

RESOLUTION NO. 19-210

JILL SNODGRASS -- 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, 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, 2019 THROUGH JULY 30, 2020); 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 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, 2019 through July 30, 2020).

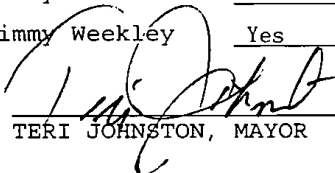
Section 2: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the Presiding Officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 16th day of July, 2019.

Authenticated by the Presiding Officer and Clerk of the Commission on 16th day of July, 2019.

Filed with the Clerk on July 17, 2019.

Mayor Teri Johnston	<u>Yes</u>
Vice Mayor Sam Kaufman	<u>Yes</u>
Commissioner Gregory Davila	<u>Absent</u>
Commissioner Mary Lou Hoover	<u>Absent</u>
Commissioner Clayton Lopez	<u>Absent</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: Jim Scholl

FR: Marilyn Wilbarger, RPA, CCIM

DT: June 27, 2019

RE: Revocable License Agreement for the operation of the Key West Farmers Market at Truman Waterfront Park

ACTION: This is a request to approve a revocable license agreement between the City of Key West and Jill Snodgrass for the operation of the Farmers Market at Truman Waterfront Park.

BACKGROUND: Jill Snodgrass is the sole proprietor of Daily Plan-it which is a full-service special event company specializing in outdoor festivals and vendor events. They have been in business since 1989 and operating in the Florida Keys since 2014. They designed and developed the seasonal Key West Artisan Market which last year successfully moved to Higgs Beach under contract with Monroe County. They are contracted to produce the Pigeon Key Art Festival, Florida Keys Commercial Fisherman's Seafood Festival and the I Love Stock Island Festival, among other events. Until this past year, they split time between Key West and Missouri where since 2003 Daily Plan-it has coordinated the state's 4th of July celebration, Salute to America, featuring national bands and six entertainment stages, twenty city blocks of themed areas, 200+ vendors, parade, carnival, contests and a completely sponsorship-driven, million dollar budget for a three day spectacle that attracts more than 70,000 visitors a year. Now they are full-time Monroe County residents completely dedicated to events taking place in our community.

- Demised Area:** The area that may be utilized is as shown on Exhibit A as determined by the City Manager.
- Use:** The operation of a Farmers Market for 6 hours weekly on Thursdays from 9am until 3 pm throughout the year.
- Term:** August 1, 2019 through July 31, 2020, unless sooner revoked by the City
- Use Fee:** \$300.00 per week for up to 20 vendors. Additional vendors will be \$15.00 each per week.
- 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 successful events that have been very well received and patronized by the local community. It is their desire to pick up where the green market left off in a new location to continue to serve the local community that have come to depend on and enjoy the products offered by the vendors.

ATTACHMENTS: Revocable License Agreement
Organizational Documents

REVOCABLE LICENSE AGREEMENT FOR USE OF CITY PROPERTY

This License Agreement is made this 16 day of July, 2019 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 KW Farmers Market at Truman Waterfront Park; 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, 2019, and ending on the last day of July 2020, 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 KW Farmers Market at Truman Waterfront Park on a year round basis with a maximum of 20 participants, once per week on Thursdays from 9am until 3pm, 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 and no other purpose.
 - 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

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. 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 to Licensor \$50.00 per hour for 6 hours or \$300 per week, payable in advance on the first of every month hereafter. In the event that Licensee desires to add additional vendors and it is approved by the City, the fee will be increased by \$15.00 per week for each additional vendor.

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 and every use.

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

LICENSOR: CITY OF KEY WEST,
FLORIDA

ATTEST:

Cheryl Smith By: Jim Scholl
Cheryl Smith, City Clerk Jim Scholl, City Manager

LICENSEE: Jill Snodgrass

WITNESS

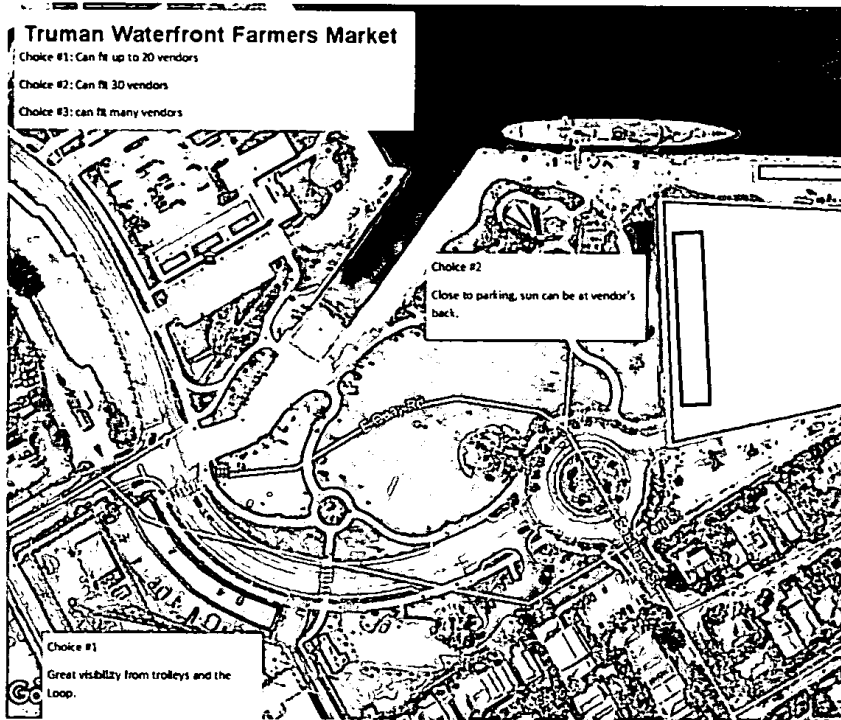
Sam Snodgrass
Print Name

By:

Jill Snodgrass

EXHIBIT A KW FARMERS MARKET AREA

CITY MANAGER TO DETERMINE LOCATION



Business Tax Receipt Application

City of Key West
City Hall Annex
PO Box 1409
Key West, FL 33041

Date Applied 1/7/15

BTR # _____

Phone 305-809-3955

Fax 305-809-3978

Business Type: Event Planner (sole Proprietor)

Business Name: Daily Plan-it

Business Location: Jefferson City, MO (4521 Riverfront Drive)

Business Owner: Jill Snodgrass

State Licensed Qualifier (if applicable): _____

Mailing Address: 2400 Seidenburg Ave, Key West FL 33040

EIN / SS # 43-1632469 Phone # 573-680-5468

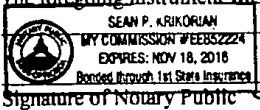
Jill Snodgrass
Applicant name (printed)

[Signature]
Applicant signature

1/7/15
Date

State of Florida
County of Monroe

The foregoing instrument was acknowledged before me this 7TH day of JAN, 2015, by



(stamp or seal). Personally known
Signature of Notary Public [Signature] Produced id X MODL

- Sales Tax number 305-470-5001 (myflorida.com)
- Lease or deed
- State License DBPR 850-487-1395 (myflorida.com)
Dept Ag 800-435-7352 (freshfromflorida.com)
- Home occupation application
- Fictitious Name registration (sunbiz.org) Previous use _____
- Corporate or LLC registration (sunbiz.org) Zoning _____
- Liability / Worker's Comp
- Fire Inspector 292-8179
- CO / final inspection on any permits Category _____ Fee \$ _____
- Monroe County or local licensing

Required prior to opening for business 1200 TR... Commercial garbage Waste Mgmt 305-296-2794

Issued in accordance with Chapter 66, Key West Code of Ordinances

_____ Approved _____ Denied / Reason _____

_____ Licensing Official _____ Date _____

APPLICATION FOR REGISTRATION OF FICTITIOUS NAME

REGISTRATION# G12000091366

Fictitious Name to be Registered: DAILY PLAN-IT

Mailing Address of Business: . 912 GEORGIA ST #2
KEY WEST, FL 33040

Florida County of Principal Place of Business: MONROE

FEI Number: 43-1632469

Owner(s) of Fictitious Name:

SNODGRASS, JILL E
4521 RIVER FRONT DRIVE
JEFFERSON CITY, MO 65101

FILED
Sep 18, 2012
Secretary of State

I the undersigned, being an owner in the above fictitious name, certify that the information indicated on this form is true and accurate. I further certify that the fictitious name to be registered has been advertised at least once in a newspaper as defined in Chapter 50, Florida Statutes, in the county where the principal place of business is located. I understand that the electronic signature below shall have the same legal effect as if made under oath and I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s. 817.155, Florida Statutes

JILL E. SNODGRASS
Electronic Signature(s)

09/18/2012
Date

Certificate of Status Requested (X)

Certified Copy Requested ()

APPLICATION FOR REGISTRATION OF FICTITIOUS NAME

REGISTRATION# G18000037898

Fictitious Name to be Registered: DAILY PLAN-IT

Mailing Address of Business: 2400 SEIDENBERG AVE
KEY WEST, FL 33040

Florida County of Principal Place of Business: MONROE

FEI Number:

Owner(s) of Fictitious Name:

SNODGRASS, JILL E
4521 RIVER FRONT DRIVE
JEFFERSON CITY, MO 65101

FILED
Mar 21, 2018
Secretary of State

I the undersigned, being an owner in the above fictitious name, certify that the information indicated on this form is true and accurate. I further certify that the fictitious name to be registered has been advertised at least once in a newspaper as defined in Chapter 50, Florida Statutes, in the county where the principal place of business is located. I understand that the electronic signature below shall have the same legal effect as if made under oath and I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s. 817.155, Florida Statutes.

JILL E SNODGRASS
Electronic Signature(s)

03/21/2018
Date

Certificate of Status Requested ()

Certified Copy Requested ()

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Daily Plan-it

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

2400 Seidenberg Ave.

6 City, state, and ZIP code

Key West, FL 33040

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

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Or

Employer identification number

4	3	-	1	6	3	2	4	6	9
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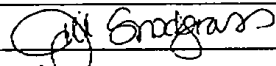
Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶ 

Date ▶ _____

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.