

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

CASE NUMBERS: 10-259-AP
2010-48 and 2011-53

ORIGINAL

9705 Hibiscus Street
Palmetto Bay, Florida,
Thursday, 7:00 p.m.,
November 17, 2011.

APPEARANCES:

Ron Williams, Village Manager
Eve Boutsis, Village Attorney
Shelley Stanczyk, Mayor
Howard Tendrich, Council Member
Brian Pariser, Vice Mayor
Joan Lindsay, Council Member
Patrick Fiore, Council Member

Also Present: Jeffrey Hochman, Esq.
Johnson & Anselmo Law Firm

Raoul Cantero, III, Esq.
White & Case, LLP

1 MS. BOUTSIS: Thank you for being here
2 tonight. I have asked for an
3 attorney/client session regarding the
4 defense of certain legal actions with Palmer
5 Trinity Private School versus the Village of
6 Palmetto Bay, Appellate Court case number
7 10-259-AP, Lower Tribunal Resolution number
8 2010-48 and 2011-53. We are seeking advise
9 from the Village Council regarding
10 litigation strategy and/or settlement.

11 It is now exactly 7:00 on Thursday,
12 November 17th. I will now have everybody
13 introduce themselves as we go around the
14 table as well as Justice Raoul Cantero and
15 myself Eve Boutsis.

16 We are here today with a certified
17 court reporter that should take down the
18 time and termination of the session and all
19 discussions and proceedings that shall occur
20 here tonight. Please remember not to mumble
21 or um's or uh-huhs because they don't come
22 out on the transcript, so it will be yes',
23 nos. And the transcript will be made a part
24 of the public record at the end of the
25 litigation.

1 I will start. Eve Boutsis, Village
2 Attorney.

3 MR. FIORE: Patrick Fiore, District
4 One.

5 MS. LINDSAY: Joan Lindsay.

6 MR. PARISER: Brian Pariser, Vice
7 Mayor.

8 MR. WILLIAMS: Ron Williams, Village
9 Manager.

10 MR. CANTERO: Raoul Cantero, Counsel
11 for the Village.

12 MS. STANCZYK: Shelley Stanczyk.

13 MR. TENDRICH: Howard Tendrich, Council
14 District Two.

15 MS. BOUTSIS: Since we have Raoul
16 Cantero here and we had given him some
17 direction I am going to let him take it
18 away.

19 MR. CANTERO: We last met a couple of
20 months ago now, and we discussed the
21 possibility of offering the school a
22 settlement, whereby the County would have to
23 approve a traffic study and approve all of
24 the traffic mitigation.

25 I met with Joe Kalbac and David

1 Gerstein, who is from Bilzin Sumberg. David
2 Gerstein recently left the Third District
3 Court of Appeals where he had been a judge
4 for over 20 years and he is now at Bilzin
5 Sumberg, and I suggested to him maybe it
6 would be a good idea for him to get involved
7 because I thought that maybe the other
8 lawyers at Bilson, it might have gotten too
9 personal with them already as far as
10 settlement and maybe having him and I as
11 buffers for each side would facilitate
12 settlement discussions and everybody on
13 their side agreed to that.

14 So we met at a coffee shop a few weeks
15 ago and Joe Kalbac was very cordial, but
16 they did not like the idea of approving a
17 traffic study. He felt that we would just
18 get -- we would interject ourselves in the
19 process of the county approving the traffic
20 study and he didn't think that would be
21 productive. And especially if you say that
22 the County didn't approve the traffic study
23 and they couldn't do it, they didn't think
24 it would be a good way to go.

25 In the process of that discussion,

1 however ---

2 MS. BOUTSIS: We also have with us Jeff
3 Hochman, from Johnson and Anselmo in our
4 other litigation with Palmer Trinity.

5 MR. CANTERO: In the course of that
6 conversation I don't know how it came out,
7 Jeff, I am talking about a settlement
8 discussion that I had with Joe Kalbac from
9 Palmer Trinity and David Gerstein from
10 Bilzin Sumberg.

11 In the course of that conversation
12 almost to the end I think when we were about
13 to leave, Joe said something like, well, we
14 are not going to even get to nine hundred
15 for several years. We wouldn't get to 1,150
16 for a long time after that. It's going to
17 take a while for everything to get built
18 out. So what are we arguing over? Why this
19 big argument if you are not going to get to
20 nine hundred for several years. Why don't
21 we start working around that again and see
22 if we can come up with some kind of an
23 agreement where we start out with nine
24 hundred, and he said that they would think
25 about it.

1 They came back with a proposal later
2 where we would agree that they would get to
3 nine hundred students by 2016, which I don't
4 think they would be able to do in any event,
5 but that would be the agreement. And they
6 would get to 1,150 by 2023.

7 I thought in theory, I haven't told him
8 this, but I thought in theory that's a good
9 settlement if we were protected so that if
10 they reach nine hundred and we determine
11 that at nine hundred the traffic was already
12 too much, then we can deny them getting to
13 the 1,150.

14 And I expressed to them that we would
15 be concerned about that, and they said,
16 well, you are already protected by the 80
17 some conditions that you have imposed. So I
18 went back and I read the conditions and
19 these are the ones that I found that I
20 thought were relevant to our discussion.

21 Condition 4.7 states that, "Student
22 expansion shall comply with the timetable
23 provided hereto as Exhibit C." But the
24 timetable is modified. I am not sure if
25 that modification would hold true if we are

1 allowing them eventually to get to 1,150.

2 Let's say there is a timetable and
3 there is another provision, 5.2, staggering
4 of the student population, the increase in
5 student population to, this says nine
6 hundred but it would be 1,150, shall occur
7 incrementally over the entire term of the
8 project. So that condition is already
9 there.

10 Then you go to 8.6 which says, and I am
11 only reading the first sentence. It's a
12 long paragraph, but I think the first
13 sentence is the important one for our
14 purposes. "If either the 1,370 trip daily
15 volume or 960 combined trip volume peak
16 thresholds are violated, the applicant will
17 be notified in writing and be required to
18 enact measures to bring traffic volumes into
19 compliance."

20 Then you go to condition 15.4 which
21 says, I am leaving out the first sentence.
22 "In the event that the terms herein are not
23 being complied with, in addition to any
24 other remedies available, the Village is
25 authorized to withhold any further permits

1 and refuse to make any inspection or grant
2 any approval until such time as the
3 conditions contained herein are complied
4 with."

5 Now, in order to make it clear and to
6 avoid litigation in the future, I think that
7 what we could do is say that, specifically
8 in paragraph 8.6 regarding the trips, once
9 the school is expanded to nine hundred, in
10 order to be approved to go to 1,150 they
11 must be in compliance with paragraph 8.6.
12 So that if the trip daily volume is
13 exceeding the 8.6 we would not approve them
14 going to 1,150.

15 I think that would protect, I think
16 your concerns about what happens at nine
17 hundred and you are still protected at
18 1,150, and if it exceeds at 1,150 this still
19 protects you and you can impose fines, you
20 can impose mitigating measures.

21 There is paragraph 15.2, "A violation
22 of any of the development approvals and/or
23 conditions will result in a \$500 a day fine
24 per violation."

25 So it's not as if once they go to 1,150

1 they can now exceed those trip volumes, 8.6,
2 they are still restricted from that, it's
3 just that we wouldn't even approve them
4 going to 1,150 if at nine hundred they are
5 already exceeding that. But again, that's
6 up to you.

7 MR. TENDRICH: You have done what we
8 asked you to do. You got together with them
9 which we couldn't do or find a way to do it
10 and I feel that you have come up with
11 something that to me is valuable to the
12 Village. And in fact, with the traffic
13 count, I think that's the most important
14 thing that concerns the people in that area,
15 that if they exceed it then they can't
16 increase the number of students above nine
17 hundred.

18 MR. PARISER: What did they say about
19 anything else? That's as student
20 population.

21 MS. STANCZYK: It seems that the
22 schedule is actually accelerated and this is
23 what they have done before. They have tried
24 to go around whatever they agree to in the
25 past. So they have accelerated the student

1 population and instead of over the total
2 years of the project which were how many?

3 MS. BOUTSIS: 15.

4 MS. STANCZYK: They have accelerated
5 it.

6 MR. PARISER: About when were they
7 supposed to hit nine hundred?

8 MS. BOUTSIS: It's the same basic
9 schedule. They are keeping to the schedule
10 that was in place upon approval in 2010. So
11 the nine hundred is basically, they were
12 talking about 2016 and if you look at the
13 schedule it's the same, 2016.

14 MS. STANCZYK: This is 2012.

15 MS. BOUTSIS: You asked the question.

16 MR. CANTERO: Let me respond to that
17 concern. My first response is that I doubt
18 very much even if we agree to 2016, that
19 they will be able to finish an expansion by
20 2016. They have admitted to me themselves
21 that it's going to take longer than that.
22 So we can agree to it, but I doubt that they
23 are going to be able to start it.

24 MR. BOUTSIS: We can counter a couple
25 more years if you want.

1 MR. CANTERO: That's my second
2 response. I am telling you what they
3 offered, we can offer something else. We
4 can offer to keep the schedule as they are
5 listed in the conditions which they haven't
6 appealed. There is a schedule C and the
7 paragraph that I read to you says that it's
8 got to occur incrementally and schedule C
9 provides timetables.

10 MS. BOUTSIS: And change the dates
11 based upon the year they start.

12 MR. CANTERO: The timetables are as
13 scheduled except instead of going up to nine
14 hundred you are going up to 1,150 and then
15 the other condition that I described.

16 MS. LINDSAY: One of my concerns is
17 that part of their traffic review and the
18 conditions that were set forth were designed
19 to alleviate some of the big problems that
20 the neighborhood has on 176th street, but
21 their math isn't right. And I can sit down
22 with any or all of you and show you why
23 their plan is totally flawed. This is why
24 they don't want a close examination of the
25 traffic plan.

1 MR. CANTERO: We discussed that at the
2 previous meeting at length. I am talking
3 about the conditions that we imposed.

4 MS. LINDSAY: I understand that, but a
5 part of that condition included that
6 distribution and it doesn't work.

7 MR. CANTERO: When you say it doesn't
8 work, are you saying that there is no way
9 that they can meet the 1,370 trip daily?

10 MS. LINDSAY: Here is what happens with
11 that particular number. For example, that
12 number is not restricted to students on that
13 street, it's vehicles on the street. And
14 part of the problem overall with their trip
15 distribution is that they said no busses, no
16 vans, only parents that were dropping off
17 and picking up would go on 176th street.

18 What happened by doing that, when they
19 wrote the proportion to figure out how many
20 cars that would be, they did a proportion
21 based on the total number of vehicles that
22 are going in that sole interest right now
23 and the proportion doesn't make any sense
24 because they are equated to ratios that are
25 not mathematically equivalent.

1 One included busses and vans and people
2 parking, as well as drop off, and the other
3 was only drop off. So they started with a
4 proportion that wasn't mathematically
5 correct and based all of their numbers on
6 that.

7 MR. CANTERO: You keep saying they, and
8 I am quoting our conditions not theirs.

9 MS. LINDSAY: I understand that, but
10 that's in there, that is in there, and those
11 conditions are part of the resolution as I
12 am sure that you recall that the vans and
13 the busses and the people parking all have
14 to go to 184th street.

15 Without sitting down and reevaluating
16 and getting this trip distribution
17 straightened out there is a major problem.

18 The other problem is that right now on
19 184th street with this projected expansion
20 there is a total degradation of the left
21 turn lane from 184th street on to Old
22 Cutler. I don't know how they can fix it
23 unless they bus everyone in.

24 So just to say this is fine, you got a
25 big problem coming. And we know how

1 cooperative these people have been in the
2 past. I think it's a mistake not to have
3 this ironed out before any type of agreement
4 is reached.

5 MR. CANTERO: All I know is in 2010 you
6 approved these nine hundred students with
7 these 80 conditions. You approved it, nine
8 hundred students, right? So all I am saying
9 is, we go to nine hundred students and if at
10 nine hundred they are complying with all of
11 these conditions, then we let them go to
12 1,150. If they are not complying with the
13 traffic conditions, they don't go to 1,150.

14 MS. BOUTSIS: Mr. Williams, recently,
15 the last time that we were here there was
16 some talk about the county reviewing the
17 traffic study and everything else. Didn't
18 they recently sign off on the traffic study
19 at the county with an e-mail that was
20 provided to you?

21 MR. WILLIAMS: They related that this
22 had to do with, I don't know if it was your
23 request or councilwoman Lindsay's, there was
24 a group of residents that asked for a no
25 right turn signal off of Old Cutler Road

1 onto I believe 174, and the County did not
2 approve it, and used language in there
3 saying, and we can provide that report to
4 you, basically saying that the traffic
5 volume did not justify that limitation.

6 MS. LINDSAY: But that's 174.

7 MR. WILLIAMS: They wanted to stop the
8 cut-through traffic.

9 MR. PARISER: Right now if we were to
10 win, quote/unquote, we get nine hundred?

11 MR. CANTERO: Right now if you were to
12 win they would be at six hundred. But if
13 you were to lose they would be at 1,150.

14 MR. PARISER: But the conditions ---

15 MR. CANTERO: The conditions would go
16 away at six hundred because they are not
17 expanding.

18 MS. STANCZYK: If they win and they get
19 1,150 do they get conditions?

20 MR. CANTERO: Yes.

21 MR. BOUTSIS: Not the one that he is
22 referencing here where they can't expand
23 from nine hundred to 1,150 if the traffic --

24 -

25 MR. CANTERO: They would be able to

1 expand to 1,150.

2 MR. PARISER: But also based on the
3 scheduled expansion and based on the traffic
4 conditions ---

5 MR. BOUTSIS: Everything else that
6 Mr. Cantero said but without the extra
7 conditions that would happen in settlement.

8 MR. CANTERO: In other words, they
9 wouldn't have to be complying at nine
10 hundred to go to 1,150.

11 MR. PARISER: But if they win where
12 does a County review fit in, it doesn't?

13 MR. HOCHMAN: My understanding, they
14 win, they get to the 1,150 number and the
15 rest of the resolutions as passed applies.
16 The issue right now is whether the number is
17 going to be 1,150 or six hundred. That is
18 really the crux of the issue that's on
19 appeal right now in the Appellate Division
20 of the 11th Circuit, whether it's six
21 hundred or 1,150. Everything else is what
22 the ordinance says it is.

23 MR. CANTERO: Except if it's six
24 hundred, essentially that's a denial of the
25 expansion which means that the conditions on

1 the expansion go away. They don't have to
2 do any of these things for a condition of
3 the expansion. Essentially it's a status
4 quo as to what they are doing now.

5 MR. BOUTSIS: Well, they asked for two
6 different types of expansions. They asked
7 for a building expansion and they asked for
8 a population expansion. Arguably they
9 continued with the building expansion. What
10 would be the point, but they can do the
11 building expansion.

12 MR. CANTERO: They are not going to go
13 to the building expansion without the
14 population expansion.

15 MR. HOCHMAN: Quite frankly, there are
16 basic arguments on appeals that there is no
17 point to having gone through the entire
18 process of building an expansion to the
19 structure if it did not assume the increase
20 of students from six hundred to 1,150.
21 That's their intellectual argument, which is
22 whatever you want to look at in terms of the
23 actual text of what was appealed or not
24 appealed. What the lawyers wrote down in
25 their paperwork, their argument if you look

1 at the entire thing, the issue is really, we
2 want a bigger building because we want more
3 students.

4 MS. LINDSAY: But the law of the case
5 clearly says that the council did not
6 approve 1,150.

7 MR. HOCHMAN: That's the opposite side
8 of the argument, exactly.

9 MR. PARISER: At this point in time
10 other than number and traffic, what else?
11 Was there anything else discussed as far as
12 settlement?

13 MR. CANTERO: No.

14 MR. HOCHMAN: Did we learn any linkage
15 between the expansion issue and the pending
16 lawsuit seeking damages?

17 MR. CANTERO: That was discussed, there
18 wasn't any, let's say, meeting of the minds
19 on that issue.

20 MR. HOCHMAN: I guess my questions is,
21 if the decision were to enter into a
22 resolution to do the measure, go to nine
23 hundred if it complies, then subsequent go
24 to 1,150, if there was an agreement on those
25 issues, if part of that agreement includes a

1 dismissal with prejudice of their lawsuit
2 and their claims for damages and attorneys
3 fees?

4 MR. CANTERO: Not at the moment, but we
5 can make it one.

6 MS. BOUTSIS: It was raised.

7 MR. CANTERO: It was something that we
8 discussed, but they never said hey, we'll
9 dismiss the lawsuit. So we can still
10 negotiate on that issue.

11 MR. STANCZYK: What was their viewpoint
12 on that and what was their discussion,
13 because there is absolutely no reason to
14 settle if they are not going to make
15 everything go away, I am sorry. There is a
16 waste of time there, absolutely a waste of
17 time.

18 MR. CANTERO: We didn't really get that
19 far.

20 MS. LINDSAY: The way it appears is, we
21 settle, they get everything they want, and
22 we still have lawsuits and attorney fees to
23 pay and why would we do this?

24 MR. HOCHMAN: The short answer would be
25 that there would be a risk if they prevail

1 on appeal to get to the 1,150 number
2 immediately and so potential settlement will
3 accomplish the middle objective, which is to
4 delay the right to expand in terms of
5 student population.

6 MS. LINDSAY: On the other hand, there
7 is a condition in there that says everything
8 stops if they reach the maximum number on
9 176 street trip wise or vehicle.

10 MS. BOUTSIS: That's what he read, the
11 nine something. He just says mitigation
12 factors it doesn't say that it stops but
13 they would have to come to compliance and
14 all of that.

15 MR. CANTERO: It doesn't say everything
16 stops at the moment. We can fine them, we
17 can make them mitigate it, but it doesn't
18 stop an expansion.

19 Let me answer your question as well,
20 and Jeff you may want to chime in on this.
21 Even if this settlement here is not
22 condition on a settlement of the litigation,
23 I think it certainly goes a long way toward
24 mooting out their claims in the litigation.

25 Mr. HOCHMAN: Yes.

1 MR. TENDRICH: When you mitigate with
2 them, if the council agrees, we agree to
3 this as long as the suit for damages and
4 attorney's fees is wiped, is wiped clean or
5 however you call it.

6 MR. CANTERO: What I would present is
7 that all litigation and other adversarial
8 actions between the parties will cease.

9 MS. STANCZYK: Cease or dismissed?

10 MR. PARISER: We are sort of under an
11 unknown time gun. We can get an opinion
12 tomorrow.

13 MR. CANTERO: We can.

14 MR. PARISER: On the appellate side. I
15 don't know what judge Langer is doing.

16 MR. HOCHMAN: I can tell you exactly
17 what he is doing. We just conducted a
18 lengthy hearing on the Motion to Dismiss. I
19 just prepared a proposed order for him to
20 enter which grants the motion on every claim
21 except for two. One is public records
22 claim, because quite frankly it does state a
23 cause of action issues, did they get the
24 records or not, and we believe that they got
25 them all, therefore there is no exposure on

1 that.

2 And the other claim is the equal
3 protection claim where their argument is
4 that it is unreasonable and illegal for a
5 government to treat a private school
6 differently than a public school.

7 Their claim is to facial challenge to
8 protection, and there is no rational basis
9 for government to treat public school
10 deferently from private schools.

11 Because I believe it's going to be
12 relatively easy for the Village to win on
13 that kind of claim, we prepared an order
14 that states a cause of action and we will
15 deal with that.

16 But all of the other claims, the issues
17 about the ordinance and the claim of a
18 violation of their procedural due process
19 rights, those are all dismissed pursuant to
20 my order. Whether Judge Langer is going to
21 enter my order or not remains to be seen.

22 MR. PARISER: I have had a sense for
23 the last six months or so, that even if they
24 got 1,150 tomorrow they are still going to
25 want to go ahead with their claims, and I

1 don't like the concept of a piecemeal
2 settlement. I think it should all be done
3 if it's going to be done and I don't know if
4 they are so far into it or spent so much on
5 attorneys fees they have to press on, but I
6 just, I don't like the idea of piecemeal
7 settlement, I think it's got to be ---

8 MS. STANCZYK: And I think their
9 understanding that they might be able to
10 piecemeal it and still hold something over
11 our heads is probably not a happy thought
12 that they still have something to hold
13 against us.

14 MR. TENDRICH: But the Judge said that
15 he would put in there about adversary
16 claims, then I don't think it's piecemeal.

17 MR. PARISER: It was sort of maybe
18 mentioned.

19 MR. CANTERO: It would be the will of
20 the council whether you want me to accept
21 their offer as is, or you want me to
22 counteroffer with our own offer.

23 MR. HOCHMAN: If you want to develop a
24 consensus, the idea would be, there is a
25 perception that resolving the appeal

1 procedure is more likely to occur if there
2 can be a linkage to the state court
3 litigation on damages and get them both
4 resolved at once. Am I hearing that?

5 Or is it that, and quite frankly it may
6 be that the traffic issue is so daunting
7 that you are not willing to ---

8 MR. LINDSAY: I think it's daunting
9 already and I think this is the reason that
10 they don't want a further review and it was
11 never approved to begin with, and I don't
12 think that anybody -- I don't think anybody
13 at the county level would approve this
14 inspection unless they went to bussing or
15 staggered starting times or did something to
16 eliminate the problem. Which we have
17 suggested many times and they have been
18 unwilling to do that sort of thing.

19 But if they would have drop off points
20 at other places in the county they can take
21 care of this traffic problem.

22 MR. HOCHMAN: I want to bring up one
23 more issue which is, we talked about this
24 idea that they won't even be online as a
25 practical matter and have more students

1 until construction date occurs and they are
2 completed.

3 There is also the issue of the economy
4 itself. I don't know if you have looked at
5 what their student population impact is
6 based upon whether the economy is doing well
7 now or not.

8 Do you know if there has been a drop in
9 the student population, does anyone know?

10 In terms of to address your pinpoint
11 concern which is the traffic, there may be
12 factors that impact and actually help
13 mitigate the problem that have nothing to do
14 with the litigation and have nothing to do
15 with the schedule of construction. Maybe
16 they are going to have a problem growing
17 because of the tuition is going to be high
18 and the economy doesn't allow them to draw
19 that consumer into their school as readily
20 as it has in the last decade.

21 MR. CANTERO: Not only that, they may
22 find that they can't get the funding to
23 construct.

24 MR. HOCHMAN: Third factor, thank you.

25 MR. STANCZYK: They have been

1 fundraising for years.

2 MR. PARISER: I appreciate councilwoman
3 Lindsay's microscopic analysis of the
4 traffic and the county approval and
5 disapproval, but as it was passed without
6 her having reviewed it for the last hearing,
7 presently at the nine hundred level that's
8 still subject to our review, correct? There
9 is a review to go from nine hundred to
10 1,150?

11 MS. BOUTSIS: No, that what he was
12 asking as part of the settlement to put in
13 as a condition. That's a new condition that
14 he was recommending.

15 MR. CANTERO: Let's remember that right
16 now it's going to be six hundred or 1,150,
17 so this would be a compromise. So they
18 would go to nine hundred by 2016 and
19 according to their proposal then they would
20 go to 1,150 by 2023. Their proposal doesn't
21 include any condition from going to nine
22 hundred to 1,150. And we want to address
23 our concern that let's see what happens at
24 nine hundred.

25 MR. PARISER: Was that discussed?

1 MR. CANTERO: That's what I discussed
2 with them and they said you are already
3 covered by the 80 conditions.

4 MR. PARISER: You read some other
5 paragraphs, I don't remember. Where did
6 they think we are covered?

7 MR. CANTERO: They were more general.
8 I went specifically and identified the
9 paragraph covering the incremental. Then
10 there is the 8.6 which says if either the
11 1,370 trip daily volume or 960 combined
12 volume or threshold are violated, the
13 applicant will be notified in writing and
14 will be required to enact measures to bring
15 the traffic volumes into compliance.

16 MS. BOUTSIS: That's where it would be
17 modified, based if you want to present this
18 to Palmer Trinity's representative saying,
19 it's not just you have to fix it, but if you
20 don't meet it you don't get to expand.
21 That's the new part. You follow me?

22 MS. STANCZYK: But you have got two
23 clauses now, you have the new clause that
24 says they get the right to expand all the
25 way up to 2023, which is in conflict with

1 the schedule that started in 2010 in there,
2 so it's in conflict. It's a 15 year
3 schedule from 2010 and now we are in 2012,
4 so it's a four year difference.

5 MS. BOUTSIS: You can do a counter
6 proposal to increase it by more years.

7 MS. STANCZYK: It's 2012 in like a
8 month.

9 MR. CANTERO: It's 2016 to get to nine
10 hundred and 2023 to get to 1,150. We can
11 negotiate with them over that, but what I am
12 saying is, I find it highly unlikely that
13 they will be able to build and get to nine
14 hundred in four years. To me it's not worth
15 arguing over.

16 MR. STANCZYK: I realize that most
17 people would realize that their opponent
18 might be reasonable, but this is not our
19 case.

20 MR. CANTERO: I learned in my practice
21 that it often is not the case.

22 MR. FIORE: Where are we on the appeal?

23 MR. CANTERO: On the appeal we are just
24 waiting. We have all filed our briefs and
25 we are waiting for the Court to rule or set

1 us for oral argument.

2 MR. FIORE: And if they rule at six
3 hundred which means basically no expansion,
4 or they are going to rule at 1,150?

5 MR. CANTERO: Correct.

6 MR. FIORE: And they are probably going
7 to rule at 1,150. So if they rule at 1,150
8 shouldn't we just make them a carrot and try
9 to settle this?

10 MR. CANTERO: I think there is a
11 reasonable likelihood that we'll win and
12 there is a reasonable likelihood that we'll
13 lose. So to me it's a good idea to try to
14 -- and I think it's a good idea for them
15 too, I think that's why we are starting to
16 kind of approach each other kind of like two
17 lions circling each other and approaching to
18 come to a resolution where we can all save
19 face and where their concerns can be
20 addressed and our concerns can be addressed.

21 MS. LINDSAY: I reiterate, like you
22 said, the council members approved 1,150 and
23 it's my understanding that the Court doesn't
24 have the authority to pick a number.

25 MR. CANTERO: I'm on your side on that,

1 the problem is that I am not deciding the
2 case.

3 MS. LINDSAY: I understand that, but
4 you wrote a great brief.

5 MR. CANTERO: Thank you.

6 MS. LINDSAY: And Mr. Hochman presented
7 an outstanding argument.

8 MR. CANTERO: Unfortunately, his
9 argument is not going to help me in our
10 case.

11 MS. LINDSAY: I understand that.

12 MR. CANTERO: And the problem that we
13 have is that motion that they filed is
14 before the same judges that considered the
15 original case and so what Mr. Price is
16 trying to do is to enflame the passions of
17 that panel and tell them how we were so
18 disrespectful of the Court that we
19 disregarded what the Court ordered and did
20 whatever we wanted.

21 So I have no idea if he is going to be
22 successful. I hope that I was able to
23 address that in the brief, but there is no
24 way of knowing, I can't get into their
25 minds. There is a potential liability that

1 we'll lose.

2 MS. LINDSAY: That's why you have the
3 Third District Court. If the judge doesn't
4 follow the law and you take it to the next
5 level.

6 MR. FIORE: How much more money are we
7 going to spend on that?

8 MS. LINDSAY: Patrick ---

9 MR. FIORE: I don't want to hear it,
10 it's been going on six years. We just cut
11 you a check, sir, for \$42,000, with all due
12 respect. I admire that, I think that's
13 great, but I bring this up every meeting and
14 -- let me talk, please. We are at half a
15 million dollars on this. Six years. I want
16 to see this end and I am sure my colleagues
17 do too. I mean, it's getting to the point
18 where it's 2023, 2016.

19 MS. STANCZYK: Patrick it's my turn
20 now. You know what, the other night on the
21 dais you were very disrespectful. You were
22 disrespectful to your other council members
23 by eluding to the fact that someone else,
24 but ---

25 MR. FIORE: I don't even know what you

1 are talking about. I am not even going to
2 pay attention to you. We are talking about
3 trying to settle this case here.

4 MS. STANCZYK: Then maybe we should
5 adjourn if you can't be polite.

6 MR. FIORE: I am being polite.

7 MS. STANCZYK: You are not being polite
8 and considerate.

9 MR. FIORE: What have I said here?
10 What did I say here? I am not talking about
11 the other night I am trying to settle this.
12 We have a responsibility to the taxpayers.

13 MS. BOUTSIS: Is there any
14 recommendation on trying to make a
15 counteroffer.

16 MR. TENDRICH: I feel that what the
17 judge said again about the conditions,
18 making them so that the lawsuits are all
19 wiped out. I feel that in that paragraph
20 that says the trips, to me that means that
21 if they go above that then they can't
22 increase the size of the schools. And I
23 also feel that you are very correct in the
24 fact that with the cost of schooling now and
25 unfortunately with charter schools coming up

1 all over and people sending their kids to
2 charter school, I think it's tough for
3 private schools.

4 I know that Riviera Day School, it's on
5 87th, they have been opened and they are
6 running ads constantly trying to get new
7 students, and it's a small school, it's only
8 going to have -- not a small school, they
9 are only going to have 750 students in that
10 complex.

11 I feel that we have done a lot. I feel
12 somewhat like Patrick, some of our money has
13 been spent overboard, and I feel that you
14 have the right idea in the fact that you are
15 able to meet with them. It's something that
16 I have wanted us to have contact with them
17 for sometime. I feel that you have done
18 greatly what we wanted to have done. You
19 got to them and you spoke to them and I feel
20 I would love for you to make a settlement
21 with them.

22 I understand the problem of traffic. I
23 grew up across from a park, across or a
24 block away from a junior high and a library
25 and swimming pool and tennis court and a

1 community building and of course this was 60
2 years ago, so traffic wasn't as bad then,
3 but still at that time people drove to
4 school they didn't even have busses that
5 brought you to school. I feel it's time for
6 us to say, you all, they have come and they
7 have talked to you and you have talked to
8 them which is a lot further than we have
9 gotten in the past, and that's what we hired
10 you for and you put the right conditions. I
11 feel that they would agree with us also that
12 we are giving in and they are actually
13 giving in.

14 I don't buy the story oh, they are not
15 good neighbors, because I know they haven't
16 been good neighbors in the past, but I think
17 with this they have no choice but to be good
18 neighbors and that's my thoughts.

19 MR. PARISER: My thought is that unless
20 they want to have mutual dismissals or with
21 prejudice of all parties, of all claims and
22 each party bear their own attorney's fees,
23 maybe it's a misimpression, but I just have
24 the impression that they will say no, we
25 want to go ahead.

1 MS. BOUTSIS: But if that's on the
2 table, if what you are exactly saying is on
3 the table as our counter-offer would you
4 settle for this proposal?

5 MS. STANCZYK: No, not the way it's
6 worded.

7 MR. PARISER: There is a proposal from
8 the nine hundred to 1,150 and everybody
9 bears their own attorney's fees and all
10 attorney's fees are dismissed, is something
11 that you bring to them and if they say no
12 they say no.

13 MS. BOUTSIS: Is it something that you
14 would be willing to settle for?

15 MR. STANCZYK: One thing we want to get
16 clear is that Howard said that the document
17 that was just presented and discussed says
18 that if they don't meet the traffic trips
19 and they don't meet that, everything stops
20 and that's not true.

21 MS. BOUTSIS: He is talking about the
22 proposal that Mr. Cantero is making as the
23 counteroffer.

24 So the question is, if that is the
25 offer that we are going to make would you

1 settle? Which is that all of the claims end
2 and it's with this staggered term of nine
3 hundred to 1,150 based upon the traffic?

4 MS. LINDSAY: Who makes the
5 determination of the traffic.

6 MR. CANTERO: It's made already.

7 MS. STANCZYK: Who does the study?

8 MS. BOUTSIS: The number is in the
9 study, that number is in there. But we hire
10 the traffic consultants and they pay for it
11 at their cost and that's written in the
12 report.

13 MS. LINDSAY: They can't even meet the
14 1,374 today if you count the traffic the way
15 it's distributed. What are you going to do
16 about that, are you going to hold their feet
17 to the fire on the first year and say look,
18 it's already over, you are not to nine
19 hundred and you have already messed up? Or
20 are we saying as soon as they exceed the
21 1,374 they are done or they get to go to
22 nine hundred before we look at the 1,374
23 number and decide that the traffic is too
24 much? What is it? It needs to be clearly
25 defined.

1 MS. CANTERO: I can answer that
2 question. According to the conditions that
3 are already there, if on day three they are
4 violating the trip volume under the
5 conditions that we have imposed, we can fine
6 them, we can make them mitigate but we can't
7 prevent them from getting to nine hundred.
8 Those are the conditions that we have
9 already approved.

10 What I am proposing is, to get past
11 nine hundred we won't approve that unless
12 they are in compliance with that.

13 MS. STANCZYK: Every year, everyday?

14 MR. CANTERO: When they apply. When
15 they apply for 1,150 are you currently in
16 compliance with 8.6.

17 MS. STANCZYK: They can be out of
18 compliance everyday until they apply?

19 MR. CANTERO: I don't see how that is
20 possible. I don't see how practically
21 speaking they would be out of compliance
22 everyday for 365 days for seven years until
23 the day that they apply they get to 1,150
24 and suddenly they are in compliance.

25 MS. STANCZYK: What I am saying is, the

1 trip mitigation issue is important because
2 it sacrifices the quality of life of the
3 residents. So for seven years they would
4 have to suffer if it in fact is not being
5 met.

6 MR. CANTERO: That's not what I said.
7 It's not that they would have to suffer, you
8 can fine them, you can make them mitigate,
9 you can make them take corrective action,
10 that's under the conditions that are already
11 there.

12 MS. LINDSAY: The fine of \$500 a day
13 for violating that condition is
14 insignificant when you consider that they
15 are collecting 25 to \$30,000 per student.

16 MR. PARISER: Wasn't permitting also
17 subject?

18 MS. STANCZYK: Permitting is subject to
19 that clause.

20 MR. CANTERO: I can read 15.4, it says,
21 "In the event the terms herein are not being
22 complied with in addition to any other
23 remedies available, the Village is
24 authorized to withhold any further permits
25 and refuse to make any inspections or grant

1 any approvals until such time as the
2 conditions contained herein are complied
3 with."

4 MS. STANCZYK: Does it specify when the
5 first traffic study is done?

6 MS. BOUTSIS: We get to do biannual
7 traffic studies. Semiannual traffic
8 studies. Semiannually we get to impose
9 traffic studies on them.

10 MR. CANTERO: This is 8.17, "The
11 Village shall every six months test to
12 ensure that there is a limitation of the
13 neighborhood cut through traffic. The
14 Village shall analyze the traffic data and
15 determine corrective measures to limit such
16 cut through traffic. Based upon the
17 testing, the Village shall implement such
18 corrective measures needed to enforce the
19 Village's goal. This is an obligation of
20 the Village."

21 MS. STANCZYK: The obligation of the
22 Village? Does the obligation mean
23 financial?

24 MR. CANTERO: It doesn't say.

25 MS. LINDSAY: It's very vague.

1 MR. WILLIAMS: It sounds like what it
2 says to me.

3 MS. BOUTSIS: That was Dr. Feller's
4 condition, it was his language. And yes, it
5 was the Village's obligation on the side
6 streets.

7 MR. PARISER: Answer to Joan, it's not
8 just the five hundred dollar a day fine, the
9 permits. If you can't build your building
10 you are not going to have students.

11 I am not one hundred percent clear.
12 Under what we have presently the reviews
13 were when?

14 MR. CANTERO: Presently we denied it
15 remember, so now there is no review.

16 MS. BOUTSIS: In 2010 when you approved
17 the nine hundred it said, I believe you can
18 deny permits regarding the site plan, it
19 doesn't say about traffic. So you can make
20 that an additional condition as part of
21 settlement that if they violate -- they
22 require an annual inspection and if they
23 violate the traffic numbers and apply for
24 the permit they are denied further
25 expansion.

1 MR. PARISER: When does this kick in?

2 MS. BOUTSIS: The 1,300 number?

3 MR. PARISER: Yes.

4 MS. BOUTSIS: The 1,300 number that's
5 basically established now. They have 1,300
6 hundred cars now in the morning traffic.
7 Their plan was to not increase the amount of
8 traffic there, to leave it at that number
9 overtime and drag the rest of it to 184
10 street.

11 MS. LINDSAY: And the problem on 184th
12 street is again the light at Old Cutler and
13 184th, the left turn lane, if I recall
14 correctly it's already an E and it will be
15 an F, which means the traffic is completely
16 gridlock there.

17 This is without the expansion of the
18 Palmetto Bay Village Center.

19 MS. STANCZYK: Let me ask a question.
20 Does that mean that they are already set to
21 fail?

22 MS. LINDSAY: Based on what I have seen
23 and that traffic study, absolutely, yes.

24 MS. STANCZYK: Is that okay then, it
25 stops the construction?

1 MS. LINDSAY: I think this is setting
2 us up for another battle and to do this
3 properly we need to get these problems
4 ironed out. We need to have a sit down with
5 people who understand what the problem is
6 with the traffic and get the problems ironed
7 out otherwise, Mr. Williams, you are going
8 to be constantly be battling these people
9 because they can't meet those conditions.

10 MR. CANTERO: The problem is that we
11 are not starting from square one right now.
12 We are starting from the point that there is
13 a possibility that we are going to lose the
14 appeal, and the Court is going to say go to
15 1,150 with the conditions that you have, you
16 agreed to them before and if you want
17 anything else, tough, you go to 1,150 now,
18 period. That's a possibility. That's what
19 we are dealing with.

20 So what we are trying to do is avoid
21 that possibility by agreeing to something
22 that we may not otherwise agree to so that
23 we are not forced to go where we don't want
24 to go.

25 MR. TENDRICH: Again, you say that they

1 can't meet the traffic now. So we do a
2 study in six months and if their traffic
3 isn't doing what they are supposed to do,
4 then we have to mitigate with them and tell
5 them they have to reduce the number of cars
6 and the Judge said they have to pay.

7 When you say \$500 a day is not a lot of
8 money, when you are paying \$2,500 a week and
9 you have 30 weeks that you have got school,
10 that's \$75,000 a year, that's a lot of money
11 no matter how much money you are making, so
12 I have to disagree with you there.

13 And I feel that, I think that if this
14 can be settled the way the Judge says, I
15 agree, personally. I think it's best for us
16 and for them if they would accept these
17 conditions that you want to bring in.

18 MR. FIORE: I concur. Who is supposed
19 to measure all of these conditions? Do we
20 have to hire extra staff and do all of those
21 stuff?

22 Why were those 80 conditions put in the
23 first place?

24 MR. CANTERO: Your staff recommended
25 it.

1 MR. FIORE: That would go back in the
2 past, I wasn't here.

3 MS. STANCZYK: The conditions are put
4 in to mitigate the impact of a project. If
5 you have concerns for the quality of life of
6 residents, that's why you put conditions in
7 while at the same time satisfying the
8 developer's need to develop.

9 So if we have no consideration for the
10 quality of life for our residents, the
11 people we serve, the people who pay their
12 taxes, then you don't want conditions, then
13 you don't care about conditions. We are
14 here because we care.

15 MR. FIORE: Thanks, for your advise.

16 MS. STANCZYK: You told me a few
17 minutes ago that you didn't care.

18 MR. PARISER: The conditions are very
19 important, but I mean, if they cause a
20 problem on 184th Street, you made a point
21 about 184th street, there is a jam so if
22 it's not working 184th street what's the
23 remedy?

24 MS. BOUTSIS: 184th street is a major
25 arterial road and it's supposed to be four

1 lanes at some point.

2 MS. LINDSAY: It's not in the master
3 plan.

4 MS. STANCZYK: It's not on the master
5 plan anymore and the residents who have
6 lived along 184th street have successfully
7 fought for probably 30 years to not have
8 that four lane since I have lived in the
9 community, and they have been very
10 successful and I don't anticipate with the
11 money that the County doesn't have that they
12 will ever be successful in the four-laning.

13 MS. LINDSAY: And Mayor, the problem is
14 not the east/west movement in the Village,
15 the problem is the north/south. And
16 four-laning 184th street doesn't do anything
17 to alleviate the traffic on US-1 and Old
18 Cutler which are the primary routes north
19 for the majority of the students at the
20 school.

21 MR. FIORE: Is that one of the
22 conditions?

23 MS. CANTERO: Which?

24 MR. FIORE: They don't have the four
25 lane on 184th?

1 MS. BOUTSIS: No, they have turning
2 lanes and certain traffic requirements.

3 MS. LINDSAY: Even with the turning
4 lane there is no way to get that traffic --
5 and what they have done, they have changed
6 the signalization at 184th and all along
7 that progressive corridor so that the bulk
8 of the time at the interaction goes to the
9 north/south movement.

10 So what happens, if you go out there
11 any day now you will see that you sit there
12 at that light at 184th about two minutes.
13 And I would have to check that number, but I
14 think it's about two minutes before it
15 changes and then you have 15 seconds to
16 turn. So you want to put a couple hundred
17 more vehicles there in the morning traffic
18 trying to turn north from 184 onto Old
19 Cutler. How are you going to do it? It
20 can't work.

21 And I understand what the Judge is
22 trying to do here, but I can't agree to
23 anything that's going to further degrade the
24 entire community.

25 MR. HOCHMAN: If there was a vote you

1 would not vote to issue a counter-offer and
2 you wouldn't vote to accept their offer,
3 correct?

4 MS. LINDSAY: I would like to take my
5 chances with the Court.

6 MR. TENDRICH: I understand what you
7 are saying about 184th, but if you are an
8 educated driver you will say you know what,
9 I can't make a left at 184th and Old Cutler,
10 I will just head to US-1.

11 MS. LINDSAY: This is why they are
12 going on 174 and this is why the neighbors
13 are complaining there on 174, because there
14 is a tremendous amount of cut through
15 traffic and we all know that traffic is like
16 water, it finds the path of least
17 resistance.

18 But unfortunately what has happened in
19 this part of our Village, it is already
20 complete gridlock in the morning and you
21 want to add hundreds of more vehicles.

22 MS. STANCZYK: And frankly they are not
23 going to US-1, they are going to 87th
24 Avenue.

25 MS. LINDSAY: That's exactly where they

1 are going and this is why I prevented the
2 traffic study that Joe Corrodino had done
3 for the Village and this is our Palmetto Bay
4 master plan from 2004. And if you take a
5 look at this top picture here where you see
6 red, this is the service level now.

7 Now, when these two are clogged, where
8 are they going, down 87th Avenue. This
9 particular area is unique because there are
10 only two ways into this particular part of
11 town because it is bounded by two sides by
12 canals. So you either get there by 184 or
13 Old Cutler. And unless you understand this
14 traffic flow, it is difficult to understand
15 why this particular configuration is so
16 unique and is such a problem.

17 MR. CANTERO: Despite all of that, this
18 council approved the application and nine
19 hundred students.

20 MR. PARISER: Where I am at is, I
21 approved it at nine hundred and Joan lives
22 in that area and she is most closely
23 affected, but I did approve it at nine
24 hundred. So I have nine hundred in my head,
25 okay, now what occurs in that spread is one

1 thing, but it's also coupled with if it's
2 discussing settlement is that everything
3 goes away, all cases are dismissed, each
4 party pays their own attorneys fees and it
5 goes away.

6 What you are saying is you don't even
7 want nine hundred?

8 MS. LINDSAY: I didn't say that nine
9 hundred was not a viable number. I am
10 saying that nine hundred based on the
11 traffic situation as it exists and would be
12 if they continued with the mode, the primary
13 mode of the transportation which is one
14 student per car, that's a problem.

15 What I am saying is they need to come
16 up with another mode of transportation to
17 get the students there and that could be
18 busses, it could be vans, they could have
19 drop off points at other locations in the
20 county.

21 MR. PARISER: If they would obligate
22 themselves to bus transportation or vans,
23 that would take trips off.

24 MS. LINDSAY: That would take a lot of
25 trips off and they would alleviate a lot of

1 the traffic problems.

2 MR. HOCHMAN: As a practical matter the
3 plan that was approved did not take into
4 consideration those things and what we are
5 saying here is, what's on the table right
6 now does not include busses, doesn't include
7 ways to mitigate the trips. The number is
8 nine hundred, for practical purposes, it's
9 over-congested, and as a practical matter
10 there may be right now a traffic study that
11 would show that they are now not in
12 compliance.

13 Having taken all of those factors into
14 consideration, we have to find out from the
15 rest of the bodies here, do you want to
16 counteroffer? I realize, Ms. Lindsay you
17 don't, I accept that.

18 Does the Mayor, for example, do you
19 want to counteroffer or do you want to say,
20 I am sorry, we'll take our chances with the
21 appeal? That's the purpose of today's
22 discussion.

23 MR. CANTERO: I need direction.

24 MR. FIORE: That was well said.

25 MR. TENDRICH: I think what you brought

1 up about the traffic study is in there
2 already. If we do the traffic study and
3 they are not in compliance then they have
4 to reduce it, and that would be up to them
5 to find a way to reduce the traffic going
6 down that street.

7 MR. HOCHMAN: Just so it is clear, the
8 issue that Ms. Lindsay is raising is,
9 although it's in the document, having a
10 contract and being able to enforce the
11 contract are two different things. And her
12 concerns are that, yes it's in paper, but I
13 am concerned that even though we have the
14 right to enforce something that's on paper
15 as a practical matter it won't occur.

16 Having said that, so I realize that
17 this side of the table says I am willing to
18 take that risk, I have one person that is
19 not willing to take that risk and I need the
20 rest of you.

21 MS. LINDSAY: If I can say one thing.
22 Is that in 1999 there was another resolution
23 and there were conditions applied to them at
24 that time.

25 MR. TENDRICH: But in 1999 we did not

1 have the Village of Palmetto Bay.

2 MS. LINDSAY: We had the Village of
3 Palmetto Bay in 2002 and those conditions
4 were never enforced until it was discovered
5 that they weren't doing what they were
6 supposed to.

7 Their student number of six hundred has
8 never been adhered to.

9 MS. BOUTSIS: Let's not go there, you
10 and I will never agree on that. There was a
11 decision made ---

12 MS. LINDSAY: I said it hadn't been
13 adhered to, I did not say that you said it
14 was in compliance and I said it wasn't. I
15 said the six hundred was not adhered to and
16 that's a correct statement.

17 MS. BOUTSIS: No, it's not. It was
18 being adhered to according to the
19 resolution. I want to make that very clear
20 because we have had this argument for years.

21 MS. STANCZYK: Eve, you can't say that
22 when they have six hundred and forty-three
23 students.

24 MR. CANTERO: The issue here is not
25 whether they are at six hundred and

1 forty-three, the issue is can I counteroffer
2 or not? And I need an answer to that
3 question.

4 MR. FIORE: It's obvious there is
5 divergent views at this table here. And Ms.
6 Lindsay is right, there is no way to enforce
7 this. I agree the conditions were put in
8 there to protect the Village but from a
9 practical point of view, as you said, and I
10 agree with you and I agree with her.

11 MS. HOCHMAN: So my position is clear,
12 I didn't say there wasn't a way to enforce
13 it, my position was that it seems reasonable
14 to have concerns about whether the ability
15 to enforce it is going to be as easy.

16 MR. FIORE: I conquer with that.

17 MS. STANCZYK: And I think that you
18 have spoken to what my concern is, because I
19 have been on the council for over five years
20 now and I have seen the difficulty of
21 enforcement and the lack of enforcement and
22 the problems that enforcement has brought
23 because the turn of a word, and they have
24 capitalized on the turn of a word in many
25 different occasions. So to trust them to

1 live up to a document is very difficult for
2 me.

3 MR. CANTERO: So you are not in favor
4 of a counteroffer?

5 MS. STANCZYK: I am not sure that the
6 document that we have is going to be strong
7 enough for us to stand behind and enforce.
8 And I think that part of the enforcement
9 issue is the willingness of the Village to
10 stand tall, and I think that sometimes a
11 difficult thing. So if the document can be
12 strengthened to some extent.

13 MR. CANTERO: I don't think it's going
14 to be strengthened at this point. It's
15 either the way that I have said it or we go
16 to the matches. We continue with the war or
17 we settle on this proposal if they accept
18 it, because I don't even know if they will
19 accept it, I need authority to offer it.

20 MS. STANCZYK: I think the person that
21 we would want to discuss this with is just
22 Judge Gerstein. Mr. Kalbac has been
23 involved in other negotiations and I think
24 they have not been fruitful.

25 MR. CANTERO: I have discussed it with

1 Judge Gerstein, but I am not sure he will be
2 able to -- I don't know, I am hopeful, but I
3 am just saying I can't guarantee if we make
4 this counteroffer we have an agreement. I
5 can guarantee that if we don't make it we
6 don't have an agreement.

7 MR. WILLIAMS: It's possible that we
8 have a court decision before we get out of
9 here tonight.

10 MR. CANTERO: Right. Let me give you
11 the worse case scenario because as your
12 lawyer I need to tell you.

13 The worse case scenario is, not only
14 does the court say you should have approved
15 1,150, we are now ordering you to do it, but
16 you get an opinion lambasting the council
17 for disregarding the Court's order and
18 possibly issuing sanctions. That's worse
19 case scenario. I am not saying that's
20 likely, but it's possible.

21 So by entering into a settlement that's
22 what we are avoiding, is that possibility no
23 matter how remote.

24 MR. HOCHMAN: And also, that kind of
25 result would also have an impact on the

1 damages claim, because then it would
2 embolden Palmer Trinity's lawyers to say
3 some wrongful conduct occurred as a
4 procedural matter and therefor it supports
5 their claims for damages.

6 By the way, I don't agree with that as
7 a legal analysis, but that has been the
8 theme of their current lawsuit before Judge
9 Langer, that there has been improper conduct
10 and have been citing Third District Court of
11 Appeals opinions and language from the
12 various appellate decisions saying that
13 substantiates wrongful conduct. If the
14 appellate court in this phase of this review
15 were to have similar kind of negative
16 language, obviously they will try and focus
17 on that.

18 MS. LINDSAY: And for every one of
19 their arguments you had a strong
20 counterargument and cases to support your
21 argument.

22 MS. HOCHMAN: That's what I am trained
23 to do. Again, I do not have the ability to
24 come to a result only the Court can do that.

25 MR. PARISER: I was very impressed with

1 Justice Cantero's brief. I wasn't at your
2 oral argument, but from what I see, at a
3 minimum, a lot of cases were causes of
4 action of first impression so I don't know
5 what Judge Langer is going to do.

6 But as far as, because we are here to
7 discuss any settlement, either we roll the
8 dice and see what happens or is there
9 anything traffic wise that we throw out as
10 part of the settlement to them. Vans? At
11 least to see where they are coming from.

12 MR. CANTERO: They are not going to
13 agree to that.

14 MR. PARISER: So if we agree to vans or
15 busses and their additional students, that's
16 still not satisfactory?

17 MS. STANCZYK: What I am seeing and
18 what I am hearing and the feeling that I am
19 getting is that they are going to disregard
20 the trip clause. They are already talking
21 about the fact that they are not going to
22 mitigate the trips, they are not going to
23 mitigate trips, so once we come up against
24 the wall of the trip number ---

25 MR. CANTERO: I am confused, I don't

1 know where you got that information.

2 MS. STANCZYK: They are not willing to
3 discuss decreasing the number of trips by
4 using a van service.

5 MR. CANTERO: I haven't even proposed
6 that to them. What they are saying is the
7 conditions are the conditions. The only
8 thing they are willing to agree to is to
9 wait until 2016 to get to 900 hundred and
10 wait until 2023 to get to 1,150.

11 MR. PARISER: I am thinking that they
12 mitigate it now and obligate them to
13 presently.

14 MS. STANCZYK: And return to the
15 original schedule?

16 MR. PARISER: Original schedule and
17 presently mitigate by increasing required
18 bus service or van service.

19 MS. LINDSAY: One of the other concerns
20 that I have and you need to know this, is
21 that there are many, many, many of those
22 conditions that are so worded that they are
23 subject to interpretation and so we don't
24 have much of a document there.

25 MR. CANTERO: Again, that's something

1 that we have to live with, because whether
2 we win or lose, let me make that clear. Let
3 me make it perfectly clear. If we win they
4 forget about the conditions because we are
5 back at six hundred because a lot of them
6 don't apply anyway. But if we lose we are
7 not going to be able to impose new
8 conditions and we are now at 1,150 with all
9 of these conditions.

10 And let me remind the council, and I
11 realize that you were not on the council,
12 but we are still bound by what the council
13 did at that time. We are the ones that
14 imposed these conditions. They did not
15 propose them to us, we imposed it on them
16 and they exceeded to them and they said we
17 will agree to all of your 80 conditions.

18 We could have put in one hundred
19 conditions, but we didn't, we put in 80
20 conditions and we worded them the way that
21 we worded them and they agreed to it.

22 The only thing that they did not agree
23 to is the number, and that's what we are
24 fighting about, we can't fight about
25 anything else.

1 MR. WILLIAMS: Every meeting we get
2 into this innuendo about who enforced what
3 and who did what and who wrote what and who
4 didn't write what and how I don't like it.
5 We go around and around with that, and the
6 Mayor brings her view on it.

7 The Mayor, as I recall, made the motion
8 on the nine hundred including the
9 conditions, vice Mayor Pariser voted for it,
10 it was a majority of the council that voted
11 for. I think it doesn't matter what the
12 vote was. And we get back here year after
13 year, I started to say meeting after
14 meeting, but year after year, we go around
15 and around about who should have done
16 something different. Well, I think we need
17 to listen to the fact that the Judge says
18 that we, based on the Mayor's motion,
19 approved nine hundred students with these
20 conditions.

21 Now, councilwoman Lindsay was not here,
22 but she was not responsible to be here. She
23 was not on the council, she was on the
24 citizen side making her points.

25 You know, let's talk a little bit about

1 what is. The Mayor made the motion to
2 approve nine hundred students with these
3 conditions, based on whether or not you
4 think the staff and Eve did a good job of
5 writing them or not. Based on the fact that
6 it's a terrible document in your view or
7 not. The bottom line is, Vice Mayor Pariser
8 thought that was a good document, he voted
9 for it. The Mayor thought it was an
10 excellent document, she made the motion.

11 Let's try to get to a little bit about
12 what is as compared to what might have been
13 or who didn't do something right and maybe
14 we can make a little progress. We have
15 obviously different views here, we need to
16 decide. Sometime tonight we need to decide
17 do we want to send the Justice back with a
18 counter or wait by the fax machine tomorrow
19 to see what the Court says.

20 We are going around and around and
21 around every time about what the Staff
22 didn't do correctly and what this one didn't
23 do correctly. The bottom line is the Mayor
24 made a motion at nine hundred students with
25 these conditions, she got the majority of

1 the council to agree with her. Pat Fiore
2 was not there, Joan Lindsay was not there.
3 That council with authority made the
4 decision and that's what we have hired this
5 firm to work with.

6 So you know, can we try and get there.
7 You can have your opinions and you know I
8 have heard them over and over again, how
9 everybody didn't do everything right, Eve
10 didn't do anything right, I didn't do
11 anything right, nobody did anything right,
12 but the bottom line is the Mayor made a
13 motion, the council approved it, Vice Mayor
14 Pariser voted for it and others voted for it
15 that are not here and we have a document.
16 So it is what it is. Please.

17 MR. FIORE: Let's stop living in the
18 past and move forward. Very well said.

19 MR. WILLIAMS: I hear this every
20 meeting, how inapt the world is.

21 MR. PARISER: When I voted for that I
22 looked at those conditions and I have always
23 said when Joan and Pat first got on the
24 council, I don't want to risk any of those
25 conditions. And I don't just blow off

1 conditions. If whatever comes down in any
2 zoning matter if the applicant doesn't
3 comply they should be enforced. I mean, if
4 it's brought to my attention that they are
5 not being enforced, we bring it to the
6 manager or whatever has to be done to
7 enforce those conditions.

8 The way that I am hearing tonight is,
9 if there can be some upfront additional
10 traffic mitigation conditions and Joan,
11 you're the most on top of it, thrown in with
12 the schedule as originally imposed and the
13 rest of the lawsuit ---

14 MS. STANCZYK: Originally agreed to.

15 MR. PARISER: And it's two years that
16 schedule ---

17 MS. STANCZYK: It's based on years as
18 well as dates.

19 MR. PARISER: Obviously, you are saying
20 that there's nothing that you think of that
21 you could come to them to mitigate now.

22 MS. LINDSAY: The entire way that they
23 have assigned the trip distribution isn't
24 going to work. You want to go ahead with
25 this, you go ahead with this.

1 MR. CANTERO: It's not what I want. I
2 am not here to do what I want.

3 MS. LINDSAY: Go ahead with it and you
4 will see in short order that you will have a
5 lot of problems related to this. And you
6 are going to have them one way or the other,
7 the problems.

8 I think the best thing to do is for
9 them to have to start over so that we can
10 have conditions written that ---

11 MR. CANTERO: That's not a possibility
12 at the moment. If the Court decides in our
13 favor they are not expanding.

14 MS. LINDSAY: They will have the right
15 to come back with another application.

16 MS. BOUTSIS: Which practically
17 speaking wouldn't happen because we do have
18 a charter amendment which would require
19 those within 2,000 feet ---

20 MR. PARISER: They will probably
21 legally challenge that also.

22 MR. TENDRICH: I was on the council at
23 the time, I thought it was good. I think
24 that the counteroffer -- you also need to
25 think, it seems to be some people feel that

1 just because it's written Palmer Trinity
2 won't follow it.

3 And again, as I said, when they first
4 made those they really did nothing, it was
5 the County. Then when we became the Village
6 and they didn't do it, that was bad on the
7 Village for not enforcing it. But I am sure
8 this council and other council in the future
9 are going to.

10 We have codes, we have laws, we have
11 laws that we have to follow, and you do it
12 and we'll call the Village manager and say
13 Mr. Manager, this is wrong, this is wrong,
14 we need to enforce it and I am sure it will
15 be, I have confidence in our people that we
16 have working for us.

17 If they weren't competent the Village
18 Manager wouldn't have them working for us.
19 I understand the fact that they had
20 conditions in 1999 that they didn't follow,
21 again, that was bad. They had the
22 conditions in 2002 that they didn't follow
23 and that was bad on us that we didn't
24 enforce it. But now we are enforcing laws
25 that are made for other people and enforcing

1 laws that are made for them.

2 MS. LINDSAY: I will tell you this.
3 That after the 2008 hearing I went to the
4 Staff and pointed out things that had not
5 been done and as Eve has stated here
6 tonight, 642 was considered in compliance
7 when the resolution said 600.

8 So you are looking at this from a very
9 idealistic point of view.

10 MR. FIORE: And how are you looking at
11 it?

12 MS. LINDSAY: I am looking at it from
13 experience.

14 MR. FIORE: Exactly, of course.

15 MS. LINDSAY: I have lived it, I have
16 studied it and I have seen what happens
17 here. And so I went to dispute this before
18 we had the last hearing when I thought that
19 we could make these conditions better and
20 she will tell you that she and I sat down
21 and we tried to not change the conditions
22 but to just make the words state what the
23 intent was so that there would not be wiggle
24 room in those conditions. But as you know
25 we were told that we could not change

1 anything at that last hearing so I wasn't
2 able to do that.

3 MR. WILLIAMS: We are back to 2008.

4 MS. TENDRICH: To me the transportation
5 or the cars is the most important thing
6 which concerns you, which it should. And I
7 feel that if they don't comply with it then
8 they can't do anything.

9 MR. WILLIAMS: They can't grow from
10 that to 1,150.

11 MR. TENDRICH: If they are not abiding
12 by it now, they have to abide by it
13 immediately, correct?

14 MR. CANTERO: And they can get fined.

15 MR. TENDRICH: You say mitigate for
16 them to find a way, maybe they will have to
17 say well, you know what, we'll meet at the
18 Publix parking lot and have our vans pick
19 you up, or have parents meet in an area and
20 drop off at the elementary school.

21 MS. STANCZYK: Who would make the
22 decision how the traffic would be mitigated
23 if the failed trips ---

24 MR. CANTERO: Part of it is in the
25 paragraph itself. It says, "The Village

1 will require the School to propose at least
2 three imitative measures that would be
3 enacted should the situation arise." The
4 situation being the trips. "Some of the
5 mitigation measures that can be considered
6 are color coded decal systems, eliminate
7 access from southwest 176th street to the
8 east only, license plate number entrance
9 assignment, lottery assignment, controls
10 prohibition signing and closing internal
11 roads so driveway entered must be exited.
12 If the corrective action is not implemented
13 within three weeks of the school being
14 noticed of the violation, the Village will
15 require the entrance be closed until the
16 corrective action is implemented by the
17 School. The Village will then verify that
18 the actions to correct the violation are
19 working through additional Village traffic
20 counts paid for by the School."

21 MS. LINDSAY: So essentially what you
22 are going to do is close the entrance at 176
23 and put everyone on 184 street going north
24 at Old Cutler.

25 MR. TENDRICH: If they are abiding by

1 so that its own student population and own
2 parent population stops complaining.

3 So I realize there are compliance
4 problems and I realize there is issues on
5 how you count the trips, but again today the
6 question really is should we try to
7 counteroffer to make our lives predictable
8 with the way that we think yes, it's not
9 great but it's not terrible either, or we
10 are going to say we'll let the Court decide.

11 And I really need a consensus. I have
12 two people telling me I want to
13 counteroffer, I have one person saying I
14 don't, and I really need the Mayor and the
15 Vice Mayor to tell me yes, let's
16 counteroffer or don't bother.

17 MR. PARISER: I would like to see the
18 case settled personally, but you know, the
19 traffic is an issue.

20 MS. STANCZYK: I would like to see it
21 settled, but we are in a position right now
22 where I see that even if we said, okay fine,
23 let's go forward, that we are just number
24 one, setting up for another lawsuit. If we
25 closed one of their entrances or exits I can

1 see them sue and get a cease order on it in
2 24 hours, and we would be right back where
3 we are.

4 MS. BOUTSIS: It's a condition that
5 they have never appealed.

6 MS. STANCZYK: It doesn't matter, they
7 will do it. They have never done what one
8 reasonable person would expect. They have
9 used every word to their advantage all along
10 the way and that's the experience of five
11 years of living with this case over this
12 time. I have never seen them act in a way
13 that respected where they are in this
14 Village. They have never respected the
15 Village, but we have respected them over and
16 over.

17 MR. CANTERO: Is that a no?

18 MS. STANCZYK: I am thinking it's a no,
19 because right now with where we are I have
20 no confidence, I am sorry.

21 MR. FIORE: Okay, it's up the Vice
22 Mayor.

23 MR. PARISER: I am going to say no and
24 see where they come back, what's their
25 offer.

1 MR. CANTERO: They are not coming back.
2 If you say no that means I am rejecting
3 their offer and I am not making a
4 counteroffer.

5 MR. TENDRICH: I understand the fact
6 that you all feel that they have not been
7 good citizens and abided, but we have it
8 written now and we have people to enforce
9 the law and that's why I feel that right now
10 that we try and negotiate.

11 Like the Judge said, if they win at
12 1,150 everything is out. The Judges that
13 ruled against us before are the same ones
14 that are going to rule again, and I don't
15 know what would make them all of the sudden
16 say, you know, Palmetto Bay is right this
17 time.

18 MS. STANCZYK: I think you may have
19 something there Howard. However, I can see
20 the lawsuit coming. I have no confidence in
21 their willingness to live up to an agreement
22 that they agreed to, because they have
23 already violated it on a number of
24 occasions. It's pretty graphic in what they
25 have done.

1 MR. CANTERO: I don't know, because ---

2 MS. BOUTSIS: If we have oral arguments
3 in the appeal yet or not.

4 MR. CANTERO: Whether we win or lose,
5 there is a possibility that somebody is
6 going to go to the Third District Court of
7 Appeals. I mean, if we lose I presume ---

8 MR. FIORE: My point is, Mr. Supreme
9 Court Justice, and thank you for your
10 service, I just don't want to see that we
11 just wasted \$42,000 and I would like to ask
12 my colleagues when is enough enough? A
13 million dollars, a million and-a-half? What
14 is enough? When do we say when?

15 You see, there is no response.

16 MS. STANCZYK: I think if you ask the
17 residents that are impacted in this Village,
18 and I think the 65 percent or better who
19 voted on the amendment to our charter
20 regarding school expansion, and I think if
21 we talk to the people that have come out and
22 supported financially in the work towards
23 this, and I think if you take a look at the
24 audience that was at the hearing for 2010
25 and in 2008, I think if you take a look at

1 reason we incorporated. So when you draw a
2 line in the sand and say it's enough, I am
3 sorry, I can't do that.

4 MR. FIORE: Well, Mayor, I don't know
5 if you saw the election results of November
6 16th, I was elected, so I don't know what
7 that says.

8 MR. STANCZYK: They didn't know what
9 your history would be about this.

10 You told everyone and we all tell
11 everyone that we will do our best for you.

12 MR. FIORE: Of course.

13 MS. STANCZYK: But I don't stop. I
14 don't draw that line in the sand that says
15 it's enough, I am going to move on.

16 MR. FIORE: All I want to do is follow
17 the rule of law. And if you don't follow
18 the rule of law it's not going to be good
19 for the Village and I just want my
20 colleagues, who I respect everyone here, I
21 respect the offices they won, I don't know
22 what else to say, I am sorry, Mr. Supreme
23 Court Justice.

24 MR. TENDRICH: I agree that you can't
25 draw a line in the sand, but you have to

1 think of the Village as a whole, you can't
2 think of, here's a square, here's a square.
3 We have a lot of squares in this Village and
4 we have to think of the entire Village as to
5 what's best in the Village. I understand
6 that traffic is terrible, I don't take Old
7 Cutler to get to work, but 200 more students
8 is not 200 more cars, number one.

9 And number two, I feel that we are
10 wrong in not coming back with a compromise
11 and saying, you know what, let's see if we
12 can't do it and become friends and work
13 together. Like I said, the biggest thing
14 that bothers me is, they didn't follow the
15 law before they are not going to follow the
16 law now. That's like saying -- I just
17 disagree with that, because you are saying
18 once you are bad you are always going to be
19 bad.

20 MS. STANCZYK: Actually, I had
21 confidence that when they got this document
22 and the document said that they had agreed
23 to it and they were bound by it and then.

24 MS. BOUTSIS: The resolution.

25 MS. STANCZYK: And they agreed to it.

1 So one would believe since they helped
2 author that document and they sat in an
3 office with someone who I thought, number
4 one, I did respect and I do respect his
5 ability and his honesty, and I thought that
6 he had prepared a document as meticulous as
7 Julian is, and had prepared a document that
8 would stand up and they agreed to it, 30
9 acres.

10 Now they have a document that not only
11 have they not stood by it in the past, they
12 are giving us a schedule that doesn't
13 reflect the document. What is that? It's
14 four years short, and they know it's four
15 years short, but they violated the document
16 already.

17 MR. TENDRICH: What was their timeframe
18 in the old document?

19 MS. STANCZYK: 15 years. They have cut
20 it by four years. Now it's down to 11.

21 MS. BOUTSIS: 15 years for the total
22 expansion up to 1,150.

23 MS. STANCZYK: So the number of
24 children are maxed out after 11. 11 years
25 from now. From 2010.

1 MS. BOUTSIS: I'm sorry, I'm confused
2 by what you just said.

3 MS. STANCZYK: They took four years off
4 the schedule for expanding the ---

5 MS. BOUTSIS: 15 years from 2010 is
6 2026.

7 MR. CANTERO: 2025.

8 MS. STANCZYK: They are going to 2023.

9 MR. CANTERO: That's two years.

10 MS. STANCZYK: It's two years because
11 it's two years at the end and two years at
12 the beginning. It's based on a number of
13 project years at 15.

14 MR. TENDRICH: They are now saying we
15 are going to get up to nine hundred students
16 in a shorter period of time, which I doubt
17 could happen because of the economy, because
18 of building and I think it's a plus for us
19 that you feel that they have reduced it by
20 two years, I feel the fact that it's 2013
21 and it would have been 2015.

22 MS. STANCZYK: If they start in 2010.

23 MR. TENDRICH: But now they are
24 starting in 2012 maybe, and so I don't see
25 the argument.

1 MR. HOCHMAN: One more point. If there
2 is a resolution by the Appellate Division of
3 the Circuit Court in favor of the Village, I
4 personally having looked at the history of
5 the litigation, do not believe that that
6 would be the end of that part of the
7 litigation. So I would suggest to you that
8 the next step would be an appeal on the
9 second level Certiorari review to the Third
10 District Court of Appeal. I believe
11 Mr. Cantero would then have to file another
12 brief on behalf of the Village.

13 MR. PARISER: There would also be an
14 opportunity to talk to them also.

15 MR. HOCHMAN: Absolutely. The only
16 reason I bring it up is because if cost was
17 a concern, I didn't want anyone to think
18 that a win now would be a win that you could
19 bank on.

20 The other issue is that there is a very
21 interesting issue regarding the power of the
22 writ of Certiorari, which is what is
23 happening right now in the appeal, and
24 whether the Appellate Court can turn around
25 and tell the quasi judicial tribunal what to

1 but this is the time to provide the
2 consensus to a decision to say let's try and
3 counteroffer or not.

4 Does anyone else want to say, I have
5 changed my mind I want to now suggest a
6 counteroffer other than the two people that
7 have stated that they do?

8 MS. STANCZYK: Is there a harm in
9 bringing a counteroffer back whether we care
10 that they reject it or not, that we put a
11 counteroffer that gives us our wishes?

12 MR. CANTERO: Define wishes.

13 MR. PARISER: That's what I was trying
14 to find out, what would be our wishes.
15 Other than coupling with a dismissal of
16 everything. If they say, Oh no, you can
17 give us 900 or 1,150 we don't care, we are
18 still suing you. And it's an unfortunate
19 thing about the cost, but that's a process
20 and that's one of the reasons why we didn't
21 cooperate, because developers know that's
22 the process, and they have amended their
23 complaint four times. The common is most
24 once or twice. It's going to be four or
25 five, so you have to fight paper with paper,

1 it's not my fault, I am the attorney, but
2 they keep throwing this back at you again
3 and they think you are intentionally
4 building up the cost or what have you.
5 Nobody likes paying attorney's fees, I know
6 that as an attorney. I don't like paying
7 attorneys but it's part of the process.

8 Yes, okay, we have those conditions but
9 if it's a settlement you can change some of
10 the conditions, but at least it may get them
11 to talk.

12 MR. TENDRICH: I think the important
13 thing is also, you know the Judge cannot
14 only rule against us on the number, but they
15 can then say, you know what, they are right,
16 they really drug you through the sand, now
17 they have to pay your attorney's fees. And
18 their attorney's fees are greater than ours
19 according to their records. And besides
20 that, then I feel the people in the Village
21 are going to say man, it's time for a recall
22 you all have really let us down as taking
23 care of the Village for the whole Village.

24 MS. STANCZYK: If you want to discuss
25 recall that's just the way it goes, because

1 if everybody in the Village voted to recall
2 me, not that little special group,
3 Howard ---

4 MR. TENDRICH: I didn't know you had a
5 recall.

6 MS. STANCZYK: I don't have a recall
7 yet. If they voted to recall me and they
8 all vote for it, so be it.

9 MS. BOUTSIS: I think we've disagreed
10 which way we can possibly beat this.

11 MS. STANCZYK: Do you want to possibly
12 give them a wish list and see if they throw
13 it back in our face?

14 MR. CANTERO: I have taken the
15 temperature of the other side and they are
16 not up for a wish list, they are barely up
17 for a settlement, they are moving in baby
18 steps.

19 MR. TENDRICH: What does the Vice Mayor
20 have that concerns them ---

21 MR. PARISER: Traffic. How to mitigate
22 the traffic situation.

23 MR. FIORE: That's already in the 80
24 conditions. You guys voted last year, you
25 put 80 conditions in there, you voted for it

1 Mr. Vice Mayor. The Mayor made the motion
2 last year.

3 MR. PARISER: At the last hearing it
4 was brought up that it was deficient.

5 MS. LINDSAY: They assumed that it
6 wasn't.

7 MR. FIORE: What do you mean they
8 assumed?

9 MS. LINDSAY: They assumed that the
10 County had given their approval on the
11 traffic study.

12 MR. CANTERO: Let me just say any other
13 conditions, any other settlement proposals,
14 what I have been told by the other side is
15 that we keep moving the target and wanting
16 to impose more conditions and they are not
17 going to go for more conditions. So I am
18 kind of stretching it as it is by suggesting
19 this additional condition which is not in
20 the original 80. That's stretching it
21 already, but I can justify it because we are
22 agreeing for them to go to nine hundred and
23 then they have to comply to get to 1,150, I
24 think that's logical, but to start imposing
25 anything else.

1 satisfied that we had a professional staff
2 that they knew what they were doing and
3 relied upon that, and those conditions say
4 ---

5 MR. TENDRICH: Right. I can't
6 understand why you feel that the traffic
7 conditions are not viable.

8 MS. STANCZYK: Because it was never
9 approved by Dade County. We were led to
10 believe that it was. We believed that the
11 application was sufficient, it was not. It
12 was not finished.

13 MR. PARISER: Procedurally the way the
14 brief was written and also procedurally the
15 way the other lawsuit was done, I mean, you
16 can't guarantee the client anything but I
17 think we have at least a 50/50 chance. Of
18 course, we may not.

19 MR. FIORE: Well, there is a lot of
20 other issues going on. Obviously we have
21 two people here with a lot of personal
22 issues at stake at this and I don't know
23 what else to tell you. I put my two cents
24 in, I want to save the taxpayers money, I
25 said it from a year ago, I will continue to

1 say it, I'd like to negotiate the
2 settlement, at least offer them this.

3 You are right, they may just say forget
4 it. Well, what's the harm in offering it
5 then. We may get an order that comes down
6 from the Court tomorrow that says -- okay, I
7 tried.

8 MR. TENDRICH: It's not the money that
9 you are going to be saving the Village. We
10 made the agreement, and they agreed to it,
11 so now we are adding another condition that
12 we definitely make sure that if we make an
13 offer of settlement that that agreement was
14 there, so that's an important thing for the
15 liability of the Village.

16 Like I said, it's sad that we are not
17 going to try and make any compromise.

18 MR. FIORE: So in these 80 conditions I
19 wasn't here then, I wasn't on the board, in
20 these 80 conditions weren't there any
21 mitigating factors put in there for traffic?

22 MS. STANCZYK: Didn't you read them?

23 MS. BOUTSIS: There are a few different
24 things.

25 MR. FIORE: We shouldn't be discussing

1 anything with the traffic we should be
2 discussing what's on appeal, period;
3 correct?

4 MR. CANTERO: Yes.

5 MR. FIORE: Thank you.

6 MS. BOUTSIS: It is a quarter to nine.
7 Good night 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 Village
Attorney in the above-styled cause. That the
foregoing pages, numbered 1 to 91 inclusive,
constitute a true and correct transcription of my
shorthand report of the Attorney/Client 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 7th day of December, 2011.



Adriadna Gonzalez

Adriadna Gonzalez
Court Reporter
Commission # EE041583
Expires Nov. 29, 2014