

Agenda Item #_C - 3_____

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

Agenda Item:

APPROVAL OF A SPECIAL EVENT PERMIT FOR THE PALM BEACH SHERIFF'S OFFICE TO HOLD A PICNIC/BBQ EVENT FOR EMPLOYEES. THE EVENT WILL TAKE PLACE ON SUNDAY, JANUARY 12, 2025 FROM 11:00 AM UNTIL 4:00 PM AT VRPB COMMONS PARK AMPHITHEATER STAGE AND SIDE PAVILLIONS AT 11600 POINCIANA BOULEVARD BY MAJOR ERIC COLEMAN.

Issue:

The applicant, Major Eric Coleman of PBSO, is requesting a special event permit in order to hold a Picnic BBQ event for employees. The event will be co-sponsored by the Village of Royal Palm Beach, and will be monitored by PBSO. The event will take place on Sunday, January 12, 2025 from 11:00 a.m. until 4:00 p.m. The applicant has not requested any road closures for this event. The applicant has submitted all necessary information and forms to the Village. Staff has reviewed this application and determined that the proposed use will not adversely affect the immediate area. The applicant is requesting a special no fee permit for non-profit organizations.

Recommended Action:

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

Initiator:	Village Manager	Agenda	Village Council
Senior Planner	Approval	12/19/2024	Action

EXHIBIT A

1. The event may only occur on January 12th, 2025 from 11:00 a.m. to 4:00 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.
6. A clearly defined paved parking area must be provided.
7. The applicant shall provide for portable restroom facilities including at least one handicapped accessible facility if public facilities are not within 500' of accessibility.
8. Adequate trash receptacles shall be provided for tree trimming and other debris, which may accumulate on site.

Initiator:	Village Manager	Agenda	Village Council
Senior Planner	Approval	12/19/2024	Action



RECEIVED BY:
Village of Royal Palm Beach
NOV 25 2024
NOV 28 2024
Time: _____

SPECIAL-EVENTS PERMIT APPLICATION

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.**

Date: 11/18/2024

I/We Major Eric Coleman of the Palm Beach County Sheriff's Office
(Name of applicant)

of 11498 Okeechobee Blvd., Royal Palm Beach, FL 33411
(Mailing address)

Name and phone number of contact person: Major Eric Coleman - 561-904-8254

Email address: colemane@pbso.org or smithdiane@pbso.org

On behalf of Palm Beach County Sheriff's Office
(Name of person, corporation, organization, etc.)

hereby request a Special-Events Permit from the Village of Royal Palm Beach in order to:
Hold an agency Picnic / BBQ

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

1. Proposed location: Commons Park / Great Lawn/ 2 Lg Pavillions on each side of the stage / the Stage & Restrooms

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

2. Proposed date, time of commencement and duration of event:
Sunday, January 12, 2025 11:00 a.m. to 4:00 p.m. (Will start at Noon)

3. Approximate number of participants expected: 900

4. Insurance company and policy number: Self Insured - Letter attached.

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

5. Will state, municipal or county controlled property be involved? Yes XX No _____

If yes, please describe:
Park is controlled and owned by the Village of Royal Palm Beach.

(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? _____

Proposed impact mitigation plan: _____

7. Are animals involved in this event? Yes _____ No **XXX**

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?
All the public facilities located at the park

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 16-12(a)(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?
Plenty of traffic assistance through the Sheriff's Office on site.

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? **No adverse impacts.**

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? Only during daytime hours

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

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).

On variable messaging board. Possible overflow parking near Dog Park. PBSO Explorers will assist with parking.

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 impacts and to protect the health, safety and welfare of all. I further agree and understand that if my Special-Events Permit involves rental of the outdoor Amphitheater at Commons Park. I am required to arrange for and provide any necessary sound and lighting. I must compensate the Village of Royal Palm Beach for two (2) Parks Department staff at a rate of \$35.00 per hour per staff member.

[Signature]
Signature of Applicant

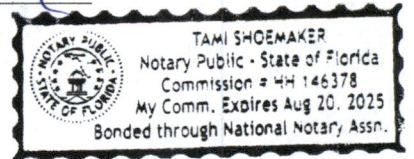
Diane Smith on behalf of Mr. Coleman.
Print name and office held, if applicable

THE STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 18th day of December, 2024, by Diane Smith, 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 (circle one).

(Seal)

[Signature]
NOTARY PUBLIC
STATE OF FLORIDA





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 18th day of December, 2024

WITNESSES:
[Signature]
Signature

ERIC P. KEITH
Printed Name

[Signature]
Signature

MIKE FERRANTE
Printed Name

[Signature]
Applicant

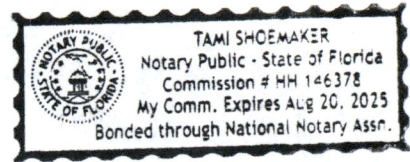
Diane Smith
Printed Name

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this 18th day of December, 2024 by Diane Smith, 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 (circle one).

[Signature]
Notary Public
State of Florida

(Seal)



PALM BEACH COUNTY
SHERIFF'S OFFICE

RIC L. BRADSHAW, SHERIFF



To: The Village of Royal Palm Beach
Date: November 14, 2024

The Palm Beach County Sheriff's Office is currently self-insured for Automobile, Workers' Compensation, General and Professional Liability pursuant to Chapter 768, Florida State Statute. Please direct any concerns regarding general and professional liability to the Palm Beach County Sheriff's Office's department of Legal Affairs.

Auto and Workers' Compensation matters should be forwarded to our third party administrator:

Workers' Compensation

USIS/Amerisys
P. O. Box 616648
Orlando, Florida 32861-6648
1-800-444-9098

Departmental Vehicles

Davies Claims North America, Inc.
P. O. Box 110239
Lakewood Ranch, FL 34211
1-877-287-4656

All departmentally issued vehicles are covered under the Palm Beach County Sheriff's Office's auto third party administrator. All employees and volunteers are covered under our workers' compensation third party administrator, *provided* that the injury occurred under the employee/volunteer's scope of duties as defined by Palm Beach County Sheriff's Office.



Corporate Pavilion Facility Rental Application and Agreement

Applicant: Palm Beach County Sheriffs Office

Facility to be Rented: East Pavilion West Pavilion

Introduction

The mission of Village of Royal Palm Beach (Village) Parks and Recreation Department is to offer a high-quality facilities for public and private rental. Village facilities are ideally suited for rentals to residents, non-profit organizations, and businesses for business meetings, community dances, private rentals, weddings and special events.

The following Rules and Regulations which govern Village pavilion and athletic facilities are important and all Applicants renting these facilities shall be expected to abide by these rules to preserve the facilities for future generations.

These Rules and Regulations are available on the Village's website at: www.royalpalmbeach.com. And can be revised without notice at the Village's sole discretion. It is the Applicant's responsibility to check on whether this document has been amended by the Village. The Applicant, its employees, agents, representatives, vendors, volunteers, group members and guests shall be required to comply with the most recent version of this document.

Reservations

All reservations shall be handled through the Village's Parks and Recreation Department. Requests must be made prior to the event either in person or please call for 561-753-1232. The Pavilion Rental Application is available for pickup at Commons Park. Facilities shall be reserved by appointment. Full Payment must be made to reserve the pavilions. It is recommended that you call in advance of your visit to be sure the facility is available for viewing. Reservations are made by appointment only.

Eligible Applicants

Any person, business, not-for-profit or civic group is eligible to rent the Village facilities provided they meet the guidelines of the Facility Policies. Rental fees are based on two (2) categories:

Category 1: Resident/Not-for-Profit

Village Residents: Village residents may rent Village facilities for private functions. Private functions include weddings, banquets, birthday celebrations, anniversary parties, retirement parties, employee recognitions, or similar types of meetings, gatherings, or events. Proof of Village residency is required.

Not-for-Profits: Not-for-Profits may rent Village facilities for private functions. The Not-for-Profit category is defined as an organization that is governed by a board of directors which has by-laws and possesses a 501(c) Tax-Exempt Certificate. A Not-for-Profit organization as defined herein can be a civic, religious and fraternal organization possessing federal 501(c) tax exempt status, including:

- | | |
|--|--------------------------------------|
| Charitable Organizations – 501(c)(3) | Business Leagues – 501(c)(6) |
| Social Welfare Organizations – 501(c)(4) | Veteran's Organizations – 501(c)(19) |
| Fraternal Societies – 501(c)(10) | |

The Village requires a copy of the Not-for-Profit's 501(c) form in order to be eligible for lower rental rates under the Not-for-Profit category. Additionally, any group claiming exemption from state sales tax must provide a copy of its Florida Sales Tax Exemptions Form. Not-for-Profits only are eligible for reduced rates for regularly scheduled group meetings. A letter signed by the head of the group or organization (i.e., president, pastor, principal, etc.) stating the date(s), outlining the time(s) and users or group benefiting from this event or function is required as part of the application. For regular scheduled group meetings, a list of meeting dates and times signed by the group leaders described in this paragraph may satisfy this requirement. Private events, as defined above, shall not be eligible for reduced rates under the Not-for-Profit status. Any Not-for-Profit group found abusing this privilege may be subject to losing the benefit of the reduced rates.

Category 2: Non-Resident, Civic Groups (Not a Not-for-Profit Category, or For-Profit Business)

Incorporated businesses, civic groups that do not meet the Not-for-Profit definition above, and persons residing outside the Village's jurisdictional boundary may rent Village facilities for meetings and private parties.

Disqualifying factors for facility rentals

- Use is considered contrary to the Village's best interest, at the Village's sole determination;
- Advocacy to overthrow the Federal, State or Local Government;
- Misrepresentation of rental information;
- Previously caused or allowed damage to Village property;
- History of hostile or violent behavior;
- Past conduct has resulted in Police or Fire department response;
- Number of rentals exceeds two (2) times per month; or
- Rental disrupts the normal operations of the facility.

General Rules

- Applicants must reserve and book sufficient time at the facility for set-up, decorating time, etc.
- Applicants must rent their own tables and chairs for their event
- Applicant's decorations must be free standing or on a tabletop and cannot be affixed to fences, walls or columns.
- All decorations and garbage must be bagged and removed from the facility by the rental end time.
- The use of candles (stand-alone), sparklers or fog/smoke/vapor machines, rice, glitter, confetti, large plants, flower petals or similar materials is NOT PERMITTED. Tacks, nails, screws, staples, masking tape, duct tape, command strips, and/or other surface adhesives or objects that may cause damage to Village property are not permitted. **NOTHING SHALL BE AFFIXED TO WALLS/COLUMNS WITHOUT THE VILLAGE'S PRIOR WRITTEN PERMISSION.**
- No firecrackers, torpedoes, rockets or other fireworks or explosives of flammable material.
- Fryers, grills, broilers, ovens, propane stoves, burners and hot plates are **NOT PERMITTED.**
- Animals, strippers, erotic dancers are not permitted.
- Lewd and lascivious behavior is not permitted.
- Parks owned by the Village are Smoke and Alcohol Free; therefore, smoking and drinking is **NOT PERMITTED.** Smoking is defined as any nicotine, herbal, nicotine free, or medical marijuana product used or in the form of cigarettes, cigars, e-cigarettes, hookah pens, vaping, mod devices or any other simulating smoking device. Designated smoking areas are located outside of Village facilities along with appropriate smoking receptacles.
- Music and public address systems must comply with the Village's Code of Ordinances regarding permissible noise levels in public places. Sounds, amplified or not, must be kept confined to the rental facility property. Small personal music devices such as radios and CD players are permitted; however, sound should not travel 100 feet beyond the reserved pavilion or athletic facility.
- The Village is NOT responsible for any personal property, including flowers, food, and decorations, which is placed upon the premises of the facility by the Applicant or any of their employees, agents, representatives, vendors, volunteers, group members or guests.
- No objects are to be inserted into the ground without the approval of the Parks and Recreation Department. Use of tents or canopies are not permitted unless authorized by the Village. Barbeque grills are provided at specific parks; however, additional grills are **NOT PERMITTED.** Please extinguish all fires in cooking areas before exiting the park. Do not remove or dispose of hot coals from the grills.
- Applicant's reservation may be cancelled by the Village without cause or hearing, if any of the information provided by me contains any misrepresentation or falsification, or if any material information has been omitted.
- Completion of this application does not constitute a reservation. No meeting or event is confirmed or placed on the calendar until a written Facility Rental Agreement is signed and paid in full.
- No tickets are to be sold, nor any admission charge made except as expressly authorized by the Village permit.

Cancellation

- All cancellation notices shall be in writing and signed by the Applicant.
- If a written cancellation notice is received by the Village sixty (60) or more calendar days prior to the event date, the Applicant shall receive a full refund minus the processing fee of 20%.
- If written cancellation notice is received by the Village thirty-one (31) to fifty-nine (59) calendar days prior to the event date, the Applicant shall forfeit 50% of the fees that have been paid to the Village.
- If a written cancellation notice is received by the Village thirty (30) calendar days or less prior to the event date, Applicant agrees that all fees collected by the Village shall be forfeited to the Village as liquidated damages.

Pavilion Rentals

- Inflatables are permitted inside COMMONS PARK ONLY. All inflatable requests must be made in person at the Village's Commons Park. The Applicant must submit a copy of the company's insurance certificate naming the Village of Royal Palm Beach as an additionally insured at the time of application. Applicants must also submit a receipt showing that they have a current agreement with the vendor and pay a fee of \$50 per inflatable to the Village. If the insurance certificate, the proof of purchase, or the money is not paid three (3) business days prior to the reservation/event, Village staff will not allow set-up of the inflatable. Electric will not be provided, a generator is required for all inflatable reservations. Each inflatable should have a maximum of 6-8 participants inside the structure at a given time and must have constant adult supervision. Inflatables cannot exceed 18'(W) x 32'(L) x 24'(H) in size. Please note that your inflatable must be removed from the park at the conclusion of your reservation.
- Water features and mechanical rides are NOT PERMITTED.
- In the event that the pavilion is occupied by another party during your reserved timeslot, please inform them that the pavilion is reserved and show them your permit. If they refuse to leave, please call our Parks Maintenance Hotline at (561) 284-0017 and inform Village Staff of the situation. If the situation cannot be remedied, call the Palm Beach County Sheriff's Office (PBSO) at (561) 753-1232. Note: The Applicant should always have a copy of their permit on hand at the time of their reservation.
- The Village reserves the right to cancel or reschedule any pavilion at any time. This may occur if the facility is deemed as unsafe or unsuitable and cannot be repaired immediately.

Additionally, the Applicant understands and agree as follows:

1. *Applicant* is 18 years of age or older and certify that there are no misrepresentations, omissions of falsifications in the foregoing statements and answers, and that entries made by me are true, complete and correct.
2. *Applicant* shall not injure, damage in any manner, nor deface the premises, and shall not drive or hammer nails, hooks, locks or screws into any part of the building or make any alterations of any kind to the facility. *Applicant* shall cause the premises to be kept clean, safe and well cared for during the Rental Period, and shall return the premises to the *Village* in the same condition as they were in at the commencement of the Rental Period. This will depend on the report submitted by the building attendant, which will be reviewed with you at the end of your rental. **NOTHING SHALL BE AFFIXED TO WALLS WITHOUT THE VILLAGE'S PRIOR WRITTEN PERMISSION.**

After the event, a post event walk-through will be performed. Village Staff will visually inspect the facility immediately following the function. Staff will review the facility for possible damage or problems. Applicant shall be fully responsible for the replacement or repairs of any part of the facility or its contents therein which become broken, defaced or damaged as a result of the rental. Applicant shall leave the facility and its contents in the same condition in which the group found them. Applicant is solely responsible and answerable for any and all accidents, damage, or injuries to persons or property resulting from use of the facility. Applicant is solely responsible and answerable for any and all actions that arise from the event and the Applicant agrees to reimburse the Village for damages.

3. *Applicant* shall comply with all laws of the United States, the state of Florida, all ordinances of the *Village* and Palm Beach County, and all rules and requirements of the Palm Beach County Sheriff's Office and Palm Beach County Fire-Rescue. *Applicant* further shall abide by and conform to all rules and regulations adopted by the *Village* for the use of the facility, as amended from time to time.
4. *Village* reserves the right to eject or require ejection of any person or persons from the facility, and upon the exercise of this authority, *Applicant* waives any right or claim for damages against *Village*. Additionally, violations of any of the *Village's* facility rules and regulations by any *Applicant*, or *Applicant's* employees, agents, representatives, vendors, volunteers, group members, or guests shall subject this Agreement and *Applicant's* use or possession of the *Village* facility to immediate cancellation, ejection, and forfeiture of all monies paid.
5. Any authorized representative of the *Village* may enter the facility at any time. *Applicant* also agrees and understands that the *Village* shall have the right to have *Applicant* remove from the facility all personal property remaining at the termination of the contracted Rental Period and dispose of such property as trash.
6. No portion of the sidewalks, entries, passages, or access to public areas of the facility shall be obstructed by the *Applicant* or used for any purpose other than for ingress or egress of the premises.
7. In the event of litigation, trial or appellate, between *Applicant* and *Village* relating to the enforcement of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party.
8. *Applicant* shall not assign this Agreement nor offer any use of the premises for any other purposes than specified in this Agreement.
9. In the event that that facility shall be destroyed or damaged by fire or any other causes, this Agreement shall terminate, and *Applicant* waives any claim for damages or compensation except for the return of all fees and/or deposits paid to *Village*.
10. This Agreement shall be construed pursuant to the laws of the state of Florida. Should any disputes arise from this Agreement, venue shall lie in Palm Beach County, Florida.

11. This Agreement is binding upon the parties hereto their heirs, successor and/or assigns.
12. This Agreement shall not be construed against the party who drafted the same.
13. All terms and conditions of this permit shall be binding upon the parties, their heirs, successors and assigns and cannot be varied or waived by any representations or promises unless the same be in writing, signed by the duly authorized agent or agents who executed this Agreement, and attached as a written addendum to this Agreement.
14. In consideration of being permitted to enter upon and use the facility as provided for herein, *Applicant* and its legal representatives, heirs, successors and assigns, hereby agrees to release, waive, discharge, defend, indemnify, and hold the *Village* harmless from any claim, demand, suit, loss, cost, expense or damage which may be asserted, claimed or recovered against or from the *Village* by reason of any damage to property, or bodily injury, including death, sustained by any person, and which claim, demand, suit, loss, cost expense or damage arises out of or is incident to or in any way connected with this permit or the condition of the facilities, through the fault of caused by the *Applicant*, its employees, agents, representatives, vendors, volunteers, group members, or guests. Any person allowed access to the facilities by *Applicant*, its employees, agents, representatives, vendors, volunteers, group members or guests, shall be deemed a guest of the *Applicant*. This indemnification is supported by adequate consideration. *Applicant* expressly agrees that this paragraph is intended to be as broad and inclusive as is permitted by the laws of the State of Florida, and that if any portion thereof is held invalid, it is hereby agreed that the balance shall continue in full force and effect.

By my signature, I agree to comply with all rules, regulations, laws and ordinances of the Village and the Parks and Recreation Department in regard to the rental and/or use of facilities and agree to the indemnification above.

I HAVE RECEIVED, READ, AND UNDERSTAND THE ABOVE RULES AND REGULATIONS AND AGREE TO ABIDE BY ALL OF THE ABOVE.

Applicant Name (print): Eric Coleman

Applicant Signature: MAJ. E. C.

Date: 12-18-24

THIS SHEET SHALL BE ATTACHED TO THE FACILITY RENTAL APPLICATION AND AGREEMENT

Applicant's Name: Palm Beach County Sheriffs Office E-mail: colemane@pbso.org

Rental Date: / / Rental Time: 11 am/pm to 4 am/pm

Address: 11498 Okeechobee Blvd

City: Royal Palm Beach State: FL Zip: 33411

Phone Numbers: (C) (H) (O) 561-904-8254

Group/Organization: Palm Beach County Sheriffs Office

Not-for-Profit Organization: Yes / No
(Circle One)

Function Type: Agency Picnic / BBQ

NOTE: The Village is under no obligation to process or allow last minute changes to the reservation.
(Applicant's Initials).

Number of Attendees/Participants: 900

Park Location: Commons Park

Pavilion East Or west: Both

Fee Proposal

THIS SHEET SHALL BE ATTACHED TO THE FACILITY RENTAL APPLICATION AND AGREEMENT

This Proposal is being prepared for: Palm Beach County Sheriffs Office

Resident / Non-resident	Profit/Not-for-Profit	Date: <u>1/12/25</u>	Time: <u>11am-4pm</u>
Facility Requested: <u>Commons Park Corporate Pavilions & Stage</u>		# Participants: <u>900</u>	
Type of Function: <u>Agency Picnic / BBQ</u>			
Pavilion(s) Requested: <u>Corporate Pavilions East & West</u>			

Pavilion Fees:

Facility Charge: \$500 per Pavilion \$ 500 x 2 = 1000
 Damage Deposit: \$250 \$ _____
 Additional Staff Hours \$ 35 x 5 hours (x 2 staff members) \$ 300

 SUB TOTAL: \$ 1300
 Convenience Fee if using Credit Card (2.5%) \$ _____
 + TAX (_____ %) \$ _____

TOTAL RENTAL FEES: \$ 1300

BALANCE: \$ 1300

DATE PAID: / /

TOTAL DUE: \$ _____ R _____ NR _____ Check # _____ VISA/MC/DISC/AMEX _____

Accepted by: _____ Inputted by: _____ Receipt # _____ Date: _____