



City of Stuart

AGENDA

ADDENDUM

REGULAR COMMISSION MEETING OF THE STUART CITY COMMISSION

OCTOBER 14, 2024

AT 4:00 PM

COMMISSION CHAMBERS

121 SW FLAGLER AVE.

STUART, FLORIDA 34994

CITY COMMISSION

Mayor Campbell Rich
Commissioner Eula R. Clarke
Commissioner Christopher Collins
Commissioner Laura Giobbi
Commissioner Sean Reed

ADMINISTRATIVE

City Manager, Michael J. Mortell
City Attorney, Lee J. Baggett
City Clerk, Mary R. Kindel

Agenda items are available on our website at <http://www.cityofstuart.us>
Phone: (772) 288-5306. Fax: (772) 288-5305. E-mail: mkindel@ci.stuart.fl.us

In compliance with the Americans with Disabilities Act (ADA), anyone who needs a special accommodation to attend this meeting should contact the City's ADA coordinator at 772-288-5306 at least 48 hours in advance of the meeting, excluding Saturday and Sunday.

If a person decides to appeal any decision made by the Board with respect to any matter considered at this meeting, he will need a record of the proceeding, and that for such purpose he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

(RC) next to an item denotes there is a City Code requirement for a Roll Call vote.
(QJ) next to an item denotes that it is a quasi-judicial matter or public hearing.

APPROVAL OF AGENDA

COMMISSION ACTION

1. AMENDMENT TO MARTIN COUNTY INTERLOCAL AGREEMENT FOR TRAIN STATION (RC):

RESOLUTION No. 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.

ADJOURNMENT

WHAT IS CIVILITY? Civility is caring about one's identity, needs and beliefs without degrading someone else's in the process. Civility is more than merely being polite. Civility requires staying "present" even with those persons with whom we have deep-rooted and perhaps strong disagreements. It is about constantly being open to hear, learn, teach and change. It seeks common ground as a beginning point for dialogue. It is patience, grace, and strength of character. Civility is practiced in our City Hall.

PUBLIC COMMENT: If a member of the public wishes to comment upon ANY subject matter, including quasi-judicial matters, please submit a Request to Speak form. These forms are available in the back of the Commission Chambers, and should be given to the City Clerk prior to introduction of the item number you would like to address.

CONSENT CALENDAR: Those matters included under the Consent Calendar are self-explanatory, non-controversial, and are not expected to require review or discussion. All items will be enacted by one motion. If discussion on an item is desired by any City Commissioner that item may be removed by a City Commissioner from the Consent Calendar and considered separately. If an item is quasi-judicial it may be removed by a Commissioner or any member of the public from the Consent Calendar and considered separately.

QUASI-JUDICIAL HEARINGS: Some of the matters on the Agenda may be "quasi-judicial" in nature. City Commissioners will disclose all ex-parte communications, and may be subject to voir dire by any interested party regarding those communications. All witnesses testifying will be "sworn" prior to their testimony. However, the public is permitted to comment without being sworn. Unsworn testimony will be given appropriate weight and credibility by the City Commission.

CITY OF STUART, FLORIDA

AGENDA ITEM REQUEST

City Commission

Meeting Date: 10/14/2024

Prepared by: Michael Mortell

Title of Item:

AMENDMENT TO MARTIN COUNTY INTERLOCAL AGREEMENT FOR TRAIN STATION (RC):

RESOLUTION No. 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.

Summary Explanation/Background Information on Agenda Request:

BACKGROUND: The City has prioritized the return of passenger rail to downtown Stuart for many years. In the fall of 2023, Brightline published a Request for Proposals from anyone in Martin or St. Lucie County seeking a passenger station. On December 11, 2023, the City adopted an Interlocal agreement with the County which delineated the responsibilities between Martin County and Stuart in the event the Joint Response to the Request for Proposals was adopted. On August 12, 2024, the City Commission voted to ratify long term land lease with Brightline Railroad and also to amend an Interlocal Agreement with Martin County pertaining to the construction of the passenger rail station that was the subject of the land lease with Brightline. The Resolutions were contingent on approval by the County which did not occur. Prior to the conditions precedent being met, the City Commission voted to rescind the Amended Interlocal as well as the Long Term Land Lease with Brightline. On August 26, 2024, September 9, 2024, and September 23, 2024, the City Commission directed Staff to meet with Martin County as well as Brightline and to return with a better deal for the City of Stuart.

After many meetings and discussions with the County as well as Brightline, the City has been asked to address the issue at the October 14, 2024 meeting. In the original proposal, the City was committing up to 30 million dollars and the County was committing up to 15 million dollars. This would provide for a train station, track improvements, 200 parking spaces and guarantee at least 4 stops per day. The intention was to seek grants and other funding contributions after the fact so we could move forward quickly and get the station open. The final proposal is as follows. The County has maintained its position and will contribute the land and up to 15 million dollars. The City would commit up to 20 million which is a 10 million dollar reduction. The design would include a station, track improvements, a two story parking garage with +/- 200 parking spaces based upon the design of the garage. The cost would be approximately \$60 million dollars.

The County and City would jointly apply for The Federal-State Partnership for State of Good Repair Program which is due no later than December 16, 2024. It is what is known as an 80/20 grant. This means that the grant could award 80% of the project value if the County or Municipality paid 20 percent. This grant is designed for Counties and Municipalities so it is not available to non-government entities. As a result, if the project was awarded 80 percent, then the total cost would be 12 million dollars which would be split equally by the County and the City. In addition, the County and City would also seek additional funding during the next legislative session and that could reduce the cost even more. The County and City have approached Brightline about this proposal and Brightline has agreed to provide up to 8 stops and also agreed that if we did not receive the grant, then we could cancel the agreement in April when the grant awards are announced. The problem is that we can not postpone the decision any longer because if we are going to apply for the FRA grant, it must be complete by December 16 and we

need to start working on it immediately. After speaking to the County, waiting until the October 28 meeting would not provide sufficient time to prepare the grant properly. The remainder of the interlocal would remain the same pertaining to the additional 54 parking spaces on Stypman the long term land lease. It would be Brighline's responsibility to maintain the property, the parking garage and the station as well as provide passenger rail service during the term of the lease. A condition of the lease is providing passenger rail service. There is no danger of losing the property because anyone that steps into the position of Brightline would be responsible for providing passenger rail and complying with the remainder of the lease.

Funding Source:

Recommended Action:

ATTACHMENTS:

1. 2024.10.11. Resolution to amend interlocal



**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

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. The clarifications and amendments were related to the joint submittal as well as a settlement agreement entered between Brightline and Martin County in 2018; and

WHEREAS, the City of Stuart negotiated with Brightline and entered into a long term land lease that was conditioned upon adoption of an amended interlocal agreement by the County. Prior to the adoption by the County, the City Commission voted to rescind the ground lease and directed staff to negotiate new terms with Brightline.

WHEREAS the City has held multiple discussions with Brightline as well as the County and has prepared a proposal that requires the City of Stuart to adopt first and then will be adopted and approved by Martin County.

WHEREAS, the adoption of this Resolution and amendment of the Interlocal Agreement with the County will provide significant public benefit to the residents of Stuart.

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.

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

CAMPBELL RICH, MAYOR
SEAN REED, COMMISSIONER
EULA R. CLARKE, COMMISSIONER
CHRISTOPHER COLLINS, COMMISSIONER
LAURA GIOBBI, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED this _____ day of _____.

ATTEST:

CITY OF STUART, FLORIDA

MARY KINDEL, CITY CLERK

CAMPBELL RICH, MAYOR

APPROVED AS TO FORM AND
CORRECTNESS:

LEE BAGGETT, CITY ATTORNEY

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

This AMENDED INTERLOCAL AGREEMENT (“Agreement”), dated _____, 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, 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, on December 12, 2023, Martin County and the City of Stuart entered into an Interlocal Agreement regarding the Joint Proposal to Brightline Trains LLC in response to a Request for Proposals published by Brightline; and

WHEREAS, the CITY and the COUNTY submitted a joint proposal 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, the desire to amend the December 12, 2023 Interlocal Agreement and continue to jointly provide the return of passenger rail to the Stuart, Martin County residents.

WHEREAS, the CITY and COUNTY have agreed to jointly seek Federal, State and other grants for the Project and specifically, the parties agree to apply for the *Federal-State Partnership for Intercity Passenger Rail (FSP) Grant* that is currently available and must be submitted prior to December 16, 2024; 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 passenger train station would comply with the City of Stuart Comprehensive plan and 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 the joint response to the RFP.
- B. The City is aware that the County is also amending its 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. On March 4, 2024, Brightline notified the CITY/COUNTY that the proposal conditioned upon clarifications included in its March 4, 2024 correspondence.
- D. In accordance with the negotiations to finalize the Brightline Station based upon the conditions set forth in the Request for Proposal as well as the clarifications set forth in the selection letter, the parties agree as follows:
 - 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 Stypmann Blvd that currently exist.
 - 3. Martin County shall commit up to \$15M. Funds shall be used on the design and development of a train station to be developed on the Land, 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. City of Stuart shall commit up to \$20M. Funds shall be used on the design and development of a train station to be developed on the Land, 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).
 - 5. It is the intention of the parties to this agreement that the Train Station is the entire project including the track modifications necessary for the station, a two-story parking garage, the actual station, landscaping and all other necessary improvements to complete the project.
 - 6. The parties agree to jointly apply for the Federal-State Partnership for Intercity Passenger Rail (FSP) Grant. In the event that the Grant is awarded, the City and County agree to equitably reduce their respective contributions as described above by the amount of the grant awarded.
 - 7. The parties agree that the City will enter into a long term land lease for the property with Brightline Trains LLC but the lease shall be contingent upon the grant being awarded. If the grant is not awarded, then the City or the County shall have the right to terminate the Long Term Land Lease or this Interlocal Agreement.
 - 8. The County and the City agree that the City shall lease to Brightline with full development rights, on parcels described in exhibit A to develop a Train Station with plus or minus 200 parking spaces

designed as a two story parking garage. Further, the lease with Brightline shall include the terms and conditions of The Lease shall be in the form of a long term triple net land lease for 80 years with an annual lease of \$1 dollar plus taxes, maintenance and insurance. Brightline shall be solely responsible for all maintenance, taxes, insurance and operational costs of the station and parking garage.

9. The CITY agrees to enter into a long-term lease agreement with Brightline for the construction and operation of the Project on the subject property consistent with the terms of this agreement as well as the terms set forth in the amended settlement agreement between the County and Brightline.
10. The COUNTY and CITY agree to cooperate in additional Federal and State grants, funding or allocations to offset the costs of the Project remaining after the grant award. 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 contributions toward the project.
11. This Agreement shall become effective upon execution by both parties and filing with the Clerk of the Circuit Court for Martin County.
12. 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.
13. 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.
14. 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, CHAIRMAN

APPROVED AS TO FORM & LEGAL
SUFFICIENCY:

Date

SARAH W. WOODS, COUNTY ATTORNEY

ATTEST:

CITY OF STUART, FLORIDA

MARY KINDEL, CITY CLERK

CAMPBELL RICH, MAYOR

APPROVED AS TO FORM AND
CORRECTNESS:

Date

LEE BAGGETT, 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.