

Adelphi Acre Community Garden Bylaws (version 11/02/17)

SECTION 1. ASSOCIATION NAME

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

SECTION 2. PURPOSE

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.
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 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 501(c) (3) nonprofit corporation based in Austin, Texas, and conduct much of its official business through that entity. The Association operates under the rules promulgated by the Texas Uniform Unincorporated Nonprofit Association Act (Art. 1396-70.01, Texas Civil Statutes).

SECTION 4. DURATION

The period of the Association's duration is perpetual, except as provided in section 16 "Dissolution".

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, 78759. This is a physical address only (see Site Plan, Appendix A), occupying an undesignated right-of-way, 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 abuts Walnut Crossing Neighborhood adjacent to Milwood Neighborhood in the City of Austin, Travis County, Texas on the southeast corner of Adelphi Drive and Amherst Lane
2. The Garden is approximately one acre in size.
3. The plots have been established as either 4'x12' plots or 10'x10' plots.
4. The Garden is surrounded by an 8' tall fence which may not obscure the view of the Garden except by city approved artwork. The fence incorporates welcoming signage and contact information to encourage participation.
5. A communal area with seating is located on the northwest corner of the tract under the shade and care of several protected heritage trees.
6. A secured tool shed, a greenhouse, and a composting area are located within the boundaries of the fenced garden area.

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), the SFC Liability Release Form (Appendix C), and the NPP Liability Waiver and Release (Appendix D). 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) Dues are payable annually and must be paid before taking possession of any Plot or voting on any Association matter.
- 4) 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, or by the Steering Council.
- 5) Preferences: In the event that applications for membership exceed the number of available plots, preference shall be given to:
 - a) Current members renewing their membership, then
 - b) Special consideration may be given for applicants who have demonstrated exceptional abilities and

willingness to contribute to the garden. No more than one of every third plot may be filled in this way, and the steering council must vote on such applicants.

- c) Residents within a 1.5-mile radius of the intersection of Adelphi Lane and Amherst Drive.
- d) After this the list will be on a first come first serve basis.
- 6) 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 Membership 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.
- 7) 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.
- 8) 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.

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 Council and Officers as follows:

- 1) A meeting quorum shall be considered 51% of the Steering Council. A meeting at which quorum is initially present may continue to transact business, notwithstanding the withdrawal of members, if any action taken is approved by at least a majority of the required quorum for that meeting.
- 2) The Steering Council members shall be elected annually at the Fall General Meeting and begin their terms no later than December 1st, such that the new council would be able to plan for the next spring planting.
- 3) Steering Council members shall be elected for two-year terms.
 - i) Odd numbered years: Steering Council Facilitator, Infrastructure Coordinator, Site Coordinator, Communications Coordinator, Steward Team Captains "A" and "B"
 - ii) Even numbered years: Plot Coordinator, Treasurer, Secretary, Outreach Coordinator, Events Coordinator, Membership Coordinator, Steward Team Captain "C"
- 4) All members of the association in good standing are eligible to be candidates for the Steering Council.
- 5) All members of the association in good standing are eligible to vote for candidates to the Steering Council.
- 6) Steering Council members may be removed from office by majority vote of members at any General Meeting or Special Meeting.
- 7) All decisions of the Steering Council shall be by majority of quorum vote.
- 8) All votes of the Steering Council shall be recorded and available for members to review.
- 9) Failure to attend three consecutive Steering Council meetings is cause for removal by majority vote of the Steering Council.
- 10) Vacancies in the Steering Council may be filled by majority vote of the Steering Council.
- 11) The Steering Council Facilitator shall preside over all meetings, or in his/her absence, the highest officer from the Succession of Officers shall preside as the acting facilitator.
- 12) The Steering Council Facilitator may appoint an acting facilitator to serve in his/her capacity.
- 13) The Secretary shall record roll-call and votes. In his/her absence, an acting secretary shall be appointed by

the presiding officer.

14) The Steering Council (Community Garden Leadership Committee) consists of the following Officers, whose duties may be appended as necessary:

- i) *Steering Council Facilitator*: Schedules and creates agendas for monthly Steering Council meetings. Facilitates all meetings. Either the Steering Council Facilitator or the Treasurer shall serve as the SFC Garden Coordinator. Ensures that land usage is not in violation, and that officers and members conform to bylaws, CoA, and SFC restrictions.
- ii) *Treasurer*: Receives plot fees and payments in lieu of work hours, receives money from fund raising projects, keeps financial records, prepares monthly financial statements and prepares an annual budget. The Treasurer or Steering Council Facilitator shall serve as the SFC Garden Coordinator. The Treasurer is not a voting member of the Steering Council.
- iii) *Secretary*: Takes minutes of meetings and makes them available to Steering Council members. Submits minutes from previous meetings for approval at the following Steering Council meeting. Maintains the all-members e-mail list along with the Communication Coordinator. The Secretary is not a voting member of the Steering Council.
- iv) *Site Coordinator*: Coordinates all aspects of caring for and maintaining the common areas of the physical site and shall notify Steering Council about needs and problems related to the site including ant treatment etc.
- v) *Infrastructure Coordinator*: Oversees general garden maintenance and repair, acts as garden security/safety contact, ensures that the toolshed is fully equipped.
- vi) *Outreach Coordinator*: Coordinates outreach in the community, and recruits volunteers.
- vii) *Communications Coordinator*: Maintains the garden website/calendar, email list/Google, manage social media, and Rallyhood.
- viii) *Membership Coordinator*: Maintains the garden waiting list, schedules orientations for rental of plots, assigns garden plots, assists in obtaining signed yearly contracts, monitors the database of plot assignments, maintains current map of plot assignments and coordinates with the Service Hours Coordinator. Maintains a list of all members' and volunteers' necessary plot agreements and waivers.
- ix) *Plot Coordinator*: Schedules new-member orientations in collaboration with the Membership Coordinator. Runs new-member orientations. Monitors the condition and health of garden plots, and performs evaluation of plot usage in conjunction with Zone Monitors. Addresses, communicates and resolves issues within the garden plots, including enforcement of the gardener's agreement and any additional garden rules. Informs gardeners of changes, special conditions or issues affecting plots. Collects plot fees and payments in lieu of work hours in coordination with Service Hour Coordinator. Arranges for empty plot utilization when applicable, and/or transfer of abandoned or empty plots within membership. Facilitates assignment of gardeners to Stewardship Teams.
- x) *Events and Fundraising Coordinator*: Oversees fund raising and social events.
- xi) *Stewardship Team Captains* (3 individual voting members): Jointly responsible for communication with garden teams. Communicate with team leaders for input prior to Steering Council meetings and report actions of the Steering Council back to team leaders.

15) The succession of officers is Facilitator, Site Coordinator, Plot Coordinator, then other officers on a

random-rotation basis. The treasurer and secretary are left out of the succession of officers.

- 16) The Steering Council may create, appoint and subsequently dissolve Special Committees to advise the Steering Council on topics as they see fit.
- 17) All Special Committees will be under the oversight of a designated Steering Council Member. Special Committees will be required to keep minutes at their meetings, turn them in to their designated Steering Council member, and copy the Secretary/Communications Coordinator.

SECTION 9. TRANSPARENCY

The following information shall be posted at www.adelphiacre.org/official/

- 1) The recorded votes of General, Special and Steering Council Meetings, the list of officers' present, and meeting minutes.
- 2) The current Bylaws, Gardener's Agreement, and required Waivers/Releases
- 3) The current members of the Steering Council, including contact information.

Non-official information shall be considered advisory or descriptive, and might not be up-to-date.

SECTION 10. VACANCIES

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

SECTION 11. MEETINGS AND VOTES

The Association shall have a minimum of 2 General Meetings of the full membership per year, at dates and times to be determined by the Steering Council.

- 1) Dates, times and location of the General Meetings shall be determined by the Steering Council and publicized through all normal channels used by the Association including Rallyhood, website and email. General meetings must be announced at least 14 days before occurrence. The Steering Council may also schedule Special Meetings to deal with single issues of a time sensitive nature.
- 2) Meeting notices shall include a general description of business to be transacted, particularly elections of the Steering Council and votes allocating sums of money greater than \$500.
- 3) 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 voting members.
- 4) The Facilitator of the Steering Council, or a member designated by the Facilitator, shall preside over all meetings and shall abide by Robert's Rules of Order, except as waived or modified by the general membership.
- 5) Per Section 7 (Membership and Plots), if a 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.

- 6) The Association is 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.
- 7) If quorum is not achieved at a meeting, the Steering Council may choose to either suspend the meeting without collecting any votes, or to collect votes from plot holders and aggregate them with subsequent rounds of voting (e.g. Internet Votes or Special Meetings). However, any member who has previously cast a vote shall be entitled to change their vote in any subsequent round.

SECTION 12. FINANCES, EXPENSES & DUES

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

- 1) The Steering Council 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 to cover these anticipated expenses.
- 3) The budget shall include a line-item for unforeseen expenditures (other than utilities), which may be used with approval of the Steering Council. Actual utilities incurred are excluded from this calculation, and will always be paid without a vote.
- 4) 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.
- 5) As an Association under the nonprofit umbrella of the Sustainable Food Center, many of the bills, including water, are paid through an account managed by the Sustainable Food Center. We will adapt our practices as needed to maintain compliance with the requirements of the Sustainable Food Center.

SECTION 13. USES OF THE COMMON AREA

The Association will consider applications for use of the common areas of the garden (inside the fence) 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 Steering Council and allowed by prevailing City regulations.

SECTION 14. LIMITATION ON LIABILITY OF MANAGING BODY

No Steering Council 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 15. POWERS

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

SECTION 16. 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 17. 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, sect, sexual orientation, or disability, in its community garden membership and the administration of its programs.
- 2) There shall be no harassment, threats, verbal abuse or acts of violence by any person against another person. Such acts must be reported to the Community Garden Leadership Committee and the perpetrator is subject to plot forfeiture. If a Member has three or more documented instances of hostile behavior towards other gardeners or City authorities, that Member will no longer be allowed to garden at Adelphi Acre.
- 3) Smoking shall be prohibited in or within 25' of the Garden's perimeter.
- 4) All Garden paths must be kept free of obstructions and weeds.
- 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 Plot 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 Plot 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) Two garden workdays per year will be designated as mandatory. Attendance and participation in these workdays is required. Members must document in advance if they are unable to attend, and provide that documentation to the Steering Council.
- 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 18. AMENDMENT

These Bylaws of the Association have been ratified by vote of the Members. Any amendments to the bylaws require a 2/3 vote of the membership.