

BY-LAWS OF THE SOUTHFIELD FOOD CO-OP

(As amended November, 2016)

ARTICLE 1 NAME AND PURPOSE

SECTION A NAME

The name of this co-operative buying club has been and shall remain the Southfield Food Co-op, hereafter referred to as the Co-op, or the organization.

SECTION B PURPOSE

The Southfield Food Co-op is an informal association of individuals and families who buy food together for their own use. Members share in the work and expenses of the group. The organization is a convenience for purchasing together, in order to provide economic benefits to the members by obtaining good quality, healthful foods and other items and services at reasonable prices. The Co-op does not “sell to” its members, but rather “buys for” them. The Co-op does not accumulate any money above what is needed to cover expenses.

SECTION C STATEMENT OF PRINCIPLES

The Southfield Food Co-op is not to be religious or political in nature and is to operate as a people-oriented organization acting within the legal limitations of the city of Southfield, the State of Michigan and the By-laws of the Southfield Food Co-op in a manner consistent with accepted co-operative principles, which are:

1. Open membership
2. Democratic control
3. Promotion of education
4. Political and religious neutrality
5. Cash trading – no credit
6. Active cooperation with other co-operatives
7. Non-profit

ARTICLE 2 MEMBERSHIP

SECTION A ADMISSION OF MEMBERS

- (1) Pursuant to the process provided in these by-laws, individuals and families who are in support of the objectives and principles of this organization may have membership. Family membership is considered a single membership with a single monthly work obligation and a single vote. No member may vote by proxy.

- (2) Any person wishing to join the co-op who is unable to participate in the monthly work assignment may join the co-op provided that he or she agrees to pay the current yearly membership fee and incur a 5% additional fee on their UNFI orders until they have reached \$50 total for the year..
- (3) The Board of Directors has the power and responsibility to place a cap on the Membership roll of the co-op, if and when this is deemed necessary in order to ease the burden on working members and taking into consideration space available in which to hold meetings and other activities.

SECTION B RESPONSIBILITIES OF MEMBERSHIP

- (1) Members must supply the co-op with the following information:

Name
Address
Phone # or #'s where they can be reached in daytime

- (2) Members must pay any membership fees, subscription fees (for supplier price lists and publications), or mark-ups to cover co-op expenses as shall be deemed necessary for the continued functioning of the co-op by the Board of Directors.
- (3) Members shall fulfill work requirements of one (1) work assignment per month which shall be at least 3-4 hours in length. This assignment can be carried out at the place of distribution or other assignment agreed to by the member in question and the Board of Directors. Special consideration will be given in case of illness or other extenuating circumstances. Members shall not be required to fill a work assignment for any month when they did not purchase any items thru the Co-op.
- (4) Members shall promptly pick up and pay for any items ordered each month by them. If member finds it impossible to attend any monthly distribution meeting, it is said member's responsibility to make prompt arrangements for some other person to pick up and pay for the order.

SECTION C RIGHTS AND DUTIES OF MEMBERS

- (1) The membership has the power and responsibility to elect the Board of Directors.
- (2) The membership has the right to amend these by-laws of the co-op as herein specified.
- (3) The membership has the right and responsibility to make suggestions and recommendations to the Board of Directors as to the functioning and procedures of the Co-op.

- (4) The membership has the right to reverse the decisions of the Board of Directors, if the need arises, by a 2/3 vote of those present at any meeting, subject to the same rule of quorum as is required for yearly membership meetings in these bylaws.

SECTION D RESIGNING MEMBERSHIP IN THE CO-OP

Any member may resign from the Co-op by submitting this intent to the Board of Directors either in writing or in person. This is advisable in order to avoid continued calls and letters from the Co-op. Any member resigning forfeits all dues and fees paid and rebates to which said member may be entitled.

SECTION E REMOVAL OF MEMBER FROM THE CO-OP

- (1) Any member may be removed from the Co-op if his or her conduct disrupts or is detrimental to the Co-op or subverts the principles of the organization.
- (2) A member may be removed from the Co-op for failing to fulfill work obligations, failing to pay for items ordered or failing to pay yearly subscription fees in a timely fashion.
- (3) A member will automatically be put on inactive status with prior notification by mail to last known address, and removed from the membership rolls until they request active status or the end of the member year, if he or she does not in some way participate in the ordering or work assignment or functioning of the Co-op for a period of 6 consecutive distribution meetings.
- (4) Removal from the Co-op does not relieve a member from any financial obligation to the Co-op which was incurred before removal. Any member removed from the Co-op forfeits any dues and fees paid and any rebates to which said member may be entitled.

SECTION F RECOURSE OF MEMBER TO REMOVAL

Any member whose removal has been proposed and agreed to by a 2/3 vote of the complete Board of Directors is entitled to a personal hearing before the Board of Directors, but without the right of outside representation.

ARTICLE 3 BOARD OF DIRECTORS

SECTION A COMPOSITION

The Board of Directors of the Southfield Food Co-op shall consist of a minimum of 5 members and a maximum of 10 in the following positions:

Co-ordinator
Assistant Co-ordinator(optional)
Financial Secretary
Recording Secretary
Director at Large Director at Large
Director at Large Director at Large
Director at Large Director at Large

SECTION B ELECTION

The Board of Directors shall be elected by the membership at large at the annual business meeting by a simple majority of those members present, subject to the rule of quorum as provided in these by-laws.

SECTION C TERM IN OFFICE

All officers shall serve a term of one year until the next annual business meeting of the organization.

SECTION D VACANCY ON THE BOARD OF DIRECTORS

A vacancy on the Board of Directors caused by any reason shall be filled by appointment of the Co-ordinator, subject to the approval of the remaining directors. Directors appointed to fill such a vacancy shall serve for the unexpired term of office of the person whose position has been vacated. In the case of the office of Co-ordinator being vacant, the remaining Board of Directors shall assume his duties and responsibilities among them until such time as the members at large shall be next assembled (at a special meeting called by the Board of Directors for this purpose or at the next food distribution meeting). At this meeting of members, a two-thirds majority vote of all members present and voting can elect a new Coordinator.

SECTION E REMOVAL FROM BOARD OF DIRECTORS

A Director who does not support the objectives and principles of this organization and or the terms of the limitations of these by-laws is subject to removal from the Board of Directors after notification of intent of the Board to remove said Director and a review with the Board of Directors of the reasons and causes of such intent at a special meeting of the Board. Removal is by an affirmative vote of the majority of the Directors present and voting. A Director can also be removed for non-performance of duty.

SECTION F DUTIES OF DIRECTORS

The Board of Directors shall have general management over affairs, funds, and records of the Co-op and shall take all measures necessary for the best interests of the Co-op not within the jurisdiction of the general membership and not inconsistent with the statutes of the

State of Michigan and the City of Southfield or with these By-laws. The Directors shall have the following powers and duties:

- (1) To establish the mark-up policy on all items offered to members of the Co-op in accordance with the stated purposes of the Co-op.
- (2) To co-ordinate member work assignments.
- (3) To direct the packaging, sorting, weighing, assembly and distribution of orders on pick-up day.
- (4) To make all arrangements necessary for facilities for business meetings and pickup sights.
- (5) To make all arrangements for trucking and delivery from suppliers.
- (6) To buy and maintain and store all equipment and supplies necessary for the business and functioning of the Co-op.
- (7) To establish delivery and pick-up times and schedules.
- (8) To notify all members of delivery sites and times and changes in schedules.
- (9) To collect, compile and submit all member orders to suppliers.
- (10) To collect subscription fees from members and submit all orders and fees to suppliers.
- (11) To supply members with detailed invoices of purchases.
- (12) To keep and update a roster of Co-op members and distribute copies of said list to members so that they can correspond with each other to trade information and to share bulk orders.
- (13) To order, price, display, store and in general co-ordinate the sale of foods and etc., on the surplus table.
- (14) To keep members informed as to nutrition news, use of natural foods and other information and news as is consistent with Co-op by-laws and purposes.
- (15) To collect all monies paid by members for foods and services and credit same to appropriate accounts.
- (16) To pay or have paid all invoices and monies due to suppliers.

- (17) To set up and maintain such records as may be necessary for financial control of the business of the Co-op and compliance with all state and federal tax laws.
- (18) To take care of all banking needs and disbursements.
- (19) To keep accurate and complete minutes of each yearly membership meeting, and to submit said minutes for review at the following yearly meeting.

SECTION G COMPENSATION

No officer or board member of the Southfield Food Co-op shall receive any compensation, beyond work credit, for services on the Board of Directors.

ARTICLE 4 MEETINGS

SECTION A ANNUAL MEMBERSHIP BUSINESS MEETING

- (1) An annual Membership Business Meeting shall be held in the fall of each year, at whatever date and time as shall be convenient for the most members, to be determined by the Board of Directors. Every member shall be notified of said meeting, either in writing or in person or by telephone.
- (2) The order of business for such membership meeting shall be:
 - Roll Call
 - Reading and approval of minutes of previous year's meeting by Recording Secretary with such corrections as may be necessary
 - Report on the state of the Co-op from the Board of Directors
 - Report of the Treasurer
 - Election of next year's Board of Directors
 - Other business as may be submitted by the Board or members
- (3) No less than 1/3 of the total current membership of the Co-op shall constitute a QUORUM at the Annual Business Meeting. If no quorum is present, an adjournment shall be taken to a future date, provided that said meeting is held before the end of the month of November.

SECTION B SPECIAL MEMBERSHIP MEETINGS

Upon written request of 1/3 of the current members of this organization, or whenever deemed necessary by the Board of Directors, special meetings may be called.

SECTION C BOARD OF DIRECTORS MEETINGS

The Board of Directors, or any part thereof, may meet whenever it is deemed necessary to properly conduct the business of the Co-op.

ARTICLE 5 LIMITATIONS OF LIABILITY

No Director or officer may borrow from this Co-op nor may he or she, for personal reason, endorse, co-sign or guarantee in any manner that may obligate or indenture this organization. No director or officer may be held liable for any debts, liabilities or legal acts against this Co-op.

ARTICLE 6 DISSOLUTION OF CO-OP

In the event that the Southfield Food Co-op should become inactive to the point of dissolution, the following steps will be taken:

- a. Notification to all members.
- b. Notification to all suppliers.
- c. After all financial obligations due and or payable have been satisfied and the physical properties of the Co-op have been disposed of, all remaining funds will be turned over to the Dunham Ray post of Veterans of Foreign Wars, 24222 West Nine Mile Road, Southfield, Michigan. (Note: The Dunham Ray Post of the Veterans of Foreign Wars has provided the Co-op with free accommodation for many years.)
- d. In the event that the Dunham Ray Post of the Veterans of Foreign Wars is no longer in existence at the time of dissolution of the Co-op, all remaining funds shall be given to a charity to be chosen by a 2/3 vote of all members remaining at the time of dissolution.

ARTICLE 7 DISTRIBUTION OF PATRONAGE REBATES

Any patronage rebate from suppliers shall be retained in the Co-op general fund to help cover expenses. Any other inadvertent accumulations of monies by the Co-op above and beyond operating capital shall be used to purchase new or replacement equipment, as deemed necessary by the Board of Directors.

ARTICLE 8 AMENDMENT OF THESE BY-LAWS

An amendment of these By-Laws may be proposed at any yearly membership business meeting by any member. The proposed language must be distributed to the membership a minimum of 2 weeks prior to the yearly membership business meeting. The amendment

may be passed by a simple majority vote of those present and voting, subject to the rule of quorum as herein stated.
