



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

Revised  
09/10/2013

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## **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 1<sup>st</sup> day of January and end on the last day of December. The Association's official year shall begin on the 1<sup>st</sup> 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.

### **Sub-section 1: Dues**

- a.) The Association may levy upon the general membership such dues as shall be deemed necessary for the business of the organization.
- b.) Annual dues shall be paid by the 30th day of March each calendar year.
- c.) Any member in arrears 30 days after, shall be notified by the Association Treasurer or Secretary.
- d.) Members with 15 years or more of service shall be exempt from dues.
- e.) Current membership dues are \$25.00 per calendar year.
- f.) Termination of membership either by resignation or expulsion will not constitute a refund of dues paid.

### **Section B: 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 C: 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.

## **Section D: Training Requirements**

Probationary Member Ride-a-longs: Probationary Members will be required to be properly trained, both in house and by the National Weather Service for severe weather activities. Probationary Members must complete (at a minimum) three (3) ride-a-longs with three (3) different members during the probationary 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. At which time the three members will submit to the Association their recommendations for full membership of the applicant.

Severe Weather Training: At a minimum, all members shall attend 1 (one) live spotter training session or webinar conducted by the National Weather Service at least every 2 (two) years. Members shall also receive training through the online training modules developed by the National Weather Service at least once every (2) two years.

NIMS Training: All members shall meet all National Incident Management System (NIMS) training requirements, as based on the most current NIMS Training Matrix. This training (at a minimum) shall include; ICS 100, ICS 200, ICS 700, and ICS 800. These courses are available online and can be completed at home.

Tracking: All training will be tracked and recorded in personnel files by providing a copy of the Course Completion Certificate or a copy of the sign-in sheet for live training sessions.

Additional Training: Any other training as deemed necessary by the Association.

## **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 1<sup>st</sup> and ends December 31<sup>st</sup>.

### **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-a-longs 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

6/9/09  
Date

STATE OF OKLAHOMA     )  
  ) ss:  
COUNTY OF CARTER     )

**BEFORE ME**, the undersigned Notary Public, in and for said County and State, on the 10<sup>th</sup> 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 Nu. 01011211

Kenny Jackson  
NOTARY PUBLIC

As secretary of the Carter County Skywarn Association, I attest these revisions to the By-Laws were adopted by the membership on the 10<sup>th</sup> day of APRIL, 2012.

Sharon Jones  
Sharon Jones, Secretary  
Carter County Skywarn Association

4/11/12  
Date

STATE OF OKLAHOMA     )  
  )ss:  
COUNTY OF CARTER     )

BEFORE ME, the undersigned Notary Public, in and for said County and State, on the 11 day of April, 2012, personally appeared

Sharon Jones  
to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me the 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: 11-23-2015

Commission No. 1101 0679

Lizbeth Hall  
NOTARY PUBLIC




As secretary of the Carter County Skywarn Association, I attest these revisions to the By-Laws were adopted by the membership on the 10<sup>th</sup> day of Sept. 2013.

Sharon Jones \_\_\_\_\_ 9/10/13 \_\_\_\_\_  
Sharon Jones, Secretary Date  
Carter County Skywarn Association

STATE OF OKLAHOMA     )  
  )ss:  
COUNTY OF CARTER    )

BEFORE ME, the undersigned Notary Public, in and for said County and State, on the 10 day of September, 2013, personally appeared

\_\_\_\_\_   
To me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me the affiant executed same as affiant's free and voluntary act and deed, for the uses and purposes therein set forth.

\_\_\_\_\_ under my hand and seal of office on the day and year last above  
 My Commission Expires: 3-14-14  
Commission No. 020056023 Shelly R. Stahlbusch  
NOTARY PUBLIC

Addition of Subsection: Ducs, 1 to Article V: Membership, Section A: Eligibility.