

BYLAWS

of

THE WRANGELL COMMUNITY GARDEN

ARTICLE I

PURPOSES OF THE CORPORATION

Section 1. Name.

The Organization shall be known as The Wrangell Community Garden.

Section 2. Purpose.

The Wrangell Community Garden is organized:

1. to provide an opportunity for local residents to garden;
2. to beautify the community through the development of a community garden on a once un-used, vacant lot;
3. to create a tranquil space in Wrangell;
4. to provide a meeting place for neighbors;
5. to enhance residents' pride in their community and in their own ability to improve their local environment;
6. to provide therapeutic and educational gardening opportunities for local groups;
7. to manage and maintain a community resource.

Section 3. Property.

All property received by the Organization whether by gift, bequest, devise or otherwise, shall be used exclusively to promote, carry on and further the activities, objects and purposes set forth in Article 1, Section 2, above.

ARTICLE II

MEMBERS

Section 1. Admission to Membership.

Membership shall be open to all persons who have been assigned a plot in the Wrangell Community Garden and all past plot holders who are still active and express a wish to

remain members. Flower gardens, rock gardens, herb garden and compost plot attendees shall also be considered plot holders. All members of the Wrangell Community Garden must reside within the City and Borough of Wrangell.

Section 2. Voting Rights.

At any general membership meeting each member present in person or by proxy (one proxy per person, per issue, per meeting, in writing) shall be entitled to one vote. Upon request by any member, voting on any issue shall be by secret ballot. An current record of members entitled to vote shall be kept by the Record Keeper and shall be available at all membership meetings.

Section 3. Annual Meetings.

Beginning with the year 2010, the annual meeting of the Organization shall be held during March of each year at such date, time and place as the Garden Committee shall designate. Written notice of the time, date, and place of holding such annual meetings shall be given by email, first class mail, or in-person to each member, not less than ten days before each meeting.

Section 4. Regular Meetings.

Meetings of the members may be scheduled by the Garden Committee as needed. Written notice of the time, date, and place of such meetings shall be given to every member by email, first class mail, or in-person, not less than ten days before such meetings.

Section 5. Special Meetings.

Special meetings of the members may be held upon the call of any three (3) members of the Garden Committee or upon the call of one-tenth of the members. Written notice of the time, date, and place of such meetings shall be given to every member by email, first class mail, or in-person, not less than ten days before such meetings.

Section 6. Quorum, Adjournments of Meetings.

At all meetings of the members, one fourth (1/4) of the members entitled to vote, present in person or by proxy, shall constitute a quorum for the transaction of business. In the absence of a quorum, the members so present or represented shall adjourn the meeting.

Section 7. Action by Vote.

Except as indicated elsewhere in these bylaws, a majority of the votes cast in person or by proxy at any membership meeting, where a quorum is present, shall be sufficient to authorize any action of the members, and a plurality of the votes cast in person or by

proxy at any membership meeting where a quorum is present, shall be sufficient to elect Garden Committee members.

Section 8. Organization.

The Chairperson of the Garden Committee shall preside at all meetings of the members; the Record Keeper shall take minutes at all meetings of the members.

ARTICLE III

GARDEN COMMITTEE

Section 1. Number, Qualifications, Election and Term of Office.

The Garden Committee shall consist of seven (7) members. The Garden Committee members shall be elected for a two-year term (except for the 2010 election where one-half of the Garden Committee members shall be elected for one year -- selected by drawing lots -- in order to arrive at a staggered election process, with one-half of the Garden Committee up for election each year) and shall continue in office until his/her successor shall have been elected or until his/her death, resignation, or removal. Any Garden Committee member may be removed, with cause, at a general membership meeting specially called for that purpose, by a vote of two-thirds of all responding general membership. Garden Committee Membership shall be limited to two consecutive two-year terms. A Garden Committee member may, however, petition to run for additional terms. A waiver of the term limit may be granted by unanimous secret balloting of the remaining Garden Committee members. This vote shall be taken prior to the Annual Meeting. Each Garden Committee member must attend Garden Committee meetings. Upon missing three consecutive Garden Committee meetings the absent Garden Committee member will be considered inactive and will be removed from office. After missing any three meetings in any fiscal year the Garden Committee member may be removed from office by a majority vote of the remaining Garden Committee members.

Section 2. Vacancies.

In the case of any vacancy in the Garden Committee from any cause, including the death, resignation, or removal of any member or the authorization of an increase in the number of committee members, a new member must be elected to fill such a vacancy by the Garden Committee.

Section 3. Powers and Duties.

The Garden Committee shall have general power to manage and control the affairs and property of the Garden and shall have full power, by majority vote, to adopt rules and

regulations governing the action of the Garden Committee and shall have full and complete authority with respect to the distribution and payment of the moneys received by the Garden from time to time; except that the fundamental and basic purposes of the Garden, as expressed in the certificate of incorporation, shall not thereby be amended or changed, and except further that the Garden Committee shall not permit any part of the net earnings or capital to inure to the benefit of any member or other private individual.

Section 4. Regular Meetings.

Regular meetings of the Garden Committee may be held at such place and time as the Garden Committee may determine. Copies of all Organizational documents of the Wrangell Community Garden shall be provided to all Garden Committee Members at the first meeting following the Annual Meeting, which shall be scheduled in the Spring.

Section 5. Special Meetings; Notice.

Special meetings of the Garden Committee may be held at any time and place upon the call of any two Garden Committee members. Notice of the time, place and purpose of every special meeting of the Garden Committee shall be given to each Garden Committee member in person, by mail, or by telephone, at least three (3) days before the meeting.

Section 6. Quorum.

Four (4) Garden Committee members shall constitute a quorum for the transaction of business.

Section 7. Action of the Garden Committee.

Except as indicated elsewhere in these bylaws, a majority of the votes cast at any Garden Committee meeting, where a quorum is present, shall be sufficient to authorize any action of the Garden Committee provided that the purchase, sale, mortgage, or lease of real property shall be authorized by a two-thirds vote of the entire Garden Committee. The Garden Committee shall act only as a body and the individual members shall have no power as such nor shall they be held responsible individually for the Garden Committee's actions.

Section 8. Action Without Meeting; Presence at Meetings.

Any action required or permitted to be taken by the Garden Committee or subcommittee of the Garden Committee may be taken without a meeting of all members of the Garden Committee or subcommittee of the Garden Committee with consent in writing to the adoption of a resolution authorizing the action. Such unanimous consent shall be filed with the minutes of the next Garden Committee meeting.

Section 9. Organization.

The Chairperson shall preside at all meetings of the Garden Committee or, in the absence of the Chairperson, the Vice Chair shall be designated by the Garden Committee to preside for that meeting,

Section 10. Annual Report of Directors.

At the annual general membership meeting the Garden Committee shall present a report showing in appropriate detail the following:

1. the assets and liabilities, including the trust funds, of the Wrangell Community Garden as of the end of a twelve-month fiscal period terminating not more than six months prior to said meeting;
2. the principal changes in assets and liabilities, including trust funds, during said fiscal period;
3. the revenues or receipts of the Garden, both unrestricted and restricted to particular purposes, during said fiscal period;
4. the expenses or disbursements of the Garden, for both general and restricted purposes, during said fiscal period;
5. the number of members of the Garden as of the date of the report, together with a statement of increase or decrease in such number during said fiscal period, and a statement of the place where the names of the current members may be found.

The annual report of the Garden Committee shall be filed with the records of the Garden and either a copy or any abstract thereof entered in the minutes of the proceedings of the annual Garden membership meeting.

Section 11. Subcommittees.

The Garden Committee, by vote of the majority of the entire garden Committee, may designate from its members subcommittees, each consisting of three (3) or more Garden Committee members. Each such subcommittee shall serve at the pleasure of the Garden Committee, and to the extent provided by the Garden Committee, may exercise all the powers of the Garden Committee except as specifically provided by the law.

ARTICLE IV

OFFICERS

Section 1. Number and Qualifications.

The officers of the Garden Committee shall be four (4): a Chairperson, a Vice Chair, a Secretary, and a Treasurer. No instrument required to be signed by more than one officer may be signed by one person in more than one capacity. Any two or more offices may be held by the same person, except the offices of President and Secretary.

Section 2. Election and Term of Office.

At the first garden Committee meeting after the annual general membership meeting the Garden Committee shall elect a Chairperson, a Vice Chair, a Secretary, and a Treasurer. Each is to serve for one year and these elected officers will form the Executive Committee within the Garden Committee. Officers of the Garden Committee must be members of the organization and must maintain their membership throughout the duration of their service term.

Section 3. Removal; Resignation.

Any officer of the Garden Committee may be removed, with cause, by a vote of two-thirds (2/3) of the Garden Committee members present at a special meeting called for that purpose. (See Article III, Section 5). Any officer of the Garden Committee may resign at any time by giving written notice to the Garden Committee. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 4. Vacancies.

In case of any vacancy in any office from any cause, including the death, resignation, or removal of any officer or the authorization of a new office, a new officer must be elected, to fill such a vacancy, by the Garden Committee. Such new officers, elected to fill a vacancy, shall be elected for the unexpired term of their predecessor in office.

Section 5. Chairperson: Powers and Duties.

The annual Chairperson shall preside at all Garden Committee meetings; shall keep the Garden Committee members fully informed and freely consult with them; shall be kept informed concerning the activities of all members of the Garden Committee; shall be responsible for the monthly meeting agenda; shall be responsible for acting as a facilitator and mediator in any discussion, disagreement, or problem; shall act as a coordinator at any event or project in the Garden; shall serve as a signatory for bank accounts and depositories; shall serve as a figurehead and representative for the Garden; shall perform such other duties as assigned by the Garden Committee.

Section 6. Vice Chairperson: Powers and Duties.

The Vice Chairperson shall assume the duties of the Chairperson, in the absence of the Chairperson.

Section 7. Secretary: Powers and Duties.

The Secretary shall maintain a central file of all of the records of the Garden (letters, membership lists, insurance forms, minutes, etc.) for his/her term of office; shall serve as a signatory for bank accounts and depositories; shall take minutes for all meetings during his/her designated term; shall be responsible for the minutes and correspondence of any type for the committee. Additionally, the Secretary shall create and maintain, in the central file, all of the records of the Garden Committee, all attendance records, agendas, minutes, correspondences, and records. This central file will be easily attainable at all times for review by the Garden Committee, the Executive Committee, or any subcommittee.

Section 8. Treasurer: Powers and Duties.

The Treasurer shall have the custody of all funds and securities of the Garden that may come into his/her hands; shall serve as a signatory for bank accounts and depositories; shall keep or cause to be kept, full and accurate accounts of receipts and disbursements of the Garden; shall deposit all money and other valuable effects of the Garden in the name and to the credit of the Garden in such banks or depositories as the Garden Committee may designate. The treasurer will control the distribution and collection of all funds for the garden and will submit the records to an annual audit before each annual meeting. Whenever required by the Garden Committee, the treasurer shall at all reasonable times exhibit books and accounts to any members of the Garden, shall render statements of the condition of the finances of the Garden at meetings of the Garden Committee, and shall perform all duties incident to the position of treasurer, subject to the control of the Garden Committee.

ARTICLE V

COMPENSATION

No member of the Garden shall receive any money from the Garden or any pecuniary profit from the operations thereof, except for expenses incurred in the performance of services.

ARTICLE VI

CONTRACTS, CHECKS, BANK ACCOUNTS AND INVESTMENTS

Section 1. Checks, Notes and Contracts.

The Garden Committee is authorized to select such depositories as it shall deem proper for the funds of the Garden and shall determine who shall be authorized in the Garden's behalf to sign bills, notes, receipts, acceptances, endorsements, checks, releases, contracts, and documents. Authorized signatories for check signing purposes will be the four officers serving for the garden year. All checks of the Garden must be signed by two of the seven board members. No two signatories shall be of the same household. In the event that two Garden Committee officers are of the same household - an alternate Garden Committee member shall serve as bank signatory in the place of one of the two officers sharing the same household. The replacement signatory will be selected and approved by the Garden Committee members.

Any payments over \$100 requires board approval. Single payments under, and up to \$100, can be approved by two officers, one of which shall be the Treasurer. Board consent by email shall be an acceptable form of approval communication.

Section 2. Investments.

The funds of the Garden may be retained in whole or in part in cash or be invested and reinvested from time to time in such property, real, personal or otherwise, or stocks, bonds or other securities, as the Garden Committee in its discretion may deem desirable.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 1. Organization Seal.

The seal of the Garden shall be _____ and shall bear the name of the Garden and words and figures showing that it was formed in the State of Alaska and the year of formation.

Section 2. Fiscal Year.

The fiscal year of the Garden shall be determined by the Garden Committee.

Section 3. Reimbursements.

Any reimbursements and approved project expenditures must be turned in by the end of the incurring fiscal year or by the Annual Spring Meeting. Any projects and project budgets not completed by the Annual Spring Meeting must be resubmitted to the new Garden Committee for re-approval.

Section 4. Indemnification.

The Garden may, to the fullest extent now or hereafter permitted by law, indemnify any person made, or threatened to be made, a party to any action or proceeding by reason of the fact that (s)he, his/her testator or in testate was a director, officer, employee or agent of the Garden, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorney's fees.

Section 5. Amendments.

These bylaws may be amended by the vote of two-thirds (2/3) of the Garden Committee or by a majority of the members of the Garden (see Article III, Section 5, Special Meetings: Notice). Members shall be notified within thirty (30) days of amendments.