



**BYLAWS -**

**COMMUNITY GARDENS OF SANTA CLARITA**

**A NON-PROFIT 501(c)(3)**

**Organization Ratified 12/02/2012**

**(Amended 12/07/2014)**

**(Amended 12/06/2015)**

**(Amended 12/04/2016)**

**(Amended 12/08/2018)**

**(Amended 12/13/20)**

**(Amended 12/3/22)**



## **ARTICLE I - NAME AND LOCATION**

### **SECTION 1.01 NAME**

The name of this organization shall be the Community Gardens of Santa Clarita, hereinafter known as the Community Gardens of Santa Clarita, and referred to in these Bylaws as the Community Gardens.

### **SECTION 1.02 LOCATION**

The principal location of the Community Gardens is Central Park, 27150 Bouquet Canyon Road, Santa Clarita, CA 91350. The principal mailing address will be the current assigned PO Box 802573, Santa Clarita, CA 91380.

## **ARTICLE II - AFFILIATIONS**

The Community Gardens of Santa Clarita (Lessee), a non-profit organization, has entered into a License Agreement as of April 19, 2012 with the City of Santa Clarita (Lessor), a Municipal Corporation. The Licensed Area is to be used by the Community Gardens of Santa Clarita solely for the operation of a community garden on which residents of the Santa Clarita Valley are permitted to use designated plots of land for the cultivation of plants.

## **ARTICLE III - MISSION STATEMENT**

To create a community facility where individuals can come together to promote the benefits of locally grown, organic food that is environmentally friendly, sustainable, and cost effective and which delivers economic, health, and educational benefits to a wide array of residents in the Santa Clarita Valley.

## **ARTICLE IV - ORGANIZATIONAL POLICY**

The Community Gardens has been declared a non profit organization by the Internal Revenue Service, which classifies it as a Public Charity under Section 501(c)(3). No person otherwise qualified for membership shall be denied membership because of race, religion, sex, national origin, or political affiliation. Furthermore, nothing in this Article shall be construed as allowing the Community Gardens to engage in any activity forbidden under Section 501(c)(3) of the Internal Revenue Code.

## **ARTICLE V - MEMBERSHIP AND VOTING POWER**

### **SECTION 5.01 MEMBERSHIP**

Membership is open to all residents of the Santa Clarita Valley who have completed and signed a Plot Rental Application, Plot Rental Agreement, Rules and Regulations Acknowledgement, and volunteer to complete work hours as specified in the Rules and Regulations.

Annual Dues will be payable by the Annual Meeting in December accompanied by a completed and signed Plot Rental Agreement as well as a Rules and Regulations Acknowledgement, “IF” there have been changes.

Each membership will consist of one (1) plot, either a 10’ x 10’, 10’ x 20’ or a universal access box, per membership maximum.

*Membership in the Community Gardens’ Plots is classified as:*

- Active members; paying yearly dues or
- Honorary members - “Friends of the Garden” are defined as gardeners/community volunteers and donors responsible for contributions to make the gardens what they are today. These Friends will have free entry in perpetuity with no dues required.

5.01(a) Qualifications of Membership. All members in the Community Gardens shall be in the name of individuals (natural persons) and not groups, corporations, or other legal entities.

5.01(b) Age Requirement. All individual active members shall be 18 years of age or older.

5.01(c) Responsibilities of Membership. All active members in the Community Gardens shall acknowledge and abide by the Plot Rental Agreement and the Rules and Regulations at all times while membership is in force.

## **SECTION 5.02 - OFFICERS AND COMMITTEE CHAIRS**

### **Executive Council Officers**

The Executive Council Officers shall meet at the beginning of January each year to review the yearly schedule, budget, and appoint Committee Chairs.

*President -*

Plans and presides at all Council, General, and Annual Meetings. Represents the Council at Public Events or community meetings as needed. Works with Executive Board and Committees to plan meetings. Generally oversees the management of the Community Gardens including enforcement of the Plot Rental Agreement and the Rules and Regulations. Interfaces with City Officials. Oversees the activities and monitors the effectiveness of the Committee Chairs.

Upon completion of their term, the President becomes Immediate Past President and serves as an Advisory Member for future Council meetings for a period of one (1) year.

Oversees Garden Projects with the help and aid of the Vice President.

*Vice President -*

Presides at Council, General and Annual Meetings when President is not available. Represents the Council at public events or community meetings as needed. Oversees the activities and monitors the effectiveness of the Committee Chairs. Keeps track of individuals work hours and approves alternative work hours.

In the event the President is unable to carry out the duties of their position, the Vice President will assume responsibility.

*Secretary -*

Presides at Council, General, and Annual Meeting when Vice President and President are not available. Takes minutes of all Council Meetings. Emails minutes and Treasurer's report to all Garden Members within seven (7) days of Council Meeting. Prepares and sends all correspondence as directed by the Council. Receives all emails & PO Box mail and directs to appropriate Council Member or Committee Chair. Maintains communications with gardeners, e.g., notice of meetings. Writes "Thank You" letters to all donors. Oversees plot maintenance with other Officers and makes joint decisions on notices, terminations and releases.

*Treasurer -*

Presides at Council, General, Annual Meeting when President, Vice-President, and Secretary are not available. Deposits all funds. Writes checks as directed by the Council. Reconciles and monitors the annual budget. Prepares monthly Treasury Report and files all necessary tax forms. Advises Council on purchases exceeding \$500. Sends notices of payment due for gardening plots and keeps records of payments collected/amounts due in coordination with Plot Manager. Oversees plot maintenance with other Officers and makes joint decisions on notices, terminations and releases.

*Plot Management -*

Working with the Executive Council, assigns plots to new gardeners or gardeners wishing to change plots. Oversees plot maintenance with other Officers and makes joint decisions on notices, terminations and releases. Conducts tours, orientation, paperwork, and receives funds for Treasurer.

**SECTION 5.03 - NOMINATIONS AND ELECTIONS**

5.03(a) Term of Office. The term of office for each elected officer within this organization shall be one (1) year with the possibility of re-election.

5.03(b) Leaving Office Early. In the event that an Executive Council Member can not complete their term in office, the current Executive Council can appoint a garden member in good standing to the position. If the Executive Council President is unable to complete their term in office, the current Executive Council Vice President will take over as Executive Council President and a new Vice President will be appointed.

5.03(c) Eligibility for Office. President shall have served at least one (1) term as an Executive Council Member or Committee Chairperson. Treasurer shall have a basic knowledge of bookkeeping and an understanding of basic banking procedures-

5.03(d) Nominating Committee. The Nominating Chair shall be chosen from the current Executive Council Officers and/or Committee Chairs and three (3) gardeners by the President no later than July of each year.

5.03(e) Prospective Officers. The slate of prospective officers shall be presented by the Nominating Committee Chair at the third General Meeting, at which time nominations will also be made from the floor.

5.03(f) Elections. Elections shall be held at the Annual Meeting in December and new officers will begin January 1 of the following year.

5.03(g) Voting Power. Members shall have one (1) vote per paid plot. (10' x 10' = 1 vote, 10' x 20' = 1 vote, and universal access box = 1 vote)

5.03(h) Quorum. A quorum shall consist of two-thirds (2/3) of the attending members at the Annual Meeting.

## **ARTICLE VI - DISTRIBUTION OF PLOTS**

The Community Gardens shall consist of:

131 Garden Plots

Five (5) Universal access boxes.

One (1) 10' x 10' for groups/organizations.

One (1) 10' x 20' is designated for Outreach Committee.

## **ARTICLE VII - DUES AND FISCAL YEAR**

7.01(a) Dues. The Garden Council Executive Board shall collect annually \$50 for one (1) 10' x 10' and \$100.00 for (1) 10' x 20'. Universal Access Boxes do not consist of a fee. The annual plot fees shall be set on a 'per plot' basis and is subject to change at the Board's discretion. The plot fees will be used to maintain, repair, run and improve the garden, in addition to possibly funding the construction of addi-

tional sites within Santa Clarita, should the demand justify expansion and financial impact. Fundraisers will be held from time to time to raise additional funds to supplement rental income. Fees shall be subject to change.

7.01(b) Fiscal Year. The fiscal year shall be from January 1 through December 31.

## **ARTICLE VIII - MEETINGS**

8.1 Monthly Council Meetings. The Council Meetings are to be held once a month with time and location to be determined by the Garden Council Executive Board. The monthly meetings are held to discuss garden issues. The Council Secretary will email all plot owners the date, time and location of such meetings. Executive Council Officers and Committee Chairs will present monthly reports at each of the Council Meetings. If a Council Officer or Chairperson cannot attend, the report must be submitted to the Garden Council President two (2) days prior to the Council Meeting. Council Meetings are open to all Garden Members.

All Council decisions will be made by open vote. A quorum will consist of two-thirds (2/3) of attending members at the meeting. Any changes to the Rules and Regulations, Plot Rental Agreement or Application will be decided upon at an open Council Meeting.

8.2 General Meetings. General Meetings will be held three (3) times per year as determined by the Garden Council Executive Board.

8.3 Annual Meeting. The Annual Meeting will be held within the first two (2) weeks of December.

## **ARTICLE IX - FINANCES**

9.1 Audit. The Audit Committee will be appointed at the Annual Meeting in December. The Committee will consist of the President, Past-Treasurer (if available), new Treasurer, and one Garden Member. The President will ask for a volunteer from the general membership. The audit will take place no later than January 15 of each year.

9.2 Budget. A Committee composed of Executive Council Officers shall prepare a budget for the forthcoming fiscal year. The Budget shall be presented at the Annual Meeting in December.

Any non-budgeted "project" expenditures must be approved by the Executive Council Officers at a monthly Garden Council Meeting.

9.3 Insurance. Liability insurance is to be paid in accordance with set guidelines as set forth in the License Agreement with the City of Santa Clarita.

**ARTICLE X - ADOPTION OF BYLAWS**

These Bylaws may be adopted at a general or special meeting of the members by a two-thirds (2/3) majority of a quorum of members present at the meeting.

These Bylaws shall take effect immediately upon their adoption.

**ARTICLE XI - AMENDMENT OF BYLAWS**

The Bylaws may be amended at the Annual Meeting by two-thirds (2/3) vote of the members present and voting, unless stated otherwise in the Bylaws. Proposed amendments shall be submitted in writing to the general membership no less than thirty (30) days prior to the meeting at which the amendments shall be presented for a vote.

**ARTICLE XII - PARLIAMENTARY AUTHORITY**

The rules contained in Robert’s Rules of Order, Newly Revised, shall be used in all cases not covered under the Bylaws.

**ARTICLE XIII - DISSOLUTION**

Upon the dissolution or winding up of the Community Gardens, after paying or adequately providing for the debts and obligations thereof, any remaining assets shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986 (or any corresponding provisions of any previous or future United States Internal Revenue Law.)

**ARTICLE XIV - HOLD HARMLESS CLAUSE**

We the undersigned members of the Community Gardens of Santa Clarita hereby agree to hold harmless the City of Santa Clarita and Castaic Lake Water Agency from and against any damage, loss, liability, claim, demand, suit, cost and expense directly or indirectly resulting from, arising out of or in connection with the use of the Community Gardens of Santa Clarita by the Gardens’ members, its successors, assigns, agents and invites.

No Executive Council Officer shall be personally liable for the debts, liabilities, or obligations of this Public Charity.

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