

City of Palm Bay Community Gardening Program

Nemo Community Garden By-Laws

For Discussion Purposes Only

Article I – Name and Mission Statement

Section 1.00, Name –The name of this organization shall be “Nemo Community Garden”. This group is part of the City of Palm Bay Community Gardening Program.

Section 2.00, Mission Statement –

To build a sense of community and pride through collaborative gardening efforts that focus on the principles of organic and permaculture gardening and to act as a center for educating and encouraging others to participate in gardening communities wherever they live.

Article II – Membership

Section 1.00, Definition – A *member* is someone who has been granted rights to a particular plot(s) and who agrees to and abides by the rules and requirements of the Nemo Community Garden defined herein the By-Laws.

Section 2.00, Prospective Members – Membership is available on a first come first serve basis to the first sixteen interested parties and is open to any City of Palm Bay resident that has a mailing address within Lockmar Estates and within the boundaries of the area West of Emerson Drive, East of Minton Road, South of Canal 74, North of Canal C-1, and either side of Hurst Road regardless of race, gender, national origin, color, religion, age, or sexual orientation. If all garden plots are occupied, prospective members’ names are placed on a waiting list. A prospective member of the Nemo Community Garden who has been offered a plot assignment must sign a gardening agreement and submit the associated membership dues to become a member.

Section 3.00, Current Members – A current member in good standing may retain the assigned plot and remain a member of the Nemo Community Garden the following year by signing the agreement and paying the required membership dues by the deadline set for renewal set forth below.

Section 4.00, Membership Sign up and Dues – Memberships shall run from March through February of each year, but a member may join at any time during the year. Membership dues are \$60.00 per year, are non-refundable, and are to be paid within 30 days of being accepted as a member and within 30 days of each annual renewal period.

Section 5.00, Termination of Membership – A 45 day grace period is granted on membership renewal. If membership dues and forms are not received by the end of the grace period, then the member shall lose their membership and all Nemo Community Garden privileges. Membership and plot privileges may be revoked by the Garden Council for violation(s) of the rules established by the Garden Council. If a member fails to fulfill their responsibilities or breaks membership rules, the Garden Council will notify the member in writing with details outlining the infraction(s) and what actions are required to rectify the situation. Members will be given 45 days to rectify the situation.

If the member fails to rectify the situation, the Garden Council will invite them to a council meeting to discuss face-to-face the situation and determine whether the member will be given further time to resolve the issue or whether their membership is to be terminated. A vote of 75% of the council members is required to terminate membership. If membership is terminated, the member's garden plot will be given to the next person on the waiting list and all membership dues paid in that year will be forfeit.

Section 6.00, Membership Guidelines –Two work days per month will be scheduled to perform general site cleanup, weeding and other maintenance activities. Each Member is required to attend at least one work day per month. Work days will be established by the Garden Council and published on the bulletin board and other established communication methods. Garden Council will coordinate with the City of Palm Bay to provide a portion of the produce to support the Farmer's Market.

The Nemo Community Garden is an organic garden project. Only organic fertilizers, pesticides and fungicides may be used in the garden. Use of any item not on the approved list must be approved by the Community Garden Council.

Examples of organic amendments, pesticides and fertilizers include:

- Compost and compost teas
- Biodegradable detergents
- Seaweed meal or liquid
- Alfalfa meal
- Phosphate rock
- Blood meal
- Bone meal
- Greensand
- Sphagnum peat moss
- Calcium limestone flour
- Iron (chelated 10%)
- Epsom salt
- Fish meal and fish oils
- Vegetable oils
- Biodegradable soaps
- Thuricide

Others may be approved by the Garden Council, as needed or requested.

Article III – Governance

Section 1.00, Definition – The Nemo Community Garden Council, known throughout this document as the Garden Council, is responsible for decisions regarding the membership and also current and future garden activities. The Garden Council develops, interprets, and enforces the guidelines set forth herein the By-Laws. Each family leasing a plot is part of the Garden Council and will receive one vote per plot. Only Nemo Community Garden Members may join the Garden Council. There are three Executive Board members which obtain additional responsibilities.

Section 2.00, Election of Executive Board Members –

The Executive Board will consist of 3 members which includes: Garden Coordinator, Garden Steward, and Treasurer. Executive Board members will be elected by a majority vote of all Community Garden members and will serve for one year.

Section 3.00, Responsibilities of Executive Board Members –

Executive Board members will meet quarterly to review reports on garden progress, discuss plans for improvement, issues that arise, requests for expending dues, and work day efforts. They will determine any new work projects or action items that are needed and notify members of any issues that need to be resolved.

Executive Board members are responsible for new projects/enhancements, work day project decisions, and actions regarding membership renewals, cancellations or additions. Additional responsibilities for each Executive Board member are listed below.

Responsibility of Garden Coordinator

The Garden Coordinator presides over all meetings of the Garden Council and has the authority to sign legal documents and the authority to sign checks on behalf of the organization.

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Additional responsibilities include:

- Plan and conduct garden orientations for community gardeners, work projects, and general garden meetings
- Determine roles, responsibilities, expectations of garden organization, community gardeners and Garden Coordinator
- Help Garden Steward plan and implement social events, garden gatherings, and work projects in the garden
- Determine calendar of events for coming year with Garden Steward and Treasurer
- Responsible for all written records of the organization, notices of meetings, official correspondence.

Responsibility of Garden Steward

The Garden Steward acts as the Garden Coordinator when the Garden Coordinator is absent.

Additional responsibilities include:

- Conduct routine clean-up/inspection rounds
- Address community gardeners concerns in a timely manner
- Act as a spokesperson for your garden - communicates garden needs
- Act as a link between the Community Gardening Coordinator and the gardeners in your

Garden

- Help Community Gardening Coordinator plan and implement social events, garden gatherings, and work projects in the garden
- Make basic repairs on the garden water system
- Monitor the garden for signs of theft and/or vandalism

Responsibility of Treasurer

The treasurer is responsible for all financial records; due receipts, deposits, and has the authority to sign checks on behalf of the organization.

Section 4.00, Removing an Executive Board Member –

In the event that an Executive Board member can no longer fulfill their responsibilities of their position, an interim Executive Board member will be elected by a majority vote of all Community Garden members and will serve for the remainder of the former Executive Board member's one year term.

Article IV – Dissolution

Section 1.00, Disbursal of Assets – If Nemo Community Garden should be dissolved, its property, funds, and other assets shall be transferred to the City of Palm Bay Community Gardening Program.