



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

RESOLUTION NUMBER 41-2024

**A RESOLUTION OF THE CITY COMMISSION OF
THE CITY OF STUART AUTHORIZING THE MAYOR
TO SIGN AN AMENDED INTERLOCAL AGREEMENT
WITH MARTIN COUNTY PROVIDING THE
RESPONSIBILITIES OF THE PARTIES IN THE
CONSTRUCTION OF A PASSENGER RAIL STATION
ON FLAGLER AVENUE; PROVIDING AN EFFECTIVE
DATE; AND FOR OTHER PURPOSES.**

* * * * *

WHEREAS, the City of Stuart Comprehensive Plan has included a goal of returning passenger rail to the City of Stuart for more than twenty years; and

WHEREAS, Brightline Trains LLC (“Brightline”) issued a Request for Proposals for a train station, including parking, i.e. the Treasure Coast Station Location Project No. 2023-TC-RFP (“RFP”), to be located in Martin or St. Lucie County; and

WHEREAS, the City of Stuart and Martin County, recognizing the importance of efficient transportation infrastructure and the need to enhance public accessibility, have acknowledged that a collaborative effort in the establishment of a train station would result in significant public benefits, improving the quality of life for residents and fostering economic development within the community; and

Resolution No. 41-2024; Authorizing an Interlocal Agreement with Martin County
Related to the construction of a passenger rail station.

WHEREAS, the City of Stuart and Martin County entered into an Interlocal Agreement on December 12, 2023, in which they agreed to submit a joint proposal in response to Brightline's RFP; and

WHEREAS, the City of Stuart and Martin County submitted a joint proposal to Brightline for a train station, parking, railroad infrastructure, and other infrastructure necessary for compliance with development regulations to be located on the property currently owned by Martin County located within the municipal boundaries of the City of Stuart; and

WHEREAS, Brightline notified the City of Stuart and Martin County that their joint proposal to the RFP was selected conditioned upon certain clarifications in its correspondence dated March 4, 2024; and

WHEREAS, the City of Stuart and Martin County have engaged in further negotiations with Brightline in order to finalize the terms of an agreement for the development of the train station.

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

SECTION 1: The precatory language above is hereby adopted as if set forth below.

SECTION 2: The City of Stuart and Martin County have drafted an Amended Interlocal Agreement that provides clarification as to the terms and responsibilities of the parties in the furtherance of their joint effort for the development of a train station within the boundaries of the City of Stuart.

Resolution No. 41-2024; Authorizing an Interlocal Agreement with Martin County
Related to the construction of a passenger rail station.

SECTION 3: The Mayor is hereby authorized to execute the Amended Interlocal Agreement with Martin County relating to the development of a train station on Flagler Avenue and the FEC right-of-way in Stuart, Florida.

SECTION 4: This resolution shall take effect immediately upon adoption.


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

REBECCA S. BRUNER, MAYOR
CAMPBELL RICH, VICE MAYOR
EULA R. CLARKE, COMMISSIONER
CHRISTOPHER COLLINS, COMMISSIONER
TROY MCDONALD, COMMISSIONER


YES	NO	ABSENT	ABSTAIN
Y			
Y			
Y			
		ABSENT	
Y			

ADOPTED this 12th day of August, 2024.

ATTEST:

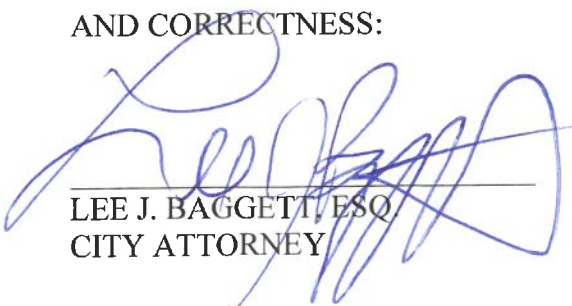


MARY R. KINDEL, MMC 8/13/2024
CITY CLERK

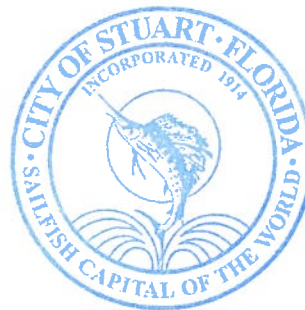


REBECCA S. BRUNER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:



LEE J. BAGGETT, ESQ.
CITY ATTORNEY



**AMENDED INTERLOCAL AGREEMENT
REGARDING JOINT PROPOSAL TO BRIGHTLINE TRAINS LLC
FOR A TRAIN STATION**

This AMENDED INTERLOCAL AGREEMENT (“Agreement”), dated August 13, 2024 is made by and among MARTIN COUNTY, Florida, a political subdivision of the State of Florida, 2401 S.E. Monterey Road, Stuart, FL 34996 (the “COUNTY”); and the CITY OF STUART, a municipal corporation of the State of Florida, 121 S.W. Flagler Avenue, Stuart, Florida 34994 (the “CITY”).

WITNESSETH:

WHEREAS, Section 163.01 Fla. Stat. (2002), known as the Florida Interlocal Cooperation Act of 1969, provides a method for government entities to cooperate with each other on a basis of mutual advantage to provide services and facilities in a manner that will accord best with the factors influencing the needs and development of local communities; and

WHEREAS, on December 12, 2023, the COUNTY and the CITY entered into an Interlocal Agreement regarding the Joint Proposal to Brightline Trains LLC (“Brightline”) in response to a Request for Proposals previously published by Brightline.

WHEREAS, on November 25, 2018, the COUNTY entered into a settlement agreement with Brightline. The CITY was not a party to the settlement agreement; and

WHEREAS, Brightline issued a Request for Proposals for a Train Station including parking, i.e. the Treasure Coast Station Location Project No. 2023-TC-RFP, (hereinafter “RFP”) to be located in Martin or St. Lucie County with a December 22, 2023 deadline; and

WHEREAS, the CITY and the COUNTY submitted a joint proposal to Brightline for a Train Station, Parking Garage, railroad infrastructure, and other infrastructure necessary for compliance with development regulations (hereinafter “Project”) to be located on property currently owned by the COUNTY located within the municipal boundaries of the CITY and as more particularly described in Exhibit “A” which is attached hereto and incorporated herein; and

WHEREAS, On March 4, 2024, Brightline notified the CITY/COUNTY that the joint proposal was selected conditioned subject to a list of terms included in its March 4, 2024 correspondence (“Selection Letter”); and

WHEREAS, the CITY and COUNTY have agreed to jointly seek Federal, State and other grants for the Project; and

WHEREAS, the COUNTY retained, at its sole cost and expense, Treasure Coast Regional Planning Council to prepare a proposal for the Project on behalf of the CITY and COUNTY for the Brightline RFP; and

WHEREAS, the COUNTY and CITY, recognizing the importance of efficient transportation infrastructure and the need to enhance public accessibility, have acknowledged that a collaborative effort in the establishment of a train station with 200 parking spaces would result in significant public

benefits, improving the quality of life for residents and fostering economic development within the community.

NOW THEREFORE, in consideration of the mutual benefits, the parties do hereby agree as follows:

- A. The COUNTY and CITY agree to amend the original Interlocal Agreement dated December 12, 2023 to clarify and finalize the responsibilities of the parties pursuant to Brightline's selection of the CITY/COUNTY'S joint proposal.
- B. The CITY is aware that the COUNTY is also amending it's 2018 settlement agreement with Brightline. The parties agree that the CITY is not a party to said settlement agreement and therefore, the CITY will not be responsible for compliance with the settlement agreement or any amendments thereto.
- C. In order to fulfill the terms of this Agreement as well as the clarifications set forth in Brightline's Selection Letter, the parties agree as follows:
 1. The COUNTY agrees to convey to the CITY three (3) parcels of land more particularly described in Exhibit "A" ("Properties") to be used for the Project. Transfer of ownership of the Properties from COUNTY to CITY for present and future purposes, including dedication, fee simple interest, liability, maintenance, management, development, leasing and other services in association therewith shall be governed by this Section C. The Properties are, as of the Effective Date, improved with a paved parking lot which is accessible to the public for free.
 - a. The Properties shall be transferred from COUNTY to CITY within 14 days after the Effective Date of this Agreement by the recording of a COUNTY Quit Claim Deed (the "*Properties Deed*") in the Official Records of Martin County, Florida.
 - b. The Properties Deed shall contain a restrictive covenant that the Properties shall be used solely for public purposes.
 - c. Following conveyance of the Properties from the COUNTY to the CITY, the CITY agrees to work with Brightline to attempt to keep as much of the parking available as public parking as possible during the due diligence period. At such time as the Long Term Land Lease between the CITY and Brightline becomes effective, the CITY can no longer provide public parking on the site as it will be effectively the property of a third party.
 - d. If a Certificate of Occupancy or a building permit has not been issued within 5 years from the Effective Date, the CITY shall convey the Properties to the COUNTY.

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 Stypmann Boulevard that currently exist.
3. The COUNTY shall commit up to \$15,000,000. Funds shall be used on the design and development of a train station to be developed on the Properties, including both front and back of house areas, platform, canopy, entry plaza, service yard and all necessary rail infrastructure, including, but not limited to, all the necessary track, ballast, ties, civil, signal/communication, and special track work / equipment (collectively, the "Train Station") (covering both hard and soft costs)
4. The CITY shall commit up to \$30,000,000. Funds shall be used on the design and development of the Train Station to be developed on the Properties.
5. The fund commitments in paragraphs 3 and 4 above shall be allocated as follows: The parties agree to be equally (i.e. 50/50) responsible for the costs of the design and development of the Train Station for up to \$30,000,000. The CITY shall be fully responsible for any costs of the design and development of the Train Station from \$30,000,000 to \$45,000,000 for any costs that exceed \$30,000,000 up to a maximum cost of \$45,000,000 in total.
6. Within 30 days of the execution of the Interlocal Agreement, the COUNTY and CITY shall proportionally fund the design dollars for the Train Station.
7. The COUNTY and the CITY agree that the CITY shall lease to Brightline with full development rights, on the Properties described in Exhibit "A" to develop a Train Station with at least two hundred (200) parking spaces in the form of a long term triple net land lease for 80 years with an annual lease of one (\$1.00) dollar plus taxes, maintenance and insurance.
8. The parties acknowledge that the COUNTY's Tourist Development Plan approved, in accordance with Section 71.243, General Ordinances, Martin County Code, on November 8, 2023, includes an \$800,000 allocation to Brightline for the implementation of a marketing plan designed to promote and establish the Stuart Brightline Station, in coordination with Brightline.
9. 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 proportionately back to the COUNTY and CITY based upon their respective contributions toward the Project.
10. This Agreement shall become effective upon execution by both parties and filing with the Clerk of the Circuit Court for Martin County.

11. 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.
12. This Agreement shall not be construed to inure to the benefit of or to invest rights in any third parties and shall inure only to the benefit of the parties hereto.
13. Any notice, request, demand, consent approval or other communication required or permitted by this Agreement shall be given or made in writing and shall be served (as elected by the party giving such notice) by one of the following methods: (i) hand delivery to the other party; (ii) delivery by commercial overnight courier service; or (iii) mailed by registered or certified mail (postage prepaid), return receipt requested. For purposes of notice the addresses are:

COUNTY

County Administrator
Martin County Board of County Commissioners
2401 SE Monterey Road
Stuart, FL 34996

Required Copy to:

County Attorney
Martin County Board of County Commissioners
2401 SE Monterey Road
Stuart, FL 34996

CITY

City Manager
City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994

Required Copy to:

City Attorney
City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994

Notice given in accordance with the provision of this paragraph shall be deemed to be delivered and effective on the date of hand delivery or on the second day after the date of the deposit with an overnight

courier or on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not delivered if mailed.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the date, month and year set forth below.

ATTEST:

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

CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

HAROLD E. JENKINS II, CHAIRMAN

APPROVED AS TO FORM & LEGAL
SUFFICIENCY:

_____, 2024
Date

SARAH W. WOODS, COUNTY ATTORNEY

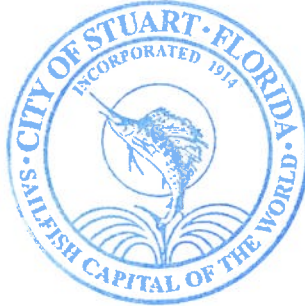
ATTEST:


MARY R. KINDEL, CITY CLERK

CITY OF STUART, FLORIDA


REBECCA S. BRUNER, MAYOR

August 13, 2024
Date



APPROVED AS TO FORM AND
CORRECTNESS:

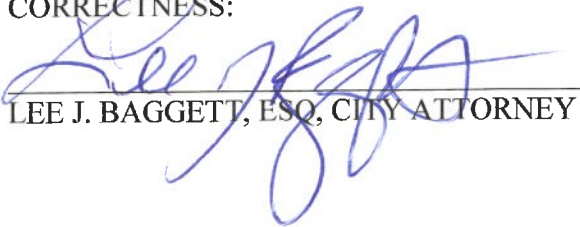

LEE J. BAGGETT, ESQ, CITY ATTORNEY

EXHIBIT "A"

The Properties
(Consisting of 3 Parcels)

Parcel 1:

04-38-41-000-000-00310-1 .64 Acres

A parcel of land in the Southwest one-quarter of Section 4, Township 38 South, Range 41 East, Martin County, Florida, more particularly described as follows:

Starting at an iron post which marks the intersection of the East line of the right of way of F.E.C. Rwy, and the south line at East Fourth Street (being a paved street running east and west) in the Town of Stuart, Florida;

thence run Southeasterly along the east line of said railway right-of-way a distance of 712.85 feet to an iron post marking the N.W. corner of the tract herein described;

thence continuing southeasterly along the east line of said right-of-way 200 feet to an iron post;

thence northeasterly in a straight line at right angles to the east line of said railway right-of-way a distance of 140 feet to an iron post;

thence northwesterly in a straight line parallel to the east line of said railway right-of-way a distance of 90 feet to a point;

thence southwesterly in a straight line at right angles to the east line of said railway right-of-way a distance of 100 feet to a point;

thence northwesterly in a straight line parallel to the east line of said railway right-of-way a distance of 110 feet to a point;

thence southwesterly in a straight line at right angles to the east line of said railway right-of-way a distance of 40 feet to the point of beginning; and being a part of a tract of land conveyed by George W. Lainhart and Minnie H. Lainhart, his wife and George W. Potter and Ella D. Potter, his wife, to Southern Utilities Company by deed dated May 1, 1917, recorded in March 13, 1918, in Deed Book 99, page 203, among the public records of Palm Beach County, Florida, said lands now being in Martin County, Florida.

As recorded in Official Records Book 710, Page 2559, of the Public Records of Martin County, Florida.

Parcel 2:

04-38-41-010-000-00090-5 .65 Acres

Lots I and J, less the East 6 feet thereof, Lainhart & Potter's Addition To Stuart, according to Plat thereof filed 4 December, 1922 and recorded in Plat Book 9, page 61, Palm Beach (now Martin) County, Florida public records.

Being part of Parcel III in deed recorded in Official Records Book 696, Page 1898, of the Public Records of Martin County, Florida.

Parcel 3 (consisting of 3 subparcels):

04-38-41-004-004-00010-2 1.06 Acres

- A. Lot 1, Block 4, less the East 6 feet thereof, The 47 Acre Addition, according to plat thereof recorded in Plat Book 1, page 27, Martin County, Florida public records.

Being part of Parcel III in deed recorded in Official Records Book 696, Page 1898, of the Public Records of Martin County, Florida.

- B. Lots 2, 3 and 4, Block 4, The 47 Acre Addition to the City of Stuart, according to the plat thereof recorded in Plat Book 1, page 27, Martin County, Florida public records.

As recorded in Official Records Book 680, Page 839, of the Public Records of Martin County, Florida.

- C. Lots 5, 6, 7, 8, 9, 10, 11, 12, and 13, LESS the Southerly 15 feet of Lot 13, Block 4, The 47 Acre Addition to the City of Stuart according to plat thereof filed January 7, 1926 and recorded in Plat Book 1, page 27, Martin County, Florida public records.

Being Parcel IV in deed recorded in Official Records Book 696, Page 1898, of the Public Records of Martin County, Florida.