

# ARTICLES AND BYLAWS OF THE TWIN LAKES SKATEPARK PROJECT

## **ARTICLE I: Office of Record**

### ***1.1 - Designation of Office***

The designated office and agent for the Twin Lakes Skatepark Project, hereinafter referred to as "Project", shall be the business location of the sitting Chairman as designated by the committee.

## **ARTICLE II: Committee**

### ***2.1 - Numbers and Powers***

The management of all the affairs, property, and interests of the Project shall be vested in a committee consisting of seven persons or less. Officers shall be named by election of the majority of the committee. Committee members shall be admitted by a majority vote of existing members, and shall rotate in and out as necessary.

### ***2.2 - Vacancies***

The number of committee members may at any time be increased or decreased without amendment of these bylaws.

### ***2.3 - Regular and Special Meetings***

Regular meetings of the committee shall be held at the discretion of the Chairman, with such meetings to be held the third Thursday of the month at 5:15 PM Central Time, or, at the discretion of the Chairman. Special meetings shall be called on an as-needed basis. Meetings can be held virtually (i.e. Zoom, Skype, Google Meet, etc.)

### ***2.4 - Notice***

Notice of all meetings shall be made by emailed agenda (starting time, place, and main topics for discussion). Notice shall be sent at least twenty-four hours prior to the meeting time.

### ***2.5 - Quorum***

A majority (at-least 3 members) of the full committee must be in attendance for any votes or consensus to be taken on any matter.

## **2.6 - Remuneration**

No salary shall be paid to any officer or member of the committee. Any request for reimbursement must be presented with a receipt and voted on by a majority vote of the full committee. Personal expenses (e.g., transportation, meals, etc.), will not be reimbursed.

## **2.7 - Loans**

No loans shall be made by the Project to any committee member or other entity for any reason.

## **2.8 - Removal**

Any committee member or officer may be removed at any time, with or without cause, by a majority vote of the full committee.

# **ARTICLE III: Designations and Responsibilities**

## **3.1 - Officers**

The officers of the Project shall be a Chairman, Vice-Chairman, Secretary, and Treasurer. All officers shall be appointed for the duration of the Project. Such officers shall hold office until they either resign or are asked to step down.

## **3.2 - Chairman**

The Chairman shall preside at all meetings of the committee, providing leadership and guidance in the execution of the organization's mission and goals. The Chairman shall have general supervision of the affairs of the organization and shall perform other duties as are incidental to the office. The Chairman shall also ensure that all members of the committee are provided with timely notice of meetings and agendas.

## **3.3 - Vice-Chairman**

In the absence of the Chairman, the Vice-Chairman shall assume the duties and responsibilities of the Chairman, including presiding over meetings and providing support in overseeing the Project's activities. The Vice-Chairman shall collaborate closely with the Chairman and other officers to ensure effective governance and decision-making.

## **3.4 - Secretary**

The Secretary shall be responsible for maintaining accurate records of all meetings and proceedings of the committee. Duties shall include recording and distributing minutes of meetings, maintaining official correspondence, and keeping a record of all official documents and resolutions of the committee.

### **3.5 - Treasurer**

The Treasurer shall have custody of all monies and financial records of the Project, ensuring the proper management and accounting of funds. Duties shall include maintaining regular books of account, disbursing funds in payment of just demands, and providing quarterly financial reports to the committee. The Treasurer shall also coordinate with the Chain Breaker's Gym, as requested, to ensure accurate financial reporting, including all checking account statements.

### **3.6 - Additional Duties and Responsibilities**

Officers may be assigned additional duties and responsibilities by the committee as needed to support the Project's activities and initiatives. Such duties shall be communicated clearly and documented in writing to ensure accountability and clarity of expectations.

### **3.7 - Reporting Requirements**

Officers shall provide regular progress reports and updates to the committee on their respective areas of responsibility. Reports shall include relevant information on activities, achievements, challenges, and recommendations for future actions to advance the Project's mission and goals.

### **3.8 - Collaboration and Teamwork**

Officers shall collaborate closely with each other and with other committee members to promote teamwork and collaboration in achieving the organization's objectives. Open communication, mutual respect, and a spirit of cooperation shall guide interactions among officers and with other stakeholders.

## **ARTICLE IV: Fiscal Year**

The Project's fiscal year shall be from April 1 through March 31.

## **ARTICLE V: Depositories**

The monies of the Project shall be deposited in the name of "**Twin Lakes Skatepark Project**". All funds will be drawn from such accounts upon signature of the Chairman or Treasurer. All monies shall be considered part of the Redemption Lake Inc. DBA **Chain Breaker's Gym**'s skatepark trust. The Treasurer shall provide the Chain Breaker's Gym financial reporting including all checking account statements.

## **ARTICLE VI: Books and Records**

The Project shall keep correct and complete books and records of account and shall keep minutes of the proceedings of the committee; and shall keep a record of its supporters, donors, and contact information.

## ARTICLE VII: Diversity and Inclusion

### *7.1 - Diversity and Inclusion Statement*

The Project recognizes and values the importance of diversity, equity, and inclusion within our organization and community. Our commitment to diversity means respecting and appreciating the unique perspectives, backgrounds, and contributions of all individuals. We believe that diversity enhances our ability to achieve our goals and better serve our community.

### *7.2 - Commitment to Equity*

The committee is dedicated to promoting equity in all aspects of our operations, including but not limited to decision-making processes, access to resources, and community engagement initiatives. We strive to address barriers that may affect certain groups disproportionately and seek opportunities to collaborate with individuals and organizations that share our commitment to diversity and inclusion.

### *7.3 - Non-Discrimination*

The Project prohibits discrimination on the basis of race, color, ethnicity, religion, gender, sexual orientation, age, disability, or any other protected status. All members, officers, and volunteers are expected to uphold these principles in their interactions and activities on behalf of the Project.

### *7.4 - Regular Review*

The committee shall regularly review and assess our diversity and inclusion initiatives to ensure their effectiveness. Any necessary adjustments or improvements will be made to promote a diverse and inclusive environment.

## ARTICLE VIII: Dispute Resolution Mechanism

### *8.1 - Dispute Resolution Process*

In the event of a dispute arising between committee members, officers, or stakeholders of the Twin Lakes Skatepark Project, the following dispute resolution process shall be followed:

- **8.1.1 - Informal Resolution:** The parties involved in the dispute shall first attempt to resolve the matter informally through discussion and negotiation. This may involve seeking assistance from a neutral third party, such as another committee member or a mediator, to facilitate the resolution.
- **8.1.2 - Mediation:** If the dispute cannot be resolved informally, the parties may agree to engage in mediation facilitated by a neutral third party mediator. The mediator will assist the parties in reaching a mutually acceptable resolution to the dispute. Participation in mediation shall be voluntary but strongly encouraged.
- **8.1.3 - Arbitration:** If mediation is unsuccessful or if the parties prefer to bypass mediation, the dispute shall be resolved through binding arbitration. The arbitration proceedings shall be conducted in accordance with **AAA (American Arbitration Association)** Commercial Arbitration Rules. The decision of the arbitrator(s) shall be final and binding on all parties.

## **8.2 - Compliance with Decisions**

All parties involved in the dispute agree to comply with any decision reached through the dispute resolution process outlined in this Article. Failure to comply may result in further action as determined by the committee.

## **8.3 - Confidentiality**

All discussions, negotiations, and proceedings related to the dispute resolution process shall be treated as confidential by all parties involved. Confidentiality shall be maintained to the fullest extent permitted by law.

## **8.4 - Costs of Resolution**

The costs associated with the dispute resolution process, including but not limited to mediation fees, arbitration fees, and legal fees, shall be borne by the parties involved in the dispute, unless otherwise agreed upon by the parties or determined by the committee.

## **8.5 - Exclusion of Litigation**

By participating in the dispute resolution process outlined in this Article, all parties involved in the dispute agree to waive their right to pursue litigation in court regarding the subject matter of the dispute, except to enforce or challenge the arbitration decision as provided by law.

# **ARTICLE IX: Amendments**

The committee shall have power to make, alter, amend, and repeal the bylaws of this skatepark project; provided that no such alteration, amendment, or repeal would adversely affect the skatepark project or its intended goals. Any such amendments shall first have received a majority vote of the full committee.

---

Chairman

Adopted: May 16, 2024