

IN RE: PALMER TRINITY PRIVATE SCHOOL VS
VILLAGE OF PALMETTO BAY

CASE NO: 08-28977 CA 30
08-245-AP
3D09-1587

VILLAGE OF PALMETTO BAY VS
MIAMI-DADE COUNTY

CASE NO: 08-14156 CA 27

ORIGINAL

Deering Estate Visitor Center
16701 Southwest 72nd Avenue
Palmetto Bay, Florida
Monday, June 29, 2009
6:00 P.M.

APPEARANCES:

Ron Williams, Village Manager
Eve Boutsis, Village Attorney
Shelley Stanczyk, District 3, Council Member
Eugene Flinn, Mayor
Edward Feller, Council Member, District
Howard Tendrich, District 2, Council Member
Brian Pariser, Vice Mayor

1 MR. FLINN: Call the meeting to order.

2 MS. BOUTSIS: Thank you, Mayor. As the
3 Village attorney I have requested that we need
4 a new attorney-client session regarding the
5 Village in defense of certain legal actions
6 entitled Palmer Trinity Private School versus
7 The Village of Palmetto Bay. Under the Circuit
8 Court case number 08-28977 otherwise known as
9 the original action Palmer Trinity versus in
10 the Village in the Appellate Court case number
11 08-245-AP. And also the Third District Court
12 of Appeals case. Same title, 3D09-1587.

13 This meeting is now being held on Monday,
14 June 29th. It is 6:00 p.m. And just for the
15 record we have all the way to the right
16 Mr. Williams. We have myself, Eve Boutsis, as
17 the Village Attorney. Councilwoman, Shelley
18 Stanczyk. Mayor, Eugene P. Flinn.
19 Councilperson, Dr. Edward Feller.
20 Councilperson, Howard Tendrich. Vice Mayor
21 Brian Pariser.

22 Again, the court reporter shall record the
23 time and termination of the session, all
24 discussions and proceedings that occur. The
25 names of the persons present at the time of the

1 session. And all persons speaking. The
2 transcript shall be made a part of the public
3 records upon the conclusion of the litigation.
4 And, of course, we're here to asses settlement
5 and/or litigation strategy in all of these
6 cases. Thank you for being here.

7 In our last attorney-client session we
8 talked about meeting after the election, the
9 special election, so we're now here. And we
10 also have in front of you I've submitted to
11 everyone the Bilzin Sumberg letter of June
12 23rd, 2009 with their three page proposal for
13 settlement.

14 Before I go on I was asked a couple of
15 questions that I think I should just address
16 right off the beginning. Basically about
17 Senate Bill 360 very briefly. It's a very
18 convoluted law. It has a lot of different
19 issues. And it can affect our litigation as
20 far as any rezonings and the transportation
21 element of a rezoning. Ultimately there may be
22 a challenge by another city as to the
23 affectability of Senate Bill 360. And as you
24 know they may be asking other cities to join
25 that. We can deal with that in an open

1 session. That's not something for discussion
2 in here.

3 Senate Bill 360 extends all permits by two
4 years whether they're expired or not. And
5 basically it takes away transportation
6 concurrency as an element for keeping
7 development within lines for state roads and
8 local roads. There is a language in the Senate
9 Bill 360 that has been in acted talking about
10 the state imposing a mobility fee, but that
11 mobility fee has not yet been implemented. It
12 has not been passed as law as what that will be
13 or how that will be implemented.

14 Ultimately Dade County is exempt from the
15 transportation and concurrency, but the
16 different municipalities within it are not.
17 There's actually a list. And Palmetto Bay is
18 listed on that list. So they don't even
19 understand how to work the statute within
20 itself, because if the county is exempted
21 shouldn't the Villages or the cities
22 municipalities within that county be exempted
23 and they don't know the answer to that. So
24 it's a very convoluted law that could impact us
25 litigation wise. Okay.

1 And I also sent you some other information
2 via e-mail on that Senate Bill. So I'm not
3 going to spend too much more time on that.

4 At this point I'll leave it open to
5 discussion unless you'd like something else
6 from me. I really -- I don't want to get into
7 the merits of each and every item that they've
8 listed in here. But whether there's anything
9 in here that you would like to counter propose
10 or you would like to do a counter proposal,
11 what is it that you'd like to say?

12 MR. PARISER: I have a question. If it
13 goes to the Third D.C.A. --

14 MS. BOUTSIS: We don't have it recorded.

15 MR. PARISER: If it goes to the Third
16 D.C.A. and we're affirmed, where does that put
17 Palmer Trinity?

18 MS. BOUTSIS: They still have their
19 original action. They still have their Bert J.
20 Harris Claim.

21 MR. PARISER: But what about a new
22 application?

23 MS. BOUTSIS: And they have their other
24 application that was filed before our
25 moratorium.

1 MR. PARISER: And an amended application?

2 MS. BOUTSIS: I don't know what to
3 describe it, but it's another application that
4 has been filed.

5 MR. PARISER: Okay. And that will or will
6 not be effected by the charter?

7 MS. BOUTSIS: It would be a subject of
8 more litigation because we could argue either
9 way. I mean it could be zoning in progress and
10 the adoption of the charter. And they would be
11 objecting for the opposite tenure.

12 MR. PARISER: I was waiting for two things
13 to happen. I thought the cert would be turned
14 around a lot more quickly. They've accepted it
15 and they want to respond. That doesn't mean
16 they're going to -- the Third D.C.A. is going
17 to rule with them or not. And I wanted to see
18 the election. I'm still of the opinion let it
19 go to the Courts.

20 MR. TENDRICH: First of all, I was looking
21 at this enrollment thing. And in the paper
22 they're saying a max of 1,150. But if you look
23 at the enrollment it goes out to 1,250.

24 MR. PARISER: I believe that was a
25 mistake.

1 MS. BOUTSIS: I believe it to be a mistake
2 because all of the representations are 1,150.
3 So if that was an issue we can make sure that
4 they clarify the map.

5 MR. FLINN: What are the process of moving
6 to -- I'm sorry, go ahead.

7 MR. FELLER: I wanted to say as a starting
8 issue. This is the schools proposal to speak.
9 They can't speak to us about the number of
10 students. The schools proposal to speak to the
11 neighbors and see if everyone could agree on
12 some numbers even before it comes to a hearing.
13 This does not include our Council, of course.
14 My problem with just saying let the Courts just
15 handle it is between their suits and I'm sure
16 suits against the charter change that has just
17 passed in the election. I anticipate we have
18 several three, four hundred thousands dollars
19 in legal fees over the next few years fighting
20 this issue.

21 MS. BOUTSIS: That's probably true.

22 MR. FELLER: And I just don't want to
23 spend four or five hundred thousand dollars
24 fighting this issue. That's all.

25 MR. TENDRICH: I feel that --

1 MR. FLINN: Let's go all the way down.
2 Brian, I think we need to share some leadership
3 here on this. In terms of that I'm just not
4 going to put it in the hands of the Courts. I
5 think that we need to put out some demands for
6 settlement, which include by the way the
7 Village is more than just the surrounding
8 neighbors. It's everybody. And everybody has
9 to have a voice in it. And at the same time
10 the school is, you know, has not done their
11 job. They've done an absolutely miserable job.
12 They've created this situation. And I'm not
13 going to solve it for them. They need to solve
14 it. I would not be supportive of any
15 settlement that doesn't start with them having
16 a public meeting and reaching out. And having
17 almost like a public SHRET. They need to make
18 the case for what they need, why they need it
19 and let's see what the general population of
20 Palmetto Bay has to say about that. So to me
21 anything short of that is a non-starter. But
22 I'm going to subject this Village to a Bert
23 Harris Claim. I think it's as -- I think it's
24 as frivolous as lot of their actions have been
25 so far. But, you know, the saying occasionally

1 even a blind squirrel finds a nut. How many
2 times can Bilzin and Sumberg continue to be
3 wrong. The streak is going to end at some
4 point. And they've been rolling gutter-ball so
5 far, but one of those beers is going to kick in
6 and they're going to get it down the center of
7 the lane at some point.

8 The main question I have though is they're
9 relying so heavily on, you know, in the banter
10 I hear from them is in regards to Judge
11 Schwartz. Judge Schwartz. Judge Schwartz. I
12 began to fear that they have some expectation
13 that Judge Schwartz is going to be their
14 savior. And I have a well founded fear based
15 upon the information that I have that we may
16 not get a fair hearing if Judge Schwartz is on
17 the panel. And I at that point would ask you
18 to determine based upon what I consider to be a
19 good faith well founded fear whether we have
20 grounds for recusing Judge Schwartz from the
21 Third D.C.A. And it's way too centered on one
22 individual. They seem to pin their hopes on
23 one individual. I personally know Judge
24 Schwartz. I think that he's a very good
25 jurist. A very fine jurist. And because of

1 that I think he would step aside if we
2 presented a legally sufficient motion.

3 My question is whether we have the grounds
4 and I would ask for you to investigate that.
5 But to me it seems way too focused on Judge
6 Schwartz. And I don't think it's fair to him
7 in terms of they seem to be depended upon him.
8 And I don't know what kind of undue or I hope
9 there's no undue influence being attempted on
10 him. But it's way too focused on an
11 individual. I don't know what the actual count
12 is on judges in the Third D.C.A. But they're
13 depending upon him. And if he ends up on that
14 panel because he's the supposed expert on
15 reverse zoning, reverse spot zoning, I would be
16 very concerned.

17 I think that you can file a Motion for
18 Recusal before the panel. It's usually part of
19 the docketing statement. They do ask the
20 question do you know of any judges that should
21 be recused. And I think that if we have not
22 filled out the docketing statement that we
23 should. And we should begin the process.

24 MR. FELLER: Do you have to have a reason
25 why you --

1 MR. FLINN: Well, you have to have a well
2 founded fear.

3 MR. PARISER: It better be a well founded
4 fear.

5 MR. FLINN: Well, if it's legally
6 sufficient they can't go --

7 MR. PARISER: He does live in Palmetto
8 Bay.

9 MR. FLINN: Does he live in Palmetto Bay
10 or does he live in Pine Crest?

11 MR. PARISER: I think he lives in Palmetto
12 Bay.

13 MR. FLINN: So he may be too close to the
14 issue. But I think it's risen to the level of
15 where Bilzin and Sumberg is bantering him about
16 unfairly as their proposed savior on this case.
17 And I don't really feel comfortable discussing
18 it at this point here. But I would -- I'm just
19 raising the issue and asking our attorney to
20 review that issue.

21 MS. BOUTSIS: I will do so.

22 MR. FLINN: Because it is a serious matter
23 when you move for recusal. I don't take that
24 lightly, but at the same time I'm beginning to
25 develop a well founded fear that they have some

1 sort of expectation that he is going to do
2 something for them, which makes me fear my
3 position. And I want to be very comfortable
4 with Judge Schwartz. He's one of my favorites.

5 On the other thing as I said I would like
6 to take charge. Would like to get this thing
7 settled. We obviously can't contract zone. I
8 don't know how much more, you know, I mean
9 maybe a Stanley Price, and I don't want to
10 personalize this, but maybe the school has
11 gotten slapped around to the point to where
12 they're logi and have no concept or grasp on
13 reality. But the election really did speak
14 loudly in terms of that. And they've got a
15 duty to reach out.

16 This Council has voted through some very
17 controversial things like putting parks in
18 neighbors. But all that has been done after a
19 public planning process. And I think that
20 they -- you know I will concede that possibly
21 they aren't going to start all over again with
22 their plans. But I think it's incumbent upon
23 them to meet with the Village, the interested
24 people, and make a case for what they need, why
25 they need it. And they really publicly bet

1 that. It gives people better understanding
2 and, you know, the bully tactics of their -- it
3 hasn't worked yet. I don't know why they
4 continue with it. D3 hasn't spoken and then
5 we'll on.

6 MS. STANCZYK: Well, it's hard to consider
7 this seriously because there's a number of
8 issues in here that aren't really a settlement
9 offer. They're just let me see what you can
10 do. But we're going to continue on, so that
11 would be my best comment I guess.

12 MR. FLINN: Okay. Vice Mayor?

13 MR. PARISER: I have no problems talking
14 to people. The way I read Stan Price's letter
15 is that's their bottom line. And I really
16 think it's centered around the number of
17 students. So I mean I do not see them in
18 reality lessening the number of students.
19 They're at 1,150. And maybe they'll take 50
20 off the table or something like that. And I
21 don't know that would satisfy the Council. I
22 know wouldn't satisfy the other people who are
23 out there who, you know, would push the
24 charter. There are something like 800 or 900.
25 So those two sides are never going to meet. So

1 I mean unless there's a magic number. I don't
2 know what else they can say. You appropriately
3 denied their application. It was upheld by the
4 trial level. Then you go to the Appellate
5 level and see what they have to say.

6 MR. TENDRICH: First of all if you add the
7 numbers to the last three years they add up to
8 what they say is not 1,150. So where they got
9 it from I don't know. But I think -- I have to
10 disagree with the Vice Mayor.

11 I feel we were elected by the public and
12 we should make the decision as to what should
13 be done. I hate to throw it to a judge. I
14 don't know the judges, but I feel it's up to us
15 to make the decision as to how many students.
16 What we should do to -- I mean no one is going
17 to be happy. I mean the people around them
18 would like them to add probably 500 students.
19 They probably would like to have 2,400. And if
20 you figure the size of the property that they
21 have, you know, the number of the students per
22 acres they could have more student per acres
23 than they're asking for. I mean I guess if you
24 look at Southwood with a smaller portion, I
25 don't know how many students it has, but it's

1 probably more than --

2 MS. BOUTSIS: It's approximately I believe
3 1,600 over in the five acres.

4 MR. TENDRICH: But I think the Council
5 should be the ones to make the decision and not
6 a judge.

7 MR. FLINN: Southwood is about 1,600 plus
8 in ten acres. Coral Reef Elementary is about
9 865 to 900 students on five acres. So all
10 right. D3?

11 MS. STANCZYK: I did want to make one
12 other comment. I was trying to avoid a sneeze
13 earlier. Sorry about that. No, I think having
14 the SHRET. I support the Mayor in that concept
15 because it's one thing that they have never
16 done is reached out to the neighbors. They had
17 a SHRET, but the SHRET was by invitation only.
18 It was not to the community, the surrounding
19 neighborhood or the Village at large. I think
20 if one could hope that once they met with the
21 Village residents that they would experience
22 the need for some give and take. I don't think
23 a SHRET as a planning vehicle should be a show
24 and tell. It should be a show, tell and let's
25 work together. I think that's where they've

1 never gone. And that would be important. And
2 if the residents were to feel that they were
3 getting that opportunity I think you might see
4 some movement.

5 MR. FLINN: Well, and that's the thing. I
6 just want to respond to that, because we're
7 getting hung up on numbers of students. And,
8 you know, we've got the school at one side.
9 Let's just look at worse case scenario. You've
10 got the school that wants to maximize the
11 number of students. And you have the
12 residents, and there may be some in there, and
13 I'll guarantee you there's not absolute
14 unanimity of opinion within either side. I
15 think you have a lot of different opinions
16 within the neighbors. And you have a diversion
17 of opinions within the school board of the
18 directors in that as well. But some people
19 want to see the school so small to where it's
20 not financially viable and they go away. And
21 then you have the school that feels they do
22 compromise.

23 I quite frankly do think the school has
24 comprised quite a bit on the number of students
25 in terms of what they could put there. I just

1 want you all to know if a judge decides a judge
2 will not weigh in in between and cut the baby
3 in half here. A judge will make an award one
4 way or another. And it's great if he rules for
5 the neighbors so we could survive a Bert Harris
6 Claim, which I don't believe that we are
7 subject to a Bert Harris Claim. But at the
8 same point if the judge decides to get it they
9 could end up with 2,400 students on that piece
10 of property itself so. Sometimes you have to
11 save people from themselves on this.

12 And, you know, Brian you once said that
13 litigation is to support a case. And it's
14 not -- sometimes it's not a matter of just
15 spending the money. It's a matter of did you
16 do the best deal that you can. I mean I can't
17 make a client settle. I've strongly
18 recommended against settlements and had clients
19 take them over my object. And I've strongly
20 advocated for settlements and have them refuse
21 settlements. And I've had them be right. And
22 I've had them be wrong. And when they're wrong
23 by the way they don't acknowledge that they
24 should have taken what I did. They always
25 throw it back in the lawyers that you didn't do

1 your job.

2 And I never really realized that this is
3 what was going to happen. Because I will tell
4 you right now the neighborhood view if we lose
5 this in Court, and they have 2,200 kids, we're
6 going to be at fault. Somehow we didn't do all
7 we could do in the lawsuit. So nobody should
8 foul themselves that we can just point our
9 finger to the Third District or whatever.
10 Because we are judged every day on the results
11 of what we decide and don't decide. And when
12 we decide the wrong way, but nobody gets hurt
13 it's never an issue. But when we've decided
14 the right quite a bit and it still happens, so
15 we're in a no win situation. Yes, D1?

16 MR. FELLER: My problem is not that I
17 liked the way the school treated everyone over
18 the last ten years because I don't. That's
19 part of the problem with this. My problem is
20 that even if we win this, for the Court issue
21 now with 360 as the law, and with the new
22 application that does not require any variances
23 at all as I've been told, I find that in my
24 opinion it may well be that down the line one
25 or two years after spending large amounts of

1 money in litigation whether you win or lose the
2 litigation, you can't stop them from doing
3 whatever they want to do. And I'd like to -- I
4 like the Mayor's idea to try to get the Village
5 involved in what we should do. Not a small
6 group of people around the school. But I don't
7 know how this is going to end up. I mean I'm
8 just pessimistic that it's going to go through
9 several years of litigation and in the end
10 result they're going to do whatever they want
11 to. And I'd like that not to happen. I'd like
12 to have somebody role and direct in how it's
13 going to be, which I think it's our councils
14 job.

15 MR. FLINN: Hey, well, their architect
16 likes to get out there and say they had
17 meetings. And she likes to make a case that
18 it's not -- that everything is wonderful and
19 it's going to be the best thing since -- and
20 we're going to have newly developed development
21 there from that one guy that wrote in yesterday
22 in the Herald. So I think we ought to submit
23 our own. Take it or leave it settlement
24 proposal that would be --

25 Let me just make some of my suggests.

1 Number one, that Palmer Trinity fund notice and
2 hold a general meeting for the public at which
3 time they will have their architect there.
4 Their school people. And make a presentation
5 of what they are. The neighbors will be
6 invited to participate in that. And let them
7 make a case. And that will also give the
8 neighbors a chance to make their cases as well
9 for what's in there or not in there. But we
10 can really see what's on the table and there's
11 no more rumors. It's right there for everyone
12 to see.

13 MS. STANCZYK: I just wanted to amend that
14 a little bit. That they present the plan they
15 expect to put forward, because we've got a plan
16 they took for the zoning hearing. We now have
17 another plan. It has to be The Plan.

18 MR. FLINN: Oh, well, if they bring
19 another plan, if they bait and switch it, the
20 meeting is, you know -- you're absolutely right
21 on that. I mean it's got to be what they --

22 Number two would be they'd have to present
23 their plan for mitigating traffic, because
24 personally I want to see that traffic on 184
25 Street, which is where it belongs, the arterial

1 road. I want to see what they would do in
2 terms contributing to the traffic coming on 176
3 Street. And I'd like to see their plan and
4 their contribution for that.

5 Number three would be going through
6 settlement things. Going through and
7 discussing it. But as I said I don't expect
8 and, personally, I wouldn't require them to
9 have a giant kumbaya and everybody saying we
10 all want to sign on and this done at the next
11 zoning hearing. But at the same time I think
12 we want to cure the issue out there which is
13 that nobody is communicating. I think the best
14 way to do it at this point would be to do it in
15 the public.

16 Now I don't think any Council member
17 should be in there at this meeting because this
18 is going to be the subject of a quasi-judicial
19 hearing. And this is really for the residents.
20 And that needs to be in there in a very bold
21 disclaimer or in the instructional that this is
22 a meeting between the parties that is going to
23 eventually come before the Council maybe.
24 Potentially come before the Council.
25 Therefore, no Council member is permitted to

1 attend this meeting. You know, but to me 176
2 is important.

3 Also if they made in there something
4 that -- what I read about the number five. I
5 got another one. They are going to hire or
6 make arrangements to have Village police there
7 to direct traffic and keep it moving. Not
8 coordinate. That sounds like they're going to
9 tell us how to spend our money. They are going
10 to bear the burden of those costs and hire the
11 police officer.

12 Number six, bye bye David Plummer and
13 Associates. Because like I said I think what
14 should happen between the two of them is that
15 David Plummer and Joe Cortino as the Plummer
16 Group -- Plummer and Associates and Cortino and
17 Associates or whatever they are call should get
18 together and between the two of them pick a
19 third one to do it. Because I think both of
20 them are tainted now from this thing. And both
21 of them have an interest in this. And I think
22 that if the two of them could come up with a
23 third party traffic services I think that would
24 very much move things along. Let me just see.
25 Obviously there would have to be a very firm

1 timeframe in there. Let me see what you got
2 here. And I'd actually like to see them in
3 our --

4 Now let me give you some soft things.
5 Those would be my bottom line things there
6 that, you know, if they don't agree to those we
7 don't move forward. But one other thing --
8 well, actually no.

9 One thing I mentioned to our attorney that
10 is here is I wanted to see them whole create.
11 They're going to be our first community
12 relations board that they are going to appoint
13 between neighbors and members of the school.
14 Not that they would enter into any binding
15 agreements, but that they would be a source of
16 communication. That UM does it. Where they
17 have neighbors there. They meet with the
18 school officials and, you know, that is subject
19 to better minds than mine.

20 I mean maybe, again, the Village would not
21 be a part of this sport. That would be a
22 neighbors with school. Where they meet and
23 that's nice. You guys play nice. And it's not
24 for us to get involved and babysit all the
25 time. But that's where they could bring and

1 communicate issues. And I think this could be
2 a great thing in regards to other things that
3 are going on. You want to be a part of the
4 neighborhood.

5 Let me see if this is in here too. I
6 think that by covenant their facility should be
7 open for surrounding Village residents. I
8 don't -- and I know the neighbors did not want
9 this open for rental to other schools in there.
10 But on the other side they are going to built
11 very nice tennis courts. They want to be part
12 of the community. They talked about what a
13 community benefit it will be, well, to me
14 community benefit means that the community can
15 come play in your tennis courts. They can
16 easily, they can easily, design that school to
17 have a central guarded area. A core area which
18 is under guard and no entry. And the outline
19 tennis courts can be and should be opened to
20 specific residents.

21 I once said they're bonded by 184 Old
22 Cutler and canals on both sides. The people
23 that live on the inside of those canals can
24 easily be identified and give an access or
25 however fit we seem to see it. Now I'd like to

1 see, I'd like to see, you know, people be able
2 to -- we got some e-mails about people not
3 being able to fly their kites on the facility.
4 I'd like to see those grounds open. They
5 advertise in their mailers that it's green
6 space and park land, let's open it up for the
7 residents. And by enforceable covenant. I
8 also want to see guaranteed, agreed to and
9 forcibility and procedures put in place for
10 controlling a number of students. We agreed on
11 how they're calculated. And we agree that if
12 they exceeded and fail recure they lose their
13 CL or whatever it takes. But there's got to be
14 enforceability.

15 MS. STANCZYK: Question, Mr. Mayor.

16 MR. FLINN: Yes.

17 MS. STANCZYK: Who authored this document?

18 MR. FLINN: I sat down and I had some
19 talks with Eve on it. It's a proposed letter.

20 MS. STANCZYK: I would suggest that number
21 16 does not belong in this document. It's a
22 zoning issue. It's a settlement offer. And
23 that issue is something of contention. And
24 cannot be agreed to.

25 MR. FLINN: All right. But we need a

1 number 16.

2 MS. STANCZYK: Then move 17 to 16.

3 MR. TENDRICH: 16 sounds fine.

4 MR. FLINN: I mean we can strike it for
5 now.

6 MS. STANCZYK: It's being used. It's a
7 buffer that's being used.

8 MR. FELLER: That's something that can
9 come up in the open hearing.

10 MR. FLINN: Well, okay. So I think right
11 now that's --

12 MS. BOUTSIS: It can come out.

13 MR. FLINN: Number 18 I'm looking at this
14 too. Does number 18 protect us in terms of our
15 prior recommendations from our prior zoning
16 director --

17 MS. BOUTSIS: That's my intent.

18 MR. FLINN: -- all those of null and void?

19 MS. BOUTSIS: That's what I'm trying to
20 do.

21 MS. STANCZYK: Okay. That would be good.

22 MR. FLINN: And that's what I wanted.

23 Basically the original recommendation is null
24 and void. We start from ground zero. And the
25 other thing that's actually 19 I think we ought

1 to throw out there. I think that's another
2 soft thing that I would weigh. But I think our
3 first offer should be to them you pay our
4 attorneys fees.

5 MS. STANCZYK: Exactly.

6 MR. FLINN: But if they come back and say
7 we'll take everything here except for each
8 party bear its own cost, you know, I would say
9 go ahead and go forward anyway.

10 MR. FELLER: Okay.

11 MR. FLINN: But anyway I think I've talked
12 enough on it. You've mentioned 16. Hey,
13 that's something that can be worked off further
14 down the road. That might be something that
15 gets resolved in the public meeting.

16 MS. STANCZYK: Well, but it's also a
17 zoning issue that needs to be done not by
18 contract.

19 MR. FLINN: D1?

20 MR. FELLER: On number 14, they moved
21 traffic off 176 other than delivery staff and
22 emergency vehicles. That's really not much
23 traffic on 176.

24 MR. FLINN: Not at all.

25 MR. FELLER: Therefore, they shouldn't be

1 responsible for all this traffic coming --

2 MS. STANCZYK: Why not?

3 MR. FLINN: No -- well, first of all, that
4 could be a soft one. However, I think that
5 once traffic moves to 184 you're going to
6 encourage more cut through traffic. So I think
7 some of the school traffic will be replaced by
8 cut through traffic trying to avoid 184. And
9 when I've been out there with Randy, rest his
10 sole, in looking at what was going on out
11 there, I seem to see it pretty even between
12 neighbors speeding down their own street. They
13 got pulled over quite a bit.

14 I mean Randy told that great story how he
15 simply asked the neighbor to slow down, he got
16 one of these, so then Randy went for one of
17 these. And he said, sir, you were speeding.
18 And he said but I live here. And he, well,
19 that might be why you were speeding then. I
20 wasn't speeding. And finally he said, that the
21 crux of the story, which made it funny was he
22 said, I could write it down for you if you'd
23 like, sir. Meaning you're going to get through
24 without a ticket unless you keep pushing it.
25 And the guy finally figured it out. But

1 neighbors are part of the problem. Visitors to
2 the neighbors are part of the problem.
3 Students are certainly a large part of the
4 problem. Teachers are part of the problem.
5 But there's also the significant cut through
6 traffic of people trying to avoid the light on
7 184 and Old Cutler that are shooting down to
8 get to 87 Avenue and head home in Cutler Bay or
9 further south.

10 MR. TENDRICH: I think that's something
11 that you need.

12 MR. FLINN: Because remember they hook
13 back up with Old Cutler at Grand -- yes?

14 MR. TENDRICH: I mean I think that when
15 you say that, you know, contact the neighbors
16 you have to extend it into Cutler Bay because
17 it effects, you know -- I don't know. I mean
18 when they advertise your SHRET which you would
19 like, which I think it's a great idea. I don't
20 know you put a radius that they have to mail
21 out to.

22 MR. FLINN: I want the radius more in
23 Palmetto Bay because those are the ones that
24 are going to fight, but I know and imagine that
25 Cutler Bay people would be there because one of

1 it should be a newspaper advertisement, don't
2 you think?

3 MR. FELLER: I think that we represent
4 Palmetto Bay and that's who we should
5 represent.

6 MR. FLINN: Yes, Vice Mayor?

7 MR. PARISER: I have to study this draft,
8 but the reality check is the number of students
9 is what drives this for Palmer Trinity.
10 There's no number suggested here.

11 MS. BOUTSIS: I have done that
12 deliberately. In talking to the Mayor it
13 shouldn't be a number issue in our claim
14 because I don't want to contract zone. Let
15 them present whatever number it is. If they
16 want to present 1,150 let them present it. But
17 I'm not going to agree to a number before we
18 get to a hearing.

19 MR. FLINN: Yes, I don't want to put in
20 because if we give them a bottom line they're
21 going to take it. And then we're stuck with it
22 or we're not going to start talking and then
23 maybe be able to make a case for it.

24 MR. PARISER: The numbers -- I mean I
25 don't know how you get around it. I don't want

1 you don't get caught in contract zoning, but
2 unless the Council recommends a number it's a
3 vertical vibration.

4 MR. FLINN: Maybe the new number 16 its
5 final numbers will be determined as a part of
6 the process of the SHRET and the hearing.

7 MS. STANCZYK: I think in terms of the
8 hearing the hearing is going to determine a lot
9 of final things not just numbers. There's a
10 lot of things that are going to come through.
11 For instance, the buffer issue is going to
12 probably come through as part of the hearing
13 and part of the recommendation based on our
14 zoning director. That's why you cannot put
15 that as part of this offer.

16 MR. PARISER: You can't hide from the
17 obvious. You're going to have to put something
18 in here about number of students.

19 MR. FLINN: Number 16 can be -- let's
20 rewrite number 16 to be that the number of
21 students will be as a result determined through
22 the process as we've delineated here. And keep
23 it vague. And not commit. Because, you know,
24 we don't want to commit. What if we say a
25 thousand and they say five. And that doesn't

1 make the neighbors happy.

2 MR. PARISER: I would say 900 personally.

3 MR. FLINN: Well, I don't want them
4 walking away either.

5 MR. FELLER: We can't say any number.

6 MS. STANCZYK: We can't decide that number
7 until you have an application number, number
8 two. Let them see how far they can get.
9 That's their job to duke it out at the SHRET.

10 MR. FLINN: They may be able to trade off
11 building and structure. I mean, you know,
12 2,000 students coming in. Everybody coming in
13 by bus at a certain time it sounds a heck of a
14 lot better than 1,000 students coming in by
15 individual cars. So who knows what's going to
16 happen. I sincerely doubt the bus thing, but
17 I'm just trying to throw some things out and
18 trying to be flexible. The other thing I saw
19 actually needs some change is -- let me just
20 see.

21 MS. STANCZYK: Number ten --

22 MR. FLINN: Oh, Deering Estate is not big
23 enough. On number 8, Deering Estate is not
24 going to be big enough to hold this meeting.
25 And by the way I don't think it should be held

1 at Palmer Trinity. I think it needs to be held
2 at a neutral site. Possibly OCPC Sanctuary.

3 MS. STANCZYK: No, Village Center.

4 MR. FLINN: At the Palmetto Bay Village
5 Center? Yes, Palm Room Palmetto Bay Village
6 Center.

7 MR. FELLER: You can get the junior high.

8 MR. FLINN: I don't think that's big
9 enough. Remember in our zoning hearing we had
10 people in a whole other room.

11 MS. STANCZYK: Plus if you have it at the
12 Palm Room everybody is sitting on the same
13 level. You don't want presenters and audience
14 and that type of motion. You want them to be
15 able to sit where they can see each other on an
16 equal basis.

17 MR. FELLER: You want something without a
18 stage?

19 MS. STANCZYK: Right. You want them just
20 sitting there at tables.

21 MR. FELLER: How many people fit in
22 Scott's Place?

23 MS. STANCZYK: A lot.

24 MR. FLINN: We've had 800 people in there.

25 MR. TENDRICH: The way -- I mean I think

1 the way it should reflect that is put tables
2 and each table have their plan. And if you
3 have 15 people around a table they have a plan.
4 And then you have another table of 20. And
5 they have somebody from Palmer explaining their
6 plan.

7 MR. FELLER: I don't think a lot of our
8 neighbors would like that because a lot of them
9 want to be involved in more than one
10 discussion. I mean that's the way the SHRET
11 works, I agree.

12 MS. STANCZYK: Sometimes.

13 MR. PARISER: I don't think Palmer would
14 like it. They are going to say why am I going
15 to have these people who don't even live near
16 me.

17 MR. FLINN: Well, if they are unwilling --
18 I am not willing to entertain any deviation
19 from the litigation plan unless they're willing
20 to own up to their plan and present it to the
21 public.

22 MS. STANCZYK: Okay. Question. I have a
23 question on ten.

24 MR. PARISER: So which comes first here,
25 the --

1 MR. FLINN: I don't think any of this
2 starts until they agree to the big public
3 meeting and have the big public meeting.

4 MS. BOUTSIS: So I'll put eight up earlier
5 in the agenda before I even talk about the
6 quasi-judicial process.

7 MR. PARISER: And so that would just be a
8 process that might not be in agreement just to
9 see what the community --

10 MS. BOUTSIS: And then you go to your
11 quasi-judicial proceeding thereafter.

12 MR. FLINN: Yes, in quarterly meetings I
13 might be willing to bend on it. Maybe they
14 meet at the beginning or maybe they meet at the
15 beginning just before the school year starts,
16 so the neighbors can make sure that their
17 concerns are done. And one just before the end
18 of the year so they can say this didn't work
19 this year for the beginning of it. And even
20 though that's really two meeting sandwiched
21 together over a summer that might be -- or
22 maybe there's three meetings. Maybe in terms
23 of just before the year ends. During the
24 school. And just before the school year starts
25 or just after it starts.

1 MS. BOUTSIS: I did quarterly for the
2 first year and then semi annually thereafter.

3 MR. FLINN: You know whatever works or the
4 board can set its own timeframe.

5 MS. STANCZYK: Yes, leave it quarterly
6 and/or as changed by the board.

7 MR. FLINN: But I do like the idea -- I
8 think it's in the schools best interest to
9 begin to have a neighborhood board. Yes?

10 MS. STANCZYK: You've got the neighborhood
11 board. You have the meeting. So they show up
12 and they don't do anything.

13 MR. FLINN: Yes.

14 MR. PARISER: And they are deadlocked.

15 MS. STANCZYK: See that's what has
16 happened in the past. They have the landscape
17 board and they have them come and they talk and
18 then they go do something else.

19 MR. FLINN: Well, maybe if the board is
20 allowed to meet on campus. I mean we do have
21 code enforcement. Now one of the things that's
22 going to be in here is I think you're going to
23 see a -- if this gets to settlement, if this
24 gets to decision, if this gets to decision
25 you're going to see one of the most detailed

1 agreements ever written in zoning.

2 Now the problem with that is sometimes the
3 best thing is to keep it wide open. Now it
4 hasn't been the case in this situation between
5 the neighbors and Palmer. But, you know,
6 because if you dot off all your I's and cross
7 all your T's and that T or I isn't in the
8 document, it don't exist. So you got to be
9 making sure it's as comprehensive as possible.
10 But I don't anticipate any lose ends on this
11 thing. Not with the way things are postured.
12 And I'm going to leave it at that. Yes?

13 MS. STANCZYK: Number 12, the school shall
14 work with the Village Police Department.

15 MR. FLINN: I already said that we need to
16 strengthen that up in terms of -- you know that
17 could be our bottom line or soft line that is
18 not passible. But I think our initial offer to
19 them is that they hire and make arrangements to
20 hire.

21 MS. BOUTSIS: I did put that in there.
22 It's just in the next sentence. The school
23 shall pay all the expenses related to the
24 traffic control, police involvement, police
25 participation and the traffic movements.

1 MR. FLINN: Well, could we put something
2 in there that says the plan is to be approved
3 by the -- the plan is to be subject to approval
4 by the police commander or whatever?

5 MS. STANCZYK: But their point is they'll
6 get it approved that they want to hire their
7 guys.

8 MR. FLINN: No, they have to hire our
9 guys.

10 MS. STANCZYK: Then this has to say that.

11 MR. TENDRICH: I think they'll hire
12 Palmetto Bay Village Police because like the
13 church has Highway Patrol.

14 MR. FLINN: And a Palmetto Bay officer.

15 MR. TENDRICH: Right.

16 MR. FELLER: They have their own security
17 within that boundary. But outside their
18 boundaries they cannot use their own security.
19 They have to hire us.

20 MS. STANCZYK: Now I want to know about
21 traffic for delivery staff and emergency
22 vehicles is the zoning code issue. And you're
23 putting code in here.

24 MR. FLINN: But we have to let them know
25 that we're going to let them use it for

1 something.

2 MS. STANCZYK: Emergency.

3 MR. FLINN: And we have to allow for
4 emergency vehicles.

5 MS. STANCZYK: Then take out the other
6 because the other is simply --

7 MR. FLINN: I'm willing to bend on that.

8 MS. STANCZYK: All right. Take it out.

9 MR. FLINN: There's a hard line. Well, I
10 think the hard line -- I think it's the soft
11 one. The hard line on that is as it's written.

12 MR. FELLER: It's the other way too. I
13 think the hard line say emergency vehicles and
14 deliveries.

15 MR. FLINN: No. No. That's -- no. No.

16 MS. STANCZYK: The problem is the
17 delivery.

18 MR. FELLER: It's not the staff. Staff
19 should come through 184 too. Why not?

20 MS. STANCZYK: But the problem is that's
21 been one of the major issues with them, is the
22 deliveries. The deliveries come at all hours
23 of the day and night and Saturday and Sunday.

24 MR. FELLER: Okay. Then take deliveries
25 out of that. Let it just be staff and

1 emergency.

2 MS. STANCZYK: It doesn't even need the
3 law to do this.

4 MR. FELLER: Why not let deliveries go
5 through 184?

6 MR. FLINN: First of all, it sounds like
7 we're working this document like we got
8 something that we can present. I didn't think
9 we were going to get to that point tonight.

10 MR. FELLER: I think this is a wonderful
11 basis that you wrote up with --

12 MR. FLINN: I didn't write it up.

13 MR. FELLER: -- Eve. You and Eve. Well,
14 you wrote a lot of it.

15 MR. FLINN: Well, I just have a lot of
16 bottom line stuff on this. Well, let me ask
17 you something --

18 MR. TENDRICH: You talking about in the
19 deliveries an hours?

20 MR. FLINN: Not a motion to accept this?

21 MR. FELLER: We don't vote, do we?

22 MR. FLINN: Yes, we do. We have to make
23 recommendations.

24 MS. STANCZYK: There's one other thing
25 that we didn't put in here. You've moved all

1 the traffic to 184 Street, but you haven't
2 mitigated 184 Street.

3 MS. BOUTSIS: No, it's in there. It is in
4 there.

5 MS. STANCZYK: Where? Did I miss it?

6 MS. BOUTSIS: With the traffic consultant
7 as well I believe. Hold on.

8 MS. STANCZYK: No, it doesn't say anything
9 about 184.

10 MS. BOUTSIS: Hold on. I thought I put it
11 in.

12 MR. FELLER: That's a county street, we
13 can't do anything with it.

14 MS. STANCZYK: We can make them mitigate
15 it.

16 MR. TENDRICH: You want to put deliveries
17 of time. That deliveries --

18 MS. STANCZYK: They have been willing to
19 put in a separate turn lane and everything else
20 in the past for 184 Street.

21 MR. FELLER: Okay.

22 MS. STANCZYK: So then we're going to
23 require them to do it because we can't -- how
24 can you put more traffic on 184 --

25 MR. FLINN: Can you add that then.

1 MR. FELLER: Even their traffic consultant
2 said that.

3 MS. STANCZYK: Yes.

4 MR. FELLER: Yes.

5 MR. FLINN: And also let's go back to the
6 one we struck. If we do there needs to be a
7 delivery. There needs to be a delivery
8 limitation.

9 MR. TENDRICH: Time line.

10 MR. FLINN: Whatever Pine Crest does for
11 the Home Depot. You know they only allow
12 deliveries at certain things. I think there
13 should be no overnight parking of delivery
14 vehicles.

15 MS. STANCZYK: But that's getting into
16 code once again.

17 MR. FLINN: Well, then they follow all --

18 MR. TENDRICH: Well, we don't have
19 anything in the codes now or do we that says
20 that we can't accept deliveries on certain --

21 MS. STANCZYK: Sure we do.

22 MR. FLINN: We have a noise code.

23 MR. TENDRICH: Well, deliveries aren't
24 necessarily noise.

25 MR. FLINN: When you -- because the

1 garbage things has been a big thing.

2 MS. BOUTSIS: I think you can get away
3 with the delivery -- getting into code
4 application versus getting into natural
5 rezoning or the specific for the site plan in
6 that sense I think you can get away with this
7 one on the hours of operation for delivery
8 purposes.

9 MS. STANCZYK: Okay.

10 MR. FLINN: Just remember if you don't
11 define it here because you think the code
12 covers it. If the code changes where the code
13 is more liberal than what you want.

14 MS. STANCZYK: This is not all
15 encompassing.

16 MR. FELLER: This is just the beginning
17 for the discussion.

18 MS. STANCZYK: This is not the plan.

19 MR. FELLER: Let me just ask though.

20 MS. STANCZYK: Then if it's suppose to be
21 all encompassing and we have to live by this
22 then we need more time.

23 MR. FELLER: Why should -- this isn't all
24 not encompassing. This is the beginning of a
25 discussion that goes to a public hearing.

1 MS. BOUTSIS: Exactly.

2 MS. STANCZYK: No, but what I'm saying
3 is --

4 MR. FELLER: It doesn't say this is the
5 beginning of the frame work --

6 MR. FLINN: Well, if you can't meet this
7 frame work don't knock on our door.

8 MR. FELLER: Why should deliveries go
9 through another entrance street to begin with
10 when there is an entrance on a main commercial
11 street?

12 MS. STANCZYK: That's right.

13 MS. BOUTSIS: We're taking that out as far
14 as I understood. I'm striking that language.

15 MR. FELLER: It should say emergency and
16 staff.

17 MR. FLINN: Let me ask you if I could get
18 the attorney to -- she has been taking copious
19 notes. Are you prepared to just outline the
20 changes in this document for us?

21 MS. BOUTSIS: Yes, I am.

22 MR. FLINN: All right. Let's hear it.

23 MS. BOUTSIS: Okay. It's basically what
24 we have here except that I'm going to move this
25 public meeting which is item number eight which

1 is prior to holding quasi-judicial proceeding.
2 It will also strike out the Deering Estate at
3 in Palmetto Bay Village Central Palm Room and
4 require a newspaper ad. And I put specifically
5 the Neighbors section of the Miami Herald.

6 MR. FELLER: They bear all costs.

7 MS. BOUTSIS: Yes, I did put that in here.
8 Paid for by Palmer Trinity. Then on the
9 traffic consultant is basically they hire a
10 third party traffic consultant. And that
11 Palmer Trinity pays for the traffic consultant
12 and any recommended modifications to Southwest
13 184 Street improvements. Now on number eight
14 that we were going to move up, but we wanted
15 also some sort of notice to Cutler Bay which
16 maybe covered by the newspaper ad. I don't
17 know if you want --

18 MR. FLINN: I think that will be covered
19 by newspaper. Believe me they're going to know
20 about it.

21 MS. BOUTSIS: Then item number ten will be
22 changed as far as the community relations board
23 as to the timing and/or changed by the board.
24 But it's not a requirement of the Village that
25 we -- we're not participating in this and all

1 they do is maybe give us a report occasionally.

2 MS. STANCZYK: I still have a question on
3 that. What about if all that is not working
4 out, does it matter?

5 MR. FLINN: I would have certain faith
6 that when people meet things work out. Those
7 are details we can continue to put in on it. I
8 mean this is not as it was pointed out to me.
9 This is not the final deal. This is to present
10 a concept of a neighborhood control board. We
11 have lots of time to think about what would
12 make a successful community neighbor board.

13 MS. STANCZYK: Well, my only question is
14 if it doesn't have some --

15 MR. FLINN: You can figure out teeth or no
16 teeth or what happens in it, but it's also not
17 a deligation about any Village authority. You
18 can't do that. We can't contract the way that
19 say they can go in and they can issue code
20 violations or that they can -- but I mean
21 there's going to be a written report and eyes
22 on in a public meeting. And there's going to
23 be even we're forcing people to talk.

24 MS. STANCZYK: I think that's great. I'm
25 just wondering it seems to like hang in the

1 air.

2 MR. FLINN: Maybe we require them to keep
3 minutes on their website somewhere. I mean
4 work with the concept.

5 MS. STANCZYK: No, I'm just trying to
6 figure out where it ends.

7 MR. FLINN: I haven't figured that out
8 yet. I think it's a good concept though.

9 MS. BOUTSIS: On the sports facility that
10 they are opened to the residents. So there's
11 no real changes there.

12 MR. FLINN: I may move in that area by the
13 way, start to learn tennis.

14 MS. BOUTSIS: I did put that maybe
15 regulate to weekends and/or weeknights. Just
16 trying to give some parameters for discussion
17 purposes. On number 12 the police we're going
18 to change it to plan subject to their approval
19 of the Village of Palmetto Bay Police
20 Department. And they are to hire and pay for
21 Village of Palmetto Bay Police Officers.

22 MR. FLINN: Right. Jobs for our officers.

23 MS. BOUTSIS: Number 13 deliveries are
24 stricken. On number 14 leaving as is. On the
25 next page we're striking 16 but we're putting

1 in a new 16, which basically the number of
2 students will be depended upon the final
3 results of the hearing delineating at the
4 quasi-judicial proceedings. And I have nothing
5 on 17, 18. 19, Palmer Trinity is to pay the
6 Villages costs and legal fees. Number 21 to
7 specifically delineate a procedure for
8 identifying and defining the number of
9 students. And then 22 is something relating to
10 the hours of operation for deliveries.

11 MS. STANCZYK: Question. Did we change
12 the SHRET that it shall be the plan and the
13 only plan?

14 MR. FLINN: Well, I think maybe --

15 MS. BOUTSIS: The SHRET is the purpose for
16 getting input and if they change it after the
17 SHRET that would be productive.

18 MS. STANCZYK: Well, as a result.

19 MS. BOUTSIS: But how do you prove that?

20 MR. FLINN: Maybe we can put when we get
21 to the hearing, the hearing will be based upon
22 the plan and items identified and discussed at
23 the SHRET meeting.

24 MR. TENDRICH: On number 12 where you're
25 putting work with Palmetto Bay Village Police

1 Department, I think you should make, you know,
2 differentiate that with where the school
3 patrols security.

4 MR. FLINN: For the external. For the
5 external traffic. The traffic is what it is.

6 MR. TENDRICH: Right. The security that
7 should be there.

8 MR. FLINN: That's their problem.

9 MS. BOUTSIS: Agreed. I will make sure
10 that that's clear. Their internal security is
11 their problem. External is the traffic related
12 and it's with the Village Police Department.
13 Did I miss anything that you can recall?

14 MR. FLINN: Well, do we have that tied in
15 enough that, you know, we obviously bait and
16 switch. I mean I think maybe just some blanket
17 statement that the plans they bring forward at
18 the -- that the plan that they bring forward at
19 the future hearing is that that is presented at
20 or developed through the SHRET meeting. I
21 think would be my comment on that.

22 MR. TENDRICH: I know the one thing that
23 Shelley is concerned about and I understand it
24 in a way like the groups get together and they
25 talk and how -- what can enforce Palmer to do,

1 you know, like they say, man, your cars are
2 going too fast. So what can you do to make
3 sure that Palmer does what --

4 MR. FLINN: Well, that's --

5 MS. BOUTSIS: That's for the final
6 hearing.

7 MR. FLINN: We throw a concept out there.
8 Everybody should start and feel free to google.
9 Feel free to talk if you know somebody at UM.
10 What is the good. What is the bad at these
11 community boards. If they flop. It maybe a
12 separate imposed upon everybody. Encourage
13 everybody to do it. Anything else, Vice Mayor?

14 MR. PARISER: If I decide to agree to
15 everything it says I want 1,150 kids.

16 MR. FLINN: Well, we've got to get it
17 through and make the case for it then.

18 MR. PARISER: If he agrees with everything
19 and says I want 1,150 kids, what does this
20 Council do?

21 MS. STANCZYK: That's the part of the plan
22 they bring forward to us at the zoning hearing.
23 And we have the opportunity to mold the final
24 plan at that hearing. And that's why, for
25 instance, why we don't have the buffer there

1 because the buffer that was suggested here was
2 inappropriate. That's why we have zoning
3 hearings.

4 MR. PARISER: That's right. Unless they
5 hear a number. You know, these are all
6 wonderful things. I just tell you as far as
7 what I would do.

8 MR. FELLER: The number would be a main
9 item of discussion at the town -- at the SHRET.

10 MS. BOUTSIS: Well, let's see what
11 happens. Do you want me to tweak this and try
12 and present it to them so we can at least keep
13 the discussion going?

14 MS. STANCZYK: I'd liked it tweaked and
15 sent to all of us and circulate it to a final
16 comment. Because I don't think presenting it
17 to us in five minutes notice is the best.

18 MR. FELLER: What did you want to do?

19 MS. BOUTSIS: I asked what is it that
20 you'd like for me to do at this point with it.
21 I mean granted this is the first time you've
22 seen it. So do you want me to finalize it?

23 MR. FLINN: I think finalize it and
24 prepare it for Monday's distribution and that
25 gives everybody here time to review it and have

1 any additional input into that.

2 MR. FELLER: Right. Distribution by
3 e-mail.

4 MR. FLINN: So everybody could have their
5 input. And if there's any real substantive
6 changes it can be brought back, but otherwise
7 let's do it.

8 MS. BOUTSIS: And when you put Monday
9 distribution, do you mean to the opposing side?

10 MR. FLINN: To the opposing side.

11 MS. STANCZYK: When are we getting it?

12 MS. BOUTSIS: This week. That's what he's
13 saying.

14 MR. FELLER: Wait. Wait. You're not
15 doing this to give this to both sides to have
16 input. We're doing this so the councils review
17 something.

18 MR. FLINN: Yes. Oh, no. No. But each
19 Council member may want to go over this.

20 MR. FELLER: Oh, no. No. You're
21 presenting it to the Council, but you're not
22 giving it to both sides to input before --

23 MR. FLINN: No. No.

24 MS. BOUTSIS: This our counter offer.

25 MR. FELLER: Yes.

1 MR. FLINN: I'm not asking Palmer for
2 their input on it. I'm not asking the
3 neighborhood for input on it.

4 MR. FELLER: That's correct.

5 MR. FLINN: The intent here is for me to
6 try and tweak this into the final. Submit it
7 to you. Every single Council person on this
8 dais over the next couple of days, so that you
9 can review it. If there's no major changes of
10 the intent then I'm putting it in final saying
11 this is about to go out Monday at 5:00 or
12 Monday at noon or whatever. And it's final.

13 MR. FELLER: This is just for us
14 individually ourselves to get it back and go
15 over it. None of us should talk to anyone
16 else.

17 MS. BOUTSIS: No. This is not for public
18 discussion. The draft that you're given is a
19 privileged document not be discussed. Not to
20 be distributed. Not to be viewed. All of the
21 above.

22 MR. FELLER: Okay.

23 MS. STANCZYK: Question for you. The Writ
24 of Certiorari, why can't we have it dismissed?

25 MS. BOUTSIS: I'm basically saying by the

1 hearing you have it dismissed.

2 MS. STANCZYK: Why can't we do it now if
3 they're gonna --

4 MS. BOUTSIS: They won't do that.

5 MR. FLINN: Well, they have a very good
6 argument in terms of the law in the case or its
7 res judicata and they're bound by it. And they
8 can only hear substantial modifications. Not a
9 clean denaro claim which is what they're
10 looking for to do in the hearing.

11 MS. STANCZYK: English.

12 MS. BOUTSIS: English, they won't give
13 that back right at this point because they will
14 lose their appellate rights.

15 MR. FLINN: We're having too much by
16 the --

17 MS. BOUTSIS: They cannot give that up for
18 settlement purposes. But I am making them by
19 the time of the hearing to dismiss it.

20 MS. STANCZYK: With prejudice?

21 MS. BOUTSIS: Yes.

22 MR. FLINN: Yes, because if we go to
23 hearing on it they're going to appeal based
24 upon the new one, right?

25 MS. BOUTSIS: That's what I want to argue.

1 And the other one to dismiss now. You know
2 after the signing of the settlement.

3 MR. FLINN: All right. So you all have
4 more change to go over it. We have consensus
5 to move forward on this document?

6 MR. TENDRICH: We have to make a motion.

7 MR. FLINN: Do we need to make a motion?

8 MS. BOUTSIS: You have consensus. I think
9 as long as there has been no voice for
10 opposition and a clear direction has been
11 given.

12 MR. FELLER: I think in the bottom line is
13 if this works it's great. If it doesn't work
14 we've done as much as we could do.

15 MS. BOUTSIS: Okay. Thank you very much
16 everyone. It is now 7:00 and our
17 attorney-client is now over.

18 MR. FLINN: 7:04.

19 (Whereupon, the hearing was concluded at
20 7:04 p.m.)

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CERTIFICATE OF REPORTER

STATE OF FLORIDA)
) SS.
COUNTY OF MIAMI-DADE)

I, MABEL RUANO, Court Reporter, Notary Public
in and for the State Florida at Large, do hereby certify
that I reported attorney-client session called by the
above-styled cause; that the said session was duly sworn;
and that the foregoing pages, numbered 1 to 56 inclusive,
constitute a true and correct transcription of my shorthand
report of the session.

I, further certify that I am not an attorney or counsel
of any of the parties, nor a relative or employee of any
attorney or counsel connected with the action, nor
financially interested in the action.

Witness my and official seal in the City of Miami,
County of Miami-Dade, State of Florida, this 19th day of
June, 2009.


Mabel Ruano, Court Reporter
Commission No. DD631123
Expires January 27th, 2011