



Agenda Item # C - 5

**Village of Royal Palm Beach
Village Council
Agenda Item Summary**

Agenda Item:

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).

Initiator:	Village Manager Approval	Agenda Date	Village Council Action
Director of P & Z		10/17/19	

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:
 - a. 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.

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 06 2019

VILLAGE OF ROYAL PALM BEACH
SEASONAL VENDOR PERMIT APPLICATION

Time _____

DATE: 9-6-18

I/We HAPPY Holiday SENCOW INC
(Name of applicant)

of 556 Big Indian Loop Mooresville NC 28117
(Mailing address)

Name, phone number and contact person SAM Pearlstein 954-804-7365

Email address: BF_Senator@BellSouth.net

on behalf of HAPPY Holiday SENCOW INC
(Name of person, corporation, organization, etc.)

hereby request a Seasonal Vendor Permit from the Village of Royal Palm Beach in order to:

Sell x-trees wreaths + stands

In support of such application, I submit the following information:

1. Proposed location: 10600 Okeechobee Blvd

(Owner's written consent and affidavit of responsibility is attached.)

2. Proposed date, time of commencement and duration of temporary sales permit:

Nov 24 - 2019 to Dec 24 2019

3. Items to be sold: x-trees wreath + Related accessories

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, please describe: Royal Palm Beach High School

(State, municipal or county permit or written consent, if applicable, to utilize the above property is attached.)

7. What temporary services will be needed? If none, so state.

Ex Siting 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 parking and size and location of signage, is attached hereto along with a fully executed hold harmless 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 No

If yes, please indicate date: 11-22-2018

11. Please address the following items:

A. How will you assure that the proposed temporary sale will have no adverse vehicular or pedestrian traffic impacts which cannot be prevented by the imposition of conditions?

NO Affect

B. How will you assure that the proposed temporary sale will have no adverse impacts on adjacent properties and will not be detrimental to their use and peaceful enjoyment of their property?

NO Affect

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 conditions?

No effect

D. How is the proposed temporary sale compatible with the character of the location for which it is proposed?

Racing fund 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 reduce adverse impacts and to protect the health, safety and welfare of all.

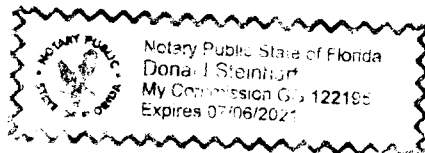
Samuel Pearlstein
Signature of Applicant

Samuel Pearlstein
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, 2019, by Sam Pearlstein, 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.

Donald Steinhart
NOTARY PUBLIC
STATE OF FLORIDA



VILLAGE OF ROYAL PALM BEACH, FLORIDA

OWNER'S AFFIDAVIT OF CONSENT AND RESPONSIBILITY

DO NOT COMPLETE FOR EVENTS ON VILLAGE PROPERTY

DATE: 9/5/19

APPLICATION FOR: Special Events Permit _____ OR Seasonal Vendor Permit X

PROPOSED LOCATION FOR SPECIAL EVENT, OR TEMPORARY SALE:

10600 Okeechobee Blvd
Royal Palm Beach
FL, 33411

I/We, RPBHS, own the property referenced above and hereby grant my/our consent for Happy Holidays Seneon, Inc. to utilize the property for Christmas Tree Sales acknowledging that I/we will be responsible for the activities conducted thereon.

[Signature]
Affiant

Jesus Armas
Affiant

STATE OF FLORIDA

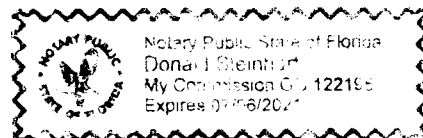
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 5 day of Sept, 2019 by Jesus Armas and _____, 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.

Donald Steinert
Notary Public

State of Florida

(Seal)



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.

Executed this 5 day of Sept, 2014.

WITNESSES:

Beverly Fox
Signature

Beverly Fox
Printed Name

Don Marwood
Signature

Donal Marwood
Printed Name

Samuel Pearlster
Applicant

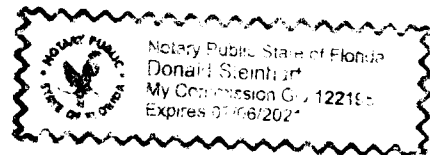
Samuel Pearlster
Printed Name

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 5 day of Sept, 2014 by Samuel Pearlster, 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.

Donald Steinbart

Notary Public
State of Florida
(Seal)



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.

Executed this September day of 5, 2019.

WITNESSES:

Karen Claerbout
Signature

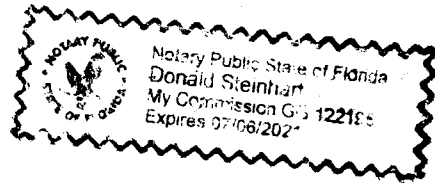
Karen Claerbout
Printed Name

Clara Fabra
Signature

Clara Fabra
Printed Name

Jesús Armas
Owner of Property

Jesús Armas
Printed Name



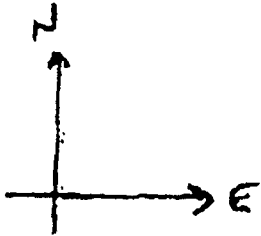
STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 5 day of Sept, 2019 by Jesús Armas, 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.

Donald Steinhart
Notary Public
State of Florida
(Seal)

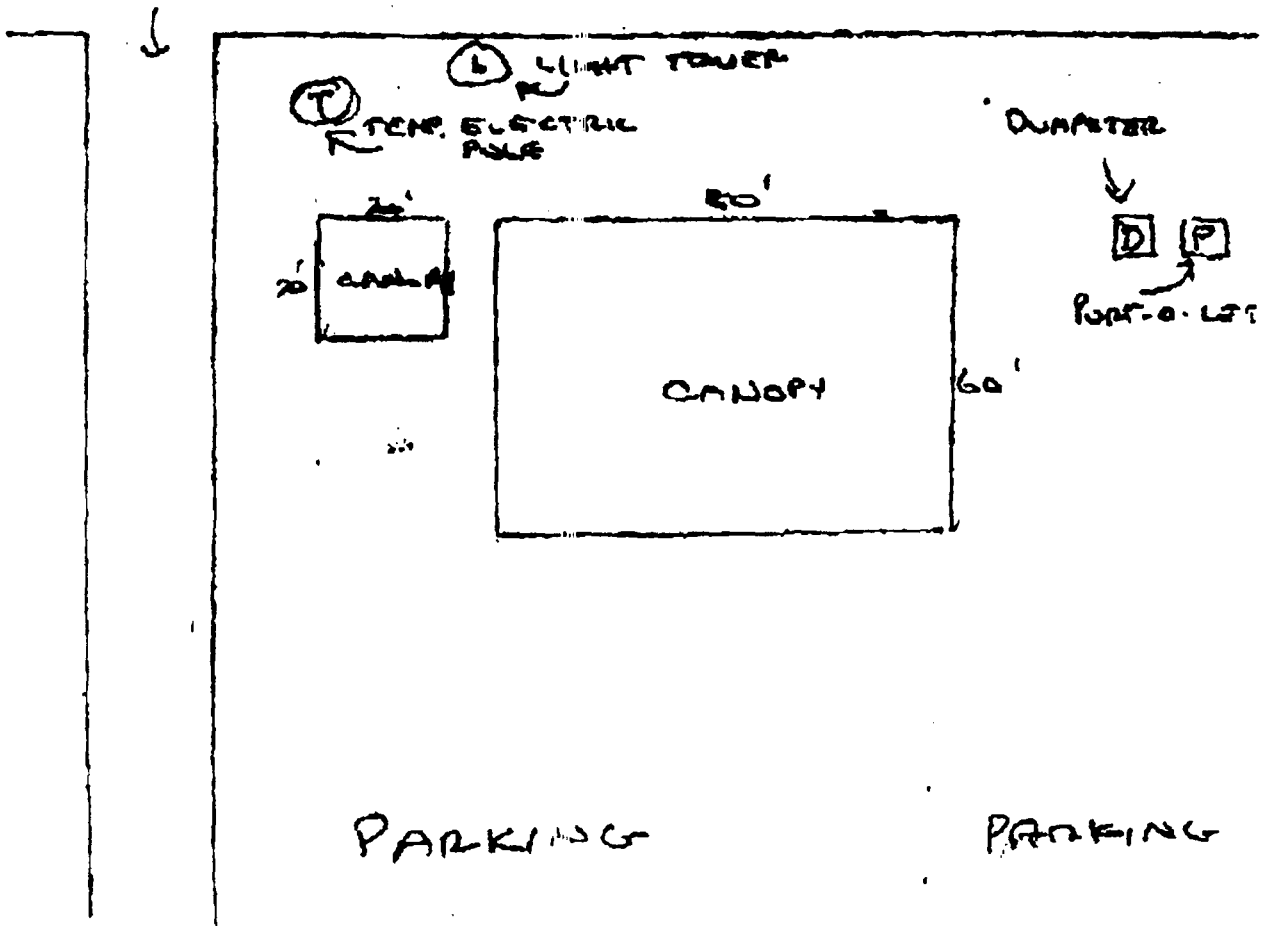
SITE PLAN - 2018 2019

ROYAL PALM BEACH H.S. / HAPPY HOLIDAY
CHRISTMAS TREES
10600 OKEECHOBEE BLVD.
(NOT TO SCALE)



OKEECHOBEE BLVD.

ENTRANCE



* ONE 4x8 SIGN