

Village of Royal Palm Beach Village Council Agenda Item Summary

APPROVAL OF A SEASONAL VENDOR PERMIT APPLICATION BY HAPPY HOLIDAY SENCON, INC. TO SELL CHRISTMAS TREES AT 10600 OKEECHOBEE BOULEVARD FROM NOVEMBER 25, 2019 THROUGH DECEMBER 24, 2019, BETWEEN 8:00 A.M. AND 10:00 P.M.; BY AGENT SAMUEL PEARLSTEIN.

Issue:

The applicant is requesting to sell Christmas trees from November 25, 2019 through December 24, 2019, at 10600 Okeechobee Boulevard. The sale of the trees will be located on a surfaced area, per Village Code Sec. 16-12 (b) (4) a. The sale will run from 8:00 a.m. until 10:00 p.m., seven (7) days a week.

Recommended Action:

Approval of Seasonal Vendor Permit, subject to the attached conditions (Exhibit A).

EXHIBIT A

- 1. The event may only occur from November 25, 2019 through December 24, 2019, from 8:00 a.m. until 10:00 p.m.
- 2. All signage must comply with Village Code which includes any signage on trailers.
- 3. Any tents used shall be flame resistant.
- 4. A Business Tax Receipt is required and permits must be obtained for all temporary electrical services, generators or temporary power poles and must be inspected prior to commencement of sales.
- 5. All electrical circuits shall be GFI protected.
- 6. Signage shall be set back at least 10 feet from the property line and shall not interfere with sight lines along public roadways and shall conform to the requirements of Sec. 20-73 of the Village Code of Ordinances.
- 7. A clearly defined parking area must be provided.
- 8. The applicant shall provide for portable restroom facilities including at least one handicapped accessible facility if public facilities are not within 500' of accessibility.
- 9. Adequate trash receptacles shall be provided for tree trimming and other debris, which may accumulate on site.
- 10. Limitations. Permits for temporary seasonal vendors are limited as follows:
 - Sale must be located on a surfaced area as defined in subsection (b)(1) b. hereinabove with sufficient parking for the proposed sale;
 - b. Ingress and egress must be by means of an approved existing roadway;
 - c. No more than two seasonal vendor's permits may be issued per location per year;
 - d. Permits are allowed for seasonal retail sales only as defined in subsection (b)(1) a. hereinabove; no wholesale sales are allowed by this type of permit;
 - e. Applicant must pay for additional police officers to patrol area, if deemed necessary by the village council;
 - f. Any temporary services needed will be paid for by the applicant;
 - g. Sale shall be limited to thirty (30) days' maximum for Christmas tree sales and fourteen (14) days for all other sales:
 - h. Sale shall be located on private property zoned for retail sales. No sale shall be permitted on road right-of-ways.
- 11. If trailer is to be used on site for security purpose, the applicant shall obtain temporary trailer permit from the Village Building Department. This trailer may not be used for overnight sleeping purposes.

Exhibit A Page 1

A FULLY COMPLETED APPLICATION MUST BE SUBMITTED TO THE VILLAGE CLERK 30 DAYS IN ADVANCE OF THE EVENT. FAILURE TO SUBMIT A COMPLETE APPLICATION MAY RESULT IN REJECTION OF THE APPLICATION.

RECEIVED BY: Village of Royal Palm Beach

SEP 0 6 2019

VILLAGE OF ROYAL PALM BEACH SEASONAL VENDOR PERMIT APPLICATION

Time
9-6-18
We HAPPY Holday SENCON INC
DATE: 9-6-18 Ne HAPPY Holday SENCON INC Name of applicant) Name of applicant) (Mailing address) Name, phone number and contact person SAM Peailstein 954-804-1365
Name, phone number and contact person SAM Peailstein 954-804-1365
Email address: 13t - Senatur & Ny 11 Suy 117, NCT
on behalf of Happy Holiday Sewcow Inc. (Name of person, corporation, organization, etc.)
sell X-trees wreaths t Stands
In support of such application, I submit the following information: 1. Proposed location: 10600 の以とってかりゃも おし
(Owner's written consent and affidavit of responsibility is attached.)
2. Proposed date, time of commencement and duration of temporary sales permit:
3. Items to be sold: Ytrees Wreath + Related ACC + SSOll
4. Number of sales persons involved: 10 .
5. Insurance company and policy number: SEE Attached
Copy of Certificate of Insurance showing general liability & property damage coverage is attached.)

	6. Will state, municipal or county controlled property be involved? Yes No
If yes	s, please describe: Ruyal Palm Beach High Schoo
	,
	·
	(State, municipal or county permit or written consent, if applicable, to utilize the above property is attached.)
	to assert the decree property to assert the second
	7. What temporary services will be needed? If none, so state.
	EY Sisting Electric
	8. Sales tax number: SEE ATTAChed.
	(A copy of sales tax number certificate is attached)
	9. Site plan for proposed temporary sales location showing layout of all facilities, including
parki	ng and size and location of signage, is attached hereto along with a fully executed hold
harm	less agreement as required by Section 16-12B. of the Village Code of Ordinances.
	10. Have any other seasonal vendor permits been issued for this location within the past
year?	Yes
	If yes, please indicate date: 11-22-23(8)
	11. Please address the following items:
	A. How will you assure that the proposed temporary sale will have no adverse vehicular or
pedes	strian traffic impacts which cannot be prevented by the imposition of conditions?
	B. How will you assure that the proposed temporary sale will have no adverse impacts on
adjac	ent properties and will not be detrimental to their use and peaceful enjoyment of their property?

C. How will you assure that the proposed temporary sale will not cause objectionable noise,
vibrations, fumes, odors, glare or physical activity which cannot be prevented by the imposition of
No EFFCET
D. How is the proposed temporary sale compatible with the character of the location for which it is proposed?
which it is proposed? Rasing for School
I affirm that all facts set forth herein are true and correct and understand that the Village of
Royal Palm Beach may impose reasonable conditions upon the Seasonal Vendor Permit in order to
Signature of Applicant Print name and office held, if applicable
THE STATE OF FLORIDA COUNTY OF PALM BEACH
The foregoing instrument was acknowledged before me this 6 day of Sept., 20 19, by Sam Pearl Herring, who is personally known to me or who has produced a
Florida driver's license as identification and who did/did not take an oath.
NOTARY PUBLIC STATE OF FLORIDA
Notary Public State of Florida Donal Steinhur My Commission G. 122195

VILLAGE OF ROYAL PALM BEACH, FLORIDA

OWNER'S AFFIDAVIT OF CONSENT AND RESPONSIBILITY

DO NOT COMPLETE FOR EVENTS ON VILLAGE PROPERTY

APPLICATION FOR: Special Events Perr	mitOR Seasonal Vendor Permit_X
PROPOSED LOCATION FOR SPECIAL 10400, 0 (ft)	EVENT OR TEMPORARY SALE: NOBLE BIVA BEAULT
hereby grant my/our consent for property for MYSMOSTVEE	own the property referenced above and Spylon willize the acknowledging that I/we will be responsible
for the activities conducted thereon.	Jesus Armas
Affiant	Affiant
STATE OF FLORIDA	
COUNTY OF PALM BEACH	
The foregoing instrument was acknow	rledged before me this day of
	s produced a Florida driver's license as identification
and who did/did not take an oath.	
	Doumld Stuli-A
	Notary Public
	State of Florida
	(Seal) Notary Public State of Florida Donal 1 Steinflor My Coromission GU 122185 Expires 077-6/2021

HOLD HARMLESS AGREEMENT FOR APPLICANT

The undersigned hereby requests a Special Events/Seasonal Vendor permit (circle one) from the Village of Royal Palm Beach, Florida ("Village").

NOW, THEREFORE, for and in consideration of the issuance of the permit by the Village and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I/we agree as follows:

- 1. I/we hereby agree to abide by all regulations set forth in the VILLAGE OF ROYAL PALM BEACH Code of Ordinances and all other laws.
- 2. I/we hereby agree that I/we will indemnify and hold the Village harmless from and against any and all claims, demands, lawsuit, settlements, damages, costs and expenses, including attorneys' fees, suffered or incurred by the Village and arising out of or in connection with the Special Event, Temporary Sale, or Seasonal Vending conducted.

with the opecial Event, Temporary	Jaie, or Jea	sonal vending co	naucica.
Executed thisS	day of	SCAL	, 20 <u>14</u> .
WITNESSES: Bruth Fo y Signature Printed Name Signature		Applicant S My Printed M	nuil Peallster
Daine Maiward			
Printed Name			
STATE OF FLORIDA COUNTY OF PALM BEACH			
The foregoing instrument w			his day of , who is personally
known to me or who has produced	a Florida drive	er's license as ide	ntification and who did/did
not take an oath.	Sta	tary Public ate of Florida eal)	Motary Public State of Florida Donald Steinhard My Cottonission G., 122165. Expres 97/68/2021

HOLD HARMLESS AGREEMENT FOR OWNER OF PROPERTY

(IF DIFFERENT FROM APPLICANT)

DO NOT COMPLETE FOR EVENTS ON VILLAGE PROPERTY

The undersigned is the owner of the real property to be utilized for the proposed Special Event or Temporary Sale. The undersigned has granted the Applicant permission to apply for a Special Events/Seasonal Vendor permit (circle one) from the Village of Royal Palm Beach, Florida ("Village"), to use the undersigned's property for this purpose, and acknowledges responsibility (owner's affidavit is attached hereto).

NOW, THEREFORE, for and in consideration of the issuance of the permit by the Village and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I/we agree as follows:

- 1. I/we hereby agree to abide by all regulations set forth in the VILLAGE OF ROYAL PALM BEACH Code of Ordinances and all other laws.
- 2. I/we hereby agree that I/we will indemnify and hold the Village harmless from and against any and all claims, demands, lawsuit, settlements, damages, costs and expenses, including attorneys' fees, suffered or incurred by the Village and arising out of or in connection with the Special Event or Seasonal Vending conducted.

Special Event or Seasonal Vending condu	cted.
Executed this Septembly day	of, 20 <u>19</u> .
WITNESSES: Kan Claubul	Lage Lage Lage Lage Lage Lage Lage Lage
Signature	Owner of Property
Karen Claerbourt	Jean Hamos
Printed Name	Printed Name
Claral Fab-	
Signature /	
Clara Fabra Printed Name	Molary Public State of Florida - Donald Steinhart - My Commission GG 1221£8
STATE OF FLORIDA COUNTY OF PALM BEACH	
The foregoing instrument was ac	knowledged before me this day of
Srph, 2 19 by 323	, who is personally
known to me or who has produced a Florid	la driver's license as identification and who did/did not
take an oath.	Danald Glenlant
	Notary Public
	State of Florida
	(Seal)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/20/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODU	ICED		2311		CONTAC	o t	*	· · · · · · · · · · · · · · · · · · ·	
					NAME:	VVIII IVIAU		FAX	
East Main Street Insurance Services, Inc.				(A/C, No, Ext): (330) 477-3321 (A/C, No):					
Will Maddux			E-MAIL ADDRESS: info@theeventhelper.com						
PO Box 1298				INSURER(S) AFFORDING COVERAGE NAIC #				NAIC#	
Gras	s Valley			CA 95945	INSURER A: Evanston Insurance Company 35378				35378
INSURED				INSURER B:					
	Happy Holiday Sencon, Inc				INSURER C:				
	Sam Pearstein President								
	556 Big Indian Loop		 		INSURER D :				
	Moorseville			NO 20117	INSURE				
				NC 28117	INSURE	RF:			
				NUMBER:				REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						WHICH THIS			
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE \$ 2,0	00,000
	CLAIMS-MADE X OCCUR							DAMAGE TO RENTED \$ 100 PREMISES (Ea occurrence)	
1	Host Liquor Liability							MED EXP (Any one person) \$ 5,0	
A	Retail Liquor Liability	Υ		3DS5468-M2872141		11/06/2019	12/28/2019		00,000
· · ·		'		3D33400-W2072141		12:01 AM	12:01 AM		
K	GEN'L AGGREGATE LIMIT APPLIES PER:					12.01 AW	12.01 AW	GENERAL AGGREGATE \$ 3,0	
1	POLICY PRO- LOC						E -	PRODUCTS - COMP/OP AGG \$ 2,00	
	OTHER:							Deductible \$ 1,00	00
Ľ	AUTOMOBILE LIABILITY							(Ea accident) \$	
L	ANY AUTO							BODILY INJURY (Per person) \$	
	OWNED SCHEDULED AUTOS ONLY							BODILY INJURY (Per accident) \$	
	HIRED NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident) \$	
	7,0100 0,121							\$	
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE \$	
-	EXCESS LIAB CLAIMS-MADE							AGGREGATE \$	
-								S S	
V	DED RETENTION \$ VORKERS COMPENSATION							PER OTH- STATUTE ER	
	AND EMPLOYERS' LIABILITY Y/N								
(NYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A	N/A				ļ	E.L. EACH ACCIDENT \$	
	Mandatory in NH) f yes, describe under							E.L. DISEASE - EA EMPLOYEE \$	
	DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT \$	
		<u></u>							
DESCR	RIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (A	CORD	101, Additional Remarks Schedu	ile, may b	e attached if more	e space is require	ed)	
	cate holder listed below is named as a			nsured per attached MEGL	. 2217 (19.			
Attend	lance: 5000, Event Type: Christmas Ti	ree S	ale.						
									
CERTIFICATE HOLDER CANCELLATION									
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.									
Village of Royal Palm Beach 1050 Royal Palm Beach Boulevard			AUTHORIZED REPRESENTATIVE Will Madding						
								Royal Palm Beach	
						@ 4.5	00 0015 40	OPD CORPORATION All sig	

SITE PLAN -2018 2019

ROYAL PALM GEACH H.S. HAPPY HOLIDAY

CHOLISTMAN TREES

10600 OKEE CHOBEE BLYD.

(MOT TO MEALE)

OKEFCHOGEE BLUD.

* ONE 4x 8 5.5 N