City of Alvin, Texas

Paul Horn, Mayor

Gabe Adame, Mayor Pro-tem, District E
Keko Moore, At Large Pos. 1
Joel Castro, At Large Pos. 2
Martin Vela, District A

Chris Vaughn, District B
Richard Garivey, District C
Glenn Starkey, District D

ALVIN CITY COUNCIL AGENDA
JUNE 16, 2022
7:00 P.M.
(Council Chambers)

Alvin City Hall, 216 West Sealy, Alvin, Texas 77511

Persons with disabilities who plan to attend this meeting that will require special services please contact the City Secretary's Office at 281-388-4255 or droberts@cityofalvin.com 48 hours prior to the meeting time. City Hall is wheelchair accessible, and a sloped curb entry is available at the south entrance to City Hall.

NOTICE is hereby given of a Regular Meeting and Executive Session of the City Council of the City of Alvin, Texas, to be held on **THURSDAY, JUNE 16, 2022**, at 7:00 p.m. in the Council Chambers at: City Hall, 216 W. Sealy, Alvin, Texas.

REGULAR MEETING AGENDA

1. CALL TO ORDER

2. INVOCATION AND PLEDGE OF ALLEGIANCE

3. PRESENTATION

A. Retirement Presentation – Mike Farmer, Alvin Police Department, 42 years of Service; Robert E. Lee, Chief of Police.

B. Proclamation – July 2022 as Parks and Recreation Month.

4. PUBLIC COMMENT

5. CONSENT AGENDA

A. Consider approval of the May 25, 2022, City Council Workshop meeting minutes.

B. Consider approval of the June 2, 2022, City Council meeting minutes.

C. Consider resignation from Senior Citizens Board member, Dorci Hill.

D. Consider Resolution 22-R-13, supporting Texas Transportation Commission action toward the expedited construction of "Segment B" of SH 99 (Grand Parkway) through the City of Alvin in Brazoria County; and setting forth other related matters thereto.

E. Consider the appointment of Belt Harris Pechacek, LLP as the City's auditors for the Fiscal Year ending September 30, 2022; and authorize the City Manager to sign the Auditor's Engagement Letter.

6. OTHER BUSINESS

A. Consider Resolution 22-R-14, adopting the 2022 Alvin Senior Center Rules and Regulations; establishing an effective date; and setting forth other matters related thereto.

B. Consider Resolution 22-R-15, revising the Athletic Facilities Policy for use of parks and recreational facilities; establishing an effective date; and setting forth other matters related thereto.

C. Discuss construction waste on residential property developments, collection services contract, inspections, and enforcement. *(Vela/Starkey)*

D. Consider, if any, requests from individual council members for an item or items to be placed on the upcoming agenda for the next regularly scheduled meeting.

7. REPORTS FROM CITY MANAGER

A. Items of Community Interest and review preliminary list of items for next Council meeting.

8. ITEMS OF COMMUNITY INTEREST

Pursuant to 551.0415 of the Texas Government Code reports or an announcement about items of community interest during a meeting of the governing body. No action will be taken or discussed.

A. Hear announcements concerning items of community interest from the Mayor, Council members, and City staff, for which no action will be discussed or taken.

9. EXECUTIVE SESSION

City Council will meet in Executive Session pursuant to:

A. **Section 551.072** of the Local Government Code: Deliberation regarding the purchase, exchange, lease, or value of real properties near 113 E. Sealy St.

B. **Section 551.071(1)(A)**: Consultation with City Attorney regarding pending or contemplated litigation or settlement for condemnation proceedings associated with a utility project or with Lift Station 23 Expansion project.

10. RECONVENE TO OPEN SESSION

A. Consider and take appropriate action, if any, from the Executive Session.

11. ADJOURNMENT

I hereby certify that a copy of this notice was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website: www.alvin-tx.gov, in compliance with Chapter 551, Texas Government Code, **on MONDAY JUNE 13, 2022, at 5:00 P.M**.

THE STATE OF TEXAS CITY OF ALVIN

Dixie Roberts

Dixie Roberts, City Secretary

Removal Date: ______________________

**** All meetings of the City Council are open to the public, except when there is a necessity to meet in Executive Session (closed to the public) under the provisions of Chapter 551, Texas Government Code. The Council reserves the right to convene into executive session on any of the above posted agenda items that qualify for an executive session by publicly announcing the applicable section of the Open Meetings Act, including but not limited to sections 551.071 (litigation and certain consultation with the attorney), 551.072 (acquisition of interest in real property), 551.073 (contract for gift to city), 551.074 (certain personnel deliberations), or 551.087 (qualifying economic development negotiations).**

Office of the Mayor, City of Alvin, Texas

Proclamation

WHEREAS, parks and recreation programs promote health and wellness, improving the physical and mental health of people who live near parks; and

WHEREAS, parks and recreation programs encourage physical activities by providing space for popular sports, hiking trails, swimming pools and many other activities designed to promote active lifestyles; and

WHEREAS, our parks and facilities utilize the natural landscape and provide rich experiences and memories that our dedicated professionals make happen every day; and

NOW, **THEREFORE**, I, Paul A. Horn, as Mayor of the City of Alvin, Texas and on behalf of the City Council do hereby proclaim the month of **July 2022 as**:

Parks & Recreation Month

in the City of Alvin and encourage citizens to "Rise Up for Parks and Recreation" programs, which help to build a healthy and active community.

WITNESS my hand and seal this 16th day of June 2022.

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Paul A. Horn, Mayor

MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
CITY COUNCIL WORKSHOP
TUESDAY MAY 25, 2022
6:30 P.M.

CALL TO ORDER

BE IT REMEMBERED that, on the above date, the City Council of the City of Alvin, Texas, met in a Workshop Session at 6:30 p.m. in the first floor Conference Room at City Hall, with the following members present: Mayor Pro-Tem Gabe Adame; Councilmembers: Martin Vela, Keko Moore, Glenn Starkey, Richard Garivey, and Chris Vaughn.

Staff members present: Junru Roland, City Manager; Suzanne Hanneman, City Attorney; Dixie Roberts, Assistant City Manager/City Secretary; Dan Kelinske, Director of Parks and Recreation; Brandon Moody, Director of Public Services; Michelle Segovia, City Engineer; and Robert E. Lee, Police Chief.

WORKSHOP BUSINESS

Discuss Chapter 23½ - Townhouses, Condominiums, and Patio Homes and Chapter 21-110 Planned Unit Developments of the Alvin Code of Ordinances.

Council member Vela is concerned that developers will come in and do the bare minimum in regard to lot sizes and green space. He feels the biggest complaint is lot size and the ordinance allows for 0 lot lines in reference to Patio homes, which he feels should not be allowed. Michelle Segovia, City Engineer, specified that Patio Homes are designed with those dimensions because those buyers want smaller lots, and the ordinance addresses those homes specifically. Suzanne Hanneman, City Attorney, explained why developer agreements are important to address these concerns and negotiate for the amenities desired. She expressed caution in changing the ordinance because it may create an increase in variance requests from developers. Council member Vela expressed concern that had in the development of Build to Rent homes. Brandon Moody, Director of Public Services, explained in comparison to other cities our minimum standard for lot size is lower, and developers will base their decisions on what they think is marketable in the Alvin community. It was suggested that this can be remedied by creating a limit on density percentage. The recommendation from Ms. Segovia is 4 units per acre or 30% of total acreage, whichever is less. The question of abolishing Patio Homes entirely was also raised. The consensus was for Ms. Segovia to prepare a recommendation for consideration for a future council meeting. Also recommended possibly an ordinance to require wider lots being brought to future workshop for further discussion.

Discuss storage containers and similar materials that create nuisances.

The concern was raised by Council member Vela that owners are putting Conex or similar storage structures on the back of their properties and possibly renting them out or using them for habitation or office space. It was suggested that the law be reviewed on how the City of Alvin can address such.

Discuss the City’s Extraterritorial Jurisdiction (ETJ).
Council member Vela has concerns about releasing our enforcement of ETJ and not having a say in future developments. Discussion was had on the factors to be considered. City Attorney, Suzanne Hanneman, mentioned the city and county being on the same page regarding how the ETJ should be handled. There was also discussion on the benefits of releasing the city’s ETJ in regard to saving staff time on land that is not producing tax revenue for the City of Alvin. Staff will bring the release a portion of Alvin’s ETJ inside of Iowa Colony (referred to as the purple area on maps provided in the workshop) to City Council for consideration at a future meeting.

ADJOURNMENT
Mayor Pro Tem Adame adjourned the meeting at 7:58 p.m.

PASSED and APPROVED the 16th day of June 2022.

____
Paul A. Horn, Mayor

ATTEST:

____
Dixie Roberts, City Secretary

MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
REGULAR CITY COUNCIL MEETING
THURSDAY JUNE 2, 2022
7:00 P.M.

CALL TO ORDER

BE IT REMEMBERED that, on the above date, the City Council of the City of Alvin, Texas, met in Regular at 7:00 P.M. in the Council Chambers at City Hall, with the following members present: Mayor Paul A. Horn; Mayor Pro-Tem Gabe Adame; Councilmembers: Keko Moore, Joel Castro, Glenn Starkey, Richard Garivey, and Chris Vaughn**.**

Staff members present: Junru Roland, City Manager; Suzanne Hanneman, City Attorney; Dixie Roberts, Assistant City Manager/City Secretary; Michael Higgins, Chief Financial Officer; Michelle Segovia, City Engineer; Brandon Moody, Director of Public Services and Tim Hubbard, Police Captain.

INVOCATION AND PLEDGE OF ALLEGIANCE

Council member Glenn Starkey gave the invocation. Council member Castro led the Pledge of Allegiance to the American Flag. Council member Garivey led the Pledge to the Texas Flag.

PUBLIC HEARING

Second of two (2) public hearings to receive comments on the review of Chapter 15 of the Alvin Code of Ordinances, Offenses and Miscellaneous Provisions, Article IV, Curfew Hours for Juveniles.

Texas Local Government Code (TLGC) Section 370.002 requires the governing body to review a juvenile curfew ordinance every three (3) years and to review the ordinances effect on a community. Before City Council can consider the adoption of said ordinance TLGC 370.002 requires that the governing body hold two (2) public hearings. In the last three (3) years, the existence of the curfew ordinance allowed officers the ability to stop and identify unaccompanied juveniles and notify parents or legal guardians to ensure that these minors were picked up/delivered into the hands of a responsible adult. In some cases, the parent/guardian had no idea that the juvenile was absent from adult oversight. The overarching intent of the ordinance is to provide for the safety of juveniles, to curb the commission of juvenile crime, and to maintain the general peace of the City during curfew hours.

The curfew hours are Sunday to Thursday 11:00 p.m. to 6:00 a.m. the following day, and 12:01 a.m. to 6:00 a.m. on any Saturday and Sunday. These hours apply to juveniles ten (10) years of age or older and under seventeen (17) at the time of the violation. The juvenile and/or the parent may be charged with a violation, as well as any owner, operator or employee of any establishment that knowingly violates this ordinance.

Some of the exceptions (defenses) to the ordinance include being accompanied by parent or guardian, traveling to/from place of employment (direct route), emergency, school/religious/government activity, and on an errand for a parent/guardian with written permission. The cities of Manvel, Angleton, League City, Webster, Pearland, and Friendswood, all have juvenile ordinances in place currently.

The juvenile curfew ordinance was last adopted on or about June 6, 2019, and staff recommends no changes to the ordinance.

This is the second of two (2) required public hearings the first of which was held on May 19, 2022, with no comments made from the public. Notification was advertised in the Alvin Sun and on the City's website. After the *conclusion of the second public hearing, City Council will consider the adoption of this ordinance under the Consent portion of this agenda.*

Mayor Horn opened the public hearing at 7:01 p.m. There were no comments made. Mayor Horn closed the public hearing at 7:02 p.m.

PUBLIC COMMENT

Eugene Bauer presented comments regarding the sound not operating properly on the recent City Council meeting broadcast. He also presented comments regarding city oversight of contractors.

CONSENT AGENDA: CONSIDERATION AND POSSIBLE ACTION

Consider approval of the May 10, 2022, City Council Workshop meeting minutes.

Consider approval of the May 19, 2022, City Council meeting minutes.

Consider Ordinance 22-KK, re-enacting and continuing Ordinance 19-N, Chapter 15, Offenses and Miscellaneous provisions, Article IV, Curfew Hours for Juveniles, enacted on or about June 6, 2019; and setting forth other provisions related thereto.
Texas Local Government Code Section 370.002 requires the City Council to review a juvenile curfew ordinance every three (3) years and to review the ordinances effect on a community. In the last three (3) years, the existence of the curfew ordinance allowed officers the ability to stop and identify unaccompanied juveniles and notify parents or legal guardians to ensure that these minors were picked up/delivered into the hands of a responsible adult. In some cases, the parent/guardian had no idea that the juvenile was absent from adult oversight. The overarching intent of the ordinance is to provide for the safety of juveniles, to curb the commission of juvenile crime, and to maintain the general peace of the City during curfew hours.

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Some of the exceptions (defenses) to the ordinance include being accompanied by parent or guardian, traveling to/from place of employment (direct route), emergency, school/religious/government activity, and on an errand for a parent/guardian with written permission.

The cities of Manvel, Angleton, League City, Webster, Pearland, and Friendswood, all have juvenile ordinances in place currently. Two public hearings were held recently as required by law. Staff recommends approval of Ordinance 22-KK. No changes are recommended to the ordinance.

Consider Ordinance 22-II, amending Chapter 28, Comprehensive Fees, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending certain rates and fees for City services; providing for severability; and setting forth other provisions related thereto.
On January 15, 2022, Mr. Ron Cox facilitated a workshop with City Council, wherein staff recommended various ordinances that needed to be amended. The months to follow, City Council adopted the amendments to the ordinances, which subsequently necessitates amending the fees related to the amended ordinances. Staff requests council to adopt Ordinance 22-II, which amends Chapter 28, Comprehensive fees. The proposed changes to Chapter 28, Code of Ordinance include:

Animals and Fowl Code of Ordinance (amended by Council 04/07/22)
Proposed Change(s) to Comprehensive Fee Ordinance include:
•Increasing the impound fee from $10 to $15 each day to offset the cost of vaccinating, deworming, and providing flea prevention to animals at in-take (or as close to in-take as possible).

•Increasing the quarantine fee from $100 to $150 for each 10th day of impoundment.
- *The $5/day increase is to subsidize costs associated with quarantining (food/supplies/staff etc.)*

•Adding 30-day Permit fee to sell animals.
- *This fee is proposed to discourage the "wrong" kind of breeding. Unsterilized animals who are allowed to roam free are contributing to the overpopulation of unwanted pets and there is currently no recourse for those continuing to allow their pets to breed. In addition, to the overpopulation, these practices (or lack of practices) also lead to sick pets being rehomed to unsuspecting people. People who tend to allow their pets to roam and reproduce do not typically vaccinate, deworm, or provide any medical care prior to abandoning, selling, or giving away the litters. Staff isn't necessarily against breeding but do believe there should be some regulations to protect our community from purchasing or being given a diseased animal. Overbreeding is also extremely detrimental to a female's health and can cause a host of medical issues. Requiring a permit to sell animals in our city would be a way for us to help ensure the animals are being provided proper care and not being used as "puppy mills". The permit applicant would be required to provide proof of rabies inoculation for each animal to be sold.*

•Removing the $45 fee for both mother and litter being relinquished to the shelter and charge on a per animal basis. The current $45 fee does not begin to cover costs associated with caring for a litter. Each animal is dewormed, vaccinated, and provided with flea medication. Litters cannot be adopted out until they are at least eight weeks old, so staff often cares for them for several weeks. The mothers sometimes need specialty food so she can produce appropriate amounts of milk to feed her young litter. Once the litters are weaned, they require kitten/puppy food and milk supplements to ensure they are receiving proper nutrition. Our current relinquishment fee is $30 for resident or $45 for non-resident per animal and to subsidize costs, the fee should apply to litters individually rather than one fee for the entire litter.

Alcohol Code of Ordinance (amended by City Council 03/17/2022)
Proposed Changes to Comprehensive Fee Ordinance include:
•Amending Alcohol License fees to match fees as prescribed by Texas Alcohol and Beverage Commission.

- *The beer license fees as currently listed in Chapter 28 Comprehensive Fee Ordinance were adopted many years ago when there were only a handful of TABC licenses. To date, there are several different types of licenses offered as prescribed by State law and as approved by a Local Option Election.*

Building Code of Ordinance (amended by City Council on 03/17/2022)
Proposed Change(s) to Comprehensive Fee Ordinance include:
•Separating commercial and residential permit and inspection fees.

- *The State Law changed where we can no longer base permit fees on the cost of the work for any residential construction. Our existing fee structure for Residential and Commercial Projects is based on the cost of the construction being done and therefore the need to separate out residential. We researched other cities for the items like re-roofs, siding, window replacement, etc. and we determined a price per square foot that was approximately equal to what our current fee structure would yield for new residential structures and additions/remodels.*

Municipal Court Code of Ordinance (amended by City Council on 02/03/2022)
Proposed Change(s) to Comprehensive Fee Ordinance include:
•Removing the Municipal Court Security Fee. Court fees are now authorized through the codification of Texas state law.

Private Watchman Code of Ordinance (amended by City Council on 04/07/2022)
Proposed Change(s) to Comprehensive Fee Ordinance include:
•Removing the Private Watchman application fee. Chapter 18 Private Watchman was removed from the Code of Ordinances

Signs Code of Ordinance (amended by City Council on 03/03/2022)
Proposed Change(s) to Comprehensive Fee Ordinance include:

•Adding a $10 permit fee for feather flags.

<u>Taxi Code of Ordinance (amended by City Council on 04/07/2022)</u>
Proposed Change(s) to Comprehensive Fee Ordinance include:
•Removing the permit fee for Call Stands, call stands are antiquated and were removed from Chapter 23 Code of Ordinance.

<u>Water and Sewer Code of Ordinance (amended by City Council on 03/03/2022)</u>
Proposed Change(s) to Comprehensive Fee Ordinance include:
•The fees are being removed in association with the "former" front foot charge program.
- *The extension of water and sewer lines under front foot charge program was deleted from the City's Water & Sewer Code of Ordinance as utility extensions are completed by the developers or property owners at their expense for their commercial, multi family, and residential developments.*

<u>Wrecker Code of Ordinance (amended by City Council on 04/07/2022)</u>
Proposed Change(s) to Comprehensive Fee Ordinance include:
- *Amending wording to clarify annual permit fee for 1st emergency auto wrecker ($100.00) and fee for each additional emergency auto wrecker ($100.00).*

<u>Consider Resolution 22-R-12, authorizing the payment of the five ($0.05) cents per capita to the Gulf Coast of Coalition of Cities to fund regulatory and related activities related to electric and gas utility service; and other matters related thereto.</u>
The City of Alvin has been a member of the Gulf Coast Coalition of Cities (GCCC) since 2012. GCCC has been the primary public interest advocate before the Public Utility Commission, ERCOT, the Courts, and the Legislature on electric utility regulation matters for nearly two decades. There are non-reimbursable proceedings, rulemakings, and legislative efforts impacting the rates charged within the City. It is possible that additional efforts will be necessary on new issues that arise during the year, and it is important that GCCC be able to fund its participation on behalf of its member cities.

When needed, a per capita assessment has historically been used, and is a fair method for the members to bear the burdens associated with the benefits received from that membership. GCCC uses the population information on the TML website in order to determine assessments. In 2021, the assessment was seven cents ($0.07) per capita, and the population was 26,827, for a total of $1,877.89. With the current population of 27,140, the City of Alvin's shared cost will be $1,357.00. Staff recommends approval or Resolution 22-R-12.

<u>Consider a final plat of Watermark Section 2A (located along the east side of Bypass 35 between House Street and South Street), a subdivision of 12.468 acres of land situated in the B.B.B. & C.R.R. Co. Survey, Abstract 159, City of Alvin, Brazoria County, Texas.</u>
On April 25, 2022, the Engineering Department received the final plat of Watermark Section 2A for review. The property is located along the east side of Bypass 35 between House Street and South Street. This final plat consists of 41 single-family residential lots, 2 reserves, and 1 block, and complies with the City of Alvin's Subdivision Ordinance. The City Planning Commission unanimously approved the plat at their meeting on May 17, 2022.

The master preliminary plat of Watermark was approved by City Council on October 21, 2021. Staff recommends approval of the plat.

<u>Consider resignation from Planning Commission member, Dale Jones.</u>
The City Secretary's office received email confirmation from Mr. Jones to resign from the Planning Commission for his term ending on December 31, 2024. This agenda item is the formal acceptance of his resignation. Mr. Jones stated his work obligations have changed and his time will spent traveling more for work. City Council made two appointments to the Commission at the May 19, 2022, which will fill this vacancy. No further action is needed.

Council member Adame moved to approve the consent agenda as presented. Seconded by Council member Starkey; motion carried with all members present voting Aye.

OTHER BUSINESS

Discuss the Alvin Code of Ordinances Appendix A, Article 5 (Provisions for Flood Hazard Reduction) and Appendix A, Article 4 Section D (Variance and Appeal Procedures). (Adame/Moore)

At the May 19, 2022, City Council meeting, Mr. David Abbey, addressed City Council and asked that they consider adding a variance process to Ordinance 20-BB, Flood Damage Prevention (Appendix A to the Alvin Code of Ordinances). A variance provision is currently listed within the City's ordinance, and states that such requests are to be considered by the Building Board of Adjustments and Appeals. Appeals to the BBOAA's decision are directed to a court of competent jurisdiction. Council member Adame and Council member Moore asked that this item be brought before City Council for discussion. Attached you will find the Appendix A Flood Damage Prevention / Article 4 / Section B. Specific Standards, and Section D. Variance and appeal procedures. Michelle Segovia, City Engineer will give a brief presentation on Appendix A.

Michelle Segovia, City Engineer, presented information on this item. Ms. Segovia explained the ordinance and the variance process currently in place. She further explained how a variance request is heard before the Building Board of Adjustments and Appeals and how a decision from that board can be appealed. FEMA will issue Flood insurance policies as long as the city is a part of the National Flood Program and adheres to the guidelines stipulated by the Federal Government. The revision of this ordinance, which was adopted in 2005, goes above and beyond the FEMA requirements. She explained how critical it is that the City of Alvin follows the ordinance in place in order to remain in the National Flood Program. This allows residents to purchase federally backed National Flood Insurance policies rather than private flood insurance, which can be more expensive. Periodically, FEMA conducts audits of all the permitted structures in the city. These audits also review any variances that have been approved and frequently require explanation of how those variances were justified. Ms. Segovia explained how Mr. Abbey's request was different from his neighbor's request in 2014 and how it was not justifiable to approve this variance according to the standards currently in place.

Members of City Council thanked Ms. Segovia for the explanation.

Discuss construction waste on residential property developments, collection services contract, inspections, and enforcement. (Vela/Starkey)

This is a discussion item placed on the agenda at the request of City Council member Vela, seconded by City Council member Starkey at the May 19, 2022, meeting.

In Council member Vela's absence, this item will be postponed and moved to the next meeting for discussion.

Discuss the cost associated with increasing the residential solid waste collection from one (1) time per week to two (2) times per week.

Council member Adame asked that staff review the cost associated with increasing residential garbage collection to two (2) times per week. Information will be presented and discussed during the meeting. Texas Pride will be at the meeting to discuss available options.

Kevin Atkinson, with Texas Pride Disposal, presented information on this item before Council. Council member Adame commented that he understands one of the factors considered in making the decision for only one time per week was the wear and tear on city streets. Mr. Atkinson explained how the Gulf Coast as compared to other regions tends to prefer the twice a week schedule rather than only once a week due mostly to the heat and humidity. He explained that in order to accommodate an additional pick up per week, the 4-day schedule would have to be extended to a 6-day schedule. With that schedule, half the recycling would be picked up on Wednesday's and the other half on Saturday's. The rate increase could be anywhere from $2.50 to $5.00 per home per month depending on the option City Council authorizes. Council member Adame stated that he wants the most economical option for the citizens in providing this twice a week pickup. Mr. Atkinson gave examples from other cities Texas Pride services and how those options could be implemented in Alvin. Discussion was had on how the opinions of the residents and possible survey options. Mayor Horn and members of City Council thanked Mr. Atkinson for all that Texas Pride does.

Consider, if any, requests from individual council members for an item or items to be placed on the upcoming agenda for the next regularly scheduled meeting.
There were no items requested.

REPORTS FROM CITY MANAGER
Items of Community Interest and review preliminary list of items for next Council meeting. Mr. Junru Roland announced items of community interest; and reviewed the preliminary list for the June 16, 2022, City Council Meeting

ITEMS OF COMMUNITY INTEREST
Hear announcements concerning items of community interest from the Mayor, Council members, and City staff, for which no action will be discussed or taken.
Council member Garivey and Castro extended kudos and thanks to the Police Department in handling the incident on Coombs St today (6/2/22).

Council member Starkey mentioned comments being disabled on social media in reference to the survey about the city logo.

Mayor Horn mentioned the Grand Parkway that is progressing and how important he feels it is to have a resolution that says the City of Alvin supports the building of the Grand Parkway through Alvin.

ADJOURNMENT
Mayor Horn adjourned the meeting at 7:39 p.m.

PASSED and APPROVED the 16th day of June 2022.

____
Paul A. Horn, Mayor

ATTEST: __________________________
Dixie Roberts, City Secretary

AGENDA COMMENTARY

Meeting Date: 6/16/2022

Department: City Secretary **Contact:** Dixie Roberts, ACM/City Secretary

Agenda Item: Consider resignation from Senior Citizen Board member Dorci Hill.

Type of Item: ☐Ordinance ☐Resolution ☐Contract/Agreement ☐Public Hearing ☐Plat ☐Discussion & Direction ☒Other

Summary: The City Secretary's office received email confirmation from Dorci Hill to resign from the Senior Board for her term ending on December 31, 2022. This agenda item is the formal acceptance of her resignation.

Ms. Hill is moving to Kemah, Texas, and will be outside of the Alvin area.

City Council can appoint a new member at a future meeting to fill this vacancy.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒ **Budgeted Item:** Yes ☐ No ☒ N/A ☐

Funding Account:__________ **Amount:** __________ **1295 Form Required?** Yes ☐ No ☒

Legal Review Required: N/A ☒ Required ☐ **Date Completed:** 6/8/2022 SLH

Supporting documents attached:

- Resignation letter from Ms. Hill

Recommendation: Move to accept the resignation from Senior Citizen Board member, Dorci Hill.

Reviewed by Department Head, if applicable ☐
Reviewed by City Attorney, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☐
Reviewed by City Manager ☒

From: dorci hill >
Date: June 15, 2022 at 6:10:50 PM CDT
To: JOHN BURKEY
Subject: Re: Parks and Recreation Month - Proclamation

Hello John!

I am tendering my resignation to the Alvin Senior Advisory Board effective immediately due to moving out of the city limits of Alvin.

I thoroughly enjoyed being a member of this board and getting to know the other members.

I offer all my very best to all the board in their future endeavors on behalf of the Senior of Alvin.

Thank you for everything the past almost 2 years!

All my very best,

Dorci Hill Sent from my iPhone

AGENDA COMMENTARY

Meeting Date: 6/16/2022

Department: Administration **Contact:** Dixie Roberts, ACM/CS

Agenda Item: Consider Resolution 22-R-13, supporting Texas Transportation Commission action toward the expedited construction of "Segment B" of SH 99 (Grand Parkway) from south of Alvin in Brazoria County to Interstate 45 in Galveston County; and setting forth other related matters thereto.

Type of Item: ☐Ordinance ☒Resolution ☐Contract/Agreement ☐Public Hearing ☐Plat ☐Discussion & Direction ☐Other

Summary: The Texas Department of Transportation (TxDOT), under direction of the Texas Transportation Commission (TCC), continues to design and construct segments of State Highway 99 (Grand Parkway). The City of Alvin, along with County Commissioner Stacy Adams, County Judge Matt Sebesta, and with the additional leadership of State Representative Ed Thompson House District 29, have been meeting with TxDOT Officials for approximately seven years. Segment B is better described as running from Interstate 45 toward SH 35 and on to SH 288 near Rosharon through Galveston and Brazoria Counties. The purpose is to help advance the final design and construction of Segment B that will go through Brazoria and Galveston Counties. With the Texas Legislature starting their 87th Legislative Session in 2023, we are hopeful that a renewed push will be launched to gain legislative support to help expedite Segment B through the counties. Mayor Paul Horn plans to appear before the Texas Transportation Commission as done during the last legislative session to discuss this important matter and deliver a request on behalf of the City of Alvin. Mayor Horn has also reached out to surrounding jurisdictions requesting letters and/or resolutions to the (TCC) in support of expediting this project. Staff recommends approval of Resolution 22-R-13.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒ **Budgeted Item:** Yes ☐ No ☐ N/A ☒

Funding Account: ____________ **Amount:** ____________ **1295 Form Required?** Yes ☐ No ☒

Legal Review Required: N/A ☐ Required ☐ **Date Completed:** 6/8/2022 SLH

Supporting documents attached:

- Resolution 22-R-13

Recommendation: Move to approve Resolution 22-R-13, supporting Texas Transportation Commission action toward the expedited construction of "Segment B" of SH 99 (Grand Parkway) from south of Alvin in Brazoria County to Interstate 45 in Galveston County; and setting forth other related matters thereto.

Reviewed by Department Head, if applicable ☐
Reviewed by City Attorney, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☐
Reviewed by City Manager ☒

RESOLUTION NO. 22-R-13

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, SUPPORTING TEXAS TRANSPORTATION COMMISSION ACTION TOWARD THE EXPEDITED CONSTRUCTION OF "SEGMENT B" OF SH 99 (GRAND PARKWAY) FROM SOUTH OF ALVIN IN BRAZORIA COUNTY TO INTERSTATE 45 IN GALVESTON COUNTY; AND SETTING FORTH OTHER RELATED MATTERS THERETO.

WHEREAS, the City recognizes the important work Texas Department of Transportation (TxDOT) performs for the State of Texas including the advancement of transportation projects within Brazoria County; and

WHEREAS, "Segment B" of SH 99 (The Grand Parkway) in Brazoria County currently has full environmental clearance and TxDOT agrees that the Grand Parkway is a top priority for the State of Texas and has made progress in the Houston region; and

WHEREAS, in 2008, the Houston-Galveston Transportation Policy Council (TPC), under the Houston-Galveston Metropolitan Planning Organization (MPO) approved Resolution 2008-08, SH 99 (Grand Parkway) Business Terms and Conditions for the Houston-Galveston Transportation Management Area; and

WHEREAS, in 2009 TxDOT and the counties of Brazoria, Chambers, Fort Bend, Galveston, Harris, Liberty, and Montgomery entered into a Market Valuation Waiver Agreement that set out the scope for the development of The Grand Parkway; and

WHEREAS, the Market Valuation Waiver Agreement states revenues from the Grand Parkway shall not be used for any other purpose until the ultimate project scope is completed; and

WHEREAS, the City supports the expedited construction of "Segment B" of SH 99 (Grand Parkway) as it will provide for added safety and needed aid in relieving congestion to the City of Alvin and surrounding areas of Brazoria and Galveston Counties; and

WHEREAS, the City acknowledges that "Segment B" is another critical hurricane evacuation route for coastal communities; and

WHEREAS, the City acknowledges that the population growth within Alvin and the surrounding areas of Brazoria County, Texas is increasing at a rapid rate requiring the much-needed infrastructure to accommodate this growth; and

WHEREAS, the construction of "Segment B" of SH 99 (Grand Parkway) will provide better thoroughfare planning through this part of Brazoria and Galveston Counties and will have a positive impact on the current economic growth in this region; and

WHEREAS, the City of Alvin strongly supports and advocates for the allocation of funding and continued planning and construction of Segment B of SH 99 (The Grand Parkway) through Brazoria County and respectfully requests that TxDOT take any and all actions needed in order to see that this essential transportation project remains at the forefront of the Uniform Transportation Plan to safeguard the safety, security and quality of life for the many citizens living in this region of the state of Texas.

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

Section 1. Findings. The foregoing recitals arc 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. 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, Chapter 551 of the Texas Government Code.

PASSED and APPROVED on the 16th day of June 2022.

THE CITY OF ALVIN, TEXAS	**ATTEST**
______________________________	______________________________
Paul A. Horn, Mayor	Dixie Roberts, City Secretary

AGENDA COMMENTARY

Meeting Date: 6/16/2022

Department: Finance **Contact:** Michael Higgins, Dir. Admin. Svcs.

Agenda Item: Consider the appointment of Belt Harris Pechacek, LLP as the City's auditors for the Fiscal Year ending September 30, 2022; and authorize the City Manager to sign the Auditor's Engagement Letter.

Type of Item: ☐Ordinance ☐Resolution ☐Contract/Agreement ☐Public Hearing ☐Plat ☐Discussion & Direction ☒Other

Summary: Chapter 103 of the Texas Local Government Code requires cities to have its records and accounts audited, and an annual financial statement prepared based on the audit. Belt Harris Pechacek, LLP (BHP) has served as the City's independent auditors since FY09. BHP is proposing a base estimated fee of $52,550 for the City's FY22 financial statement audit; with an additional single audit* one program base fee of $9,335.

Staff is requesting that City Council approve the engagement of BHP to provide auditing services for FY22. By engaging BHP for FY21, the City retains an audit firm that is extremely knowledgeable of the City's accounting and internal controls.

BHP's Prior Fiscal Year Engagement Fees
Base audit fee: $44,850 + $8,725 for single audit one program.

FY22 Base Audit Fees for Comparative Cities
Lake Jackson: $54,500
Webster: $48,875
Friendswood: $43,866
La Porte: $62,500
Deer Park: $47,990

* A "single audit" is additional auditing procedures that are required if the City expends over $750,000 of federal (grant) funds in a fiscal year. The City has met this threshold for FY22 so this single audit fee will be included.

Funding Expected: Revenue ☐ Expenditure ☒ N/A ☐ **Budgeted Item:** Yes ☒ No ☐ N/A ☐

Funding Account: __________ **Amount:** __________ **1295 Form Required?** Yes ☒ No ☐

Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 06/13/22 SLH

Supporting documents attached:

- Auditor's Engagement Letter

Recommendation: Move to appoint Belt Harris Pechacek, LLP as the City's auditors for the Fiscal Year ending September 30, 2022; and authorize the City Manager to sign the Auditor's Engagement Letter.

Reviewed by Department Head, if applicable ☐
Reviewed by Chief Financial Officer, if applicable ☒
Reviewed by City Attorney, if applicable ☒
Reviewed by City Manager ☒

Engagement Letter - Single Audit

June 6, 2022

Mr. Junru Roland, City Manager
City of Alvin
216 West Sealy Street
Alvin, Texas 77511-2341

We are pleased to confirm our understanding of the services we are to provide for the City of Alvin (the "City") for the year ended September 30, 2022.

Audit Services

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, the aggregate remaining fund information, and the disclosures, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City as of and for the year ended September 30, 2022.

The component units will be audited as part of the audit of the financial statements of the City as noted below:

1. Tax Increment Reinvestment Zone Number One: Blended, No Separate Financial Statements
2. Tax Increment Reinvestment Zone Number Two: Blended, No Separate Financial Statements
3. Tax Increment Reinvestment Zone Number Three: Blended, No Separate Financial Statements
4. Kendall Lakes TIRZ Redevelopment Authority: Blended, Separate Financial Statements

Accounting standards generally accepted in the United States of America (GAAS) provide for certain Required Supplementary Information (RSI), such as Management's Discussion and Analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with GAAS. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles (GAAP) and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Budgetary Comparison Schedule(s)
3. Pension Schedule(s) as applicable
4. OPEB Schedule(s) as applicable

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditors' report on the financial statements:

1. Combining Statement(s) and Schedule(s)
2. Budgetary Comparison Schedule(s)
3. Schedule of Expenditures of Federal Awards

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

1. Introductory Section
2. Statistical Section

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditors' report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objective also includes reporting on---

1. Internal control over financial reporting and compliance with the provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

2. Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (the "Uniform Guidance").

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the

Uniform Guidance, and other procedures we consider necessary to enable us to express such an opinion.

Auditors' Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an avoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

Audit Procedures-Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures-Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related disclosures of the City in conformity with GAAP and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards.*

We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related disclosures services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Nonaudit Services

In connection with the engagement, we will perform services unrelated to our attest function. The additional services we will provide include:

1. **Preparation of Documents**
   We will assist in preparing the financial statements and related notes of the City in conformity with GAAP based on information provided by the City.
2. **Advisory Services**
   We will provide routine advisory services through phone calls, conferences, or otherwise, in connection with incidental matters arising during the year. We encourage open lines of communication throughout the year as part of our services.
3. **Correspondence**
   We will handle all normal correspondence from grantor, regulatory, or oversight agencies related to the audit.
4. **Professional Proofing**
   To ensure documents issued in connection with the audit engagement are professional in appearance, we will submit both client-prepared information, as well as documents created entirely by the auditor, to an independent professional proofreader for a cover-to-cover inspection. This review will include consistent formatting, grammar, logic, and any other items that may detract from the document. This process is over and above technical reviews performed.
5. **Printing and Binding**
   All final hard copy documents will be printed on a 1200 dpi or better resolution copier and bright white report paper. Reports will be bound with GBC-brand plastic combs with 30 mil oversized covers. We will manually inspect each page from one document and spot check remaining reports for printing errors. Our

reports will be centered, properly aligned, and free of smudges and other detracting elements.

6. **Electronic Adobe Searchable PDF**
   In addition to providing hard copy documents, we will also provide all final documents in electronic image files in Adobe PDF format, suitable for posting in electronic agenda packages, posting on websites, or transmitting by email to regulatory agencies.
7. **Client Portal - Auditbox**
   We will provide the City access to our proprietary AuditBox online site to provide a central repository where both the City's personnel and audit team members can see documents being exchanged during the process to eliminate duplicate requests from audit team members. Both the City's documents, as well as final audit documents, will be hosted on the site providing an archive of information that new personnel may access in subsequent years, if information is needed regarding what was provided for a prior year audit or a copy of audit documents issued.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with GAAP; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making drafts of financial statements, all financial records and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which we are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review prior to the beginning of our audit fieldwork.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, on which we have been engaged to report, in conformity with GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities for the financial statements preparation, schedule of expenditures of federal awards, related disclosures, and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Belt Harris Pechacek, LLLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to any oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Belt Harris Pechacek, LLLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the oversight agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Fees for our services are based on the actual time spent at our standard hourly rates, plus travel and other out-of-pocket costs such as report production, word processing, postage, etc. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Items that likely will increase the fee estimate include:

1. Assistance with addressing matters that were designated as management's responsibility, which include closing schedules and closing entries.

2. Submission of audit data within 60 days of a client requested completion date or filing deadline, requiring overtime hours to meet the deadline.

3. Changes in accounting pronouncements, professional standards, laws, and regulations not known to us as of the date of this letter that have a significant impact on time requirements.

4. Changes in the operations and significant matters that materially change the audit scope such as evaluation of the impact of joint ventures, debt issuance/refunding/advance extinguishment, forbearance agreements, notice of material events, enforcement actions, required corrective actions, self-insurance, environmental liabilities, going concern, and/or other postemployment benefits.

5. Significant increases in State or Federal funding requiring State and/or Federal Single Audits and/or increases to the number of grants classified as major programs by Office of Management and Budget (OMB) or State requirements.

6. Follow up on allegations or discovery of a) noncompliance with laws, regulations, and policies; b) fraud, waste, and abuse; c) significant deficiencies in internal control; d) nepotism; and e) related party transactions.

As customary in the industry, the price quoted is an estimate. In accordance with rules of the State Board of Public Accountancy, we cannot be bound to provide the audit for the amount estimated. However, in practice, we honor our fee quotes unless adverse conditions such as those described above are encountered.

Fee Estimates

	2022
Financial Statement Audit - ACFR	$ 52,550
Single Audit - Basic Procedures	$ 4,120
Single Audit - Per Major Program	$ 5,215

GASB Statement 87

Governmental Accounting Standards Board Statement 87, *Leases* ("GASB 87") takes effect this year. GASB 87 essentially requires that all leases that finance the right to use an underlying asset should be reported on the balance sheet for both the lessor and lessee. Unlike other accounting standards changes, GASB 87 will require management to evaluate the impact, plan for the impact, and make necessary changes in business processes. Implementation of

GASB 87 will generally require centralized lease document management; in-depth review of lease documents; recording and tracking of multiple data points per lease, which may necessitate new software based on the volume of leases; and development of new controls, reconciliations, and policies and procedures. Management needs to begin making initial assessments immediately to determine the lead time and resources needed. Management needs to identify all leases as both the lessor (leasing to someone-landlord-receivable) and lessee (leasing from someone-tenant-payable) in which the term initially exceeded 12 months. Based on the aggregate value of leases and materiality, management should determine a cutoff for exclusion of insignificant leases. Management should establish the goal of being fully implemented at the earlier of interim audit procedures or 60 days prior to year end to provide for a sufficient buffer to safeguard against delay in issuing the financial statements. If management is not prepared by the regularly scheduled start date for the audit, the options will be to receive a modified audit opinion, for us to withdraw from the engagement, or to reschedule the engagement to the end of the government audit season, April 2023. The number of leases that an organization has will likely be grossly underestimated and the time requirement to assemble and evaluate documents understated. Accordingly, **it is imperative to begin the GASB 87 lease process early to avoid negative impact.**

Our fee estimate does not include any additional time to prepare required data and disclosures or to perform audit procedures as the number and types of leases varies significantly by organization. Time associated with GASB 87 will be tracked and billed separately. It is imperative that the GASB 87 work be fully completed prior to the interim audit, which typically occurs during the summer.

Federal Single Audit Engagement

A federal single audit is required by the OMB's Uniform Guidance when federal funds over $750,000 are expended. Federal single audit fees vary based on the number of major programs as defined by OMB. Accordingly, the federal single audit fee consists of a 'Federal Single Audit-Base Fee' to cover basic fixed amounts and the 'Federal Single Audit-Per Major Program Fee', which is the scalable portion dependent on the actual number of major programs. The number of major programs is established by OMB criteria. If a federal single audit is required, there will be at least one major program. Prior year federal single audit reports will help plan for the number of major programs, but they will vary from year to year based on the level of federal funding. Should you not exceed OMB's federal single audit threshold, a federal single audit will not be required. If you anticipate exceeding the federal single audit threshold, please contact us as far in advance as possible so that we can begin doing preliminary federal single audit work.

Non-State Single Audit Engagement

A state single audit is required when grant funds that originated from the State of Texas (this does not include federal monies passed through the State) over $750,000 are expended. State single audit fees vary based on the number of major programs as defined by the *State of Texas Single Audit Circular*. The additional technical verbiage that is necessary when a state single audit is required is not included within this engagement letter, nor does the proposed engagement fee include additional fees related to a state single audit. Should you exceed the state single audit threshold, a new engagement letter will be required.

Billing Protocol

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Generally, 40 percent will be billed and payable upon completion of interim audit procedures (normally one to four months before year end) and 60 percent after a draft of the financial statements is issued. Accordingly, the fee will be split 40/60 between budget years. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Required Attachments

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2018 peer review accompanies this letter.

Reporting

We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to those charged with governance of the City. Circumstances may arise in which our report may differ from its expected form and content based on the results of the audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions or add an emphasis of matter or other matter paragraph to our auditors' report or, if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from the engagement.

Foreign Terrorists Organizations

Pursuant to Chapter 2252, Texas Government Code, we represent and certify that, at the time of execution of this letter, neither we nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code or Subchapter F of Chapter 2252 of the Texas Government Code or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term 'foreign terrorist organization' in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

Vendor Representation Regarding Israel

Pursuant to Chapter 2271, Texas Government Code, we represent that we do not boycott Israel and will not boycott Israel during the term of the contract. The term 'boycott Israel' shall have the meaning ascribed to this term in Section 808.001 of the Texas Government Code.

Required Non-Appropriation Clause

Notwithstanding anything contained in this engagement to the contrary, in the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for fees due under this engagement agreement, the City will immediately notify us in writing of such occurrence and this agreement shall terminate on the last day of the fiscal period for which appropriations have been received or made.

Authorization of CPA's Disclosure

Any client certified public accountant involved with assisting us shall not be prohibited from disclosure of information required to be made available by the standards of the public accounting profession in reporting on the examination of financial statements. Management understands and provides permission to staff certificate or registration holders as required under the Rules of Professional Conduct, Texas Administrative Code, Title 22, Part 22, Chapter 501, Subchapter C, Section 501.75.

We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

Belt Harris Pechacek, LLLP
Certified Public Accountants

Authorized by:

Robert Belt, CPA, CGMA
Managing Partner

RESPONSE:

This letter correctly sets forth the understanding of City of Alvin.

____
Mr. Junru Roland, City Manager

____
Date

BUMGARDNERMORRISON

CPAs • Tax • Audit & Accounting

Empowering Peace of Mind

Report on the Firm's System of Quality Control

To the Partners of Belt Harris Pechacek, LLLP
And the Peer Review Committee of the Texas Society of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Belt Harris Pechacek, LLLP (the firm) in effect for the year ended June 30, 2018. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act;

As part of our review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Belt Harris Pechacek, LLLP in effect for the year ended June 30, 2018, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass, pass with deficiency(ies) or fail.* Belt Harris Pechacek, LLLP has received a peer review rating of *pass*.

Bumgardner, Morrison + Company, LLP

BUMGARDNER, MORRISON & COMPANY, LLP
December 14, 2018

Bumgardner, Morrison & Company, LLP
Certified Public Accountants

1501 E Mockingbird Lane, Suite 300
PO Box 3750
Victoria, Texas 77903-3750
Phone: 361.575.0271
Fax: 361.578.0880
Website: BMCcpa.com

Members: American Institute of Certified Public Accountants
Texas Society of Certified Public Accountants
AICPA Private Companies Practice Section
AICPA Employee Benefit Plan Audit Quality Center
AICPA Government Audit Quality Center

AGENDA COMMENTARY

Meeting Date: 6/16/2022

Department: Parks and Recreation **Contact:** Dan Kelinske, Director

Agenda Item: Consider Resolution 22-R-14, adopting the 2022 Alvin Senior Center Rules and Regulations; establishing an effective date; and setting forth other matters related thereto.

Type of Item: ☐Ordinance ☒Resolution ☐Contract/Agreement ☐Public Hearing ☐Plat ☐Discussion & Direction ☒Other

Summary: The Alvin Senior Center Rules and Regulations is a document which identifies the mission, participant eligibility, management, reservations, and overall operational guidelines related to the Alvin Senior Center. At the regular meeting of the Senior Citizen Board on January 10, 2022, and May 16, 2022, the Board reviewed and unanimously recommended the revisions to the current Senior Center Rules and Regulations, originally adopted by Resolution 19-R-42 on November 21, 2019.

Proposed Changes	Reason
Eliminate free 30 minutes before & after each rental	Consistent with other venue locations
Establish three (3) hour minimum rental time	Consistent with existing usage
Eliminate 501c3 non-profit designation	Allow for all variations of non-profit
Remove Alvin Garden Club, Are you OK, Bible Study, U.S. Coast Guard Auxiliary & Woodmen of the World from Section 5.B.	These groups no longer hold meetings at the Senior Center
Increase rental rates by $10 per hour	Rental fees were last changed in 2016. The proposed new rate remains good value compared to other venues.

Staff recommends approval of Resolution 22-R-14.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☐ **Budgeted Item:** Yes ☐ No ☐ N/A ☐

Funding Account: ____________ **Amount:** ____________ **1295 Form Required?** Yes ☐ No ☐

Legal Review Required: N/A ☐ Required ☐ **Date Completed:** 6/8/2022 SLH

Supporting documents attached:

- Resolution 22-R-14 and Exhibit A - 2022 Senior Center Rules & Regulations
- Redlined Exhibit A – 2022 Senior Center Rules & Regulations

Recommendation: Move to approve Resolution 22-R-14, adopting the 2022 Alvin Senior Center Rules and Regulations; establishing an effective date; and setting forth other matters related thereto.

Reviewed by Department Head, if applicable ☒
Reviewed by City Attorney, if applicable ☒
Reviewed by Chief Financial Officer, if applicable ☐
Reviewed by City Manager ☒

RESOLUTION 22-R-14

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, ADOPTING THE 2022 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; and

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; and

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 – 2022 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 2022 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, Chapter 551 of the *Texas Government Code*.

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

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

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

2022 RULES AND REGULATIONS

EXHIBIT A to Res. 22-R-14

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 aged 50 years 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.

Rental Rules

_____ 1. Animals Prohibited – No animals are permitted in or around the Senior Center except service animals-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 adjust 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. 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 spillages 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.

_____ 10. 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.

_____ 11. 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.

_____ 12. 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.

_____ 13. 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.

_____ 14. 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.

_____ 15. 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.

_____ 16. 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 contacting 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) having a minimum three (3) hours which includes setup and cleanup by renter.
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 Museum Society
   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

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 public with no membership requirements
- Provide a service or benefit to the Alvin area adults aged 50 or older
- Does 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
(3) Comply with start and end times outlined in Senior Group Application.

6. Non-profit Organizations – A qualified, non-profit shall be defined as a group or organization holding a current non-profit status as deemed by the IRS and provide proof of non-profit status. The deposit for a non-profit organization will be waived. An hourly rental fee of $55 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, bathrooms, kitchen facilities and has a maximum capacity of 80 persons.
   C. Exercise Room includes the room space. 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 WITH KITCHEN: (OCCUPANCY 229)	
Refundable Deposit – Clean-up/Damage Deposit	$100.00
Assembly Room (Business Hours)	Per/Hr. 3 Hour Min
Resident/Resident Group	80.00
Nonresident/Nonresident Group	90.00
Assembly Room (After Business Hours)	
Resident/Resident Group	90.00
Nonresident/Nonresident Group	100.00
RENTAL OF EAST SIDE ASSEMBLY ROOM WITH KITCHEN: (OCCUPANCY 80)	
Refundable Deposit – Clean-up/Damage Deposit	$100.00
Assembly Room (Business Hours)	Per/Hr.3 Hour Min
Resident/Resident Group	$60.00
Nonresident/Nonresident Group	$70.00
Assembly Room (After Business Hours)	
Resident/Resident Group	$70.00
Nonresident/Nonresident Group	$80.00
RENTAL EAST AND WEST ~~SIDES~~ ASSEMBLY ROOMS (OCCUPANCY 309)	
Refundable Deposit – Clean-up/Damage Deposit	$150.00
Assembly Rooms (Business Hours)	Per/Hr. 3 Hour Min
Resident/Resident Group	$100.00
Nonresident/Nonresident Group	$105.00
Assembly Rooms (After Business Hours)	
Resident/Resident Group	$110.00
Nonresident/Nonresident Group	$115.00
RENTAL OF CRAFT ROOM OR BOARD ROOM (OCCUPANCY 25)	
(These rooms are available only for rental by adult organizations Mon.-Fri)	
Refundable Deposit – Clean-up/Damage Deposit	$100.00
	Per/Hr. 3 Hour Min
Resident/Resident Group	$45.00
Nonresident/Nonresident Group	$55.00
RENTAL FOR NON-PROFIT ORGANIZATION	
Refundable Deposit – Clean-up/Damage Deposit	Deposit is waived
	Per/Hr. 3 Hour Min
Resident/Resident Group	$55.00
RENTAL OF AUDIO / VISUAL EQUIPMENT (1X charge)	$50.00
CANCELATION FEE (Within two weeks of rental date)	$75.00
REFUND PROCESSING FEE	$25.00

CITY OF ALVIN

ALVIN SENIOR CENTER RULES AND REGULATIONS

PARKS AND RECREATION DEPARTMENT

20~~19~~22 RULES AND REGULATIONS

EXHIBIT A to Res. ~~19-R-42~~ 22-R-14

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.

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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.~~

Rental Rules

_____ 1. Animals Prohibited – No animals are permitted in or around the Senior Center except service animals ~~required to assist disabled persons~~ or approved by the Senior Center Manager.

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_____ 6. Thermostat Controls – The user shall not attempt to ~~make adjustments to~~ adjust 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~~.9.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 spillages 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.~~10Damages 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~~.11On 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~~.12 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~~.13 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~~.14 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.~~15 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.~~16 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~~ contacting 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) having a minimum three (3) hours which includes setup and cleanup by renter.

   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 50 or older
- Does 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

(3) Comply with start and end times outlined in Senior Group Application.

6. Non-profit Organizations – A qualified, non-profit shall be defined as a group or organization holding a current non-profit status as deemed by the IRS and ~~in possession of an active 501c3 with~~ provide proof of non-profit status. The deposit for a ~~qualified~~ non-profit ~~(501c3)~~ organization will be waived. An hourly rental fee of ~~$45~~ $55 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 WITH KITCHEN: (~~WEST~~ OCCUPANCY 229)

Refundable Deposit – Clean-up/Damage Deposit	$100.00
Assembly Room (Business Hours)	Per/Hr. 3 Hour Min
Resident/Resident Group	~~$70.00~~ 80.00
Nonresident/Nonresident Group	~~$80.00~~ 90.00
Assembly Room (After Business Hours)	
Resident/Resident Group	~~$80.00~~ 90.00
Nonresident/Nonresident Group	~~$90.00~~ 100.00

RENTAL OF EAST SIDE ASSEMBLY ROOM WITH KITCHEN: (OCCUPANCY 80)

Refundable Deposit – Clean-up/Damage Deposit	$100.00
Assembly Room (Business Hours)	Per/Hr.3 Hour Min
Resident/Resident Group	~~$50.00~~ 60.00
Nonresident/Nonresident Group	~~$60.00~~ 70.00
Assembly Room (After Business Hours)	
Resident/Resident Group	~~$60.00~~ 70.00
Nonresident/Nonresident Group	~~$70.00~~ 80.00

RENTAL EAST AND WEST ~~SIDES~~ ASSEMBLY ROOMS (OCCUPANCY 309)

Refundable Deposit – Clean-up/Damage Deposit	$150.00
Assembly Rooms (Business Hours)	Per/Hr. 3 Hour Min
Resident/Resident Group	~~$90.00~~ 100.00
Nonresident/Nonresident Group	~~$95.00~~ 105.00
Assembly Rooms (After Business Hours)	
Resident/Resident Group	~~$100.00~~ 110.00
Nonresident/Nonresident Group	~~$105.00~~ 115.00

RENTAL OF CRAFT ROOM OR BOARD ROOM (OCCUPANCY 25)

(~~This room is~~ These rooms are available only for rental by adult organizations Mon.-Fri)

Refundable Deposit – Clean-up/Damage Deposit	$100.00
	Per/Hr. 3 Hour Min
Resident/Resident Group	~~$35.00~~ 45.00
Nonresident/Nonresident Group	~~$45.00~~ 55.00

RENTAL FOR NON-PROFIT ORGANIZATION ~~/ 501c-3~~

Refundable Deposit – Clean-up/Damage Deposit	Deposit is waived
	Per/Hr. 3 Hour Min
Resident/Resident Group	~~$45.00~~ 55.00

RENTAL OF AUDIO / VISUAL EQUIPMENT (1X charge)	~~$40.00~~ 50.00
CANCELATION FEE (Within two weeks of rental date)	$75.00
REFUND PROCESSING FEE	$25.00

AGENDA COMMENTARY

Meeting Date: 6/16/2022

Department: Parks and Recreation **Contact:** Dan Kelinske, Director

Agenda Item: Consider Resolution 22-R-15, revising the Athletic Facilities Policy for use of parks and recreational facilities; establishing an effective date; and setting forth other matters related thereto.

Type of Item: ☐Ordinance ☒Resolution ☐Contract/Agreement ☐Public Hearing ☐Plat ☐Discussion & Direction ☐Other

Summary: The Athletic Facilities Policy is designed to ensure all City facilities are utilized in a safe and efficient manner. The policy provides priority use of athletic facilities for those associations requiring perpetual use and provide recreational service(s) or to meet a community need. Recommended changes to this policy occur as necessary and are the result of collaborative efforts between the Alvin Sport Associations (ASA), the Parks and Recreation Board, and Parks Department staff. Changes to this policy were previously approved by City Council on September 20, 2018, by Resolution 18-R-34.

On June 6, 2022, a joint meeting was held between the Alvin Sport Associations, the Parks and Recreation Advisory Board, and Parks Department staff, to review and discuss proposed changes to the Athletic Facilities Policy. Parks and Recreation Board then unanimously approved changes to the Athletic Facilities Policy.

The proposed changes to the current Athletic Facilities Policy upon adoption of Resolution 22-R-15 include:

- More consistent and concise language throughout the policy
- Requiring advanced schedule for field usage and prepayment of athletic field light usage
    - Prepayment of light usage is reconciled monthly with overpayment being carried to next month in lieu of a refund, if requested.
- Replace $50 clean-up/damage fee with language allowing for equal to the cost of restoration
- Remove Alvin Yellowjackets as an Alvin Sport Association member due to voluntary resignation

Staff Recommends approval of Resolution 22-R-15.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒ **Budgeted Item:** Yes ☐ No ☐ N/A ☒

Funding Account: ______________ **Amount:** ______________ **1295 Form Required?** Yes ☐ No ☒

Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 6/8/2022 SLH

Supporting documents attached:

- Res. 22-R-15
- Exhibit "A" 2022 Athletic Facilities Policy
- Redlined 2022 Athletic Facilities Policy

Recommendation: Move to approve Resolution 22-R-15, revising the Athletic Facilities Policy for use of parks and recreational facilities; establishing an effective date; and setting forth other matters related thereto.

Reviewed by Department Head, if applicable ☒

Reviewed by City Attorney, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☒

Reviewed by City Manager ☒

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

By:______________________________
Paul A. Horn, Mayor

ATTEST:

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 ~~or opportunity~~ 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: ____

CITY OF ALVIN

ATHLETIC FACILITIES POLICY

PARKS AND RECREATION DEPARTMENT

~~2018-2019 Policy~~
2022 Policy

~~(Exhibit A – Res.18-R-34)~~
(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 ~~Association~~ Club (AYS~~A~~C), Alvin Girls Softball Association (AGSA), Raiders Football, ~~Yellowjackets Football~~, Alvin I.S.D. (AISD), ~~and~~ 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, ~~home, and work~~ best contact phone number(s) to the Parks and Recreation Department. The Each ASA ~~entities are~~ is responsible for ~~updating~~ submitting their ~~contact information~~ application by September 30th annually ~~as changes occur~~. The Director of Parks, or ~~his~~ designee, shall act as the City's liaison to the ASA.

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

- ~~Applicant is based within the City limits of Alvin;~~
- Use of facilities does not interfere or coincide with existing ASA or City usage;
- ~~Applicant does not offer the same sport already provided by an existing ASA e.g. Football, Baseball, Softball, or Soccer;~~
- ~~Applicant is providing a different type of sport currently not provided by an existing ASA e.g. Lacrosse, Field Hockey, etc.;~~
- 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

- ~~Individual applicant is an Alvin resident~~.
- 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.
- ~~A security/clean up deposit will be required of Two Hundred dollars ($200.00) for~~
- 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 ~~Organizations~~ Alvin Sport Associations shall ~~be required~~ attend any necessary sport association meeting ~~the annual scheduling meeting~~. ~~At this meeting,~~ The ASA ~~organization~~ shall submit their ~~requests~~ completed application ~~in writing~~. ~~Written requests~~ Applications shall ~~be accompanied by~~ include; proof of liability insurance naming the City as an additional insured, ~~a~~ list of the ASA Board of Directors with appropriate addresses and phone numbers, proof of their non-profit status, and tryout, practice, game ~~schedules~~, and light schedules. Upon ~~completion~~ submission of completed application ~~registration~~, each ASA ~~organization~~ shall provide a breakdown of total participation into percent within City Limits and percent outside City Limits. ~~a list of the total number of participants and shall also indicate the total number of participants who live outside the legal boundaries of the corporate city limits of the City of Alvin.~~

All Alvin Sport Associations ~~Organizations~~ 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 ~~Organization~~ 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 "~~that~~ a particular ~~group in the~~ 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 ~~ASA~~ 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 ~~the ASA's~~ 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
AYS~~A~~C – Briscoe Park, two east playing fields
Alvin Raiders – Briscoe Park, one northwest playing field
~~Alvin Yellowjackets – Briscoe Park, one southwest 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. ~~In the event that~~ 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 filed 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 ~~sponsoring sports organization~~ Alvin Sport Association. The ASA shall ultimately be responsible ~~that all~~ for upholding City requirements for field usage ~~are upheld~~. ~~Should the organization decline this, the host team shall be considered a non-Sports Association group and subject to the non-Alvin Sports Association's fees and policies.~~

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 ~~pin~~ account. The league ~~pin~~ account will be established at the beginning of each season~~. Each pin outside of the league pin will not receive any light credit. No refunds will be issued.~~ 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:

~~The City has installed the remote-control units for lights at Pearson, Morgan, Lions and Briscoe Parks. The system will replace the need for Parks Department personnel to manually turn the lights on and off. Therefore,~~ Each ASA shall monitor the times lights are used as they will be charged for the actual light usage. Each ASA ~~has been issued a distinct personal identification number (PIN) allowing that organization to turn on and off the sports field lighting manually~~. shall provide a field usage schedule in advance of usage and payment for anticipated light usage to the Alvin Parks and Recreation Department. ~~The PIN number shall be assigned to representatives designated in writing by the ASA to the City.~~ Actual light usage shall be downloaded and ~~billed by the 15th each month by the Alvin Parks and Recreation Department.~~ 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.) ~~Payment will be due within thirty (30) days of the billing date.~~ Once verified, a new invoice will be sent reflecting an outstanding amount or credit placed on the account. Failure to pay any ~~outstanding~~ invoice shall result in the suspension of that ASA's light usage ~~personal identification number (PIN)~~ until the ~~outstanding~~ 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 ~~of Fifty Dollars ($50.00)~~ 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 ~~any and~~ 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 ~~Parks and 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.

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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

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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 ~~ASA~~ 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.). ~~AGSA and ALLB~~ 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. ~~ALLB shall mow the turf infields at their respective complexes throughout their playing seasons.~~ All Alvin Sport Associations ~~ASA~~ 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. ~~The City expects each~~ ~~ASA~~ Alvin Sport Associations shall ~~to~~ 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 ~~all Sports Associations, organizations, and individuals should~~ shall make every effort to ~~police~~ 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.

~~Work requests shall be called or emailed to with the Parks and Recreation office or faxed to (281) 331-7516. Please give ample notice so Parks can schedule repairs.~~

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.

~~POLICING REQUIREMENTS~~

Included in "MAINTENANCE OF PARK AND RECREATIONAL FACILITIES"

~~The City will share the responsibility of keeping all facilities clean of trash, debris, and litter. The City expects each ASA to not leave trash/recycling containers full or overflowing during and after their activities. In addition, all Sports Associations, organizations, and individuals should make every effort ot police the facilities, buildings, parking areas and common areas for trash, debris and litter accoticated with their activities. All trash, debris and litter shall be deposited in the trash receptacles or dumpster on the park grounds.~~

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. ~~at least sixty (60) days prior to the desired date of performing the improvement.~~ All requests require approval ~~of the Parks Director. All improvements may require Council action~~ and ~~must~~ shall meet the City's inspection codes and/or ordinance requirements.

RESTROOM FACILITIES:

Restroom facilities are available at Lions, Morgan, Briscoe and Pearson Parks. ~~The cleaning of restrooms and provision of necessary supplies~~ Janitorial services such as cleaning and stocking supplies is the joint responsibility of the City and each ~~association, organization and individual.~~ 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:

~~ASA, organizations and individuals~~ 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 ~~ASA wishing the~~ may submit requests for consideration of future park improvements. ~~City to consider funding specific capital improvement~~ Recommended projects shall be ~~submit~~ submitted in writing ~~a detailed description of the type of project for consideration~~ (i.e., scoreboards, bleachers, etc). Written requests should be submitted to the Parks Director by February 1 of each year. ~~in order to be reviewed by the Parks Board and approved by March 1 of each year for consideration in the following fiscal years' program budget.~~ The City's fiscal year runs October 1 - September 30. Approval of projects is based on priority need and available funding.

TERMINATION CLAUSE:

~~ASA~~ 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 ~~Sport Association~~. Upon such notification, the Parks Director or ~~his/her~~ 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 ~~association~~ 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 ~~association~~ shall be subject to loss of park usage privileges up to and including termination ~~as a recognized~~ as an ASA and forfeiture of any refundable deposit ~~paid by the Association.~~

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 ~~Sport Association~~ listing any/all violations and allowing ~~the Association~~ reasonable time ~~or opportunity~~ to bring all violations into acceptable and sustained compliance.

~~CHECKLIST~~ APPLICATION ~~FOR~~

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
- ~~Daily lighted use schedule.~~
- 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, ~~including home, mobile and work phone~~ best contact phone number(s), ~~fax numbers~~ 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: _______________________

AGENDA COMMENTARY

Meeting Date: 6/16/2022

Department: Administration **Contact:** Junru Roland, City Manager

Agenda Item: Discuss construction waste on residential property developments, collection services contract, inspections, and enforcement. (Vela/Starkey)

Type of Item: ☐Ordinance ☐Resolution ☐Contract/Agreement ☐Public Hearing ☐Plat ☐Discussion & Direction ☒Other

Summary: This is a discussion item placed on the agenda at the request of City Council member Vela, seconded by City Council member Starkey at the May 19, 2022, meeting. This item was on the June 2, 2022, City Council agenda for discussion, but was postponed to this meeting due to Council member Vela's absence.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒ **Budgeted Item:** Yes ☐ No ☐ N/A ☒

Funding Account:__________ **Amount:** __________ **1295 Form Required?** Yes ☐ No ☒

Legal Review Required: N/A ☒ Required ☐ **Date Completed:**________________

Supporting documents attached:

-

Recommendation: N/A

Reviewed by Department Head, if applicable ☐
Reviewed by City Attorney, if applicable ☐
Reviewed by Chief Financial Officer, if applicable ☐
Reviewed by City Manager ☒

~~CHECKLIST FOR~~ 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 ~~or clean-up fee~~
- ❑ Contact person's name, title, address, ~~including home, mobile and work phone~~ best contact phone number(s), ~~fax numbers~~ and email address

____

Name of ~~Organization~~ Individual / Non-Alvin Sport Association

____ ____________________

Contact Person Name Date

____

Title

Address: ____

Phone: __________________________ Mobile: __________________________

Email: ____