

**MARTIN COUNTY, FLORIDA
SUPPLEMENTAL MEMORANDUM**

TO: Honorable Members of the Board of County Commissioners **DATE:** September 4, 2024

VIA: Don G. Donaldson, P.E.
County Administrator

FROM: Sarah W. Woods
County Attorney

REF: 24-1304

SUBJECT: BRIGHTLINE TRAIN STATION – FIRST AMENDMENT TO NOVEMBER 25, 2018 SETTLEMENT AGREEMENT AND AMENDED INTERLOCAL AGREEMENT

This supplemental is submitted to provide a detailed narrative outlining the provisions of the First Amendment to the Settlement Agreement and the Amended Interlocal Agreement with the City of Stuart.

A. First Amendment to November 25, 2018 Settlement Agreement (SA)

Section I. Restates Paragraph 3. Martin Aerial Pedestrian Bridge of the SA as follows:

Removes \$47,600 maximum for an aerial easement fee with FECR as well as the requirement that Brightline equally share the construction cost of the aerial pedestrian bridge with Martin County.

Section II. Restates Paragraph 4. Martin Fencing of the SA as follows:

Does not change subsection (a). Amends subsection (b): The original language allowed for Martin County's construction of additional fencing within FECR right of way, which required payment of an amount not to exceed 75 cents per square foot under a fencing lease agreement with FECR. Brightline agreed to reimburse the County up to 1 million dollars in the fencing construction costs. Martin County was responsible for any additional costs as well as ongoing maintenance costs and liability for the fencing. The amended subsection (b) requires Brightline to install the additional fencing required in the RAISE Trespassing Prevention Project and sets forth tables identifying such additional fencing. These tables contain the same additional fencing Martin County would construct and be reimbursed for up to 1 million dollars. The County's payment of right of way lease fees to FECR is deleted and removes the County's responsibility for maintenance and liability connected with the additional fencing.

The remaining subsections of this paragraph are unchanged.

Section III. Restates Paragraph 6. Brightline Station in the Treasure Coast of the SA as follows:

The new language provides that a train station be located in Martin County (not Martin or St. Lucie County) within 5 years of Brightline's commencement of Brightline's passenger

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train service from West Palm Beach to Orlando. Upon completion of the Station, at least two northbound and two southbound trains will stop at the Station each day.

Martin County agrees (a) to pay the City of Stuart up to \$15,000,000.00 for the design and development of the Station to be developed by the City of Stuart. Martin County (b) convey to Stuart property for the Station and parking in accordance with the proposed 2024 Amended Interlocal Agreement with the City.

Brightline acknowledges and agrees Martin's payment of up to \$15,000,000.00 and conveyance of land satisfies the 2018 agreement requiring Martin to pay up to 50% of the Station cost at Brightline's request.

The section provides for the coordination of the County, City and Brightline for Federal, State of other grant money to defray costs. Brightline also agrees to identify a potential area within the parking area to allow for the future construction of an aerial pedestrian bridge but has no obligation to construct or pay for such pedestrian bridge.

Section IV. Adds subsections (f) (g) and (h) to Section 9. Commitments of Martin and CARE Regarding the Brightline Project of the SA as follows:

(f) Martin County agrees to cooperate with Brightline's financing efforts with Florida Development Finance Corporation. Brightline agrees and acknowledges that, under no circumstances, will the County face any financial obligation with regard to such revenue bonds or operating costs with respect to the Station or the Brightline Project.

(g) Acknowledges the November 8, 2023 approval by the County's Tourist Development Council of an \$800,000 allocation in the Martin County Tourist Development Plan for implementation of a marketing plan to promote and establish the Stuart Brightline Station in accordance with the County/City joint proposal to Brightline.

(h) Martin County agrees to cooperate with the SLRB Replacement project and the close out of permits and crossing agreements in connection with the Brightline Project.

B. Amended Interlocal Agreement between Martin County and the City of Stuart

This Amended Interlocal amends the 2023 Interlocal which set forth the Joint Proposal to Brightline in response to Brightline's Request for Proposal for a train station in Martin or St. Lucie County.

Section C. provides for:

1. The County's conveyance to the City of three parcels of land to be used for the train station and parking within 14 days of the Interlocal's effective date. Requires a restrictive covenant in the County deed requiring the properties are used solely for public purposes. Provides for the City working with Brightline to keep public parking available as much as is possible during the due diligence period of the development. Requires the City to re-convey the three parcels to the County if a Certificate of Occupancy or building permit has not been issued for the train station within 5 years of the Interlocal's effective date.

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2. The City agrees to provide 54 public parking spaces within .25 miles of the Martin County Courthouse, which includes street parking along Stypmann Boulevard.
3. The County commits up to \$15,000,000 for the design and development of the train station.
4. The City commits up to \$30,000,000 for the design and development of a train station.
5. The allocation of the funding commitments in Section 3 and 4 provides for equal responsibility (i.e. 50/50) for design and development for the train station up to \$30,000,000. The City shall be responsible for Train Station costs that exceed \$30,000,000, up to a maximum of \$45,000,000.
6. The initial design dollars will be proportionately funded.
7. The parties agree the City will lease the subject property to Brightline to develop a Train Station and 200 parking spaces for 80 years at a \$1.00 per year lease payment.
8. Acknowledges the \$800,000 Tourist Development Plan allocation to promote and establish the Stuart Brightline Station.

Reviewed by County Attorney's Office

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