

RESOLUTION NO. 20-117

**JILL SNODGRASS (DBA DAILY PLAN-IT) -- KEY WEST FARMERS MARKET
AT TRUMAN WATERFRONT PARK
- REVOCABLE LICENSE**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AUTHORIZING THE CITY OF KEY WEST TO ENTER INTO A REVOCABLE LICENSE AGREEMENT FOR NONPERMANENT USE OF CITY PROPERTY WITH JILL SNODGRASS (DBA DAILY PLAN-IT), TO ALLOW THE OPERATION OF A KEY WEST FARMERS MARKET AT TRUMAN WATERFRONT PARK EACH THURSDAY, UPON ADDITIONAL TERMS AND CONDITIONS CONTAINED IN THE AGREEMENT (AUGUST 1, 2020 THROUGH JULY 31, 2021); PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Section 2-939 of the Code of Ordinances of the City of Key West, Florida allows the City to grant a revocable license for a nonpermanent use of City property; and

WHEREAS, the City Commission finds that a regularly scheduled Farmers Market provides local access to fresh foods and related merchandise, thereby provides a benefit to residents and visitors;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That the City Manager is hereby authorized to execute the attached Revocable License Agreement for Use of City Property (the "Agreement") between the City and Jill Snodgrass

(dba Daily Plan-It) for the use of a designated area of Truman Waterfront Park for the Key West Farmers Market, on Thursdays, upon specific terms and conditions set forth in the Agreement (August 1, 2020 through July 31, 2021).

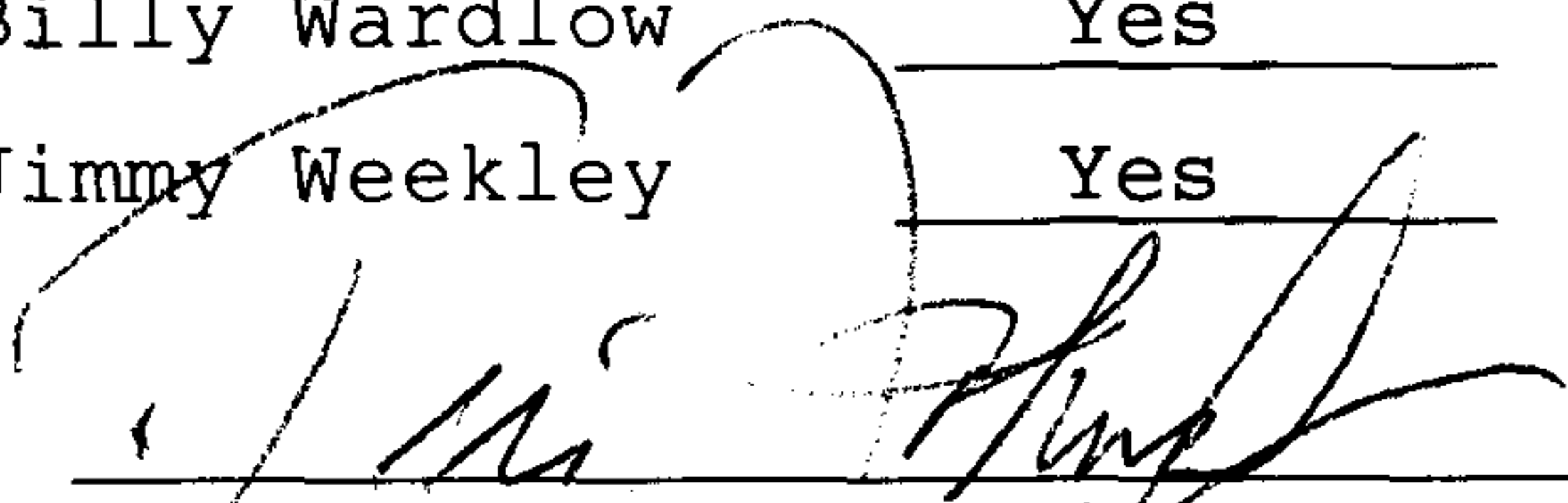
Section 2: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the Presiding Officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 21st day of July, 2020.

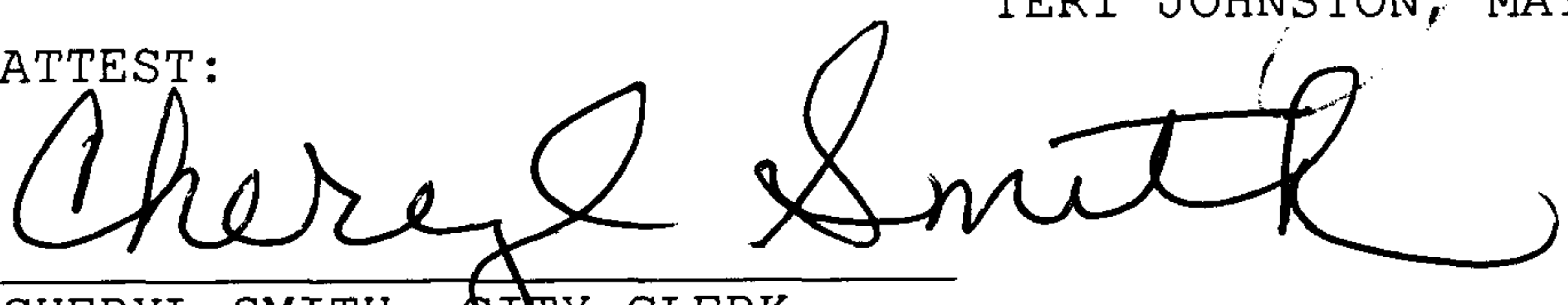
Authenticated by the Presiding Officer and Clerk of the Commission on the 22nd day of July, 2020.

Filed with the Clerk on July 22, 2020.

Mayor Teri Johnston	<u>Yes</u>
Vice Mayor Sam Kaufman	<u>Yes</u>
Commissioner Gregory Davila	<u>Yes</u>
Commissioner Mary Lou Hoover	<u>Yes</u>
Commissioner Clayton Lopez	<u>Yes</u>
Commissioner Billy Wardlow	<u>Yes</u>
Commissioner Jimmy Weekley	<u>Yes</u>


TERI JOHNSTON, MAYOR

ATTEST:


CHERYL SMITH, CITY CLERK

EXECUTIVE SUMMARY



TO: City Commission

CC: Gregory W. Veliz

FR: George B. Wallace
Assistant City Attorney

DT: June 23, 2020

RE: **Renewal of the Revocable License Agreement for the KW Farmers Market at the Truman Waterfront n/k/a Truman Sunset Summer Market**

ACTION: This is a request to approve the renewal of the revocable license agreement between the City of Key West and Jill Snodgrass for the KW Farmers Market at the Truman Waterfront which will now be operated as the Truman Sunset Summer Market.

HISTORY: The KW Farmers Market at the Truman Waterfront has been operating every Thursday at the Truman Waterfront for several years. Pursuant to Section 2-939 of the Code of Ordinances the City may enter into a revocable license agreement for the use of city property which may be unilaterally terminated by the City with or without cause. The proposed terms of the revocable license agreement are as follows:

- Demised Area:** The area that may be utilized is as shown on Exhibit A and also includes details of the areas that are off limits as determined by Community Services.
- Use:** The operation of a Famer's Market on Thursdays from 3pm until 30 minutes after sunset, every Thursday. The City will have the right to institute blackout dates and the use fee will be abated accordingly.
- Term:** August 1, 2020 through July 31, 2021, unless sooner revoked by the City
- Use Fee:** \$50.00 per hour or \$300.00 per week which will include utilities, trash bags and disposal
- Insurance and Indemnification:** The Licensee will indemnify the City to the fullest extent permitted by law and will keep insurance in the limits prescribed in full force and effect at all times naming the City as an additional insured

CONCLUSION: The Licensee has created and manages a successful Farmers Market that has been very well received and patronized by the local community. The annual fee of \$15,600 is a source of funding that may contribute to park maintenance and improvements in exchange for a limited use of the area.

ATTACHMENTS: Revocable License Agreement
Organizational Documents
Insurance

REVOCABLE LICENSE AGREEMENT FOR USE OF CITY PROPERTY

This License Agreement is made this _____ day of _____, 2020, by and between the City of Key West, Florida, a municipal corporation, whose mailing address is P.O. Box 1409, Key West, Florida, 33041 (hereinafter "Licensor") and Jill Snodgrass, individually whose mailing address is 2400 Seidenberg Avenue, Key West, FL 33040 (hereinafter "Licensee").

WITNESSETH:

WHEREAS, Licensee desires to do business as the Truman Waterfront Farmers Market; and

WHEREAS, Licensor owns the property upon which the proposed Market is to be operated; and

WHEREAS, pursuant to section 2-939 of the Key West Code of Ordinances, Licensor may grant Licensee a revocable license to use Licensor's property.

WHEREAS, the City is in the process of developing policy for commercial or private use of public property this revocable license agreement may be subject to amendment to comply with policy enacted by the City Commission,

NOW, THEREFORE, the parties agree as follows:

1. For the period beginning on the First Day of August, 2020, and ending on the last day of July 2021, the Licensor hereby grants to the Licensee a revocable and non-assignable license to enter in, on, over, and across the land described on Exhibit A, which is attached hereto and incorporated by reference, for use by the Licensee, its representatives, agents, contractors and assigns for the purpose of operating the Truman Waterfront Farmers Market with a maximum of 20 participants, once per week on Thursday's as depicted on Exhibit "A", which is attached hereto and incorporated by reference; subject to existing easements for public roads and highways, public utilities, railroads and pipelines; reserving, however, to the Licensor, its successors and assigns, all such right, title, interest and privilege as may be used and enjoyed without interfering with or abridging the rights and right-of-entry hereby acquired. Provided however, Licensee shall agree to the following:
 - Licensee shall use the area for the operation of an outdoor farmers market including produce, cheese, plants, meats, bakery items, food to go and some merchandise, beer and wine through a properly insured and licensed vendor and no other purpose.
 - Acoustic musicians without amplification, stage or seating may be allowed to perform and accept tips.
 - Vendors will set up tents at the back of their vehicles to facilitate loading in and out and operating from each space
 - No drilling or staking in any park area
 - The Licensee will meet all applicable fire and health codes for any on-site cooking or food preparation
 - Licensee agrees that no single use polystyrene products of any kind will be allowed
 - Licensee shall clean the area and remove the trash and re-cycling after each event
 - Licensor has no obligation to provide power or water the Licensees use
 - Licensee will have the option of operating between the hours of 9am and 3pm or from 3pm until 30 minutes after sunset depending on the season and subject to City Manager approval for the time changes in order to avoid any conflicts.

2. In consideration for the grant of license in paragraph 1 herein above, Licensee herein expressly agrees to be solely responsible for all costs of any nature whatsoever associated with the occupancy and operation of the Farmers Market as herein described.

3. If any action of the Licensee's employees or agents in the exercise of this License results in damage to the property, including but not limited to the turf, irrigation, utilities, or improvements the Licensee will immediately repair such damage in a manner acceptable to the Licensor. In no event shall such repair or settlement exceed the fair market value of the fee title to the real property at the time immediately preceding such damage.

4. This License is personal to Licensee and may not be assigned or transferred. The use of a single property insured and licensed vendor for the sale of beer and wine is not an assignment or transfer for these purposes. Licensor shall have the right to terminate this License with or without cause upon seven (7) days written notice to Licensee at the following address:

Jill Snodgrass
2400 Seidenberg Avenue
Key West, FL 33040

5. To the fullest extent permitted by law, Licensee expressly agrees to indemnify and hold harmless the City of Key West and their respective officers, directors, agents, and employees (herein called the "indemnitees") from any and all liability for damages, including, if allowed by law, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property caused in whole or in part by any act, omission, or default by Licensee or its subcontractors, vendors, material men, or agents of any tier or their employees, arising out of this Agreement or its performance, including any such damages caused in whole or in part by any act, omission, or default of any indemnitee, but specifically excluding any claims of, or damages against an indemnitee resulting from such indemnitee's gross negligence, or the willful, wanton or intentional misconduct of such indemnitee or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of Licensee or its subcontractors, vendors, material men, or agents of any tier or their respective employees. The provisions of this indemnification provision shall survive the expiration or earlier termination of this License Agreement. Nothing herein is intended to waive the immunity afforded to City pursuant to Florida Law, including section 768.28, Florida Statutes.

6. Licensee shall keep in full force and effect at all times during the effective period of this Agreement, and at their own cost and expense the following insurance in insurance companies authorized in the State of Florida, with an A.M. Best rating of A-:VI or higher and shall provide evidence of such insurance to the City. The policies or certificates must be endorsed to provide thirty (30) days prior to cancellation notices of same shall be given to the City by U.S. Mail for all of the required insurance policies stated below. The City of Key West, all Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees are to be named as "additional insureds" under all policies herein on a primary and non-contributory basis as respects liability arising out of activities performed by or on behalf of Licensee operating under this License Agreement.

Licensee shall maintain limits no less than those stated below:

Commercial General Liability - with a minimum amount of One Million (\$1,000,000.00) Dollars per occurrence, Two Million (\$2,000,000.00) Dollars per Aggregate.

Worker's Compensation – Statutory, in compliance with the Compensation law of the State of Florida. The coverage must include Employer's Liability with a limit of One Million (\$1,000,000.00) Dollars each accident.

Business Automobile Liability Insurance with a minimum limit of liability per occurrence of One Million (\$1,000,000.00) Dollars Combined Single Limit. The City of Key West must be named as an Additional Insured. This insurance shall include for bodily injury and property damage the following coverage:

- Owned automobiles
- Hired automobiles
- Non-owned automobiles

Excess/Umbrella Liability shall have a minimum limit of One Million (\$1,000,000.00) per occurrence with an annual aggregate of One Million (\$1,000,000.00.) This coverage is to be following form and include the Commercial General Liability and Automobile Liability Policies.

Scope of Insurance and Special Hazards

The insurance required under Paragraphs 6 hereof is a minimum to provide adequate protection for Licensee, respectively, against damage claims which may arise from operations under this Agreement, whether such operation be by the insured or by anyone directly or indirectly employed by the insured and, also against any of the special hazards which may be encountered in the entities' operation under this Agreement. The insurance required herein and approval of Licensee's insurance by the Licensor shall not relieve or decrease the liability of Licensee hereunder.

Waiver of Subrogation

The insurance policies required under Paragraph 6 hereof shall contain "waivers of subrogation" endorsements whereas Licensee's insurer waives any claim against the City of Key West.

Certificates of Insurance

Certificates of Insurance shall be filed and maintained throughout the life of this Agreement with the City Clerk evidencing the minimum limits of insurance cited above. All policies shall be endorsed that they may not be terminated or modified without insurer providing the City of Key West at least thirty (30) days advance notice. Additionally, Licensee shall immediately notify the City of any cancellation of such insurance.

7. Licensor does not warrant or represent that the property is safe or suitable for the purpose for which Licensee is permitted to use it, and Licensee assumes all risks in its use.

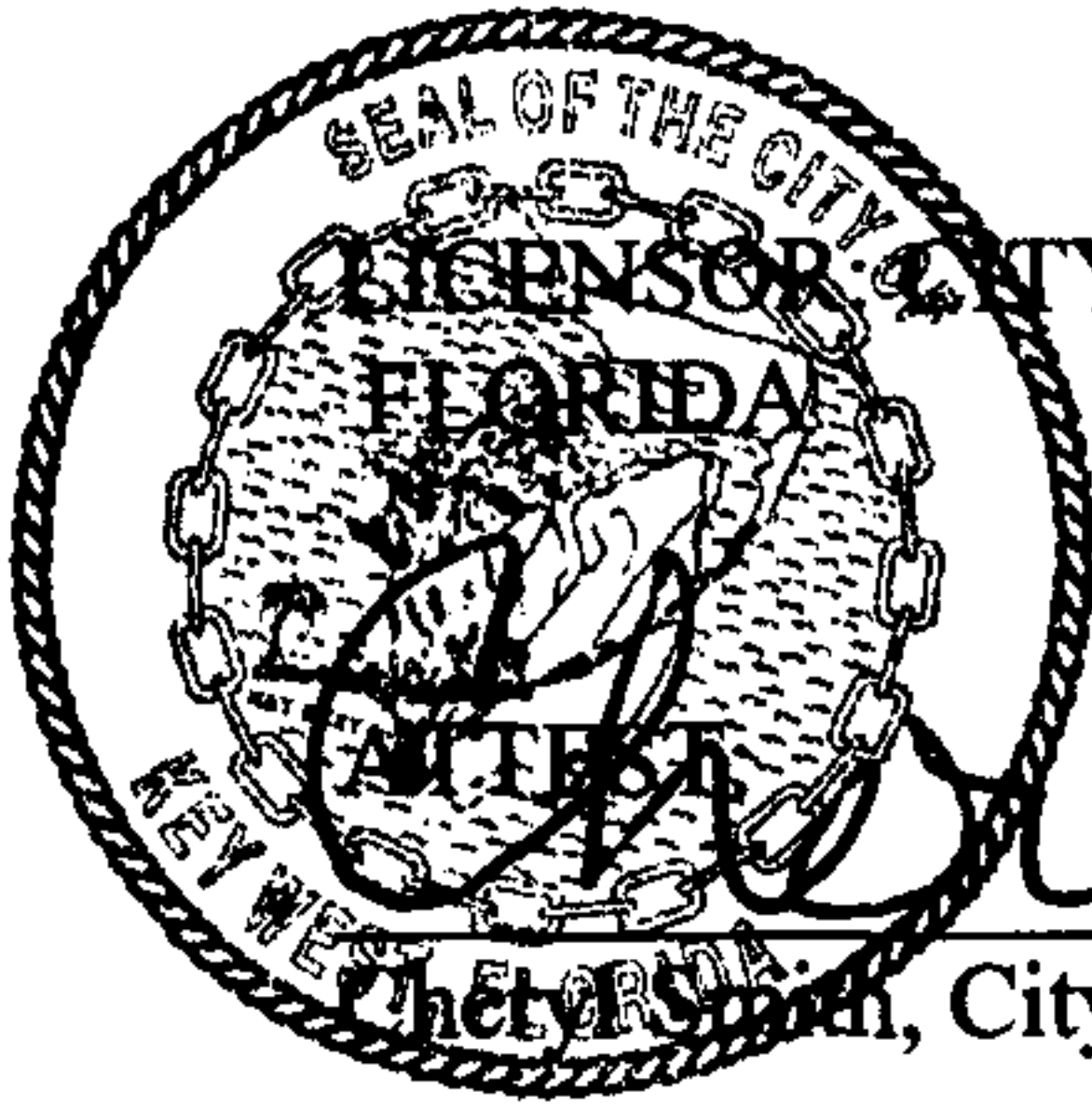
8. Licensee shall pay Licensor \$300 per week, payable in advance on the first of every month hereafter. Should Licensee desires to add additional vendors, and if it is approved by the City, the fee will be increased by \$15.00 per week for each additional vendor over 20.

9. The Licensor shall have the right to institute blackout dates as may be required with a minimum of two weeks prior written notice to the Licensee and Licensee will receive a pro-rated abatement of the monthly fee for the blackout period.

10. During the term of this Agreement, Licensee shall be permitted to place signage recognizing the activities of Licensee as permitted herein. All aspects of the signage, including the number, size, placement, duration of placement and design shall be subject to the approval of Licensor, in its sole discretion and must be removed at the end of each event.

THIS SPACE INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties have executed this License Agreement on the date above written.



CITY OF KEY WEST,

Cheryl Smith, City Clerk

By

Gregory W. Veliz, City Manager

LICENSEE: Jiff Snodgrass

WITNESS

Sam Snodgrass

Print Name

By:

Jiff Snodgrass

EXHIBIT A KW FARMERS MARKET AREA
CITY MANAGER TO DETERMINE LOCATION



CITY OF KEY WEST, FLORIDA

Business Tax Receipt

This Document is a business tax receipt
Holder must meet all City zoning and use provisions.
P.O. Box 1409, Key West, Florida 33040 (305) 809-3955

Business Name **DAILY PLAN-IT**

Location Addr **2400 SEIDENBERG AVE**

Lic NBR/Class **30414**

MISCELLANEOUS OTHER SERVICES

Issued Date **9/13/2019**

Expiration Date: **September 30, 2020**

MISCELLANEOUS OTHER SERVICE

Comments: **EVENT PLANNER**

Restrictions:

**DAILY PLAN-IT
2400 SEIDENBERG AVE**

KEY WEST, FL 33040



CERTIFICATE OF LIABILITY INSURANCE

DATE (MMDDYYYY)

10/14/2019

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).

PRODUCER		CONTACT NAME: Peter Batty	
United Atlantic Insurance Group		PHONE (A/C. No. Ext): (305) 748-2134	FAX (A/C. No.): (305) 768-0250
3426 Duck Avenue		E-MAIL ADDRESS: terese@uaigkw.com	
Key West FL 33040		INSURER(S) AFFORDING COVERAGE	
		INSURER A: HISCOX INS CO INC	NAIC # 10200
INSURED		INSURER B:	
DAILY PLAN-IT		INSURER C:	
2400 Seidenberg Ave		INSURER D:	
Key West FL 33040		INSURER E:	
		INSURER F:	

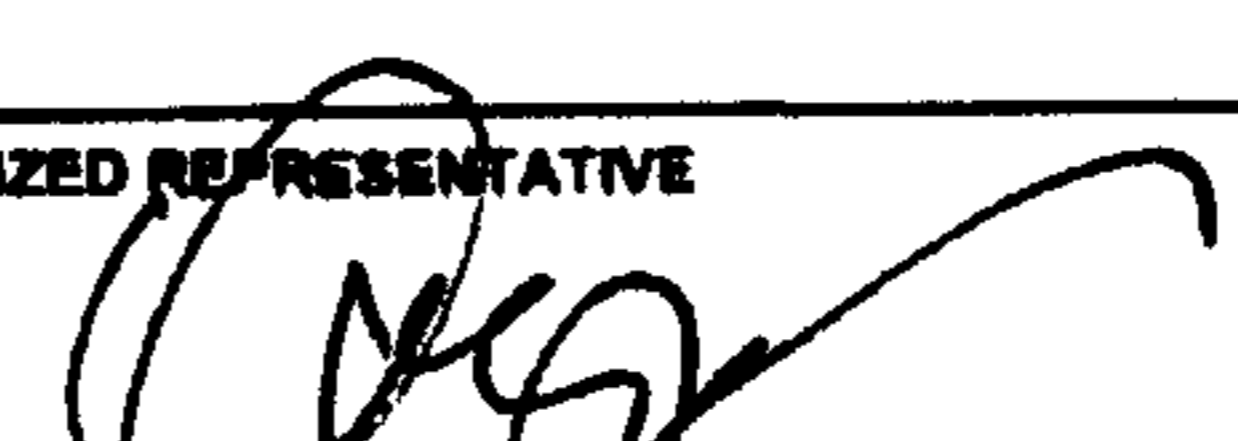
COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MMDDYYYY)	POLICY EXP (MMDDYYYY)	LIMITS
X	COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	UDC-2385097-EO-19			EACH OCCURRENCE \$ \$2,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ \$2,000,000.00 PRODUCTS - COMP/OP AGG \$ Deductible \$ \$500.00
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City Of Key West 1300 White Street Key West FL 33040	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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