severe weather spotting duties at satisfactory levels. If there are no activities that require the Associations involvement, then it is at the discretion of the Association to forego the temporary period. Only then will the applicant be eligible for probationary membership. The three (3) members performing the ride-a-long checks will present the applicant to the group for vote to probationary membership. A 75% or greater vote of the members present is needed to gain probationary membership. If an applicant is denied membership, he/she may re-submit a new application one year after the denial of the original application.

Section C: Probationary Member

The probationary membership period is three (3) months. The temporary member must perform satisfactorily and be active in the association in order for membership to stay in force. If there are no activities that require the Associations involvement, then it is at the discretion of the Association to forego the probationary period. A 75% or greater vote of the members present is needed to gain full membership. If an applicant is denied membership, he/she may re-submit a new application one year after the denial of the original application.

Section D: Full Membership

Full membership is granted after probationary period is served satisfactorily and a 75% or greater vote of the membership present to approve full membership.

Upon full membership, equipment and materials will be checked out to individual.

ARTICLE VI: Membership Termination

Upon termination (voluntary or involuntary) from Carter County Skywarn Association, all CCSA property will be returned to the Association or the Carter County Emergency Management Office.

Any member that has been terminated (voluntary or involuntary) may re-apply as a “new” applicant after one (1) year.

Section A: Resignation

Resignation shall terminate membership in the Carter County Skywarn Association. Any member may resign from Carter County Skywarn Association upon written notice to the Association and the return of Association issued property.

Section B: Disciplinary Action

Any member of Carter County Skywarn Association may have his/her membership terminated for conduct unbecoming. When a termination is requested, by any member, the member which has been requested to be terminated will be notified of the termination request. Said member shall have the right to speak in his/her behalf. A 75% vote of membership present in favor of the termination of a member is required for membership termination.

ARTICLE VII: Meetings and Voting

In order to conduct regular or special business, a vote of 51% (fifty percent +one) of members present at a meeting is required to pass or table a discussion/decision. (See specific voting procedures for elections and new membership.)

Section A: Regular Meetings

The default membership meetings shall be held monthly on the second Tuesday of each month at 6:30pm at the Carter County Courthouse Annex in Ardmore, OK. The membership may reschedule membership meetings as necessary, as well as change location by majority vote of membership.

Members will receive fair and reasonable notification of meeting changes by either the Association's Secretary, President or Vice President.

Section B: Special Meetings

Special meetings may be called if circumstances require it. All members will be notified at least three (3) days in advance.

Section C: Eligibility to Vote

All full members in good standing are eligible to vote. Each member shall be entitled to one (1) vote.

Section D: Phone Voting

Under certain circumstances a phone vote may be held to handle situations that may arise between meetings. Phone voting will be held for one (1) day in which an attempt will be made to contact all members by phone. All phone votes must be approved by a majority of members contacted and recorded on the Phone Vote Record form. If vote is concerning association monies, the executive board will have the authority to approve up to \$300 if the association account balance is at or below \$1000, otherwise a phone vote is needed to approve the expenditure.

ARTICLE VIII: Officers

Section A: Enumeration of Officers

The Officers of this Association shall include a President, Vice-President, a Secretary, and a Treasurer.

Section B: Election of Officers

Nominations for officers will be made in the November meeting. Voting for officers will be held in the following month. If there is only one nomination for an office, then that nominee can stand if approved by majority vote.

Section C: Term

The officers of the Association shall be elected by a majority (fifty percent + one) of the voting members present and each shall hold office until the next election of officers, unless he/she resigns, or shall be removed or otherwise disqualified or unable to serve. There is no limit on the number of terms a member may serve.

The term of service for each office is one (1) year. Service begins January 1st and ends December 31st.

Section D: Compensation

The officers of the Association shall not receive a salary. Nor shall any member of the Association.

ARTICLE IX: Duties of Officers

Section A: President

The president shall be the chief executive officer of the Carter County Skywarn Association, and shall have general and active control of its business and affairs. They shall preside at all meetings. They execute all instruments and documents on behalf of the Association that have been approved by the membership. They shall appoint all committees, unless otherwise provided in these By-Laws, or unless the membership by vote requests the appointment of a committee and shall set forth specifically the manner of its selection.

Section B: Vice-President

The vice-president shall perform the duties of the president in the absence or incapacity of the president or when the office of the president becomes vacant, and shall assist the president with their duties.

Section C: Secretary

The secretary shall give notice of all meetings to all members. They shall have charge of all correspondence of the Association and shall notify officers of their election to office. They will take roll at all meetings, keep minutes at all meetings, keep attendance records, and keep an updated list of members for Carter County Skywarn Association. They shall keep a file of printed material and perform other duties as determined by the President.

Section D: Treasurer

The treasurer shall have the care and custody of all monies, funds, and securities of the Association and shall deposit or cause to be deposited all funds of Carter County Skywarn Association. They shall keep all books of account relating to the business of Carter County Skywarn Association, shall keep a record of all members, and shall pay all bills. All expenditures, whether for the purpose of paying bills or for making purchases, shall be made only after approval of the general membership. Their books shall at all times be open to inspection by any member and they shall report to them at every general meeting on the condition of the Association's finances and every item of receipt or payment not before reported. They shall give an annual summary report of the Association's financial dealings for the previous year at each annual meeting. They shall perform other duties as determined by the President.

ARTICLE X: Limited Liability

Except when prohibited by law, participants in Carter County Skywarn Association activities agree to waive any claim of liability for loss, theft, damage, injury or death for individuals participating in or observing our activities. Members who take individuals on ride-alongs that are not members of the Association, and without consent of the Association President or Vice President, do so at their own risk.

ARTICLE XI: Dissolution

The Association may be dissolved at any time by the written consent of not less than two-thirds (2/3) of the entire active membership. In the event of dissolution of the Association, whether voluntary or involuntary by operation of law, none of the property of either the Association or any

proceeds thereof, or any assets of the Association shall be distributed to any member of the Association. After payments of the debts of the Association, the membership shall distribute the property and any assets for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the Carter County Emergency Management Office for a public purpose. Any such asset not so disposed of shall be disposed of by a court of competent jurisdiction of the county in which the principle office of the Association is then located, exclusively for such purposes or to such organization or organizations as said court shall determine.

As secretary of the Carter County Skywarn Association, I attest these By-Laws and current revisions were adopted by the membership on the 9th day of June, 2009, at the Regular Monthly Meeting of the Association.

Regina Tucker
Regina Tucker, Secretary
Carter County Skywarn Association

6/10/09
Date

STATE OF OKLAHOMA)
) ss:
COUNTY OF CARTER)

BEFORE ME, the undersigned Notary Public, in and for said County and State, on the 10th day of June, 2009, personally appeared **Regina Tucker, Secretary, Carter County Skywarn Association**, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that affiant executed same as affiant's free and voluntary act and deed, for the uses and purposes therein set forth.

GIVEN under my hand and seal of office on the day and year last above written.

My Commission Expires:
August 7, 2009
Commission No. 01011211

Kerry Tucker
NOTARY PUBLIC