

IN THE CIRCUIT COURT OF THE STATE OF FLORIDA IN AND FOR
PINELLAS COUNTY
SPRING TERM A. D. 2007

PRESENTMENT

TO THE HONORABLE Robert Morris, Chief Judge of said Court:

We, the Grand Jury, impaneled and sworn to inquire and true presentment make, in and for the body of the County of Pinellas, Florida, having been convened on August 2, 2007, beg to report on this, the 23rd day of August, 2007, as follows:

As a direct result of investigative reports appearing in the St. Petersburg Times, the Grand Jury determined that we should conduct an investigation into the Civil Administration of the Government of Pinellas County, Florida, concerning the circumstances surrounding the County's purchase of a lot located in Tarpon Woods belonging to Property Appraiser Jim Smith. The Grand Jury was particularly concerned that an indelible impression had been left in the minds of the public that Smith had received favorable treatment as a result of his elected position as suggested by (1) the rapidity with which the purchase occurred, (2) the absence of public discussion acknowledging that an elected official was the seller, (3) the discrepancies in valuation of the property and (4) the reported dual role played by County Attorney Susan Churuti. The Grand Jury was also made aware that the State Attorney's Office received separate requests from both the County Administration and the Property Appraiser that these allegations

be investigated. While the Grand Jury has found no evidence of criminal wrongdoing, the manner in which the transaction was handled has raised questions that continue to impact the perceived integrity of our County's government.

We received evidence and testimony from a total of 41 witnesses at the sessions of this Grand Jury occurring August 2, 2007, August 3, 2007 and August 8, 2007, and were privy to numerous charts and records provided by witnesses and both public and private entities. As a result of this inquiry the Grand Jury Finds and Recommends as follows:

In 1994 James H. Smith, who was then and remains the elected Property Appraiser of Pinellas County, purchased an oddly shaped, 1.466 acre unimproved out-parcel of real estate, located immediately south of Tarpon Woods Boulevard, for \$15,000. Curiously, two years earlier the Property Appraiser's office had listed the parcel as consisting entirely of wetlands (and thus not suitable for residential construction) and determined that its taxable value¹ was no more than \$1200. The lot is partially wooded, vacant and divided east and west, by a waterway known as "Channel A" of Brooker Creek. Channel A is a natural stream that provides drainage for the flood-prone subdivisions north of Tarpon Woods Boulevard as it meanders southward through undeveloped wetlands and woodlands south of Smith's property until it turns west under East Lake Road and flows into the southern portion of Lake Tarpon.

¹ The taxable value is on average about 15% less than the fair market value because it takes into account and reduces the property's value due to the costs inherent in marketing and selling real estate.

The year that Smith purchased the property, his office had estimated that the property contained .47 acres of uplands and approximately an acre of wetlands and consequently had raised its taxable value to \$22,500. It is clear to the Grand Jury that whatever the aesthetic or environmental value wetlands possess, both the Property Appraiser's office and private commercial appraisers consider the development value and fair market value of the wetlands portion of this parcel to be worth far less per acre than the value of the uplands. Thus, Smith initially purchased the property at a price more than seven thousand dollars less than its taxable value.

The year following Smith's purchase of the property, the taxable value assigned by Smith's own office was reduced to \$14,500 primarily as a result of the Property Appraiser's Office determining that the property contained only .23 acres of uplands and 1.24 acres of wetlands. This change occurred after a meeting between Smith and the appraiser assigned to value his property in which Smith provided a site plan that suggested only around a quarter acre of the property was usable. For the 12 years that Smith owned the property, this assessment of the amount of wetlands verses uplands continued in effect, resulting in appraisals that listed the taxable value at \$14,000 in 1998, \$24,600 in 2002, \$54,700 in 2005 (the year of the County's alleged damage to the property), and \$59,400 in 2006 (the year before the county purchased it for \$225,000).

Smith had submitted a site plan to the County in the mid 1990's which diagrammed the relatively small portion of the lot on which a residence

could be built. This site plan was ultimately approved, but Smith decided not to build at that time.

During the summer and fall of 2004, four hurricanes impacted Florida and two in particular, Hurricanes Frances and Jeanne affected Pinellas County with high winds and rain, flooding neighborhoods and causing widespread power outages. The Southwest Florida Water Management District (SWFTMD) issued emergency orders which suspended notice and permit requirements to allow amelioration of damage or potential damage caused by these hurricanes. In September, 2004, Pinellas County Public Works was notified by a Tarpon Woods resident that a tree had fallen into Channel A (on Smith's property), which, with the accumulation of debris, had resulted in blocking the watercourse and resultant flooding. This, or another tree, had struck power lines running north and south along the border between Smith's and an adjacent condominium's property and had caused a three day power outage some days earlier. Progress Energy crews, entering the property pursuant to utilities easements, had restored power and had, at some time, trimmed trees and bushes encroaching the power lines running along the southeastern and western borders of Smith's property.

We have determined that Pinellas County Public Works employees responded in September, 2004 and removed debris and made temporary repairs to the watercourse, but did not have the necessary equipment to effect more permanent maintenance. The high water, perhaps exacerbated by the blockage, had resulted in the flooding of as much as three quarters of Smith's property. Additionally, either as a result of the hurricanes or repeated flooding over time, flowing water had created an additional,

alternate water channel to the west of the natural creek bed. This new watercourse, which may have been relatively stagnant during normal water levels, had the effect of creating an island in the center of Channel A just south of the Tarpon Woods Boulevard Bridge and at the north end of Smith's property. Although they believed they had the authority to do so, County workers could not remove the large downed Cypress tree because its size and its location downstream in Channel A required specialized equipment that they did not possess.

In late 2004 and early 2005, Public Works crews returned to the property after engaging a private contractor who had the proper equipment, known as a Spyder, to remove the very large downed, dead Cypress tree from Channel A. Under County direction, the contractor removed the dead Cypress tree, dredged silt from the new watercourse from just south of the Bridge to the south end of the newly created island and removed at least one other mature tree that was leaning at a severe angle. In addition, at the direction of County workers and following stakes set as a guide by the County, the contractor cut a new channel through the bank on the west side of Channel A, south of the downed Cypress tree. The natural course of Channel A turned somewhat sharply to the east and became narrower beyond the widened creek bed from which the Cypress tree had been removed. This new channel was approximately five feet wide and four feet deep and it was hoped that during high water or flooding conditions it would have allowed a greater volume of water to flow in both the sharply curved original channel on the east side and in the relatively straight newly created channel on the west side. This new channel, cut by the contractor, also had the effect of creating a second island south of the first island. At the

County's direction, the contractor continued dredging past Smith's property until the channel intersected with the natural creek bed.

Although the Grand Jury does not doubt the good intentions of County employees, in entering on the property in order to remove downed trees (at substantial expense to the county and none to the property owner) and other debris to alleviate stream blockages and even to dredge a parallel channel in an attempt to alleviate flooding, it is now clear that they had no right to do so and unequivocally infringed upon Smith's property rights. Neither the SWFTMD emergency orders nor the highway "right of way" memos relied on by County employees provide any arguable basis for their actions. It is therefore the recommendation of the Grand Jury that the County provide concise, but comprehensive written legal guidance to its employees concerning the circumstances under which emergency and other county personnel may enter on the private property of one party (including entry to access flowing creeks such as Channel "A") in order to prevent the flooding of adjacent or upstream property or to end or prevent any other perceived emergency. Clearly, while general guidelines cannot anticipate the nuanced and unique features of every situation, county employees will, we believe, make their judgments based upon legal principles that minimize the violation of the property owners' rights as well the potential damages for which the county might be liable.

Although Smith's rights were clearly violated, it is less clear, however, that the "devastation" of the property referred to by Smith in his public interviews was caused by the County's unauthorized action as opposed to the cumulative effect of repeated flooding, storms, other natural

action, or other human activity. The Grand Jury has found no direct or credible evidence that the County did unauthorized work on the upland side of Smith's property or that they took actions which necessarily increased the visibility of the condominiums from the only location on the property where Smith could have constructed a residence. Also, there is no indication that the County did work on the property between Smith's initial complaint in 2005 and his more urgent and angry complaint in March of 2007.

Smith first complained to the County between late July and early September of 2005, suggesting that the County's crews had damaged the property in question. He next complained about the damage in March of 2007. While recollections differ as to the County's response to Smith's initial 2005 complaint it is clear that the 2005 complaint was lesser in substance and intensity than that made in 2007. No credible, satisfactory explanation for this difference or for the substantial delay in taking further action has been provided to this body. Smith and the two other persons present at the property when the 2007 complaint was first asserted to the County have provided differing and to some degree irreconcilable versions of the event. We have also been provided no satisfactory explanation why, if his property had been devastated by County action in 2005, Smith would list the property for sale as a "beautiful custom home site" at a price of \$400,000 from July 2006 through December of that year.

Within weeks of making his 2007 complaint to the County about the unlawful entry and alleged damage to his property, Smith consulted with a prominent local attorney specializing in inverse condemnation cases. It is the Grand Jury's understanding that while sovereign immunity limits the

County's civil tort liability to a maximum of \$100,000, this limitation does not apply if the County's actions amount to a government "taking" of all or part of the property. In such a situation the property owner is entitled to the value of his property at the time of the alleged "taking" (or the value of that portion or interest that was taken along with damages suffered to the remaining property as a result of severing that interest). The owner would also be entitled interest from the date of the taking, expert witness fees, and attorney fees. On March 15, 2007, the County received a letter from this attorney which claimed that the "pastoral setting" of the lot had been destroyed. The letter suggested the County purchase the property and, if they did, so his attorney fees would be much less. The following week the lawyer contacted the County and indicated the letter was sent without his client's express approval. He withdrew from his representation of Smith, thus authorizing County Officials to deal directly with Smith himself.

Testimony from this lawyer revealed that his legal analysis suggested that the County's action had amounted to the taking of a drainage easement over a portion of the wetlands on the western side of the property. He opined that considering the necessity of expert witnesses and legal fees the County's liability could reasonably be over \$100,000.

Shortly after this lawyer's withdrawal from the controversy, an assistant county attorney met with Public Works employees. The staff's justification for the County's entry and actions were discussed, but the issue of whether the property had been significantly damaged was not resolved. Nonetheless, there were legitimate concerns that the County's entry and work upon the property could be construed as a "taking". At approximately

this same time the Public Works Department indicated, that independent of Smith's allegations of damage and his threat to sue, the Smith property could be used by the county as a "staging" area to park vehicles and equipment and as a point of access to the creek well north of the County's nearest other access at East Lake Drive. The County Administration then began efforts to purchase the property from Smith.

The Grand Jury has determined that the property north of Tarpon Woods Boulevard is within the Brooker Creek drainage basin and frequently floods, leaving residents stranded and with limited access to emergency services. There is considerable disagreement among knowledgeable County experts, however, as to whether Smith's property will be of any benefit in reducing this problem. At least one long-time County employee, who has studied the issue for over two decades, believes that elevation studies prove that the buildup of silt in Channel A north of Tarpon Woods Boulevard is responsible for the flooding of these neighborhoods, resulting in standing (not flowing) water flooding the area for extended periods of time. In his opinion, increasing the flow potential south of the Tarpon Woods Boulevard Bridge will have no effect on the problem. For these and other reasons, the County has seriously considered purchasing either the entire golf course immediately north of the road or purchasing an easement over golf course property. Thus, while the Smith property may have real value to the County as a parking area and access point, its utility in preventing recurrent flooding is wholly speculative and hotly debated.

It should have been obvious to all concerned that the purchase of property by the County from an elected County official would receive

enhanced public and press scrutiny. While some lower level staff members recognized the need for greater sensitivity to the potential public perception of the transaction and the resultant greater need to follow time-consuming and thorough procedures, this is not what occurred. Once the County expressed interest in purchasing the property, the County Attorney's office conducted no further investigation and made no attempt to judge the value of Smith's potential lawsuit in relation to the value of the property, even though, in the mind of County Administrator Spratt, resolving this claim remained one of the justifications for purchasing Smith's property. None of the standard procedures involved in resolving tort litigation, such as the obtaining of releases, were followed. Additionally, since the measure of damages in an inverse condemnation claim is the value of the property at the TIME OF THE TAKING and Smith had previously listed the property for \$400,000, purchasing the property at its 2007 value (after the alleged damage had caused its value to be reduced) did not necessarily resolve his right to seek legal recourse.

We have determined that County Attorney Churuti brought up the progress of the Smith purchase as an area of concern in virtually each of her weekly meetings with County Administrator Spratt and, as a result, he felt pressured to resolve the claim and to purchase the property on an expedited basis. He assigned one of his Chief Assistants to directly handle the negotiations with Smith, despite that assistant's lack of experience in real estate transactions and despite the fact that such negotiations are normally handled by the real estate professionals within the Public Works division. County emails, probably referring to Spratt, reflect pressure from "above" to speed the completion of a commissioned outside appraisal of the property

even if it meant increased costs to the County. Supervisors had already indicated to staffers that the matter was to be made a "priority".

The utility of this outside appraisal in accurately assessing the current market value of Smith's property remains open to question. The appraiser made only a cursory inspection of the land, did not view the creek, and based his evaluation of the property almost entirely on the amount of uplands, an area figure which was supplied by the County as being 1.03 acres. The source of this figure appears to be an inspection and resultant, April, 2007, email from a County Environmental Support Services employee which estimated that the property was approximately 70% uplands and 30% wetlands. It appears that this uplands estimate was similar to, but about 10% higher, than that indicated in previous County surveys. This percentage was apparently converted to an acreage figure and then to square footage and used by the outside appraiser to value the property. Comparing Smith's property to four other properties (none of which involved wetlands property and one of which was located in a gated community), the outside appraiser valued Smith's property at \$5.60 per square foot of uplands (over 44,000 square feet per the appraisal) or \$250,000. The appraisal itself contained a number of red flags or contingencies, outlining the appraiser's lack of expertise in wetlands evaluation and his acceptance of the accuracy of the 1.03 acre estimate of uplands.

The imprecision of the appraisal is highlighted by the fact that the initial appraised value was \$290,000, but was considered overpriced by some County staffers, and was quickly adjusted down to the final \$250,000 figure. On May 1, 2007, following the completion of the County's outside

appraisal, the County Environmental Support Services employee (whose email had been the basis for the 1.03 acre estimate of uplands) submitted his more detailed written report to the County. Although that report does not directly mention the previous 70/30 split in uplands verses wetlands, it notes that the site plan previously submitted by Smith did not include the 100 year flood plain datum which was "essential" for a "legitimate real estate assessment". The report further noted that all of the Smith property was located within the 100 year flood plain. Thus, although residential development of the lot would require the builder to insure that flooding issues would not be imposed on other land parcels, the lot did not appear to offer any opportunities for this type of 100-year flood plain "compensation". His report further noted that the land value should be degraded since greater than 60% of the site is part of the Brooker Creek 25-year floodway and wetlands community. It concluded that due to the several impediments to development of the lot and the relatively small area that was not encumbered by the 25-year flood-plain, as well as wetland/upland buffer issues, the "parcel has limited feasible development value." It is not clear if this additional information, which post-dated the County's rushed appraisal, was utilized by those involved in the "negotiations".

A copy of the outside appraisal of \$250,000 was supplied to Smith. The County initially offered \$200,000 then accepted Smith's counteroffer of \$225,000 for the property. A contract was drawn up, subject to the approval of the County Commission.

Although County Administrator Spratt had attempted to individually make all of the County Commissioners aware during his weekly agenda

briefings that the property being purchased belonged to the Property Appraiser and had also advised Commissioners that the acquisition was recommended by staff, and that the purchase price was below appraisal value, several Commissioners were completely unaware that the decision to purchase had been preceded by a threat to sue the County.² No public discussion took place before the unanimous Commission vote on June 5, 2007 to buy the property that would have in any way alluded to the owner of the parcel being an elected official.

The Grand Jury also determined that subsequent to the Commission's vote, County real estate workers felt pressure to quickly set a closing date for the property, initially as early as June 22, 2007. The date was ultimately set for June 29th in time for Smith to use the proceeds at a closing on a new residence.³ (The County's contract provided that the closing could be set at any mutually agreeable time within 60 days of the Commission's June 5th approval of the purchase.)

Subsequent to inquiries by Times reporters, the County Administration apparently became more concerned about the accuracy of the appraisal and sought to delay the closing to have the appraisal reviewed. The Assistant County Attorney working on the sale indicated that delaying a set

² One Commissioner was out of town and did not receive an agenda briefing before the meeting during which the purchased was approved and was unaware of the Property Appraiser's involvement. Another Commissioner did not receive an agenda briefing but had been advised by his administrative assistant that Smith was involved.

³ It should be noted that although Smith had recently divorced and in March of 2007 would have been looking for a new, permanent residence, he had substantial, but probably less liquid assets upon which to draw if the County purchase fell through. The closing on his house was delayed and did not occur immediately after his closing with the County.

closing date was unwarranted since it had been mutually agreed upon and since a review of the prior appraisal could not change the County's contractual obligation to purchase the property at the contract price of \$225,000. County Attorney Churuti did not participate in this decision, but subsequently affirmed her assistant's advice. While lawyers might disagree on the contractual import of seeking such a delay, the Grand Jury finds no impropriety in the County Attorney's advice not to delay the closing once the County had contractually committed to purchase the property at a given price.

Subsequent to the sale of the property, County Administrator Steven Spratt learned through newspaper reports that the County Attorney, Susan Churuti had the County Commission Chairman and Property Appraiser Jim Smith each sign what Churuti later referred to as a "waiver of conflict". These documents purport to have been drafted on March 19 and appear to allow her to represent both the County and Smith concerning her "investigation" into Smith's claim that the County had damaged his property. Churuti assigned a newly appointed Senior Assistant County Attorney to meet with members of the Public Works Staff. After hearing the somewhat conflicting claims of staff members concerning whether any significant damage had resulted, it was nonetheless clear that the County had entered Smith's property illegally. She reported on this meeting to Churuti. The assistant was never asked to investigate the validity of the claims and merely told staffers that she was available for further consultation if needed. Once County staffers suggested the property would be useful as a staging and access area no further assessment was done. Thus, no one in the County Attorney's office attempted to evaluate the extent of the County's financial

exposure or whether Smith's claim realistically applied to the entire parcel or only a relatively small and inexpensive portion of the property.

Under the County Charter, the County Attorney is a full time employee with the responsibility to represent the County against all claims and to represent elected Constitutional Officers in their "official capacities". It is self-evident that Smith's potential legal claim against the County did not involve either his individual liability or the liability of his agency as a result any actions done in his official capacity, but was a private damage claim asserted in his individual capacity against the governmental entity Churuti was contractually and ethically bound to defend. In fact, Florida Statute 112.313(16) specifically prohibits local government attorneys from representing any individual in a claim against the agency which employs them. Moreover, the Rules of Professional Conduct of the Florida Bar provide that a client waiver of conflict is ineffective when the representation is "prohibited by law". Rule 4-1.7(b). Under these circumstances, Ms. Churuti's conduct in having these waivers signed, without the knowledge of the County Administration or the remaining Commissioners, is both perplexing and misleading, in that it implies Churuti could and would represent Smith in his claim against the County while at the same time advising the County of how to resolve the claim.

While we do not find that Ms. Churuti provided "legal" representation to Smith in this transaction, we do find that her use of the waiver form, her actions during meetings with Mr. Spratt, and statements Spratt believes she made to him, created the clear impression that she was representing Smith. It

is the consensus of the Grand Jury that, instead of creating ambiguity concerning her role, it was her responsibility to make it unmistakably clear to Mr. Smith that she could not and would not legally represent him either in settling his inverse condemnation claim against the County or in negotiating the sale of his property to her employer. Her failure to do so has served to exacerbate the public perception of favoritism and to undermine the confidence of the county employees and Commissioners who rely on her office to supply them with unbiased legal advice free from disclosed or undisclosed conflict. While it is perhaps understandable that Ms. Churuti may have felt that eliminating a contentious outside lawyer would make the negotiations go more smoothly, this cannot justify the engendering of confusion over who her true client was.

Although there could be additional expense to the taxpayers and although it is unlikely that these circumstances would be replicated, the County Commission should review Sec. 4.02(c) of the County Charter and make a determination as to whether the County Attorney should continue to represent the County Constitutional Officers named in Sec. 4.03 of the Charter.

One of the most perplexing areas upon which the Grand Jury received testimony is the proper valuation of the Smith property. Initially purchased by Smith for \$15,000 in 1994, Smith's own office had determined the property consisted of 1.24 acres of wetlands and .23 acres of uplands and found its taxable value to be \$14,000 in 1998, \$24,600 in 2002, \$54,700 in 2005, and \$59,400 in 2006. This division between types of property, which would dramatically affect the overall parcel's value, occurred after Smith had met personally with the employee his office had assigned to evaluate his property and shown her a site plan showing the very limited area which

could be built on. Throughout the twelve years that Smith owned the property, his office assessed the taxable value of the wetlands portion of his property as being only \$5000 per acre.

In stark contrast to the data used by the Property Appraisers office, the County supplied its retained appraiser with 2007 figures estimating 70%⁴ (1.03 acres) of the property to be uplands. This resulted in an initial appraised value of \$290,000 which after discussion with the County was quickly amended from a price of \$6.50 a square foot to \$5.60 per square foot of uplands to reach a \$250,000 valuation. As indicated earlier, the appraiser may have relied on the County's acreage figures without fully considering the impediments to building listed in the previously mentioned May 1st report and their potential effect on the property's fair market value.

The Grand Jury realizes that the County and the County Appraisers Office have access to different data and that they may be using somewhat different terminology in defining the uplands or usable portions of the property. Even taking these factors into account, it is difficult to explain the five-fold difference in the estimate of uplands on the property between the County and Property Appraiser and the almost four-fold difference in value between the Property Appraisers taxable value and the amount the County paid for the property. Smith, of course, has on at least one occasion, speculated that the County's dredging actions may have significantly increased the amount of upland, thus explaining the past discrepancies.

⁴ Earlier County survey data had estimated the amount of uplands at .92 acres, somewhat less than the estimate given in the April email. However, since a new survey would have cost the County around \$5000 it was determined cheaper to simply go with the newer, slightly higher estimate than pay for a new survey.

Perhaps the real difference lies in the fact that the County surveyors and the Property Appraisers office do not routinely share data and that this somewhat unique, undeveloped and wooded lot combines wetlands and uplands that, at least in the past, might not have been consistently discernable from aerial mapping photographs.

This issue is made even more confounded by Smith's own sworn evaluations of his lot's value which contradict both the County's appraisal and his own Office's repeated assessments. Elected public officials are required to file annual reports, under oath, detailing assets, including real estate, and their actual value. Smith's 2004 report, filed under oath before he says he learned of the alleged damage caused by the County, listed the property's value at \$90,000 as of June, 2005. His 2005 report swears the properties value to be \$150,000 as of June, 2006. Incredibly, his sworn 2006 report, which was filed in 2007 after receiving the County's appraisal and after the County agreed to purchase the lot for \$225,000, lists the property's value at \$179,800 as of June 6, 2007 (the day after the Commission approved Smith's contract and three weeks before his deadline to file the disclosure report.)

These valuations cannot be taken lightly. Smith, as the County's elected Property Appraiser, is not inexperienced in the factors affecting land value. Not only are the reported values under oath but the 2006 financial disclosure (filed June 6, 2007) was made with full knowledge of the County's estimate of uplands, of the County's \$250,000 appraisal and of the County's \$225,000 purchase price. Moreover, Smith was assisted by his most experienced appraiser in reaching the \$179,800 valuation. Thus, rather

than purchasing the property at \$25,000 under its value, the County paid Smith \$45,000 more than he believed it was worth in 2007 and between \$75,000 and \$135,000 more than he believed the property to be worth during the years it had purportedly been “appropriated” by the County’s actions.

After a thorough look at the circumstances concerning this transaction, the Grand Jury does not find any evidence that officials maliciously abused their public positions. A number of public officials, including Commissioners, as well as employees, attorneys and administrators, each missed their opportunity to foreclose the now clear public perception that Smith was receiving favorable treatment due to his elected position and contacts within the County government. In the unusual circumstance that an elected official threatens a personal damage suit against, or wishes to engage in a significant financial transaction with the County, it is imperative that normal, objective procedures not be short circuited through rushed appraisals, confused attorney loyalties, or the failure to consider all appropriate alternatives. Had the County taken time to fully assimilate the discrepant values and supposed amounts of usable upland relating to the lot, it might still have decided to purchase Smith’s property for \$225,000. Its failure in this responsibility has made it virtually impossible to assure the citizenry that they would have in fact done so, or that regular citizens would receive the same expedited treatment from high ranking officials.

The Grand Jury also believes that the public would have been better served had the Property Appraisers ownership of the property being purchased been publicly disclosed and the subject of open discussion at the

time the Commission approved the purchase contract. Such a discussion could have resulted in the exploration of other alternatives to purchasing the entire property and would have certainly reduced the specter of secrecy and the concomitant suspicions that even unintentional concealment arouses.

In addition to the recommendations noted above regarding legal guidance to the County Staff and the County Attorney's duties pursuant to the County Charter we also make the following additional recommendations:

We recommend that the County review the placement of the County Real Estate Division within the County's organizational structure. Currently it is within the Public Works Department which is necessarily involved in significant real estate purchases. Moving it to another department would create independence and avoid potential conflicts.

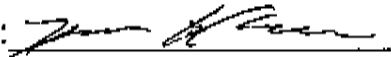
Lastly, we recommend that a copy of this presentment be provided to each member of the Pinellas County Legislative Delegation and further that the legislative delegation seek enactment of a law providing for an independent review (perhaps by the Department of Revenue) of appraisals of property in which any County Property Appraiser has an interest. This would help insure confidence in such appraisals.

In closing, the Grand Jury notes that it is unfortunate that the cumulative omissions of a relatively small number of officials and employees may cause the claim of improper favoritism to stain the reputation of the thousands of dedicated County workers, both in the County Administration and in the Property Appraisers Office, who work diligently

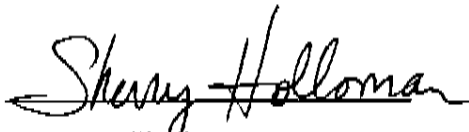
on a daily basis to improve the services provided to the citizenry and as a result improve the quality of life in Pinellas County. Thus, the significance of this incident should be placed within the perspective of over three decades of scandal free governance. Compared to those prior incidents, in which elected officials solicited or accepted bribes and went to prison for their conduct, the mishandling of this transaction might seem to be relatively minor. It, nonetheless, should serve as a reminder to all Officials and public employees that every citizen is entitled to prompt, fair and unbiased treatment and that maintaining both the integrity of government and the public's perception of that integrity will require continuing vigilance.

All public officials should be keenly aware that in current times the public's trust in government is particularly fragile. The breath of scandal surrounding this affair we believe will, unfortunately, have a lasting impact on how the citizens of Pinellas County view its officials and government. It is incumbent on all County officials to take all steps necessary to restore confidence in our government.

Respectfully Submitted
THE GRAND JURY

By: 
Foreperson

ATTEST:


Clerk