

# Memo



Port St. Lucie  
**Civic Center**  
*Where the Research Coast Meets.*

**TO:** Mr. Gregory J. Oravec, City Manager  
**FROM:** Tonya Taylor, Civic Center Administrator *TT*  
**THROUGH:** Sherman Conrad, Parks and Recreation Director *SC*  
**DATE:** 5/31/2012  
**RE:** PROPOSAL FOR A COMMUNITY GREEN MARKET @ THE PORT ST. LUCIE CIVIC CENTER

I recently met with Arthur Damato and Barbara Verville to explore the possibility of starting a Saturday Community Green Market to be held in the Martin Health System Village Square (MHSVS). Mr. Damato shared with me that he has been trying for months to make this happen in Tradition and has not been successful in doing so. Pursuant to your conversation with Mr. Damato, and, upon your suggestion that he coordinate a meeting with me, I met with both Mr. Damato and Ms. Verville on May 15, 2012. I was pleased to see that they had prepared a business plan and it would appear that this event could start as soon as we receive the proper approvals. Our goal is to have the market begin on Saturday, September 8, 2012.

I propose that we enter into a co-produced agreement with Community Green Market Events, LTD (CGME) in order to provide a weekly Community Green Market to be held every Saturday from 8 a.m. – 3 p.m. The location for this weekly event would be the Martin Health System Village Square and surrounding grass areas. On Saturdays when we have scheduled events, we will either cancel the market or work with the event and use the Civic Center Plaza, if needed. The City would receive 30% of vendor fees to cover the cost of renting the MHSVS and the labor involved the day of the event. Vendor fees are proposed to be \$30 per 10' x 10' space.

According to Mr. Damato, the Community Green Market is intended to provide healthy, fresh foods and horticultural products to the residents of Port St. Lucie and surrounding communities. This event will provide a venue for the sale of produce and other products. The ideal Market vendor will have grown produce or will have produced their sale items from locally-grown products. In order to enhance the Market, we will also solicit food and drink vendors to provide items for consumption on-site while visiting the Market. The Market seeks to have a mixture of produce, seafood, sauces, plants, food, beverage and product vendors that maintain the unique character of the Green Market. The Market will also work to display and share the City's history, uniqueness, charm and unlimited potential in order to enhance the City of Port St. Lucie.

I have listed below the responsibilities that the CGME and the City would incur if this proposal is approved:

#### CGME Responsibilities

- Solicit vendors and accept all applications.
- Collect all vendor fees and provide monthly statements to the City.
- Confirm that all vendors have the appropriate insurance and permits.
- Provide an event layout for each Saturday's Market
- Provide a Market Manager to direct vendors to their assign location and to be on-site throughout the event to deal with any vendor issues

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City Managers Office

### CGME Responsibilities (cont'd)

- Work with Civic Center staff on promotion of the Market
- Provide signage and banners and receive proper permits for posting
- Provide the City 30% of vendor fees monthly with a breakdown of the vendors and copies of their applications. This will be provided on or before the 15<sup>th</sup> of each month.
- Provide the City \$20 per vendor per week for those that choose to use on-site electric
- Provide all vendors with a list of City-approved Green Market Policies

### City Responsibilities

- Provide appropriate space and access to restroom facilities
- Promote the Market using our normal avenues such as the Marquee, website, TV 20 and flyers displayed at City facilities
- Provide needed electric for vendors to operate
- Provide trash and recycling receptacles and dispose of all waste after the Market.
- Provide staff support prior to the event to assist with vendor layout
- Collect 30% of vendor fees from CGME each month
- Provide reports monthly to the City Manager's office on the participation and revenue generated each week.
- Provide a seating area with tables and chairs for the Market guests to sit and enjoy the event.

If you approve this proposal, I will send the attached Co-produced Agreement to Legal and CGME for final approval. It should be noted that, should be approved, we will be competing against Ft. Pierce's Downtown Farmers Market. Mr. Damato assured me that he has sufficient contacts and we will not have any issues with registering enough vendors. With the population of the City of Port St. Lucie at more than 160,000, I do feel there are enough people in St. Lucie County that would support both markets.

Potential revenue to the Civic Center:

- 50 – Vendor Booths = \$450
- 10- Food Vendors = \$300
- 5 – Electric = \$100
- **Total = \$850 per week**
- City Use rental ½ day = \$750
- Sponsorship collected by CCGME = City receives 10% - undetermined amount

Overall, I believe that this is a very viable and opportune proposal which provides a very real service to our residents, offering the City of Port St. Lucie a weekly event, absent a significant cost in staffing, which will still generate additional revenue for the Civic Center. Please advise if I can proceed with the co-produced agreement. Due to time constraints I have attached a draft of the co-produced agreement for your approval. Mr. Damato would like to start the program September 8, 2012 and he would like as much advance time as possible to market and attract vendors for the grand opening.

As always, should you need further information or like to discuss further, please let me know.

## CO-PRODUCED AGREEMENT

**THIS AGREEMENT** is made and entered into this \_\_\_day of \_\_\_\_\_, 2012, by and between the CITY OF PORT ST. LUCIE, a municipal corporation of the State of Florida ("City"), and Community Green Market Events LTD ("Event Partner"), collectively known as the "Co-producers".

**WHEREAS**, the Event Partner and the City will work together to co-produce and provide for the weekly Community Green Market and

**WHEREAS**, the Community Green Market will be held at the Port St. Lucie Civic Center's Martin Health System Village Square as an on-going Saturday outdoor event; and

**WHEREAS**, the City would like to provide sponsorship of the Community Green Market through staff support, marketing assistance, and providing the outdoor venue and other good and valuable consideration; and

**WHEREAS**, the City and the Event Partner have agreed to share in vendor and sponsorship proceeds as listed below; and

**WHEREAS**, the City and the Event Partner would like to enter into this Co-Produced Agreement in regards to the use of the Civic Center's Martin Health System Village Square, other operational issues and addressing of revenues and expenses.

**NOW, THEREFORE**, in consideration of the terms of this Agreement, dated \_\_\_\_\_, 2012, between the City of Port St. Lucie and Community Green Markets LTD, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Event Partner hereto agree to the following:

1. The Event Partner will secure all vendors and collect proper payment from said vendors. This includes food, crafts, business and any other fees collected from an appropriate group.
2. The Event Partner will insure that each vendor is properly licensed and insured prior to the vendor setting up at the Event.
3. The Event Partner will provide the City a detailed layout of the vendors 48 hours prior to the event for the City to approve. Patron safety is of the utmost concern and final layout will be approved by the City before set-up on Saturday begins.
4. The City will have final say if the Event is cancelled due to weather or any other unforeseen event out of the City's control.

5. The Event Partner shall work with Civic Center staff to properly promote the Event through City provided sources such as the City Web site, Marquee, City facilities, and employees.
6. The City shall provide the Martin Health System Village Square and Stage as the venue for the Event.
7. The City shall provide the necessary trash and recycling receptacles, electricity, restroom facilities, and guest seating.
8. The Event Partner shall work with the community in gathering sponsors to help offset additional advertising and promotion of the Event. City shall receive 10% of all cash sponsorship received by the Event Partner for the Community Green Market.
9. The Event Partner shall provide the City 30 percent of all vendor space fees collected. Event Partner will provide an itemized spreadsheet listing the fees collected and detailing the City's percentage. This will be provided on or before the 15<sup>th</sup> of the following month.
10. It is agreed that this document contains the entire Agreement between the parties regarding the Event, and this Agreement shall not be modified in any respect except in writing signed by both parties.
11. Either party can terminate this agreement with or without cause by giving the other party a thirty (30) day written notice. In the event either party terminates the agreement, all fees collected by the Event Partners from vendors and sponsors for Community Green Markets beyond the thirty-day termination period will be refunded to the respective party at full value by the Event Partner.

IN WITNESS WHEREOF, the parties hereto have set their respective hands  
this \_ day of \_\_\_\_\_, 2012

CITY OF PORT ST. LUCIE, a  
Florida Municipal Corporation

By: \_\_\_\_\_  
JoAnn M. Faiella, Mayor

ATTEST:

\_\_\_\_\_

Karen Phillips, City Clerk

Event Organizer

By: \_\_\_\_\_  
(Event Officer)

Approved as to Form and Sufficiency

\_\_\_\_\_  
Pam E. Booker  
Senior Assistant City Attorney