Village of Royal Palm Beach Village Council Agenda Item Summary

Agenda Item:

APPROVAL OF A SPECIAL EVENT PERMIT FOR PET SUPPLIES PLUS TO HOLD A PET WELLNESS EVENT LOCATED AT 11051 SOUTHERN BOULEVARD SUITE 160 AND SITUATED WITHIN THE SOUTHERN PALMS CROSSING SHOPPING CENTER, ON SATURDAY, JANUARY 22, 2022 FROM 9:00 A.M. UNTIL 6:00 P.M., BY JAMES BEAUCHAMP.

Issue:

The applicant is requesting a special event permit in order to hold a "Pet Wellness Event" at 11051 Southern Boulevard, Suite 160 of Southern Palms Crossing. The event will take place on Saturday, January 22, 2022 from 9:00 a.m. until 6:00 p.m. Staff has reviewed this application and determined that the proposed event will not adversely affect the immediate area.

Recommended Action:

Approval of Special Event Permit, subject to the attached conditions (Exhibit A).

EXHIBIT A

- 1. The event may only occur on Saturday, January 22, 2022 from 9:00 a.m. until 6:00 p.m.
- 2. Any tents used shall be flame resistant.
- 3. 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.
- 4. All electrical circuits shall be GFI protected.
- 5. 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. 20-71 of the Village Code of Ordinances.

NOV 29 2021

A FULLY COMPLETED APPLICATION MUST BE SUBMITTED TO THE VILLAGE CLERK 45 DAYS IN ADVANCE OF THE EVENT. FAILURE TO SUBMIT A COMPLETE APPLICATION MAY RESULT IN REJECTION OF THE APPLICATION.

VILLAGE OF ROYAL PALM BEACH SPECIAL EVENTS PERMIT APPLICATION

DATE: 11/29/2021

 $_{I\!/We}$ James Beauchamp

(Name of applicant)

of Pet Supplies Plus 11051 Southern Blvd, Ste 160 Royal Palm Beach, fl 33411

(Mailing address)

Name and phone number of contact person James Beauchamp 561-203-5601

Email address: jbeaucha1@gmail.com

On behalf of Pet Supplies Plus

(Name of person, corporation, organization, etc.)

hereby request a Special Events Permit from the Village of Royal Palm Beach in order to: The event is a wellness event for our customer's pets. We would like to put up signage in front of our store and

in the mall area (Southern Palm Crossing). We would also like to invite Sunny 107.9 which has a tent that fits in front of our store

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

1. Proposed location: Pet Supplies Plus 11051 Southern Blvd, Ste 160 Royal Palm Beach, FL 33411

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

2. Proposed date, time of commencement and duration of event: 1/22/2022 starting at 9am and ending by 6pm

3. Approximate number of participants expected:

4. Insurance company and policy number: Participants expected 100 throughout day Nature Coast Insurance Company (BPP6172X)

(Copy of Certificate of Insurance showing general liability & property damage coverage is attached.)

5. Will state,	nunicipal or county controlled property be involved? Yes	No
If yes, please describe	*	

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

6. How will this proposed event impact municipal traffic control, fire/rescue operations and/or utilities? No impact. Regular traffic within the Southern Palm Crossing mall

Proposed impact mitigation

plan: I can't anticipate an impact as we are a new business and do not have the customer base at this time

7. Are animals involved in this event? Yes No 🗸

If yes, all certificates required by Chapter 5 of the Village Code of Ordinances must be attached hereto prior to the issuance of this permit.

8. What toilet facilities will be provided for use by event participants and the public? In store restrooms

9. Site plan for proposed location of special event showing layout of all facilities, including parking and signage, is attached hereto along with a fully executed hold harmless agreement as required by Section 16-12A.2 of the Village Code of Ordinances.

10. Please address the following items:

A. How will you assure that the proposed special event will have no adverse vehicular or pedestrian traffic impacts which cannot be prevented by the imposition of conditions? We have been open for only a few months and do not have the customer base to impact vehicular or pedestrian traffic

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

Our side of the Southern Palm Crossing mall is depressed and needs this event to create customer traffic. I have discussed the event with all adjacent properties and they welcome this event as we are all struggling for increase business

C. How will you assure that the proposed special event will not cause objectionable noise, vibrations, fumes, odors, glare or physical activity which cannot be prevented by the imposition of conditions?

There will be no activity outside of our store. All evnt activity will be in the store.

D. How is the proposed special event compatible with the character of the location for which it is proposed?

100% compatible with our retail mission and product/services offering

11. In addition to depicting proposed temporary signage on the provided site plan, please list below all signs to be displayed as part of the special event. Please include sign type, dimensions, square footage and proposed location(s) (See Village Code Section 20-71).
2 Wind signs (15' tall x 2' wide) installed in front of Southern Palm Crossing entrance, 3 A-frame signs stationed in front of store location, 1 small pop-up tent (10'x10') in front of store location

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 Special Events Permit in order to reduce adverse impracts and to protect the health, safety and welfare of all.

Print name and office held, if applicable Signature of Applicant

THE STATE OF FLORIDA COUNTY OF PALM BEACH

NOTARY PUBLIC STATE OF FLORIDA (Seal)

Notary Public State of Florida Starr Almeida My Commission GG 257106 Expires 11/13/2022

VILLAGE OF ROYAL PALM BEACH, FLORIDA OWNER'S AFFIDAVIT OF CONSENT AND RESPONSIBILITY DO NOT COMPLETE FOR EVENTS ON VILLAGE PROPERTY

DATE: 11/29/2021

APPLICATION FOR: Special Events Permit _____OR Seasonal Vendor Permit_____

PROPOSED LOCATION FOR SPECIAL EVENT OR TEMPORARY SALE:

Pet Supplies Plus

11051 Southern Blvd

Ste 160

Royal Palm Beach, FI 33411

I/We, <u>FiverBeauxchaux</u>, own the property referenced above and hereby grant my/our consent for <u>IAMES Beauxchaux</u> to utilize the property for Willwess EVEN acknowledging that I/we will be responsible for the activities

conducted thereon. Affiat

Affiant

STATE OF FLORIDA COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of \Box physical presence or \Box online notarization this <u>26</u> day of <u>800</u>, 20<u>21</u> by **by Browledged** presence or \Box , 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

(Seal)

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Notary Public State of Florida Starr Almeida My Commission GG 257106 pires 11/13/2022

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.

day of _____ Executed this 20. WITNESSES Signature Applicant **Printed Name** Printed Name Signature Printed Name **STATE OF FLORIDA COUNTY OF PALM BEACH** The foregoing instrument was acknowledged before me by means of physical presence or \Box online notarization this $\underline{\mathcal{J}\mathcal{G}}$ _day of _____ , 20<u>2</u> by nos Beachar who is personally known to me or who has produced a Elorida driver's license as identification and who did/did not take an oath. Notary Public State of Florida Notary Public State of Florida (Seal) Starr Almeida My Commission GG 257106 Expires 11/13/2022

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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 28 day of Nc	V20_2.
WITNESSES:	1 F
Signature German Henad	Owner of Froperty James Beauch #
Printed Name Ruger Pence	Printed Name
Signature <u>Jan</u> Cent Printed Name STATE OF FLORIDA	
COUNTY OF PALM BEACH	
notarization this day of 20	before me by means of \Box physical presence or \Box online \Box by \Box \Box \Box \Box \Box \Box \Box \Box \Box online by \Box
-	Notary Public
	State of Florida
	(Seal)
	-7- Notary Public State of Florida Starr Almeida My Commission GG 257106 Expires 11/13/2022
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/23/2021

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).											
PRODUCER			CONTACT	Tiffany De	an						
Nature Coast Insurance, Inc			PHONE (252) 402 2565 FAX (252) 402 0402								
P.O. Box 1520			E-MALL tiffapu@paturageastinguranee.com								
1.0. Box 1020			ADDRESS: unany@naturecoastinsurance.com								
				INSURER(S) AFFORDING COVERAGE							
Chiefland FL 32644			INSURER A: Main Street America Protection Ins Co					13026			
INSURED			INSURER B : Old Dominion Ins Co					40231			
Coop Enterprises LLC			INSURER C	:							
6882 3rd ST			INSURER D):							
Apt G			INSURER E	:							
JUPITER		FL 33458	INSURER F								
COVERAGES CERT	IFICATE	NUMBER: CL218252910	4			REVISION NUME	BER:				
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.											
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POLICY JECT LOC						PRODUCTS - COMP/	OFAGG Q	000,000			
OTHER:						COMBINED SINGLE L	\$				
						(Ea accident)	*				
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OWNED SCHEDULED AUTOS						BODILY INJURY (Per					
HIRED NON-OWNED AUTOS ONLY AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$				
							\$				
VIMBRELLA LIAB						EACH OCCURRENCE	<u></u> 2,	000,000			
B EXCESS LIAB CLAIMS-MADE		CUP6172X	0	9/18/2021	09/18/2022	AGGREGATE	<mark>\$</mark> 2,	000,000			
DED X RETENTION \$ 10,000							\$				
WORKERS COMPENSATION						PER STATUTE	OTH- ER				
AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE						E.L. EACH ACCIDENT					
OFFICER/MEMBER EXCLUDED?	N/A					E.L. DISEASE - EA EN					
If ves, describe under											
DÉSCRIPTION OF OPERATIONS below						E.L. DISEASE - POLIC					
				1							
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES	6 (ACORD	101, Additional Remarks Schedule,	may be attac	ched if more sp	ace is required)						
CERTIFICATE HOLDER			CANCEL								
			UANCEL	LAHON							
City of Royal Palm Beach				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.							
1050 Royal Palm Beach Blvd.				AUTHORIZED REPRESENTATIVE							
				A							
Royal Palm Beach FL 33411				Reise Rowland							

ACORD 25 (2016/03)

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