

RESOLUTION NO. 22-R-15

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, REVISING THE CITY'S ATHLETIC FACILITIES POLICY FOR USE OF THE CITY'S PARKS AND RECREATIONAL FACILITIES; ESTABLISHING AN EFFECTIVE DATE; AND SETTING FORTH OTHER RELATED MATTERS.

WHEREAS, the City of Alvin provides Park and Recreational facilities for which procedures and guidelines are needed to keep an attractive appearance and the ability to properly maintain the facilities;

WHEREAS, establishing Procedures and Guidelines for the City of Alvin and the Alvin Sports Association to control the use, planning, and maintenance of the City of Alvin Park and Recreational facilities in a safe and efficient manner is warranted; and

WHEREAS, establishing and revising Procedures and Guidelines for the City of Alvin Athletic Facilities Policy, attached hereto as Exhibit "A" (and incorporated herein by reference), upon review and consideration by the City Council approves and authorizes 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 Procedures and Guidelines for the City of Alvin Athletic Facilities Policy 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 is 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, Chapter 551 of the Texas Government Code.

PASSED AND APPROVED this the 16th day of June 2022.

CITY OF ALVIN, TEXAS

ATTEST:

By: _____
Paul A. Horn, Mayor

By: _____
Dixie Roberts, City Secretary

CITY OF ALVIN

ATHLETIC FACILITIES POLICY

PARKS AND RECREATION DEPARTMENT

2022 Policy

(Exhibit A Res.22 - R -15)

CITY OF ALVIN
POLICY FOR USE OF PARK AND RECREATIONAL FACILITIES

The policy for use of City of Alvin Park and Recreational facilities is comprised of procedures, regulations, and guidelines designed to ensure that all facilities are utilized in a safe and efficient manner. The City of Alvin develops and maintains park and recreational facilities to serve the residents of Alvin.

Priority use of the athletic facilities is reserved for associations requiring the on-going, scheduled use of a facility to provide a recreational service or to meet a community recreational need. "Sports Association," as defined for the purpose of this document, is a non-profit organization under the terms of a 501(C)(3) status of the Internal Revenue Service that conducts its own affairs within the framework of policies established by the City of Alvin for use of City facilities and is recommended by the Park and Recreation Advisory Board.

CITY OF ALVIN
ATHLETIC FACILITIES PROCEDURES AND GUIDELINES

PARTIES:

The City of Alvin, hereinafter referred to as the "City," and the City of Alvin Parks and Recreation Department, hereinafter referred to as "Parks," and the Alvin Sports Association, hereinafter referred to as the "ASA," which consists of Alvin Little League Baseball (ALLB), Alvin Youth Soccer Club (AYSC), Alvin Girls Softball Association (AGSA), Raiders Football, Alvin I.S.D. (AISD), Alvin Community College (ACC), and Brazoria Spartans Rugby are parties to this Agreement. Each organization shall designate one (1) person to act as the contact person for the sports association, and shall submit, the person's name, title, address, best contact phone number(s) to the Parks and Recreation Department. Each ASA is responsible for submitting their application by September 30th annually. The Director of Parks, or designee, shall act as the City's liaison to the ASA.

A Non-Association group seeking to become an ASA may apply using the Application for ASA use of City Athletic Facilities, under the following conditions:

- Use of facilities does not interfere or coincide with existing ASA or City usage;
- Applicant has demonstrated or can demonstrate a sustained demand for the sport;
- Proof of current non-profit status or application submittal under the terms of a 501 (c)(3) to the IRS;
- Failure to obtain non-profit 501 (c)(3) status with the IRS within twelve (12) months from the date of application, applicant shall forfeit ASA status with the City of Alvin.

Non-Association groups or individuals seeking reserved use of city athletic facilities may do so under the following conditions:

Daily Usage

- Times and dates do not conflict with City or ASA use.
- Use of facilities does not exceed four (4) consecutive days (i.e., Monday through Sunday tournament from 6:30 a.m. to 10:30 p.m.).
- Payment is rendered in advance based on a charge of Thirty-Five Dollars (\$35.00) per hour per field for daytime use and Sixty Dollars (\$60.00) per hour per field for use of field lights.

Tournament Usage

- Tournament is defined as being separate from league play, having a separate entry fee and including a team(s) from other jurisdictions to compete in a onetime competition.
- Application along with a \$200 damage deposit is made at least thirty (30) days prior to anticipated use, unless otherwise approved by the Director of Parks and Recreation or designee.
- Satisfactory arrangements are made for refuse collection and sanitation by City Staff/Parks. All or part of the deposit could be relinquished.
- If necessary, a fee is presented to defray the cost of additional security forces supplied by the City for the proposed use or activity.
- Proof of insurance or a signed waiver of liability not holding City responsible for injury or damages.
- Can only use fields as designed, cannot alter fields in any way.

CONDITIONS FOR USE:

All Alvin Sport Associations shall attend any necessary sport association meeting. The ASA shall submit their completed application. Applications shall include; proof of liability insurance naming the City as an additional insured, list of the ASA Board of Directors with appropriate addresses and phone numbers, proof of their non-profit status, and tryout, practice, game, and light schedules. Upon submission of completed application, each ASA shall provide a breakdown of total participation into percent within City Limits and percent outside City Limits.

All Alvin Sport Associations shall conduct background checks on all volunteers and/or paid employees who will interact with youth and shall maintain documentation of completed background checks for review upon request by the City. If the background checks reveal that an employee or volunteer is unsuitable for working with youth, the ASA shall not allow the volunteer or employee to interact with youth. A person should be disqualified and prohibited from serving as a volunteer if the person has been found guilty of the following crimes:

For purposes of this policy, guilty shall mean that a person was found guilty following a trial, entered a guilty plea, entered a no contest plea accompanied by a court finding of guilt (regardless of adjudication), or received court directed programs in lieu of conviction.

SEX OFFENSES

- **All Sex Offenses** – Regardless of the amount of time since offense.

Examples include sexual assault, prostitution, solicitation, indecent exposure, etc.

FELONIES

- **All Felony Violent Offenses** – Regardless of the amount of time since offense.

Examples include: murder, manslaughter, aggravated assault, kidnapping, robbery, etc.

- All Felony offenses other than violence or sex within the past 10 years.

Examples include: drug offenses, theft, embezzlement, fraud, child endangerment, etc.

MISDEMEANORS

- **All misdemeanor violence offenses** within the past 7 years

Examples include: assault, family violence assault, failure to stop and give information, theft, etc.

- **Two or more misdemeanor drug and alcohol offenses** within the past 7 years.

Examples include: driving while intoxicated, drug possession, disorderly conduct, public intoxication, possession of drug paraphernalia, etc.

PENDING CASES

Individuals found to have pending court cases for any of the disqualifying offenses will be disqualified. If the disposition of the pending case does not meet the criteria for the disqualification as listed above, the individual would then be cleared and reinstated.

DETERMINING FACILITY USE:

Use of any park and recreational facilities shall be determined by “historical precedent” for any certain facility during a specific season. “Historical precedent,” for the purpose of this document, is defined to mean “a particular organization, which has been first to establish a continued use of a specific facility, for a designated time frame or season, and which has more than one use of occurrence.” The organization will be granted priority use of a facility by the City on a per season basis; however, facilities will remain open for public use (and for other organizations) when such use does not interfere with current scheduled activities. Use by the public will be on first come first served basis, providing facilities are not reserved by groups or individuals. The City reserves the right to schedule facilities during times when facilities are not being utilized. All scheduled use of facilities will be determined by the City. The City may designate “down time” for maintenance, regeneration time and/or emergency times.

AGSA – Pearson Park

ALLB – Morgan Park, Lions Park

AYSC – Briscoe Park, two east playing fields

Alvin Raiders – Briscoe Park, one northwest playing field

Brazoria Spartans Rugby -Briscoe Park, northwest and southwest playing field

A Sports Association’s percentage of non-resident participation may be considered when determining the number of facilities available for use by the Sports Association. Joint use of facilities by different Sports Associations will be considered and encouraged. If cooperation between different Sports Associations cannot be achieved regarding field usage, the Parks Department shall act in the best interest of the community by establishing field usage.

Designated down time for the Turf Management Program will take place twice a year with fertilizing two additional times per year. Plan for field maintenance in November and February and fertilizing in April and June on all sports fields.

SPECIAL USE OF FACILITIES:

The City of Alvin reserves the right to host athletic leagues, tournaments, special events, and programs at all public park facilities. The City will make every effort to schedule special events during non-peak use time periods.

The Parks Director must approve any Sports Association arrangements with other organizations for use of public facilities. Organizations or individuals wishing to host clinics, workshops, and/or programs that are performed by agencies other than the ASA are requested to schedule such programs with the City at least thirty (30) days prior to the beginning of the program. (See page 4, Conditions for Use.) Individual teams hosting tournaments as fundraisers must submit a written request to host such tournaments through the Alvin Sport Association. The ASA shall ultimately be responsible for upholding City requirements for field usage.

HOURS AVAILABLE FOR USE:

City parks are open daily to the public from 6:30 a.m. until 10:30 p.m. All park facility usage must be completed no later than 10:30 p.m. unless otherwise approved by the Parks Director.

FACILITY KEYS:

Where applicable, keys will be provided to the restrooms, concession, and storage buildings. If requested, a maximum of three (3) keys will be issued for each facility. Sports Associations will be assessed a Fifty Dollar (\$50.00) deposit per key. Key deposits will be refunded upon return of issued keys, at the end of scheduled use periods. All keys for City facilities shall not be duplicated or reproduced, and **all keys shall be returned** to the Parks director within 30 days, should the association completely vacate the sports park facility.

UTILITIES:

ASA's utilizing lighted facilities will be required to pay fees for use of lights after the allotted eight (8) hours per month given by the City for the use of the league account. The league account will be established at the beginning of each season. The reserved use of lights will be assessed at a rate of Thirty-Five Dollars (\$35.00) per hour per field. The City will pay the costs associated with providing water. The City will not be responsible for any costs associated with any type of utility services at facilities that are not owned and maintained by the City.

AUTOMATED LIGHTING SYSTEM:

Each ASA shall monitor the times lights are used as they will be charged for the actual light usage. Each ASA shall provide a field usage schedule in advance of usage and payment for anticipated light usage to the Alvin Parks and Recreation Department. Actual light usage shall be downloaded and verified by the 5th of the following month. (*Example- March lighting will be paid in advance of March use; however usage will be verified by April 5th.*) Once verified, a new invoice will be sent reflecting an outstanding amount or credit placed on the account. Failure to pay any invoice shall result in the suspension of that ASA's light usage until the invoice is paid in full. Lights will only be scheduled by city staff once payment is made. If at any point self-scheduling becomes available Alvin Sport Associations will be provided access, training and take responsibility for field scheduling.

CONCESSION/STORAGE BUILDINGS/RESTROOMS:

Scheduled use of restrooms or concession/storage buildings will be on per season basis, with use determined by the historical presence of an Alvin Sports Association at a specific facility. Only one ASA per season will be granted priority use of a specific building unless another Sports Association requests use of the building during the same time frame. The Sports Association with priority use of the building may choose to share use, contingent upon the City's approval. The non-priority association (sharing) is approved on a per season basis and must adhere to rules of the primary Association. A Five Hundred Dollar (\$500.00) damage deposit will be required prior to any use of restrooms or concession/storage buildings, and with repair of damage to be paid by such deposit. If there is damage or misuse of restrooms during league use, a clean-up/damage fee equal to the cost of restoration will be assessed to the Sports Association per incident per restroom. All sports associations shall deposit concession stand trash in dumpsters supplied by the City in each park. The City may use the concession and storage areas during City sponsored activities. The City also reserves the right to enter into contracts with private companies for concession operation services.

All Sports Associations are required to furnish all equipment and supplies necessary to operate the concession area and shall maintain in a sanitary manner, all restrooms, concession, and storage facilities. Associations agree to abide by all health code requirements for food service, food permits, as required by city ordinance and state law and will annually set up and undergo

inspection by the Health Inspector and Fire Marshall prior to the first game of the season. Sports Associations are subject to all penalties of applicable laws and any major infractions may result in loss of privileges and/or damage deposit.

The addition of new storage facilities may be added with the review and written permission from the City of Alvin. All equipment stored at a concession/storage building must be removed at the end of the Sports Association's season, unless otherwise approved by the City. Storage of flammable, hazardous, or toxic substances or materials, on City property, is not permitted. Sports Associations must not block access to facility equipment such as air conditioners, heaters, breaker panels, circuit panels, etc. Also, these groups must follow all City fire code regulations.

The City shall be responsible for repairs and upkeep of the restrooms and concession/storage buildings that are the result of normal wear and tear and aging. Each Sports Association will be responsible for repairs stemming from damages incurred to the facility due to the Sports Association's negligent or irresponsible use.

THE CITY OF ALVIN WILL NOT BE HELD LIABLE AND WILL BE HELD HARMLESS FOR ANY CONTENTS OWNED AND STORED BY ANY ASA IN ANY BUILDING PERTAINING, BUT NOT LIMITED TO, THEFT, VANDALISM, STORM DAMAGE OR ANY ACT CAUSING DAMAGE OR DESTRUCTION OF ASA OWNED CONTENTS.

STORAGE OF CONTENTS BY ANY ASA IS AT THE RISK AND FINANCIAL OBLIGATION FOR REPAIR OR REPLACEMENT OF CONTENTS BY THE ASA.

IF, AND WHEN, THE CITY OF ALVIN DETERMINES THE STORAGE BUILDING NEEDS TO BE REMOVED AND/OR TORN DOWN FOR ANY REASON, THE CITY WILL GIVE ASA FORTY-FIVE (45) DAYS TO RELOCATE THEIR STORAGE CONTENTS AT THE EXPENSE OF ASA.

Signature of Acknowledgement

ASA Organization

VANDALISM:

Sports Associations with access to facilities should make every effort to mitigate vandalism by securing all doors, windows, or any other point from which persons could enter. The City will share in the responsibility of deterrence by providing sufficient lighting, frequent security patrols, overall security assessment, and other measures upon the review and permission of the Parks Director.

Repairs to City facilities caused by vandalism will be the responsibility of the City, unless the vandalized facility was vacated before being properly secured by the ASA. The City will repair or replace as necessary, the following equipment: air conditioners and/or heaters, electrical and lighting systems, phone systems, plumbing systems, or others upon review and permission of the Parks Director. The ASA will be responsible for replacing or repairing vandalized items which are built by the ASA. The City shall not be responsible for loss and/or damages to any property, equipment, supplies, etc. not owned by the City.

PARK AND ATHLETIC FACILITY ORDINANCES:

1. City parks are open daily to the public from 6:30 a.m. until 10:30 p.m. except as otherwise restricted at specific park facilities and lighted use. Strict compliance will be enforced.
2. The possession or consumption of alcoholic beverages is prohibited at all City parks and athletic facilities, unless otherwise permitted.
3. All pets must be on a leash at all times, except in designated off leash area.
4. Motorized vehicles are prohibited to drive or park on City property without prior approval as per City ordinance.
5. Trash must be disposed in proper receptacles by all associations preceding or concluding an event. Failure to do so shall result in a \$200.00 clean-up fee.

MAINTENANCE OF PARK AND RECREATIONAL FACILITIES:

The City will provide a level of maintenance service to all park and recreation facilities that ensures the safe and efficient use of facilities by the ASA and the general public. Work requests shall be directed to the Operations Manager or designee of the Parks and Recreation Department. It is the Sports Association's responsibility to report hazardous or dangerous facility

conditions to the City immediately. The City will not provide maintenance or upkeep to property or facilities that are not owned by the City.

The Alvin Sport Association and non-ASA organizations will be responsible for and bear all costs associated with the operation and maintenance of any and all league, season, or sport specific upkeep to the facility (i.e., chalking foul/boundary lines, football lines, dragging infields, screening, etc.). The ASA and non-ASA organizations shall furnish their own equipment, materials, and/or supplies for operating their games and events (i.e., starting blocks, bases, soccer goals, public address systems, nets, etc.). Where applicable, Sport Associations shall provide proper maintenance of the dirt infield areas year-round at their respective athletic complexes. Proper maintenance shall include; expertise, labor and equipment to provide sport specific, industry accepted, field maintenance practices and techniques in order to keep the infields in playable condition. Non-ASA softball and baseball associations having scheduled usage at any athletic complex shall properly maintain the dirt infield areas during and after each usage. All Alvin Sport Associations may be required at the request of the Parks Director or designee to mow playing field turf during scheduled seasonal play. This does not preclude the use of these fields by other organizations if approved by the Parks Director or designee.

The City will share the responsibility of keeping all facilities clean of trash, debris, and litter. Alvin Sport Associations shall not leave trash/recycling containers full or overflowing during and after their activities. In addition, Alvin Sport Associations, Non-Alvin Sport Associations and/or individual teams shall make every effort to monitor the facilities, buildings, parking areas and common areas for trash, debris and litter associated with their activities. All trash, debris and litter shall be deposited in the trash receptacles or dumpster on the park grounds.

PARKING:

Alvin Sports Associations, organizations and individuals are entitled to use parking areas located at each park. No entity shall have the authority to charge, impose or imply collecting fees of any amount from users of the parking areas. All users are required to obey all traffic laws and regulations when utilizing park roadways. “No parking” areas, as designated by posted signs, will be strictly enforced. Handicapped parking spaces are available at each established parking area. In addition, the ASA shall be responsible for the overall cleanliness of all on and off premise parking areas used during their activities.

ENHANCEMENTS:

The ASA shall not install, build, or perform any type of facility or property improvements without the express written consent of the Parks Director. Requests for improvements must be submitted in writing to the Parks and Recreation Director providing ample time for consideration, up to and including approval from the City Council. All requests require approval and shall meet the City’s inspection codes and/or ordinance requirements.

RESTROOM FACILITIES:

Restroom facilities are available at Lions, Morgan, Briscoe and Pearson Parks. Janitorial services such as cleaning and stocking supplies is the joint responsibility of the City and each Alvin Sport Association, Non-Alvin Sport Association and/or individual team. The City does not encourage the use of restroom facilities at private or semi-public facilities located adjacent to City owned parks.

EMERGENCIES AND ACCIDENTS:

Alvin Sport Associations, Non-Alvin Sport Associations and/or individual teams shall report any and all accidents that require medical attention by health care professionals. Accidents involving the condition or maintenance of facilities should be reported to the Parks and Recreation office at the beginning of the first business day following the accident. After hour emergencies involving immediate maintenance of the facility shall be reported immediately by contacting the Alvin Police Department at (281) 388-4370. The Police Department will contact the proper on-call staff representative.

CAPITAL IMPROVEMENT PROJECTS:

Alvin Sport Associations may submit requests for consideration of future park improvements. Recommended projects shall be submitted in writing (i.e., scoreboards, bleachers, etc). Written requests should be submitted to the Parks Director by February 1 of each year. The City’s fiscal year runs October 1 - September 30. Approval of projects is based on priority need and available funding.

TERMINATION CLAUSE:

Alvin Sport Associations using City of Alvin Athletic Facilities may terminate their relationship with the City of Alvin voluntarily or involuntarily. Voluntary termination shall constitute a written letter of intent sent to the Parks Director from the ASA. Upon such notification, the Parks Director or designee shall conduct a walk-through inspection of the park premises and structures for damage, collect all keys to park facilities, and ensure all light usage has been paid in full prior to issuing any refundable deposit. Involuntary termination shall constitute any Alvin Sport Association, Non-Alvin Sport Association or individual team who fails to perform to the expectations outlined in the aforementioned sections of the Athletic Facilities Policy. As such, the Alvin Sport Association, Non-Alvin Sport Association, or individual team shall be subject to loss of park usage privileges up to and including termination as an ASA and forfeiture of any refundable deposit.

In the event of an involuntary termination, the Parks Director shall provide written notice to the Alvin Sport Association, Non-Alvin Sport Association, or individual team listing any/all violations and allowing reasonable time to bring all violations into acceptable and sustained compliance.

APPLICATION
ALVIN SPORTS ASSOCIATIONS'
USE OF CITY ATHLETIC FACILITIES

- Application submitted within a minimum of thirty (30) days of planned use
- City of Alvin is named as an additional insured on the Certificate of Insurance
- Last season's financial statement, upon request
- List of association's Board of Directors including name, address, contact number and email address
- Tryout, practice game and light schedules
- Contact person's name, title, address, best contact phone number(s), and email address
- This signed statement for Athletic Facility Policy of Compliance
- Five Hundred Dollar (\$500.00) Damage Deposit, if applicable, for usage of restrooms and/or concession stands
- Proof of non-profit status under the terms of a 501 (c)(3) status with the IRS
- Equipment storage hold harmless if applicable

Name of Organization

Contact Person Name

Date

Title

Address

Phone: _____ Mobile: _____ Email: _____

APPLICATION

PRIVATE INDIVIDUAL OR NON-ALVIN SPORT ASSOCIATION GROUPS

USE OF CITY ATHLETIC FACILITIES

- Application is made at least thirty (30) days prior to anticipated use
- Dates of planned use do not exceed four (4) consecutive days
- Payment prior to use has been made
- Signed statement of athletic facility compliance
- Signed waiver of liability
- Arrangements for additional sanitation facilities, refuse and traffic control are approved by the City of Alvin
- Two Hundred Dollar \$200 Damage Deposit
- Contact person's name, title, address, best contact phone number(s), and email address

Name of Individual / Non-Alvin Sport Association

Contact Person Name

Date

Title

Address: _____

Phone: _____

Mobile: _____

Email: _____