



SAN MARCOS NEIGHBORHOOD GARDENS GUIDELINES

San Marcos Neighborhood Gardens (SMNG) is a program of the City of San Marcos (CoSM) and Sustainable San Marcos (SSM), providing organic gardens on sites owned by the City of San Marcos. The following guidelines will apply to all sites unless amended for a specific site by motion of the SMNG Board.

1. ORGANIZATION

- a. **Board of Directors:** The Board of Directors of SMNG will consist of one garden manager from each garden, 2 residents of San Marcos, one representative from CoSM and one representative from SSM or its sister organization Edible San Marcos. The Board will set garden policy, oversee operations of the gardens and report annually to CoSM.
- b. **Garden Manager:** Each site will elect a Garden Manager who will assign plots, conduct orientation of new members, keep gardener and financial records, organize and keep current a list of volunteer tasks, organize garden workdays and fundraisers, enforce site rules and generally keep the site and tools in good condition.
- c. **Zone Manager:** The garden Manager may, at his/her discretion, appoint one or more zone managers to assist with management of the site.

2. PLOTS

- a. Each plot measures 10' x 20'. The Garden Manager will assign a plot when a new gardener joins and will record the number of the plot in the garden handbook and on the site plan.
- b. Each gardener may have a maximum of two plots except that a gardener may have only one plot during the first year they are at the garden. Exceptions to these rules are subject to approval by the Garden Manager.

3. MEMBERSHIP

- a. Use of the garden is open to all residents of San Marcos over the age of 16. Each garden will have an area that will accommodate physically restricted members according to ADA guidelines.
- b. Garden use includes exclusive use of one plot, access to the garden during operating hours, and use of the tools and common areas of the garden.
- c. Gardener responsibilities include payment of all fees, completion of volunteer hours and compliance with site rules.
- d. Each plot can be gardened by more than one gardener with the following guidelines:
 - i. Significant others and children under 18 shall be considered as a single gardener.
 - ii. The first name to appear on the Gardener's Contract is considered the "Primary Gardener" and is the designated contact for all business with the gardener.
- e. New gardeners must complete the following in the first thirty days of plot lease or their Garden Lease will be terminated without refund:
 - i. Sign Gardener's Contract, pay all applicable fees and complete New Gardener Orientation.
 - ii. Clear plot of all plant material other than healthy herbs, perennials, fruits or vegetables and prepare for future planting.
 - iii. Complete and record two service hours.

4. FEES

- a. Gardeners will pay initial Gardener fees at the time of enrollment and renewal Gardener fees each year after. The Garden Manager will send a statement to the gardener at least 14 days before the renewal fee is due. Failure to pay renewal fees within ten days of the due date may result in the termination of the Gardener Lease.
- b. The Gardener Lease fee is \$60 per year per plot. A clean-up deposit of \$30 will be collected for each plot; this is a one-time charge that will be refunded if the plot is clean and in compliance when the Gardener Lease terminates for any reason. At the time of enrollment, a one-time, non-refundable surcharge of \$20 will be assessed per plot to cover tools and infrastructure.
- c. A returned check fee of \$30 will be assessed for dishonored checks. Unworked service hours will be billed at \$30 per hour for the first two hours for each plot, and \$10 per hour for subsequent hours.

5. SERVICE HOURS

- a. Each gardener will volunteer 2 hours per month per plot towards the general maintenance of the garden. The Garden Manager will maintain a list of eligible volunteer opportunities and at least two work days will be scheduled each year. Service hours are not transferable and unworked service hours will be billed as outlined in 4(c) above. It is the responsibility of the gardener to record service hours in the notebook.

6. GARDEN RULES

- a. Common Areas – all persons are required to comply with the following rules in common areas of a garden:
 - i. The hours of operation for the garden are from 6 am to 9 pm.
 - ii. All gates and the door on the tool shed are to be locked at any time the garden is unoccupied.
 - iii. No pets are allowed at any time.
 - iv. Smoking and chewing tobacco is prohibited. NO ILLEGAL SUBSTANCES MAY BE CONSUMED ANYWHERE ON THE ENTIRE GARDEN SITE.
 - v. No gardener will walk on or pick produce from a neighboring plot unless asked to do so by the neighbor.
 - vi. Do not leave trash in common areas or in the plots. Only organic, compostable material is to be placed in the composting area. No food scraps are to be brought into the garden.
 - vii. Hoses, wheelbarrows and other tools on the site belong to SMNG and are not to be carried off-site. They 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 gardeners over 14 years of age are allowed to use power tools. Gardeners should use equipment in a responsible manner and report any mechanical problems.
 - viii. If you need to unload a heavy load within the garden area, do so quickly and then move the vehicle outside the fence. Do not drive in the garden area when it is wet and do not drive into another person's garden. THE SPEED LIMIT WITHIN THE GARDEN IS 3 MPH.
 - ix. This is a *community* garden. Other gardeners are our neighbors. There should be no harassment, threats, verbal abuse or acts of violence by any person against any other person. Report such acts to the Garden Manager; if necessary, the Garden Manager will call proper authorities. Any person committing any such act may have his/ her Gardener Lease terminated.
- b. Plots
 - i. Gardeners will maintain their plots as follows:
 1. Vegetables and/or fruits will be harvested regularly. Plants that have

- reached the end of their productive life must be removed.
2. Plots should not be overrun with weeds, especially bindweed, Johnson grass and Bermuda grass or insects.
 3. Garden manager will have the authority to remove any plants that s/he deems infected with disease after notifying the gardener.
 4. Gardens are not to be left neglected/ unattended (unwatered and/ or overrun with weeds) for more than two weeks without prior notice and/ or arrangement with the Zone or Garden Manager.
 5. Tall crops will be planted so as not to shade neighboring plots.
 6. The paths and areas around each plot will be kept free of trash and garden debris.
- ii. No permanent structure should be placed on the plot. Temporary structures should not shade a neighbor's plot without the approval of that neighbor.
 - iii. No trees, large cacti or illegal plants may be planted or maintained.
 - iv. Gardeners will only use organic nutrients, fertilizers and pest controls in the garden. When in doubt about a product or method, check with the Garden Manager.
 - v. The use of chemically treated wood (ie, wolmanized wood) is not allowed.
 - vi. Water is a precious resource and so strict conservation measures will be in effect at all times. All active gardens must be mulched by the end of May and remain mulched until the end of September. Unattended watering is not allowed. Irrigation systems must be maintained in good repair. Gardeners using sprinklers or hoses should take into account wind and temperature to insure as little waste as possible. No water timers are allowed.
- c. If a gardener is not going to use their plot for part of a season, the gardener must plant and maintain it in a cover crop or provide a 6" layer of mulch.
 - d. Non-compliance:
 - i. The Garden or Zone Manager will monitor plots regularly for compliance with these guidelines. If they find a plot out of compliance they will make contact with the gardener through e-mail, phone call or personal contact describing the evidence of non-compliance and seeking a plan for compliance. If the issue is not resolved to the Manager's satisfaction, the Manager will notify the Board of Directors and will send official notice of non-compliance by certified mail, confirmed email, or confirmed fax to the gardener at the mailing address, email address, or fax number on file. A gardener will have 21 days from the date of sending of a notice to bring the plot into compliance. Non-compliance at the end of the 21-day period will result in termination of the Gardener Lease for the plot and of the clean-up deposit. Any produce, plants, equipment, tools or other items left on the plot shall be considered abandoned.
 - ii. Repeated documented episodes of non-compliance as defined by three times in one year will be grounds for termination of the Gardener Lease.
 - e. Withdrawal:
 - i. If a gardener voluntarily withdraws from the garden and wishes a return of the clean-up deposit, s/he must meet the following requirements:
 - ii. Complete a Withdrawal Form and submit it to the Garden Manager.
 - iii. Clear the plot and leave it in good condition for the next gardener.
 - iv. These conditions must be met within the term of the gardener's contract. Gardener Lease fees will not be refunded for the remaining portion of the term, but the gardener will be relieved of all service hour requirements.

7. SAFETY AND SECURITY

- a. The tool shed and gates are to remain locked when not in use.
- b. Do not leave the combination locks hanging open or with the combination exposed. Do not give the combination to anyone other than designated gardeners. Doing so may

result in termination of your Gardener Lease.

- c. All children under 12 must be under adult supervision at all times and are not allowed in the tool shed.
- d. THE CITY OF SAN MARCOS, SUSTAINABLE SAN MARCOS AND SAN MARCOS NEIGHBORHOOD GARDENS WILL NOT BE RESPONSIBLE FOR ANY INJURY OR FOR ANY THEFT OF OR DAMAGE TO ANY PROPERTY CONNECTED WITH MY USE OF THE GARDEN.

8. AMENDMENTS

Changes to these site rules shall be adopted and become effective after approval by the SMNG Board of Directors. Members of each garden can adopt changes applicable to their garden with approval of the SMNG Board of Directors.

SAN MARCOS NEIGHBORHOOD GARDENS - GARDENER AGREEMENT

By my signature below I attest that I am eligible for membership at the _____ Neighborhood Garden ("the Garden") maintained by Sustainable San Marcos, that I have read and agree to comply with the Gardener Guidelines appended above and that I will maintain current contact information with the management of the Garden. In consideration of the approval of my membership application and permission to use a garden plot at the Garden, I agree to hold harmless, indemnify and defend Sustainable San Marcos or the City of San Marcos from and against any claims for personal injury or loss or damage to property connected with my use of the Garden.

Signature of Gardener

Date

Printed Name

Phone Number

Email address

Mailing address

The above member has paid all applicable fees and has been assigned to Plot # _____ at the _____ Neighborhood Garden.

Garden Manager

Date