

Downtown hurdles: art center, escape clauses, tenant uses

By Debbie Carson
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TEMPLE TERRACE — When will Temple Terrace's city leaders sign its downtown redevelopment deal? It's anyone's guess at this point as attorneys on both sides continue to negotiate and smooth out wrinkles or agree to disagree.

The much talked Arts and Education Center may be one of the toughest points. It's been ill-defined in many discussions, easy to support arts and culture in good economic times yet hard to pay for. What would go there besides the Masque

The city council was supposed to sign the deal last week — yet topped short and approved the deal in concept.

The council may decide to hold a special meeting to sign the finalized contract between its April 1 and 15 regular council meetings. As of Friday, April 4, that meeting had not been scheduled.

The developer — Pinnacle/Ram — has already invested approximately \$300,000 in plans, studies and negotiations for the project. The partnership plans to spend \$14.9 million on nearly 20.5 acres of land on the southeast corner of Bullard Parkway and N. 56th Street. Councilman Frank Chillura was the only one to voice concerns over the deal and said that he could not support the proposed sales contract.

His main concern?

The Arts and Education Center.

"I think the city is bringing upon itself undue hardship by trying to force this community center within this project," Chillura said, noting that he still supports the idea of having an arts center within the downtown area.

However, the development team the city has been working with — Pinnacle/Ram — has written conditions within the purchase and sales agreement that restricts what uses the center may have.

The city would have to get the developer's permission to bring in tenants who may or may not fall under "arts" or "education" or "civic" categories.

For instance, the city has considered earmarking space for the Greater Temple Terrace Chamber of Commerce within the Arts and Education Center.

The Chamber doesn't fit under any of the three categories, according to the city's attorney, Mark Connolly.

Scott "Skipper" Peek, of Pinnacle Realty Advisors, told the council last Tuesday night that it would include the Chamber as an acceptable tenant within the center. Chillura, however, seems to not approve of the developer setting restrictions for the center.

"I strongly urge you all to look at the community center," Chillura said, addressing his fellow council members. "I'm not opposed to it, but if there are going to be so many conditions on it that you're being limited — this is your property — and now you're going to beg, basically, the developer, (and) say 'Can we please have this use here?' every time you need something you're going to go there."

Chillura recommended that the city carve out a small portion of property along Bullard Parkway across from the Temple Terrace Library, specifically for the arts center. He said that the city should retain ownership of the property and not sell it to Pinnacle/Ram. If the city did not want to put the arts center on the north end of the project, he suggested that the city use the Just Brakes property — which is not

part of the 20 acres of land the city is looking to sell to the developer.

"You build whatever you want," he said of building the center outside Pinnacle/Ram- owned and run property. "You can do whatever you want. You have no conditions." His suggestions did not seem to pique his counterparts' interest, as they proceeded to voice support for the current draft of the sales agreement.

Councilman Chillura also voiced concerns regarding the number of opportunities within the agreement for Pinnacle/Ram to back out of the project, noting that the city does not have the same opportunities.

Councilmen Mark Knapp and Ron Govin both agreed that it is common within purchase and sales agreements for the would-be buyer to have room to get out of the deal. "There's always a way out," Knapp said.

Peek addressed Chillura's concerns regarding the loopholes.

"I think what it does is kind of reveal that a significant part of this is whether or not you guys have picked the right team and whether that team has operated in good faith," he said.

"We'll be able to find ample grounds to get out of this deal if that's really what we want to do," Peek continued. "At the end of the day either you figure out practically in negotiating a perfect document or whether you can try and pick a team that's operated in good faith."