

# **Hāli'imaile Community Garden By-Laws**

Revised March 31, 2017

## **ARTICLE I. NAME**

The name of this organization shall be the Hāli'imaile Community Garden, hereafter referred to as HCG.

## **ARTICLE II. PURPOSE**

The mission of Hāli'imaile Community Garden is to build community around food self-sufficiency.

## **ARTICLE III. MEMBERSHIP**

### **Section I – Definition of Members**

- A. A member is a person who is assigned a plot and actively gardens within the Rules & Regulations of the Garden.
- B. Anyone 18 years of age or older may register for one plot. Any additional plots requested under the same name are granted by Board approval only and provided that the member is in good standing. A member in good standing is one who is paid in full, has planted and maintained current plot(s) for a minimum of 3 months, and has had no 3 strike notices issued for a minimum of 6 months. Non-members on the wait list will be given first priority for vacant plots. A member must be currently paid or on a current payment plan for plot fees.
- C. Membership shall be available to anyone that agrees to the Rules & Regulations of HCG; provided there are open plots.
- D. Memberships shall run semi-annual from January 1<sup>st</sup> through June 30<sup>th</sup> and July 1<sup>st</sup> through December 31<sup>st</sup> of each year, but members may join at any time during the year when orientations are held. The monetary portion of membership fees are \$70.00 per semi-annual period per 10'x20' plot and \$50 per semi-annual period per 10'x10' plot, and are to be paid by January 1<sup>st</sup> & July 1<sup>st</sup> for continuing members. If fees and completed membership forms are not received by the due date, then the member shall lose their membership and all HCG privileges. Members joining after the first 3 months of a semi-annual period shall pay half the regular rate for the first period and renew at the regular rate during the next period.
- E. A one time \$25 security deposit applies to each 10'x20' plot. The security deposit shall be paid upon joining and shall be fully refundable when the plot is left cleared and covered with tarp, weed mat, or plastic upon leaving the garden.

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## **Section II – Selection of Members**

- A. Plots will be assigned by the Board of Directors, Plot Manager, or Orientations Manager. Plot assignments can be changed upon request, providing the desired plot is not occupied. Should a change in plots be requested, the gardener must clear his/her present plot of all vegetation and debris and cover it with plastic, weed mat, or tarps before the change can take place.
- B. School classes or special interest groups may also register as a group. For each group, a representative must be assigned to oversee and coordinate work on a plot.
- C. Plots are assigned to a person and cannot be transferred to, sublet to, or exchanged with another person, including relatives.
- D. Plots can be shared between two people if desired by the “head of plot” member. The head-of-plot member is responsible for coordinating payment of annual fees and community work hours for the entire plot. If the head-of-plot member cannot find a co-gardener of their choice within 30 days, he/she must obtain a co-gardener from the plot waiting list or assume full responsibility for the plot and fees. Co-gardeners must meet the same eligibility requirements as all other gardeners.

## **Section III – Voting Rights**

The Board of Directors shall be entitled to vote in matters concerning revisions to the By-Laws, Rules & Regulations, day-to-day management, and or other issues put before the Board of Directors.

The Board of Directors may opt to put a vote before the general membership of HCG for specific issues. The general membership may vote by proxy is allowed as long as the Board of Directors has been notified in advance.

## **Section IV – Termination of Membership**

When a member is not in compliance with any of HCG's Rules & Regulations, he/she will be issued a Letter of Non-Compliance and will be given two weeks to correct the situation. If the problem has not been corrected by the deadline, a Notice of Non-Compliance and Eviction will be sent and the plot will immediately be relinquished back to Hāli'imaile Community Garden. Anything in the garden plot that has not been removed by that time will be subject to disposition by the Board of Directors or their appointees.

- A. Issuance of three letters of Non-Compliance to any one member in a 12 month period will result in termination of membership. Correction of a problem

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identified in a notice will not cancel the notice and the notice will be counted. Verbal notices are not counted in the three notice rule.

- B. New members are required to start work on their plot within 2 weeks of joining and will be on probation for four months, during which time his/her membership may be terminated for cause upon unanimous vote of the Board of Directors. Such cause may include any one violation of the Rules & Regulations.
- C. Garden members who do not complete their required community service by the end of the year will be subject to losing their garden privileges and/or paying an increased membership rate.
- D. Membership in the Garden may be terminated if false information is given.
- E. Annual fees not paid by the end of the grace period will result in termination of garden privileges.
- F. A gardener whose membership has been terminated may re-apply after one year. Termination for drinking alcohol, using drugs, or stealing will result in the permanent loss of membership.

Members may appeal a loss of membership to the Board of Directors within 30 days of the date of termination. The appeal can be either in person or in writing. The Board of Directors will discuss the issue at the next Board of Directors meeting or at a special meeting called by the Chairperson. The terminated member will be invited to the meeting. The decision of the Board of Directors is final.

### Section V – Monetary Dues

Semi-annual monetary dues are \$70.00 per 10'x20' plot and \$50 per semi-annual period per 10'x10' plot and are prorated for membership after the 1<sup>st</sup> 3 months of a semi-annual period to \$35.00 and \$25 respectively. Dues may be changed by a majority vote of the Board of Directors.

- A. Payments by personal check should be made payable to Hāli'imaile Community Garden.
- B. Any returned checks fee imposed by the bank will be the responsibility of the member, plus a charge of \$20.00 for handling.
- C. Fees are payable on an announced and published schedule for the ensuing year. Semi-annual membership expires at midnight, July 1<sup>st</sup> and December 31<sup>st</sup>. Semi-annual fees not paid by the due date may result in termination of gardening privileges.

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## Section VI – Service Dues

Each current member is required to making a meaningful contribution to the maintenance of common garden areas through service dues. This work shall be done by the gardeners themselves, or by members of their household, or by other HCG members who volunteer to donate community service hours to them.

- A. Service dues of a minimum of 1 hour per calendar month are required; more are suggested.
- B. Service dues must provide a meaningful contribution to the overall operation of the garden.
- C. Contributed tasks must be pre-approved by the board of directors or their appointees. Contributions for fulfillment of service dues include:
  - a. Tasks listed on the monthly Helping Hands list.
  - b. Sitting on a committees created by the garden council (fundraising committee, etc.)
  - c. Fulfilling a designated leadership role (Compost Czar, Worm Whisperer, Wood Chipper)
  - d. Working at a garden event, booth, or fundraiser.
  - e. Helping with larger projects occasionally announced via email.
- D. Time spent shall be recorded on the “Work Log” along with the task(s) performed. Gardeners hold the responsibility to complete and log/report their service dues on time. Satisfactory completion of tasks will be verified.
- E. It is the responsibility of the head-of-plot gardener to make sure that the required service dues are completed for a shared plot.
- F. If a member is not in compliance with service requirements during the semi-annual period of January thru June or July thru December for any calendar year, he/she will be issued a Notice of Non-Compliance and an assessment of \$70 (\$50 for a 10' x 20' plot) to be paid by July 1<sup>st</sup> or January 1<sup>st</sup> respectively. If a member is not in compliance a second semi-annual period s/he will receive a Notice of Non-Compliance, an assessment of \$70 (\$50 for a 10' x 20' plot) to be paid by July 1<sup>st</sup> or January 1<sup>st</sup> respectively, and a permanent fee increase to double the regular rate effective immediately to be paid by July 1<sup>st</sup> or January 1<sup>st</sup> respectively. If the assessment and/or plot fee increase is not paid on time, a Notice of Non-Compliance and Eviction will be sent and the plot will immediately be relinquished back to Hāli'imaile Community Garden. Anything in the garden plot that has not been removed by that time will be subject to disposition by the Board of Directors.
- G. The Board of Directors are exempt from community service in consideration for the services they provide HCG.

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- H. Committee heads and members shall be credited with hours they contribute toward special projects and/or an exemption with the approval of a quorum by the Board of Directors. The number of hours credited for special projects will be decided by the Board of Directors.

## **Section VII – Resignation of Members**

Plots cannot be transferred to another party at the time of termination. The plot must be returned to the Board of Directors to be allocated to the next person on the waiting list. Upon resigning from the garden, plots must be cleared and covered with tarp, weed mat, or plastic. Members who leave their plot in such condition will receive a full refund of their security deposit.

## **ARTICLE IV – OFFICERS**

### **Section I – Officers Definition**

The Board of Directors perform the duties usually connected with such offices as well as other duties as needed. The descriptions outlined below are guidelines. Specific duties are often shared, or performed by officers/members to whom that duty is not assigned. Directors may hold more than one position provided there is no conflict between the positions.

### **Section II – Term of Office**

- A. Positions on the Board of Directors shall be on a volunteer basis. No remuneration is paid.
- B. A member who wishes to hold a Board of Directors position may make a request to the current Board of Directors.
- C. The current Board of Directors shall have the right to approach individuals whom they feel would enhance the Board of Directors when there are vacancies.
- D. The Board of Directors shall consist of a maximum of five positions. These positions shall include the Chairperson, Vice-Chairperson, Treasurer, and Secretary and any additional position as deemed necessary by the Board of Directors.
- E. The Board of Directors shall perform the duties outlined in Section V and other duties as the Board of Directors may specify.
- F. The Board of Directors may serve for an unlimited number of one-year terms on a calendar year basis.
- G. The Board of Directors may establish and abolish standing and special committees.

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- H. The Board of Directors, as a whole and individually, shall not be personally liable for any damaged or injuries incurred at the garden by members or visitors.

## **Section III – Removal from Office**

Any position may be removed from office by a formal unanimous vote of the other members of the Board of Directors. Any Board of Directors member who is absent without notification to the Board of Directors for three consecutive meetings may be replaced by the Board of Directors.

## **Section IV – Officer Vacancy**

Vacancies in any seat shall be filled for the un-expired term by appointment of the Board of Directors within thirty days.

## **Section V – Duties of the Chairperson**

- A. Chair meetings and create an agenda.
- B. Represent HCG in dealings with other organizations.
- C. Coordinate activities of other officers and committees.
- D. Second signature on the bank account managed by the Treasurer.

## **Section VI – Duties of the Vice Chairperson**

- A. Act in absence of the Chairperson.
- B. Accept new members, collect dues passing dues/fees to the Treasurer.
- C. Mark any checks to HCG with “For Deposit Only” and give checks to Treasurer.
- D. Maintain the roster of members and records associated with the garden plots.
- E. Assign plots to new and existing members.

## **Section VII – Duties of the Treasurer**

- A. Gather funds received from various activities and deposit them in the bank.
- B. Manages budget and expenditures.
- C. Prepare grant applications and manage grant funds.
- D. Write checks to pay bills.
- E. Maintain financial records for HCG.
- F. Prepare financial reports for the Board of Directors.

## **Section VIII – Duties of the Secretary**

- A. Take minutes at all meetings and distribute to the Board of Directors, thereby maintaining a record of all business of HCG.

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- B. Prepare correspondence in response to activities associated with HCG.
- C. Check HCG mailbox and give to the appropriate members of the Board of Directors.
- D. Maintain HCG waiting list.
- E. Track attendance for work days.

## **Section IV – Duties of Plot Manager**

- A. Monitor adherence to the Rules & Regulations of the garden and work with gardeners to maintain compliance.
- B. Identifies plots that are not being maintained.
- C. Serve notice of rule infractions to violators, after the Board of Directors has a walkthrough to review violations.
- D. Monitor inventory and physical condition of tools & equipment owned by HCG.
- E. Attain approval from the Board of Directors for purchase of HCG tools and/or parts and make replacements and/or repairs as needed.

## **Section V – Duties of Events & Publicity Coordinator**

- A. Oversee educational projects.
- B. Oversee fundraising projects.
- C. Oversee HCG members' activities (potlucks)
- D. Arrange for field trips for general members.

## **Section VI – Duties of Digital Librarian**

- A. Manage digital files for printed information; pamphlets, flyers, posters.
- B. Collect, organize, digitize and maintain digital copies of publicity, articles, photos and other printed material pertaining to HCG.
- C. Maintain content of the HCG website.

## **Section VII – Duties of Orientation Manager**

- A. Write & submit periodic press releases promoting events to the local newspapers.
- B. Write & submit announcements of HCG General Meetings to the local newspapers.
- C. Print and distribute copies of any special event fliers.
- D. Conduct new member orientations.

# **ARTICLE V. MEETINGS**

## **Section I – Regular Meetings**

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General meetings shall be held annually at a place and time determined by the Board of Directors.

## **Section II – Special Meetings**

- A. Special meetings to accommodate guest speakers or otherwise benefit the organization may be called at any other time with at least three weeks prior notification to the membership.
- B. The Board may hold a Board of Directors meeting within two weeks prior to any regularly scheduled general meeting.

## **Section III – Board of Directors Meeting**

The Board of Directors meets once each month. Members may attend the meetings. To bring any concerns or questions before the board in person, contact the Chairperson to be added to the agenda. Members are invited to call any Board of Directors member to express concerns or comments.

## **Section IV – Appeals**

The Board of Directors is the final arbiter of any disputes or violation of garden rules and regulations. Complaints or questions about the Garden should be brought to the Board of Directors either in person or in writing.

## **Section V – Quorum**

- A. Official decisions shall require only a simple majority of the Board of Directors present, at any board meeting, as long as a quorum of 60% of the Board of Directors is present.
- B. At general meetings, decisions shall be made by a simple majority of the members present. When the place and time of a general meeting is announced to the members with at least three weeks prior notice, no fixed quorum is required. When less than three weeks notice is given, a quorum shall consist of at least one-third of the eligible voting membership.

## **ARTICLE VI. AMENDMENTS**



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These By-Laws and the Rules and Regulations of the Hāli'imaile Community Garden may be amended at any Board of Directors meeting, when approved by a simple majority of a minimum quorum present.

## **ARTICLE VII. STANDING RULES**

- A. All checks shall be disbursed by the Treasurer. The Chairperson, or other persons authorized by the Board of Directors, will serve as a back up signatory on the bank account.
- B. All expenses, with the exception of routine payments for water usage, shall be pre-approved by the Board of Directors. Receipts shall be submitted for any reimbursement.
- C. An auditor appointed by the Chairperson may audit the accounts of HCG annually or whenever directed by a majority vote of the Board of Directors.