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

CASE NO: 08-28977 CA 30

ORIGINAL

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17641 Old Cutler Road
Palmetto Bay, Florida,
Wednesday, 5:30 p.m.,
July 08, 2009.

APPEARANCES:

- Ron Williams, Village Manager
- Eve Boutsis, Village Attorney
- Shelley Stanczyk, District 3, Council Member
- Eugene Flinn, Mayor
- Edward Feller, Council Member, District 1
- Howard Tendrich, District 2, Council Member
- Brian Pariser, Vice Mayor

1 THE COURT: Thank you everyone for
2 being here. This is the attorney/client
3 session of Wednesday, July 8th of 2009. It
4 is now exactly 9:00 a.m. I have requested as
5 the Village Attorney to hold an
6 attorney/client session regarding the
7 following litigation. Palmer Trinity
8 Private School versus the Village, under
9 Circuit Court case number 08-28977. Palmer
10 Trinity versus the Village, Appellate Court
11 Case 08-245 AP. And Third District Court of
12 Appeals Case Number 3D091587.

13 And I am seeking advice from the
14 council regarding litigation strategy and/or
15 settlement.

16 Present by phone is Dr. Feller from
17 vacation, so thank you, Dr. Feller. And I
18 will just quickly go around the table. It's
19 the Mayor, Eugene Flinn, Vice Mayor, Brian
20 Pariser, Village Manager, Ron Williams,
21 Council person Howard Tendrich, Councilwoman
22 Shelley Stanczyk, and of course myself Eve
23 Boutsis as the Village attorney.

24 Again, the transcripts will be made
25 available at the end of the litigation.

1 Because the court reporter is taking down
2 everybody's statement, please try and talk
3 one at a time. Thank you for being here.

4 As you know, we are trying to discuss
5 settlement at this point or the options for
6 settlement. You have in front of you a
7 statement from
8 Dr. Feller which will be attached to the
9 attorney/client transcript and I will be
10 collecting it at the end of the meeting, but
11 a copy will be left with the transcript. It
12 is his position on at least one of the
13 letters that has been drafted related to the
14 global settlement to Palmer Trinity.

15 Also before you is the draft letter
16 that I have received comments on since, so
17 we'll go over those on the Palmer Trinity
18 litigation, to Palmer Trinity, and then a
19 second letter to the Intervenors which is
20 CCOCI Concerned Citizens of Old Cutler,
21 Inc., and Old Cutler Glenn Homeowners
22 Association.

23 Since we were talking settlement, I
24 thought prudent to provide our settlement
25 proposals, one for the Intervenor's and one

1 for Palmer Trinity. A lot of the statements
2 in the two letters correspond so it
3 shouldn't be that different.

4 That being said, perhaps we should
5 start with the Palmer Trinity letter for
6 global settlement and then we can go on to
7 the Intervenors.

8 I was talking with the Mayor yesterday
9 about some additional changes to these
10 documents, so let's go through -- and I had
11 also put in changes late last week from
12 other comments from other council persons,
13 so let's go through this.

14 The first statement on the Eileen Mehta
15 July 6th letter, number one, is a blanket
16 statement that we are not going to contract
17 away our rights which we can't do.

18 Number two, "any future resolution of
19 the zoning and/or site plan will require a
20 quasi-judicial hearing in which all
21 interested parties may participate." Again,
22 because we can't contract zone.

23 Three, I will have to put in the actual
24 names of the cases we are talking about so
25 that we are clear and don't have any

1 objections. It will be the Petition for
2 Writ of Certiorari, the original action that
3 I listed in the attorney/client session at
4 notice, and the third district court of
5 appeals case which basically says we'll stay
6 until the quasi-judicial is held and then
7 once the hearing is held the petition is to
8 be dismissed.

9 The new sentence would be that the
10 parties agree not to raise res judicata as
11 to the modified plan, so any objection to
12 the hearing would proceed as an appeal
13 without reference to the prior appellate
14 action.

15 So that basically what it means is,
16 Palmer Trinity would have to start fresh in
17 a new appeal if they so choose, same with
18 the intervenors and all of our pending
19 litigation would be gone.

20 MR. STANCZYK: And that happens just
21 because they have come to the hearing?

22 MS. BOUTSIS: By coming to the hearing,
23 yes.

24 Number four, Bert J. Harris claim would
25 be dismissed.

1 Five, the original action, I have to
2 list the case number, is to be dismissed.

3 Six, I have had a lot of input from
4 different people on this. This is that the
5 Village has requested that Palmer Trinity
6 hold quarterly meetings with the community,
7 the Intervenors as well.

8 The concept is, prior to any
9 quasi-judicial hearing they will have this
10 public meeting and it will be in the Miami
11 Herald and also in the community news, the
12 Advertiser.

13 MR. FLINN: Let me interrupt you there
14 a minute. The quarterly meetings, how long
15 is it going to be before we get to the
16 hearing?

17 This should be a one-time meeting. You
18 are talking about the community control
19 board.

20 MS. BOUTSIS: The first sentence should
21 go to number ten, thank you, I didn't
22 realize I had put it in the wrong place.

23 So the quarterly meetings would go to
24 number ten, but number six would deal with
25 the one meeting prior to our quasi-judicial

1 meeting.

2 I don't think there is any issues with
3 number six with that change.

4 MR. PARISER: The start date of that
5 would be when, at what point, when is the
6 first quarterly meeting to be held?

7 MS. BOUTSIS: Quarterly meeting is
8 number ten, so let's address that at that
9 point so we can get through a number of
10 these.

11 MS. STANCZYK: How far prior to the
12 quasi-judicial hearing will that be held?

13 MS. BOUTSIS: The quasi-judicial
14 hearing is going to a later statement that
15 it will be held in 90 days from the
16 execution of the settlement agreement. So
17 perhaps we should put it 60 days prior to
18 the hearing so that staff has time to review
19 the final plan.

20 Is that okay with everyone.

21 Number seven, Palmer is to submit the
22 applications as described in number six.
23 And the reason we said that is because after
24 the public meeting amongst the community,
25 which you shall not attend, there may be

1 revisions to the plan. So that final plan
2 would then be submitted for the Village's
3 review for submittal to an agenda.

4 MR. FLINN: The timeframe on that,
5 let's face is, that's got to be
6 professionally based. How long does it take
7 to review it? I don't want to short a
8 review that prejudices the Village. And at
9 the same time there is no sense in holding
10 it up for the sake of holding it up.

11 MS. BOUTSIS: I think 60 days is fair.

12 MS. STANCZYK: Plus, you've got to put
13 in there because you are having a hearing,
14 you've got the document submission period
15 that's going to be how many days before the
16 hearing?

17 MS. BOUTSIS: 15 days before the
18 hearing.

19 MS. STANCZYK: So you've got 15 days
20 and it's 60 days, we've only got 45 days in
21 between.

22 MR. FLINN: But the documents don't
23 have anything to do with the plans
24 themselves, the documents have to do with
25 enforceability, covenant language, things

1 like that.

2 MS. BOUTSIS: And if they have
3 something to submit that has come out of
4 that, it takes time to generate.

5 MR. FLINN: I assume they are going to
6 be reviewing that separately from our own
7 thing. I am not going to permit any side to
8 have a rebuttal to our plan, they should
9 come with their own independent decision on
10 whether ---

11 MS. STANCZYK: The quasi-judicial
12 hearing we have not heard the plan.

13 MR. FLINN: We need to have a
14 consistent thing for, you know -- this gets
15 back in to, you guys, everything, whatever
16 you do here you better be willing to impose
17 upon everybody else or give everybody else
18 in terms of things, because again, you
19 know --

20 MR. STANCZYK: Are you telling me that
21 we don't want to have testimony about the
22 submittal?

23 MR. FLINN: No, we are going to have
24 testimony, we are going to have an open
25 hearing.

1 MS. BOUTSIS: If I can make this
2 simple. We already required that condition
3 in the first hearing. And in our zoning
4 hearing we are going to be making that
5 requirement as part of the zoning, as part
6 of the moratorium that we have in place now,
7 so it will be consistent in the future.

8 I was consistent with what we required
9 in the first hearing, it was something that
10 we required in the past with Old Cutler
11 Presbyterian Church, so we have a pattern
12 for this and I don't think it will be
13 objectionable to either side because it was
14 something that was required of Mr. Gibbs,
15 Mr. Shuben and the Bilzin firm the first
16 time around.

17 MR. FLINN: Let me get back to
18 something on that. I don't plan on giving
19 any continuances to either side unless
20 something new jumps out that is unforeseen.

21 My point is we have to put the right
22 amount of time on here the first time.
23 Because I don't give a continuance on a
24 trial, because you have to take depositions and
25 you tell them you have ten days to do it and

1 you can't get it done in ten days.

2 If it needs 30 let's give them 40.

3 MS. BOUTSIS: Understood.

4 This settlement agreement puts them on
5 notice that they have to meet the deadlines
6 in here, so they have at least 90 days from
7 today if we were going to execute an
8 agreement today, to get their experts in
9 line, and they know that 15 days before the
10 hearing they have to have their experts.

11 Now, their traffic consultant reports
12 and everything else have to be done as part
13 of application. So I don't think that the
14 synopsis should affect what the traffic
15 report is, that's part of the application or
16 anything else. I think that the time frames
17 are acceptable.

18 That being said, I did put in a
19 provision in here on the traffic issue
20 basically saying the third person, who is
21 the traffic consultant, if he needs more
22 time these deadlines change, because it's
23 somebody new coming to the table.

24 MR. FLINN: And obviously they've got
25 to start from ground zero. Even if somebody

1 gives them stuff, I would expect that this
2 independent person is going to do their own
3 independent due diligence.

4 MS. BOUTSIS: So I think that those
5 issues are taken care of.

6 Number eight, I specifically put in
7 here that, "The Village cannot contract away
8 or agree that there shall be no opposition
9 to the quasi-judicial proceeding, as any
10 party may participate in proceedings.

11 Due process requires a fair and
12 impartial forum, open to the applicant and
13 the community to raise issues, concerns, and
14 testimony for or against the application."

15 I want to make that clear because there
16 is no way that we can say nobody is going to
17 pose this thing and we wouldn't want to do
18 that because we want to be fair and
19 impartial and listen to all testimony.

20 Number nine, I am not going do go into
21 detail, but basically this is the idea of
22 the traffic consultant. Our traffic
23 consultant Cordino, Palmer Trinity's traffic
24 consultant, will then select a third-party
25 traffic consultant who will then evaluate

1 the plan as far as the traffic and level of
2 service.

3 That being said, there may be an
4 extension of time depending on the amount of
5 time that traffic consultant needs and then
6 all of deadlines will be changed thereafter,
7 and it will be paid for by Palmer Trinity.

8 And there is new language in here that
9 says that, "The traffic consultant, if the
10 plan is approved per their recommendations,
11 shall review and confirm the level of
12 service every five years for the proposed
13 expansion period, and of any proposed
14 material changes to the plan. Any
15 modifications due to the changes found by
16 the third-party consultant over the
17 expansion period shall be born by Palmer
18 Trinity, including the costs of the
19 third-party consultant."

20 Does anybody have issues with this
21 language?

22 MS. STANCZYK: If there is an
23 implementation period as to what the changes
24 are, how would that be handled?

25 In other words, if they say you need to

1 put a stop sign in or you need a turn lane
2 in, how do we get them to implement that?

3 MS. BOUTSIS: There has to be a time
4 schedule provided and it would be done by a
5 third-party consultant.

6 MS. STANCZYK: And we would uphold
7 that?

8 MS. BOUTSIS: That would be part of the
9 development order.

10 MR. PARISER: I would think normally
11 you would say before this project opens you
12 must have this in place, this in place, this
13 in place.

14 MS. BOUTSIS: It can happen. I don't
15 think most zoning resolutions are that
16 detailed, but yes, it can happen.

17 MS. STANCZYK: In public schools they
18 do that for sure.

19 MR. PARISER: Maybe it should just
20 stand alone, the last sentence, time periods
21 for implementation of traffic improvements.

22 MS. STANCZYK: To be stated by the
23 Village planning department.

24 MR. FLINN: I see this document, by the
25 way guys, as conceptual and to be worked out

1 more details once we get them to bite on
2 this and if we want both sides to bite on it
3 and bring it to the table and get it
4 resolved.

5 MS. BOUTSIS: I am putting it in to be
6 part of the final devolvment order.

7 MR. PARISER: Fine.

8 MS. BOUTSIS: Number ten is a hard one
9 so I am going to come back to number ten.

10 Number eleven is basically the sporting
11 facility is in green space areas for the
12 Village, and there is some more changes.
13 "Village Community for noncommercial
14 purposes, which condition shall be a
15 covenant running with the land, to allow
16 Village residents to use the facilities when
17 school activities, practices and league play
18 is not occurring on the specific types of
19 fields or sports facilities. This may be
20 regulated to weekends, and/or week night. A
21 reasonable use plan shall be prepared and
22 negotiated by the parties."

23 MR. PARISER: I have a comment on that.
24 I don't know if they are advertising from
25 the charter or what it is, but any one of

1 these points I am sure they are going to
2 negotiate.

3 DR. FELLER: I want to make a comment
4 on this one.

5 One, from what I was told, when Palmer
6 Trinity merged their claim of why they did
7 not allow the neighbors to use the facility
8 which Palmer did, it was for legal reasons
9 of fear of if anyone got hurt.

10 Now, I think that in our society, if
11 someone uses their Tennis courts and trips
12 over the net, they become liable. Are they
13 going to ask anyone who uses that facility
14 to waive any rights to use the school for
15 any accident on their field?

16 MR. FLINN: I can easily see putting in
17 a Village approved waiver requirement. But
18 number two, let's not be afraid of
19 litigation, there are some good defense
20 attorneys out there. And the lawyers have
21 really scared off far too many good people
22 from doing far too many good things.

23 DR. FELLER: I don't care if they use
24 the school, my issue, though, if I was on
25 the school board, even if I felt that it was

1 right to allow people to use the facility, I
2 would want some legal protection.

3 MR. FLINN: Maybe we shouldn't even let
4 Palmer on our premises if that's their
5 attitude, because God forbid they trip at
6 Ludovici Park and somebody wants to sue us.
7 If that's their attitude screw them, on the
8 record.

9 DR. FELLER: If they trip at Ludovici
10 Park that's our park that's our
11 responsibility.

12 MS. STANCZYK: It's their
13 responsibility. It's an extraction, it's a
14 common extraction.

15 MR. FLINN: The problem I have with
16 that, if they want to be part of the
17 community ---

18 DR. FELLER: What I am saying is that I
19 think they are not going to agree with it
20 because of that reason.

21 MR. FLINN: Well then we don't move
22 forward.

23 MS. STANCZYK: Let them try and not
24 agree to it.

25 DR. FELLER: The other question that I

1 have on this is, if you are letting people
2 --- are you going to allow only individuals?
3 Let's say you have a neighborhood baseball
4 team that wants to use it on the weekends,
5 the noise that they might make on the
6 weekends might be more noise than Palmer
7 Trinity might make.

8 MR. FLINN: Well, we are getting a
9 little bit on a tangent and I do have
10 questions, because again, I get back to this
11 thing, are we going to have reasonable use
12 or just no use of this stuff.

13 We have gone through a lot of this with
14 the community in general, that somehow parks
15 are a bad thing. There is people out there
16 that don't want us to have parking lots for
17 nighttime, there is people out there that
18 don't want us to have even and event based
19 place like Palata, because it might make
20 some noise that somebody could hear from
21 their backyard.

22 DR. FELLER: I think people should use
23 it regularly. I am just saying the
24 neighbors were upset about the school making
25 noise, you are now inviting people to make

1 noise on weekends and nights. I think
2 people should use the facility, if you can
3 use them it's good for our entire Village.
4 I am just saying what do the neighbors
5 around them think.

6 MR. PARISER: That's a valid point.

7 MS. STANCZYK: We are also going to put
8 in an area, and we apparently haven't gotten
9 to that step yet. There is going to be
10 hours of operation and lighting limits. So
11 that in itself will put use of that facility
12 within the normal or acceptable range.
13 There is not going to be use of the facility
14 until midnight.

15 MR. FLINN: I guess I am being a little
16 bit argumentative here, but I mean this with
17 all due respect, we just went through a
18 zoning hearing where everybody was
19 discussing a guy playing tennis five feet
20 away from the neighbor's yard and there was
21 no control over when that person was
22 playing.

23 One of the things that I have always
24 wanted to be is consistent. And I think
25 that this council needs to be very careful,

1 especially on a Bert J. Harris Act, let's
2 just put it out there now, you can't sit
3 there and start having different rules
4 because we like you or not like you. And if
5 you want neighbors to be playing tennis in
6 the middle of a residential zone all of the
7 time, then I don't think that you can point
8 a finger at one and say, but we don't like
9 you and so you are only going to play only
10 in the daytime and with lights and without
11 lights. And you can't tell people that --

12 DR. FELLER: But you can't tell the
13 school that either.

14 MR. FLINN: That's my point, too. I
15 have been fairly consistent on things. Part
16 of my thing with this thing is to open them
17 up in the community. They advertise what a
18 great community benefit they are and what I
19 don't want to see is the school walled off
20 either by on their own action. If they want
21 to be in our community they need to be part
22 of the Community. That's why I see some of
23 our community use these things.

24 They are going to have tennis court's
25 there. There is a complaint that Jane

1 Foreman doesn't allow our Community members
2 to use the tennis courts. Well, we have
3 some great tennis courts. There is not
4 enough money in this world for everybody to
5 own their own tennis courts.

6 DR. FELLER: Gene, I am on your side on
7 this.

8 MR. FLINN: I know, but I am trying to
9 make a point to other people as well that if
10 we are going to have them as part of the
11 Community the last thing I want to do is see
12 the school wall themselves off from the
13 community or see the community wall them in.
14 And, you know, good neighbors are people
15 that interact and that's what I am trying to
16 do.

17 DR. FELLER: I just want to be clear
18 that when it comes down to negotiations if
19 this moves ahead, that's the legal issue
20 that Palmer Trinity is going to raise about
21 liability.

22 MR. FLINN: Let me get into that as a
23 matter of consistency, because we have tried
24 to talk to Southwood about getting those two
25 new courts that they used to use and maybe

1 the answer is, just like with our sports
2 teams and everything we are not negotiating
3 a special deal with everybody we have one
4 deal that everybody comes and signs onto.

5 Maybe we figure out a single joint use
6 agreement, whether it's with a public
7 school, a private school, a private entity,
8 a church, Palmetto Bay Village Center or
9 whatever, where we determine what our
10 indemnification is of that use too.

11 I assume if we want to have a Village
12 art show at Palmetto Bay Village Center
13 which is private property, we probably have
14 to create some sort of indemnification
15 agreement.

16 And it's the same thing the other way,
17 we probably should legally create a one-time
18 indemnification agreement and when schools
19 come and perform on our property we want our
20 rights protected so we are not the insureds.

21 DR. FELLER: I think that's a wonderful
22 idea.

23 MR. FLINN: The questions is, can we do
24 that and, if so, I think we should just do
25 it. And it's the same thing, if we are

1 opening up to the community, then yes. If
2 we are making them use it as a de facto
3 Village Park at certain hours, then we
4 probably should have some sort of
5 limitation. Because remember, we have
6 Sovereign immunity on this too.

7 MS. STANCZYK: The only point that I
8 will bring up into making this a de facto
9 Village Park is that when we talk about the
10 agreement that comes out in the end, that we
11 have more than five hours a week.

12 In other words, we need to have access
13 -- if you are talking about this as a
14 stipulation and settlement and it should be
15 meaningful enough, and that you are saying
16 they are becoming part of our community by
17 allowing people to use the facility, then
18 you have to make a determination as to
19 whether the agreement meets that.

20 MR. FLINN: And you have to make sure
21 that the agreement will survive forward and
22 it just doesn't get shut down or neglected.
23 Or that we can go in there and we can yank
24 their C/O or have some public right to go in
25 there and seek regress. And that the gates

1 are locked either by future council that
2 decides that they don't want to go ahead and
3 some council decides later on that I think
4 this is onerous and waives it, or that the
5 landowner themselves want to begin to close
6 it off. That's what I am talking about.

7 That 15-day period for the documents is
8 going to be the most important period,
9 because really this is all about
10 enforceability, creating comfort and
11 everything else. And you know, we have to
12 move past all of these other things and get
13 the documents in shape.

14 MR. TENDRICH: Where it says, "Village
15 residents to use the facilities when school
16 activities, practices and league play is not
17 occurring on the specific types of fields."

18 When school is in session even if they
19 are not using the baseball field the public
20 should not be allowed on it.

21 MS. STANCZYK: Why?

22 MR. TENDRICH: Why, because school is
23 in session and I don't think you should have
24 private individuals on school facility.
25 That's just like at Southwood, if they are

1 not using their field and school is in
2 session I don't think that the County would
3 even allow you to be on their field.

4 DR. FELLER: I agree with you, Howard.

5 MR. FLINN: I am willing to talk about
6 that. However, if they are having a
7 baseball game on the north side and it's an
8 evening game ---

9 MR. TENDRICH: I am talking about
10 during school hours.

11 MS. STANCZYK: School hours as in?

12 MR. TENDRICH: Whatever school hours
13 are, as in eight to four or 7:30 to three,
14 whatever school hours are. I don't think
15 that individuals should be on school
16 grounds.

17 MS. STANCZYK: When classes are in
18 session.

19 DR. FELLER: For security reason for
20 the kids. If they have a guard gate to see
21 who is coming into the school, you can't
22 allow anyone in when school is in session
23 during the day.

24 MS. STANCZYK: Let's not call it when
25 school is in session because when school is

1 in session is an open term that could mean
2 from the month of September to May, that's
3 when school is in session. You mean during
4 class hours?

5 DR. FELLER: Yes.

6 MR. FLINN: Yes, class hours I can
7 accept that. But again, guys, we are going
8 on beyond the conceptual phase here.

9 MS. STANCZYK: And this is not part of
10 this agreement, this is to be worked out for
11 the terms.

12 MR. FLINN: I understand that we need
13 to discuss it a little bit because we are
14 including it in the offer or demand, however
15 you want to look at it, but at the same time
16 too.

17 DR. FELLER: Put it as a conceptual
18 idea with the details to be worked out.

19 MR. FLINN: Absolutely.

20 MS. BOUTSIS: What I am hearing and
21 what I recommend on Number 11 is putting in
22 one clarification that maybe regulates to
23 weekends and/or nights which we already have
24 in there, not during class hours.

25 MR. FLINN: No, not even weekends and

1 nights. Remember, there is holidays in
2 there, there is summers. Holidays and
3 nights is much too restrictive.

4 MR. STANCZYK: To exclude class hours.

5 MR. FLINN: Yes. A reasonable use that

6 ---

7 MR. PARISER: Take out the next to the
8 last sentence.

9 MS. BOUTSIS: Got it.

10 Do you want me to put anything on the
11 indemnification and/or waiver?

12 MR. STANCZYK: Are we taking out the
13 last sentence or are we taking out --

14 MS. BOUTSIS: The second to last.

15 MS. STANCZYK: Alright.

16 MS. BOUTSIS: Number 12, what do you
17 want to do with number 12?

18 MR. TENDRICH: Are we putting in there
19 when classes are in session?

20 MR. FLINN: We realize that we don't
21 want to mix strangers with the children.

22 MS. BOUTSIS: I will put in not during
23 class hours, period.

24 MR. FLINN: That's consistent. We
25 wouldn't want to shove anything down Palmer

1 that we wouldn't put on the Southwood fields
2 because all of the kids are just as
3 important to us.

4 MS. BOUTSIS: Number 12 is league play,
5 defining league play, "covenant running with
6 the land."

7 MR. FLINN: I have got some concerns
8 with that one.

9 MR. TENDRICH: I think that league
10 play, limiting it to one league ---

11 MR. PARISER: Is it that you don't want
12 a jamboree there with 15 high schools
13 coming?

14 MS. STANCZYK: It's not a commercial
15 facility ---

16 MR. PARISER: The way that I read this
17 would prevent if they have a softball
18 jamboree with their girls softball teams and
19 they invite three or four girls softball
20 teams to play on a weekend, they couldn't do
21 it.

22 MS. STANCZYK: That is correct.

23 MR. FLINN: That's saying you can't do
24 it at Palmetto Bay Park.

25 MS. STANCZYK: We have a commercial

1 park they do not have a commercial school.

2 MR. FLINN: But having a jamboree is
3 part of school activities. I like the
4 original idea and I remember the problem
5 that the neighbors had. They didn't want
6 them leasing out their facilities and have
7 like say, for instance, to have the local
8 baseball and softball association use those
9 fields as part of its league play. That I
10 am cool with.

11 But just like I believe Palmetto Bay
12 may have a Christmastime basketball
13 tournament where they bring four or five or
14 six teams in there.

15 MR. STANCZYK: But they are not there
16 at the same.

17 MR. FLINN: Yes, they are.

18 MS. STANCZYK: They only have one court
19 set.

20 MR. FLINN: You have tennis, the
21 University of Miami traditionally have a lot
22 weight divisions or ages.

23 MS. STANCZYK: That's the University of
24 Miami and this is a high school.

25 MR. PARISER: I just went to my niece's

1 track meet at Lord's, which isn't very noisy
2 except for maybe for the gun going off for
3 the start, I don't think they do that, they
4 had like six or seven high school teams
5 participating in the girls track meet.

6 You are saying they couldn't do that?

7 MS. STANCZYK: What I am saying is
8 there has to be a means to control the
9 growth of their athletic facility. So if
10 there is a plan brought forward that is a
11 commercial sports complex it does not occur.

12 Somehow you have to do that and that is
13 by limiting the number of people that can
14 participate. The plan that they have coming
15 forward includes ticket booths, bleachers
16 for hundreds of people, a parking facility,
17 none of which we need in a residential area.

18 So if you want to encourage them to
19 have a commercial sports complex on top of
20 anything else, they are not Palmetto Bay
21 Park, they are not a commercial facility,
22 they are a private school that is not meant
23 to have a commercial park.

24 DR. FELLER: Can I say something. Part
25 of high school sports as I heard before with

1 the track meet, is having high schools over.
2 They should not lease it to third parties to
3 run, absolutely not, but if they have a
4 track team where they have schools coming,
5 or a tennis tournament with five or six
6 other team schools coming over, or they have
7 a girl's softball team and they play
8 consecutively, that's part of a normal
9 school activity.

10 MR. FLINN: Alright, I am going to have
11 a little fun here and nobody get too upset.
12 But that's why they have eight lane tracks.
13 We are not going to limit them to a two-lane
14 track. I have had my fun.

15 MR. PARISER: Characterizing it. If
16 Red Berry wanted to rent there, that
17 couldn't be done?

18 MS. STANCZYK: No.

19 MR. PARISER: When you say turn into a
20 commercial venture, but I am telling you
21 high school sports ---

22 MS. STANCZYK: What's the difference
23 between having Red Berry do it, or having a
24 commercial camp there and having a complex
25 that has multiple ball fields that could be

1 used by multiple teams from multiple high
2 schools?

3 MR. FLINN: The difference is that one
4 is for money and one is for your school.

5 MS. STANCZYK: How do we determine
6 that?

7 MR. FLINN: When you go to high school
8 football games that's how they fund their
9 programs. So the ticket booth is not
10 necessarily the problem. Not permitting
11 them to lease out to third parties is
12 appropriate and that should be absolutely
13 there.

14 MS. STANCZYK: I object and do not
15 support that.

16 MR. TENDRICH: I went to a Palmetto
17 High School baseball game and you had to pay
18 to go in.

19 MS. STANCZYK: Where was it held?

20 MR. TENDRICH: It was held at the
21 University of Miami. Only because Palmetto
22 High does not have a baseball field.

23 MS. STANCZYK: Let's discriminate
24 between what you just said and what we are
25 talking about.

1 Palmetto High School took their team
2 sport to a university, which is a different
3 level than a high school. Let me finish.

4 We have a commercial entity in a park
5 that is meant and built solely for sports at
6 Palmetto Bay Park, it is meant for that.
7 Palmetto High School doesn't have it, it's a
8 high school. It doesn't have the facility.

9 This is a high school, it goes to a
10 university because the university has a
11 sports complex, a professional sports
12 complex. Why are we encouraging a
13 professional size sports complex in the
14 middle of a residential community that's a
15 high school. That complex does not meet the
16 traditional standards of a high school.

17 MR. TENDRICH: I'll tell you why,
18 because Palmetto High played there against
19 Gables High and they get a bigger crowd and
20 it would not facilitate them.

21 MS. STANCZYK: That's exactly what I am
22 saying. And when you do that you go to a
23 facility that will house that, which is a
24 university or a professional sports
25 facility.

1 MR. TENDRICH: We have a baseball field
2 at Coral Reef Park.

3 MS. STANCZYK: That's a professional
4 facility.

5 MR. TENDRICH: Coral Reef Park is not a
6 professional facility.

7 MS. STANCZYK: It's a park and it's
8 meant to be used as such, this is a high
9 school.

10 DR. FELLER: Palmetto High School is
11 one of the high schools in Miami Dade County
12 that doesn't have an adequate sports
13 facility because they wouldn't allow them to
14 build it. Most high schools have large
15 sports facilities that they do have
16 tournaments there and other high schools
17 coming to it, and I don't think that you
18 should restrict them from having that. You
19 should restrict them from leasing it or
20 having commercial vendors or anything like
21 that, yes.

22 MS. STANCZYK: How about if we do this.
23 How about if we agree to what is a
24 traditional high school size sports
25 facility.

1 MR. PARISER: Shelley, it's being
2 limited here. "Palmer Trinity shall provide
3 proof of existing league plays and uses."
4 So you are already listing intensities.
5 They may have three or four teams visiting
6 them presently to play tennis or track, so
7 that's what that says.

8 I would just knock out no more than one
9 visiting team per events for league activity
10 and instead of that say, no leasing of
11 facility to third parties.

12 MS. STANCZYK: Leave it as existing
13 league play?

14 MR. PARISER: Yes, let's do that.

15 MS. STANCZYK: Okay, let's do that.

16 MR. FLINN: Let me see here. Basically
17 you are saying that they can't increase
18 their use, if they play baseball now they
19 can play baseball now?

20 MR. PARISER: If they have three teams
21 in a track meet, they have three schools in
22 a track meet.

23 MR. FLINN: Just because Dade County
24 hates sports and, I mean, I was never a
25 sports jock, but I wanted to have my place

1 to play when I wanted to do things. But
2 going back to some things, you know, this is
3 an important part of schools.

4 The rumor was that the neighbors around
5 Palmetto were part of the reason why they
6 couldn't get a baseball field at Palmetto
7 High School.

8 DR. FELLER: Let me tell you the words,
9 "existing and current league play." Let's
10 say they join a different league, they join
11 instead of playing with high school ---

12 MR. PARISER: I think that goes to use
13 and intensity.

14 MR. FLINN: I don't think this limits
15 them in terms that they can't join a
16 different league, I think this limits them
17 in terms that they can't increase ---

18 MS. STANCZYK: In other words, they
19 can't bring the league there, they can't
20 bring the whole league there.

21 MR. PARISER: Whatever they are doing
22 now.

23 MR. FLINN: It just says do the same
24 thing that you are doing now. You are
25 building better facilities for your current

1 teams.

2 MR. PARISER: For your current
3 intensity and use.

4 MS. BOUTSIS: I just want to make sure
5 that I am clear, because if I am asked a
6 question then I don't know the answer.

7 I don't know if they have a swim team,
8 but if they have a swim team but they
9 currently do not have a swim facility on
10 their site, can they not have swim meets at
11 their site once they build it?

12 MR. PARISER: In other words, they
13 don't play badminton now, and they want to
14 start a badminton team ---

15 MR. FLINN: Why wouldn't they be
16 permitted to have the same sports that every
17 Dade County School has.

18 MR. TENDRICH: The should be able to
19 have a swimming pool.

20 MR. FLINN: The swimming pool I do have
21 some issues with. That's traditionally
22 something that everybody goes and I know in
23 the north bordering schools where they have
24 a higher emphasis on education and don't
25 hate children they have great facilities up

1 there, versus Dade County that doesn't want
2 to fund schools for any reason and let the
3 kids fen for themselves.

4 DR. FELLER: Private schools like
5 Ransom Everglades have a swimming pool and
6 have a water polo team.

7 MR. TENDRICH: If they build a swimming
8 pool and then they decide to have a polo
9 tournament ---

10 MR. PARISER: The issue is if you are
11 limiting it to current intensities, what if
12 they want to have a new sport, how do you
13 put that in there?

14 MR. FLINN: Limit it to traditional
15 area sports and uses.

16 DR. FELLER: I like that, Gene.

17 MS. STANCZYK: No, please don't do
18 something that ---

19 MR. FLINN: I am trying to think of the
20 kids in this thing.

21 MS. STANCZYK: Why don't we think of
22 the residents.

23 MR. FLINN: Let me think about that,
24 because they have to balance out that kids
25 have to be educated.

1 DR. FELLER: Let me just say something.
2 All of these sports and extra things that we
3 are talking about are very non-intensity.
4 Water polo gets maybe eight or ten kids on a
5 team.

6 MS. STANCZYK: Let me respond to
7 Dr. Feller. The only thing that I can tell
8 you is that the pool that is planned I
9 believe is 22 times the size of the pool in
10 your backyard.

11 MR. PARISER: Is it an indoor pool?

12 MS. STANCZYK: No.

13 DR. FELLER: It is an Olympic size
14 pool.

15 MS. STANCZYK: No, it is not. It's a
16 competition size pool which is larger. It's
17 22 times the size of that. It is, I believe
18 six or eight times the size of an Olympic
19 pool.

20 DR. FELLER: Is it the same size as the
21 pool that Ransom Everglades has, they have a
22 competition pool?

23 MS. STANCZYK: It's larger.

24 MR. FLINN: This is the problem guys,
25 we are having a zoning hearing right now in

1 the middle of the attorney/client session,
2 and that's part of the problem that I have
3 with some of this.

4 But going back to some things let me
5 try and come to a different -- first of all,
6 there is the major impact of outdoor sports.
7 And I think we can all agree that they
8 probably are basically limited with that to
9 LaCrosse, baseball, softball, football,
10 soccer, tennis. But then we get to the
11 indoor sports and that I think that they
12 should have free range.

13 If they want to create a badminton team
14 and it's going to be held in their gym, I
15 think anything that happens in their gym is
16 out of sight and mind to the neighbors. I
17 mean, come on, guys, I don't think we should
18 start regulating the small sports. They can
19 be doing volleyball.

20 MS. STANCZYK: Are you saying that
21 don't limit the intensity?

22 In other words so they have, what do
23 you call it when you have a thing inside,
24 not a gymnasium, is it? The sports building
25 called a gymnasium, the field house.

1 So you are not going to put a limit on
2 the field house, so now the field house will
3 accommodate six or eight basketball teams
4 and the tickets are being charged and now
5 they have got people visiting during all
6 hours including the weekends because they
7 have got eight teams playing and they have
8 parking lots and parking facilities, you
9 tend now to increase the intensity of the
10 use of the facility.

11 MR. TENDRICH: Again, I know that
12 Killian High used to have a basketball team
13 and they had tournaments there. I don't
14 think that you can treat them any
15 differently than a public school.

16 MS. STANCZYK: That's my point, why
17 don't you limit it to standard size high
18 school facilities. There are standards that
19 exist that speak to high school facilities.

20 MR. FLINN: What I want to do is, I
21 don't want to hurt the kids, I want to have
22 good quality sports. And I think where it
23 becomes intrusive on the neighbors, I want
24 the school to act like a traditional school.
25 We don't want them turning into a facilities

1 for hire to help pay their rent or help pay
2 their mortgage and that's the balance to all
3 this.

4 I think we are perfectly within our
5 rights to protect the neighbors by saying,
6 look you are not going to turn this into a
7 field for hire to help pay your rent. Just
8 like we wouldn't want to see someone that
9 owns a single family home that they can't
10 rent out, they turn it into a party house or
11 a movie shoot house, that's a commercial
12 entity.

13 MR. TENDRICH: I have to leave now and
14 I want to go to Number 17 if I could,
15 quickly.

16 I have to agree with Dr. Feller on
17 that, that we are only letting that road be
18 used for their staff and deliveries, I think
19 it's sort of tough to tell.

20 MS. STANCZYK: It's not deliveries.

21 MR. TENDRICH: What is it for?

22 MS. STANCZYK: Emergency and for their
23 staff.

24 MR. TENDRICH: That makes it even
25 worse. Emergency and for their staff. Why

1 should they have to pay to put the trees and
2 circulars?

3 MR. FLINN: I'll tell you why, because
4 when they move on to 184 they are going to
5 move to cut through traffic on to 176th, so
6 there will be impact directly related to
7 Palmer Trinity.

8 MR. TENDRICH: What do you mean cut
9 through?

10 MR. FLINN: If you are going down Old
11 Cutler and had an easy way to go around
12 where they hold you up to go at the point of
13 Gulliver School, which I have had people
14 say, it only adds ten minutes to your
15 commute. Well, if you add the thousands of
16 people that use that road, that's a huge
17 impact to the economy.

18 But going to back to that. They are
19 going to have an impact on 176th street, you
20 are going to have people that don't want to
21 face the school traffic on 184th.

22 And from my personal time that I have
23 spent out there, I have seen that there is a
24 tremendous number of cut through people that
25 use it now to avoid the light at Old Cutler

1 and 184th and they are going to use it even
2 more once that school is built.

3 Howard, I do have one thing that I want
4 to bring up with you here while you are
5 here, hold up.

6 MS. BOUTSIS: Wait. Are you okay with
7 the concept greening?

8 MR. TENDRICH: Definitely.

9 DR. FELLER: One quick answer on the
10 greening before Howard leaves. I am all for
11 greening everything, but what can we give
12 them. They don't pay taxes, we don't want
13 to give them more students, we don't want to
14 increase the barriers to allow them to have
15 more intensities. What can we offer them in
16 mitigation?

17 MS. STANCZYK: We cannot do anything in
18 terms of this. We have nothing in our laws
19 that allows us at this time to give an
20 incentive for greening. This is not subject
21 to our proposal for settlement.

22 MR. TENDRICH: You can't force them to
23 do it.

24 MS. STANCZYK: We can as a matter of
25 law.

1 MR. TENDRICH: They might be able to
2 get grants for it.

3 MS. STANCZYK: That's up to them.

4 MR. PARISER: That's right. Why just
5 eliminate, give them certain things
6 incentives, there are not incentives.

7 MS. STANCZYK: We have no right of law
8 to do that.

9 MS. BOUTSIS: I am just going to make
10 it that you want them to be green buildings.

11 MR. FLINN: Green certified buildings.
12 I don't want them to have it just painted it
13 green.

14 MS. BOUTSIS: Because this is so
15 controversial I just want to make sure of
16 one thing. Can I make one recommendation on
17 12?

18 On number 12, which you spent 45
19 minutes talking about, I don't hear a
20 consensus. Can we at least do "No lease of
21 the premises to a third-party, commercial
22 ventures" and leave the rest to the hearing,
23 because I don't hear a consensus?

24 MS. STANCZYK: I thought we had a
25 consensus as to currently played uses and

1 intensities. How about current intensities.

2 MR. PARISER: That was my suggestion,
3 except somebody said, they don't have a swim
4 team and they want a swim team, you are
5 prohibiting them from adding new types of
6 sports.

7 MS. STANCZYK: Let's reward it so that
8 we can add new types of sports, we don't
9 want to change the intensity. It should
10 remain in a high school level.

11 MR. TENDRICH: High school level could
12 be zero to ten.

13 MS. STANCZYK: There are standards that
14 speak to sizes and uses to high school.
15 There are industry standards for their uses.

16 MS. BOUTSIS: To make this easier. Is
17 there a way that we can get those standards?

18 MR. PARISER: Actually, I think it's
19 loose enough now, it doesn't say current to
20 league play and current types of intensity.

21 MR. FLINN: I can see not wanting to
22 have -- let's say they didn't have a
23 football team that plays there now, there
24 might be a thing ---

25 MR. PARISER: Take out league play and

1 current types of intensity. Take out league
2 to of and just put, uses shall consist of
3 existing current league play uses and
4 intensity.

5 DR. FELLER: Just say no commercial,
6 only what is considered standard for high
7 school.

8 MR. FLINN: Another way to put this,
9 obviously, if they don't have a team, that
10 sport's not to be played in there.

11 First of all, if they don't have a
12 basketball team there is no way that they
13 are holding a basketball jamboree in that
14 school.

15 Except for any Village neighbor uses, I
16 don't want to see them leasing it out to
17 third parties or for commercial use.

18 MR. TENDRICH: I think it's important
19 to put the not lease part.

20 MS. STANCZYK: You are assuming that
21 the intensity would only come by rental.

22 The average private high school does
23 have sports tournaments, but we don't need
24 them to become the center of league play for
25 the county. And that's the type of facility

1 that they have planned and that doesn't need
2 to be in the middle of our neighborhood.

3 So there is a difference, I agree, but
4 we need to be able to give them control.

5 DR. FELLER: We need to come up with a
6 statement that says what the usual high
7 school does for tournament or something but
8 not as a regional center for sports.

9 MS. STANCZYK: Regional or district
10 center.

11 MR. PARISER: They are in a small
12 private league and a lot of times these
13 track meets, it's the league champion for
14 the region or private schools for the
15 region, and they may be only four or five
16 schools but they call it regional.

17 MS. STANCZYK: But we can't determine
18 what their status is, we just don't want
19 that kind of intensity and there is no
20 reason for it.

21 They already have sports, they already
22 have a successful sports program.

23 MS. BOUTSIS: I am going to make us
24 leave that for now and go on to other things
25 just because we are going to be here all day

1 on that one item.

2 MR. FLINN: That's why we need to have
3 a concept. If there is going to be
4 reasonable, I don't want to say reasonable
5 restriction, but their use is going to be
6 consistent with certain kinds of things and
7 that's a concept, so when we sit down and
8 hash it out it's exactly what it's going to
9 be. That's when we move out of
10 attorney/client and move to having a
11 non-public zoning hearing, and that's what
12 we can't be doing.

13 You know how I say there is certain
14 hard things in here, I guess at this point
15 that's still subject to negotiation, but I
16 want that to be kind of understood where we
17 are going before we actually agree to have
18 the hearing.

19 MS. BOUTSIS: Understood. Number 15 is
20 the traffic plan.

21 MR. FLINN: That's what I wanted to
22 talk about. I realize that we want to do
23 that for good purposes, but what I don't
24 understand is once we grant them a vested
25 right, I don't see what we can do five years

1 down the road. It's not like if a traffic
2 plan comes in and says traffic has gotten
3 horrible, we cannot roll back any of their
4 uses or anything on a vested right.

5 MS. BOUTSIS: That was actually under
6 number nine.

7 MR. FLINN: That's what I wanted to
8 discuss, though, because I just don't know
9 why we have a five year review of the
10 traffic plan. You can't go back and modify
11 someone's vested rights without their
12 agreeing.

13 MS. STANCZYK: Get them to agree to it
14 then. That's what this is here for.

15 MR. FLINN: But what are you going to
16 get? What happens if you are giving them a
17 vested right and five years later -- I just
18 don't understand what kind of control you
19 have over them.

20 MS. STANCZYK: They are growing their
21 school.

22 MR. FLINN: Of course they are, but
23 they have a vested right from the hearing.
24 So you can't now withdraw anything because
25 the traffic plan doesn't spell out what you

1 want it to do.

2 MS. STANCZYK: If they agree to it they
3 agree to it.

4 MR. FLINN: So you are saying this is a
5 soft one too then?

6 MS. STANCZYK: No. I am saying they
7 have to manage their traffic forevermore.

8 MR. FLINN: This is not like they are
9 in probation. Once we grant them something
10 they are done and we can't reach in there.
11 You can enforce the agreement in so far as
12 cap on the school, but you can't go back --

13 MR. PARISER: I understand Gene's
14 point. As far as I am concerned you are
15 going to get back two paragraphs on every
16 paragraph that we give them. Put it in
17 there and let them come back with something.

18 MR. FLINN: What I am saying is, once
19 rights vest that will put you into a Bert
20 Harris situation and that's not good. There
21 is a big difference.

22 MR. PARISER: Unless they agree.

23 MR. FLINN: Well, let's wait and see
24 what they do on that, but to me you can't
25 sit there and hold the sword over their

1 head.

2 MS. STANCZYK: I would look for a very
3 conservative third person to plan very far
4 ahead for traffic.

5 MR. FLINN: That's what you need to do
6 because this is our chance to impact the
7 future. To sit there and say, we can't give
8 them a conditional zoning so long as every
9 five years they meet the traffic plan, that
10 we cannot do. And I don't want anybody
11 having unrealistic expectations that we can
12 do that.

13 When I saw that that kind of bothered
14 me, in terms of, that's the kind of thing
15 that if it does come back bad, then
16 everybody is going to be all over whoever is
17 on the Village council five years from now
18 or more than five years, six or seven at the
19 earliest once they get started.

20 But the answer is going to be, they are
21 going to hold this up and say see, see, see,
22 and someone is going to say, nothing I can
23 do, because when you do that development
24 order you have vested the rights.

25 Am I right or wrong?

1 MS. BOUTSIS: You are right about that.
2 Let's place it in as soft one and if it
3 comes out understand that it's a
4 possibility. But we can put it in the
5 checks for intensities in the traffic
6 consultant expert report.

7 MR. FLINN: Moving back to ten real
8 quick.

9 Third party moderator. What's the cost
10 for that? Do other boards use this? I am
11 looking at the University of Miami Community
12 Board as my model and I have still not
13 completed my due diligence on that.

14 They are going to have somebody come in
15 and do this without cost or are we requiring
16 them to buy the cost of a facilitator like a
17 -- your underlying portion, third party
18 moderator.

19 MS. BOUTSIS: I did not think about the
20 cost in putting that language in.

21 MR. FLINN: I mean, I think we said we
22 wanted to have somebody come in and just
23 chair the meetings, that's one thing, I
24 don't understand what moderator is.

25 MS. STANCZYK: We have got to look at

1 this more closely, because I don't see how
2 this is going to hold up.

3 MR. FLINN: I think it's a great
4 concept and I haven't finished because if
5 they don't agree to this I am not going to
6 waste my time doing further due diligence on
7 it.

8 DR. FELLER: Since we have equal number
9 of people from school community, why don't
10 they just choose someone outside of that
11 group. Let them choose someone in the
12 Village that they think will be relatively
13 neutral.

14 MR. FLINN: If that's what moderator
15 means that's okay, but I don't know if
16 moderator means a commercial person or if
17 they want to bring in a special master, or
18 if they want to bring in a retired judge or
19 a mediator or ---

20 MS. BOUTSIS: What I can do is I can
21 take out that sentence on moderator, because
22 basically we already have three and three
23 plus the six choosing the seventh person.

24 DR. FELLER: That's all. And the
25 person they choose is the chairperson of the

1 committee.

2 The other question that I have with
3 that is the results of this committee to the
4 school, I hope they will look at it
5 seriously, but you can't have any language
6 that makes them mandatory to follow the
7 actions of it.

8 MR. BOUTSIS: The only thing that I can
9 say is how they present it to the directors
10 for comments and possible action, meaning we
11 can't force them to.

12 MR. FLINN: Action could quite mean
13 that they have considered it and said no.

14 DR. FELLER: I don't know the legal
15 word, as long as that legally is corrected.

16 You can't force them to follow them
17 regards to the school.

18 MS. STANCZYK: Well, somehow at the
19 University of Miami, the community board
20 that works with the University and with the
21 City Council, somehow they seem to be able
22 to work things out.

23 MR. FLINN: Anytime you bring people
24 together it's a good thing.

25 MS. STANCZYK: But somehow the City of

1 Coral Gables' Commission is able to rely on
2 that group to get action. And the
3 University falls over dead every time they
4 want something.

5 DR. FELLER: Why don't you put in a
6 statement that conceptually we are looking
7 to mirror the U.M.

8 MR. FLINN: That's an excellent point,
9 Doctor. I think what we ought to do is keep
10 that as an open thing.

11 It's like when you buy a house and you
12 get your review back and you sit there and
13 tell them what you want fixed. Why don't we
14 just say we want both sides to present to us
15 their -- why don't we tell them that our
16 intension is to impose a community board
17 that both the neighbors and the school will
18 participate in. End of our concept to date.

19 Our letter to the neighbors says
20 present to us within 10 days of the date of
21 this letter your concept for the board and
22 the same thing to the school.

23 Let's take the easy way out, lets see
24 what both sides have as far as detail ideas
25 and then we can decide what the board will

1 be.

2 We may get some darn good ideas from
3 the neighbors or the school and both of them
4 may agree on something that's much more
5 clear than what we have imposed, so why are
6 we inventing the wheel on this, let's dump
7 this in their laps.

8 MS. STANCZYK: When do we have to tell
9 them what we expect?

10 MS. BOUTSIS: This is not going to be a
11 final.

12 MR. FLINN: Unless we get a rejection
13 from the school in total, we are going to be
14 coming back to consider something before we
15 say we have the plan in place to get the
16 hearing.

17 MS. STANCZYK: So we have time to do
18 more research?

19 MR. FLINN: 10 days is a hell of a long
20 time. 10 days seems to be an exceedingly
21 long time to be waiting on this.

22 MS. BOUTSIS: Can I make a
23 recommendation? Can we make it a little bit
24 longer because I will be on vacation?

25 MR. FLINN: By August 3rd I want it on

1 your desk when you get back. That's the fun
2 part of vacation, it's seeing how high the
3 pile is when you get back.

4 DR. FELLER: The fun part of vacation
5 is having a meeting like this when you are
6 on vacation.

7 MR. FLINN: Let's get back to that. So
8 why are we arguing about it. Both sides may
9 come in, in fact, why don't we invite both
10 sides before August 3rd, encourage them in a
11 letter both to the neighbors and to the
12 school, invite them to sit down and come up
13 with an agreed community control board and
14 submit it with their responses, and have it
15 on your desk by August 3rd. And if they
16 can't come up with an agreed one, which by
17 the way we may change up or down, because if
18 they come back with something silly and
19 useless because both sides don't see the
20 value in it, I am going to impose one that
21 there is a value to.

22 So with that disclaimer in there, why
23 don't we just say, you guys can decide and
24 present it, we will consider it strongly.
25 If you can't then unilaterally present us

1 your concept for the board and we'll make
2 the decision between the two and if either
3 one can't live with it, well then they have
4 to decide how they are going to proceed
5 further based upon what we decide.

6 What do you think, Doctor?

7 DR. FELLER: I like it.

8 Eve, can you get at some point, have
9 one of your staff get from the Coral Gables
10 board their system?

11 MR. FLINN: Let me go back to, I am not
12 saying undo this letter, but why don't we
13 put the same proposal in to the school in
14 regards to their sports uses and the
15 neighbors in regards to their restrictions
16 that they would like to see on there too?

17 DR. FELLER: I think that's a good one
18 also.

19 MS. STANCZYK: No. Because this is
20 something that's coming forward in a plan
21 and you are advocating in a responsibility
22 to determine the plan and giving it back to
23 each of the parties.

24 MR. FLINN: I can see that argument
25 there. However, like I said, they may have

1 a much closer agreement on what affects them
2 than what we are thinking of.

3 MS. BOUTSIS: Let them do that at the
4 community meeting.

5 MR. FLINN: Well then let's add to
6 number 12 then that even though all items to
7 be discussed, this item should specifically
8 be covered in the community meeting.

9 MS. STANCZYK: Okay.

10 MS. BOUTSIS: I am not keeping you here
11 forever, I do need to go over some other
12 things.

13 Are we okay, moving traffic off 176th
14 except for staff and emergency vehicles,
15 deliveries are no longer there?

16 DR. FELLER: What number are we on?

17 MS. EVER: Just so you know on 15, I am
18 just making it clear that the police are
19 there to manage traffic at either the
20 entrances or the offsite locations needed
21 for traffic purposes.

22 MR. FLINN: On that point there just
23 real quick, how I see that happening is we
24 have defined for them the rules. They are
25 responsible for what goes on on campus and

1 they are responsible for what goes on off
2 campus. However, they have to go through
3 our police and hire our police and have the
4 plans acceptable to our police, because
5 that's part of our police power.

6 MR. BOUTSIS: And pay for our police.

7 MR. FLINN: Exactly, because the tax
8 payers shouldn't have that burden.

9 MS. BOUTSIS: Okay. We already talked
10 about 17 so I am going to skip that. 18, 90
11 days, I think we already talked about that.

12 19, basically they have to accept what
13 our zoning director says not based on
14 anybody else.

15 MR. FLINN: Wait a minute. Nobody ever
16 accepts what the zoning director ---

17 MR. WILLIAMS: The planning and zoning
18 director.

19 MS. BOUTSIS: Thank you.

20 Palmer is to bear the expenses for
21 itself and the Village as to the litigation
22 and ---

23 MS. STANCZYK: The past litigation?

24 MR. PARISER: The circuit case and ---

25 MR. FLINN: Attach your bill.

1 MS. BOUTSIS: My bill is going to be
2 cheap compared to theirs at \$600 an
3 hour.

4 MR. FLINN: Ours have better results.

5 MS. BOUTSIS: Thank you for that.

6 Number 21 is standard.

7 22 is the timeline for them providing
8 documents and I am good with that.

9 Number 23.

10 MR. FLINN: Add to that, the timeline
11 for documents on both of them. Any side
12 that objects to that timeline needs to
13 submit their suggested timeline.

14 I don't want somebody to say, I can't
15 do it at that time, and I don't want to have
16 to wait another five days to get an answer.
17 So I immediately want them to submit their
18 timeline, which we may or may not accept.

19 What I am trying to prevent is just
20 coming back and questioning things. And
21 that's one thing we need to clear up, to
22 preface both letters or all letters, that
23 all responses to all items need to come with
24 the initial response. I am not going to
25 piecemeal this and have you five days

1 negotiating, spend five days negotiating
2 number 13 and having them come back and say
3 now we are going to discuss 10.

4 We want a comprehensive response and we
5 are going to get everything done in
6 whatever, the five days.

7 MR. PARISER: And that way we'll see if
8 we are saving time. You may get a response
9 saying six, nine and 15, we are not going to
10 agree with this.

11 MR. FLINN: But if we do, I don't want
12 to sit there and get ---

13 MR. PARISER: The point is I don't want
14 to do the other 23 points and then they say,
15 by the way ---

16 MS. BOUTSIS: Mayor, I am not going to
17 put on number 22, that any objections,
18 because this is the time for them to object
19 to the timing.

20 MR. PARISER: And by the way, if this
21 is going to be voluminous, are the council
22 members going to get more than three days
23 before the zoning meeting?

24 MS. BOUTSIS: Yes.

25 Now, deliveries and trash removal

1 Monday through Friday.

2 MS. STANCZYK: Number 24.

3 MS. BOUTSIS: Sorry. "The parties are
4 to identify and define the number of
5 students to a quantifiable easily determined
6 number, whether it enrollment, or some other
7 definition that leaves no room for
8 interpretation."

9 MS. STANCZYK: I would like to add in
10 there that there is to be an independent
11 report reporting the number, which is the
12 report supplied by the reporting agency,
13 whatever State agency they use.

14 MR. FLINN: You are talking about in
15 terms of enforceability and whatever number
16 of students that you get?

17 MS. STANCZYK: Yes.

18 MS. BOUTSIS: That would be supplied by
19 the hearing.

20 MS. STANCZYK: No, it's going to be
21 supplied ---

22 MR. PARISER: On a yearly basis.

23 MR. FLINN: Part of the development
24 order, part of the enforceability should be
25 that they let us know. And by the way, I

1 think it needs to go as far as every year
2 they need to present an official roster and
3 any changes to the roster as police and
4 fire.

5 As I said, it's kind of embarrassing
6 the headmaster not knowing - I am just
7 picturing fire trucks rolling up to the
8 building and they say, I don't know how many
9 kids are in this class, it might be 620 or
10 621.

11 MS. STANCZYK: We want independently
12 this supplied by the reporting agency for
13 the ---

14 MR. PARISER: We want to be copied from
15 whatever they submit.

16 MS. STANCZYK: No, we want a copy from
17 the organization.

18 DR. FELLER: I don't think they are
19 going to falsify a number that they are
20 going to give to the organization.

21 MS. STANCZYK: They have done it
22 already. They did it already. They have
23 been doing it every year.

24 MS. BOUTSIS: Dr. Feller, I don't think
25 it's going to a material dispute from

1 anybody. Let's just do from the reporting
2 agency. I don't think they are going to have
3 an objection to that.

4 MR. FLINN: Whatever the standard is,
5 but like I said, I think that we need --
6 because that's part of it. If we are going
7 to have anything done we are going to have
8 to have accountability.

9 My disappointment is that I asked the
10 headmaster for a number, if we have the
11 emergency vehicles show up, we need to know
12 Johnny is missing. And if they can't tell
13 you whether he is there or not or even if
14 little Johnny does go to that school, Johnny
15 could be in big trouble when he is left in
16 that classroom and gas is rolling in and we
17 don't know that he is in there.

18 MS. BOUTSIS: I am going to keep this
19 short. Number 25, deliveries and trash
20 removal.

21 MR. FLINN: I don't know if I can talk
22 anymore, I am so upset about little Johnny.

23 MS. BOUTSIS: Deliveries and trash,
24 eight to six p.m., Monday through Friday.
25 Any problems?

1 MR. FLINN: I think that all commercial
2 areas and all our home areas are restricted
3 by our noise ordinance and I don't think
4 they can come in there at certain times.

5 MR. PARISER: Why would they be treated
6 different?

7 DR. FELLER: We have residential areas
8 near our commercial areas near Dixie
9 Highway, are these the same restrictions
10 that we have there?

11 MR. BOUTSIS: I don't believe it's the
12 exact same. I believe it's seven a.m. and I
13 don't know if we have a nighttime.

14 MR. FLINN: My point is, this is a
15 residential area and maybe the answer is in
16 terms of consistency that Westminster,
17 Palmetto Bay Village is buffered a lot
18 better than most places.

19 But Westminster, the Churches, even our
20 public schools, we may not be able to tell
21 the public schools that they can't dump at
22 this point because they are on a
23 reservation, but we sure as heck can --
24 their haulers are subject to our rules and
25 if he goes and dumps at the wrong time we

1 can still nab that hauler, am I wrong on
2 that?

3 MR. WILLIAMS: We don't have commercial
4 haulers?

5 MR. FLINN: At Coral Reef we do.

6 MR. WILLIAMS: No. We follow the
7 county's rules. We didn't enact commercial
8 hauler guidelines.

9 MR. FLINN: This is not the time to be
10 difficult, Mr. Manager. We can hold them to
11 our noise ordinance.

12 MS. STANCZYK: I asked about that in
13 the past when they were being particular
14 about Publix over by 146th.

15 MS. BOUTSIS: They have been cited.

16 MS. STANCZYK: I understand, but I
17 wanted an ordinance then.

18 MR. WILLIAMS: You all rejected it five
19 times.

20 MS. STANCZYK: I rejected it?

21 MR. WILLIAMS: Yes.

22 MS. BOUTSIS: It's a solid waste
23 franchise.

24 DR. FELLER: What are our rules?

25 MS. BOUTSIS: I believe it's seven a.m

1 until like six or seven p.m.

2 MR. FLINN: My point is that everybody
3 should enjoy the piece and quiet. I think
4 that some of these things should be enacted
5 Village wide not just specific to the school
6 and it comes back to my talking about
7 consistency.

8 MS. BOUTSIS: I will make that change
9 then consistency with the noise.

10 DR. FELLER: How are you going to tell
11 the County if they come by at 7:00 a.m. that
12 they are not allowed?

13 MR. FLINN: The county doesn't do
14 commercial pickups. Trash removal they only
15 do residential. And they only do
16 residential, they start at 7:00 a.m. and
17 they finish when they finish. This would
18 not impact the county at all. And they
19 don't pick up on weekends, it's the
20 commercial haulers that do it.

21 From my house on a quiet Sunday morning
22 I can hear them picking up at Coral Reef
23 Elementary School.

24 MR. WILLIAMS: The only county
25 commercial pickup might be recycling.

1 MS. BOUTSIS: Next. 27, I don't think
2 is a problem. Lighting.

3 MS. STANCZYK: The lighting records
4 also include hours of operation. So it
5 would have been hours of operation and
6 lighting.

7 MS. BOUTSIS: I had taken it out
8 because I don't have a consensus on this and
9 I do think this is part of a quasi-judicial
10 hearing.

11 MR. FLINN: My problem with that too is
12 again, I think we need to be totally
13 consistent throughout the Village and if
14 it's lights out at 8:30 is should be lights
15 out at 8:30 for everybody else.

16 It drives me nuts that Tennis stays
17 open until ten and we have told the softball
18 players that they have to be off earlier.
19 And it comes to, how the heck we want rules
20 enforced, how the heck do we enforce them
21 when you have to have a running program that
22 Palmer needs to be off at eight and
23 Westminster is 9:15 and Palmetto Bay Park is
24 9:00.

25 MS. STANCZYK: You are talking about a

1 public facility and a private facility.

2 MR. FLINN: That's where Bert Harris
3 comes in.

4 MS. STANCZYK: You don't scare me with
5 Bert Harris.

6 MR. PARISER: What does Westminster do?

7 MR. FLINN: I am not sure Westminster
8 has any lights, first of all.

9 MR. PARISER: Don't they play night
10 baseball?

11 MS. STANCZYK: So why don't we be
12 consistent across the Village and not have
13 lights?

14 MR. FLINN: That was one of the points
15 that was made at the hearing and if
16 Westminster can do it Palmer can probably do
17 it too.

18 Westminster has been a very good
19 neighbor on a lot of things, and don't think
20 that I am not looking at that.

21 MS. BOUTSIS: So can I leave out
22 lighting for now and deal with that at the
23 hearing?

24 DR. FELLER: Leave lighting to the
25 public hearing.

1 MS. BOUTSIS: That's what I asked.

2 Alright, PILOT, the payment in lieu of
3 taxes, which I have to explain in here. It
4 says, "Shall recognize." It's kind of weak
5 language, but do you want Palmer Trinity to
6 pay a PILOT?

7 MS. STANCZYK: Sure, why not.

8 MR. FLINN: Gee, why, let me guess, no,
9 we don't want them to contribute to the cost
10 of running a government in the middle of
11 Palmetto Bay.

12 MS. BOUTSIS: Alright, so it's going to
13 be an affirmative statement that a PILOT
14 would be imposed.

15 MR. FLINN: PILOT literally means
16 payment in lieu of taxes. You cannot tax a
17 non-profit, however, non-profit can agree to
18 contract to pay money. And the nice thing
19 is we can collect our municipal portion, but
20 they don't pay a school board PILOT, they
21 don't pay a countywide PILOT.

22 They do it in the City of Miami, they
23 do it in the City of South Miami and Baptist
24 Health Systems pays that PILOT at South
25 Miami Hospital, a member hospital.

1 MR. PARISER: You don't ask you don't
2 get.

3 MS. BOUTSIS: I will tell you that I
4 had proposed this concept to Palmer Trinity
5 at some point prior and they were amenable
6 to the concept, although no other private
7 school in Dade County currently pays one.

8 MS. FLINN: The Montessori school
9 actually pays taxes and they are doing well.

10 MR. BOUTSIS: I am saying that it was
11 put out there so I think that we could put
12 it out there again.

13 MS. STANCZYK: But the PILOT should not
14 be considered something that would ---

15 MR. FLINN: By the way, the PILOT is
16 not perpetuity, PILOTS are for a defined
17 period, usually I think they are like a 20
18 year period.

19 MS. BOUTSIS: Usually 10. I am going
20 to be reasonable with them and put 20.

21 MR. FLINN: Try 20.

22 MS. STANCZYK: Try 40.

23 MR. BOUTSIS: Or the 15 years of their
24 expansion or something.

25 MR. FLINN: 20 years from when they

1 complete their expansion.

2 MS. STANCZYK: 20 years after they
3 complete their expansion. Or 30, that's
4 like your standard mortgage.

5 MR. FLINN: Start at 30, that's a
6 negotiable term.

7 MS. STANCZYK: But it should not be
8 considered a payment that will grant them
9 extra courtesy.

10 MR. FLINN: That's what they wanted
11 last time but they didn't get that, did
12 they?

13 MS. STANCZYK: Whatever, I am not a
14 good poker player, I want to tell everybody
15 the truth, the whole story, there it is,
16 take it or leave it.

17 MR. PARISER: The way 29 and 30 are
18 phrased, "Intervenors shall recognize".

19 MS. BOUTSIS: I cut and paste it.

20 MR. PARISER: That shouldn't be in
21 there, it's between us and Palmer.

22 MS. STANCZYK: Number 30 disappears.

23 MS. BOUTSIS: No, it's going to be
24 changed to the buildings shall be green.

25 MS. STANCZYK: You have it before so 30

1 disappears.

2 MS. BOUTSIS: Okay. And finally, on
3 31, basically the concept is they can't rely
4 on any old plans. Going forward once the
5 plan is approved it's whatever is on the
6 current plan, everything else goes away. If
7 there is anything non-compliance with the
8 plans that's finally approved it has to be
9 removed immediately, whether it's trailers
10 or anything.

11 MS. STANCZYK: When will we be made
12 aware of ---

13 MR. FLINN: I think they should have
14 one year to get started and it should all be
15 cleared out when they get started.

16 MS. STANCZYK: No, I think a year is a
17 long time when you have been sitting there
18 with trailers that were never put to use
19 since '99.

20 MR. FLINN: I think finally getting rid
21 of them in a year verus it potentially
22 continuing on is great.

23 DR. FELLER: I would like to comment a
24 minute. I am all in favor of trying to make
25 sure that all of our restrictions are

1 enforced.

2 One of the problems, and it's a problem
3 that is our problem also, for the first
4 several years they had this requirement from
5 their previous agreement and the County
6 didn't enforce it and we didn't enforce it.
7 I think that we have to revamp our entire
8 enforcement procedure.

9 For example, when we have a zoning
10 variance and we say someone has to put
11 landscaping up, three or four years down the
12 line if the landscaping dies, are we
13 reviewing it to see that they put it back
14 again.

15 I think that we have been very lapsed
16 in following all of these, but our residents
17 have to understand when they get a
18 requirement it goes for a long time and the
19 Village is going to review it and is going
20 to fine them.

21 MR. FLINN: Well, a commercial example
22 is, Publix was supposed to have a
23 landscaping plan when they got their
24 variance that they wanted us to buy on the
25 so-called Publix Park. But there is no

1 landscaping plan and there is no enforcement
2 and it is just a scraggly bunch of trees.

3 DR. FELLER: That's exactly what I am
4 saying.

5 MR. FLINN: And then on the other side,
6 on the personal side, I keep mentioning
7 about Delvola (sic) that there was somebody
8 that has specific water retention plan and
9 there is apparently no enforceability of
10 that and she is getting harmed with each and
11 every heavy rain because there is no
12 requirement. Everybody else is allowed to
13 build up higher around her and what used to
14 be an appropriate height is no longer and
15 she is getting harmed on that and that's a
16 problem.

17 So I do see that as a problem with
18 Palmer and because of that a new idea has
19 come into there.

20 And by the way, and we should put in
21 there that if they have not built it, that
22 the plan that we accrue is not transferable
23 to a new purchaser. And if they only get
24 halfway through their plan and they decide
25 to sell part of the land or they decide to

1 sell that whole land, that this granting is
2 basically owner specific.

3 MS. STANCZYK: Where is the Unity of
4 Title.

5 MR. FLINN: Because again, I don't want
6 them to suddenly flip this land to somebody
7 else, because this is all based upon
8 somebody being a good neighbor. And I think
9 that that's a good consistent thing to put
10 into all of our zoning, we never seem to put
11 them in there. Dr. Feller has talked about
12 that on several times in terms that they
13 should be timeframed to give somebody a
14 variance.

15 MS. BOUTSIS: If I can just, a couple
16 of things. On the timeframe it's listed in
17 here as something that would be handled at
18 the hearing because it has to be handled at
19 the hearing, it is part of what we have
20 written in here.

21 Two, we do under the proposed zoning
22 procedures going forward a development order
23 that has a two-year life. If it's not
24 started, built in that two years, you have
25 to start to build and you can't let it stag

1 or else you lose it.

2 DR. FELLER: They may in this economy,
3 may not be ready to start building.

4 MS. BOUTSIS: Then they have to come
5 back for other approval, that's the basic
6 concept.

7 DR. FELLER: Do you think two years is
8 too short?

9 MS. STANCZYK: No.

10 MR. PARISER: Just make it standard.

11 MS. BOUTSIS: You are approving a
12 timetable for the different phases in your
13 public hearing.

14 Once they submit that building permit,
15 they would then have a two-year phase. I
16 don't want anymore interruptions for one
17 second.

18 The enforcement section basically I
19 will put language in here that on all of the
20 conditions there will be an annual review
21 and inspection for compliance, and then we
22 need to have an enforcement county
23 commission either loss of C/O or \$500 a day
24 fines or whatever it is.

25 DR. FELLER: The only thing that I

1 again say that we have to do is independent
2 of this and it's not the time, we have to do
3 this for the whole Village too.

4 MS. BOUTSIS: I got the message,
5 Dr. Feller, and I will make sure that it's
6 in the final draft of what we are doing.

7 MR. PARISER: I have a question on 31.
8 It seems like a word is missing. "Approval
9 of any subsequent plan shall render", but we
10 don't say render what.

11 MS. BOUTSIS: "Any incomplete or
12 non-constructed portions of the Palmer
13 Trinity 1999 approval" take out the "or"
14 "the subsequent 2000 substantial compliance,
15 or the 2008 substantial compliance
16 determinations."

17 MR. PARISER: "Shall render the --

18 MS. BOUTSIS: Thank you.

19 MR. PARISER: Which means now what?

20 MS. BOUTSIS: They would be tied to the
21 new plan ---

22 MR. PARISER: This and only this?

23 MS. BOUTSIS: Yes.

24 MR. PARISER: Which if you have a
25 concern about the trailers.

1 MS. STANCZYK: There is a bunch of
2 things that need to be complied with.

3 MR. PARISER: What does that mean?

4 MS. BOUTSIS: Non-compliance with the
5 plan within one year, they have one year to
6 come in complains with the new plan.

7 Meaning anything that is on the cite plans
8 that is not a part of the final approval.

9 MR. FLINN: Maybe we can answer all
10 concerns saying that in their answer to this
11 they are going to tell us how quickly they
12 are going to get in complains. Because if
13 they can do it in three months why do give
14 them a year, and if they can't do it in a
15 year and they have a real reason why, then
16 we consider it.

17 MR. PARISER: Shelley's concern is that
18 they were supposed to do certain things that
19 they never did.

20 MS. STANCZYK: In 1999.

21 MR. PARISER: So now you are saying,
22 forget about those things that they had to
23 do.

24 MR. FLINN: Now they have to comply
25 with the overall plan which includes ---

1 MR. PARISER: The question is the
2 things that they had to do that they didn't
3 do have to be included?

4 MR. FLINN: The '99 plan is going to be
5 null and void when we get this over with.
6 So they need to comply with the overlay.

7 MS. BOUTSIS: And the overlay, for
8 example, cannot have trailers, so they can't
9 have trailers on the property.

10 MS. STANCZYK: The point is you then
11 must cite them again for the trailers.

12 MR. PARISER: They have to get rid of
13 the trailers.

14 MS. STANCZYK: But from the '99 plan
15 that they signed and agreed to was to remove
16 trailers and bla, bla, bla, and all of these
17 other things. When that plan goes away,
18 that signature that agreed that those things
19 had to disappear also goes away.

20 So then we must then once again site
21 them for the trailers, do an inspection.

22 Is that correct, Mr. Manager?

23 MR. WILLIAMS: No. You will approve a
24 new site plan which does not include those
25 things just like the Village attorney has

1 told you. You have created a new day and
2 that new day is subject to the approval of
3 this site plan that you approve and if that
4 has no trailers then that's no trailers.

5 MS. STANCZYK: When does that get
6 inspected?

7 MR. PARISER: The yearly review.

8 MS. STANCZYK: When does that first
9 yearly review happen?

10 MR. WILLIAMS: Whenever you approve it.

11 MS. BOUTSIS: Can I make a
12 recommendation, and I know not everybody is
13 going to be happy with this.

14 The trailers have been there regardless
15 of whether they were supposed to be there or
16 not. It's part of lien substantial
17 compliance determination, she actually
18 hasn't finally ruled on the trailers, which
19 is something that Mr. Perez now has to do,
20 Arlene Weintraub.

21 That being said, all of the conditions
22 that are not in compliance with your site
23 plan, whatever they are, I say you set a
24 date, six months, whatever it is, a
25 reasonable amount of time, I know it may not

1 be reasonable in the sense that it's been
2 nine years.

3 MS. STANCZYK: 10 years.

4 MS. BOUTSIS: A reasonable time period
5 of like six months to get it all out of
6 there, and if not a daily fine of \$500 for
7 revocation of their approval.

8 MS. STANCZYK: When does that occur?

9 MS. BOUTSIS: From the time of the
10 hearing.

11 MS. STANCZYK: When we go forward with
12 the hearing then, that's what I am asking?

13 MR. WILLIAMS: Whatever you approve.

14 MS. BOUTSIS: Okay.

15 (Discussion off the Record)

16 MS. STANCZYK: Do we have a Unity of
17 Title requirement?

18 MS. PARISER: Unity of Title means?

19 MS. BOUTSIS: All under one ownership.

20 MR. PARISER: That doesn't prevent them
21 if they do their plan ---

22 MS. BOUTSIS: They can't portion it off
23 or sell. They have to come to us with an
24 approval.

25 Let's go back over the Intervenor's

1 Letter. It's almost the same.

2 Dr. Feller, do you have the Intervenor
3 letter?

4 MS. STANCZYK: It's in your e-mail.

5 MS. BOUTSIS: Again, the clarifications
6 that we are doing in the first letter is
7 part of case numbers original action
8 appeals, those kinds of things are going to
9 be in this letter as well, so that would be
10 relating to number six.

11 DR. FELLER: The Intervenor's letter
12 were for viewing?

13 MS. BOUTSIS: Yes.

14 DR. FELLER: When did you send them
15 out?

16 MS. BOUTSIS: Yesterday.

17 MR. PARISER: It's the letter dated
18 July 3rd.

19 MS. BOUTSIS: I'll start off reading
20 it, Dr. Feller, so you know what's going on.

21 The first clause just says, "We will
22 not contract zone" same as the other letter.

23 Number two, is the same as the other
24 letter, we will hold a quasi-judicial
25 hearing.

1 Number three, basically that the
2 parties will go to a public hearing and what
3 happens with the Certiorari action.

4 Number four, the charter amendment will
5 not be raised as part of the quasi-judicial
6 process.

7 And so that we are clear, I talked to
8 Councilwoman Stanczyk, basically we are not
9 saying if they do a future application it
10 won't apply, it's just for this current
11 quasi-judicial hearing.

12 MS. STANCZYK: In which they will name
13 and number all the actions that this covers
14 so that any other action they bring back to
15 us will then go under any future law and
16 charter amendment, which includes new zoning
17 and charter.

18 MS. BOUTSIS: Correct.

19 Number five, I said the original
20 action, I actually have to name the case
21 number again.

22 Number six, is the substantial
23 compliance language that we just talked
24 about in the other letter so I will do the
25 same types of revisions. Including all

1 current non-conforming, bla, bla, bla, to be
2 removed.

3 Number seven, the public meeting that
4 we talked about with Palmer Trinity and they
5 will participate if they so choose in the
6 public meeting prior to the quasi-judicial
7 hearing.

8 Number eight, is the same.

9 MS. STANCZYK: Number seven, question;
10 will we receive a report as to the outcome
11 on the public meeting and how would that be
12 handled?

13 MS. BOUTSIS: I don't think that you
14 should have a report.

15 MS. STANCZYK: In other words, the
16 purpose of having that is what?

17 MS. BOUTSIS: For them to get out to
18 the community and hopefully get input from
19 the community. You are not supposed to
20 participate in that and you are supposed to
21 have a quasi-judicial hearing of your own.

22 MS. STANCZYK: I understand that, but
23 what I am saying is, are they supposed to
24 actually do anything and we are supposed to
25 -- are they going to show up and just sit

1 there or --

2 MS. BOUTSIS: If they do I think it
3 will reflect at the hearing.

4 MS. STANCZYK: Okay.

5 MS. BOUTSIS: Number eight is basically
6 a reference back to number seven on what is
7 the application that will be filed.

8 So far, Dr. Feller, nothing really
9 different from the other letter.

10 DR. FELLER: I am listening.

11 MS. BOUTSIS: Number nine, we say that
12 we cannot guarantee that there will be no
13 opposition from the community. And again
14 that the charter amendment will not be
15 raised during that hearing, and I will make
16 sure again that it's clarified to that
17 hearing and the underlying litigation as to
18 that matter.

19 MR. FLINN: Let me go back to one
20 thing. I think one of their offers to us
21 was that they get a permanent exemption from
22 this. Obviously, they have an application
23 pending before the ordinance was voted on,
24 approved and certified, they don't get any
25 permanent, that's off the table.

1 MS. STANCZYK: No, there is no way for
2 us to deny the charter.

3 MR. FLINN: They may have this current
4 situation under the wire, but they don't get
5 the permanent exemption, especially since
6 they are the very reason, for the record,
7 that this thing was put in place.

8 MS. STANCZYK: Not only they don't get
9 an exemption from that, it is for the
10 purpose of settlement of the one and only
11 case, not their second application that's
12 already submitted.

13 MS. BOUTSIS: I tell you what. I will
14 make it very clear that that other
15 application will be withdrawn.

16 MS. STANCZYK: Okay, withdraw it.
17 Because that does not even come close to
18 being under the wire.

19 MS. BOUTSIS: I will put that into the
20 Palmer Trinity Agreement.

21 MR. FLINN: Anything future they want
22 to do is a whole new thing subject to our
23 existing rules.

24 MS. STANCZYK: Rules, codes and zoning
25 as well as charter.

1 MS. BOUTSIS: Understood.

2 Number ten, is the traffic. So
3 whatever we did on the traffic it will be
4 reflected here.

5 Number eleven, this is a community
6 board issue which we talked about it and I
7 am going to be researching U of M ---

8 MR. FLINN: Before you spend a lot of
9 time at our expense reviewing it, we have to
10 get all sides to agree to it or a
11 determination that we are going to impose it
12 regardless before we go and do further
13 research on it.

14 MS. BOUTSIS: Why don't we do the 8/3
15 deadline then for parties and then we can
16 discuss it.

17 MR. FLINN: And then once we see what
18 they want to do, because if they come up
19 with something that we want to take it to
20 the next step higher than even what the
21 parties want to do, we'll do that. At this
22 point if it's a non-starter either way,
23 there is no sense having you take a look at
24 it when we are not going to go further on
25 this thing anyway.

1 MS. STANCZYK: I think we are going to
2 go further on it.

3 MR. FLINN: But if we don't get
4 agreement to go forward from them we don't
5 have a hearing to worry about.

6 MS. BOUTSIS: The only thing I will do
7 is contact Liz Hernandez and try and get the
8 information.

9 MR. FLINN: Obtain it so we don't have
10 more delays.

11 MS. STANCZYK: Don't write us a bill
12 for it.

13 MR. FLINN: Take the receipt, but I
14 don't want to see receipt and review.

15 MS. BOUTSIS: I think I am pretty
16 conservative in my billing, thank you, but I
17 got the message.

18 Number 12, the sports thing is going to
19 be the same concept as with Palmer Trinity
20 on the league play, etcetera, and that's on
21 the 13 as well.

22 Number 14 is the police security, so
23 whatever we talked about the police security
24 and payment of that would be the same.
25 Traffic moved to 176th. The same as in the

1 Palmer Trinity letter. The beautification,
2 the same as the Palmer letter.

3 17, 90 day time period.

4 18, is the green, so it's just
5 basically there will be a green building.

6 Now, understand that these are
7 conditions that are for Palmer but we are
8 putting the residents on notice and if they
9 are going to object we need to know now.

10 MR. PARISER: You are not putting them
11 on notice on number 31. 31 was the missing
12 rendered void of the 1999.

13 MS. BOUTSIS: It's a different number
14 in here but it is in here. That was number
15 six.

16 MR. PARISER: Okay.

17 MS. BOUTSIS: 19, PILOT, and that the
18 residents will not raise objections to the
19 PILOT.

20 Number 20, zoning director, I don't
21 think that's an issue. Let me try to find
22 the ones that are different.

23 MR. WILLIAMS: Planning and zoning,
24 again.

25 MR. PARISER: Make sure that you put

1 void in that sentence.

2 MS. BOUTSIS: Yes.

3 MR. PARISER: Try to make your numbers
4 consistent.

5 MS. BOUTSIS: I think that's really the
6 only changes that are different from the
7 other letter.

8 Dr. Feller, are you okay with that?

9 DR. FELLER: Yes, I am fine.

10 MS. BOUTSIS: One last thing. I am
11 going to write this letter and it's going
12 out today. No more input, no more changes
13 because then I have go get another
14 attorney/client session.

15 MR. FLINN: There will be another
16 attorney/client session to discuss the
17 charter. I would suggest that July 13th we
18 set the date which probably would be August
19 5th or 6th or something, after you have had
20 a chance to review everything.

21 MS. BOUTSIS: What I will do is set the
22 next A/C session at our council meeting on
23 Monday. Thank you, everyone.

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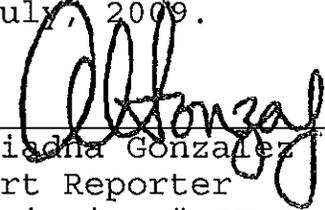
CERTIFICATE OF REPORTER

STATE OF FLORIDA :
 : SS.
COUNTY OF DADE :

I, ADRIADNA GONZALEZ, Court Reporter,
Notary Public in and for the State of Florida at
Large, do hereby certify that I reported the
attorney/client session called by the above-styled
cause; that the said session was duly sworn; and
that the foregoing pages, numbered 1 to 94
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 hand and official seal in
the City of Miami, County of Miami-Dade, State of
Florida, this 22nd day of July, 2009.



Adriadna Gonzalez
Court Reporter
Commission # DD 610641
Expires Nov. 29, 2010

plan, as the plan will be heard as part of a settlement, and as such, any objections to the quasi-judicial proceeding shall proceed as an appeal, without reference to the prior appellate argument.

4. The Bert J. Harris Act claim is to be dismissed, with prejudice upon acceptance of the settlement agreement.

5. The original action is to be dismissed upon entering into a settlement agreement.

6. The Village has requested that PT hold quarterly meetings with the community intervenors (CCOC and Old Culter Glenn Homeowners Association) agree as part of the Village's community to participate in good faith. Prior to holding any quasi-judicial proceeding, Palmer Trinity will issue a notice of a public community meeting which shall not be attended by the elected officials of the Village, prior to the quasi-judicial hearing. This is so that the community can review the actual proposed application intended for public hearing as part of the proposed settlement of all the litigation and pending claims. The public community meeting shall provide an opportunity for input to Palmer Trinity of the community issues, concerns, and general input. A village wide notice, paid for by Palmer Trinity shall issue to the community, at large, and a neutral location used for the public community meeting (ie: Christ Fellowship Sanctuary, Palm Room at Palmetto Bay Village Center). Newspaper advertisement of the Palmer meeting with community, at large, in neighbors section of Miami Herald, and in the Palmetto Bay News to issue at least 10 days prior to the meeting being held. The Village will provide additional notice through its website, posting, and e-news letter.

7. Palmer is to submit the application, as described in paragraph 6, for quasi-judicial hearing. There may be modifications to the plan, due to the public meeting identified in paragraph 6, above. The applicant has stipulated not to request any variances.

8. The Village cannot contract away or agree that there shall be no opposition at the quasi-judicial proceeding, as any interested party may participate in the proceeding. Due process requires a fair and impartial forum, open to the applicant and the community to raise issues, concerns, and testimony for or against the application.

9. The traffic consultant for the Village and the traffic consultant for Palmer Trinity shall select a neutral, third-party traffic consultant that shall provide recommendations, update, and review of the traffic implications due to the application. Both consultants shall provide input and recommendations to the third-party consultant who shall then issue a final report to the Village Council. Palmer Trinity is to pay for the expenditures relating to retaining the third-party consultant and any proposed recommended improvements, or light synchronization for SW 176th Street and SW 184th Street, including but not limited to roadway improvements, turning lanes. The traffic consultant, if the plan is approved per their recommendations, shall review and confirm the level of service every five years for the proposed expansion period, and of any



Please reply to:
Office of the Village Attorney
18001 Old Cutler Road, Suite 556
Miami, Florida 33157-6416
(305) 854-5353 (telephone)
(305) 854-5351 (fax)

VILLAGE OF PALMETTO BAY
8950 SW 152nd Street
Palmetto Bay, Florida 33157

July 6, 2009

Eileen B. Mehta
Bilzin Sunberg
200 S. Biscayne Boulevard
Suite 2500
Miami, Florida 33131-5340

Re: Palmer Trinity Global Settlement.

Dear Ms. Mehta:

This letter shall serve as the Village of Palmetto Bay's comprehensive settlement of all pending litigation and appellate proceedings by and between Palmer Trinity School and the Village. This letter is solely intended for settlement discussions and shall not constitute any admission against interest and shall not be utilized for any purposes other than to resolve the outstanding dispute amongst the parties. The proposal recognizes:

1. That the Village shall in no way engage in "contract zoning" and more specifically shall not contract away its police powers.
2. Any future resolution of the zoning and/or site plan will require a quasi-judicial hearing in which all interested parties may participate.
3. The Petition of Writ of Certiorari to the Third District Court of Appeal is to be stayed until the quasi-judicial is held, and upon holding of the quasi-judicial hearing, the petition is to be dismissed with prejudice. The parties agree to not raise res judicata as to the modified

proposed material changes to the plan. Any modifications due to the changes found by the third-party consultant over the expansion period shall be born by Palmer Trinity, including the costs of the third-party consultant.

10. As part of the application and possible approval, Palmer Trinity agrees to hold quarterly meetings with the community, as an out reach effort to resolve the community relations issues between Palmer Trinity and the surrounding community. After the first year, the community relations board shall meet semi-annually. The Board shall report semi-annual back to the Village Council. The Village shall not participate in the community relations board activities, nor select members or participants. The intent is to have Palmer Trinity actively become a neighbor in the community and to discuss any issues within the community, whether due to traffic, noise, the operations of the school or other third-party impacts that could affect the school in turn. The schedule may be modified by the volunteer board. A third party moderator, selected by the community board shall preside over the meetings. The Board shall consist of at least seven volunteers from the Village community, three may be affiliates with Palmer Trinity, three from the community at large not affiliated with Palmer Trinity, and the last person shall be selected by the other six. The Board recommendations on any of the community related issues shall be presented to the Palmer Trinity Board of Directors for comments and action.

11. As part of any approval of the application, Palmer Trinity agrees to open its sporting facilities and green space areas to the Village Community for noncommercial purposes, which condition shall be a covenant running with the land, to allow Village residents to use the facilities when school activities, practices and league play is not occurring on the specific types of fields or sports facilities. This may be regulated to weekends, and/or week nights. A reasonable use plan shall be prepared and negotiated by the parties.

12. As to number 11, league play and current types of intensity of uses shall consist of the existing/current league play uses and intensities already existing at Palmer Trinity. Palmer Trinity shall provide proof of existing league plays and uses of the sports activities. No more than one visiting team per event/league activity. This condition shall be placed in a covenant running with the land.

13. Give them certain things – incentives on gold or platinum Green certified

14. Final number of students, scheduling, and building related issues shall be resolved at the quasi-judicial public hearing.

15. The School shall work with the Village Police Department to coordinate peak hour traffic movements as well as security issues. The school will patrol and secure its site 24 hours, a day, 7 days a week. The School shall pay all expenses relating to traffic control, police involvement, police participation in traffic movements (the traffic plan). The traffic plan relating

to the daily school use and/or for any special events at the school for the roadways shall be subject to approval of Village Police Department and Village police officers are to be hired by and paid for by Palmer Trinity. This condition shall be placed in a covenant running with the land.

16. All traffic shall be moved off SW 176th Street, except for staff and emergency vehicles.

17. Palmer Trinity shall submit traffic calming and beautification plans, including tree plantings for SW 176th Street, provide chicanes and two (2) traffic circles on SW 176th Street. Palmer Trinity shall be responsible for the costs associated with the traffic calming as recommended by the third-party consultants, and for the costs associated with Street Tree beautification. This condition shall be placed in a covenant running with the land.

18. The Village will schedule the public hearing for the application described herein, within 90 days of execution of the settlement agreement provided, however, the third-party traffic consultant has completed his review and update of the traffic study previously submitted by Palmer Trinity.

19. Palmer Trinity understands and agrees that the current Zoning Director of the Village shall independently review the application considered herein and provide an independent analysis and recommendation. The Current Zoning Director shall not be held to the analysis and recommendations of the prior director. The Current Zoning Director shall review based upon the criteria of the Code and provide an independent review.

20. Palmer Trinity is to bear the costs and expenses of itself and the Village in the underlying litigation, including attorney's fees. Palmer Trinity shall be responsible for the expenses identified in this settlement agreement. Intervenors are to bear their own costs and expenses.

21. In exchange, the Village will review the application as required under the quasi-judicial proceedings and Jennings rules.

22. Palmer Trinity and Intervenors may submit jointly, language regarding covenants or enforceability provision within 15 day prior to the quasi-judicial hearing and submit copies of all such communications to the Village Attorney. Otherwise, each individual party, may unilaterally submit language to the Village Attorney 10 days prior to the quasi-judicial hearing. The Village Council shall review all such communications as part of its final quasi-judicial public hearing and deliberation.

23. In anticipation of the hearing, PT and Intervenor shall comply with the Village Attorney's scheduling order, which shall require the production of exhibits, documents, demonstrative evidence, curriculum vitae of experts, and synopsis of expert witness testimony, etc.

24. The parties are to identify and define the number of students to a quantifiable easily determined number, whether it is enrollment, or some other definition that leaves no room for interpretation.

25. Deliveries and trash removal are to be made during the time period of 8:00 a.m. and 6:00 p.m., Monday through Friday. All deliveries, trash removal shall be made consistent with solid waste and noise ordinances of the Village.

26. The parties are to identify and define the number of students to a quantifiable easily determined number, whether it is enrollment, or some other definition that leaves no room for interpretation.

27. If a settlement is agreed to, the parties agree to the validity of the contents therein and shall not challenge the terms and conditions as negotiated.

28. Lighting reference deleted.

29. The Intervenor shall recognize the Village's efforts to seek a PILOT from Palmer Trinity as part of settlement. The PILOT shall be an incentive to settlement.

30. Intervenor shall recognize the efforts and attempts of Palmer Trinity to reach Gold or Platinum GREEN LEED certification as negotiated by the Village and understand that Palmer Trinity may receive building incentives from the Village for going Green.

31. Approval of any subsequent plan shall render any incomplete or non-constructed portions of the Palmer Trinity 1999 approval or the subsequent 2000 substantial compliance, or the 2008 substantial compliance determinations. Intervenor agree that any new approval based upon the quasi-judicial hearing, shall supersede any prior plans of PT.

This offer is good for 30 days from date of this letter at which time entire offer shall be revoked.

Very truly yours,

Letter to Eileen Melta
Settlement Proposal Letter
July 6th, 2009
Page 6 of 6

Confidential Settlement Proposal

Eve A. Boutsis,
Office of Village Attorney

cc: Village Manager
Mayor and Village Council

CONFIDENTIAL



VILLAGE OF PALMETTO BAY
8950 SW 152nd Street
Palmetto Bay, Florida 33157

July 3, 2009

W. Tucker Gibbs
P.O. Box 1050
Coconut Grove, Florida 33133

Amy Huber
Shubin & Bass, P.A.
46 SW 1st Street - Third Floor
Miami, Florida 33130

Re: Proposed Settlement Agreement
Palmer Trinity matters

Dear Mr. Gibbs and Ms. Huber,

This letter shall serve as the Village of Palmetto Bay's comprehensive settlement of all pending litigation and appellate proceedings by and between CCOCI (intervenor), Old Cutler Glenn Homeowner's Association (intervenor), jointly (Intervenors), Palmer Trinity School and the Village. This letter is solely intended for settlement discussions and shall not constitute any admission against interest and shall not be utilized for any purposes other than to resolve the outstanding dispute amongst the parties. The proposal is conceptual and not final in all details, which need to be worked out either at hearing or as part of a final settlement agreement.

The hearing held not final until the post hearing conference, to exchange proposed final documents regarding any and all conditions and details determined worked out, brought back to council for final approval and resolution, at a public meeting, without further testimony, as to any remaining details or issues unresolved.

Please reply to:
Office of the Village Attorney
18001 Old Cutler Road, Suite 556
Miami, Florida 33157-6416
(305) 854-5353 (telephone)
(305) 854-5351 (fax)

CONFIDENTIAL

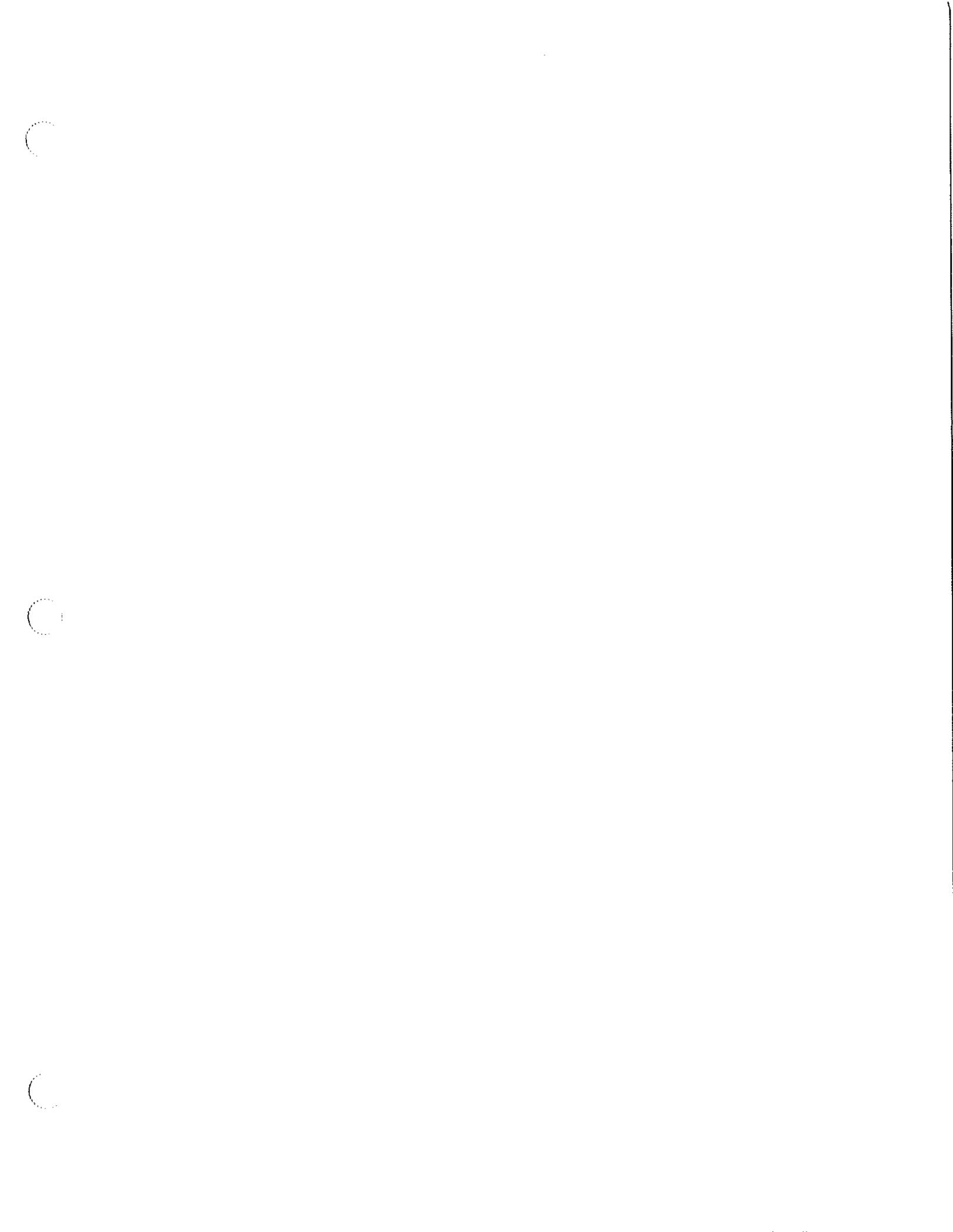
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The proposal recognizes:

1. That the Village shall in no way engage in "contract zoning" and more specifically shall not contract away its police powers.
2. Any future resolution of the Palmer Trinity zoning and/or site plan will require a quasi-judicial hearing in which all interested parties may participate.
3. The Petition of Writ of Certiorari to the Third District Court of Appeal is to be stayed until the quasi-judicial is held, and upon holding of the quasi-judicial hearing, the petition is to be dismissed with prejudice. The parties agree to not raise res-judicata as to the modified plan, as the plan will be heard as part of a settlement, and as such, any objections to the quasi-judicial proceeding shall proceed as an appeal, without reference to the prior appellate argument.
4. The CCOCI and Old Cutler Glenn Homeowner's Association, and the individual members, participants shall not raise the newly enacted charter amendment during the quasi-judicial proceeding or thereafter, in any appeal or original action, as it relates to the quasi-judicial hearing contemplated as part of this settlement.
5. The original action shall be dismissed with prejudice by Palmer Trinity.
6. Approval of any subsequent plan shall render any incomplete or non-constructed portions of the Palmer Trinity 1999 approval or the subsequent 2000 substantial compliance, or the 2008 substantial compliance determinations. Intervenor agree that any new approval based upon the quasi-judicial hearing, shall supersede any prior plans of PT.
7. Prior to holding any quasi-judicial proceeding, Palmer Trinity will issue a notice of a public community meeting, which shall not be attended by the elected officials of the Village, prior to the quasi-judicial hearing. This is so that the community can review the actual proposed application intended for public hearing as part of the proposed settlement of all the litigation and pending claims. The public community meeting shall provide an opportunity for input to Palmer Trinity of the community issues, concerns, and general input. A Village-wide notice, paid for by Palmer Trinity shall issue to the community, at large, and a neutral location used for the public community meeting (ie: Christ Fellowship Sanctuary, Palm Room at Palmetto Bay Village Center). Newspaper advertisement of the Palmer meeting with community, at large, in neighbors section of Miami Herald, to issue at least 10 days prior to the meeting being held. Intervenor are able to participate in this public community meeting, if they so choose.
8. Palmer Trinity is to submit the application, as described in paragraph 7, for quasi-judicial hearing. There may be modifications to the plan, due to the public meeting identified in paragraph 6, above. The applicant has stipulated not to request any variances.



Settlement Proposal to Intervenor

July 3, 2009

Page 3 of 5

9. The Village cannot contract away or agree that there shall be no opposition at the quasi-judicial proceeding, as any interested party may participate in the proceeding. Due process requires a fair and impartial forum, open to the applicant and the community to raise issues, concerns, and testimony for or against the application. Your clients, and their individual members, will not raise the charter amendment as to expansion of private school population during the hearing, or thereafter in any possible appeal or original action.

10. The traffic consultant for the Village and the traffic consultant for Palmer Trinity shall select a neutral, third-party traffic consultant that shall provide recommendations, update, and review of the traffic implications due to the application. Both consultants shall provide input and recommendations to the third-party consultant who shall then issue a final report to the Village Council. Palmer Trinity is to pay for the expenditures relating to retaining the third-party consultant and any proposed recommended improvements, or light synchronization for SW 176th Street and SW 184th Street, including but not limited to roadway improvements, turning lanes. The traffic consultant, if the plan is approved per their recommendations, shall review and confirm the level of service every five years for the proposed expansion period, and of any proposed material changes to the plan. Any modifications due to the changes found by the third-party consultant over the expansion period shall be born by Palmer Trinity, including the costs of the third-party consultant.

11. The Village has requested that PT hold quarterly meetings with the community. Intervenor, agree, as part of the neighboring groups agrees to participate in good faith. As part of the application and possible approval, Palmer Trinity agrees to hold quarterly meetings with the community, as an out reach effort to resolve the community relations issues between Palmer Trinity and the surrounding community. After the first year, the community relations board shall meet semi-annually. The Board shall report semiannual back to the Village Council. The Village shall not participate in the community relations board activities, nor select members or participants. The intent is to have Palmer Trinity actively become a neighbor in the community and to discuss any issues within the community, whether due to traffic, noise, the operations of the school or other third-party impacts that could affect the school in turn. The schedule may be modified by the volunteer board. A third party moderator, selected by the community board shall preside over the meetings. The Board shall consist of at least seven volunteers from the Village community, three may be affiliate with Palmer Trinity, three from the community at large not affiliated with Palmer Trinity, and the last person shall be selected by the other six. The Board recommendations on any of the community related issues shall be presented to the Palmer Trinity Board of Directors for comments and action.

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Settlement Proposal to Intervenor

July 3, 2009

Page 4 of 5

reasonable use plan shall be prepared and negotiated by the parties. Intervenor shall not object to use of the facilities by their neighbors and fellow residents.

13. As to number 12, League play and current types of intensity of uses shall consist of the existing/current league play uses and intensities already existing at Palmer Trinity. Palmer Trinity shall provide proof of existing league plays and uses of the sports activities. No more than one visiting team per event/league activity. This condition shall be placed in a covenant running with the land.

14. The School shall work with the Village Police Department to coordinate peak hour traffic movements as well as security issues. The school will patrol and secure its site 24 hours, a day, seven (7) days a week. The School shall pay all expenses relating to traffic control, police involvement and police participation in traffic movements (the traffic plan). The traffic plan relating to the daily school use and/or for any special events at the school for the roadways shall be subject to approval of Village Police Department and Village police offices are to be hired by and paid for by Palmer Trinity. This condition shall be placed in a covenant running with the land.

15. All traffic shall be moved off SW 176th Street, except for staff and emergency vehicles.

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17. The Village will schedule the public hearing for the application described herein, within 90 days of execution of the settlement agreement, provided, however, the third-party traffic consultant has completed his review and update of the traffic study previously submitted by Palmer Trinity.

18. Intervenor shall recognize the efforts and attempts of PT to reach Gold or Platinum GREEN^{SEED} certification as negotiated by the Village and understand that PT may receive building incentives from the Village for going Green.

19. The Intervenor shall recognize the Village's efforts to seek a PILOT from PT as part of settlement. The PILOT shall be an incentive to settlement.

20. Palmer Trinity understands and agrees that the current Zoning Director of the Village shall independently review the application considered herein and provide an independent analysis and recommendation. The Current Zoning Director shall not be held to the analysis and

recommendations of the prior director. The Current Zoning Director shall review based upon the criteria of the Code and provide an independent review.

21. Palmer Trinity is to bear the costs and expenses of itself and the Village in the underlying litigation, including attorney's fees. Palmer Trinity shall be responsible for the expenses identified in this settlement agreement. Intervenors are to bear their own costs and expenses.

22. In exchange, the Village will review the application as required under the quasi-judicial proceedings and Jennings rules.

23. The parties are to identify and define the number of students to a quantifiable easily determined number, whether it is enrollment, or some other definition that leaves no room for interpretation.

24. All deliveries, trash removal shall be made consistent with solid waste and noise ordinances of the Village.

25. If a settlement is agreed to, the parties agree to the validity of the contents therein and shall not challenge the terms and conditions as negotiated.

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27. In anticipation of the hearing, PT and Intervenors shall comply with the Village Attorney's scheduling order, which shall require the production of exhibits, documents, demonstrative evidence, curriculum vitae of experts, and synopsis of expert witness testimony, etc.

This offer is good for 30 days from date of this letter at which time entire offer shall be revoked.

Very truly yours,

Eve A. Boutsis,
Office of Village Attorney

cc: Village Manager
Mayor and Village Council