



Via E-mail

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Re: Civil Rights Obligations of the City of St. Petersburg for the Historic Gas Plant District Redevelopment & Objections to proposed Ordinances 585-H, 584-H, and 793-Z

Dear City Attorney Kovilaritch:

We write on behalf of our client, Faith in Florida, regarding the City of St. Petersburg's (the "City") "Historic Gas Plant District Redevelopment" proposal. With this letter, and as detailed below, we are notifying the City that it has federal civil rights obligations in connection with this land deal and redevelopment project not to discriminate on the basis of race or color. As you know, the City is a governmental entity subject to federal civil rights obligations arising under Title VI of the Civil Rights Act of 1964; the federal Fair Housing Act; the Equal Protection Clause of the Fourteenth Amendment to the U.S. Constitution; and Sections 1981 and 1982 of the Civil Rights Act of 1866, 42 U.S.C. §§ 1981 and 1982.

The City is thus continuously obligated to undertake an analysis at every step of the proposed project to ensure that its intended actions do not discriminate on the basis of race or color in advance of its final decision to sell and redevelop the Gas Plant land. Not only is there overwhelming community opposition to the City's proposed terms for the sale of this property for the proposed redevelopment, but also our analysis, based on the facts currently available to the public, indicate that the proposed redevelopment plan likely violates the City's federal civil rights obligations. Specifically, the City's intended actions under Title VI and the federal Fair Housing Act, as discussed in more detail below, culminate a continuing violation of race discrimination related to the Gas Plant district and perpetuates patterns of racial residential segregation.

At the outset, we note that the delays in providing final details around this land deal to the public contribute to a lack of transparency and prejudice the community's ability to meaningfully review, understand, and raise objections to the proposed terms. One day after the upcoming Committee of the Whole meeting to discuss the Stadium Related Agreements on June 12, the City has scheduled a vote on the first reading of Ordinance 585-H (adopting amendments to the Intown Redevelopment Plan); the first reading and public hearing of Ordinance 584-H (approving the development agreement); and the first reading and public hearing of Ordinance 793-Z (amending the zoning map). If the City Council approves all these ordinances on first reading on June 13,

then they will be scheduled for a second and final public hearing on July 11, 2024. These are not minor agreements, and in fact they deal with significant aspects of the proposed deal. We urge the City to reconsider this rushed and chaotic timeline for this decision of great public importance in light of these concerns and potential legal liabilities. We provide more detail about our objections to these proposed ordinances below.

1. The City’s ongoing discriminatory actions result in Faith in Florida’s diversion of its resources and the frustration of its mission.

The mission of Faith in Florida (“FIF”) is to build a powerful, multicultural, nonpartisan network of congregations and community organizations in Florida to address systemic racial and economic issues that cause poverty for families. FIF values the racial, ethnic, religious, and regional diversity that has shaped American society, and believes that religion brings us together, rather than divides us: our country’s varied faith traditions call on FIF’s members to act towards a better quality of life in our communities and nation. In contrast to many organizations that provide charity services to meet community needs, FIF prioritizes developing leaders in working-class neighborhoods to have a voice and find solutions within their own communities. In over 30 counties, FIF organizers are committed to more than just the organization’s statewide priorities, but also the struggles of their particular municipality. Under this organizing theory, the antidote to racial inequities and poverty becomes the empowerment of the people who are most impacted. These leaders are then equipped for public leadership and social justice advocacy around gun violence intervention, housing reform, immigration reform, mass incarceration and criminal justice accountability, voter empowerment, youth issues, and more.

FIF has been pursuing tenant protections, non-market housing constructions, and other issues of affordable housing in St. Petersburg for years prior to the current plans for redevelopment of the Gas Plant district. As its membership weighed in, the nonprofit diverted its resources from their traditional work to organize a campaign called “St. Pete is Not for Sale.” Just after blossoming concerns around the historic race discrimination and displacement of Black residents of the Gas Plant district, the City then committed to enormous public subsidies against the documented wishes of the impacted community, all while residents struggle in a harsh affordable housing crisis.

The Gas Plant district was a vibrant community of predominantly Black residents, businesses, and civic institutions that provided homes, jobs, and business ownership opportunities, safe green spaces, places of worship, and cemeteries. Fleeing much harsher conditions, this Black community served as a haven for family life in St. Pete. As one community leader who grew up visiting family at the site often reminds the community, this is all any resident can ask for: connection and familiarity. The displacement of these residents in the 1970s and 1980s foreshadowed a chilling reenactment today, as the Gas Plant Redevelopment plans for 2024 promises (based on local research on Black income levels and Black labor) to continue such displacement.

FIF believes the new development must be focused on former residents, descendants, and the residents of South St. Petersburg in reverence of the history of this community. This looks like substantive and material economic resources directed toward these residents and a bold prioritization of public interest in accompaniment of any public wealth spent. FIF reminds the City of the leverage it holds by remaining in control of the land it took from residents through eminent

domain, and asserts that it resist land sale to the private sector and commit to democratic processes to determine the Gas Plant district’s present and future. Steps should be taken, furthermore, to ensure public control in perpetuity, including the development of the land by the City itself as exemplified in some of our most beloved City assets, such as the Pier, Jamestown Apartments, the Marina, and more.

Some of FIF’s efforts to organize residents around its “St. Pete is Not for Sale” campaign include:

- A petition challenging City spending and outlining FIF’s demands around land use, affordable housing, Black equity, fair wages, green space, and green practices;
- Public demonstration, rallies, community meetings, and church visits;
- Thousands of conversations with residents and stakeholders around city spending and housing concerns;
- Conversations with City Council and the Mayor’s administration;
- Participating in the Community Benefits Agreements process in February 2024, moving the Community Benefits Advisory Council to rule in favor of accountability with developers, shortened wait times for affordable housing units, protection of community funds, and more;
- Consistent press appearances and public pressure over the past year, becoming a leading voice of opposition to the project; and
- Encouraging varied civic engagement (public comment, letters and calls to elected/appointed representatives, and postcard comments addressed to the St. Petersburg City Council) outside of FIF through training congregations, coalitions, and other advocacy groups.

2. The City of St. Petersburg has civil rights obligations that it cannot ignore.

As a government entity, the City’s discretion to sell land to redevelop the Gas Plant district is constrained by its federal civil rights obligations. Our analysis in this letter focuses on two of those obligations—Title VI of the Civil Rights Act of 1964¹ and the federal Fair Housing Act²—but we note that there are other related federal civil rights obligations that are relevant here and must also be considered by the City in its analysis. These other civil rights obligations independently arise under the Fourteenth Amendment of the U.S. Constitution (equal protection under the law) and Sections 1981 (racial equality in contracts, lawsuits, and proceedings) and 1982 (racial equality in property rights) of the Civil Rights Act of 1866, 42 U.S.C. §§ 1981 and 1982.

¹ 42 U.S.C. § 2000d *et seq.*

² 42 U.S.C. §§ 3601 *et seq.*

These civil rights obligations have different duties, scopes, applicability, and remedies. By way of illustration, differences arise in the applicability of these federal duties to the government or private parties (or both) and the remedial purposes of the various civil rights obligations. For this reason, an analysis of each of these independent civil rights obligations at every step is required.

First, the City must examine how the applicability of these duties to state and private actors differs. For example, only discriminatory state actions, such as those taken by a city, are within the scope of the Equal Protection Clause.³ And only federally funded programs or activities are subjected to the prohibitions against race discrimination under Title VI.⁴ However, the federal Fair Housing Act and Sections 1981 and 1982 of the Civil Rights Act of 1866 apply to private actors, in addition to the government.⁵ The scope of the application of these statutes to private actors, and the relevance, if any, to the proposed redevelopment project at issue here, is outside the scope of this letter and not addressed in our legal analysis.

Second, the various statutory and constitutional duties not to discriminate on the basis of race differ in their remedial purposes. Title VI and the federal Fair Housing Act are described in more detail below. But both the Thirteenth and Fourteenth Amendments to the U.S. Constitution are also relevant in analyzing the constellation of federal civil rights non-discrimination obligations. In addition to equal protection rights guaranteed by the Fourteenth Amendment of the U.S. Constitution, Sections 1981⁶ and 1982⁷ of the Civil Rights Act of 1866 were adopted pursuant to authority granted to Congress by the Thirteenth Amendment of the U.S. Constitution, which authorizes the passage of “all laws necessary and proper for abolishing all badges and incidents of slavery in the United States.”⁸ The contract rights enumerated in Section 1981 and the property rights enumerated in Section 1982 are among the “incidents of slavery” Congress sought to

³ *Shelley v. Kraemer*, 334 U.S. 1, 10 (1948) (equal protection clause protects people from discriminatory state action that violates civil rights such as “the rights to acquire, enjoy, own, and dispose of property.”)

⁴ 42 U.S.C. §§ 2000d & 2000d-4a (“program or activity” and “program” defined).

⁵ *See generally* 42 U.S.C. §§ 3601 *et seq.*; *The Civil Rights Cases*, 109 U.S. 3, 23 (1883) (Civil Rights Act of 1866, arising under the Thirteenth Amendment, applies to actions by individuals, whether sanctioned by state legislation or not).

⁶ Section 1981 provides: “All persons within the jurisdiction of the United States shall have the same right in every State and Territory to make and enforce contracts, to sue, be parties, give evidence, and to the full and equal benefit of all laws and proceedings for the security of persons and property as is enjoyed by white citizens, and shall be subject to like punishment, pains, penalties, taxes, licenses, and exactions of every kind, and to no other.” *See generally Gen. Bldg. Contractors Ass’n, Inc. v. Pennsylvania*, 458 U.S. 375, 383-86 (1982).

⁷ Section 1982 provides: “All citizens of the United States shall have the same right, in every State and Territory, as is enjoyed by white citizens thereof to inherit, purchase, lease, sell, hold, and convey real and personal property.” Section 1982 is independent from the protections arising under the federal Fair Housing Act. *See generally Jones v. Alfred H. Mayer Co.*, 392 U.S. 409, 413-17 (1968).

⁸ *Id.* at 439.

eliminate with the passage of the Thirteenth Amendment, thereby also securing “those fundamental rights which are the essence of civil freedom.”⁹

This is not an exhaustive list of the various duties and obligations of the City that may arise under state or federal law in relation to this redevelopment project and land deal, but it is instead meant to illustrate the need to undertake a robust and comprehensive civil rights analysis. We provide more detail below about our analysis under two of these obligations—Title VI and the federal Fair Housing Act—that we believe demonstrate serious concerns about the legality of the City’s intended course of action. Under both statutes, the City is obligated to ensure that its actions do not adversely impact protected groups or discriminate against them. The City must therefore do a meaningful analysis of its intended actions, including an analysis of the adverse impact these actions will have on Black residents of the City, in advance of its final decision to sell the land.

a. Title VI of the Civil Rights Act of 1964 prohibits the City from discriminating on the basis of race or color.

As a recipient of federal funding, the City has federal civil rights obligations under Title VI in connection with this decision to sell land to a private developer for the Gas Plant district redevelopment. Title VI prohibits programs or activities that receive federal financial assistance from intentionally or knowingly discriminating against individuals based on their race, color, or national origin.¹⁰ Recipients of federal funding, including but not limited to municipalities like the City,¹¹ may not administer their programs or services in a way that has the “effect of subjecting individuals to discrimination because of their race, color, or national origin.”¹²

b. The Fair Housing Act prohibits the City from discriminating in the administration of its housing programs and requires it to affirmatively further fair housing.

The City of St. Petersburg has a duty to not discriminate in the administration of its housing programs. This duty includes ensuring that the sale and redevelopment plan will not perpetuate segregation on the basis of race in violation of 42 U.S.C. § 3604; make housing unavailable on the basis of race in violation of 42 U.S.C. § 3604(a); discriminate in the terms, conditions, privileges, or services and facilities in violation of 42 U.S.C. § 3604(b); or discriminate in the terms or conditions of a residential real estate-related transaction in violation of 42 U.S.C. § 3605. The City’s duties under the Fair Housing Act include the duty to not have an adverse disparate impact on the basis of race or color, in addition to the duty to refrain from disparate treatment.¹³

⁹ See generally *The Civil Rights Cases*, 109 U.S. 3, 22 (1883).

¹⁰ 42 U.S.C. §§ 2000d, 2000d-4a.

¹¹ 42 U.S.C. § 2000d-4a(1); see e.g., 24 C.F.R. part 1 (HUD Title VI implementing regulations).

¹² 28 C.F.R. § 42.104(b).

¹³ *Texas Dep’t of Hous. & Cmty. Affs. v. Inclusive Communities Project, Inc.*, 576 U.S. 519 (2015) (disparate-impact claims cognizable under federal Fair Housing Act); see also 24 C.F.R. § 100.500 (discriminatory effect prohibited).

The Fair Housing Act also obligates the City to affirmatively further fair housing.¹⁴ This is more than the duty not to discriminate, and requires the City to fulfill “the goal of open, integrated residential housing patterns” “as much as possible,” and to “prevent the increase of segregation.”¹⁵ Urban renewal and redevelopment projects that result in the widespread displacement and removal of Black and Brown people have been found to violate the duty to affirmatively further fair housing.¹⁶

3. The City’s redevelopment proposal is the culmination of a decades-long effort to “deconcentrat[e]” minorities and to change the cultural, racial, and economic composition of the Gas Plant district.

The City’s redevelopment proposal is the culmination of a decades-long effort to change the cultural, racial, and economic composition of the Gas Plant district. The City is profiting off a system of segregation and discrimination that it actively participated in to create the historical and current conditions of unequal access to land, power, and housing on the basis of race and color that is at the core of this current dispute over the future sale and redevelopment of this property. Dating back to the 1970s, the City used federal funding to displace and erase an entire community of Black people in the Gas Plant district through a “slum clearance” program to redevelop areas of urban blight.¹⁷ This program of urban renewal is widely understood to have operated in a discriminatory manner in cities and towns across the country, resulting in mass displacement that disproportionately impacted communities of color and perpetuated segregation.¹⁸

The City used funding from this federal program, along with expanded eminent domain powers, to systematically procure land, displace the district’s Black residents, and demolish homes, businesses, and churches. Instead of the economic redevelopment to make way for affordable housing that the City was obligated to provide, including a right of return for residents and business owners, the City pursued construction of a stadium and parking spaces that would eventually host the Tampa Bay Rays. By continuing with the redevelopment plan as currently proposed, the City is deliberately choosing a course of action that continues this past discrimination and culminates in discriminatory decisions around the redevelopment that fully ensure that the displacement of

¹⁴ See 42 U.S.C. § 3608(d), (e)(5).

¹⁵ *Otero v. New York City Hous. Auth.*, 484 F.2d 1122, 1134 (2d Cir. 1973).

¹⁶ See, e.g., *Garrett v. City of Hamtramck*, 503 F.2d 1236, 1247 (6th Cir. 1974) (City’s federally funded urban renewal and housing programs that resulted in a disproportionate number of Black individuals being displaced by the renewal activities of the City violated, *inter alia*, 42 U.S.C. § 2000d (Title VI) and 42 U.S.C. § 3608(d)(5) (duty to affirmatively further fair housing)).

¹⁷ The federal legislative history of urban renewal and the establishment of federal funding for “slum clearance” dates back to the Housing Act of 1949. In the Housing and Community Development Act of 1974, the federal government consolidated and terminated prior grant programs, including urban renewal, into the Community Development Block Grants.

¹⁸ A project “Renewing Inequality” maps displacements through urban renewal from 1950-1966 (the years during which the federal government collected and published numbers) and demonstrates how those projects had a much bigger effect upon communities of color. Digital Scholarship Lab, *Renewing Inequality*, American Panorama, ed. Robert K. Nelson and Edward L. Ayers, <https://dsl.richmond.edu/panorama/renewal/#view=0/0/1&viz=cartogram>.

Black residents from the Gas Plant district is permanent and further retrenches racial residential segregation and discrimination.

a. The City acquired the Gas Plant property through its participation in a system of racial residential segregation and discrimination.

The City Council's 1978 decision to declare the Gas Plant district a blighted area and the resulting displacement of Gas Plant residents to acquire land to build a stadium is part of a historic pattern of race discrimination and segregation in historically Black neighborhoods throughout the City. The City acquired parcels of land in the Gas Plant district through use of its eminent domain powers and now seeks to sell this land after decades of de jure and de facto racial residential segregation and discrimination that it actively created.

The Gas Plant's origin story begins before the City of St. Petersburg even existed. Beginning in 1890, Black Americans migrated to the St. Petersburg area to complete the Orange Belt Railway. They settled the area then called Cooper's Quarters, which eventually became known as the Gas Plant due to the two massive city-owned gas storage cylinders that loomed over the neighborhood.¹⁹ St. Petersburg was not incorporated as a town until 1892 and did not become incorporated as a city until 1903.²⁰ Other neighborhoods settled by Black people in what would collectively be known as the Gas Plant district included Pepper Town (1888), Methodist Town (1894), Deuces (1920s), Jordan Park (1939), Bartlett Park (late 1920s-1930s), and Childs Park (1920s-1940s).²¹ The Gas Plant neighborhood was part of the fabric of Black communities formed and settled in and around St. Petersburg after Emancipation.

The dates of the establishment of these neighborhoods charts the growth of St. Petersburg's Black population. In 1921, Black workers from Georgia and Alabama were recruited to St. Petersburg to provide their labor during the building boom of the time.²² The Black population tripled from 2,444 in 1920 to 7,416 in 1930.²³ This influx of Black people to the City likely spurred the beginnings of city-sanctioned racial segregation.

In the 1920s, Black residents were barred from using St. Petersburg's city parks, beaches, and green benches.²⁴ Through restrictive covenants and private agreements, most subdivisions excluded Black and Jewish people.²⁵ It is also worth noting that this period marked the rise of the Ku Klux Klan and other white supremacist organizations that influenced the City's civic life, including politics, culture, and commerce.²⁶

¹⁹ See Ruthmae Sears, et al., *Examination of Historical and Modern-Day Impact of Structural Racism on the Lives of Black People in the City of St. Petersburg, Florida*, 46-47 (2021).

²⁰ *Id.* at 45.

²¹ *Id.* at 97-98.

²² *Id.* at 47.

²³ *Id.* at 47.

²⁴ *Id.* at 52.

²⁵ *Id.* at 52, 91.

²⁶ *Id.* at 72-76.

From 1930 to 1940, the Black population again swelled, increasing by 60.4%.²⁷ Whereas Black communities had previously lived together out of convenience and safety, this population boom and the Great Depression led to racial segregation becoming codified in law and policy and more strictly enforced.²⁸ In 1931, St. Petersburg adopted a new city charter “to establish and set apart in said city separate residential limits or districts for White and negro residents.”²⁹

Pressure to shore up the City’s tourism industry during the Great Depression and rising racial tensions due to the growth of the City’s Black population led to one of several significant, officially sanctioned displacements of some of St. Petersburg’s Black residents.³⁰ Using a compilation of the Home Owner’s Loan Corporation (“HOLC”)³¹ security maps, St. Petersburg undertook the “Proposed Negro Segregation Project” in an effort to “clean up” downtown St. Petersburg and make it more enticing to [white] tourists.³² The HOLC’s so-called security maps led to disinvestment in Black communities, including the systematic denial of insurance to residents of certain neighborhoods and the curtailment of development and homebuyer capital to redlined areas for decades to come.³³

In 1936, the St. Petersburg City Council approved by a vote of 4-1 a resolution dictating that the City’s Black residents be restricted to living in a 17-block area.³⁴ The “Proposed Negro Segregation Project” required the relocation of Black residents of the Gas Plant neighborhood, as well as Methodist Town and Pepper Town, because they were deemed too close to downtown.³⁵ This early displacement resulted in the property devaluation of Black communities since they were seen as being hazardous and bad for business.³⁶ It also set the agenda for the City’s ultimate project proposal for the Gas Plant neighborhood beginning in the 1970s, which led to the forced

²⁷ *Id.* at 47.

²⁸ *See* Sears, *supra*, at 47; *see also* Vatelot, *supra*, at 21.

²⁹ Sears, *supra*, at 54.

³⁰ *Id.* at 93.

³¹ In 1934, a federal agency called the Home Owner’s Loan Corporation (“HOLC”) was created by the Home Owners’ Loan Act, which was passed by Congress in 1933 as part of the New Deal. HOLC was tasked with bailing out homeowners who were underwater on their mortgages and their lenders by refinancing mortgages at more favorable rates. The HOLC drafted security maps as part of its city surveys to assess lending risks. The HOLC administrator decided that Black neighborhoods should be “redlined” as hazardous for lending. *See* Robert K. Nelson et al., *Mapping Inequality: Redlining in New Deal America*: St. Petersburg, Florida Digital Scholarship Lab, <https://dsl.richmond.edu/panorama/redlining/map/FL/StPetersburg/areas#loc=12/27.7761/-82.6765>

³² Vatelot, *supra*, at 21-22; *see also* Robert K. Nelson et al., *Mapping Inequality: Redlining in New Deal America*: St. Petersburg, Florida Digital Scholarship Lab, <https://dsl.richmond.edu/panorama/redlining/map/FL/StPetersburg/areas#loc=12/27.7761/-82.6765>

³³ Sears, *supra*, at 92.

³⁴ *Id.* at 92-93.

³⁵ Vatelot, *supra*, 21-22; *see also* Sears, *supra*, at 93 (“A visible Black populace was seen as bad for business.”).

³⁶ Sears, *supra*, at 93.

displacement of Black Gas Plant neighborhood residents to create a new gateway image for the City's downtown area, as described in more detail below.

Subsequent to this displacement, conditions in Black neighborhoods deteriorated but the City did nothing or, worse, thwarted efforts to ameliorate the conditions. During the 1950s, two different St. Petersburg mayors appointed urban renewal committees that produced reports on slum conditions in Black neighborhoods but failed to provide recommendations to remediate the situation.³⁷ The influence of landlords and tax policies further aggravated the City's failure to address the poor housing conditions.³⁸ For example, in 1949, white owners of Black-occupied rental properties pressured the City to vote against federal financing for 475 public housing units, even though almost half of the units would go to white residents.³⁹ In 1955, when an upscale development was proposed in response to a study by the Interracial Advisory Council to address congestion in Black communities, the St. Petersburg City Council voted it down.⁴⁰

The 1970s marked another significant, officially sanctioned displacement of St. Petersburg's Black residents. In 1970, construction on I-275 cut "through the heart of the Black community," razing homes, businesses, churches, and historic properties.⁴¹ The next 50 years of I-275's construction uprooted families in the Gas Plant neighborhood, as well as in the Methodist Town and 22nd street neighborhoods.⁴² In the late 1970s, construction on I-175 began, effectively cleaving the Gas Plant neighborhood from the rest of the City's Black communities.⁴³

In 1978, the City Council declared the Gas Plant neighborhood a redevelopment area with Council Resolution 78-738.⁴⁴ In 1979, the City Council approved a redevelopment plan for the Gas Plant neighborhood to create 680 jobs in the commercial sector paying \$20 million in wages (in 2021 dollars) and construction jobs over the next seven years to rehabilitate and build homes for more than 1,000 people.⁴⁵ However, the City never completely fulfilled these obligations.

Instead, in the 1980s, the City decided to seize land in the Gas Plant and relocate its Black residents to build the baseball stadium, as described in more detail below.⁴⁶ This would mark the "seventh mass displacement, over a dozen years, that relocated 2,100 Black families, businesses, and institutions from their homes in the city's segregation-era Black neighborhoods."⁴⁷

³⁷ Sears, *supra*, at 102.

³⁸ *Id.*

³⁹ Sears, *supra*, at 99.

⁴⁰ *Id.*

⁴¹ Sears, *supra*, at 106.

⁴² *Id.*

⁴³ Vatelot, *supra*, at 26.

⁴⁴ See St. Petersburg City Council Resolution No. 78-738; see also Vatelot, *supra*, at 24.

⁴⁵ Sears, *supra*, at 105.

⁴⁶ *Id.*

⁴⁷ *Id.*

b. Promising affordable housing and a right to return, the City displaced predominantly Black and low-income residents and demolished the Gas Plant district to build a sports stadium complex as the “new and vibrant” “gateway” to the City.

HUD’s Community Development Block Grant (“CDBG”) funding was established in 1974 for use by state and local governments to undertake community development activities, such as housing and neighborhood revitalization for the benefit of low- and moderate-income residents or to address blight. The City of St. Petersburg received approximately \$9.5 million in federal CDBG funding from HUD, intended to improve the lives of people living in poverty, but instead used it to displace the predominantly Black and low-income community from the Gas Plant district, despite initial plans to develop affordable housing and provide the right of return for these displaced residents. The swift metamorphosis of the City’s redevelopment plan for the Gas Plant neighborhood from a primarily residential-based plan in 1978 to plans to construct a major sports stadium, which was soon adopted into a revised plan by 1983,⁴⁸ demonstrates the City’s intent to use these funds to displace the area’s Black residents and to destroy the community that thrived in the Gas Plant area.

i. The City’s initial redevelopment plans promised residents affordable housing and a right to return to the Gas Plant neighborhood.

The City published notice of public meetings in April 1978 to receive citizen input on the use of CDBG funds for its redevelopment plans for the Gas Plant area. By September 1978, the City declared the Gas Plant neighborhood an area of slum and blight and used some of the CDBG funds to create a Redevelopment Plan for the neighborhood (the “1978/1979 Redevelopment Plan”).⁴⁹

The Plan promised industry and new housing but would displace more than 800 Black and low-income residents, including 45 homeowners, and 27 small businesses. At the time, it was vocally opposed by the NAACP, several churches, a group of ministers, and many residents of the area, who expressed concern that the Plan was designed without sufficient feedback from the impacted community and that it would be difficult for residents to relocate.⁵⁰

Among the 1978/1979 Redevelopment Plan’s primary objectives were to raze existing structures and work with developers “to upgrade the living conditions of residents in the area” and “to insure the continuing viability of the area by requiring and encouraging property owners to

⁴⁸ 2018 Intown Redevelopment Plan at 11 (“Initially envisioned to support industrial park and residential development, the Gas Plant Redevelopment Plan, which included plans to construct a multipurpose stadium on the site, was incorporated into the Intown Redevelopment Plan in 1983 (Ord. No. 669-F). Land acquisition and construction took the remainder of the decade, with the new domed stadium officially opened to the public on March 3, 1990.”)

⁴⁹ See *Public Hearing*, TAMPA BAY TIMES March 27, 1978, and *Public Meeting* April 2, 1978; see also St. Peterburg City Council Resolution No. 78-738.

⁵⁰ Theresa White, *Black groups criticize plans for Gas Plant area*, TAMPA BAY TIMES, Apr. 19, 1979; Theresa White, *Public hearing set on plan to redevelop Gas Plant area*, TAMPA BAY TIMES, Apr. 20, 1979.

maintain their properties in conformance with prevailing codes.”⁵¹ Despite residents’ calls to remediate some existing houses, the City decided to “clear out entire city blocks.”⁵² Approximately 11.58 net acres would be available for multi-family residential development, along with additional acreage for industrial and other uses.⁵³ Several parcels were slated for medium to high density residential development to fulfill the Plan’s objective of accommodating the needs of a variety of occupants, including families and the elderly.⁵⁴ The Plan emphasized that residential development should be “in areas best suited for redevelopment of the soundest and most aesthetically pleasing neighborhoods” and “provide a variety of housing types, for example, one-, two-, three- and four-bedroom garden apartments, townhouses, and other types.”⁵⁵ It also proposed to construct low- and moderate-income houses for the benefit of “minority groups.”⁵⁶

At the time the 1978/1979 Redevelopment Plan was issued, there were 475 residential units in the area, 39% were single-family and 50% were multifamily.⁵⁷ Forty-five (11%) of the residential units were owner-occupied and 349 (89%) were tenant-occupied, while 81 (17%) residential units were vacant.⁵⁸ Eighty-one percent of the structures were in a deteriorated or dilapidated condition.⁵⁹ The main redevelopment area had a total population of 800 people, 100% of whom were “minorit[ies].”⁶⁰ Of those 800 people, 53% were female.⁶¹ Sixty-nine percent of all households reporting income made less than \$3,999 annually, and 81% of households that provided income information were very low-income households; 12% were lower-income; and 7% were middle/upper income families, according to the existing HUD Section 8 lower and very low-income limits.⁶²

Despite the condition of the houses, the Gas Plant neighborhood was a thriving Black community and center of Black enterprise “where almost everyone [knew] everyone else.”⁶³ Many residents had lived in the Gas Plant neighborhood for their entire lives or at least for extended periods of time—some more than 40 years, with an average length of occupancy of 12 years—

⁵¹ 1978/1979 Redevelopment Plan at 8; *see also* James Harper and Theresa White, *Redevelopment of Gas Plant gets go-ahead*, TAMPA BAY TIMES, Sept. 21, 1979.

⁵² *Id.*

⁵³ 1978/1979 Redevelopment Plan at 17.

⁵⁴ *Id.* at 90.

⁵⁵ *Id.* at 63.

⁵⁶ *Id.* at 132.

⁵⁷ *Id.* at 40.

⁵⁸ *Id.* at 40.

⁵⁹ *Id.* at 40.

⁶⁰ *Id.* at 33.

⁶¹ An additional 342 people lived in Graham Park Towers, a high-rise congregate facility for senior citizens that was considered a subdistrict of the area. Of those people, 75% were “non-minorit[ies]” and 25% were “minorit[ies],” 67% were female, and 64% of heads of households were over 75 years old. *See* 1978/1979 Redevelopment Plan at 34.

⁶² 1978/1979 Redevelopment Plan at 37. Graham Park Towers was slotted to remain standing. *See id.* at 61.

⁶³ Theresa White, *Residents of Gas Plant area fear redevelopment plan*, TAMPA BAY TIMES, Apr. 29, 1979.

working to acquire property.⁶⁴ There were 27 businesses in the area, including grocery stores, beauty salons, barber shops, bars, game rooms, and repair and equipment shops. One small business owner had lived in the area for 45 years and operated a discount food store for 22 years.⁶⁵ There were also four churches in the area and five public buildings, including a library extension, a small recreation center and three City offices.⁶⁶ The Gas Plant neighborhood also held historical significance as the site of Davis Elementary School, the first school for Black children; the James Weldon Johnson Library, the first Black library; and the Harlem Theatre, the first Black theater in St. Petersburg.⁶⁷

The City estimated that the total Redevelopment project cost, including acquisition, demolition, relocation, and site and infrastructure improvement, would be “\$9.6 million, the bulk of which is expected to be derived from the City’s Community Development Block Grant entitlement.”⁶⁸ The project was presented to members of the public, who overwhelmingly at 82% responded in favor of using CDBG funds to clear the deteriorated buildings in the redevelopment area.⁶⁹ The City further estimated that, if approved by the City Council, it would take until November 1981 “to complete the out-of-phase acquisition, relocation and demolition activities” and that the proposed residential development (Phase 1 of the Plan) would be completed by July 1983.⁷⁰ All of these proposed activities were to be funded by the federal CDBG program.⁷¹

The City passed resolution No. 81-465, dated June 30, 1981, giving the City Council the power to conduct redevelopment activities and to act as a Redevelopment Agency. The City by resolution No. 81-1401 declared the Gas Plant area a slum or blighted area (the “Redevelopment Area”). The City also passed an ordinance granting the Community Redevelopment Agency the power of eminent domain.⁷²

Homeowners were told that they could voluntarily sell at the City’s assessed value or their properties would be condemned.⁷³ Renters found that their landlords stopped making repairs upon learning that the City would be tearing down the properties.⁷⁴

⁶⁴ 1978/1979 Redevelopment Plan at 40; *see also* Theresa White, *Residents of Gas Plant area fear redevelopment plan*, TAMPA BAY TIMES, Apr. 29, 1979.

⁶⁵ Theresa White, *Black groups criticize plans for Gas Plant area*, TAMPA BAY TIMES Apr. 19, 1979.

⁶⁶ 1978/1979 Redevelopment Plan at 40.

⁶⁷ *Id.* at 57.

⁶⁸ *Id.* at 19.

⁶⁹ *Id.* at 21.

⁷⁰ *Id.* at 119–20.

⁷¹ *See* Exhibit 31, 1978/1979 Redevelopment Plan at 120, 125.

⁷² St. Petersburg City Ordinance No. 605-F, October 12, 1982.

⁷³ *See, e.g.*, Theresa White, *Gas Plant residents fear appraisals won’t reflect fair market value of their homes*, TAMPA BAY TIMES, May 3, 1979.

⁷⁴ Vanessa Williams, *Relocations slowed Gas Plant renewal plans*, TAMPA BAY TIMES, Jul. 1, 1982.

Though the City may have contemplated that some residents would be permanently displaced to “encourage the deconcentration of minorities through the Relocation Process,”⁷⁵ it induced most Black homeowners to sell their properties and renters to voluntarily relocate so that improvements could be made to their residential housing by guaranteeing that “displaced Gas Plant residents will be granted first priority to relocate in the proposed Gas Plant residential project contingent upon the mutual agreement of the City and the proposed development.”⁷⁶ Thus, by all accounts, the City’s initial bargain to residents of the Gas Plant neighborhood was to improve and shore up the viability of their existing community through the promise of using federal CDBG funds to improve affordable housing for their direct benefit and use. This promise was significant in light of HUD’s threat in 1980 to withhold CDBG funding from the City for its “failure to provide much needed assisted housing” for the poor and elderly, including in three other locations throughout St. Petersburg that same year.⁷⁷

ii. The City used eminent domain to acquire the Gas Plant district land and displace Gas Plant residents, churches, and businesses.

The City used its eminent domain powers to systematically offer landowners in the Gas Plant district compensation for their land, and if they refused, to initiate court proceedings to force the transfer of ownership to the City from private owners.⁷⁸ After the City displaced people from their land, it then demolished residences, businesses and churches to allow the construction of the stadium, parking, and other related construction.⁷⁹ In some cases, the City’s decision to construct a stadium complex was the stated purpose behind the decision to initiate eminent domain

⁷⁵ 1978/1979 Redevelopment Plan at 132.

⁷⁶ 1978/1979 Redevelopment Plan at 144.

⁷⁷ Milo Geyelin, *HUD threatens city with loss of block grants*, TAMPA BAY TIMES, July 19, 1980; *Last chance for federal grants*, TAMPA BAY TIMES, July 24, 1980.

⁷⁸ *See, e.g.*, St. Petersburg City Council Resolution 82-78 (Jan. 21, 1982) (authorizing City to initiate condemnation proceedings to condemn certain parcels of lands that the City was unable to acquire “for public purposes...in order to effectuate the Community Redevelopment Project for the ‘Gas Plant Area’”); *see also, e.g.*, Correspondence from St. Petersburg’s Property Acquisition Manager William S. Verzi to A.M. (Feb. 4, 1983) (In response to previous attempts to contact A.M. about offers to purchase his land, Mr. Verzi writes, “Your property is urgently needed by the City of St. Petersburg to complete the acquisition of property within Gas Plant Redevelopment Area...If we do not hear from you within five (5) working days, we will assume that you have rejected this offer, and we will initiated legal proceedings in an effort to carry out the goals and objectives of this project.”) (sample of typical correspondence in City’s real estate public records)

⁷⁹ By 1984, the City was knowingly undertaking condemnation proceedings for the purpose of securing land for stadium parking. *See, e.g.*, \$85,000,000 Pinellas Sports Authority (Florida), Excise Tax Secured Revenue Bonds, Series 1984 (Dec. 31, 1984), Appendix A, at A-1 (“Three percent of the land upon which the parking will be located, is presently under condemnation proceedings by the City and are expected to be successfully concluded prior to the commencement of construction.”)

proceedings to take land in the Gas Plant district.⁸⁰ After a study of other alternative sites within the county, this downtown location was chosen in the early 1980s by the Pinellas Sports Authority to construct a stadium “partly because the City is making the land available for nominal lease payments as compared with other sites located seven or eight miles north of the City which were much more costly.”⁸¹ This was made possible by a series of changes in federal and state law, which the City used to accomplish this plan.

Florida historically protected private property rights from eminent domain under its state constitution, noting in 1947 that this power is “one of the most harsh proceedings known to the law.”⁸² In 1954, the Florida Supreme Court rejected the use of eminent domain for the purpose of economic redevelopment to purportedly address blight.⁸³ When faced with a redevelopment proposal that would take “blighted” land being used for housing by Black residents, to offer the land for sale or lease for private and commercial industrial purposes, the Florida Supreme Court swiftly rejected the constitutionality of such a plan because it was a taking of private property for private use.⁸⁴ The Court noted it had only approved prior eminent domain efforts “where the real estate was to be acquired and the slums demolished for the purpose of *erecting low cost houses on the acquired land in order to take care of the people displaced by reason of the slum clearance and others in the low income tax brackets.*”⁸⁵ The Court rejected the argument that private enterprises, even though they may indirectly benefit the public by generating employment or producing commodities, are public uses that justify the use of eminent domain:

The proposal in this case is that six and one-half acres of land owned by private individuals be acquired in fee simple by a public body with public funds and after buildings thereon which they alleged to be worth nothing are torn down-to redevelop the area into a gigantic real estate promotion scheme. It is not simply for one business but it is for many businesses. One part of the property is to be developed and sold for retail commercial establishments, another for wholesale commercial establishments, another for warehousing and storage, and another for industries and small manufacturing plants.

In other words, in order to tear down, remove, or cause to be demolished some dilapidated buildings in a blighted area, the fee simple title to the land in the area

⁸⁰ For example, at a City Council meeting on November 17, 1983, the City voted to authorize the development of a bond issue to finance the construction of the stadium. At the same meeting, the City held a hearing to approve condemnation of a parcel of land for the Intown Redevelopment Plan. City Council Minutes, 11/17/1983.

⁸¹ \$85,000,000 Pinellas Sports Authority (Florida), Excise Tax Secured Revenue Bonds, Series 1984 (Dec. 31, 1984), Appendix A, at A-1.

⁸² *Peavy-Wilson Lumber Co. v. Brevard Cnty.*, 31 So. 2d 483, 485 (Fla. 1947).

⁸³ *See Adams v. Hous. Auth. of City of Daytona Beach*, 60 So. 2d 663 (Fla. 1952), *overruled by Baycol, Inc. v. Downtown Dev. Auth. of City of Fort Lauderdale*, 315 So. 2d 451 (Fla. 1975).

⁸⁴ *Id.* at 669-70.

⁸⁵ *Id.* at 665 (emphasis in original).

must be acquired in order to promote commercial and industrial enterprises and in order to go into competition with free enterprise.⁸⁶

However, two years later, in 1954, the U.S. Supreme Court approved the use of eminent domain for “slum” clearance.⁸⁷ This decision, along with federal and state legislative changes, paved the way for urban renewal and redevelopment projects across the U.S. to use eminent domain for “slum clearance,” including this one. Justice Thomas later observed that *Berman’s* expansion of the government’s eminent domain powers for urban renewal disproportionately harmed communities of color:

In the 1950’s, no doubt emboldened in part by the expansive understanding of “public use” this Court adopted in *Berman*, cities “rushed to draw plans” for downtown development . . . Urban renewal projects have long been associated with the displacement of blacks; “[i]n cities across the country, urban renewal came to be known as ‘Negro removal.’”⁸⁸

Indeed, Florida followed *Berman’s* lead in 1959, in a case involving an urban renewal program in Tampa.⁸⁹ Distinguishing *Adams*, the Court held that the use of eminent domain for the primary purpose of slum clearance and prevention of recurrence, as opposed to merely addressing blight, was appropriate even if there were also incidental benefits to a private developer.⁹⁰ These decisions cleared the way for Florida to enact the Community Redevelopment Act of 1969, authorizing the creation of Community Redevelopment Areas (CRAs) and powers of eminent domain to address blight or slum conditions. The City used these powers to acquire the land in the Gas Plant district that it now seeks to sell—decades later—under an amended redevelopment plan that, like the Court in *Adams* observed about the Daytona Beach plan, ultimately displaced Black residents primarily for the private benefit of commercial enterprise.

Justice Thomas’s observation about *Berman’s* disproportionate adverse impacts on the basis of race came in his dissent to *Kelo*, a 2005 U.S. Supreme Court decision holding that seizure of property for economic development met the public use requirement of the Fifth Amendment.⁹¹ This case provoked swift constitutional and statutory changes to Florida’s eminent domain laws in 2006 to address the backlash to what was widely viewed as an extraordinary expansion of the state’s powers. House Bill 1567, adopted in 2006, prohibited the use of eminent domain to address nuisance, blight, or slum conditions.⁹² Nearly 70% of Florida voters approved a 2006 constitutional amendment prohibiting transfer of land acquired by eminent domain after January 2, 2007, to a natural person or private entity, except as provided by general law requiring a three-

⁸⁶ *Id.* at 670.

⁸⁷ *Berman v. Parker*, 348 U.S. 26 (1954) (seizing “blighted” land for purposes of urban redevelopment served a public purpose as required by the takings clause of the Fifth Amendment of the U.S. Constitution).

⁸⁸ *Kelo v. City of New London, Conn.*, 545 U.S. 469, 522 (2005) (dissenting, J. Thomas) (internal citations omitted).

⁸⁹ *Grubstein v. Urb. Renewal Agency of City of Tampa*, 115 So. 2d 745 (Fla. 1959).

⁹⁰ *Id.* at 751.

⁹¹ *Kelo*, 545 U.S. 469.

⁹² *See, e.g.*, Fla. Stat. § 73.014.

fifths majority in both legislative houses.⁹³ It is important to note that Florida legislators and voters have gone to great lengths to prevent the kind of abuses of eminent domain power seen here. Under current Florida law, what the City has done in the Gas Plant district is an extraordinary abuse of power that would not be lawful today. Eminent domain powers cannot today be used to seize the land for “slum clearance,” and there are other procedural safeguards in place designed to prevent the transfer of land for private uses.

iii. By 1982, having already acquired the land through the use of eminent domain, the City’s redevelopment plan abruptly shifted from providing affordable housing to long-term displacement of Black residents to build a stadium complex.

By late 1981, city council members continued to ignore HUD’s demands for the City to address the affordable housing shortage and began to renege on their promises of building affordable housing in the Gas Plant redevelopment area, arguing over how to “spread[] the burden (of public housing in white neighborhoods).”⁹⁴ The City had already begun exercising eminent domain to oust and relocate residents, and the City decided to accelerate the demolition of Gas Plant area homes at this time.⁹⁵ On November 17, 1981, the City passed resolution No. 81-794, approving the Intown Design and Development for Downtown St. Petersburg. By March 18, 1982, the City approved a Redevelopment Plan by ordinance 557-F. At this time—when construction, upgrades, and improvements on the residential units promised to Gas Plant area residents should have been well underway according to the City’s public timeline⁹⁶—the City had completely changed its proposal, representing the redevelopment of the Gas Plant neighborhood as part of larger redevelopment of the downtown area and no longer focusing on residential rehabilitation and viability. In place of residential development, a new multi-purpose sports stadium complex, complete with ample parking and landscaped buffering, was to provide a “an important visual gateway,” “a new and vibrant image,” and a “positive visual image and landmark identity” to the downtown area.⁹⁷ This new identity was intended to replace the Gas Plant neighborhood’s previous image of “sagging houses, in the midst of towering gas tanks and blue-collar workers,” where Black people would sit on their “rundown porches.”⁹⁸

⁹³ Art. X, § 6(c), Fla. Const.; see *Florida Amendment 8: Transfer of Property Taken Through Eminent Domain Amendment*, [https://ballotpedia.org/Florida_Amendment_8,_Transfer_of_Property_Taken_Through_Eminent_Domain_Amendment_\(2006\)](https://ballotpedia.org/Florida_Amendment_8,_Transfer_of_Property_Taken_Through_Eminent_Domain_Amendment_(2006))

⁹⁴ “Housing,” TAMPA BAY TIMES, Nov. 20, 1981.

⁹⁵ James Harper, *City decides to speed up demolition of older homes in gas plant area*, TAMPA BAY TIMES, Apr. 17, 1981; see also Vanessa Williams, *Relocations slowed Gas Plant renewal plans*, TAMPA BAY TIMES, Jul. 1, 1982 (noting that the City began moving residents out in 1980).

⁹⁶ See Exhibit 31, 1978/1979 Redevelopment Plan at 120.

⁹⁷ 2005/2007 Appendix F, Gas Plant Redevelopment Plan at 1, 5, 9; see also Michele Mecke, Council agrees to pay half cost of study Tampa Bay Times, Mar. 5, 1982; Michele Mecke, “Gas Plant backed for stadium despite objections,” TAMPA BAY TIMES, May 14, 1982.

⁹⁸ Theresa White, *Residents of Gas Plant area fear redevelopment plan*, TAMPA BAY TIMES, Apr. 29, 1979.

Of all the residential promises made to Gas Plant area residents, only Parcel 49, the majority-white Graham Park Apartments, was to remain in its existing multi-family residential use.⁹⁹ All the other residents of the Gas Plant neighborhood, most of whom were Black and low-income, and many of whom were female or elderly, were relocated.¹⁰⁰ The site preparation and improvement activities for the City's new plan was to be carried out in part through CDBG funding¹⁰¹ as well as the HUD Section 108 Loan Guarantee Program, which permits CDBG recipients to leverage their grants to access flexible financing for housing projects.¹⁰²

According to its revised plan, the City relocated Black Gas Plant residents, ignoring its obligation to provide a first priority to return, and instead built the Florida Suncoast Dome in 1989 (later renamed Tropicana Field). Despite the clear markers of an existing Black community and a thriving center of Black enterprise, and despite the public's overwhelming enthusiasm for material housing improvements for residents of the Gas Plant neighborhood, the City took its agenda of "deconcentrat[ing] . . . minorities through the Relocation Process"¹⁰³ even further by completely destroying the Gas Plant neighborhood, which it deemed unworthy of being the "gateway" to the City's downtown.¹⁰⁴ As consolation, the City offered homeowners a meager relocation benefit of \$15,000 above the value of their properties.¹⁰⁵ In addition to economic harms related to dispossession and displacement, any compensation does not fully repair the blocked opportunity to build wealth. This loss of intergenerational wealth resulted in a transfer of wealth to the City, and now to a private developer.¹⁰⁶

⁹⁹ 2005/2007 Appendix F, Gas Plant Redevelopment Plan at 3; *see also* Scan 30: Appendix A (scan numbers from City's production of public records).

¹⁰⁰ In enthusiastic support of its new Plan, the City cited the results of the June 1978 "Gas Plant Household Survey." *See, e.g.*, 2005/2007 Appendix F, Gas Plant Redevelopment Plan at 18–19.

¹⁰¹ 2005/2007 Appendix F, Gas Plant Redevelopment Plan at 4; *see also Public Notice*, TAMPA BAY TIMES, July 13, 1981 (noting that the City's sixth year CDBG grant sought "an increase of \$255,000 in the Gas Plant Redevelopment Project" in 1981); Vanessa Williams, *Low-income housing among proposals in block grant requests*, TAMPA BAY TIMES, June 16, 1982 (noting that \$1.1 out of the City's \$2.8 million in CDBG funds for the following year would go "to continue a redevelopment project of the blighted Gas Plant area.").

¹⁰² *Public Notice* TAMPA BAY TIMES, Jul. 26, 1982 (notice of the City's intent to seek a \$4.3 million loan for acquisition, relocation, and demolition activities in the Gas Plant Redevelopment area); *see also Public Notice*, TAMPA BAY TIMES, Dec. 27, 1982 (seeking an additional \$1.8 million); *Public Notice*, TAMPA BAY TIMES, Jan. 26, 1983 (seeking an additional \$1.6 million).

¹⁰³ 2005/2007 Appendix F, Gas Plant Redevelopment Plan at 43.

¹⁰⁴ *Id.* at 5, 9.

¹⁰⁵ *Id.* at 6.

¹⁰⁶ Ann Pfau et al., *Using Urban Renewal Records to Advance Reparative Justice*, The Russell Sage Foundation Journal of the Social Sciences June 2024, 10 (2) 113-131.

iv. Despite opportunities to correct course and make good on its obligation to provide affordable housing, the City’s latest Redevelopment Plans contemplate a revitalized stadium complex at the continued expense of Black residents of the City, including the Gas Plant community and its descendants.

In 2018, the City had the opportunity to reevaluate its commitment to housing and economic opportunity for the Gas Plant district when it began a “master planning effort . . . to identify the redevelopment potential of Tropicana Field *without a stadium use.*”¹⁰⁷ However, the City wasted the opportunity to honor its obligations at this critical inflection point. Instead, the 2019 Plan sought to revitalize the Tropicana Field Stadium for the Rays baseball team, and the City continued to shirk its promises of affordable housing in the Gas Plant neighborhood and to deny residents a right of return.¹⁰⁸

The City stated a goal of establishing a permanent residential base elsewhere downtown to create the “community spirit necessary to continue the expansion of the downtown economic and cultural base.”¹⁰⁹ But the City’s focus shifted to ensuring the availability of *middle-income housing*—which is out of reach for low-income residents, especially Black residents of the City. The Plan further penalized former Gas Plant neighborhood residents by proposing, as one of the only forms of assistance to low-income persons, to aid in the rehabilitation of their property—which former Gas Plant area residents cannot take advantage of after being forcibly displaced from their homes decades ago.¹¹⁰ Additionally, *all* the housing planned for residents of the wider downtown area was to be a permitted use or special exception, contributing to a housing scarcity and a more affluent “community spirit” and “sense of place and neighborhood identity” at the expense of the predominantly Black and low-income former Gas Plant neighborhood residents.¹¹¹

The latest proposal set to be discussed by the St. Petersburg City Council on June 13, 2024, through Ordinance No. 585-H, Adopting Amendments to Intown Redevelopment Plan, continues this disturbing trend. The “New Stadium Project” will oversee the “transformational development of the Historic Gas Plant” and the construction of a new stadium to replace Tropicana Field, along with related parking garages, on-site parking, open space, plazas and paths, public art, and brownfield mitigation where Black homes and businesses once stood.¹¹² Although the proposal does not discuss what the brownfield mitigation will specifically include, it is noteworthy that the City’s decision to cleanup contaminants and to invest in all the other “improvements” listed will accommodate tourists and the entertainment industry, rather than the health, safety, and wellbeing of the area’s former Black residents and their descendants. The latest Redevelopment Plan continues to utilize public funding yet, as discussed in more detail below, the Plan continues to

¹⁰⁷ 2018 Intown Redevelopment Plan at 34 (emphasis added).

¹⁰⁸ Indeed, the City proudly touts as an advantage of its current Plan that “relocation will involve little dispersal of long-term neighbors” because “there are so few residents in the area.” 2018 Intown Redevelopment Plan at 64.

¹⁰⁹ 2018 Intown Redevelopment Plan at 28.

¹¹⁰ *Id.* at 28.

¹¹¹ *Id.* at 28, 41.

¹¹² Ordinance No. 585-H, Adopting Amendments to Intown Redevelopment Plan, at 1; 2024 Intown Redevelopment Plan at 8.

lack sufficient affordable housing numbers, despite the City’s promise to Gas Plant residents so long ago and despite the urgent continuing need for affordable housing disproportionately experienced by Black residents of the City.

Through its latest proposal, the City also intends to hold the Rays to their slogan, “Here to stay,” by entering into an ancillary non-relocation agreement whereby the Rays agree not to relocate from the City and to remain the permanent face of the gateway to the downtown area. The New Stadium Project would cash in on selective elements of the history of the Gas Plant district and its former inhabitants by incorporating them into its marketing, including branding, public art, and a stadium design comprising a pavilion and a porch, which the City and developers noted “historically plays an integral social role in the Gas Plant neighborhood and St. Petersburg as a whole—a place where the community gathers and a platform where stories are told.”¹¹³ In seeking to romanticize and capitalize on the Gas Plant district and its history without honoring its obligations to Gas Plant residents, the City is sending a clear message about who is welcome to gather at the City’s front porch and which stories are told there.

c. The City’s Redevelopment Plan, premised on and developed through millions of dollars in CDBG funding, does not go far enough to provide affordable housing and will result in the permanent displacement of Black people and communities from the Gas Plant district and the City.

The City’s decision to sell the land in 2024 that it acquired using its eminent domain powers for the stated public purpose of urban redevelopment and the provision of affordable housing, and then to subsidize the redevelopment with hundreds of millions of taxpayer dollars with limited community benefits, is a culmination of decades of discriminatory land use and housing decisions by the City. This decision ensures that what was publicly held to be a temporary displacement of Black residents from the Gas Plant neighborhood will in fact be a permanent displacement—and not just from the Gas Plant district but from the entire downtown area of the City.¹¹⁴

The City received federal funding to fulfill its obligations to provide affordable housing and jobs—not to subsidize a private corporation. While some may believe that stadiums provide economic value to a community, people overwhelmingly do not support public financing of sports stadiums.¹¹⁵ For decades, the claims by government entities that subsidizing sports stadiums somehow benefits taxpayers have been repeatedly refuted by economists. There is “near-universal consensus evidence that sports venues do not generate large positive effects on local

¹¹³ St. Petersburg Committee of the Whole Agenda, June 12, 2024, at 21.

¹¹⁴ A recent report on Black population trends in St. Petersburg show that Black residents are the only racial and ethnic group in St. Petersburg that has had a net population loss over the last decade as the city lost ten percent of its Black residents between 2018-2022. Urban Market Analytics, “New Census Data Show St. Petersburg’s Black Population Shrinking as African Americans Leave in Record Numbers,” (2023), <https://powerbrokeromagazine.com/wp-content/uploads/2023/12/Report-New-Census-Data-Show-St.-Petes-Black-Population-Shrinking-as-African-Americans-Leave-in-Record-Numbers-Dec-2023.pdf>

¹¹⁵ Arizona State University, Global Sport Institute National Snapshot Poll: Spring 2022 - Community Benefit of Sports Stadiums, <https://globalsport.asu.edu/resources/global-sport-institute-national-snapshot-poll-spring-2022-community-benefit-sports>

economies.”¹¹⁶ The proposed agreement terms confirm this in several ways, especially in the minimal affordable/workforce housing that is being promised and the insufficient number of permanent jobs.

The proposed agreement with private industry promises job creation for the stadium construction, Historic Gas Plant Construction, and ongoing stadium operations, but by their nature, these jobs are temporary or at best seasonal. The terms of the agreement fall short, especially because the City could choose to fulfill its obligations to fund solutions that promote work force development and further fair housing for City residents.

The City’s development proposal promises only 1,250 affordable/workforce housing units targeted to specific incomes and senior housing designated for tenants older than 55, using area median income (“AMI”) to determine affordability and to categorize units as workforce. The proposed agreement defines AMI as “the area median income limits, updated on an annual basis, used by the Florida Housing Finance Corporation, based on figures provided by the United States Department of Housing and Urban Development.”¹¹⁷ Using AMI to calculate affordability negatively impacts low-income renters and can cause renters to become cost burdened. AMI relates to the maximum amount of income allowed per household but does not consider the cost burden of renters whose income is much lower. Additionally, using AMI as an affordability indicator ignores the racial wealth gap that plagues Black renters.¹¹⁸

This promise of 1,250 affordable/workforce units does not adequately address the City’s need for affordable housing and is a noticeable decline from the City’s guiding principles of the development and the initial promises in the Hines response to the City’s request for proposal. In the City’s Historic Gas Plant Site Request for Proposal (“RFP”) issued on August 26, 2022, the City emphasized the need for affordable housing. Specifically, one of the guiding principles of the development was to “substantially address the need for affordable ($\leq 80\%$ AMI) and workforce ($\leq 120\%$ AMI) housing, including on-site and off-site housing opportunities, with affordable housing comprising at least 50% of the affordable/workforce housing mix.”¹¹⁹ In its December 1, 2022 response to the City’s RFP, Hines promised that its “affordable housing commitment will

¹¹⁶ John Charles Bradbury, Dennie Coats & Brad R. Humphreys, *The Impact of Professional Sports Franchises and Venues on Local Economies: A Comprehensive Survey*, Journal of Economic Surveys, Apr. 2022 at 1.

¹¹⁷ Proposed HGP Redevelopment Agreement at 2 (St. Petersburg Committee of the Whole Meeting, May 9, 2024).

¹¹⁸ Black households have the lowest median incomes within tenure categories (i.e Black renters have lower incomes than other renters and Black owners have lower incomes than other owners). Renters have lower median incomes than owners, regardless of race or ethnicity, but since Black households are more likely to be renters, overall Black households tend to have lower incomes. In fact, the median income for all Black households (renters and owners) is the same as the median for white renter households. Shimberg Center for Housing Studies, Tabulation of U.S. Census Bureau, 2022 American Community Survey Public Use Microdata Sample (PUMS). Generated April 3, 2024. Area selected to approximate St. Petersburg city limits; due to data limitations, some additional areas of southern Pinellas County are included. Asian, Hispanic/Latino, and Other Races categories not shown due to sample size limitations.

¹¹⁹ August 26, 2022 RFP at 14.

encompass 1,459 units/residents which is 23% of the total housing proposed for the project.”¹²⁰ Of those units, 859 were proposed to be on-site.¹²¹

The proposed agreement only provides 1,250 affordable/workforce housing units and promises only 600 units to be on the property.¹²² The remaining units are required to be in incorporated St. Petersburg but can be market-rate housing units that the developer converts to affordable/workforce. Of the 600 “on-site” units, only 100 units need to comply with the 80% AMI requirement and at least 100 units must comply with the 60% AMI requirement.¹²³ To put this into perspective, the 80% AMI for a household size of four is \$76,400, while 80% AMI for a household size of one is \$53,500.¹²⁴ The 60% AMI for a household size of four is \$57,300, while 60% AMI for a household size of one is \$40,140.¹²⁵

The City’s Redevelopment Plan will permanently change the cultural, racial and economic composition not only of the Gas Plant but of the City itself. The minimal affordable/workforce housing proposed excludes many residents who are already rent burdened from living on the property and could further push these renters to low opportunity housing areas. HUD defines individuals as rent burdened if they spend more than 30% of their income on housing. If individuals spend over 50% of their income on housing, HUD considers them severely rent burdened. In St. Petersburg, more than 75% of Black renter households are cost burdened compared to 48% of white renter households.¹²⁶

The lack of affordable housing in the City’s latest Redevelopment Plan will continue to have an adverse disparate impact on the Black community in St. Petersburg and to discriminate in the provision of housing on the basis of race and color. Unaffordable housing is a catalyst for gentrification and displacement. As HUD noted in the early 1980s when it threatened to withhold CDBG funding from St. Petersburg for this reason, the City has failed to ensure fair housing opportunities throughout the downtown area and in the Gas Plant district, resulting in permanent displacement and gentrification. The City’s ongoing discriminatory practices and decisions, which have undermined economic opportunity and affordable housing choices for Black and low-income residents for decades, will contribute to the permanent displacement of Black residents from the City.

¹²⁰ Hines/Tampa Bay Rays Proposal at 18 (2022).

¹²¹ *Id.*

¹²² Proposed HGP Redevelopment Agreement at 23-24.

¹²³ *Id.* at 24.

¹²⁴ Fiscal Year 2024 Income Limits, https://www.stpete.org/residents/housing/income_limits.php (last accessed June 7, 2024).

¹²⁵ Florida Housing Finance Corporation 2024 Income Limits and Rent Limits, Pinellas County (Tampa-St. Petersburg-Clear Water Metropolitan Statistical Area).

¹²⁶ Shimberg Center for Housing Studies, Tabulation of U.S. Census Bureau, 2022 American Community Survey Public Use Microdata Sample (PUMS). Generated April 3, 2024. Area selected to approximate St. Petersburg city limits; due to data limitations, some additional areas of southern Pinellas County are included. Asian, Hispanic/Latino, and Other Races categories not shown due to sample size limitations.

4. The City’s actions to sell and redevelop the land in the Gas Plant district represent a departure from regular procedures.

The City’s actions to sell and redevelop the land in the Gas Plant district raises numerous concerns related to departures from the City’s regular procedures and compliance with state law. This is a summary of a few of the issues we have identified at this time, without prejudice to additional ones that may arise:

a. The City’s decision-making process for this proposal lacks transparency.

As noted at the outset of the letter, the City Council will be voting on the first reading of ordinances at the June 13 meeting that pave the way for key terms of this development: revisions to the 2018 Intown Redevelopment Plan (including public funding caps and structure); the development agreement, which includes key terms such as the minimum amount of affordable housing required; and proposed rezoning of the land from DC-2 (intense residential development that still allows for a mixture of uses that enhance and support the core and surrounding neighborhoods, including the domed stadium) to DC-1 (providing for intense mixed-use development).

Scheduling these important votes on June 13, just one day after the Committee of the Whole meeting about the stadium, and then scheduling the public hearings and second and final readings on July 11, is a rushed timeline that does not appear to be reasonably calculated to provide the City Council or members of the public with adequate notice that would permit them to appear and raise meaningful objections. Further, the City Council will be on summer break during the entire period between the two meetings (June 14-July 7). It therefore does not seem reasonable that the City Council will have adequate time to meaningfully consider these proposals, which pave the way for other agreements, some of which have not even been released to the public. Nor will the public have access to City Council members prior to the second and final votes to raise questions or objections. Under these factual considerations, the City Council votes that are scheduled for June 13 and July 11 seem designed to be perfunctory ratifications of decisions already made, rather than meaningful opportunities for the public to participate and be heard in all phases of the decision-making on this redevelopment plan as required by Florida law.¹²⁷

b. The sales price of the land, far below market value, is discriminatory and does not serve the public interest.

The terms and conditions of the sale of the land for redevelopment, especially the sales price of the land, has been a major topic of public concern.¹²⁸ Taxpayers and advocacy groups have

¹²⁷ See generally, *City of St. Petersburg v. Wright*, 241 So. 3d 903, 905 (Fla. 2d DCA 2018) (Sunshine Law protects the “public’s right to be present and to be heard during all phases of enactments by government boards and commissions” and functions “to prevent at nonpublic meetings the crystallization of secret decisions to a point just short of ceremonial acceptance.”) (internal quotations and citations omitted).

¹²⁸ See, e.g., Tom Mullins and Peter Kent, *The Tropicana Field site is worth so much more than the city is selling it for* (Opinion), Tampa Bay Times (June 6, 2024),

rightfully questioned a decision to sell this land for far below market rate. We raise two main concerns about the City’s intended course of action.

First, the City’s discretion to set the sales price is constrained by state law.¹²⁹ The City is only authorized to sell the property “at a value determined to be in the public interest for uses in accordance with the community redevelopment plan” and in accordance with other relevant CRA or municipal disposal procedures.¹³⁰ The City must take into account the following factors in making a determination of value: (a) the long-term benefits to be achieved from incurring short-term losses or costs in the disposal of property; (b) the uses provided in the plan; (c) the restrictions or conditions and obligations assumed by the purchaser; and (d) the objectives of such plan for the prevention of the recurrence of slum or blighted areas.¹³¹ If the City sets the sales price at less than “fair value,” as it has done here, then it requires a decision by the governing body at a duly noticed public meeting.¹³² To allow the public to meaningfully engage in this decision, the City must inform them how it arrived at this sales prices and how it weighed the statutory factors to arrive at less than “fair value” for the land.

Second, the decision to sell the land at far below market rate is a continuing violation of the original discrimination that began when the City first acquired the land. The City’s decision ultimately results in stripping generational wealth from the people that it displaced from the Gas Plant district by denying them the opportunity to gain the benefits of decades of appreciation in land values. Compounding that original harm, the City’s disposal of land at less than fair value, while also assuming infrastructure costs, transfers those benefits directly to a private corporation to the detriment of taxpayers with no reasonable explanation.

One of the main costs of developing affordable housing is land acquisition costs, and the City is deliberately choosing not to obligate the land for this purpose despite identifying the availability of land as a key barrier to building affordable housing. The City’s Comprehensive Plan identifies the scarcity of residentially zoned vacant land as a barrier to meeting the City’s housing needs.¹³³ Indeed, a Harvard Kennedy School study on affordable housing strategies for St. Petersburg specifically flagged issues of limited land capacity for housing. The study noted that in a 10-year span from 2011 to 2021, there was a 520% growth in investor purchases of residential land, while the City only purchased a total of 23 residentially zoned lots in the same 10-year span.¹³⁴

The City owns enormous acreage that it obtained for the express purpose of developing housing, and it has sufficient funds that it could use to redevelop the land for affordable housing to meet an area of key concern identified in its own planning documents; instead, it is deliberately

<https://www.tampabay.com/opinion/2024/06/06/tropicana-field-site-is-worth-so-much-more-than-city-is-selling-it-column/>

¹²⁹ Fla. Stat. § 163.380(2) (Disposal of property in community redevelopment area).

¹³⁰ *Id.*

¹³¹ *Id.*

¹³² *Id.*

¹³³ 2022 Comprehensive Plan at H-1 (7.2 Housing Goal).

¹³⁴ Larissa Barreto, et al., *Emerging Strategies in Affordable Housing*, For the Welch Administration, City of St. Petersburg, Harvard Kennedy School Transition Team at 7.

choosing to sell the land below market rate for uses unrelated to affordable housing. This has a disparate adverse impact on the Black residents of the City, and it makes the temporary displacement of Black families from the Gas Plant permanent even when the ability to chart a different course is squarely within the City's control.

c. The Development Agreement and the proposed Re-zoning Ordinance burden only taxpayers and not the developer and are inconsistent with state law and the City's planning documents.

On June 12, the City Council will have its first reading and public hearing on Ordinance 584-H (approving the development agreement). We have three primary objections to the development agreement. First, the development agreement terms are not credible and are not a fair bargain to the detriment of the public. The City obligates itself to everything, and the developer to nothing. The City agrees to rezone the land and provide all of the infrastructure at additional cost to taxpayers. Usually, a developer's agreement involves the developer agreeing to provide public benefits, such as infrastructure.¹³⁵ To add insult to injury, the minimum agreed upon requirements in the agreement are less than what has been publicly presented as the anticipated terms of the deal. Key differences include the total number of housing units, which are significantly less than the numbers discussed above: "Residential Units: 3,800 Units (excluding Affordable/Workforce Housing Units)" and "Affordable/Workforce Housing Units: 600 units, or as may otherwise be mutually agreed by Developer and City."¹³⁶

Second, the development agreement likely violates Florida law's prohibition against contract zoning.¹³⁷ At the same June 12 meeting that it will consider the development agreement, the City will have its first reading and public hearing of Ordinance 793-Z (amending the zoning map), proposing a rezoning of the land from DC-2 (intense residential development that still allows for a mixture of uses that enhance and support the core and surrounding neighborhoods, including the domed stadium) to DC-1 (providing for intense mixed-use development). Under usual procedures, the developer initiates a re-zoning application. In this case, incorporated into the developer's agreement, is a promise that the City will initiate or has initiated rezoning and contemplates that the City will adopt the rezoning, thereby allowing uses consistent with DC-1.¹³⁸

¹³⁵ See City of St. Petersburg, Land Development Code § 16.05.010(B) ("A development agreement shall mean a written agreement between the City and a property owner which identifies fees, dedications, exactions or other public improvements that will be provided by the developer, and the Land Development Regulations that will be applied by the City during the term of the agreement.")

¹³⁶ City of St. Petersburg and Hines Historic Gas Plant District Partnership's Vesting Development Agreement at 17 (proposed Ord. 584-H).

¹³⁷ *Hartnett v. Austin*, 93 So. 2d 86, 89 (Fla. 1956) (en banc) ("A municipality has no authority to enter into a private contract with a property owner for the amendment of a zoning ordinance subject to various covenants and restrictions in a collateral deed or agreement to be executed between the city and the property owner. Such collateral agreements have been held void in all of the cases to which we have been referred.")

¹³⁸ Vesting Development Agreement at 1, 3, 5. The agreement goes so far as to unlawfully promise "that the pending rezoning from DC-2 to DC-1 is specifically anticipated and shall apply upon its adoption." *Id.* at 5.

This is impermissible contract zoning; the City “has invalidly contracted away its discretionary legislative power as the final decision-making authority.”¹³⁹ Any hearing regarding the issue of rezoning is “a pro forma exercise” because the City “has already obligated itself to a decision.”¹⁴⁰ For this same reason, we object to the re-zoning proposal itself.

Third, a development agreement must be consistent with the City’s Comprehensive Plan.¹⁴¹ For reasons stated throughout this letter, the proposed development minimums for housing are inconsistent and incompatible with the Housing Element of the City’s Comprehensive Plan.¹⁴² Specifically, the City’s overall Housing Goal (H-1); the City’s Objectives and Policies (H3A & H3B) to address Extremely Low, Very Low, Low and Moderate Income Housing; and the City’s Objective and Policies to address Housing Non-Discrimination (H9). The proposed development minimums for housing are also inconsistent and incompatible with the City’s Objective and Policies to address Downtown Residential Redevelopment (H12). Specifically, this Objective seeks to address the fact that since the Development of the Intown Redevelopment Plan in 1982, the development has primarily focused on office/commercial and arts/entertainment development; however, there is a need for residential strategies which this proposal does not address. We object to the rezoning of the area for the same inconsistency and incompatibility with the Comprehensive Plan detailed in this paragraph.

d. The Proposed CRA plan amendments and use of TIF to fund this commercial project is inappropriate.

The 2018 Intown Redevelopment Plan asserts that “[t]he development of an expanded residential base in the Intown is essential to achieve a successful downtown redevelopment program.”¹⁴³ Yet, in the Intown Redevelopment Plan 15-year review (2005-2020), the City acknowledged that “no TIF funding was expended to create new housing units,”¹⁴⁴ instead relying on private housing investment. The use of TIF revenues to subsidize a commercial enterprise, with very limited public benefit, especially in the area of affordable housing, when the City’s own planning documents universally agree on the need, is inappropriate under the circumstances presented here.

The final issue the City Council will vote on at the June 13 meeting are the amendments to the 2018 Intown Redevelopment Plan. Because Florida law requires redevelopment in a CRA to

¹³⁹ *Morgan Co., Inc. v. Orange Cnty.*, 818 So. 2d 640, 643 (Fla. 5th DCA 2002) (development agreement wherein Orange County agreed to “support” rezoning application by developer was unlawful contract zoning). Here, the City goes even further by actually agreeing to initiate and adopt the rezoning.

¹⁴⁰ *Id.*

¹⁴¹ Fla. Stat. § 163.3231

¹⁴² 2022 Comprehensive Plan, Chapter 7, Housing Element.

¹⁴³ Intown Redevelopment Plan, St. Petersburg, Florida (originally adopted in March 1982; approved as amended on Aug. 2, 2018) at 28.

¹⁴⁴ 2005-2020 Intown Redevelopment Plan Fifteen-Year Review by Pinellas County, Prepared by the City of St. Petersburg (FL) (Oct. 1, 2019) at 52.

be consistent with the community redevelopment plan,¹⁴⁵ the City is proposing amendments to the 2018 Plan in Ordinance 585-H (adopting amendments to the Intown Redevelopment Plan). This is a very significant vote as it directly addresses public financing for this redevelopment deal. Specifically, we object to the amendments that will allow hundreds of millions in TIF revenues to subsidize the development, including infrastructure and the stadium, while also failing to meaningfully address the portion of the plan designed to increase access to affordable housing (Residential Development Program)¹⁴⁶ or requirements under Florida law that apply to CRAs.¹⁴⁷

5. The City has alternatives to its proposed redevelopment plan and land deal for a stadium that is the culmination of decades of continuing race discrimination as it relates to land use, housing, and economic development in the Gas Plant district.

The City has less discriminatory alternatives available to it than continuing with its current plan to build a stadium and ignore its obligations at the expense of Gas Plant residents and their descendants, including:

- Maintaining ownership of the land, such as in a community land trust, to ensure public land acquired for public purposes guarantees affordability for its residents in perpetuity or otherwise placing protections that run with the land to guarantee its public use;
- Developing a plan for affirmatively furthering fair housing that takes into account affordability requirements that will actually be available to Black residents in the City, including pathways to homeownership, to avoid permanent displacement and perpetuation of segregation;
- Providing a right of return for descendants of the Gas Plant district or, in the alternative, compensation and other forms of restorative justice for the discriminatory displacement under unfulfilled or misleading, public promises and inducements.¹⁴⁸
- Requiring increased and tangible community benefits beyond the limited money allocated for civic and historical preservation projects. The current proposed allocations would acknowledge and commemorate selective elements of the important history of this place and its residents without also investing in the living community

¹⁴⁵ Fla. Stat. § 163.360. The redevelopment plan must also be consistent with the City's comprehensive plan. *Id.*

¹⁴⁶ 2018 Intown Redevelopment Plan at 35-36.

¹⁴⁷ Fla. Stat. § 163.360.

¹⁴⁸ Dodger stadium in Los Angeles was also built on land taken from a community of color under the urban renewal program with federal funding. Just like in St. Petersburg, housing plans for the area were abandoned in favor of building a baseball stadium. There is an active effort to obtain reparations today, including through proposed legislation, The Chavez Ravine Accountability Act, which would require the city to compensate homeowners it removed from the canyon in which the stadium sits. Nicole Acevedo, *Los Angeles considers reparations for families forced off land where Dodger stadium sits*, NBC News, Mar. 26, 2024, <https://www.nbcnews.com/news/latino/dodgers-stadium-reparations-families-land-california-angeles-rcna145152>

that remains in St. Petersburg and that the City once promised could return to the Gas Plant district. While safeguarding and sharing the history of the historical Gas Plant district is critical, it is not sufficient in this context without real and meaningful investment in the material needs of St. Petersburg's Black residents and communities. The City cannot and should not be allowed to romanticize the history of a people and place that it had an active hand in destroying and then capitalize off it. The rich history of the Black communities that settled in the Gas Plant district (then Cooper's Quarters) and surrounding areas predates the existence of the City of St. Petersburg, and the City has a duty to remedy the past and ongoing harms to its Black communities, especially when balancing an enormous public investment that does not begin to address the urgent need of creating more affordable housing and equitable access to opportunity; and

- Reducing the share of taxpayer subsidies for this redevelopment deal and redirecting public money to advance housing, jobs, and economic opportunity. The City would not own this land but for its participation and perpetuation of a system of racial residential segregation that is exacerbated by its abuse of eminent domain to acquire the land in the first place.

6. To comply with its civil rights obligations, the City must meaningfully analyze its actions and chart a new course.

The history of the Gas Plant district, the pattern of the City's decisions concerning this land, and the terms of the current proposed deal indicate that the City's sale and redevelopment of the property would constitute (and continue a pattern of past) discrimination against Black residents of the City in violation of the City's obligations under Title VI and the federal Fair Housing Act. The City is exploiting conditions of racial segregation and discrimination that it actively created and participated in to acquire the land. The City's abdication of its stewardship of this land for the benefit of a private developer, accomplished through the use of CDBG dollars from HUD that were intended to lift people out of poverty, disproportionately harms and displaces Black residents of the City. The City can still use the land consistent with the public purpose of economic and housing opportunity for which it was seized if the City engages in a meaningful analysis of its civil rights obligations and charts a new course.

We urge the City to reconsider its plan to sell the Gas Plant district under the terms of this redevelopment and instead seek an alternative course of action that is consistent with its legal obligations, that is consistent with the public purpose for which it acquired the land, and that rectifies the past and ongoing harm inflicted on Black residents of the Gas Plant and the City as a whole. We welcome the opportunity to discuss these concerns with representatives from the City and to engage in a meaningful dialogue about how the City can best honor its legal obligations.

Sincerely,

On behalf of Faith in Florida

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