

TOWN OF SAN ANSELMO
STAFF REPORT
January 31, 2014

For the meeting of February 11, 2014

TO: Town Council

FROM: Debra Stutsman, Town Manager

SUBJECT: Farm Stand

RECOMMENDATION

That Council consider the request of Jim Baum, the Farm Stand operator, to operate the Farm Stand on the Town Hall Plaza this summer from May to October, 2014 and to agree to a three year commitment for 2014, 2015, and 2016, with dates approved annually.

BACKGROUND

The Quality of Life Commission has sponsored a Friday afternoon/evening Farm Stand on the Town Hall plaza for several years. Per Council direction, an annual contract has been executed between the vendor, Jim Baum, and the Town. The contract requires that Baum name the Town as an additional insured, pay a monthly sum of \$60 for use of the plaza area, and obtain a business license. Several years ago, again per Council direction, staff solicited other vendors to apply for this service, and Baum was the single applicant.

DISCUSSION

Mr. Baum is requesting the following 2014 dates for the Farm Stand:

May 2, 9, 16, 23, 30
June 6, 13, 20, 27
July 4, 11, 18, 25
August 1, 8, 15, 22, 29
September 5, 12, 19, 26
October 3, 10, 17, 24, 31

The actual start date of the Farm Stand is dependent on weather and the availability of produce, and will be set by Baum.

In the past the Farm Stand has had a three-year contract with the Town, with actual dates approved annually. This helps Baum to plan the distribution and marketing of organic produce with the local farms and growers, as well as to obtain equipment financing.

Respectfully submitted,



Debra Stutsman
Town Manager

Attachment: Proposed Revocable License Agreement

ITEM 4

**SAN ANSELMO TOWN PLAZA
REVOCABLE LICENSE AGREEMENT**

1. Parties.

This Agreement is entered into effective May 1, 2014 by and between Town of San Anselmo, a public entity (hereinafter "The Town") and Jim Baum (hereinafter "Baum").

2. The Premises and Dates of Use.

The Town hereby grants a revocable license to Baum to use the certain portions of the Town Hall Plaza lawns located at 525 San Anselmo Avenue as outlined in Exhibit 1, for use as an organic produce "Farm Stand" on the following Fridays in 2014 during the hours of 11:00 a.m. to 7:00 p.m.:

May 2, 9, 16, 23, 30
June 6, 13, 20, 27
July 4, 11, 18, 25
August 1, 8, 15, 22, 29
September 5, 12, 19, 26
October 3, 10, 17, 24, 31

The actual start date of the Farm Stand is dependent on weather and the availability of produce, and will be set by Baum.

The Farm Stand will be located on the small lawn in front of the Police Department, outlined in Exhibit 1 in yellow. During this period the tents may extend one (1) foot onto the pavers just to the west of Tent 1 area, and two (2) feet, two (2) inches onto the pavers just to the south of the tent, as illustrated in the yellow area of Exhibit 1.

There is a maximum of four (4) tents allowed at any time. Tents measure approximately 10' x 10.'

3. Term of License.

The term of this Agreement will be from May 1, 2014 through October 29, 2014. Baum's use of the premises, however, will be restricted to the specific dates and times set forth in section 2 of this Agreement. Upon mutual written agreement by the parties, this Agreement may be extended for an additional period upon terms acceptable to the parties. The terms and conditions of this Agreement will remain in full force and effect during any and all period(s) of extension of this Agreement. The Town reserves the right to revoke (terminate) this Agreement, without cause, on 24 hours written notice.

4. Consideration.

The consideration for this Agreement will be sixty dollars (\$60.00) per month payable by Baum to the Town on the first day of each month starting May 1, 2014.

5. Use.

The premises are to be used solely for an organic produce Farm Stand to be operated by Baum. Baum will sell organic produce at the Farm Stand and is solely responsible for his agreements with customers and suppliers of the Farm Stand. No persons other than Baum may operate or work at the Farm Stand without the express written permission of the Town. Baum will set up, operate, and clean up the Farm Stand and all trash generated by the Farm Stand immediately after each day's operation of the Farm Stand. Baum will commit no waste or nuisance upon the Premises.

Baum may park in the green loading zone space or in front of Town Hall for loading in and out, but must move the truck after loading in to the space designated for his truck on Library Place.

The premises may not be used for any other purpose other than those uses specified herein without the prior written consent of the Town, which consent, once granted, may be revoked at any time by the Town in its sole discretion.

6. Assignment.

Baum will not assign this License without the prior written consent of the Town. Any such assignment without the prior written consent of the Town will be void and, at the option of the Town, will terminate this Agreement.

7. Ordinances and Statutes.

Baum will comply with all statutes, ordinances, and requirements of all municipal, state, and federal authorities now in force, or which may later be in force, regarding the Farm Stand, Baum's purchase and sale of organic produce, and Baum's use of the premises. The commencement or pendency of any state or federal court abatement proceeding affecting the Farm Stand or the use of the premises will, at the option of the Town, be deemed a breach of this Agreement. Baum will obtain a valid Town of San Anselmo business license which he will keep in full force and effect throughout the entire term of this Agreement.

For the health and safety of visitors to the Farm Stand and Town Hall, Baum may not bring his dog to the Farm Stand.

8. Indemnification of the Town.

The Town will not be liable for any damages or injury to Baum, or any other person, or to any property, occurring on the premises, or occurring during or as a result of any action or activity on or off the premises by Baum, or any other person, related to the operation of the Farm Stand, or any other uses or activities that Baum or others conduct at the property. Baum agrees to hold the Town harmless, including payment of the Town's attorneys' fees, from any claims arising out of the license granted by this Agreement, Baum's use of the premises, or Baum's operation of the Farm Stand, and to indemnify the Town for all expenses incurred by the Town in defending such claims.

9. Baum's Insurance

Compliance with Insurance Requirements.

Baum will, at Baum's sole expense, comply with all requirements, guidelines, rules, orders, and similar mandates and directives pertaining to the use of the premises, whether imposed by Baum's insurer, the Town's insurer, or both. If Baum's use of the premises causes any increase in the premium for any insurance policies carried by the Town, Baum will, within ten (10) business days after receipt of written notice from the Town, reimburse the Town for any such increase in insurance premiums.

Baum's Liability Coverage.

Baum will, at Baum's sole expense, obtain commercial general liability insurance written on an "occurrence" policy form, covering bodily injury, property damage, personal injury, and advertising injury arising out of or relating (directly or indirectly) to Baum's use of the premises. The Town, or any other party designated thereby, will be named by endorsement as an additional insured under Baum's general liability coverage. The additional insured endorsement must be on ISO Form CG 20 11 11 85 or an equivalent acceptable to the Town. Before the License commencement date, Baum will deliver to the Town the endorsements referred to in this section as well as a certified copy of Baum's liability policy or policies and an original certificate of insurance, executed by an authorized agent of the insurer or insurers, evidencing compliance with the liability requirements of this section of this Agreement. The certificate will provide for no less than thirty (30) days' advance written notice to the Town from the insurer or insurers of any cancellation, nonrenewal, or material change in coverage or available limits of liability and will confirm compliance with the liability insurance requirements of this Agreement.

The minimum acceptable limits of liability for Baum's liability insurance are one million dollars (\$1,000,000.00).

10. Subrogation.

To the maximum extent permitted by insurance policies which may be owned by the parties hereto, the Town and Baum waive any and all rights of subrogation against each other which might otherwise exist.

11. Signs.

Baum will not place, maintain, nor permit any sign or awning on any portion of the premises without the express written permission of the Town.

12. Hazardous Materials.

Baum will not use, store, or dispose of any hazardous substances upon the premises. Hazardous substances mean any hazardous waste, substance, or toxic materials regulated under any environmental laws or regulations applicable to the property. Baum will be responsible for the cost of removal of any toxic contamination caused by Baum's use of the property.

13. Insolvency.

The appointment of a receiver, an assignment for the benefits of creditors, or the filing of a petition in bankruptcy by or against Baum, will constitute a breach of this license agreement by Baum.

14. Default.

In the event of any breach of this Agreement by Baum, the Town may, at its option, terminate this Agreement.

The Town may, in the alternative, continue this Agreement in effect, so long as the Town does not terminate Baum's right to possession, and the Town may enforce all of the Town's rights and remedies under this Agreement. If said breach of the Agreement continues, the Town may, at any time thereafter, elect to terminate this Agreement.

15. Attorney Fees.

In any action, arbitration, or other proceeding involving a dispute between the Town and Baum arising out of this Agreement, the prevailing party will be entitled to reasonable attorney fees, expert witness fees, and costs.

16. Waiver.

No failure of the Town to enforce any term of this Agreement will be deemed to be a waiver.

17. Notices.

Any notice which either party may or is required to give, will be given by mailing the notice, postage prepaid, to Baum at the premises, or to the Town at the address shown in Item 2, or at such other places as may be designated in writing by the parties from time to time. Notice will be effective **five (5) days after mailing**, or on personal delivery, or when receipt is acknowledged in writing.

18. Heirs, Assigns, Successors.

This Agreement is binding upon and inures to the benefit of the heirs, assigns, and successors of the parties.

19. Subordination.

This Agreement, at the Town's option, will be subordinate to any mortgage, deed of trust, or other security now existing or later placed upon the property; provided, however, that Baum's right to quiet possession will not be disturbed if Baum is not in default on the payment of rent or other provision of this Agreement.

20. Entire Agreement.

The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by the parties.

TOWN OF SAN ANSELMO

JIM BAUM

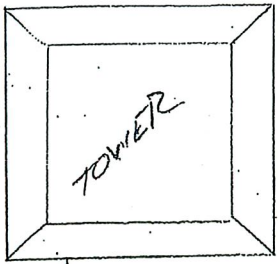
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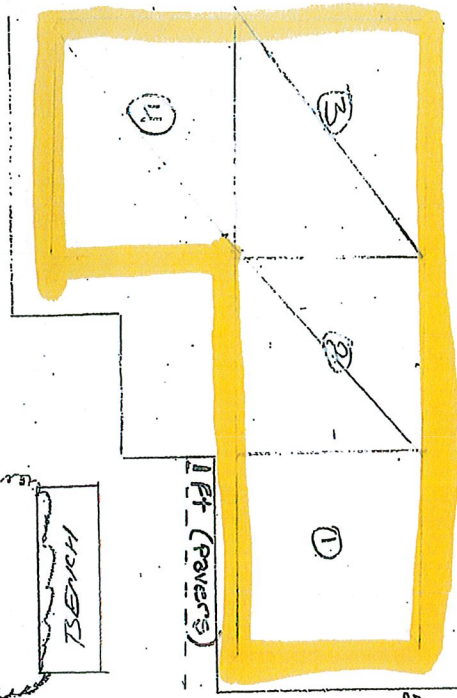
BY: _____
Debra Stutsman

BY: _____
Jim Baum

ITS TOWN MANAGER



POLICE DEPT.



TOWN COUNCIL CHAMBERS ENTRANCE



Left (Pavers)

Right (Pavers)

SAN ANSELMO AVE

PLAZA



LAWN

TUNSTEAD

Exhibit 1