

**JOINT MEETING
FORT PIERCE CITY COMMISSION AND FORT PIERCE HOUSING AUTHORITY**

Special Joint Meeting - Monday, August 29, 2022 - 11:00 a.m.

Housing Authority Meeting Room, 511 Orange Avenue, Fort Pierce, Florida

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL**

4. **DISCUSSION ITEMS**
 - a. Overview of Fort Pierce Housing Authority

 - b. Strategic Plan Alignment
 - Developing Working Relationships
 - Communications and Information Exchange

 - c. Condition of Housing Authority Facilities

 - d. Review of Existing PILOT Agreement

 - e. Impact of inflationary rent increase on Housing Authority programs

5. **COMMENTS FROM THE PUBLIC**

Any person who wishes to comment on any subject may be heard at this time. Please limit your comments to three (3) minutes or less, as directed by the Mayor, as this section of the Agenda is limited to fifteen minutes. The City Commission will not be able to take any official actions under Comments from the Public. Speakers will address the Mayor, Commissioners, and the Public with respect. Inappropriate language will not be tolerated.

6. **ADJOURNMENT**

Any person seeking to appeal any decision by the City Commission with respect to any matter considered at this meeting is advised that a record of proceedings is required in any such appeal and that such person may need to insure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office at (772) 467-3065 at least 48 hours prior to the meeting.

FP Commission & Housing Authority Joint Meeting-11am

Meeting Date: 08/29/2022

Re:

Information

SUBJECT:

Overview of Fort Pierce Housing Authority

Form Review

Form Started By: Jennifer Robinson
Final Approval Date: 08/19/2022

Started On: 08/19/2022 11:00 AM

FP Commission & Housing Authority Joint Meeting-11am

Meeting Date: 08/29/2022

Re:

Information

SUBJECT:

Strategic Plan Alignment

- Developing Working Relationships
 - Communications and Information Exchange
-

Attachments

2022 Strategic Plan - Housing Authority

Form Review

Form Started By: Jennifer Robinson

Started On: 08/19/2022 11:03 AM

Final Approval Date: 08/19/2022

GOAL 8: Housing Authority Strategy: Key Issues, Direction and City Actions

Key Issues

- ▶ Development Working Relations
- ▶ Goals
- ▶ Partnership
- ▶ Actions
- ▶ Re-Branding
- ▶ City Strategic Plan: Vision, 5-Year Plan and Action Agenda 2022
- ▶ Code Enforcement

Milestones	July 2022 Update
1. JOINT MEETING: Fort Pierce City Commission and Housing Authority Board	8/22 The joint meeting is scheduled for August 29, 2022.
Responsibility: City Manager	



FP Commission & Housing Authority Joint Meeting-11am

Meeting Date: 08/29/2022

Re:

Information

SUBJECT:

Condition of Housing Authority Facilities

Form Review

Form Started By: Jennifer Robinson
Final Approval Date: 08/19/2022

Started On: 08/19/2022 11:04 AM

FP Commission & Housing Authority Joint Meeting-11am

Meeting Date: 08/29/2022

Re:

Information

SUBJECT:

Review of Existing PILOT Agreement

Attachments

PILOT Agreement

Form Review

Form Started By: Jennifer Robinson

Started On: 08/19/2022 12:06 PM

Final Approval Date: 08/19/2022



Interoffice Memorandum
FROM THE OFFICE OF THE
CITY MANAGER

APR 23 2013

TO : Robert V. Schwerer, City Attorney
FROM: Anne Satterlee, Communications & Marketing Manager *AS*
RE : **Payment in Lieu of Taxes – Fort Pierce Housing Authority**
DATE : April 23, 2013
CC : Robert Bradshaw, City Manager; Gloria Johnson, Finance Director; Jon Ward, FPRA Director

At the April 15, 2013 quarterly Fort Pierce Redevelopment Agency Meeting, Commissioner Becht mentioned Payment in Lieu of Taxes regarding the Orange Avenue Apartments.

As noted in the attached minutes, this item will need to be addressed by the City Commission and I am providing you with the most recent copy of a Resolution and Cooperation Agreement (appears to be a standard HUD form) from the Housing Authority the City received for Payment in Lieu of Taxes in the past.

If you have questions, please let me know.

attachment

*CC: sent to
Bradshaw
Gloria*

Commissioner Becht asked will this be a mortgage that is actually prepared and recorded?

Mr. Ward said yes.

Commissioner Becht said real estate taxes, his recollection is the City gets some kind of stipend in lieu of real estate taxes from the Fort Pierce Housing Authority.

Ms. Gloria Johnson, Finance Director, said yes, they do. They get Payment in Lieu of Taxes.

Commissioner Becht asked any ballpark idea of what that is?

Ms. Johnson said annually they get around \$25,000.

Commissioner Becht said these two properties, he doesn't know what they are worth; but he knows the beauty of what they did here to bring them back. If these are worth \$500,000, what is contemplated by Staff - if anything - for that stipend in lieu of real estate taxes? Is that going to go up? Is that a City issue or an FPRA issue?

Mr. Ward said it is a City issue.

Ms. Johnson said the City's General Fund gets the Payment in Lieu of Taxes. There is a percentage formula that is used. She thinks it is about 10% of some value, she can't remember precisely.

Commissioner Becht asked since that is not an FPRA issue, when this agreement is brought before the City, should they address that issue in the agreement, or should they just leave it for Staff to negotiate at a later date?

City Attorney Schwerer said they have an existing agreement with the Housing Authority that anything they own, they pay according to a formula. They can get that master agreement to see if they need to make any changes to it specifically for this property, or whether or not that master agreement is subject to being changed.

Commissioner Becht said before the City approves this, he would like some feedback specific to that from Staff, how they recommend handling it.

EXTRACTS FROM THE MINUTES OF A REGULAR POSTPONED
MEETING OF THE CITY COMMISSION OF THE
CITY OF FORT PIERCE
STATE OF FLORIDA
HELD ON SEPTEMBER 8, 1981

The City Commission of the City of Fort Pierce, Florida, met in regular postponed session in the St. Lucie County Administration Building, Room 101, 2300 Virginia Avenue, in the City of Fort Pierce, Florida, at 7:30 P.M., on September 8, 1981.

The meeting was called to order by Mayor Pro-tem Leslie, and upon roll call, those present and excused were as follows:

Present: Mayor Pro-tem Leslie

Commissioner John D. Browning

Commissioner Havert L. Fenn

Commissioner Gloria Grimyser

Mayor Commissioner Buell L. Brown (Arrived Late)

Excused: None

City Clerk Lowry introduced the following Resolution by title only:

RESOLUTION NO. 81-64

RESOLUTION AUTHORIZING THE EXECUTION OF A
COOPERATION AGREEMENT
114 UNITS OF LOW-INCOME HOUSING

WHEREAS, The Housing Authority of the City of Fort Pierce, Florida, (herein called the "Local Authority") and The City of Fort Pierce, Florida, (herein called the "Municipality"), desire to enter into a Cooperation Agreement in connection with the development of 114 units of low-rent housing, formerly Section 23 Leased Housing Units, pursuant to the United States Housing Act of 1937, as amended.

NOW, THEREFORE, BE IT RESOLVED By the City Commission of the City of Fort Pierce, Florida, that the Local Authority and the Municipality enter into a Cooperation Agreement and the Mayor is hereby authorized to execute the same on behalf of the Municipality and the City Clerk to attest the same and affix thereto the seal of the Municipality, said Cooperation Agreement being in substantially the form attached hereto.

BE IT FURTHER RESOLVED that this Resolution shall become effective immediately upon its adoption.

ADOPTED this 8th day of September, 1981.


MAYOR COMMISSIONER

ATTEST:


CITY CLERK

(CITY SEAL)

STATE OF FLORIDA
ST. LUCIE COUNTY
CITY OF FORT PIERCE

THIS IS TO CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF
THE RECORDS ON FILE IN THIS OFFICE.


CITY CLERK

September 9, 1981

(CITY SEAL)

STATE OF FLORIDA
ST. LUCIE COUNTY
CITY OF FORT PIERCE

THIS IS TO CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF
THE RECORDS ON FILE IN THIS OFFICE.


CITY CLERK

APRIL 16, 1982

(CITY SEAL)

Page 1
December 1969

COOPERATION AGREEMENT

This Agreement entered into this 9th day of September, 1969, by and between The Housing Authority of the City of Ft. Pierce (herein called the "Local Authority") and City of Fort Pierce, Fla (herein called the "Municipality"), witnesseth:

In consideration of the mutual covenants hereinafter set forth, the parties hereto do agree as follows:

1. Whenever used in this Agreement:

(a) The term "Project" shall mean any low-rent housing hereafter developed or acquired by the Local Authority with financial assistance of the United States of America acting through the Secretary of Housing and Urban Development (herein called the "Government"); excluding, however, any low-rent housing project covered by any contract for loans and annual contributions entered into between the Local Authority and the Government, or its predecessor agencies, prior to the date of this Agreement.

(b) The term "Taxing Body" shall mean the State or any political subdivision or taxing unit thereof in which a Project is situated and which would have authority to assess or levy real or personal property taxes or to certify such taxes to a taxing body or public officer to be levied for its use and benefit with respect to a Project if it were not exempt from taxation.

(c) The term "Shelter Rent" shall mean the total of all charges to all tenants of a Project for dwelling rents and nondwelling rents (excluding all other income of such Project), less the cost to the Local Authority of all dwelling and nondwelling utilities.

(d) The term "Slum" shall mean any area where dwellings predominate which, by reason of dilapidation, overcrowding, faulty arrangement or design, lack of ventilation, light or sanitation facilities, or any combination of these factors, are detrimental to safety, health, or morals.

2. The Local Authority shall endeavor (a) to secure a contract or contracts with the Government for loans and annual contributions covering one or more Projects

comprising approximately 114 2/ units of low-rent housing and (b) to develop or acquire and administer such Project or Projects, each of which shall be located within the corporate limits of the Municipality. The obligations of the parties hereto shall apply to each such Project.

3. (a) Under the constitution and statutes of the State of Florida, 3/ all Projects are exempt from all real and personal property taxes and special assessments/ 4/ levied or imposed by any Taxing Body. With respect to any Project, so long as either (i) such Project is owned by a public body or governmental agency and is used for low-rent housing purposes, or (ii) any contract between the Local Authority and the Government for loans or annual contributions, or both, in connection with such Project remains in force and effect, or (iii) any bonds issued in connection with such Project or any monies due to the Government in connection with such Project remain unpaid, whichever period is the longest, the Municipality agrees that it will not levy or impose any real or personal property taxes or special assessments/ 4/ upon such Project or upon the Local Authority with respect thereto. During such period, the Local Authority shall make annual payments (herein called

December 1969

"Payments in Lieu of Taxes") in lieu of such taxes and special assessments and in payment for the Public services and facilities furnished from time to time without other cost or charge for or with respect to such Project.

(b) Each such annual Payment in Lieu of Taxes shall be made

after the end of the fiscal year established for such Project, and shall be in an amount equal to either (i) ten percent (10%) of the Shelter Rent actually collected but in no event to exceed ten percent (10%) of the Shelter Rent 8/ charged by the Local Authority in respect to such Project during such fiscal year 5a/

at the time when real property taxes on such Project would be paid if it were subject to taxation, and shall be in an amount equal to either (i) ten percent (10%) of the Shelter Rent actually collected but in no event to exceed ten percent (10%) of the Shelter Rent 8/ charged by the Local Authority in respect to such Project during the 12 months' period ending before such payment is made 5b/

or (ii) the amount permitted to be paid by applicable State law in effect on the date such payment is made, whichever amount is the lower 7

(c) The Municipality shall distribute the Payments in Lieu of Taxes among the Taxing Bodies in the proportion which the real property taxes which would have been paid to each Taxing Body for such year if the Project were not exempt from taxation bears to the total real property taxes which would have been paid to all of the Taxing Bodies for such year if the Project were not exempt from taxation; Provided, however, That no payment for any year shall be made to any Taxing Body in excess of the amount of the real property taxes which would have been paid to such Taxing Body for such year if the Project were not exempt from taxation 7 6a/

(c) No payment for any year shall be made to the Municipality in excess of the amount of the real property taxes which would have been paid to the Municipality for such year if the Project were not exempt from taxation 7 6b/

(d) Upon failure of the Local Authority to make any Payment in Lieu of Taxes, no lien against any Project or assets of the Local Authority shall attach, nor shall any interest or penalties accrue or attach on account thereof.

4. The Municipality agrees that, subsequent to the date of initiation (as defined in the United States Housing Act of 1937) of each Project and within five years after the completion thereof, or such further period as may be approved by the Government and in addition to the number of unsafe or insanitary dwelling units which the Municipality is obligated to eliminate as a part of the low-rent housing project(s) heretofore undertaken by the Local Authority and identified as

Project(s) No.(s) 7 7/ there has been or will be elimination, as certified by the Municipality, by demolition, condemnation, effective closing, or compulsory repair or improvement, of unsafe or insanitary dwelling units situated in the locality or metropolitan area in which such Project is located, substantially equal in number to the number of newly constructed dwelling units provided by such Project; Provided, That, where more than one family is living in an unsafe or insanitary dwelling unit, the elimination of such unit shall count as the elimination of units equal to the number of families accommodated therein; and Provided, further, That this paragraph 4 shall not apply in the case of (i) any Project developed on the site of a Slum cleared subsequent to July 15, 1949, and that the dwelling units eliminated by the clearance of the site of such Project shall not be counted as elimination for any other Project or any other low-rent housing project, or (ii) any Project located in a rural nonfarm or Indian area.

5. During the period commencing with the date of the acquisition of any part of the site or sites of any Project and continuing so long as either (i) such Project is owned by a public body or governmental agency and is used for low-rent housing purposes, or (ii) any contract between the Local Authority and the Government for loans or annual contributions, or both, in connection with such Project remains in force and effect, or (iii) any bonds issued in connection with such Project or any monies due to the Government in connection with such Project remain unpaid, whichever period is the longest, the Municipality without cost or charge to the Local Authority or the tenants of such Project (other than the Payments in Lieu of Taxes) shall:

December 1969

(a) Furnish or cause to be furnished to the Local Authority and the tenants of such Project public services and facilities of the same character and to the same extent as are furnished from time to time without cost or charge to other dwellings and inhabitants in the Municipality;

(b) Vacate such streets, roads, and alleys within the area of such Project as may be necessary in the development thereof, and convey without charge to the Local Authority such interest as the Municipality may have in such vacated areas; and, in so far as it is lawfully able to do so without cost or expense to the Local Authority or to the Municipality, cause to be removed from such vacated areas, in so far as it may be necessary, all public or private utility lines and equipment;

(c) In so far as the Municipality may lawfully do so, (i) grant such deviations from the building code of the Municipality as are reasonable and necessary to promote economy and efficiency in the development and administration of such Project, and at the same time safeguard health and safety, and (ii) make such changes in any zoning of the site and surrounding territory of such Project as are reasonable and necessary for the development and protection of such Project and the surrounding territory;

(d) Accept grants of easements necessary for the development of such Project; and

(e) Cooperate with the Local Authority by such other lawful action or ways as the Municipality and the Local Authority may find necessary in connection with the development and administration of such Project.

6. In respect to any Project the Municipality further agrees that within a reasonable time after receipt of a written request therefor from the Local Authority:

(a) It will accept the dedication of all interior streets, roads, alleys, and adjacent sidewalks within the area of such Project, together with all storm and sanitary sewer mains in such dedicated areas, after the Local Authority, at its own expense, has completed the grading, improvement, paving, and installation thereof in accordance with specifications acceptable to the Municipality;

(b) It will accept necessary dedications of land for, and will grade, improve, pave, and provide sidewalks for, all streets bounding such Project or necessary to provide adequate access thereto (in consideration whereof the Local Authority shall pay to the Municipality such amount as would be assessed against the Project site for such work if such site were privately owned); and

(c) It will provide, or cause to be provided, water mains, and storm and sanitary sewer mains, leading to such Project and serving the bounding streets thereof (in consideration whereof the Local Authority shall pay to the Municipality such amount as would be assessed against the Project site for such work if such site were privately owned).

7. If by reason of the Municipality's failure or refusal to furnish or cause to be furnished any public services or facilities which it has agreed hereunder to furnish or to cause to be furnished to the Local Authority or to the tenants of any Project, the Local Authority incurs any expense to obtain such services or facilities then the Local Authority may deduct the amount of such expense from any Payments in Lieu of Taxes due or to become due to the Municipality in respect to any Project or any other low-rent housing projects owned or operated by the Local Authority.

8. No Cooperation Agreement heretofore entered into between the Municipality and the Local Authority shall be construed to apply to any Project covered by this Agreement.

9. No member of the governing body of the Municipality or any other public official of the Municipality who exercises any responsibilities or functions with respect to any Project during his tenure or for one year thereafter shall have any interest, direct or indirect, in any Project or any property included or planned to be included in any project, or any contracts in connection with such Projects or property. If any such governing body member or such other public official of the Municipality involuntarily acquires or had acquired prior to the beginning of his tenure any such interest, he shall immediately disclose such interest to the Local Authority.

10. So long as any contract between the Local Authority and the Government for loans (including preliminary loans) or annual contributions, or both, in connection with any Project remains in force and effect, or so long as any bonds issued in connection with any Project or any monies due to the Government in connection with any Project remain unpaid, this Agreement shall not be abrogated, changed, or modified without the consent of the Government. The privileges and obligations of the Municipality hereunder shall remain in full force and effect with respect to each Project so long as the beneficial title to such Project is held by the Local Authority or by any other public body or governmental agency, including the Government, authorized by law to engage in the development or administration of low-rent housing projects. If at any time the beneficial title to, or possession of, any Project is held by such other public body or governmental agency, including the Government, the provisions hereof shall inure to the benefit of and may be enforced by, such other public body or governmental agency, including the Government.

IN WITNESS WHEREOF the Municipality and the Local Authority have respectively signed this Agreement and caused their seals to be affixed and attested as of the day and year first above written.

City of Fort Pierce, Fla.
(Corporate Name of Municipality)

(SEAL)

By Bill F. Brown
(Title)
Mayor Commissioner

Attest:

Irving S. Lowry
(Title)
City Clerk

The Housing Authority of the
City of Fort Pierce, Florida
(Corporate Name of Local Authority)

(SEAL)

By Herbert S. Seib
Chairman


Attest:

Harland J. Hummer
(Title)
Secretary

COOPERATION AGREEMENT
PAGE #5

STATE OF FLORIDA
ST. LUCIE COUNTY
CITY OF FORT PIERCE

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CITY CLERK

APRIL 16, 1982

(CITY SEAL)

Motion was made by Commissioner Browning that Resolution No. 81-64 be adopted, seconded by Commissioner Fenn, and upon roll call the "Ayes" and "Nays" were as follows:

AYES	NAYS
Commissioner Browning	None
Commissioner Fenn	
Commissioner Grimyser	
Commissioner Leslie	
Mayor Commissioner Brown	

The Mayor thereupon declared said motion carried and said Resolution adopted.

There being no further business to come before the meeting upon motion duly made and seconded, the meeting was adjourned.

STATE OF FLORIDA
ST. LUCIE COUNTY
CITY OF FORT PIERCE

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CITY CLERK

September 9, 1981

(CITY SEAL)

STATE OF FLORIDA
ST. LUCIE COUNTY
CITY OF FORT PIERCE

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CITY CLERK

April 16, 1982

(CITY SEAL)

FP Commission & Housing Authority Joint Meeting-11am

Meeting Date: 08/29/2022

Re:

Information

SUBJECT:

Impact of inflationary rent increase on Housing Authority programs

Form Review

Form Started By: Jennifer Robinson
Final Approval Date: 08/19/2022

Started On: 08/19/2022 11:06 AM