

RESOLUTION 19-R-42

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, ADOPTING THE 2019 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 – 2019 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 2019 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 effect upon its adoption.

PASSED AND APPROVED on this the 21st day of November 2019.

CITY OF ALVIN, TEXAS

By: _____

Paul A. Horn, Mayor

ATTEST

By: _____

Dixie Roberts, City Secretary

CITY OF ALVIN

ALVIN SENIOR CENTER RULES AND REGULATIONS

PARKS AND RECREATION DEPARTMENT

2019 RULES AND REGULATIONS

EXHIBIT A to RESOLUTION 19-R-42

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. The Alvin Senior Center is also offered for rental space to Alvin community members.

ELIGIBILITY FOR SENIOR CITIZEN PROGRAMS

The Alvin Senior Center programs are designed for adults age 50 years of age and older living in the Alvin area, who are independent and can care for their own personal needs. In the event a participant needs a caregiver or attendant dedicated to their needs, that caregiver or attendant shall be allowed to accompany the participant at the sole expense and responsibility of the participant. The attendant shall be considered a separate participant. The spouse of a participant not meeting the age qualification of 50 years of age or older shall be allowed to accompany his/her spouse to any/all programs he/she has registered as a separate participant subject to any/all applicable fees/charges.

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/group representative 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 Manager.
- _____ 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 the Director of Parks and Recreation.
- _____ 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 reserved area will result in a forfeiture of the room rental deposit (if applicable) and/or subject to actual clean and 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 and City representative are responsible to check the reserved area before and after the rental period for damage and cleanliness.

- _____ 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 Manager of the Alvin Senior Center.
- E. Reservations shall be made by an adult (18 or older).
- F. Senior Center order of priority usage:
- Senior Center activities and programs.
 - Programs conducted and/or sponsored by the City.
 - Senior Group meetings/events
 - Room rentals and reservations.
2. 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.
3. 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
4. Fees - The rental fees for the Alvin Senior Center can be found in Chapter 28 of the Comprehensive Fee Ordinance. 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 shall be paid in full two (2) business days prior to rental date.
- Payment made within two (2) business days of rental date, excluding holidays, must be made in cash or credit card.

5. Senior Groups

A. Definition

A Senior group is defined by the Alvin Senior Center staff as an organization having at least ninety (90%) percent of its membership fifty (50) years of age or older with its mission or common purpose benefitting community members fifty (50) years of age or older in the Alvin area.

B. Determining Senior Center Use

Use of the Alvin Senior Center facilities shall be determined by “historical precedent” (Grandfather Clause). “Historical Precedent”, for the purpose of this document, is defined to mean “that particular senior group which has been first to establish a continued use of the Alvin Senior Center.”

These groups include:

- Alvin Area Retired Teachers
- Alvin Garden Club
- Alvin Museum Society
- Are You OK
- Bible Study
- Daytimers
- Gulf Coast Quilters Guild
- Lone Star Daylily Society
- Monsanto/Solutia Retiree Club
- Mustang Club
- Purple Cats Chapter Red Hat Society
- South Park Senior Adults
- U.S. Coast Guard Auxiliary; and
- Woodmen of the World

C. Benefits

(1) One (1) meeting/event per month at no cost within any room or combination of rooms within the Senior Center, includes access to audio / visual equipment.

(2) A separate second meeting/event is permissible at no cost providing it meets the following conditions:

- Open to the general public with no membership requirements
- provide a service or benefit to the Alvin area adults age fifty (50) or older
- Not conflict with scheduled Senior Center activities

If more than two (2) meetings/events are scheduled by a senior group during a calendar month, the senior group shall pay the applicable fees for the third or succeeding meeting/event.

(3) On Site Storage

- Items used by organizations on a regular basis may be stored at the Senior Center when and where space is available. Seasonal decorations used annually should be stored elsewhere.

- Food items shall be canned or securely packaged. Opened packages of food or condiments shall be removed immediately.
- No flammable items shall be stored. Flammable items include, but are not limited to; spray cans, hand sanitizer, acetone, WD40, matches, lighters and candles.
- All storage spaces should be cleaned out annually, overseen by Senior Center Staff
- The City of Alvin and the Alvin Senior Center are not responsible for loss or theft of items stored at the Center.
- No right of privacy
- Senior Center Staff reserves the right to change/modify storage availability

D. Expectations

- (1) Follow the Senior Center Rules and Regulations.
- (2) Notify Staff of Changes in contact information and change in reservation schedule

6. 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.

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

8. Meeting Room Facilities and Capacities:

- A. West side assembly room rental includes the room, bathrooms, and kitchen facilities and has a maximum capacity of 229 persons.
- B. East side assembly room rental includes the room space up to the bi-fold doors, bathrooms, kitchen facilities and has a maximum capacity of 80 persons.
- C. Exercise Room includes the room space from the bi-fold doors to the adjacent wall. This room may only be used in conjunction with an existing rental/reservation of the east side room and has a maximum capacity of 150 persons.
- D. Craft room and/or Board room includes the room, bathrooms, and has a maximum capacity of 25 persons per room . No kitchen facilities are provided.

9. Available Rental Times

West Side Assembly Room

Monday – Friday	7:30 AM – 10:30 PM
Saturday - Sunday	7:30 AM – 10:30 PM

East Side – Assembly Room

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

Craft Room and/or Board Room

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

10. 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.

11. Indemnification -The renter/group is responsible for the acts or omissions of the renter's/group's invitees, licensees, relatives, friends and their invitees or licensees. The renter/group 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/group, the renter's/group'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, insulting 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 or safety of others.
- (6) Harassing or intimidation of participants or staff with words, gestures, body language, or any menacing behavior.
- (7) Physical altercations with participants or staff.
- (8) Removal of another participant's or 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) Exhibiting illness, poor personal hygiene, and/or related conditions that may compromise the health or safety of others.
- (12) Clothing containing offensive language, inappropriate length or fit of clothing that shows undergarments or that is excessively revealing, including footwear.
- (13) 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

RENTAL OF AUDIO / VISUAL EQUIPMENT

\$ 40.00

Cancellation fee within two weeks

\$75.00

Refund Processing Fee

\$25.00