

RESOLUTION NO. 2016 - 041

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING USAGE POLICIES FOR THE ROLLING OAKS PARK; GOVERNING RENTAL USE OF THE EXTERIOR AREAS, MEETING ROOM AND COMMUNITY ROOM; ESTABLISHING A FEE SCHEDULE INCLUDING RENTAL OF EXTERIOR AREAS AND ATTENDANT FEES; 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 provision for the RFNRAB to make recommendations to Council regarding management and use of the Town's parks; and

WHEREAS, the RFNRAB has proposed amended Policies governing rental use of the exterior areas, 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 amend the established fee schedule for rental use to help to ensure enhanced 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 amended Rolling Oaks Park Usage Policies and Rental Fee Schedule for exterior areas, meeting facilities, security deposits, and required Attendant, 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.

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

Ranches, Florida, this 14th day of July, 2016, on a motion by C/m Jablonski and

seconded by V/m McKay.

Nelson
McKay
Breitkreuz
Fisikelli
Jablonski

[Handwritten initials for Nelson, McKay, Breitkreuz, Fisikelli, and Jablonski]

Ayes

5

Nays

0

Absent

0

[Handwritten signature of Jeff Nelson]

Jeff Nelson, Mayor

ATTEST:

[Handwritten signature of Russell Muñiz]

Russell Muñiz, Assistant Town Clerk/Town Clerk

Approved as to Form and Correctness:

[Handwritten signature of Keith Poliakoff]

Keith Poliakoff, J.D., Town Attorney

113351912.1

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. Reserve use of the park amenities is on a first-come, first-served basis.
3. Any organized gathering seeking to utilize park amenities requires a reservation at least one week in advance. The exterior areas, 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 shall only be in designated areas; all unloading shall occur only in the designated parking areas.
7. Posting of signs and/or notifications must be approved by Town Administrator or designee.
8. All animals shall be under control at all times and domestic pets shall be on a leash of 6 feet or less. Feeding and/or harassment 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 twenty (20) people without a reservation. This includes, but shall not be limited to, parades, drills, maneuvers, sports, skills, or contests.
15. The Town 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 **exterior areas, 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. The rental of the exterior areas restricts the use to a maximum capacity of one hundred fifty (150) guests.
2. Rental of the exterior areas is limited to 2 weekends per month.
3. All reservations shall require a full-time, Town-contracted attendant to be present (Rates on Attachment 3).
4. Reservations are not allowed for multi-night activities.
5. Reservations are not allowed for regular weekly or monthly events by groups other than the Town.
6. All events must end by 11:00 pm, with facility to be cleaned and vacated no later than midnight / 12:00 a.m.
7. Events held in exterior areas on Sundays must end by 6:00 pm, with facility to be cleaned and vacated no later than 8:00 p.m.
8. The Rolling Oaks Park Policy 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.
9. Children shall be supervised at all times.
10. Any person or persons violating Amenity Rental or Park Rules and Regulations or, in the opinion of the Town Administrator or designee, 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.
11. 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.
12. 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.
13. Bounce houses or inflatable equipment that do not utilize water are permitted, to approved permit holders only, only in areas designated by Town's Administrator or designee.
14. Tents and other temporary event furnishings are permitted, to approved permit holders only, only in areas designated by Town's Administrator or designee.
15. 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 Administrator or designee.
16. 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.).
17. 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.)

18. Applicant MUST present a valid driver's license, State photo ID, or other approved form of government issued identification when submitting an application.
19. The Town will not process incomplete applications. All required documentation and fees must be submitted at the time of application.
20. 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.

Applicant acknowledgement of rules (initial acknowledgement of each line where indicated):

- All rental fees and Security/cleanup deposits are due at the time of booking. Reservations will not be held without payment.
- Renters will have exclusive access to the rented facility/ies 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. Time frames must be strictly adhered to. No refund of the security deposit will be made if the facility is not vacated promptly at the end of the rental 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. Nothing can be hung from or affixed to the lights, drapery hardware or drapes, ceiling, or ceiling fans. Glitter, sequins, balloons, rice and confetti are prohibited (bird seed is allowable).
- Outdoor decorations must be approved by Town Administrator or designee.
- All decorations, including string or tying material must be removed completely within the permit time.
- Remove all trash and place in bins. Nothing may be left overnight.
- All service agencies such as florists, caterers, disc jockey must deliver and pick up/or drop off any items only during your rental time.
- Failure to clean the facility properly or any violation of park rules will result in loss of deposit.
- Any property damaged by the rental or guests will be replaced/repared by the party to at least equal value of the property.
- Parking: All vehicles must park only in designated areas. Vehicles are not permitted on the grass "hill" area between the building and the driveway.
- Distribution/consumption of alcoholic beverages on site is not permitted unless pre-approved by the Town through submission of required event permit(s) and insurance.
- 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

Rental – Fees, Payment, and Insurance:

1. Full payment for rental, including attendant fees and security deposit is due at the time of application. Rental fees are subject to sales tax.
2. Facility Rental, Attendant, and Cleanup/Security Deposit fees are set forth in Attachment 3.
3. Payment may be by credit, 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/repaired 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 facility 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. Rental and attendant fees, and security/cleanup deposit will be refunded, less \$75 for administrative costs, 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 all applicable; specify # of tables and chairs):

Exterior Areas / East room / Community room / tables: _____ / chairs: _____

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 Attendant Fees Paid: (Add 6% sales tax) _____

Amount of Deposit Paid: _____

Total Amount Paid: _____ Applicant's Initials: _____

Circle Type of Remittance: Credit Check 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

Signature of Applicant

(Print) Name of Town Representative

Signature of Town Representative

Attachment 3
Town of Southwest Ranches
Rolling Oaks Park Facility Rental Fee Schedule

Exterior Rental Fees:

Southwest Ranches Residents: \$250 (Add 6% sales tax)
Non Residents: \$500 (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 clean condition.)

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.)

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

Attendant: \$32/hour (Add 6% sales tax)
Table and chair set-up and break-down: \$50 (Add 6% sales tax)
Custodial/Clean-up: \$40/hour (Add 6% sales tax)

Reservation Cancellation:

Notice of cancellation, in writing to the Town, at least one week prior to intended date of use. Rental fees 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.

Insurance Requirements for Event/Concessions and/or Vendors:

Certificate of Insurance must be received and approved prior to approval of any reservation at the Town of Southwest Ranches' Facility. Certificates will not be processed without a contact name and phone number as well as a description of the special event in the Description of Operations section of the Certificate of Insurance, so the Finance/Risk Management Department may determine liability coverages. Events at which alcoholic beverages will be served or sold require a vendor with a one-time event permit or permanent liquor license, and/or event insurance covering the service and consumption of alcoholic beverages on premises.

The following are the insurance requirements needed for events or concessions:

\$500,000 minimum for General Liability for all events except as noted below for *clowns, face painters and magicians only*.
\$100,000 minimum for General Liability for clowns, face painters and magicians.
\$500,000 minimum for Worker's Compensation and Employers' Liability for all events where vendors are coming onto any Town of Southwest Ranches property.
\$500,000 minimum for Automobile Liability for all events where vendors are coming onto any Town of Southwest Ranches property.

1. Certificates of Insurance MUST have thirty (30) days written notice of cancellation except ten (10) days for

nonpayment of insurance premium.

2. Certificates of Insurance MUST have the authorized representative's signature on the bottom right portion of the Certificate of Insurance.
3. Town of Southwest Ranches, 13400 Griffin Road, Southwest Ranches, FL 33330-2628 must be the certificate holder AND the additional insured for liability coverages.
4. A description of your special event must be indicated in the Description of Operations section above the certificate holder section on the Certificate of Insurance.
5. All vendors must have a valid Broward County Local Business Tax Receipt.
6. Service and consumption of alcoholic beverages is permissible only with approved reservation, for non-profit use only.
7. Certificate of Insurance is required for all events where alcoholic beverages will be served or sold.
8. Certificate of Insurance required herein shall be submitted via email to Parks@southwestranches.org with an original mailed to Town of Southwest Ranches, 13400 Griffin Road, Southwest Ranches, FL 33330-2628.

Additional requirements for Bounce Houses, Pony Rides, Petting Animal Operations:

An adult employee of the vendor must be in attendance at all times during the event. Attendants must be at least 18 years old.