

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
MARTIN COUNTY, FLORIDA**

RESOLUTION NUMBER \_\_\_\_\_

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS INITIATING THE FLORIDA GOVERNMENTAL CONFLICT RESOLUTION ACT AS CODIFIED UNDER CHAPTER 164 OF THE FLORIDA STATUTES, BETWEEN THE COUNTY AND THE CITY OF STUART REGARDING ENFORCEMENT OF THE "INTERLOCAL AGREEMENT REGARDING JOINT PROPOSAL TO BRIGHTLINE TRAINS LLC FOR A TRAIN STATION AND PARKING GARAGE" DATED DECEMBER 12, 2023 AND TO SEEK ENFORCEMENT OF THE CITY OF STUART'S COMPREHENSIVE PLAN, ELEMENT 2, TRANSPORTATION ELEMENT, GOALS, OBJECTIVES, AND POLICIES.

**WHEREAS**, in November of 2018, Brightline Trains LLC (herein 'Brightline') and Martin County Board of County Commissioners (herein 'County') entered into a settlement agreement under a civil action arising out of US District Court of D.C. 1-18-CV 00333. This agreement contained the requirement that Brightline would have a train station along the Treasure Coast. The City of Stuart (herein 'City') was not a party to the settlement agreement, nor to the litigation.

**WHEREAS**, on October 23, 2023, Brightline issued a Request for Proposal (herein 'RFP') for a train station in either Martin County or Saint Lucie County.

**WHEREAS**, in response to the RFP, the City and County staff jointly drafted an interlocal agreement titled "Interlocal Agreement Regarding Joint Proposal to Brightline Trains LLC for a Train Station and Parking Garage" (herein 'ILA'). The ILA was signed by the City on December 11, 2023, and by the County on December 12, 2023.

**WHEREAS**, on December 20, 2023, the City and Martin County submitted a joint proposal to Brightline (herein 'Proposal').

**WHEREAS**, the ILA contains the agreed responsibilities and requirements on behalf of the City and County in the event Brightline accepts their Proposal. The ILA contains the following requirements:

1. The COUNTY agrees to convey to the CITY a parcel of land more particularly described in Exhibit "A" to be used for the Project.
2. The CITY agrees to provide fifty-four (54) parking spaces for public use within .25 mile from the Martin County Courthouse. Such spaces represent the number of parking spaces currently located on the property to be conveyed by the COUNTY to the CITY. The parties agree that these spaces can include on street parking as well as parking behind the water treatment facility on Stypman Blvd that currently exist.

3. The CITY agrees to negotiate and enter into a long-term lease agreement with Brightline for the construction and operation of the Project on the subject property.
4. Pursuant to the aforementioned settlement agreement with Brightline, the COUNTY agrees to pay 50% of the construction costs of the Train Station.
5. The CITY agrees to pay for the construction costs of the Parking Garage necessary to meet the criteria set forth in the RFP.
6. The COUNTY and CITY agree to cooperate in applying for Federal, State or other grants to offset the costs of the Project. If the CITY and/or COUNTY are successful in obtaining any grant funds for the Project, the funds will be distributed as follows: (1) as to the Train Station, the cost of which is to be shared between the COUNTY and Brightline on an equal basis, their obligations shall be reduced on an equal basis; and (2) as for the Parking Garage, the CITY's monetary obligations for the construction costs of the Parking Garage shall be reduced by any grant funds received for the Parking Garage portion of the Project. When applying for any grant(s) from federal, state and/or other granting agencies, the CITY and COUNTY shall ensure that all eligible components of the Project are included in the application(s), and they will make reasonable efforts to file any grant application(s) jointly whenever possible.

**WHEREAS**, paragraph 8 of the ILA indicates that if any term or provision of the ILA is deemed invalid, the remaining provisions survive.

8. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent be held invalid or unenforceable for the remainder of this agreement, then the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

**WHEREAS**, on March 4, 2024, Brightline selected the City and the County's joint Proposal. Brightline provided terms for negotiations for the final agreement for the train station.

**WHEREAS**, the City and the County began to implement the terms of the ILA and negotiate with Brightline. In July 2024, the County drafted a Transfer Agreement, in accordance with paragraph 1 of the ILA, to transfer the property where the station would be built from the County to the City. Thereafter, the City requested the City and the County utilize an Amended ILA in order to encompass the transfer of the property within the amended ILA, as opposed to a separate document, and to amend language to reflect an anticipated amended settlement agreement between the County and Brightline.

**WHEREAS**, on August 12, 2024, the City approved the Amended ILA, which included the transfer of the property language. The City also conditionally approved a long-term lease (herein 'Ground Lease') with Brightline in accordance with paragraph 3 of the ILA. On August 26, 2024, the City signed the Amended ILA and the Ground Lease.

**WHEREAS**, on August 26, 2024, the City requested an agenda item be placed on their next meeting to take action to rescind the 2023 ILA, to rescind the Amended ILA, and to rescind the Ground Lease.

**WHEREAS**, on October 9, 2024, the City rescinded the Amended ILA and the Ground Lease. The original ILA was not rescinded, nor have the City and the County ever mutually agreed to terminate, rescind or amend its provisions.

**WHEREAS**, on October 14, 2024, the City unilaterally proposed revisions to the original ILA as well as the Ground Lease. The City Manager requested the City Commissioners have a discussion on whether to move forward with Brightline Proposal negotiations. All motions failed; there was no further direction by the City as to addressing the Proposal, the ILA or the Ground Lease.

**WHEREAS**, the County directed staff to continue negotiations alone with Brightline for the train station and parking.

**WHEREAS**, a Request for Bid (herein 'RFB') was issued by the County for a long-term lease for a train station to provide high speed passenger rail service for Martin County, FL. Brightline responded and was awarded the bid (herein 'Bid') by the County. The County also approved a first amendment to the 2018 Settlement Agreement and directed staff to apply for grants in furtherance thereof.

**WHEREAS**, the County desires to carry out the goal of the Proposal. In furtherance thereof, the County seeks to apply for and obtain Federal grants and funds in support of the train station and parking, as indicated in the ILA.

**WHEREAS**, paragraph 6 of the ILA, requires that the City and the County to cooperate in applying for grants to offset the costs of the train station and parking. The ILA further states the importance of the joint grant applications of Federal, State, and other grants for the Project.

**WHEREAS**, on two different occasions, County Staff requested a letter of support for the County's grant application to the Federal Rail Administration for the construction of the station from the City. On November 21, 2024, County Staff sent an email to all municipalities in Martin County, including the City of Stuart, requesting support for the grant application to the City. On November 25, 2024, the City refused to issue the letter of support and a motion to have the request for support placed on their next agenda failed. On January 7, 2024, County Staff again requested a letter of support in accordance with the ILA requirements. On January 13, 2025, the City refused to take action and failed to take action to have the request for a letter of support placed on their next agenda.

**WHEREAS**, the Metropolitan Planning Organization's (herein 'MPO') 2024 Long Range Transportation Plan encourages transit options, including passenger rail service to Martin County. Further, the City of Stuart's Comprehensive Plan, Element 2, states the City is required to foster the development of a passenger rail service. Among other provisions, Element 2, Transportation Element, Goals, Objectives, and Policies of the City's Comprehensive Plan, establishes the manner in which the City must participate (emphasis added):

*Policy 2.A10.2.:* The City **shall** continue to encourage expansion of Tri-Rail, passenger rail service, bus service and other multi-modal forms of transportation, with a particular emphasis on developing downtown Stuart as a transportation hub.

*Policy 2.A10.3.:* Through (1) direct advocacy aimed at elected officials, as well as federal, state and local transportation agencies, (2) active participation in the Martin County MPO, and (3) acquisition of grants and other appropriate funding sources, the City **shall** actively support the reestablishment of passenger rail service on the Florida East Coast (FEC) Rail Road right-of-way, including the construction of a downtown rail station/transportation depot, preferably on Flagler Avenue between East Ocean Boulevard and Martin Luther King Jr. Boulevard. Moreover, the City shall actively support the introduction of commuter rail services to the FEC right-of-way.

**WHEREAS**, the City, contrary to its obligations, has demonstrated it no longer seeks to support and adhere to the creation of a train station and designated parking, specifically, it has refused to abide by the ILA and the Proposal, and by the mandates of its own Comprehensive Plan.

**WHEREAS**, the County seeks to continue in carrying out its lawful obligations of the Proposal to create a train station and parking in Stuart, Martin County, Florida. Further, the County desires the City to comply with their obligations as stated within the ILA and the Proposal, and the City's Comprehensive Plan.

**WHEREAS**, there is a dispute between the County and the City.

**WHEREAS**, the purpose and intent of the Florida Governmental Conflict Resolution Act "is to promote, protect, and improve the public health, safety, and welfare and to enhance intergovernmental coordination efforts by the creation of a governmental conflict resolution procedure that can provide an equitable, expeditious, effective, and inexpensive method for resolution of conflicts between and among local and regional governmental entities. It is the intent of the Legislature that conflicts between governmental entities be resolved to the greatest extent possible without litigation." § 164.102, Fla. Stat.

**WHEREAS**, the County seeks to have the City comply with their lawful obligations and to do so in accordance with the Florida Governmental Conflict Resolution Act and to resolve this matter without the need of litigation.

**NOW, THEREFORE BE IT RESOLVED** by the Board of County Commissioners of Martin County, Florida, hereby adopts and confirms the recitals above. The Board of County Commissioners hereby authorizes the County Attorney to invoke Chapter 164, Florida Governmental Conflict Resolution Act and directs the County Administrator, the County Attorney, and their designees, to take all appropriate steps to seek enforcement of the 2023 “Interlocal Agreement Regarding Joint Proposal to Brightline Trains LLC for a Train Station and Parking Garage” and of the City of Stuart’s Comprehensive Plan, Element 2, Transportation Element, Goals, Objectives, and Policies while preserving all of the County’s rights at law and in equity. Further, the County Administrator, the County Attorney, and their designees, are hereby authorized and directed to take all steps necessary and appropriate to implement the terms of this Resolution and to use all appropriate discretion in such implementation.

DULY PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_ 2025.

**ATTEST**

**BOARD OF COUNTY COMMISSIONERS  
MARTIN COUNTY, FLORIDA**

\_\_\_\_\_  
Carolyn Timmann  
Clerk of the Circuit Court & Comptroller

\_\_\_\_\_  
Sarah Heard  
Chair

**APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY**

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Sarah W. Woods  
County Attorney