



**BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA**

RESOLUTION NUMBER 88-2014

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO AUTHORIZE THE SIGNING OF A LICENSE AGREEMENT BETWEEN GROUND FLOOR FARM, LLC TO INSTALL AND OPERATE A HYDROPONIC GROWING FACILITY ON "PARCEL 1" OF THE 3.34-ACRE BRUNER POND PARK PROPERTY ON S.E. MARTIN LUTHER KING JR. BLVD., STUART FOR A PERIOD OF SEVEN YEARS.

* * * * *

WHEREAS, Ground Floor Farm, LLC seeks to execute a license agreement with the City of Stuart for the construction and operation of a hydroponic growing facility on "Parcel 1" of the 3.34-acre Bruner Pond Park property on S.E. Martin Luther King, Jr. Blvd., for a period of seven years.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA that:

SECTION 1: The City Manager and City Clerk are hereby authorized and directed to execute the license agreement between Ground Floor Farm, LLC for a period of seven (7) years. The license agreement must be reviewed and approved by the City Attorney. A copy of the Agreement is on file in the Office of the City Clerk.

SECTION 2: This resolution shall take effect upon adoption.

R 88-2014
Ground Floor Farm @ Bruner Pond Park

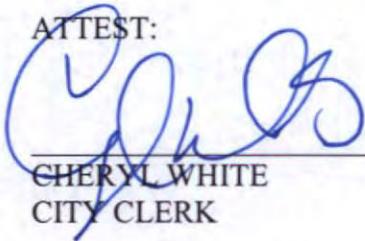
Commissioner GLASS LEIGHTON offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner CAMPENNI and upon being put to a roll call vote, the vote was as follows:

TROY A. McDONALD, MAYOR
KELLI GLASS-LEIGHTON, VICE MAYOR
JEFFREY A. KRAUSKOPF, COMMISSIONER
THOMAS CAMPENNI, COMMISSIONER
EULA R. CLARKE, COMMISSIONER

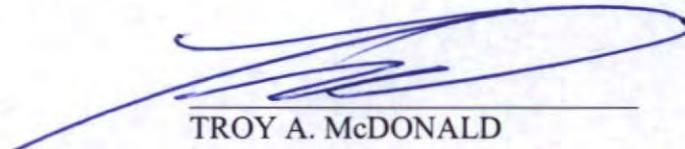
YES	NO	ABSENT
X		
X		
X		
X		
X		

ADOPTED this 22nd day of September, 2014.

ATTEST:



CHERYL WHITE
CITY CLERK



TROY A. McDONALD
MAYOR

REVIEWED FOR FORM AND
CORRECTNESS:



MICHAEL MORTELL
CITY ATTORNEY



LICENSE AGREEMENT

CITY OF STUART, FLORIDA LICENSE AGREEMENT FOR GROUND FLOOR FARM, LCC

THIS LICENSE AGREEMENT, hereinafter the "Agreement" is made and entered into this 22nd day of September, 2014 by the CITY OF STUART, FLORIDA, a municipal corporation of the State of Florida, 121 S.W. Flagler Avenue, Stuart, Florida 34994, hereinafter the "City", and GROUND FLOOR FARM, LLC., a Florida Limited Liability Company, 100 SE Martin Luther King Jr. Boulevard, Stuart, Florida 34994, hereinafter the "Licensee."

WHEREAS, the City owns certain lands located within the corporate limits of Stuart, Florida, described in the location map attached as Exhibit "A", which shall hereinafter be called the "Subject Property."

WHEREAS, the Licensee desires to locate and operate a hydroponic growing facility (consisting primarily of poles, shade cloth, hydroponic towers, and irrigation) as depicted by Exhibit "B" attached, on the Subject Property.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, THE CITY DOES HEREBY GRANT THIS LICENSE to the Licensee to locate and operate a hydroponic growing facility on the Subject Property, including the placement of necessary structures, devices, and power connections, with the right of access to and egress from the Subject Property by Licensee's employees and agents, as necessary for the purposes of this Agreement, subject to the following terms and conditions:

1. The foregoing whereas clauses are incorporated in and made a part of this Agreement.
2. As consideration to the City for the granting of this license, the Licensee shall pay the sum of \$340.78 each month, as determined by Exhibit "C" attached, commencing upon completion of the hydroponic facility as depicted by Exhibit "B", as determined by the City, but beginning not later than (60) sixty days for the date of this license agreement.
3. Licensee shall pay by electronic funds transfer ("EFT") to the bank depository named in writing by the City, on or before the first *day* of each month, in advance, and shall be delinquent on the 5th day of the month.
4. Beginning with the licensee's twenty-fifth monthly payment, the monthly license fee shall increase by 2.5 percent, per year.

5. In consideration for a reduction in the monthly license fee, the licensee shall conduct at least 10 on-farm and 5 class room-based free educational events, 2-3 hours each, each year in accordance with the description set forth in Exhibit "D" attached.
6. The term of this Agreement shall be SEVEN (7) years from the date of approval and may be revoked by the City with twenty-four (24) months written notice, provided the City may revoke this agreement with twelve (12) months written notice upon its payment to the Licensee of an early revocation fee of \$4,089.36; or for material breach of this Agreement, as determined by a court of competent jurisdiction.
7. Notwithstanding the provisions of Section 6, above, the Licensee may, at its sole option, terminate this Agreement at any time.
8. Upon termination or upon expiration of this License, the Licensee shall forthwith remove all improvements and restore the site to at least as good a condition as prior to its occupancy.
9. The Licensee shall maintain the site depicted in Exhibit "A" and shall prevent undesirable weeds; maintain healthy produce plants; maintain hydroponic towers and shade cloths; maintain proposed fencing and landscaping.
10. For the purposes of this Agreement, "Neglect" shall mean a state of disrepair to the point that it is reasonably deemed unsafe, or unusable or inoperable, for a period of more than thirty (30) days following receipt of written notice of such condition from the City's Building Official. If such conditions of Neglect exist, the City may deem all improvements made by the licensee to be "Abandoned Property", as that term is used in Sec. 38-86 of the Stuart Code of Ordinances, and may thereafter cause its removal by the Licensee.
11. The Licensee hereby fully indemnifies the City against any injury, tort, damage, or other claim, or amount due, arising out of this Agreement, and further agrees to provide a suitable defense for the City in the event that any legal action is instituted against the City for any injury, tort, damage, or claim arising out of this Agreement.
12. The Licensee shall provide "all risk" liability insurance coverage for the City in an amount of not less than. One Million (\$1,000,000) Dollars per Individual, and Two Million (\$2,000,000) Dollars per occurrence. A certificate of insurance showing the "City of Stuart, its officials, agents and employees" as "additional insured's" shall be provided to the City Clerk, and shall be

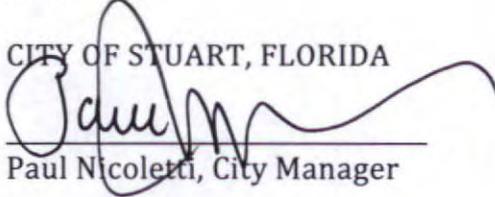
maintained throughout the term of the this Agreement. Said Certificate shall include the condition that the insurance provided shall not expire without thirty (30) days written notice to the City.

13. Licensee shall, at all times, be in compliance with the City's Land Development Code as it pertains to Urban Farms.
14. The prevailing party to any litigation to enforce the terms of this License Agreement shall be entitled to reasonable attorney's fees and costs at all trial and appellate levels. Prior to any litigation, each party shall submit, at the request of the other party, to non-binding mediation by a mutually agreed upon certified mediator, to resolve any disputes regarding the interpretation *or* enforcement of this License Agreement. In the event that the parties are not able to mutually agree upon a mediator within two weeks of the request to mediate, either party may contact the Chief Judge of the Circuit Court in and for Martin County and request the appointment of a neutral mediator,

Witness our duly authorized signatures on this License Agreement, as executed on this day and year first above written.

CITY:

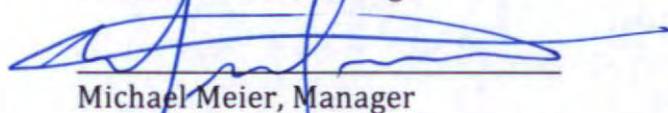
CITY OF STUART, FLORIDA

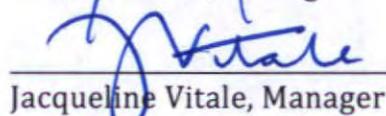


Paul Nicoletti, City Manager

LICENSEE:

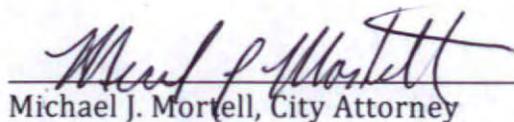


Micah Hartman, Manager

Michael Meier, Manager

Jacqueline Vitale, Manager

APPROVED AS TO
FORM AND CORRECTNESS:



Michael J. Mortell, City Attorney

SE MARTIN LUTHER KING JR BLVD

Parcel 1

.35 acs

Exhibit A

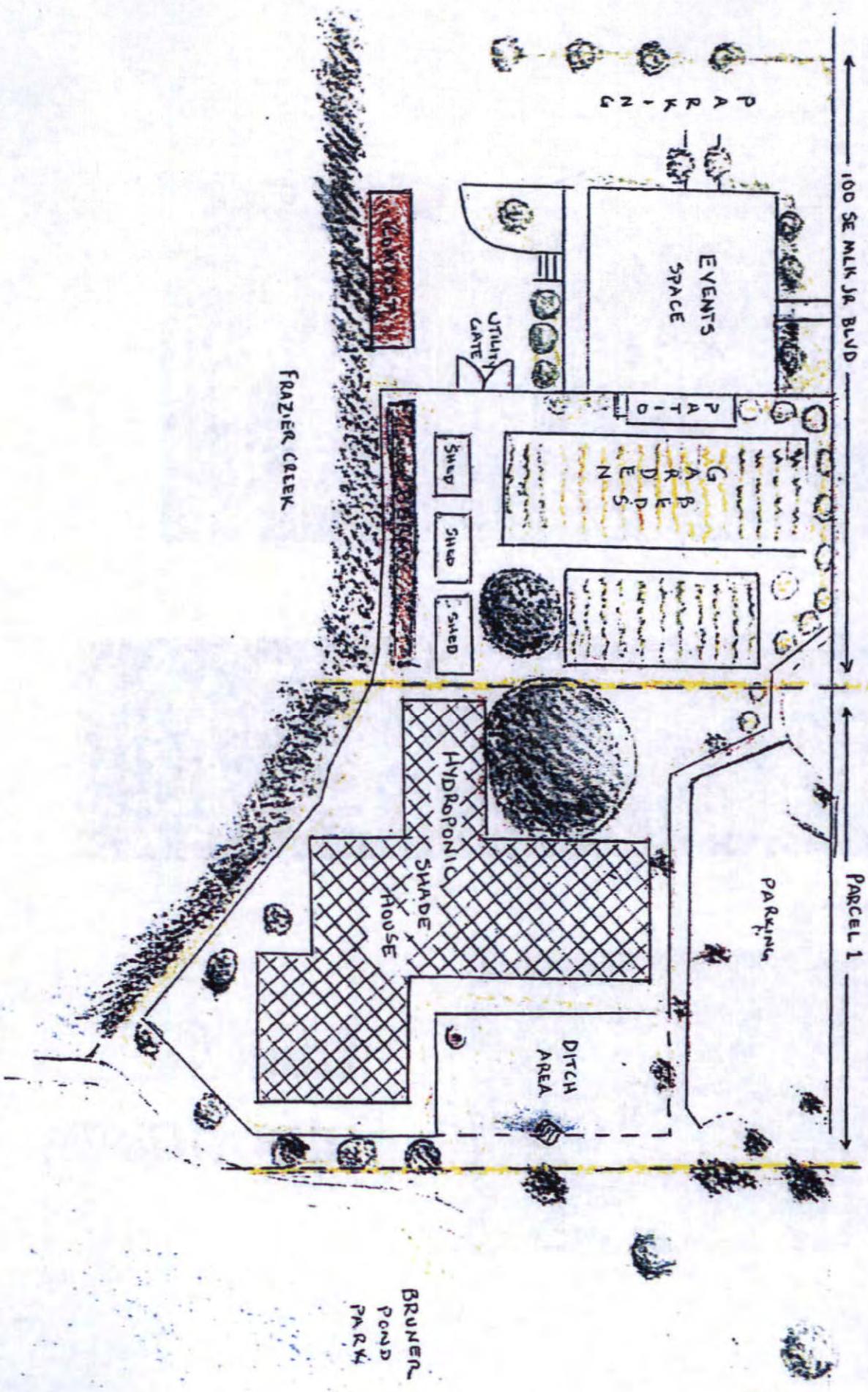


Exhibit B

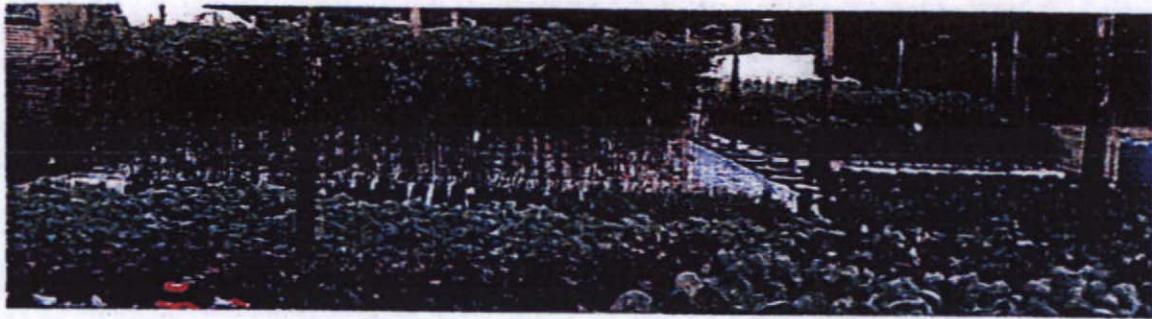
MARTIN LUTHER KING JR BLVD

100 SE MLK JR BLVD

PARCEL 1



Hydroponics



Shade House

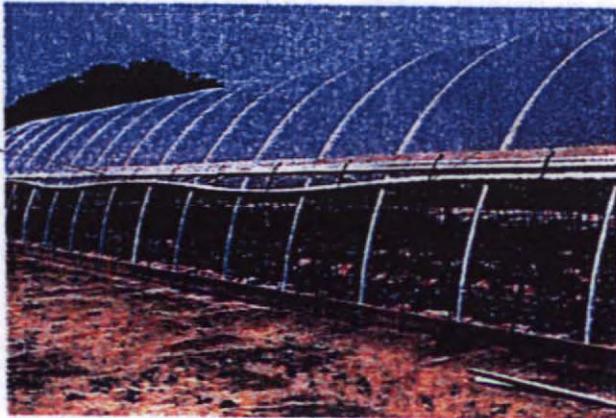


Exhibit B

CONTINUED

SE MARTIN LUTHER KING BLVD

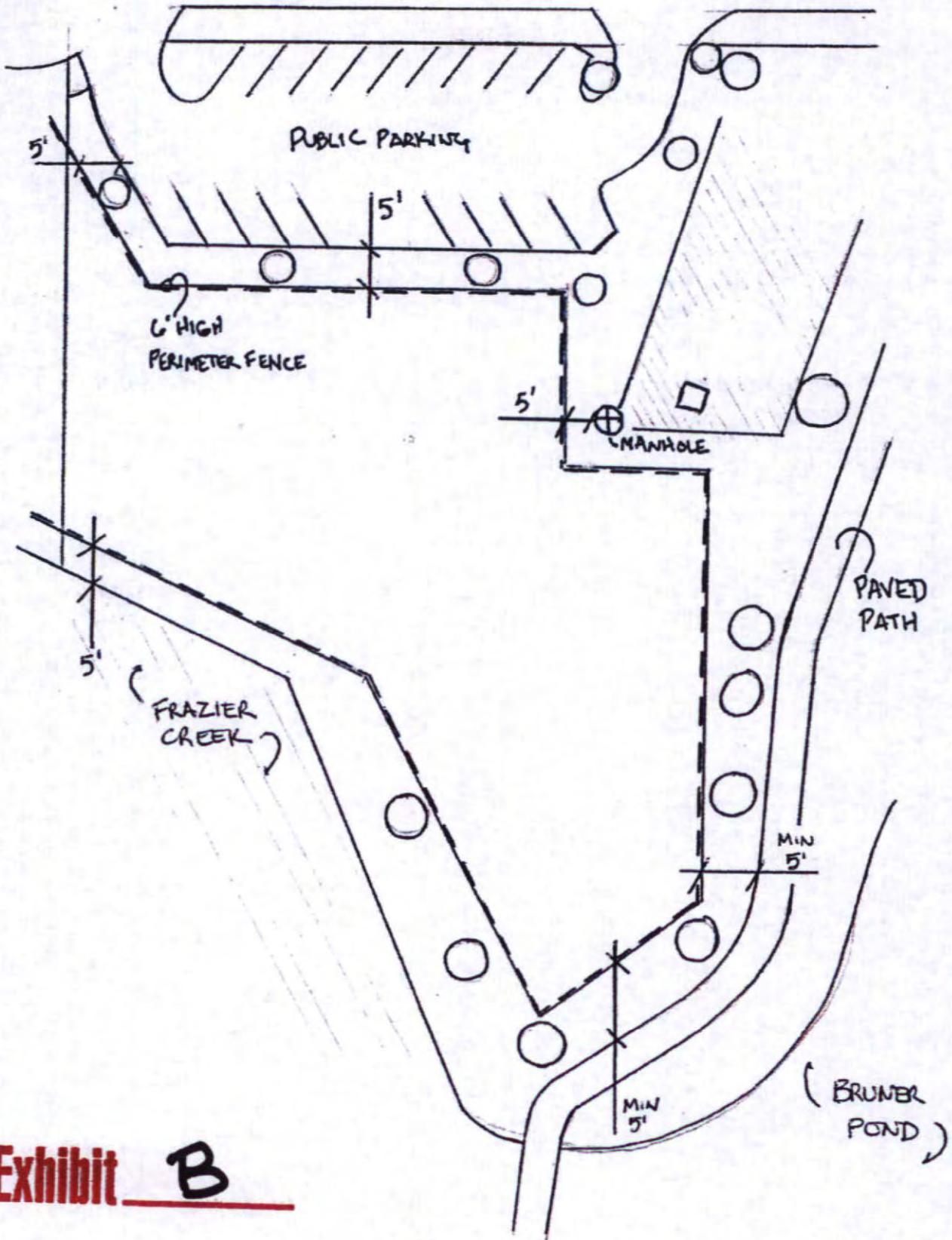


Exhibit B

Cont.

Exhibit C

Ground Floor Farm, LLC: Method of License Fee Calculation

Total Site	3.6145 acres =	157,486 square feet
Assessed land value		\$731,910
Assessed value per square foot		\$4.65
Area to be used by licensee	0.35 acres =	15,246 square feet
Assessed value of area to be used by licensee	15,246 x \$4.65	\$70,893.90
Initial license fee	\$70,893.90 x 10%/12 months =	\$590.78
Initial license fee less credit for educational activities	\$590.78 - \$250.00 =	\$340.78
Total		\$340.78

Exhibit D



**Ground
Floor
Farm**

EDUCATIONAL OPPORTUNITIES

Ground Floor Farm is a food and community space in Historic Downtown Stuart. Founded in 2014 by three Stuart natives, our aim is to help grow a more dynamic and resilient town through food, art, and fun. We want to nourish Stuart with excellent food, practical and interesting know-how, and enriching cultural and artistic experiences.

We believe that building healthy relationships with food should start at a young age. We want children to see and experience where their food comes from, understand the basics of gardening and nutrition, and begin to think about food as a vital part of their existence, anchored in the pleasure of growing, cooking, and eating.

We plan to offer a variety of educational opportunities for school children at Ground Floor Farm, including farm tours and workshops. We are eager to work with teachers and administrators in order to tailor programs to fit the needs of a variety of ages and curricula. We imagine classrooms visiting for several hours at a time, guided by farm owners Michael Meier, Jackie Vitale, and Micah Hartman. Below are examples of educational activities we would like to conduct at the farm:

Farm Tours

Students will be introduced to the concept of urban farming through immersive farm tours, which touch on various growing methods and crops, sustainability, composting, health and nutrition, and the differences between urban and traditional rural farming. Tours will be tailored to age groups. For young students, we will focus on plant families and lifecycles, healthy eating, and the basics of ecological systems. Tours for older students will focus on issues around urban sustainability including food and waste issues, food safety, intensive growing techniques, natural integrated pest management systems, and composting.

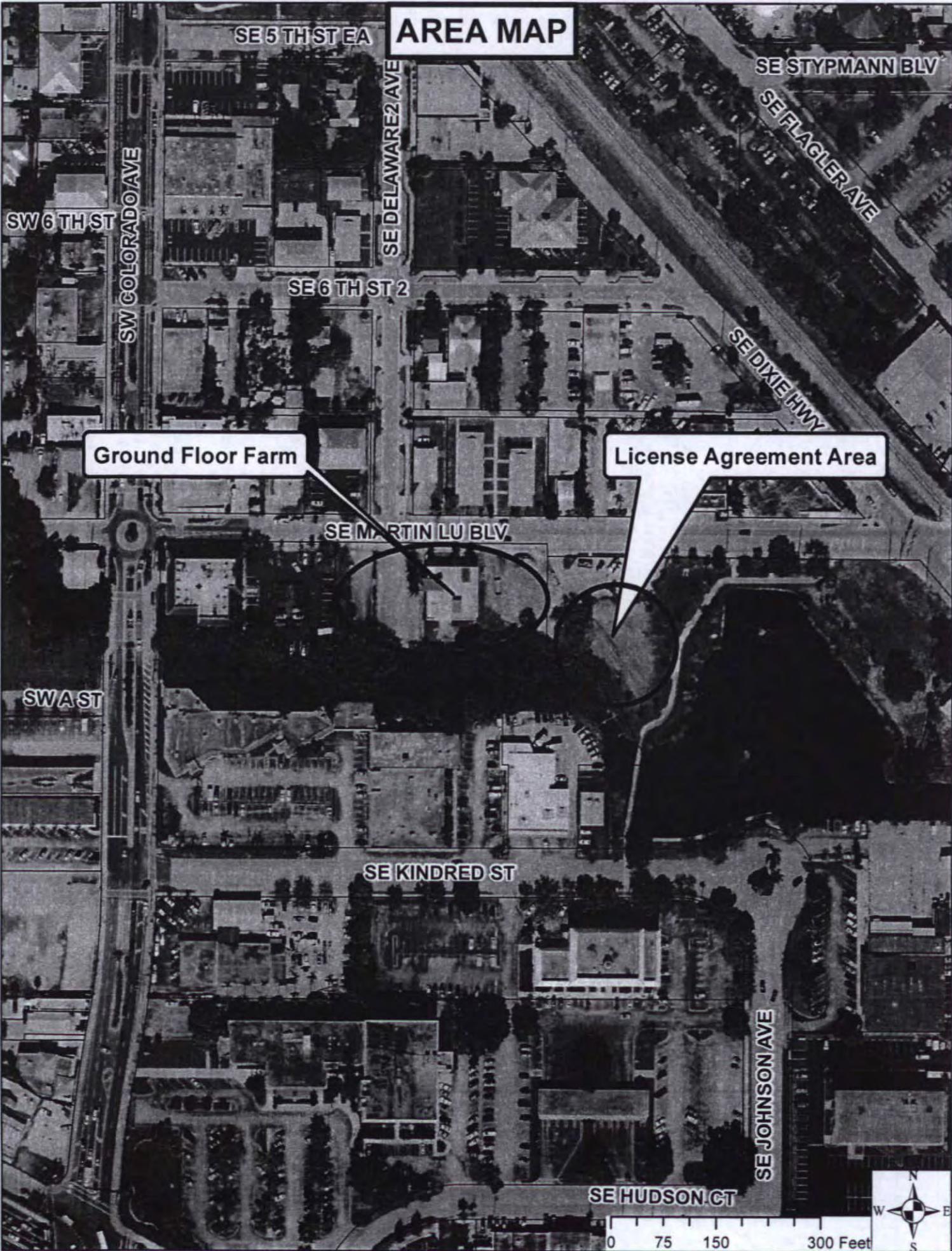
Workshops

Workshops will be fun, active, and educational. Workshops will take a more intensive look at a particular aspect of our farm operation. Students will learn about the chosen topic through a hands-on approach that will include experiments, games, tours, and other activities. Workshop style and content will be tailored to different ages. Below is a sample list of possible workshop themes:

- Composting
- Plant Families
- The Life Cycle of a Plant- from Seed to Plate
- Bread Baking and Fermentation Basics
- Kitchen Skills- Baking, Cheese Making, Preserving, and Fermenting
- Intro to Hydroponics
- Garden Bug Identification
- Florida Native Plants

We are eager to hear from you about how we can involve your students in education activities at Ground Floor Farm. We're looking forward to working with students and providing them with a new and different appreciation for the food they eat. Please direct all educational questions, comments, and concerns to Micah Hartman at micah@groundfloorfarm.com or 7726004230.

AREA MAP



SE 5 TH ST EA

SW 6 TH ST

SW COLORADO AVE

SE DELAWARE 2 AVE

SE 6 TH ST 2

SE STYPMANN BLV

SE FLAGLER AVE

SE DIXIE HWY

Ground Floor Farm

License Agreement Area

SE MARTIN LU BLV

SW A ST

SE KINDRED ST

SE JOHNSON AVE

SE HUDSON CT

0 75 150 300 Feet



1. License Agreement , Ground Floor Farm @ Bruner Pond Park, page 3.