

TAB 3

**POINT PAPER**  
**The Palmetto Farmer's Market**

**February 4, 2008**

**ISSUE:** Various individuals have noted a need for a local market to provide access to local fruits and vegetables as well as local crafters. A Palmetto Farmer's Market to be held at Riverside Park would require City Commission approval, in that the City would provide certain services without charging the Market Team.

**BACKGROUND:** The issue has been raised more frequently since the market is not currently being held in downtown Bradenton. Three individuals have formed a Market Team (see attached) and propose starting a Palmetto Farmer's Market. They would like to hold this Farmer's Market every Saturday (October through May) from 8:00 a.m. – 1:00 p.m. at Riverside Park. The market would provide fresh fruits, flowers, vegetables, plants, crafts and food. In addition to the vendor products there will be live entertainment. The Market Team has worked with numerous Florida successful Farmer's Markets including St. Petersburg and feel this would be a great location.

City participation would be limited to:

- Use of the parking lot area from 4:00 a.m. – 3:00 p.m. when the market is scheduled.
- Use of the bathrooms available on site.
- Use of onsite garbage containers.
- The provision of a dumpster on site to assist with trash.

Park rental fees would be waived at the beginning of this venture. Once the event is successful it would be recommended that park fees be collected to assist with utility charges paid by the City.

**ALTERNATIVES:**

- 1) Agree to hold the Palmetto Farmer's Market at Riverside Park West and allow advertising and scheduling of event.
- 2) Do not accept the proposal.

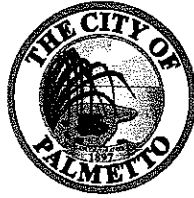
**RECOMMENDATION:** Accept the proposal which will provide residents access to the market and hopefully bring more visitors and business to Palmetto.

**BUDGET IMPACT:** None

To: City Commission  
Thru: Chris Lukowiak, Public Works Director  
From: Geoff Seger, Parks Director  
Date: 1/23/2008  
Subject: Palmetto Farmers Market

The following information is submitted as a result of discussion raised at Mr. Lindbloom's presentation to the City Commission on January 22, 2008:

1. **Palmetto High School Flea Market:** The Palmetto High School Flea Market is held the second Saturday of every Month, starting in November and running thru April. Sometimes, when appropriate vendors show up, they sell produce and other plant materials. This means that there could sometimes be a conflict between the Farmers Market and the High School's Flea Market.
2. **Three Month Temporary permit:** It is agreed that the City of Palmetto will allow Kelvin Lindbloom the right to set up a farmers market within Riverside Park West for a period of three months beginning on approval of City Commission, and the City also agrees to waive all fees associated with the rental of the Park for the same three-month period. This is a value of \$ 220.00 per day, but, of course, is an in-kind contribution that requires no expenditure of City funds. This will be a probationary period to determine if there is an interest in these types of services within the City. After that period of time Mr. Lindbloom will have to pay the rental fees for the use of the Park.
3. **Refuse Disposal:** The City will also supply the Farmers Market with a 6-yard roll behind dumpster at no charge for all debris that is generated during the market hours. This is an in-kind contribution that requires no expenditure of City funds. Comparable services to a third party would be \$50.00 per occasion. After the initial three-month pilot, we will look at the cost of debris removal and charge Mr. Lindbloom accordingly.
4. **Signage:** To promote the Market Mr. Lindbloom will advertise with local newspapers at his own expense. He will also have banners made that will be erected in Bradenton and Palmetto for the promotion of the market. The cost for hanging a banner is a value of \$ 25.00 per week, but, of course, is an in-kind contribution that requires no expenditure of City funds. The City will also set up our message board at different locations to help promote the market at no charge for the first three months.



**SPECIAL FUNCTION PERMIT APPLICATION**

EVENT NAME: PALMETTO'S FARMERS MARKET  
APPLICANT: KELVIN LINDBLOOM  
ADDRESS: 7005 121ST AVE. E.  
CONTACT: SAME

EVERY SATURDAY FOR 3 MONTHS  
EVENT DATE: FROM APPROVAL DATE  
EVENT TIME: 4:00 AM - 3:00 PM  
PHONE: 941-776-2432  
PHONE: \_\_\_\_\_

DETAILS OF FUNCTION: LOCATION, PARADE ROUTE, ETC.: FARMERS MARKET TO BE HELD AT RIVERSIDE PARK WEST.

**CITY SERVICES REQUIRED:**

POLICE: Streets Blocked: \_\_\_\_\_ Traffic Control: \_\_\_\_\_ Security: \_\_\_\_\_ Other: \_\_\_\_\_  
PUBLIC WORKS: Barricades: \_\_\_\_\_ Clean-up: \_\_\_\_\_ Set-up: \_\_\_\_\_ Other: \_\_\_\_\_

*If a temporary restroom is utilized for a period greater than five (5) days, a Temporary Use Permit is required. Application is available at City Hall.*

**TEMPORARY RESTROOM FACILITIES:** # of units: \_\_\_\_\_ # of days: \_\_\_\_\_  
Proposed location(s): \_\_\_\_\_

**INSURANCE REQUIREMENT:** Organized events open to the public require insurance naming the City of Palmetto as an "Additional Insured" and the insurance policy must be provided to the City Clerk ten (10) days prior to the event. If you have entered into a rental agreement for a City facility for a private event, no insurance is required. **Please review Exhibit A for insurance coverage requirements.**

The Special Function Permit Application must be submitted to City Commission for approval at least 30 days prior to the event. Sale or consumption of alcoholic beverages on City property is strictly prohibited. If your event will include the use of loudspeakers, you may be required to apply for a Special Permit Exception to the City's Noise Ordinance (See Chapter 5-Amusements, of the City of Palmetto Code of Ordinances).

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City of Palmetto

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Special Function Permit Application  
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EVENT: Palmetto's Farmers Market

Event Date: TBD

INDEMNITY

KELVIN LINDBLAW (Permittee) agrees to defend, indemnify, and hold harmless the CITY OF PALMETTO, its officers, agents, employees, and volunteers from all loss, cost, and expense arising out of any liability or claim or liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the Permittee or those of any of its officers, agents, employees, licensees, or invitees, whether such act is authorized by this permit or not; and Permittee shall pay for any and all damage to the property of the CITY OF PALMETTO, or loss or theft of such property, done or caused by such persons. CITY OF PALMETTO assumes no responsibility whatsoever for any property placed on the premises. Permittee further agrees to waive all rights of subrogation against CITY OF PALMETTO. The provisions of this paragraph clause do not apply to any damage or loss caused solely by the negligence of the CITY OF PALMETTO or any of its agents or employees.

I HAVE READ AND UNDERSTAND THE ABOVE SPECIAL FUNCTION PERMIT APPLICATION CONDITIONS AND INDEMNITY.

[Signature]  
Permittee

CITY APPROVAL:

Public Works Director

[Signature] (see attached application)

Date \_\_\_\_\_

Risk Management

[Signature] Permittee Ins.

Date 1-29-08

Parks Department

[Signature] (see attached parts)

Date 1/29/08

Police Department

Date \_\_\_\_\_

North River Fire

Date \_\_\_\_\_

APPROVED BY COMMISSION: \_\_\_\_\_

Date \_\_\_\_\_

Internal use only  
Date Received: \_\_\_\_\_

Special Function Permit Application  
Page 2

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[Signature]  
Permittee

CITY APPROVAL:

Public Works Director [Signature] (see attached stipulation)

Date \_\_\_\_\_

Risk Management \_\_\_\_\_

Date \_\_\_\_\_

Parks Department Geoff Sayer (see attachments)

Date 1/29/08

Police Department [Signature]

Date 1/29/08

North River Fire \_\_\_\_\_

Date \_\_\_\_\_

APPROVED BY COMMISSION: \_\_\_\_\_

Date \_\_\_\_\_

Please Sign & Date

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[Signature]  
Permittee

CITY APPROVAL:

Public Works Director [Signature] (see attached legislation)

Date \_\_\_\_\_

Risk Management \_\_\_\_\_

Date \_\_\_\_\_

Parks Department Geoff Seger (see attachments)

Date 1/29/08

Police Department \_\_\_\_\_

Date \_\_\_\_\_

North River Fire [Signature]

Date 1/29/08

APPROVED BY COMMISSION: \_\_\_\_\_

Date \_\_\_\_\_

Internal use only  
Date Received: \_\_\_\_\_