**SITE RULES SUNSHINE COMMUNITY GARDENS**

May 2017 - FINAL

Sunshine Community Gardens is a program[[1]](#footnote-1) of Community Garden Initiative of Central Texas and is located on the grounds of the Texas School for the Blind and Visually Impaired. We have an obligation to TSBVI, our fellow members, and the community to remain active gardeners as described in these Site Rules.

I. PLOTS

A full plot measures 20’ X 20’, a half plot measures 20’ X 10’, and a quarter plot measures 10’ X 10’. The location of each plot is specified in the plot membership contract and on the site map.

The Board may limit the number of plots or total square footage a member may be assigned. In no event may a member be assigned more than 1 full plot or a total of 400 square feet. Members with previously assigned plots will not be affected by any reduction in the maximum number of plots or square footage a member may be assigned.

[See Interpretation of this paragraph in rule appendix.](#Appendix)

The first name to appear on the member’s contract is considered the “Primary Member.” All members on the contract are collectively and severally bound by the contract. Members agree that the first name on the contract is the designated contact for all business correspondence from the garden.

* 1. MEMBERSHIP

Membership in the garden is defined in the By-Laws, Article 3.

* + 1. Membership Fees
1. Annual membership fees are as follows:
Full Plot: $90.00
Half Plot: $45.00
Quarter Plot: $35.00

Initial fees for new gardeners are payable on a seasonal basis at one-half the annual fee plus up to a $5.00 administrative fee. Renewal fees are to be paid annually by February 1. The treasurer may permit payment in installments when appropriate to a gardener’s specific circumstances.

b. Fees not paid may result in the termination of membership.

c. A statement will be sent to the member by January 15.

* + 1. Initial Plot Assignment Fees
			1. Plot Clean-up Fee.
			Full plot clean-up fee: $30.00
			Half plot clean-up fee: $20.00
			Quarter plot clean-up fee: $15.00
			2. Tool Co-op Fee: $20.00. This is a non-refundable charge except for new gardeners who withdraw within 30 days.
		2. Withdrawal

If a member voluntarily withdraws from the garden, fees are refundable as follows. The member must provide a current mailing address in the Withdrawal Form or other written notice of withdrawal.

1. Tool Co-op Fee: Refundable to new members who withdraw within 30 days.
2. Plot Clean-up Fee: Refundable if member submits a Withdrawal Form and the plot is cleared and left in good condition for reassignment. These conditions must be met within the term of the member’s contract.
3. Plot Fee: Refundable in accordance with the following schedule to members who pay on an annual basis and not contingent on clearing the plot:

75% if gardener withdraws from garden before May 1 (3 months);

50% if before Aug 1 (6 months); and

25% if before Nov 1 (9 months)

* + 1. Returned check fee: $30.00
		2. Members who need to withdraw temporarily because of special circumstances may request to be put on waiting list and receive special priority in being assigned a plot when want to return to membership. The plot must be cleared and in good condition for reassignment.
	1. SERVICE HOURS
		1. Full plots: 8 hours per six-month season. Half plots: 4 hours per six-month season. Quarter plots: 4 hours per six-month season. Unworked service hours are billed at $30 per hour for first two hours, $10 per hour for subsequent hours.
		2. For each plot, regardless of size, one additional hour each season is due in service to the member-ship between Sunshine Community Gardens and TSBVI. A $50.00 fee will be assessed for this hour of unworked service.
		3. While the garden seasons run from Feb. 1 to July 31 and Aug. 1 to Jan. 31, service hour periods run from Jan. 1 through June 30 and July 1 through Dec. 31. This is to simplify billing.
		4. It is the responsibility of the member to record service hours in the notebook or Virtual Green Binder online prior to the end of the last day of the seasons ending on Dec. 31 and June 30.
		5. Service hours are not transferable from season to season nor among members.
		6. Not all service hours require physical labor. Please contact a member of the Board for more information.
		7. Maintenance of common pathways, pathways between adjacent plots, and common areas constitutes service hours.
		8. For the Fall 2015 and Spring 2016 seasons, the Board may pilot test options for addressing issues related to gardeners’ failure to timely work or record some or all of their Service Hours. The options shall include assessment of a penalty for failure to timely work or record Service Hours. As part of the pilots, the Board may waive requirements relating to when Service Hours are worked or recorded. This subsection expires August 31, 2016.
	2. NEW MEMBERS
		1. New members must complete the following in the first thirty days of membership or their membership will be terminated:
			1. Clear plot of all plant material other than healthy herbs, perennials or vegetables and prepared for future planting.
			2. Complete and record their first (1st) service hour within 30 days of membership.
		2. New members must complete and record their second (2nd) service hour within 60 days of membership and the balance of their required service hours by June 30 or December 31 or their membership will be terminated.
		3. New members may count as service hours the clearing of plots that were not cleared by the previous member to the extent of one-half of the total service hours required.
	3. PLOT COMPLIANCE
		1. Plot compliance includes:
			1. Vegetables and/or fruits harvested regularly.
			2. Plots not overrun with weeds, especially bindweed, Johnson grass, and Bermuda grass.
			3. Plants at the end of their productive life removed.
			4. Two feet beyond the surrounding border of each plot into paths and common area maintained.
			5. One-foot strip inside plot along common borders with adjoining plots kept free of weeds (Bermuda grass, bindweed, etc.).
		2. Members are expected to garden at all times of the year. Any exceptions must have Board approval. Gardens are not to be left neglected/unattended (unwatered and/or overrun with weeds) for more than two weeks without prior notice and/or arrangements with the Zone Coordinator or Board member.
		3. Plots shall be monitored regularly by the Zone Coordinators for compliance to the Site Rules. An email, phone call, or personal contact shall be made to the member acknowledging the evidence of non-compliance and seeking a plan for compliance.
		4. Procedure when a plot is out of compliance:
	4. Determination
	Two Zone Coordinators will agree on non-compliance and will notify the Vice-President of the Board.
	5. Official Notice
	The Vice-President will notify the Board of Directors. The President will send official notice of non-compliance in accordance with the notification requirements of Section I.G. of these rules. The email sent date or receipt/certificate of mailing will be the conclusive proof of the date of notice/mailing.
	6. Grace Period
	A member shall have 21 days from the date of mailing of the Official Non-compliance Notice to bring the plot into compliance. Non-compliance at the end of the 21-day period will result in the termination of membership. The President and the Zone Coordinator shall determine if the plot has been brought into compliance or the membership is terminated.
	7. Termination of Membership
	If the plot is not in compliance at the end of the 21-day Grace Period, the plot will be available for reassignment to another member. Any produce, plants, equipment, tools or other items left on the plot or common area shall be considered abandoned. If the plot is subject to renewal during this process, a renewal statement will not be sent to the member until the compliance issue is resolved. If the plot is returned to compliance, the due date for the renewal fee will be adjusted.
	8. Repeated Non-compliance
	Repeated documented instances of non-compliance (defined as either two documented instances in one season or one documented instance in three consecutive seasons) will be grounds for termination of membership.
	9. RULES
		1. Sunshine Community Gardens’ collective space is divided into individual plots with shared borders, which require being considerate of neighboring gardeners. Vegetables and ornamentals, including their trellises or similar supporting structures, should not be planted/placed so close to plot boundaries that:
1. The plants cannot be cultivated or harvested without entering a neighboring plot,
2. A plant or structure casts excessive shade on a neighboring plot, or
3. A plant or structure otherwise encroaches on a neighboring plot.
	* 1. No trees, large cacti or illegal plants may be planted. \*
		2. Smoking, chewing tobacco, and e-cigarettes are prohibited. Tobacco carries the mosaic virus which is deadly to some plants. \*
		3. No permanent structures should be placed on the plot. Temporary structures should not shade a neighbor’s plot. \*
		4. The entire garden including common areas and plots are to be kept free of litter including boxes, cans, buckets, baskets, and containers of any kind not in actual usage as part of the gardening activity. \*
		5. Plots may not encroach on paths identified and laid out as common paths by the board. Paths (other than common paths) between adjacent plots sharing a border shall be arranged by the gardeners of the two plots by mutual consent.
		6. Only organic soil amendments, nutrients, and pest controls are used in the garden. When in doubt about a product or method, check with a Zone Coordinator or Board member.
		7. Hoses in use on the site belong to the members, not the garden. Repairs and replacements are the responsibility of the members using them.
		8. The use of chemically treated wood is not allowed. These products contain toxic substances that may leach into the soil.
		9. Tools and wheelbarrows should be used only for the purpose for which they were intended and should be returned clean to their proper place in the tool shed. Only members are allowed to use power tools. Members should use equipment in a responsible manner and report any mechanical problems.
		10. Unattended watering is not allowed with the exception of soaker hoses. Soaker hoses may be left on unattended for no more than 3 hours during the daylight hours only at low pressure. Irrigation systems must be maintained in good repair. Hand watering should take into account wind and temperatures to ensure as little waste as possible. No water timers or sprinklers are allowed.
		11. Pets must be restrained on leashes at all times. Pet owners must clean up after their pets.
		12. Cars may not be left idling while at the garden.
		13. Each member is responsible for disposal of trash. Do not place any trash in common areas, roadways, or in plots. Only organic, compostable material is to be placed in the composting area. No trash from off the property may be placed in the dumpster. Khaki weed should be placed in the dumpster. All other weeds should be placed on the designated pile in the compost area.
		14. NO ALCOHOL OR ILLEGAL SUBSTANCES MAY BE CONSUMED ON THE ENTIRE SITE. \*
		15. In order to maintain a non-profit status, no member may:
			1. Sell whatever he or she grows at Sunshine Community Gardens.
			2. Use the office trailer or building at Sunshine Community Gardens in conjunction with for-profit sale of produce or flowers.
			3. Use any materials or property, other than those agreed to in the member contract, donated to or purchased with funds from Sunshine Community Gardens or Garden or Community Garden Initiative of Central Texas in conjunction with for-profit sale of produce or flowers.
		16. This is a community garden. Other members are our neighbors. There should be no harassment, threats, verbal abuse or acts of violence by any person against any other person. Such acts should be reported to the Board. If necessary, proper authorities will be called. Any person committing such acts may have their membership terminated.
	1. GARDENER CONTACT INFORMATION

Gardeners are responsible for maintaining their current email and physical address on file with Sunshine Community Gardens and are encouraged to use the change of address form on website.

* 1. GARDENER NOTIFICATION

Any notice required by these rules may be sent by email to email address on file. Official notification of nonpayment of dues, plot non-compliance or other item relating to termination of membership may be given by email to address on file with a request that gardener acknowledge receipt within seven calendar days. If acknowledgement is not received, notice shall be re-sent by certified mail or regular mail with certificate of mailing to address on file.

* 1. SECONDARY GARDENER’S OPTION TO BE ASSIGNED A PLOT

If a primary gardener on a plot voluntarily withdraws, a secondary gardener on the plot shall have a first option to be assigned the plot if:

1. The secondary gardener signed the membership contract as a secondary gardener at least six months before the withdrawal effective date,
2. The plot is cleared of weeds and crops past their prime and in good condition for reassignment (i.e., primary gardener is eligible for a clean-up fee refund), and
3. The Board approves the secondary gardener’s request to be the primary gardener.

To exercise this option, the secondary gardener must notify the plot assignment coordinator by the withdrawal effective date, sign a new membership contract as primary gardener, and pay the same fees as a new gardener (membership fee, tool co-op fee and plot clean-up fee). The only way for a secondary gardener on a plot to become the primary gardener is through this process.

II. COMMON AREAS

A common area is any area of the garden not assigned to a member or for use as the Micah 6 garden. This includes the trailer, the tool shed, and the greenhouses. All members are responsible for the maintenance of these areas.

III. ROADS

Do not drive around barriers blocking the roads. Do not drive on the roads when they are wet. Do not drive into another person’s garden. Do not put plants or other items in the road. Do not park in the road.

THE SPEED LIMIT IS 3 MPH, PRIMARILY FOR SAFETY, BUT ALSO TO KEEP THE DUST DOWN. [[2]](#footnote-2)

IV. PARKING

Park only in the front parking area or your common area. On weekends there are parking spaces on Sunshine and 49th Streets. If you need to unload a heavy load from your vehicle parked in the road, do so quickly and move the vehicle to a designated parking area.

V. SAFETY AND SECURITY

* 1. Observe the speed limit set out above.
	2. If you garden after dark or predawn, the gate should be locked, and you could be questioned by the police at these times.
	3. The tool shed, gate, and trailer are to remain locked from sundown to sunrise.
	4. Do not leave the combination locks hanging open or with the combination exposed.
	5. All children under 12 must be under adult supervision at all times and are not allowed in the tool shed.
	6. NEITHER THE TEXAS SCHOOL FOR THE BLIND AND VISUALLY IMPAIRED, NOR THE BOARD OF DIRECTORS OF COMMUNITY GARDEN INITIATIVE OF CENTRAL TEXAS ARE RESPONSIBLE FOR ANY INJURY OR PROPERTY DAMAGE INCURRED BY A PERSON OR FOR THE THEFT, LOSS, DAMAGE OR DESTRUCTION OF PERSONAL PROPERTY. \*

VI. WAIVER

To avoid a significant hardship for an individual gardener, the board, by a two-thirds vote, may waive a site rule provision. The board may condition the waiver on the gardener’s agreement to fulfill certain obligations. In granting a waiver, the board should consider, at a minimum, the extent of the hardship to the gardener, fairness to other gardeners, financial impact on Sunshine, alternate ways for the gardener to satisfy provision being waived, and Sunshine’s purpose as a 501(c)(3) tax-exempt organization.

VII. AMENDMENTS

As provided by Article 12 of the Bylaws of the Community Garden Initiative of Central Texas, changes to these Site Rules shall be adopted and become effective as set by the Board but subject to ratification by the Membership of the Sunshine Community Gardens site at its next meeting.

VIII. ACTIVE GARDENING PILOT

Sunshine Community Gardens fulfills its purpose of providing “opportunities for the public to engage in organic gardening” only when its members actively garden their assigned plot(s) to produce vegetable and/or ornamental crops. Currently, it is possible to maintain a plot in compliance with site rules without actively gardening the plot, but doing so is not consistent with the purpose of Sunshine Community Gardens. To evaluate the effectiveness of amending the site rules to require active gardening of plots, the board shall pilot test requiring members to actively garden their plot(s) and a process for enforcing this requirement, up to and including termination of membership, for failure to actively garden plot(s). The term of the pilot period is defined as the Fall 2016, Spring 2017 and Fall 2017 seasons. For purposes of this pilot, active gardening is defined as consistently:

* Planting plot in vegetables and/or ornamentals.
* Maintaining plants after planting by watering, weeding, etc.
* Harvesting in a timely manner by picking vegetables when ripe, removing expired annuals and cutting, pruning, thinning or deadheading ornamentals, such as perennials and natives, as appropriate.
* Not leaving plot unplanted in vegetables or ornamentals for extended periods with the exception of letting soil rest; resting soil must be covered with leaves, compost, etc., or planted with a cover crop such as clover, buckwheat, Elbon rye or similar crop.

If a gardener has multiple plots, each plot must be actively gardened as defined above.

**Appendix**

**POLICY - MAXIMUM PLOT ASSIGNMENT TO A MEMBER AS SECONDARY GARDENER**

**Substantive Policy Adopted 5/2/2017**

**Scope of Policy**

This policy sets how the board interprets the second paragraph of Part I of the Sunshine Site Rules (“Paragraph 2”) with respect to its application to members being assigned to plots as secondary gardener. Paragraph 2 reads:

 The Board may limit the number of plots or total square footage a member may be assigned. In no event may a member be assigned more than 1 full plot or a total of 400 square feet. Members with previously assigned plots will not be affected by any reduction in the maximum number of plots or square footage a member may be assigned.

**Background**

 Paragraph 2 limits the number of plots (1 full plot) or total square feet (400 sq. ft.) a member may be assigned. It also provides for grandfathering of members assigned to more that 1 full plot or 400 sq. ft. at the time the rule was adopted. However, it is ambiguous as to how it applies to members assigned to plots as secondary gardeners.

 Site Rule I.H., which addresses option of secondary gardeners to be assigned as primary gardener, is relevant to interpreting Paragraph 2 and reads:

H. SECONDARY GARDENER’S OPTION TO BE ASSIGNED A PLOT

 If a primary gardener on a plot voluntarily withdraws, a secondary gardener on the plot shall have a first option to be assigned the plot if:

1. The secondary gardener signed the membership contract as a secondary gardener at least six months before the withdrawal effective date,

2. The plot is cleared of weeds and crops past their prime and in good condition for reassignment (i.e., primary gardener is eligible for a clean-up fee refund), and

3. The Board approves the secondary gardener’s request to be the primary gardener.

To exercise this option, the secondary gardener must notify the plot assignment coordinator by the withdrawal effective date, sign a new membership contract as primary gardener, and pay the same fees as a new gardener (membership fee, tool co-op fee and plot clean-up fee). The only way for a secondary gardener on a plot to become the primary gardener is through this process.

**Policy**

The board interprets:

1. Paragraph 2 as applying to members assigned as either primary and secondary gardener including the grandfathering of members previously assigned to multiple plots; and
2. Site rule I.H. as applying to all situations in which a secondary gardener becomes primary gardener including when grandfathered under Paragraph 2.

Applying Paragraph 2 to members assigned to plots as secondary gardener means a member, unless grandfathered under Paragraph 2, is limited to being assigned a maximum of one full plot or 400 sq. ft. as primary and secondary gardener combined. Accordingly, a member may not be assigned as secondary gardener on:

* more than one full plot;
* any plot if assigned as primary gardener on a full plot; or
* more than a half plot if assigned as primary gardener on a half or quarter plot.

Under the grandfathering provision of Paragraph 2, a member assigned as secondary gardener on more than one full plot when Paragraph 2 was adopted (2008?) can continue to be assigned to those plots. A member grandfathered in as a secondary gardener on more than one full plot may become the primary gardener on those plots but the assignment as primary gardener must comply with the requirements of Site Rule I.H. including board approval.

 A consequence of interpreting Paragraph 2 as applying to members being assigned as secondary gardeners is that if spouses/partners are each assigned a plot and either plot is a full plot, then neither can count any service hours worked toward the service hours required of the other. This results because Paragraph 2 prevents either from being a secondary gardener on other’s plot and Site Rule I.B.5 prohibits service hours being transferred among members.

1. The official name of the program is “Sunshine Community Gardens,” so any reference in these rules to “Sunshine Community Garden” or “Sunshine Gardens” has been edited to read “Sunshine Community Gardens.” [↑](#footnote-ref-1)
2. Required in our agreement with the Texas School for the Blind and Visually Impaired. [↑](#footnote-ref-2)