

RESOLUTION NO. 2015 - 037

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ESTABLISHING USAGE POLICIES FOR THE ROLLING OAKS PARK; GOVERNING RENTAL USE OF THE MEETING AND COMMUNITY ROOM; ESTABLISHING A FEE SCHEDULE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 3, 2009, the Town Council approved Ordinance No. 2009-014, amending the Town of Southwest Ranches Code of Ordinances to provide a section entitled "Specific Park Rules and Regulations"; providing for the enactment of specific rules and regulations governing each Town park by Resolution; and

WHEREAS, the scope of the Recreation, Forestry, and Natural Resources Advisory Board (RFNRAB), set forth and approved by the Town Council on December 11, 2014 in Resolution No. 2015-014, includes a provision for the RFNRAB to make recommendations to Council regarding management and use of the Town's parks; and

WHEREAS, the RFNRAB has proposed policies governing rental use of the meeting room and community room at the Rolling Oaks Park to ensure responsible and equitable use of the Park facilities; and

WHEREAS, the Town seeks to establish a fee schedule for rental use that will ensure accountability to the rules, regulations and policies by members of the public seeking to utilize these facilities; and

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Southwest Ranches, Florida:

Section 1: The above referenced recitals are true and correct and are incorporated herein by reference.

Section 2: The Town Council hereby establishes the Rolling Oaks Park Usage Policies and Rental Fee Schedule for meeting facilities and security deposits, as specifically delineated in Exhibit "A". Said Policies and fees shall become effective immediately upon adoption.

Section 3: Effective Date. This Resolution shall be effective immediately upon its adoption.

[Signatures on Following Page]

PASSED AND ADOPTED by the Town Council of the Town of Southwest

Ranches, Florida, this 26th day of March, 2015, on a motion by C/m Jablonski and
seconded by C/m McKay.

Nelson Ayer
Fisikelli Ayer
Breitkreuz Ayer
Jablonski Ayer
McKay Ayer

Ayes 5
Nays 0
Absent 7

[Signature]
Jeff Nelson, Mayor

ATTEST:

[Signature]
Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

[Signature]
Keith Poliakoff, J.D., Town Attorney

Exhibit "A"
Town of Southwest Ranches
Rolling Oaks Park Policy

1. The Rolling Oaks Park shall be open to the public between sunrise and sunset.
2. Use of the outdoor park amenities are on a first-come, first-served basis.
3. Any organized gathering seeking to utilize an indoor park amenity requires a reservation at least one week in advance. The East meeting and Community rooms may be reserved (see Attachments 1 through 3 for details). Anyone seeking to reserve park facilities must sign all forms acknowledging that they have read and understand the Park Policies, Rules, and Regulations.
4. Park users shall take extreme care not to disturb equestrian users of the Park and shall never approach any horse without the owner's permission. Horse riders must be able to share outdoor park amenities with other park users.
5. Children shall be under adult supervision at all times.
6. All users of the park facilities must clean up after themselves and their guests. Trash, including but not limited to decorations, must be disposed of properly. This includes all debris generated by barbecuing or food service activity, if applicable.
7. The Town of Southwest Ranches shall not be responsible for any loss of personal property or injury by fire, theft, accident, or natural incident at the park.

Parks Policy – Prohibited Activities

Although park users are urged to check with the Town to see if their proposed activities will be acceptable, the following is a non-exhaustive list of prohibited activities:

1. Use of the park for events with inflatable equipment that utilize water is prohibited.
2. Use of the park by commercial vendors or enterprises, and for-profit purposes are prohibited.
3. Stapling, taping, tacking, or any affixation to park facilities is prohibited. Balloons, glitter, sequins, confetti, and similar materials are prohibited.
4. Service or sale of alcoholic beverages shall be permissible only by approved reservation and permit.
5. No glass containers shall be allowed in the park.
6. Parking at the park shall only be in designated areas; all unloading shall occur only in the designated parking areas.
7. Postings of signs and/or notifications shall be prohibited.
8. All animals shall be under control at all times and domestic pets shall be on a leash of 6 feet or less. Feeding of wildlife is prohibited.
9. Display or discharge of any firearms, fireworks, explosives, paintball guns, and/or similar types of weapons and items is strictly prohibited.
10. No swimming, wading, or boating.
11. No fires or overnight camping. Barbecuing is permitted in designated areas only on Town equipment, (if installed) by approved permit holders.
12. No reservations will be allowed for multi-night activities.
13. No reservations will be allowed for regular weekly or monthly events by groups other than the Town.
14. No organized picnic outing, event, or assembly of more than ten (10) people without a reservation. This includes, but shall not be limited to, parades, drills, maneuvers, sports, skills, or contests.
15. The Town Council or Administrator at its sole discretion reserves the right to grant exceptions to this policy, to waive any informality, non-material irregularity or technicality or take any other such actions that may be deemed to be in the best interests of the Town.

Attachment 1
Town of Southwest Ranches
Rolling Oaks Park Facility Rental

The Town's Rolling Oaks Park has meeting facilities that may be rented; however, for-profit activities will not be allowed in the park at any time.

Rules and Regulations:

1. The park has "East meeting room" and "community room" facilities that may be rented. The approved rental of the facility/ies entitles the person the exclusive use of the rented facility/ies only. Restrooms, parking, and other park facilities shall remain open to the general public at all times. The rental of the East meeting room restricts the use to a maximum capacity of sixteen (16) guests. The rental of the Community room restricts the use to a maximum capacity of one hundred forty-four (144) guests.
2. Reservations are not allowed for multi-night activities.
3. Reservations are not allowed for regular weekly or monthly events by groups other than the Town.
4. All events must end by 11:00 pm, with facility to be cleaned and vacated no later than midnight / 12:00 a.m.
5. The Rolling Oaks Park Policy (Page 1) shall apply to all persons utilizing the park property. All permit holders shall take all necessary steps to make sure that their guests follow the Park Policy.
6. Children shall be supervised at all times. Any person or persons violating Amenity Rental or Park Rules and Regulations or, in the opinion of the Town constituting a public nuisance or potential hazard to public or park property, or exhibiting disorderly conduct, shall be asked to exit the park property. No refunds shall be given to any person or persons asked to leave the park.
7. Any person holding a permit to rent a park amenity shall be responsible for their vendor(s') personnel, vehicles, and equipment and said vendor(s') compliance with all policies, rules, and regulations.
8. Barbecuing is permitted, only by approved permit holders on Town equipment (if installed) in designated areas. The following rules apply to barbecuing activities:
 - NEVER use gasoline or kerosene to start the fire.
 - After using starter fluid, cap the container and move it away from the fire. NEVER add any type of starter fluid once the coals are burning.
 - To stop flare-ups, move cooking grid up and spread out coals.
 - Disposal of ashes: wrap in foil and place in an empty non-combustible container.
 - Ash Disposal before fully cooled: soak completely in water before placing in non-combustible container.
9. Bounce houses or inflatable equipment that do not utilize water are permitted, to approved permit holders only, only in areas designated by Town's staff or designee.
10. Tents and other temporary event furnishings are permitted, to approved permit holders only, only in areas designated by Town's staff or designee.
11. Live bands, musicians, disc jockeys, and any other amplified sound used for an event may only be located inside the building or on the north side of the exterior, in areas designated by Town's staff or designee.
12. Applicants must specify in their rental application whether barbecuing activity/ies will be included and any vendors that will serve the event (i.e., pony rides, food, etc.).
13. Pony ride vendors or other livestock vendors hired for permitted parties must provide proof of negative coggins and any other health certificates as may be required by Broward County for all livestock that will be brought to the park. (This information must be presented upon request at the time of the event.)
14. Applicant MUST present a valid driver's license, State photo ID, or other approved form of government issued identification when submitting an application.
15. The Town will not process incomplete applications. All required documentation and fees must be submitted at the time of application.
16. Noncompliance with the Town's stated policies may result in the revocation of the permit, loss of cleanup/security deposit, and refusal of any subsequent permit applications for up to one year.

Applicant acknowledgement of rules:

- Rental fee and Security/cleanup deposit is due at the time of booking. Reservations will not be held without payment.
- Renters will have exclusive access to the rented room(s) only.
- No open flames will be allowed in the building
- Smoking is prohibited in the building at all times.
- The renter listed on the reservation is the sole liaison between the event and the Town of Southwest Ranches.
- Renters are responsible for set-up, break-down and clean-up of the rental facility/ies. Additional fees apply for table and chair set-up/break-down and clean-up performed by the Town.
- Facility/ies, including kitchen, must be cleaned to “broom finish.”
- Renters must include set-up, break-down and clean-up within the rental time period.
- Table and chair set-ups are not to block any exits or doors.
- All furniture will remain in the interior of the building or breezeways at all times.
- All doors are to remain closed at all times. Do not prop doors open for any length of time.
- Decorations in the facility/ies shall exclude the use of nails, tape, staples, pins on the walls, any adhesives on the doors, windows, furniture, tables, chairs, ceilings or any outside structure.
- Distribution of alcoholic beverages are not permitted unless pre-approved by the Town through submission of required event permit(s) and insurance.
- Service agencies such as florists, caterers, disc jockey are to deliver and/or drop off any items only during your rental time.
- Based on the nature of the event, the renter may be required to hire an off-duty detail officer or additional staff.
- I have read, understand and agree to abide by The Town of Southwest Ranches Rolling Oaks Park Policy. I will assume full responsibility for cleaning the facility/ies and returning the furnishings to their original position and otherwise have the facility/ies ready for inspection following the rental.
- I understand and acknowledge that I assume full responsibility for any and all damage done to the facility/ies or furnishings during the period of my reservation.

Attachment 1

Town of Southwest Ranches

Rolling Oaks Park Facility Rental, continued

Pavilion Rental – Fees, Payment, and Insurance:

1. Full payment for rental fee including security deposit is due at the time of application. All fees are subject to sales tax.
2. Facility Rental and Cleanup/Security Deposit fees are set forth in Attachment 3.
3. Payment may be by cash, check, or money order. If paid by check, a picture I.D. must be presented. Checks should be made payable to the Town of Southwest Ranches.
4. If applicant pays by check, the application must be submitted three (3) weeks prior to the event for funds to be processed. Application MAY BE denied, and the applicant will be responsible for all fees, including legal costs and fees, that may result from insufficient funds.
5. All vendors hired for any permitted party (i.e., pony rides, food vendors, etc.) will be required to provide a current Certificate of Insurance evidencing liability coverage in the amounts set forth in Attachment 3. This information must be submitted at the time of application.
6. If application is denied for any reason, the deposit and rental fee will be returned in full.

Setup/Cleanup/Security Deposit:

1. Cleanup/security deposit is due at the time of application. The Town will inspect the facilities before and following the event.
2. Decorations shall not be stapled, taped, nailed, tacked, or adhered in any way to park property.
3. All decorations, including tying material, must be removed completely and disposed of properly within the permit time.
4. All trash shall be picked up and placed in receptacles. If amount of debris exceeds receptacle space, the permit holder is responsible for removing trash from the property as a part of cleanup.
5. Permit holder is responsible for cleanup and removal of all debris generated by rental activity.
6. After the event, if the facility has been sufficiently cleaned to “broom finish,” as determined by the Town, the deposit will be returned to the permit holder within two (2) weeks.
7. All costs associated with any damage, trash removal, or other expenses incurred by the Town will be deducted from the security deposit. If cleanup costs exceed the deposit amount, the Town will use all means available to collect from the permit holder; and if not paid, the person will be prohibited from future use of the facilities. Any property damaged by the permit holder or a guest will be replaced/repared at the sole cost and expense of the permit holder.
8. Failure to complete “broom finish cleanup,” or clean the facility properly or any violation of park rules will result in the complete loss of the security deposit.
9. No refund of the security deposit will be made if the pavilion is not vacated promptly at the end of the rental period.
10. Applicant MUST initial acceptance of these terms at the time of submission of the application.

• **INITIAL:** _____

Cancellation:

1. The rental fee and security/cleanup deposit will be refunded, less \$75 for administrative costs by the Town, if the Town is notified in writing of the cancellation at least one (1) week prior to the scheduled event.
2. If the Town is notified of the cancellation less than one (1) week prior to the scheduled event, only the security deposit will be refunded.

• **INITIAL:** _____

Attachment 2
Town of Southwest Ranches
Application for Rolling Oaks Park Facility Rental

Date of Application: _____ Date of Rental: _____ Time of Rental: _____ to _____

Applicant Name: _____

Address: _____

City/State/Zip: _____

Phone Number: Home: _____ Cell: _____ Email: _____

Driver's License Number or Photo ID Number (attach copy): _____

Number of attendees expected: _____

Facility to be rented (circle one or both):

East room

/

Community room

Will event include Sales or service of alcoholic beverages? (Circle answer) Yes / No

Additional Person to Contact, Name: _____

Phone Number: Home: _____ Cell: _____ Email: _____

List participating vendors (i.e., bounce house vendor, pony rides, clowns, face painters, food vendors, etc.):

Company Name*: _____

Contact Person: _____

Type of Service vendor will provide: _____

Phone Number: (Business) _____ (Cell) _____

Policy Number on Certificate of Insurance (attach copy to application): _____

Company Name*: _____

Contact Person: _____

Type of Service vendor will provide: _____

Phone Number: (Business) _____ (Cell) _____

Policy Number on Certificate of Insurance (attach copy to application): _____

Attachment 2
Town of Southwest Ranches
Application for Rolling Oaks Park Facility Rental, continued

Company Name*: _____

Contact Person: _____

Type of Service vendor will provide: _____

Phone Number: (Business) _____ (Cell:) _____

Policy Number on Certificate of Insurance (attach copy to application): _____

- ***If company hired to provide equine services to the event, the vendor MUST furnish proof of negative coggins upon request at the time of the event. All animals must be properly vaccinated in accordance with Chapter 14 of the Town of Southwest Ranches Code of Ordinances.** Other livestock vendors hired for permitted parties must provide other health certificates as may be required by Broward County for all livestock that will be brought to the park. (This information must be presented upon request at the time of the event.)

Amount of Rental Fee Paid: (Add 6% sales tax) _____

Amount of Deposit Paid: _____

Total Amount Paid: _____ Applicant's Initials: _____

Circle Type of Remittance: Check Cash Money Order

Check/Money Order Number: _____

Date of Check/Money Order: _____

Applications containing fraudulent and/or omitted information will be denied.

I, _____, the undersigned applicant, have read and understand the rental
(Print) Name of Applicant
and cancellation rules and the Rolling Oaks Park Rules and use policy, as provided to me as part of this
application on _____.
Date

(Print) Name of Applicant

(Print) Name of Town Representative

Signature of Applicant

Signature of Town Representative

Attachment 3

Town of Southwest Ranches Rolling Oaks Park Facility Rental Fee Schedule

East Room Rental Fees:

Southwest Ranches Residents: \$100 (Add 6% sales tax)
Non Residents: \$200 (Add 6% sales tax)
Security/Cleanup Deposit: \$200 required at time of application.
(Deposit will be returned if the facility is vacated promptly and left in "broom finish condition.)

Community Room Rental Fees:

Southwest Ranches Residents: \$500 (Add 6% sales tax)
Non Residents: \$1000 (Add 6% sales tax)
Security/Cleanup Deposit: \$500 required at time of application.
(Deposit will be returned if the facility is vacated promptly and left in "broom finish condition.)

Set-Up, Break-down and Clean-up Fees:

Table and chair set-up and break-down: \$50
Custodial/Clean-up: \$40/hour

Reservation Cancellation:

Notice of cancellation, in writing to the Town, at least one week prior to intended date of use. The rental fee and security deposit will be refunded, less \$75 for administrative costs by the Town. No refunds will be given for inclement weather, but applicant may request to reschedule.

Permitting and Insurance Requirements for Event Concessions and/or Vendors; Sales / Service of Alcoholic Beverages:

Certificate of Insurance is acceptable evidence of insurance. Certificates will not be processed without a contact name and phone number, as well as a business description, so we may determine liability coverage. Events at which alcoholic beverages will be served or sold require a vendor with a one-time event or permanent liquor license.

1. Insurance Certificates must be signed by the insurance company's authorized representative.
2. Town of Southwest Ranches, 13400 Griffin Road, Southwest Ranches, FL 33330-2628, must be listed as Certificate Holder.
3. Certificate Holder (Town of Southwest Ranches) must be named as Additional Insured.
4. Business contact name and phone number are required on certificate.
5. Please include a brief description of business operation and indicate that the certificate is for a special event at the Southwest Ranches park.
6. \$300,000 minimum general liability insurance is required, except where noted below.
7. Thirty days' written notice of cancellation is required (except 10 days for nonpayment of premium).
8. Fax certificates to 954-434-1490 and mail an original to the Town of Southwest Ranches, 13400 Griffin Road, Southwest Ranches, FL 33330-2628.
9. All vendors must have a Broward County Occupational License.
10. Sales / Service of alcoholic beverages is permissible only with approved reservation, for non-profit use only. \$500,000 minimum general liability is required.
11. Event Insurance is required for all events where alcoholic beverages will be served or sold.

Bounce House/Inflatable, Pony Ride, Petting Animal Operations:

\$500,000 minimum general liability is required.

Clowns, Face Painters, Magicians

\$100,000 minimum general liability is required.