

JOHN K. TARAPANI
128 E. Tarpon Avenue
Tarpon Springs, Florida 34689

September 5, 2011

The Honorable Mayor David Archie and Board of Commissioners
City of Tarpon Springs
324 E. Pine Street
Tarpon Springs, Florida 34689

Re: Linger Longer Purchase
Response to City Manager LeCouris' Memorandum

Dear Mayor Archie and Commissioners:

I write to you for the purpose of clarification, additional insight and correction of certain positions stated in Mr. LeCouris' memo dated September 6th, 2011.

For clarification I will say that the property was first offered to the City with a back up call to County Commissioner Latvala in an attempt to have a joint City-County approach to acquiring the subject property given the economic climate the City Manager rightfully refers to.

I worked with the County Commissioners and County staff on three previous environmental land acquisitions. The first being in the City of Tarpon Springs when the County bought several privately owned islands in the Anclote River totaling 29 acres. The second was a 30 acre gulf front location with a connector to Wall Springs Park. The third was a 90 acre gulf front tract contiguous to the 30 acre parcel for a 120 total acre addition to Wall Springs Park. Additionally as President of the Florida Trust for Historic Preservation, I negotiated the donation from a private party to the Florida Trust 13 acres of Homosassa riverfront property. As you can see from the above statements the preservation of open space and landscape vistas for the public interest for generations to come is very important to me.

When I was approached by the family who owns the Old Linger Longer site concerning my ability to help market the property, I did a site visit and observed a boat launching ramp and multipurpose dock in place on the main Anclote River channel. My immediate thought was this site should be preserved for today and tomorrow's generations. It is a spectacular site with tremendous public use opportunities. I felt physically sick at the prospect of 243 multi-family units being built on this site. In a follow up conversation with the owners and some not so gentle arm twisting, I obtained their permission to offer the land to the city and/or county either jointly or independently. Their reluctance for me to make this offer to you was the belief that they would have to sell for less than the market rate and red tape involved in getting to a closing. They were of course right on

both counts but with some persuasion and discussion of some tax benefits they may be entitled to they agreed to let me make the offer to you. Their initial asking price as stated in the literature was \$6,750,000. having just been reduced from \$7,500,000

Following getting permission to offer the property to the City I took Mr. LeCouris for a site visit on the property and he seemed genuinely excited about its potential.

Commissioner Slattery then made a site visit and following that visit and recognizing the property's potential she graciously agreed to set up a meeting with Mr. LeCouris and Mr. Hubbard to discuss an approach to acquiring the property. At this meeting it was Mr. Hubbard's opinion that when the market is depressed is exactly when cities and counties need to acquire land that should be held in public trust. I believe Ms. Slattery will verify Mr. Hubbard's comments. You can see from the difference between the initial asking price and the contract price that there was some hard negotiating done on behalf of and by the city.

On unnumbered page 2 of Mr. LeCouris memo he states in the first paragraph and I quote "The real purpose for the Board of Commissioners to enter into this type of agreement would be to preserve the price offer and not to be outbid by the private sector while the City fully evaluates the land and its potential use." I couldn't have said it better myself!

I will now address each of his numbered paragraphs in the order they appear.

1. Price: This paragraph is misleading as it only identifies one source of funding to acquire the property. It does not recognize the BOC right to reprioritize capital improvement projects or their funding sources. It gives no acknowledgement to potential user fees, lease fees, or grants for public waterfront access projects. There are many sources of funding the BOC can look at not just the Penny for Pinellas funds.
2. Project Priority: Not enough analysis has been done to validate the remarks in sentence one. Sentence 2&3 are why land purchases are required by charter to be approved by the electorate. Of course there should be a lot of public discussion and free flow of information but you cannot get there without having a contract.
3. Effects on Sports Complex: Again not enough analysis has been done to substantiate these comments. In fact there may be uses that would generate enough funds to operate and maintain this project and throw off enough funds to capitalize the sports complex at its original intended location. Let's have an open dialogue about these issues during the 90 day free look period!
4. Lost Tax Revenue and Impact Fees: It is well documented that the cost of providing municipal services exceeds the ad valorem tax revenues collected from residential developments. The appraisal the City ordered and paid for shows an impact fee credit on the property of \$796,000.00 that means a new development would have to exceed that dollar amount before any new impact fees would be collected by the city (appraisal page #20).

5. Feasibility of Proposed Uses: A city boat ramp at Stauffer?? Does the city or its alluded to private partner have a contract or LOI on all or a portion of the Stauffer site? Has the City issued an RFP or RFQ for a private partner to develop a boat ramp on the Stauffer site? There is nothing that precludes the city from seeking a private partner to help develop the Linger Longer Site if the BOC chooses to move forward.
6. Environmental Concerns: Very early in the negotiations the city was given a copy of a Phase 1 Environmental Site Assessment report on the Linger Longer site prepared by Professional Service Industries, Inc. The city was also provided a letter from the Florida Department of Environmental Protection stating that the Waste Water Treatment Facility on the property had been and I quote “appropriately abandoned”. If we are going to talk environmental contaminations and potential cost of contamination remediation lets talk about the Stauffer Site, the Old Landfill Site (proposed sports complex site), even the proposed Fitness Park at the corner of Live Oak and Safford Avenue which was at one time the original city landfill and later housed the main waste water treatment plant and now has dredged fill piled on it from known areas of contaminated river bottom that have sat there long enough to have now leached into the surrounding ground.
7. Appraisal: The facts are there are 243 units approved on the site. To state that there is no real value to the city in the impact fee credits is just plain inaccurate. The Pinellas County Land Development Code Article II.- Transportation Impact Fee; Schedule A. General Fee Schedule states that a Park is assessed \$9,050.00 per acre. 20 acres X \$9,050.00 = \$181,000.00. This is only transportation impact fees for Parks and does not include any fees for amenities that may be desired such as bait and tackle shops, pavilions for refreshments etc. I do not know how much of the impact fee credits would be needed but to say there is no real value is just misleading.
8. Cost of Development: Maybe a Private/Public Partnership? Good question lets talk about it!
9. General Fund Impacts: I truly believe this site could be an Enterprise Fund Project, which would service its own operations and maintenance and potentially have a positive cash flow.

In closing, I do want to thank Mr. LeCouris for seeing the potential that this large piece of waterfront holds for the city's future. The final stages of the negotiations were more difficult due to his being hurt and not as readily available to negotiate as might have been desired. I thank him for believing there was enough potential in 20 acres of waterfront to order an appraisal and to have the City Attorneys' negotiate a very favorable contract concerning price and terms to the city's advantage. Mr. Yacavone, Mr. Hubbard, Mr. Metz all were accommodating to the Owners when they could be and firm and steadfast in protecting the city's interest when they needed to.

To the Mayor and Board of Commissioners I would say to you that this type of opportunity does not present itself very often. There would be no discussion of a sports complex on the old landfill site if a previous BOC had not taken the initiative to acquire the property through public referendum, there would not be a Art Show on the Bayou if a previous BOC had not taken the initiative to double the size of Craig Park by acquiring

privately owned land through public referendum. This land should be preserved and I ask that you have the FORESIGHT to acquire the land not the HINDSIGHT to say in 5 years we should have bought that piece for the public. The citizens by charter requirement have the right to speak on this issue, please afford them that opportunity. From my experience the voters as a collective body will make the right decision. The City Attorney's have written a very favorable contract for you with no financial risk that I' am aware of and gives you the time to meet the charter requirement of a required public referendum. I close by asking for your favorable consideration.

Sincerely,

John K. Tarapani