



Official Bylaws

The undersigned, acting as organizers, do hereby adopt the following bylaws for the Adelphi Acre Community Garden Association. The Association shall operate under the rules promulgated by the Texas Uniform Unincorporated Nonprofit Association Act (Art. 1396-70.01, Texas Civil Statutes).

SECTION 1. ASSOCIATION NAME

The name of the association is The Adelphi Acre Community Garden (hereafter referred to as the "Association").

SECTION 2. PURPOSE

The Association is organized to establish and operate a community garden or gardens (hereafter the "Garden") abutting Walnut Crossing Neighborhood and adjacent to Milwood Neighborhood in the City of Austin, Travis County, Texas. The location of the initial garden is the southwest corner of Adelphi Lane and Amherst Drive.

Such garden will endeavor to:

1. Provide opportunities for local residents to garden and grow organic and sustainable crops.
2. Promote, educate and disseminate information about safe, sustainable, local food production and organic gardening techniques.
3. Beautify the neighborhood and provide social gathering space and landscaping that incorporates native and adapted, drought tolerant plants.
4. Provide social events to bring together local gardeners and neighbors for events such as potlucks, community workdays, harvest shares and farmers markets to support the garden and create a greater sense of community through our shared love of local organically grown food.
5. Provide opportunities for youth groups to take part in 'hands-on' learning about sustainable food, healthy lifestyles, and nutrition. Plots will be set aside for schools, or scouting groups to maintain with direction of the Garden Coordinator and Education Outreach Coordinator, who will organize field trips, planting and harvest events, and other educational programs.
6. Help foster a greater sense of community by involving the local neighborhoods and volunteer organizations in creating permanent features of the garden such as common area features, native perennial gardens, and other forms of local artworks.
7. Give back to the community by participating in programs such as "Share the Harvest" that set aside a portion of the harvest for local food banks in need of local, unprocessed foods.
8. Provide workshops and education opportunities for families, individuals and children on a variety of topics including, but not limited to: nutrition, gardening techniques, composting, healthy food preparation and other topics of choice.

SECTION 3. NONPROFIT ASSOCIATION

The Association is an unincorporated nonprofit association. It shall further exist under the fiscal sponsorship of the Sustainable Food Center, a 501c3 nonprofit corporation based in Austin, Texas, and conduct much of its official business through that entity.

SECTION 4. DURATION

The period of the Association's duration is perpetual except that it shall be considered dissolved if there has been no activity, as listed in subsequent SECTIONS below, by any member of the Steering Committee for a period of one year.

SECTION 5. LOCATION AND REGISTERED AGENT

The physical location of the Garden is the southeast corner of Adelphi Lane and Amherst Drive at 3701 ½ Adelphi Lane, Austin TX. This is a physical address only (see Site Plan, Appendix A), occupying an undesignated right-of-way, and will be granted to the Association by the City of Austin Public Works Department. The mailing address for the Association is 12006 Scribe Drive, Austin, Texas 78759.

SECTION 6. PHYSICAL DESCRIPTION OF THE GARDEN

1. The Garden is approximately one acre in size, roughly half of which is foreseen as arable with proper soil and compost amendments.
2. The plots have been established as either 4'x12' plots or 10'x10' plots that will be leased for one year terms.
3. A number of plots shall be set aside for use by youth groups, education or charitable organizations at no cost.
4. If excess plots exist, the Steering Committee may organize those as Communal Plots to be shared by all Gardeners, or set aside for a later time when they are rented.
5. The Garden shall be surrounded by a 6' tall fence does not obscure the view of the Garden except by vines or allowed artwork. The fence shall incorporate welcoming signage and contact information to encourage participation.
6. A communal area with seating shall be located on the northwest corner of the tract under the shade and care of three protected heritage trees. The trees will be maintained and taken care of with dedicated hose bibs assigned to the common area. A local landscaping company, Clean Scapes, has donated services and partnered with the Garden to maintain and upkeep the trees on site.
7. A locked tool shed/pavilion area composting area, and site for soil amendments will be located within the boundaries of the fenced garden area. Appropriate measures will be taken to prevent runoff and sedimentation.
8. Common amenities shall be provided, including running water, mulch and compost, and basic tools for all gardeners to share.

SECTION 7. MEMBERSHIP AND PLOTS

The Association members shall have voting rights, privileges, and obligations as outlined below:

1. Eligibility: All persons 18 years of age and older are eligible if they sign and abide by the Gardener's Agreement (Appendix B), and the SFC Liability Release Form (Appendix C). They then become personally responsible for one Plot. Persons under 18 must be sponsored by an adult who must co-sign the Gardener's Agreement.
2. Plots are limited to one person per household, except in the situation where an individual is reserving a plot for a specified organization and serving as the signatory.
3. Plots reserved for an organization must have one main contact and signatory with a maximum of 7 additional authorized users. A list of authorized users must be provided with the Gardener's Agreement and the main signatory is responsible for securing signed release forms and Gardener's Agreements from additional users.
4. Dues are payable annually and must be paid before taking possession of any Plot or voting on any Association matter.
5. Members who either do not abide by the Gardeners Agreement or in other way hamper the operation of the Garden or Association can have membership revoked by majority vote of the membership at a scheduled and advertised meeting.
6. Preferences: In the event that applications for membership exceed the number of available plots, preference shall be given to:
 - a. Members renewing their membership, followed by
 - b. Residents within a 1.5 mile radius of the intersection of Adelphi Lane and Amherst Drive.
 - c. After this the list will be on a first come first serve basis.
7. If a plot becomes available, existing gardeners shall first have the option to exchange their plot with the available one, with their original plot then being offered to a new gardener. The Garden Coordinator shall maintain a list of gardeners interested in exchanging their plot and will offer available plots in the order gardeners are on the list.
8. All members are entitled to one vote on any matter presented to the membership. Only the responsible signatory of the Gardeners Agreement is considered a member for voting purposes.
9. Non-Gardening Memberships will be extended to the President of Walnut Crossing Neighborhood Association and Milwood Neighborhood Association allowing each president to place a vote based on the input of their representative neighborhood association. Additional Non-Gardening Memberships will be available for \$10.00 a year to consultants, master gardeners and volunteers. Non-Gardening Members will be allowed one vote on matters presented to the steering committee and priority invitations to workshops, classes, events and access to shared communal garden plots.

SECTION 8. MANAGING BODY OF ASSOCIATION

The direction and management of the affairs of the Association and the control and disposition of its properties and funds shall be vested in a Steering Committee and Officers as follows:

1. Number of Steering Committee members shall be nine (9). A meeting quorum shall be considered five (5) members.

2. The Steering Committee members shall be elected annually at the Fall General Meeting and begin their terms no later than December 1st, such that the new committee would be able to plan for the next spring planting.
3. All members of the association in good standing are eligible to be candidates for the Steering Committee.
4. All members of the association in good standing are eligible to vote for candidates to the Steering Committee.
5. Steering Committee members may be removed from office by majority vote of members at any General Meeting or Special Meeting.
6. All decisions of the Steering Committee shall be by majority vote.
7. The Steering Committee Consists of the following Officers:

A. Chairperson:

- Presides over all General Meetings and Steering Committee Meetings, and responsible for agendas.
- Oversees all Association business between meetings.
- Represents Association to government agencies and outside groups.
- Serves as official signatory for all agreements and transactions including banking, grants and legal documents.
- Arbitrates disputes or disagreements, decisions of which are binding unless and until altered at the next General Meeting.
- Develops and oversees the annual budget.

B. Garden Coordinator:

- Maintains list of Plot assignments and waiting lists.
- Inspects the Garden periodically to ensure rules from the Gardener's Agreement are being followed and reports problems or suggestions to the Steering Committee.
- Maintains and updates Gardeners agreements, orientation guides other relevant documents and files.

C. Treasurer

- Serves as signatory for all bank and funding transactions.
- Responsible for all funds managed by the Association, including but not limited to all dues, grants, bank accounts, trusts.
- Maintains financial spreadsheet of Associations finances, including all accounts payable, receivable, liabilities, assets, loans, disbursements, etc. in such form and format that any member may review it within one week's notice. Such records must be in a standard format that easily be passed on to future Treasurers.
- Prepares and presents a financial report to the membership once per year or as directed by the Steering Committee.

- Advises the Steering Committee of any mandatory disbursements and payments such as taxes, fees, penalties, licenses, financing and recurring costs, etc. and provides for their payment as directed.
- Pays all recurring costs such as Utilities.
- Maintains payment relationship, accounts and records as needed with fiscal sponsor, Sustainable Food Center, which will transact certain business on behalf of the Association as required.

D. Secretary

- Maintains and amends the official bylaws and other documents of the association.
- Records minutes for all meetings and keeps a record of votes.
- Maintains and update Signed Gardner Rules Agreements
- Prepares and distributes agendas for meetings

E. Volunteer Outreach Coordinator

- Interacts with volunteer groups such as Scouts, church groups, schools, and service groups that wish to contribute to the Garden or Association.
- Arranges for classes or workshops at the Garden.
- Organizes and promotes fundraising events.
- Arranges tours of the garden.
- Interacts with charitable institutions.
- Plans, coordinates, and promotes social events at the Garden.
- Promotes the Garden to local neighborhood groups to keep fallow plots to a minimum.
- Coordinates maintenance and management of Community and Food Pantry beds

F. Tool Shed Coordinator

- Ensures that equipment is properly maintained and updates inventory report annually.
- Creates and maintains the sign-in and sign out forms.
- Labels all tools with the Garden's name.
- Makes recommendations for tool purchases to be funded from the treasury.

G. Compost Coordinator

- Ensures that compost area is properly maintained.
- Orients new gardeners to the compost procedures.
- Supervises Compost Committee and compost collections.
- Organizes activities on work days for compost maintenance and processing.
- Establishes and maintains a relationship with Grounds to Grounds (aka Austin Compost Coalition) so as to coordinate pickups and donations of compostable materials from local entities.
- Hosts periodic introductory workshops on composting for the general public.

H. Marketing, Fundraising Coordinator

- Leads the Marketing/Fundraising Committee.
- Develops a Marketing Plan to raise funds for the garden.
- Develops Sponsorship Levels to solicit donations from local businesses with an interest in community involvement.
- Develops fundraising activities in coordination with events the Garden participates in or hosts.
- Builds and establishes relationships with local businesses, schools, churches, and other community participants and solicits donations for the needs of the Garden.
- Coordinates with the Grant Writing Committee to discuss overlapping funding needs and resources.
- Maintains and updates Donor and Supporter lists
- Coordinates with website and social media committee

I. Education Outreach Coordinator

- Leads the Education Outreach Committee in coordination with the Garden Coordinator
- Leads a committee to develop educational curriculum for members of the Garden and neighborhood community with programs addressing the interests of adults, children, and families.
- Plans workshops or events with topics such as nutritious eating and cooking, permaculture, composting classes, and new gardening techniques.
- Arranges for special guests to teach courses in the Garden at the approval of the Garden Coordinator and Garden Chair.
- Coordinates calendar events with Communication Secretary to avoid overlap, and ensures that the classes are properly advertised to the community.
- Coordinates educational opportunities with Schools and Youth Groups.

J. Communications Coordinator

- Oversees communications to members including website and email.
- Maintains and updates contact lists, email lists.
- Maintains and updates the website, Facebook and other communication channels of the garden under the direction of the Chair.
- Assists the Marketing and Fundraising Coordinator in developing campaigns to announce garden events, meetings, and workdays.

The Steering Committee may also create, appoint and subsequently dissolve Special Committees to advise the Steering Committee on topics including but not limited to:

- A. Grant Writing Committee
- B. Marketing/Advertising Committee
- C. Site Planning/Budgeting Committee
- D. Education Outreach Committee

All Special Committees will be under the oversight of a designated Steering Committee Member. Special Committees will be required to keep minutes at their meetings, turn them in to their designated Steering Committee member, and copy the Secretary/Communications Coordinator.

SECTION 9. VACANCIES

Vacancies in the Steering Committee that occur between General Meetings shall be temporarily filled by appointment by the Steering Committee. These appointments must be either ratified or replaced by a general vote at the next meeting.

Until the advent of an election and ratification of these bylaws by the full membership, the Association shall be governed by a Provisional Steering Committee, with the goal of establishing the framework of the Association and shepherding the various permit processes until groundbreaking. All of the powers and limitations outlined herein regarding the Steering Committee apply equally to the Provisional Steering Committee. This Provisional Steering Committee shall dissolve upon election of the permanent Steering Committee.

SECTION 10. MEETINGS AND VOTES

The Association shall have a minimum of 4 General Meetings of the full membership per year, at dates and times to be determined by the Steering Committee.

1. Dates, times and location of the General Meetings shall be determined by the Steering Committee and publicized through all normal channels used by the Association including website and email. General meetings must be announced at least 14 days before occurrence. The Steering Committee may also schedule Special Meetings to deal with single issues of a time sensitive nature.
2. A quorum shall be necessary for transaction of any Association business at any regular or special meeting. A quorum shall be defined hereafter as 20% of the current membership, but in no case fewer than 5.
3. The Chair of the Steering Committee, or a member designated by the Chair, shall preside over all meetings and shall abide by parliamentary procedure except as waived or modified by the general membership.
4. Each member in good standing is entitled to one vote, regardless of the number of Plots the member tends. A member is the responsible signatory of a Plot. If the plot is maintained by a family, or a group, they are still entitled to only a single vote, as voiced by the signatory to the Gardener's Agreement.
5. The Association is also authorized to hold Internet Votes and Surveys which shall be as binding as General Meeting votes provided that
 - a. a voting interval of one week minimum is provided.
 - b. a majority of members casts a vote.

SECTION 11. FINANCES, EXPENSES & DUES

The Association, although nonprofit, will incur operating and capital expenses and require funding as outlined below:

1. The Steering Committee will prepare or oversee the preparation of a proposed Operating Budget each year, which will be approved by the membership. This budget will consider required capital outlays, maintenance costs, utilities, and any other anticipated expense for the coming year. In addition, this proposed Budget will outline expenditures that are optional, or contingent upon fundraising efforts.
2. General recurring costs, such as utilities and basic operating expenses, are expected to be covered by annual Dues paid by members. Dues are payable PER PLOT, not per member, as each plot will consume a given amount of water and supplies. The amount of Dues for each year will be adjusted annually based on water usage fees and operating expenses. As of January 1st, 2016 fees are set at \$36/year per plot for 4'x12' plots, \$60/year per plot for 10'x10' plots.
3. Plot dues are non-refundable. If a plot is released, the fee will be considered a donation due the additional administrative resources required to return funds or issue checks.
4. Gardeners who do not meet the monthly work requirement will be charged \$20 per month in lieu of the work hours. After three (3) consecutive months of not meeting work hours, the Gardener's plot will be released. The Membership Coordinator will send payment or plot release notices at the end of the month.
5. Capital Expenses or other costs not covered by Dues must be approved by the membership along with proposed funding, which may include a Dues surcharge, fundraising events, grants, etc.
6. If the Annual Financial Report indicates a surplus for the year, the membership will vote on either to:
 - a. Roll the amount over to the next year for capital expenses.
 - b. Use the excess to reduce the following year's per plot dues.
 - c. Return the surplus to members.
7. The Association will be under the nonprofit umbrella of the Sustainable Food Center, and thus many of the bills, including water, are anticipated to be paid via payments to the Sustainable Food Center.

SECTION 12. USES OF THE COMMON AREA

The Association will consider applications for use of the common areas of the garden for public or private events, in consideration for certain donations or services provided to the Association, on a case-by-case basis. Such use must be approved by a vote of the entire membership and allowed by prevailing City regulations

SECTION 13. LIMITATION ON LIABILITY OF MANAGING BODY

No Steering Committee member shall be liable to the Association or its members for monetary damages for any action or inaction, unless that member engages in intentional misconduct or a knowing violation of the law.

SECTION 14. POWERS

The Association and its Steering Committee have all implied powers necessary and proper to carry out its express powers.

SECTION 15. DISSOLUTION

Only the Membership may dissolve the Association. This Association may be dissolved by a three-fourths (3/4) vote of the Membership present at a duly called meeting of the Association at which a quorum is present and the notice for which has been provided at least fourteen (14) days prior to the meeting accompanied by the text of the resolution to dissolve. Notwithstanding this provision, the Association will be considered dissolved if it is inactive for a period of one year, meaning it has conducted no business, held no meetings, nor engaged in any transactions or communications.

SECTION 16. GARDEN OPERATION GUIDELINES

(These rules are established by the City of Austin for all Community Gardens that reside on City Owned Property per [page 13 of 15 of the Community Garden Information/Permit Packet](#))

1. The Community Garden Site Coordinator and SUACG Program Coordinator shall not discriminate on the basis of race, creed, color, national or ethnic origin, religion, marital status, age, sex, sexual orientation, or disability, in its community garden membership and the administration of its programs.
2. Smoking shall be prohibited in or within 25' of the Garden's perimeter.
3. All Garden paths must be kept free of obstructions and weeds.
4. Plot holders are responsible for maintaining and weeding a 2 foot perimeter around their plot as part of general plot maintenance.
5. Tires and structures that retain or allow standing water shall be prohibited.
6. Growing or use of illegal substances shall result in immediate expulsion and revocation of Garden registration.
7. A gardener may rent only one plot within the City owned properties of community gardens. If a gardener has a small plot and wishes to rent a larger plot, she or he may switch to the larger plot when one becomes available, however, the gardener must relinquish the smaller plot.
8. Gardeners may not turn over their plot to another person; instead, the plot must be rented out to the next person on the waiting list.
9. Gardeners are required to control pest grasses and weeds and harvest produce in a timely manner. A garden plot is considered abandoned after two weeks without maintenance. If a gardener cannot care for his or her plot for a length of time due to extenuating circumstances, the gardener should contact the Site Coordinator and make arrangements for care and maintenance.
10. Plots must be kept clear of pests and free of disease. If damaging insects or blights are discovered, they MUST be reported to the Garden Coordinator immediately. If infestations pose a threat to neighboring plots or the garden in general and organic treatments fail, plants may need to be removed or destroyed.
11. A garden plot left neglected/unattended (un-watered and/or overrun with weeds) for more than two (2) weeks without prior notice or arrangements with the Community Garden Leadership Committee shall be considered abandoned. Notices shall be sent out by the Garden Site Coordinator and followed by subsequent communication from the Community Garden Leadership Committee. (First notice sent out on week two, second notice sent week four) The

Community Garden Leadership Committee will vote to determine if the plot in question will be forfeited and made available to the next person on the waiting list.

12. Gardeners must remove all of their garbage from the site, and recycle and reuse as much as possible. Recycling services will not be provided to the site by the City.
13. Gardeners, at the end of their gardening contract, will remove all vegetation, tools, structures and debris from their plot.
14. Common areas or articles, such as communal plots, sheds, trash receptacles, compost bins, are the shared responsibility of all gardeners. The community garden needs to be maintained in a neat state. Gardeners may not store their personal items in common areas of the garden.
15. Attendance and participation in community garden work days as defined by the Site By-Laws, is mandatory for gardeners and gardening partners as listed on the contract agreement.
16. Plant and food sales require approval by the Director of the Department managing the City owned property and shall be for the benefit of the Community Garden only.

SECTION 17. BYLAWS

These initial Bylaws of the Association are herein adopted by the undersigned Provisional Steering Committee, which may revise or amend them only until such a time as they are presented and voted upon by the entire membership. Once adopted by the membership, any amendments, changes and additions to the bylaws must be by majority vote of the membership.

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