

RESOLUTION NO. 14-R-36

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, REVISING THE ALVIN SENIOR CENTER - RULES AND REGULATIONS; AND SETTING FORTH OTHER MATTERS RELATED THERETO.

WHEREAS, the Alvin Senior Center is a public facility owned by the City of Alvin where Seniors in the Alvin area can meet for social, recreational, educational, and fitness opportunities;

WHEREAS, the Alvin Senior Center is available for other community-related activities and programs for which rules and regulations are needed to govern the rental of this facility;

WHEREAS, the City Charter provides that the rules and regulations established by the City Council may be changed from time to time to meet the needs of the Senior Citizen Center; and

WHEREAS, the Alvin Senior Center - Rules and Regulations, attached hereto as Exhibit "A" (and incorporated herein by reference), upon review and consideration by the City Council, deem it in the public interest to authorize this action, **NOW, THEREFORE**,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, THAT:

Section 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Proceedings. That the revised Alvin Senior Center - Rules and Regulations attached hereto as Exhibit "A" are hereby adopted.

Section 3. Open Meetings. It is hereby officially found and determined that the meeting at which this resolution was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't Code*.

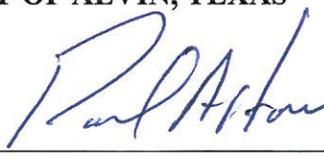
Section 4. Effective Date. This resolution shall take affect upon its adoption.

PASSED AND APPROVED on this the 6 day of November, 2014.

ATTEST:

CITY OF ALVIN, TEXAS

By: 
Dixie Roberts, City Clerk

By: 
Paul A. Horn, Mayor

CITY OF ALVIN

ALVIN SENIOR CENTER RULES AND REGULATIONS

PARKS AND RECREATION DEPARTMENT

PROPOSED 2014 RULES AND REGULATIONS

EXHIBIT A to Res. 14-R-36

ALVIN SENIOR CENTER

MISSION STATEMENT

The Alvin Senior Center is a community gathering place where adults age 50+ in the Alvin area can meet for social, recreational, educational and fitness opportunities as well as host private events for Alvin community members.

ELIGIBILITY FOR SENIOR CITIZEN PROGRAMS

Any person living in the Alvin area 50 years of age or older and his/her spouse of any age (as long as one spouse is 50 years of age or older, is eligible to participate in the activities and programs established for seniors by the City of Alvin.

A meal program is administered by ActionS, Inc. an independent agency established to plan and coordinate services for older adults. To participate in any ActionS program, persons must meet the guidelines set forth by ActionS, Inc. Transportation to and from the Center is provided through ActionS. Further information regarding the ActionS program is available from the site director during ActionS operational times, or by calling (281) 585-4677.

OWNERSHIP AND MANAGEMENT OF CENTER

The Alvin Senior Center is a public building owned by the City of Alvin. Management of the Center is supervised by the City of Alvin Parks & Recreation Department. A site manager provides daily management of the facility.

OTHER FUNCTIONS AND USES

The Senior Center may be used by other individuals and groups according to the Rules and regulations for Operation, Use, and Rental of Alvin Senior Center which have been Approved by the City Council.

All rules must be initialed by renter as understanding of each Rule.

- _____ 1. Animals Prohibited – No animals are permitted in or around the Senior Center except animals, required to assist disabled persons or approved by the Senior Center Coordinator.
- _____ 2. No Smoking or Alcoholic Beverages – No alcoholic beverages are permitted in or around the Senior Center. Smoking is prohibited inside the facility by City Ordinance.
- _____ 3. Equipment – The TV, VCR, or any other equipment shall not be removed from the Senior Center unless expressed written authorization by Director.
- _____ 4. Decorations –Decorations may not be displayed in a manner that would damage, puncture or leave residue upon removal. (ex. thumbtacks, tape, staples, etc.).
- _____ 5. Open Flames – The use of open flames and flammable material is not allowed inside the Senior Center. These include but are not limited to; torches, incense burners, charcoal grills and candle center pieces. Exceptions may be granted for the use of small flame producing devices such as candles on cakes and in ceremonies, and sterno-type materials used to maintain food temperature.
- _____ 6. Thermostat Controls – The user shall not attempt to make adjustments to the thermostat controls. Users of the Center may be held liable for any damage caused from tampering with these instruments.
- _____ 7. Personal Losses and Damages – The City of Alvin is not responsible for lost, damaged or misplaced property placed in or on its facilities or grounds. Furthermore, the City of Alvin is released and discharged from any and all liability for loss injury, or damage to persons or property that may be sustained arising out of the use or occupancy of the Senior Center and its grounds.
- _____ 8. Parking – Parking is available at the Senior Center in designated areas only. Additional parking is located across the street at the Stanton’s overflow lot. Please do not park at Jodie’s Hair Salon.
- _____ 9. Set Up and Clean Up Times – The renter is allowed 30 minutes before an event to set up and 30 minutes after an event for proper cleanup. If you cannot meet these time limits you are required to pay for the extra set-up and clean-up times.
- _____ 10. Clean-Up – Failure to properly clean the Senior Center will result in a forfeiture of all of the Room Rental Deposit. Excessive negligence resulting in uncleanliness or damage beyond the deposit value will be subject to actual clean/repair costs.
 - A. All spillage will be properly cleaned.
 - B. All floors including restrooms and kitchen must be swept and high-traffic areas mopped.
 - C. The kitchen, if used, must be thoroughly cleaned, including floors, walls, appliances, sinks and counters.
 - D. All trash and debris must be removed from the building and parking lot and placed in the onsite dumpster provided in the rear of the building, or removed from the premises.
 - E. All tables and chairs must be returned to their original location.
- _____ 11. Damages to Center – The renter is responsible for any damages caused during their rental times. To the extent the deposit is insufficient to pay for all the damages the renter shall be liable for the difference.
- _____ 12. On Site Representative – The renter or his/her designated representative, is required to be present at the Alvin Senior Center and must be available to City personnel during the entire course of the rental period.

- _____ 13. Facility Monitor and Access – A City representative will be on duty to open the Center. This individual will also secure the Center upon the conclusion of the rental. The renter is responsible to check the Center for damage before and after the rental period for damage and cleanliness. Both the renter and the city representative must initial the operational rules packet to ensure that the renter’s responsibilities have been fulfilled and that the deposits can be refunded.

- _____ 14. Advertising – The use of the Alvin Senior Center by an individual or group does not constitute endorsement of that individual, group, vendor, agency, philosophy, opinion or product by the Center or the City of Alvin. No advertisement or announcement implying endorsement will be permitted. All promotional or advertising copy that includes the Alvin Senior Center name must be approved prior to release by the Manager of the Center or a designated representative.

- _____ 15. Abuse of Operational Rules – Any person who abuses the operational rules or any other laws or policies applicable to the Center may be required to vacate the Center and may be barred from further use of the Center.

- _____ 16. Contacts – For building concerns or questions contact on-call personnel. In the event of an emergency dial 911. For police non-emergency call 281-388-4370.

- _____ 17. Marquee Use – The marquee use shall be at the discretion of the Department Director with the primary use for advertisement related to senior center programs, trips and related information

1. Reservation Requirements

- A. Reservations may be made by applying to the City of Alvin Senior Center, 309 West Sealy, Alvin, Texas 77511, or by calling or 281-388-4298.

- B. Senior activities and programs will have priority use of the Center. All other reservations will be taken on a first-come, first-serve basis.

- C. Rental reservations may not be made more than twelve (12) months in advance.

- D. Groups or individuals may not reserve a rental space on a standing, weekly basis for more than six months. This will allow the renter time to locate a permanent meeting place. Future rental periods and/or extension of rentals will be evaluated by the Coordinator of Alvin Senior Center.

- E. An adult 18 or older must sign the Room Reservation Application.

- F. Senior Center order of priority usage:
 - Senior Center activities and programs.
 - Programs conducted and/or sponsored by the City.
 - Room rentals and reservations.

Right of Entry: The City may enter upon the Senior Center at any time for any purpose necessary, incidental to or connected with any other program’s use of the Senior Center or in the exercise of the City’s governmental functions. Any such re-entry shall not constitute a trespass or create a cause of action for damages against the City.

2. Cancellations – All cancellations of rentals must be requested in writing to the Senior Center Manager or Center staff. The following refund schedule will apply:

- Two week or more notice: Full refund less a \$25 refund processing fee.
- Less than two week notice: \$75.00 Cancellation Fee, \$25.00 Refund Processing Fee

3. Fees - The fees attached hereto as Exhibit "B" will apply to rental of the Alvin Senior Center. The hourly rental fees will be calculated by the half hour and hour only.

- Deposit is required at the time of reservation.
- Payment for rental period must be made within 2 business days during regular Alvin Senior Center operational hours. (Mon.-Fri. 7:30 a.m. - 4:30 p.m.)
- Payment made within 2 business days, excluding holidays, must be made in cash.

4. Senior Citizens Groups

A. A Senior group is defined as an organization with at least 90 percent of its membership 50 years or older. Senior organizations (i.e. Quilters) will be allowed to hold one event or meeting per month at no cost.

B. A meeting/event will be allowed at no cost if it meets these conditions:

- 1) The second meeting must be open to the general public with no membership requirements.
- 2) The second meeting must provide a service or benefit to area senior citizens.
- 3) The additional meeting must be held during the business hours of the Center from 7:30 a.m. – 4:30 p.m. Monday thru Friday.
- 4) The additional meeting /event must not conflict with scheduled Center activities.
- 5) If more than two meetings/event are scheduled by a senior organization during a calendar month, the senior organization must pay the applicable fees for the third or succeeding meeting/event.

5. Non-profit Organizations - A qualified, non-profit shall be defined as a group or organization in possession of an active 501c3 with proof of non-profit status. The deposit for a qualified non-profit (501c3) organization will be waived. An hourly rental fee of \$45 will be charged.

6. Governmental Entities – Rental fees will not be charged to local or other governmental entities desiring to use the Senior Center if the request is made on official stationery of the governmental entity, and the Senior Center will be used for a governmental purpose.

7. Meeting Room Facilities and Capacities:

- A. West side rental includes the meeting room, bathrooms, and kitchen facilities and has a maximum capacity of 229 persons.
- B. East side Kitchen rental includes the meeting room space up to the bi-fold doors, bathrooms, kitchen facilities and has a maximum capacity of 80 persons.
- C. Craft room and Piano includes the meeting room, bathrooms, and has a maximum capacity of 25 persons. Only adult organizations are allowed to rent these rooms. No kitchen facilities or ice will be provided.

8. Available Rental Times – The Center will be available for rental as follows:

West Side

Monday –Thursday	7:30 AM – 10:30 PM
Friday	7:30 AM – 10:30 PM
Saturday and Sunday	7:30 AM – 10:30 PM

East Side – Entire

Monday – Friday
Saturday – Sunday

7:30 AM – 10:30 PM
7:30 AM – 10:30 PM

Craft Room

Monday – Friday

7:30 AM – 10:30 PM

9. Youth Group Restrictions – It is recommended groups composed of youth 17 years of age and younger must have one (1) adult 18 years of age or older present at all times for each ten (10) youths in attendance.
10. Indemnification -The renter is responsible for the acts or omissions of the renter's invitees, licensees, relatives, friends and their invitees or licensees. The renter agrees to indemnify and hold harmless the City of Alvin, its officers, agents and employees from any and all actions, claims, costs, damages, injuries, and expenses, including but not limited to attorney's fees and court costs, arising out of the use of the Senior Center by the renter. Furthermore, such indemnification shall apply with respect to all acts or omissions of the renter, the renter's invitees, licensees, relatives, friends, and their respective invitees, licensees, relatives, friends, and their respective invitees or licensees associated with rental use of the Alvin Senior Center.

Code of Conduct Policy

Purpose

The Alvin Senior Center provides a safe, friendly, and welcoming environment for seniors to participate in activities, enjoy fellowship and engage in lifelong learning opportunities. For the safety and benefit of all participants, the following Code of Conduct Policy shall be observed.

Policy

Participants in Alvin Senior Center Activities shall:

- (1) Treat other participants and staff respectfully and courteously.
- (2) Treat others in the same manner you would like to be treated.

Behavior that constitutes violation of this Policy includes, but is not limited to:

- (1) Loud, disruptive, obscene, hateful, or abusive language.
- (2) Making threats or demonstrating threatening behavior, verbally or in writing, to participants or staff.
- (3) Violation of smoking ordinances.
- (4) Defacing or destroying any city property.
- (5) Activities that negatively affect the health of others.
- (6) Racial, religious, or sexual harassment of participants or staff.
- (7) Physical altercations with participants or staff.
- (8) Removal of city property without permission.
- (9) Participating in activities while under the adverse influence of alcohol or drugs.
- (10) Committing or attempting to commit any activity that would constitute a violation of any federal, state, or local criminal statute or ordinance.
- (11) Other behavior that is deemed inappropriate by the Senior Center Manager or their designee.

Consequences of Policy Violation

Violation(s) of this policy may result in the suspension of participant(s) from Senior Center activities.

The Senior Center Manager is responsible for ensuring that this policy is maintained. Any questions or comments concerning this policy should contact the Director of Parks and Recreation.

Also, please note: The Alvin Senior Center programs are for senior citizens who are independent and can care for their own personal needs. Seniors are welcome to bring an attendant or care giver with them in order to enjoy our services and programs.

EXHIBIT B

RENTAL OF WEST SIDE ASSEMBLY ROOM: (WEST OCCUPANCY 229)

Refundable Deposit - Clean-up/Damage Deposit	\$ 100.00
Assembly Room (Business Hours*)	<u>Per/Hr.</u>
Resident/Resident Group	70.00
Nonresident/Nonresident Group	80.00
Assembly Room (After Business Hours)	
Resident/Resident Group	80.00
Nonresident/Nonresident Group	90.00

RENTAL OF EAST SIDE WITH KITCHEN: (OCCUPANCY 80)

Refundable Deposit - Clean-up/Damage Deposit	\$100.00
Assembly Room (Business Hours)	<u>Per/Hr.</u>
Resident/Resident Group	50.00
Nonresident/Nonresident Group	60.00
Assembly Room (After Business Hours)	
Resident/Resident Group	60.00
Nonresident/Nonresident Group	70.00

RENTAL EAST AND WEST SIDES: (OCCUPANCY 309)

Refundable Deposit - Clean-up/Damage Deposit	\$150.00
Assembly Room (Business Hours*)	<u>Per/Hr</u>
Resident/Resident Group	90.00
Nonresident/Nonresident Group	95.00
Assembly Room (After Business Hours)	
Resident/ Resident Group	100.00
Nonresident/ Nonresident Group	105.00

RENTAL OF CRAFT ROOM OR BOARD ROOM: (OCCUPANCY 25)

(This room is available only for rental by adult organizations Mon. – Fri..)

Refundable Deposit – Clean-up/ Damage Deposit	\$100.00
	<u>Per/Hr</u>
Resident/ Resident Group	35.00
Nonresident/ Nonresident Group	45.00

RENTAL FOR NON-PROFIT ORGANIZATION/501C-3

Deposit is Waived

Resident/ Non Resident Group	\$ 45.00
Cancelation fee within two weeks	\$75.00
Refund Processing Fee	\$25.00