

Adelphi Acre Community Garden Bylaws

Ratified: September 10th 2023

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 Austin Parks Foundation [hereinafter referred to as APF]; a 501(c) (3) nonprofit corporation based in Austin, Texas, and conducts 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 undesigned right-of-way, granted to the Association for temporary use by the City of Austin Public Works Department. The mailing address for the Association is 12006 Scribe Drive, Austin, Texas 78759.

For use of the property, the Association has agreed to act as maintenance steward on behalf of the City and is not required to pay any monetary consideration. This agreement is expressly subordinate to the present and future right of the City to reclaim the site for right-of-way purposes at any time.

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 65 4'x12'x1' plots, 4 4'x12'x2' plots, and 10 8'x12'x1' 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 APF 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 3 mile radius of the intersection of Adelphi Ln and Amherst Dr.
 - d. After this the list will be on a first come first serve basis. In the event that the wait list has been exhausted, current members may rent, at cost, a second plot. This plot will have no work hour requirements but must be maintained to the same standards as a primary plot.
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 provided that they are in good standing. Only the responsible signatory of the Gardener's Agreement is considered a member for voting purposes. To be in "Good Standing" the primary signatory must:
 - a. be free and clear of any compliance issues for the last 3 months prior,
 - b. be a member for at least 9 months [to be eligible to run for office].

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. Further, the council should meet at least once a quarter per calendar year, with additional meetings scheduled as necessary.
2. The Steering Council members shall be elected annually at the Spring General Meeting and begin their terms no later than May/June 1st depending on whether spring orientation is completed in February or March.
3. Steering Council members shall be elected for two-year terms:
 - a) Odd numbered years: Chairperson, Events Coordinator, Membership Coordinator, Infrastructure Coordinator,
 - b) Even numbered years: Communications Coordinator, Outreach Coordinator, Plot Coordinator,
 - c) The Secretary and Treasurer, non-voting positions, will be appointed by the Steering Council for consistency and continuity.
4. All members of the association in good standing are eligible to vote for candidates to the steering council [7.7.a].

5. All members of the association in good standing are eligible to be candidates for the Steering Council [7.7.b].
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 Chairperson 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 Chairperson 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:

A. Chairperson & Site Coordinator:

- Presides over all General Meetings and Steering Committee Meetings, and responsible for agendas.
- Represents Association to government agencies, fiscal sponsors, and outside groups.
- Serves as official signatory for all agreements and transactions including banking [co-shared with Treasurer], grants and legal documents.
- Arbitrates disputes or disagreements, decisions of which are binding unless and until altered at the next General Meeting.
- Ensures that land usage is not in violation and that members conform to bylaws and CoA rules and restrictions.
- Facilitates assignment of gardeners to Stewardship Teams.

B. Communications Coordinator:

- Coordinates general garden communication on Rallyhood, and is responsible for maintaining the garden website.
- Monitors the Contact Us spreadsheet and responds to inquiries or routes them to appropriate Council members.
- Oversees and organizes member surveys and Q&A's
- In the event of the secretary's absence, records meeting minutes and submits them to Steering Council members for approval.

C. Events & Fundraising Coordinator:

- Schedules, and plans social events.
- Oversees fundraising efforts as well as facilitating grants

- Maintains garden's social media accounts presence regarding events and fundraising activities.

D. Infrastructure Coordinator:

- Oversees general garden maintenance and repairs of infrastructure, tools, and equipment.
- Serves as garden security/safety contact.
- Coordinates repair and/or replacement of damaged/failing plot structures.
- Coordinates with the Plot Coordinator on annual garden wide ant treatment

E. Membership Coordinator:

- Maintains the garden plot wait list and the plot assignment spreadsheet.
- Obtains signed annual contracts and required waivers/liability releases from members and forwards to the Secretary for archiving.
- Provides new members with documents, information, and access to the general Rally.
- Manages member service compliance issues and actions.
- Schedules and conducts new member orientations and plot assignments with the Plot Coordinator.

F. Outreach Coordinator:

- Coordinates community outreach and recruitment of volunteers.
- Obtains required waivers/liability releases from volunteers and forwards to the Secretary for archiving.
- Oversees maintenance of the Children's Garden.
- Organizes education classes and activities for children and adults when feasible.

G. Plot Coordinator:

- Monitors the condition and health of garden plots and performs evaluation of plot usage with input from the Zone Monitors.
- Notifies gardeners about plot issues including enforcement or resolution solutions.
- Informs gardeners of changes, special conditions or issues affecting plots.
- Arranges for utilization or transfer of abandoned or empty plots.
- Schedules and conducts new member orientations and plot assignments with the Membership Coordinator.
- Coordinates with Infrastructure on annual garden wide ant treatment

H. Secretary: *The Secretary is not a voting member of the Steering Council and is appointed by the Council*

- Records minutes, including a record of votes, of all meetings, and submits them to Steering Council for approval.
- Ensures that approved minutes are posted to AACG website.

- Collects and archives all signed agreements and liability forms received from the Membership and Outreach Coordinators.

I. Treasurer: *The Treasurer is not a voting member of the Steering Council and is appointed by the Council*

- Collects and/or monitors APF deposits money from fund raising projects, plot fees, payments in lieu of service hours.
- Executes reimbursements for approved garden related member purchases and vendor payments.
- Keeps financial records and prepares annual financial statement.
- Develops and oversees the annual budget.

15) Should the Chairperson person step down or be removed, they may be replaced by any member of the council through a majority vote of the remaining officers. The Treasurer and Secretary are not included in this succession of officers.

16) The Steering Council may create and subsequently dissolve Stewardship Teams to execute tasks on behalf of the Steering Council and the garden in general.

17) Stewardship Teams will be required to report and if necessary, gain approval from the Steering Council on any major decisions that either have a garden wide impact or projects that require funding.

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 with a 51% majority approval. 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 1 General Meeting of the full membership per year, at a date and time to be determined by the Steering Council.

1. Dates, times and location of the General Meeting[s] shall be determined by the Steering Council and publicized through all normal channels used by the Association including Rallyhood, website and email. General meeting[s] 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. Meetings may either be in person when and if possible or virtual.
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 \$1,000 that are not included in the budget.
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 Chairperson of the Steering Council, or a member designated by the Chairperson, 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 in good standing 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.
8. Special meetings may be called at the request of at least 20% of the voting membership in good standing.

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 expenses for the coming year.
2. Water [utility] is the only recurring cost that is to be covered by annual dues paid by members. Dues are kept in a reserve fund so that water will always be covered regardless. Dues are payable PER PLOT, not per member, as each plot will consume a given amount of water. The amount of Dues for each year may be adjusted annually to cover this expense.
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 must be covered by fundraising events, grants, etc. so as to avoid imposing a dues increase on current membership or prevent the cost to join the garden from becoming prohibitive.
5. The pursuit of grant opportunities over \$10,000 must be approved by 51% of active members in good standing. AACG cannot compete for any grants that the fiscal sponsor is also pursuing.
6. As an Association under the nonprofit umbrella of the APF, many of the bills, including water, are paid through an account managed by the APF. We will adapt our practices as needed to maintain compliance with the requirements of the APF.

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

The garden agrees to comply with the following Austin Parks & Recreation Policies, as well as the requirements of the Public Works Department - the property manager.

1. The Community Garden Association and the PARD Community Garden 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 one 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. The garden is “pack in pack out.” Any trash must be taken out of the garden or when appropriate, put into compost bins. Trash and Recycling services will not be provided to the site by the City.
4. Pets are not allowed in the garden
5. Chemical treatments of herbicides, pesticides, or fungicides, or synthetic fertilizers are NOT allowed.
6. Fuel storage on site is not allowed unless in a UL listed or FM approved metal safety can, or in a metal safety cabinet.
7. The use of treated wood is prohibited
8. No alcohol, illegal substances, or glass containers are allowed
9. No illegal substances may be grown
10. Driving is only permitted within community gardens during the construction of the improvements, to unload gardening supplies, equipment, and materials or brush pick up, or by City vehicles during inspection or other necessary work.
11. No animals or enclosures are permitted on the property - including bee hives and chicken coops.
12. The Community Garden space may not be left unattended for more than four (4) consecutive weeks.
13. Smoking shall be prohibited in or within 25 feet of the Garden’s perimeter.
14. All garden paths must be kept clear from personal items and weeds. Temporary accommodation may be made to store some material at the discretion and approval of the Garden’s leadership.
15. Tires and structures that retain or allow standing water are prohibited, with the exception of feeders e.g. birdbaths.
16. Gardeners are required to control pest grasses and weeds and harvest produce in a timely manner. If a gardener cannot care for their plot for a length of time due to extenuating circumstances, the gardener should contact the Garden’s leadership and make arrangements for care and maintenance.
17. Plots must be kept clear of pests and free of disease. If damaging insects or blights are discovered, they must be reported to the Plot 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.
18. Gardeners, at the end of their gardening contract, will remove all vegetation, tools, structures and debris from their plot.
19. Common areas, such as communal plots, sheds, compost areas, are the shared responsibility of all gardeners. Gardeners may not store their personal items in common areas of the garden.
20. 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.
21. Any plant or other types of fundraisers that are solely for the benefit of the Community Garden are pre-approved by the Director of the Department managing the City owned property and the garden’s fiscal sponsor.

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.