



Global Redevelopment Proposal: Lincoln Park & Peacock Arts District

Prepared by Chad Ingram for The City of Fort Pierce Economic Development Department



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*“Homes and the ground beneath them, to plant fruit trees;
To be able to tell the children, ‘These are yours.’”*

GARRISON FRAZIER, 1865

One Person’s Story

Shelia Davis, a resilient veteran of the war on terror and a Lincoln Park resident, faced an uphill challenge to achieving home ownership. She is a single mother of two young children and works as a retail manager. The safety and wellbeing of her son and daughter are Shelia’s top priority.

Shelia diligently tended to her credit score and saved for a down payment by braiding her neighbors’ hair at the kitchen table. Although restricted by the neighborhood’s zoning regulations, Shelia’s little shop was a hub for community interaction. As she worked on clients and saved her money, she envisioned a place to call her own amidst rising rents for the aging homes in her neighborhood. She managed to save \$12k all while sacrificing her family’s comfort to keep current on her bills.

Shelia was pre-approved for a home loan; however, she was continually outbid by non-resident investors when she tried to purchase a surplus property from the city or on the open market. The competitive real estate environment and the city’s demonstrated preference for building large homes that sell for \$300k and up made it increasingly difficult for her to secure a property, despite her persistence.

With a monthly rent of \$1,500 consuming nearly 47% of her \$32,000 annual income, Shelia’s dream of homeownership remained elusive. Life’s simple challenges—a blown tire, a dead car battery, one or both of her children having the flu—chipped away at her hard-earned nest egg, and the negative effects of recent global economics and inflation cycles cast a shadow on her cash position and creditworthiness.

Despite these hurdles, Shelia was undeterred. She joined fellow residents and community advocates in lobbying the City of Fort Pierce to invest in the people of the Lincoln Park and Peacock Arts districts. It was very difficult getting the city employees, who were aware of the need for more housing, to understand the neighborhoods’ needs and how the city’s historic zoning code suppresses new growth. It took 2.5 additional years of work negotiating and policy hashing, but eventually, she was able purchase a small 4-bedroom home, with a granny suite (ADU) she would use to expand and professionalize her hair braiding business. Shelia is now enrolled in the small business ownership course at the I.N.C. Center around the corner from her new home and sees no limits to what she can achieve.

Shelia’s monthly expenses underwent a positive shift. The \$1,000 mortgage, \$500 less than her previous rent, gave her increased financial flexibility. Even after deducting other essential expenses, such as a car note, car insurance, utilities, and food, Shelia found herself with a surplus that gave her a more stable and sustainable financial life.

Lincoln Park and other communities in Fort Pierce are home to many “Shelias”, each one with a story and a struggle to buy a home. We can help our residents achieve their dreams of home ownership and give them a vibrant and thriving community--one home, one family, at a time.

Executive Summary

This document discusses the need for affordable housing and offers a proposed solution that benefits not just homeowners but all residents of Fort Pierce.

More than 90% of the population believes that home ownership is an important part of achieving the American dream. Home ownership is a source of security, pride, and stability. It improves neighborhoods and solidifies communities. Sadly, that dream is elusive for almost a third of the population.

Those who wish to enter the housing market must be fiercely determined—and patient. Rising rents, inflation (which still impacts food prices and mortgage rates), professional investors (who compete for affordable housing that will be turned into rental properties), and local zoning restrictions all make it difficult or impossible for first-time buyers.

Properties exist in the Lincoln Park and Peacock Arts districts that can be turned into affordable homes for first-time buyers. By building smaller homes as part of mixed-use neighborhoods, we can create vibrant, culture-rich communities that foster strong social bonds, encourage business ownership, and instill pride of ownership.

Moreover, new homes that are affordable now (e.g., \$125K) will remain affordable over the course of 10+ years, contrasted with home prices that begin at \$300K—which is the minimum starting price for a new home in a subdivision in Fort Pierce. These homes begin, and stay, out of reach for first-time buyers who are at or below 140% of the AMI.

Seven parcels of land have been identified. Each property has one or more sponsors and would be completed over the next two - three years. More than 25 individuals and organizations have been identified as collaborators, which demonstrates a deep commitment and strong base of support for this initiative.

This proposal includes a letter of intent that outlines how we would partner with the City of Fort Pierce to move forward. It is not a binding contract; rather, it provides a starting point and framework that can be formalized into a more detailed agreement.

The final section of this proposal includes the Florida statute that provides legal standing for our request and lists previous development projects for which the City of Fort Pierce provided funding assistance.

Introduction

Entry-level houses are a cornerstone of any city's economic and social landscape. Affordable, sustainable, and innovative housing contributes to a more inclusive and dynamic urban environment. Cities that prioritize the development of entry-level housing are likely to see positive impacts on economic growth over longer periods, community engagement, and the overall well-being of their residents.

Investing in affordable housing development has ripple effects throughout the city's economy, creating good-paying jobs, increasing the financial well-being of households, and generating revenue for the state.

Fort Pierce's current redevelopment strategy for the Lincoln Park and Peacock Arts districts lacks adaptability and sustainability. Recent property redevelopment decisions not only reflect a belief in perpetual prosperity; they unveil a series of choices that, whether intentional or not, have contributed to an alarming rise in rents within both districts. This upward trend in rental costs threatens housing affordability for existing residents, posing a significant challenge to the well-being of the community.

A new report from the Joint Center for Housing Studies of Harvard University found that in 2022, as rents spiked during the COVID-19 pandemic, a record half of U.S. renters paid more than 30% of their income for rent and utilities. Nearly half of *those* people paid more than 50% of their income. Those rents have not come down.

The approach of planning and constructing large, expensive homes in these districts' vacant infill, akin to new subdivisions, risks causing more harm than good to local families. It is imperative to recognize that the current *modus operandi* is fragile, resistant to adaptation, and exerts a repressive impact on the residents. Consequently, a thoughtful reconsideration of the development strategy is not just advisable but *vital* to safeguard the interests of the current voters and ensure long-term community prosperity.

In the world before now, we embraced a model of incremental growth, where small homes were steadily added onto over time to cater to the evolving needs of residents and the community. This organic development often featured what is now termed *mixed-use*, combining residential spaces with secondary uses such as small cafes and retail stores. This approach not only fostered a sense of community but also enhanced the livability, walkability and vibrancy of neighborhoods.

An incremental growth model, characterized by affordable, multidimensional development, holds significant advantages, particularly in redeveloping under-resourced neighborhoods like ours. Unlike subdivision-style home redevelopment, which risks displacing current residents, this approach allows for the addition of new homes and amenities without causing community upheaval.

By incorporating affordable small homes and mixed-use spaces, neighborhoods can experience revitalization while preserving the cultural and social fabric that defines them. This method promotes inclusivity, as it caters to a diverse range of residents, fostering a sense of belonging among different socioeconomic groups.

Furthermore, the integration of secondary uses like cafes and retail stores not only meets the daily needs of residents but also stimulates local economic activity. It encourages entrepreneurship, job creation, and a vibrant street life, ultimately contributing to the overall well-being and sustainability of the neighborhood.

In essence, adopting a model of incremental, affordable, and multi-socioeconomic development aligns with the organic growth patterns of successful communities in the past. It offers a holistic approach to neighborhood redevelopment, striking a balance between meeting contemporary housing demands, preserving community identity, and promoting economic vitality without displacing current residents.

Project Description

This proposal includes seven parcels of land, up to 3.48 acres, of both residential and commercial units. Projects will be developed within the city's Workforce and Affordable Housing guidelines. Qualifying units will be included in the Workforce Housing Program.

Property Information

Sponsors	Location	Description
<p>Tunnel to Towers Homeless Veteran Program</p> <p>Because We Love Lincoln Park, Inc.</p>	<p>Location: 110 N 10TH ST</p> <p>&</p> <p>Avenue B</p> <p>Parcel: 2410-604-0169-000-1</p> <p>&</p> <p>Parcel: 2410-604-0141-000-9</p>	<p>0.79 & 2.02 acres</p> <p><i>Owner will match this request with the dedication of 0.30 acres - 1308 Ave I, to the same ArtFarm enterprise.</i></p>
<p>tykes and teens, inc.</p> <p>Project Lift</p>	<p><i>Ashe Place</i></p> <p>701 N 14th Street & TBD</p> <p>Parcel: 2404-814-0013-000-9</p> <p>Parcel: 2404-814-0012-000-2</p>	<p>0.27 acres</p> <p>Proof of concept for nonconforming lot utilization</p> <p>Multi-generational concept</p> <p>100% affordable units for residents @ 140% Fort Pierce AMI</p> <p><i>Owner will match this request with the inclusion of 0.17 acres at 801 Ave B to the same Ashe enterprise</i></p>
<p>Marine Cleanup Initiative, Inc.</p> <p>Because We Love Lincoln Park, Inc.</p>	<p><i>Kay Oshun - House Oshun</i></p> <p>426 N 11th Street</p> <p>Parcel: 2409-501-0173-000-2</p> <p>OR</p> <p>415 N 9th Street</p> <p>Parcel: 2410-601-0034-000-7</p>	<p>0.11-0.12 acres</p> <p>In partnership with the Saint Lucie County Coastal Resource Manager - Jim Oppenborn</p> <p>In partnership with Saint Lucie County UF/IFAS Sea Grant Officer - Vincent Encomio</p> <p>Residential stormwater runoff mitigation demonstration site and mini orchard</p> <p>Eco tourist long-term market rate rentals</p> <p>Affordable units for residents @ 140% Fort Pierce AMI with homeownership training</p>
<p>Project Lift</p> <p>Because We Love Lincoln Park, Inc</p>	<p><i>Le Palais Sans Soucis - The Palace of No Worries</i></p> <p>1241 Avenue D</p> <p>Parcel: 2409-501-0282-000-9</p> <p>&</p> <p>Fresh Produce Market</p> <p>504 N 10TH ST</p> <p>Parcel: 2410-601-0071-000-8</p>	<p>0.21 & .07 acres</p> <p>Retail units</p> <p>Condos</p> <p>Affordable units for fosters leaving care with homeownership training</p>



Ideal site plan 801 Ave B, Fort Pierce

10-year Projection of Value and Impacts on Long-term Affordability

As you can see in the following two examples, the initial selling price of a property has a significant impact on that property’s long-term affordability.

Assuming 4.5% annual housing inflation and a timeframe of 10 years, it is easy to see that properties that are initially more expensive become ever-increasingly out of reach for Fort Pierce residents who are at or below 140% the AMI. These numbers do not take into account mortgage interest rates, which can create a substantial reduction in a property’s affordability for lower-income would-be buyers.

Present Value	X	Rate	Timeframe	=	Future Value
300,000	X	4.5%/yr	10 years	=	≈\$463,233.90
125,000	X	4.5%/yr	10 years	=	≈\$193,014.13

Neighborhood & Community Partners

The following individuals and organizations are collaborators in this initiative and support the effort to expand housing in Fort Pierce in a way that meets the needs of all its citizens and creates a vibrant, thriving community.

- [Betty Bradwell, Community Leader](#)
- Henry Duhart, Community Leader
- Derek Hankersen, Congressman Brian Mast Office
- INC. Incubate Neighborhood Center
- The City of Fort Pierce
- Fort Pierce Redevelopment Agency
- [Chasity Harry, Esq](#) Community Leader
- Fort Pierce Community Redevelopment Agency Advisory Committee
- [Treasure Coast Builders Association](#)
- [Daniel Collins, Containing Luxury](#)
- Chad Ingram, [Bcause We Love Lincoln Park](#)
- Christa Stone, [MCI - Marine Cleanup Initiative](#)
- Jim Oppenborn, [St Lucie Co. Coastal Resources Manager](#)

- Anthony Olivieri, [Capital Partners Real Estate](#)
- [901 Hub](#)
- City of Fort Pierce Economic Development Department
- City of Fort Pierce Grants Admin.
- Carol Roberts, [UF/IFAS Saint Lucie County Extension Office](#)
- Richie Colletti, [Leak Busters](#)
- Colletti Funny Farm
- Larry Neese, [Neese Roofing](#)
- Shannon Wood, [Rebuild Florida, IRSC](#)
- Sean Kyle, [Project Lift](#)
- Greg Welling, Local Farmer
- Linda Gallagher, [tykes and teens](#)
- Jack McCulley, [McCulley Marine](#)
- Vincent Encomio, [Martin County UF/IFAS Sea Grant Officer](#)
- Gregory Jones Jr., [Treasure Coast Barbers United Inc](#)

Financial Information

We estimate the redevelopment budget will be up to approximately \$500k per site over time. Because We Love Lincoln Park has built and sustained relationships with a wide array of investors who are committed to investing in opportunities that have the potential to bring about positive change through high quality community redevelopment. We will secure the capital required to improve the land to meet code and ensure the finished space is welcoming and inviting to all members of the community. Ongoing operational costs will be sustained through sales revenue, and local, state, and federal funding, including grants and ongoing strategic partnerships.

The City Commission has approved a number of grants and programs specifically designated for residents at or below 140% AMI. Examples include:

- The Fort Pierce Redevelopment Agency Incentive program
- Paint Our Town
- The Paint Program
- The Peacock Arts District Mural Program
- Expedited site plan review and fast-track permitting
- The FPRA Impact Fee Moratorium
- The Public Service Awards (PSA)
- SHIP funds
- Small business grants
- The Commercial Façade Grant
- The FPRA Commercial Sign Grant

The city will also rescind any planning fees associated with the projects listed in the City of Fort Pierce municode. We propose using the grant funds for some site soft cost, to train residents for entry-level green industry jobs, construct affordable housing, build a “makers’ space, stock sub-tropical fruit orchards, install large art murals, make exterior improvements, beautification, signage, and on-site parking. In appreciation of the grant funds we would be willing to include among the Development Conditions the requirement to allow public access to and use of designated amenities on the property as a public service and community safe space during posted hours.

Relevant Prior Project Experience

120 S.E. Martin Luther King Jr. Blvd

901 Hub and our partners have spent the last few years convincing the local leaders to develop what is now a thriving Stuart Arts District, in the immediate surrounding area.



2 Lots in Downtown Stuart. Lot 1 currently vacant; Lot 2 is in the planning and permitting phase preparing for construction of a 26 unit hotel for Love and Hope In Action - a Stuart based nonprofit.

Letter of Intent

We are pleased to submit this non-binding Letter of Intent ("LOI") on behalf of Because We Love Lincoln Park, Inc., Lincoln Park Young Professionals, Inc., tykes and teens, inc., Marine Cleanup Initiative, Inc., and other to-be-determined local nonprofits (the Developer") to the City of Fort Pierce or the Fort Pierce Redevelopment Agency (the "Seller") for the purchase and development of the five parcels of vacant land:

Purchase and Development Agreement

1. Developer understands and appreciates the Seller's goal of developing and revitalizing the properties into residential and commercial enterprises. In view of these goals (and as consideration for the Seller's sale of the Property), Developer is willing to accept title to the Property subject to binding of-record covenants, restrictions, limitations and conditions relating to Developer's redevelopment of the Property, including its development of semi-public space on the Property, and the public's right to use the space (collectively, the "Development Conditions"). The specifics of the Development Conditions will be negotiated and further set forth in the Development Agreement, but at a minimum will include the expected date of completion and set forth the construction schedule.
2. Following the full execution of this LOI, Developer and Seller shall work together in good faith to prepare and finalize a purchase and development agreement ("Development Agreement" or "PADA"), setting forth the terms and conditions applicable to the purchase and development of the Property.
3. The Fort Pierce City Commission will provide expedited no-fee development services for these projects that include but are not limited to site plan review; PUR, PU, and PUD applications; public hearings; and public notice fees.
4. Considering the cost of improvements and as an incentive to begin development of the Property as soon as possible, the Developer agrees to a purchase price of One Dollar (\$1.00) per parcel. Should the property be sold or otherwise transferred to a non-501(c)3 entity, the FPRA and/or the City of Fort Pierce shall be entitled to a one-time payment of 50% of the land value (at time of transaction) sans improvements as documented by the Saint Lucie County Tax Collector.
5. Seller shall convey the Property to Developer via quit claim deed. Seller acknowledges that Developer intends to obtain a quiet title and agrees to furnish such affidavits as the Developer may reasonably require.
6. Upon full execution of the PADA, the Developer shall have a 10-day period ("Due Diligence Period") to conduct its due diligence on the Property. Seller shall cooperate with Developer in Developer's performance of its due diligence relating to the Property. To that end, Seller shall, upon the Developer's reasonable request, furnish the Developer with copies of any due-diligence documents or other materials to the extent the same are in Seller's possession or control. The Developer and its agents shall have reasonable access to the Property for the purpose of conducting its due diligence, including without limitation, in matters relating to survey, title, zoning, environmental and property conditions, etc.
7. The PADA shall contain the customary prorations with respect to any applicable items customarily prorated between the parties in transactions of this type and size in the county where the Property is located. All prorations shall be adjusted between Developer and Seller at closing.
8. The closing will occur on the date that is fifteen (15) days after the expiration or earlier waiver of the Due Diligence Period, or upon such other date upon which Seller and Developer may agree. Closing shall occur via Developer's title company.

9. Each party shall be responsible for its own attorney fees and expenses for the sale and transfer of the Property. Any other closing costs shall be allocated in accordance with market customs in the State of Florida.

Exclusivity

Seller agrees that once this LOI is signed by both parties, Seller will not, directly or indirectly, whether by officer, director, member, agent, or otherwise, take any action to solicit, initiate, seek, support, or encourage any inquiry, proposal or offer from, provide any nonpublic information to, or participate in any discussions or negotiations with any third party for the purpose of leasing, selling, or exchanging the Property or any interest therein.

Confidentiality

The parties agree that the terms of this LOI are, and shall remain, confidential and shall not be disclosed, directly or indirectly, by them for any reason at any time; provided, however, that each party may disclose, in confidence, on a need-to-know basis, the terms of this LOI to its attorneys, accountants, financial institutions, directors, officers, employees, insurers, other applicable service providers and/or consultants, and, to the extent required by law, any applicable governmental authority.

Conditions, Restrictions, and Timeline

Applications for Approvals and Building Permits

1. Grantee shall file quiet title actions with the applicable jurisdiction within 15 calendar days of the conveyance of the quit claim deed. Grantee shall use all best efforts and due diligence in submitting all proper documentation for any and all filings (120 days).
2. Developer's obligation to close on the purchase of the Property and, thereafter, to satisfy the Development Conditions, shall be contingent upon Developer's determining, during the due diligence period, that the Property is suitable for Developer's contemplated use.
3. Grantee shall apply for any and all required approvals, building permits, and all other permits, in the manner consistent with the applicable jurisdiction, within 15 days of the conveyance of quieted title to the real property to Grantee. Grantee shall use all best efforts and due diligence in submitting all proper documentation for any and all required approvals, building permits, and all other permits.

Commencement of Construction

Grantee shall commence construction within 30 calendar days of receiving the required approvals and building permits.

Certificate of Occupancy

Grantee shall obtain a Certificate of Occupancy within one (1) year of the issuance of required approvals and building permits.

Timeline

The projected timeline for the five projects is two years.

Material Breach and Termination

Failure of the Grantee to comply with any term of this Agreement and/or failure to meet any development timeline, shall be considered a material breach of this Agreement. The FPRA may terminate this Agreement, at any time in its sole discretion, without notice, if Grantee materially breaches any provision of this Agreement.

Reverter

In the event of termination of this Agreement due to a material breach, as determined by the FPRA in its sole discretion, the Seller reserves the right to compel the assignment or sale of the property to a new arms-length buyer of its choosing. The Purchase Price and any costs of permanent improvement of the Real Property is forfeited to the FPRA, no refund of the Purchase Price or any costs of permanent improvement will be granted to Grantee. The Grantee shall be responsible for any associated costs and damages incurred by the Seller in connection with such forced sale. The Grantor, its successors, and its assigns, shall have the right to reenter the Real Property and, upon exercise of such re-entry, all right, title and interest of Grantee in the Real Property shall cease and revert immediately to Grantor, its successors and assigns.

Assignment, Sale, and Transfer

1. The Grantee may list the Real Property for sale.
2. The Grantee must notify the FPRA of such listing within 10 calendar days of such listing.
3. If Grantee is to assign this Agreement, whether through the sale of the Real Property or otherwise, the Grantee must notify the FPRA no less than 30 calendar days prior to the transfer of title to the Real Property.
4. **Should the property be sold or otherwise transferred to a non 501(c)3 entity, the FPRA and or the City of Fort Pierce shall be entitled to a one-time payment of 50% of the land value (at time of transaction) sans improvements as documented by the Saint Lucie County Tax Collector.**
5. The Grantee must notify a future purchaser or owner of the Real Property of this Agreement at least thirty (30) calendar days prior to the sale or transfer of title to the Real Property.

Such notification must be done by the Grantee providing the future purchaser or owner of the Real Property with a true and accurate copy of this Agreement in its entirety.

Excessive Profit Limitation

An Excessive Profit Limitation Clause (the "Clause") is incorporated into the agreement ("Agreement") entered into between the Seller and the Grantee pertaining to the sale of a partial or finished construction project built on formerly surplus property.

1. For the purposes of the Clause, "Excessive Profit" shall be deemed to exist when the Grantee realizes a profit margin exceeding 120% of the total project cost, as mutually agreed upon by both parties.
2. The Seller reserves the right to monitor and assess the Grantee's financial gains derived from the sale of the construction project.
3. If the Seller determines, at its sole discretion, that the Grantee has realized an excessive profit, the Seller may take corrective actions to limit said excess. Actions include:
 - Lower the price
 - Capture 50% of the excess profit and use it to increase the Public Service Awards (PSA) Fund
 - Allow the transaction to continue as is

It is expressly understood by the parties that this LOI shall serve only as an outline of the general terms and conditions under which the parties would consider entering into an agreement for the sale of the Property. This LOI is not a contract, and neither of the parties intends that the preliminary understandings contained herein represent the final agreement. The preliminary understandings expressed in this LOI are subject to, and conditioned upon, the negotiation and execution of a PADA. This LOI is an agreement to negotiate in good faith and each party is free to withdraw from the negotiations of the agreement described herein prior to the execution of such definitive and final agreement without liability or obligation to the other party, even if the other party has incurred expenses or taken any actions in reliance on the preliminary agreements expressed herein.

Notwithstanding anything herein to the contrary, the parties hereby agree that the exclusivity and confidentiality clauses of this LOI shall be binding on Developer and Seller.

Please respond to Chad Ingram, Director of Operations, regarding this LOI at FortPierceChad@gmail.com no later than fifteen (15) days after the date of this letter.

Respectfully,

Chad Ingram, Director of Operations

Because We Love Lincoln Park, Inc.

February 05th, 2024

ACCEPTED BY SELLER: FORT PIERCE REDEVELOPMENT AGENCY

Signature: _____

Print Name: _____

Title: _____

Date: _____

Legal Standing for Request

The 2023 Florida Statutes - Title XVIII - PUBLIC LANDS AND PROPERTY

Chapter 274.05

TANGIBLE PERSONAL PROPERTY OWNED BY LOCAL GOVERNMENTS

“the governmental unit may offer surplus property...to private nonprofit agencies as defined in s. 273.01(3) by sale or donation.”

Definition

Chapter 273.01 (3) “Private nonprofit agency” means a nonprofit charitable organization, no part of the net earnings of which inures or may lawfully inure to the benefit of any private shareholder or individual, which has been held to be tax-exempt under the provisions of s. 501 of the Internal Revenue Code of 1954, and which has as its principal mission:

- (a) Public health and welfare;
- (b) Education;
- (c) Environmental restoration and conservation;
- (d) Civil and human rights; or
- (e) The relief of human suffering and poverty.

City Precedents

The City of Fort Pierce offers several funding assistance programs to support redevelopment projects, commercial property improvements and residential infill development throughout the FPRA District. Moores Creek Phase I

- King’s Landing Development
- Lindsey School of the Arts
- Moores Creek Phase II
- INC. Incubate Neighborhood Center
- The ACCEL Charter School Project