

IN RE:)
 PALMER TRINITY PRIVATE SCHOOL)
 V. PALMETTO BAY)
 08-28977 CA 3)
 10-34016 CA 20)

At: THE VILLAGE OF PALMETTO BAY
 9705 East Hibiscus Street
 Village of Palmetto Bay, Florida
 Wednesday, August 7, 2013
 6:30 p.m.

SHADE ATTORNEY-CLIENT SESSION

Reported by Rochel Albert,
 Certified Shorthand Reporter

ORIGINAL

PRESENT:

Mayor Shelley Stanczyk
 Vice Major John Dubois
 Council Member Patrick Fiore
 Council Member Tim Schaffer
 Council Member Joan Lindsay
 Village Manager Ron E. Williams
 Village Attorney Eve A. Boutsis, Esq.
 Attorney Jeff Hochman, Esq.

1 MS. BOUTSIS: I want to thank everyone for
2 being here tonight. As the Village attorney, I
3 have requested to advise the Village council
4 relating to the defense of those certain legal
5 actions entitled Palmer Trinity versus Palmetto
6 Bay, in Supreme Court case number 08-28977 CA 3.
7 And Circuit Court case number 10-34016 CA 20.
8 Seeking advice from the council regarding
9 litigation strategy and/or settlement, including
10 budget.

11 It is now 8:10 in the evening on
12 August 7th. I will have everybody go around and
13 introduce themselves. Why don't we start in the
14 back corner, Mayor, and work our way around.

15 MAYOR STANCZYK: Mayor Shelly Stanczyk.

16 COUNCILMAN SCHAFFER: Council member Tim
17 Schaffer.

18 COUNCILMAN FIORE: Council member Patrick
19 Fiore.

20 VICE MAYOR DUBOIS: Vice Mayor John
21 Dubois.

22 MR. HOCHMAN: Special counsel Jeff
23 Hochman.

24 MS. BOUTSIS: Eve Boutsis, village
25 attorney.

1 COUNCILWOMAN LINDSAY: Councilwoman Joan
2 Lindsay.

3 MR. WILLIAMS: Ron Williams, village
4 manager.

5 MS. BOUTSIS: Thank you. A certified
6 court reporter shall record the time and
7 termination of the session, all discussions and
8 proceedings that occur, the names of all persons
9 present, and the names of all persons speaking.
10 The transcript shall be made a part of the public
11 record upon the conclusion of the litigation.

12 Again, let's try and remember to not cross
13 talk, because the court reporter can only get one
14 person speaking down at a time, and try to be
15 clear for the record. No "um"s, "yeah"s,
16 "whatever"s, like that, because the court reporter
17 can't distinguish that on the record.

18 Thank you for being here. As you know, I
19 received, and I provided each of you a copy. It's
20 three pages in. It is the Sean Cleary's letter,
21 dated July 12, 2013, with a proposed settlement
22 offer.

23 I know I have shared it with each of you
24 on the 13th of July, and I have talked to some of
25 you a little bit outside of the shade, one on one.

1 But this is an offer to settle all the litigation
2 that is pending, both the 2008 case and the 2010
3 case.

4 The basic gist is the idea of, other than
5 the 1150 students, they want the conditions
6 removed and to have a certain amount of money
7 paid. The money is related to 350,000 in cash and
8 500,000 in credits, whether it's in building and
9 permitting fees or Art in Public Places fees,
10 which is the AIPP fund, or something to that
11 extent.

12 I think I will let Hochman -- Mr. Hochman
13 start speaking about it, but I just wanted to say
14 one thing. I think the way this letter was
15 crafted was inartful. And the reason I say that
16 is --

17 COUNCILWOMAN LINDSAY: Is what?

18 MS. BOUTSIS: Inartfully crafted.

19 The resolution that we are talking about,
20 the 2010-48, is attached to his letter. It was
21 amended several times over the past several years,
22 where we have gone back to zoning hearings.

23 Everybody keeps on talking about the
24 conditions. And this settlement agreement is
25 talking about the conditions. And if you see, it

1 starts basically on the resolution itself at
2 page six and it goes to page 20. And there are
3 sections and subsections. If you add up all the
4 subsections, it's approximately 80 conditions.

5 What I think you just need to understand,
6 that out of 80 conditions -- and I did some math
7 before this meeting -- 31 of the conditions are
8 code. What does that mean? I don't care if they
9 are in the resolution or not, because they are
10 existing code. So whether they are in here or
11 not, Palmer Trinity has to comply with those 31
12 conditions.

13 There are approximately 20 that relate to
14 traffic. Okay? And the application can't be
15 approved without Dade County and the Village
16 Public Works traffic approval. So maybe some of
17 them can be tweaked or modified. But in short,
18 without the sign-off of Miami-Dade County and the
19 Village of Palmetto Bay Public Works, they can't
20 get this site plan without the traffic.

21 Another 15 of the conditions are cross
22 references. What does that mean? It means if you
23 are in section four-point something, look at
24 section 15. So they are irrelevant to the
25 analysis of what is the conditions. They just are

1 cross references.

2 COUNCILWOMAN LINDSAY: How many?

3 MS. BOUTSIS: Fifteen.

4 So we at 66. The remainder are the --
5 let's call them the site-specific conditions. And
6 let's say that is about 22 of them. That adds up
7 to more than 80, but understand, some of these are
8 paragraphs. So there may be more than one
9 provision with a cross reference, or more than one
10 provision with a code section and whatever.

11 But the point of what I am trying to get
12 at, the heart of the resolution is 22 conditions.
13 Traffic, really -- for the majority of it,
14 80 percent of traffic, let's say 90 percent of
15 traffic, is nonnegotiable. The plan can't go
16 forward without Miami-Dade County and Public Works
17 approval.

18 Basically, what we are talking about, the
19 real difference between, I think, Palmer Trinity's
20 position and the Village's, whatever the position
21 is, is these 22 types of conditions. I think
22 these 22 to 23 conditions are what was discussed
23 at our last settlement conference.

24 Meaning where Mr. Williams, Mr. Hochman,
25 myself, representatives of CCOCI and

1 representatives of Palmer, sat in front of a
2 mediator, and Palmer Trinity told us what problems
3 they had or what problems they wanted removed from
4 or resolved or modified in the settlement
5 agreement. It comes down to those 22 conditions.

6 The reason I gave you that breakdown is
7 because you know we had at our last shade session,
8 we talked about a mediation where Palmer Trinity
9 said these are our concerns with the resolution.
10 So we are looking for a certain amount of money
11 and certain amount of tweaking or modifying or
12 removal of these 20-something conditions.

13 The parties at the mediation, meaning the
14 representatives of the intervener's group,
15 representatives from Palmer Trinity, and the
16 representatives of the Village, basically came
17 into a theoretical agreement as to how to tweak,
18 modify, whatever you want to call it, those
19 20-some-odd conditions.

20 What Sean Cleary did, did not reflect
21 those discussions. Rather, it said, okay. Here
22 is the settlement offer. Here is the money we
23 want. And I have even mentioned to you that maybe
24 we can get to -- at our shade session, if you
25 recall, because this was not talked about in the

1 settlement conference, was maybe some of the
2 money --

3 If money is a problem in getting this
4 settled, perhaps we can counteroffer with some
5 sort of forgiveness, whether it's on permit fees
6 or AIPP or something like that, so we don't
7 actually have to come physically out of pocket.

8 And this settlement offer does talk about
9 some of that concept. But it sort of doesn't go
10 into all the other 22 conditions that had been
11 negotiated in settlement conference. And
12 basically, it's inartfully written by saying, hey,
13 all these conditions go away except the number of
14 students. That is basically the conflict.

15 There's also one more condition in here.
16 It's about that they can increase student
17 population over a ten-year period, if they
18 provided some scholarships to Palmetto Bay
19 residents.

20 With that being said, the only condition
21 that had not been out of those 22 conditions that
22 we talked about at settlement, that wasn't a deal
23 breaker, was the lighting concept. To not go
24 further into the night on the lighting. And this
25 proposal here talks about turning off the lighting

1 in the fields at 8:30 p.m. Which is a big
2 difference from what the resolution itself had.

3 Before I continue speaking, I would let
4 Mr. Hochman start, and we can go from there.

5 MR. HOCHMAN: Good evening, everybody.
6 When I received this request or settlement
7 proposal, I reviewed it as a step backwards,
8 rather than forward towards a settlement.

9 The reason I thought that was because one
10 of the things that was perfectly clear during the
11 mediation conference was if we are going to start,
12 we have to agree that lighting of the ball fields
13 is something that is not going to be acceptable to
14 anybody on the Village's side.

15 And the lighting issue also created some
16 organic limitations on noise and other things that
17 were objected to by the residents, because if
18 there's no one out there because there's no
19 lighting, therefore, there wouldn't be noise and
20 other problems.

21 So when I received this around July 12,
22 2013, and I turned to the second page, and
23 number five says lights are allowed on the Palmer
24 Trinity athletic fields, but must be turned off by
25 8:30, to me that's not an effort to proceed with a

1 settlement idea. That is going backwards.

2 The other thing that stood out to me was
3 the idea that Palmer Trinity would be paid in cash
4 \$350,000. And in addition to that, Palmer Trinity
5 would be granted -- in addition to the cash, half
6 a million dollars in credits. And from my
7 perspective, the idea was that, again, would be
8 looked upon by the Village council as being a
9 backtracking of where we wanted to go in terms of
10 resolving the case.

11 And then the other issue really was the
12 first sentence, item number one. Which was after
13 all these efforts to try to work out conditions,
14 saying these will be modified and this will be
15 taken care of, this settlement proposal starts
16 completely over, and says everything is eliminated
17 and we will tell you what we will comply with.
18 And again, that approach, to me, was a direct
19 change from the way the settlement had been
20 approached during the mediation.

21 So I was not encouraged when I received
22 it, for those specific three reasons. And I am
23 here to find out, now that you have read it and
24 had a chance to look at it, in comparison to what
25 we talked about the last time we were here,

1 whether you see some way to proceed forward. I am
2 here to accept your comments. And if you have a
3 strategy, for example, to go back to Palmer
4 Trinity and try to revive some sort of settlement
5 negotiation, I am here to listen to you.

6 VICE MAYOR DUBOIS: Can you just clarify
7 one thing you just said?

8 MR. HOCHMAN: Yes.

9 VICE MAYOR DUBOIS: You said number one
10 was the athletic lighting in the fields.

11 MR. HOCHMAN: Yes.

12 VICE MAYOR DUBOIS: Number two was the
13 amount and number eight, the 350 plus 500.

14 MR. HOCHMAN: Yes.

15 VICE MAYOR DUBOIS: What did you say
16 number three was?

17 MR. HOCHMAN: Number one. Go back to the
18 first page. Number one, the only following
19 sections and conditions contained in the attached
20 resolution remain in effect. And then, basically,
21 a couple of things and everything else goes away,
22 and that is really not how we approached it at the
23 mediation.

24 At the mediation, we approached it from,
25 here is all the conditions and these are the ones

1 we wanted revised or amended. And it was done
2 with a revision of a document, rather than we are
3 tossing the document and starting with a brand-new
4 version.

5 MS. BOUTSIS: I can ask a question. One
6 second. The reason I started off the conversation
7 with we need to understand there were
8 80 conditions, 31 are irrelevant whether they are
9 in here or not, they are not -- Palmer Trinity
10 doesn't have a problem with them. We don't have a
11 problem with them because they are existing codes.
12 Whether we strike them or not is irrelevant. It's
13 a gift. Because they still have to comply with
14 it.

15 Twenty are traffic, which is what I told
16 you 80 to 90 percent, 95 percent -- if Miami-Dade
17 County Code and our Village Public Works traffic,
18 traffic considerations. Maybe there was some
19 concessions on the dais, but let's say 90 percent
20 of it is pure Miami-Dade County recommendations
21 and Village Public Works recommendations.

22 They can't move forward with the site plan
23 without those recommendations. So regardless of
24 what you do, without those sign-offs, they can't
25 get that. So that's --

1 VICE MAYOR DUBOIS: Those 20, though, are
2 sign-offs from staff or do they have to be quasi
3 judicial?

4 MS. BOUTSIS: You can tweak them if you
5 get competent and substantial evidence, not be
6 contrary to them, more stringent. If you add
7 another condition, because of competent and
8 substantial evidence, you can add another
9 condition in. You probably couldn't be less
10 stringent than those recommendations, those 20
11 recommendations from Public Works.

12 VICE MAYOR DUBOIS: Should we be worried
13 about the 20 or not, I guess is the question?

14 MS. BOUTSIS: I would say 90 percent of
15 them, you don't have to worry about. So 90 out of
16 20. You do the math of 90 percent of 20.

17 VICE MAYOR DUBOIS: Okay. So we have 29
18 left.

19 COUNCILWOMAN LINDSAY: May I interrupt you
20 for a point of clarification? Did I understand
21 you to say that they would need to be signed off
22 by the County, Public Works department?

23 MS. BOUTSIS: Yes.

24 COUNCILWOMAN LINDSAY: Okay.

25 VICE MAYOR DUBOIS: Councilman Schaffer

1 has been trying to get --

2 MS. BOUTSIS: Okay. Let me just --
3 remember, 15 are cross references. So who gives a
4 damn whether they are in there or not, because
5 they are cross references.

6 The 22 that is the balance, the 22, 23
7 that is the balance. Basically, what this letter
8 did was not only take out the 31 we don't care
9 about, not only take out the 20 that they can't
10 take out, because without Dade County and Public
11 Works' approval, they can't get the site plan.
12 They took out 15 cross references we don't give a
13 shit about -- excuse the language -- but it also
14 took out the 22 that is the heart of what we
15 negotiated.

16 VICE MAYOR DUBOIS: By taking them out,
17 they are implying that they just have to go
18 through the normal process for those; is that
19 right? Whatever the code says, if they want a
20 variance --

21 MS. BOUTSIS: Everything. But they took
22 out everything. Whether it's code, whether it's
23 traffic, and the 22.

24 VICE MAYOR DUBOIS: Right. Presumably,
25 previously, those 22, we had restrictions that

1 were more specific than our codes provided?

2 MS. BOUTSIS: We had detailed things for
3 this plan, yes.

4 VICE MAYOR DUBOIS: They just wanted to
5 take them off the table and start from scratch,
6 and say we will go through the normal process for
7 those 22. Is that what you are saying?

8 MR. HOCHMAN: Just for a concrete example
9 here about the buffer. In your current --

10 MS. BOUTSIS: We have a 75-foot buffer in
11 the current resolution.

12 COUNCILMAN SCHAFFER: They call it a berm.

13 MS. BOUTSIS: The berm is within the
14 buffer. The berm is only a portion of the buffer.
15 The current resolution says 75 feet. Understand,
16 they never appealed that. But forget all those
17 legalities. They are now asking for a
18 modification of that to a lesser amount, because
19 they have parking issues and traffic issues and
20 getting everything coordinated. They would like
21 that modified. Now they are saying, nope, gone.

22 VICE MAYOR DUBOIS: That was a resolution
23 that was passed that would have to be changed?

24 MS. BOUTSIS: That is why it's all quasi
25 judicial, yes.

1 COUNCILWOMAN LINDSAY: What the village
2 attorney is saying is that they want to modify the
3 buffer considerably, and what Mr. Hochman was
4 saying when he spoke a few moments ago was that
5 their proposal for the modification that is in the
6 settlement is not what was discussed at the
7 mediation. What the village attorney is saying is
8 that this is what was discussed, and this is
9 something altogether different.

10 VICE MAYOR DUBOIS: Right. I understand
11 that.

12 COUNCILWOMAN LINDSAY: But I believe that
13 they are not talking about having a new hearing
14 and coming up with new conditions. I believe
15 Mr. Cleary is asking for all of that to be
16 removed, with the exception of the ones mentioned
17 in item number one, which is conditions 4.1, 4.2,
18 4.3 and 4.7.

19 What the village attorney is saying is
20 that this really doesn't make any sense because a
21 number of these are in the code and cannot be
22 eliminated. A second group, which she referred to
23 as the 20 relating to traffic, have to be met.
24 They have to meet the county standards and they
25 have to meet the village standards in terms of

1 traffic.

2 And one of the things that everyone needs
3 to remember is that in order to make this work for
4 the school, they had to modify the flow of
5 traffic. So to take out conditions that the
6 Village worked hard to incorporate that modified
7 that flow to try to preserve the liveability of
8 the area is to say, we are not going to be
9 concerned about the residents who live in that
10 area and have to travel those streets, whether
11 it's 184, 176 or Old Cutler.

12 MS. BOUTSIS: That's right. I'm going to
13 ask, just because Tim Schaffer was --

14 COUNCILMAN SCHAFFER: No. Let her finish.

15 COUNCILWOMAN LINDSAY: Okay. That is the
16 20. And he is talking about throwing those out
17 too, you understand. Mr. Cleary is talking about
18 throwing out the ones that are in the code,
19 throwing out the ones that would be required to
20 meet the necessary traffic conditions that were
21 established by staff and our village attorney, and
22 Palmer may work together on those, if I recall.

23 MS. BOUTSIS: The traffic really came from
24 either the County or the Public Works.

25 COUNCILWOMAN LINDSAY: I do recall that

1 Mr. Cordino and Mr. Perez worked with Palmer
2 Trinity to come up with a solution to the traffic
3 problem. So they had worked on this and agreed to
4 all of this, and did not appeal any of the traffic
5 conditions. Again, the 15 cross references, you
6 can't throw those out either.

7 MS. BOUTSIS: It doesn't really matter.

8 COUNCILWOMAN LINDSAY: It doesn't really
9 matter. What has happened here, in any type of
10 hearing where you have a conditional approval, the
11 conditional approval is allowed by the
12 comprehensive master plan, so that you can provide
13 protections to the people in the community.

14 So the staff worked very hard to come up
15 with conditions, so that the quality of life for
16 the people surrounding the school and involved in
17 any traffic in that area would be protected. And
18 now Mr. Cleary is suggesting that they not be held
19 to those conditions.

20 MS. BOUTSIS: Mr. Schaffer.

21 COUNCILMAN SCHAFFER: Go back to
22 mediation. In mediation, it was those 20
23 conditions that were Palmer Trinity specific.

24 MS. BOUTSIS: Just so we are clear, you
25 can have a copy.

1 COUNCILMAN SCHAFFER: Right. I am not
2 going to go into detail.

3 MS. BOUTSIS: Okay.

4 COUNCILMAN SCHAFFER: Those were on the
5 table in mediation and discussed, modified,
6 changed, eliminated. And that was part of the
7 mediation discussion. And it was -- there was
8 some sort of agreement on those 20 in mediation,
9 which this is a completely different twist to
10 those.

11 The other item that was on the table in
12 mediation, if I am not mistaken, was money.

13 MS. BOUTSIS: Correct.

14 COUNCILMAN SCHAFFER: What did they want
15 as far as money? Besides negotiating this, they
16 said they wanted money. What was that number?

17 MS. BOUTSIS: They started off with the
18 basic concept of -- I think it was 2.50?

19 MR. HOCHMAN: Yes.

20 MS. BOUTSIS: And then they said, okay,
21 for all these conditions that we have worked on,
22 these 22, we are now down to a lesser number.
23 Whatever that number is.

24 COUNCILMAN FIORE: I am paying attention.
25 Okay? You started all of this. May 4, 2010. We

1 shouldn't even be here.

2 MAYOR STANCZYK: Please lower your voice
3 and stop shouting.

4 Please put it on the record that
5 Councilman Fiore was texting during a confidential
6 meeting.

7 COUNCILMAN FIORE: I was texting my kids.

8 MAYOR STANCZYK: I don't know who it was.
9 I don't think it's appropriate.

10 COUNCILMAN FIORE: Don't tell me anything,
11 please.

12 MAYOR STANCZYK: Stop raising your voice.

13 COUNCILMAN FIORE: We would not be in here
14 if it wasn't for you on May 4th of 2010. I would
15 suggest we please hurry on, please.

16 COUNCILMAN SCHAFFER: Can we please get
17 back.

18 MS. BOUTSIS: The answer is, at some point
19 they started off with 2.5. They were coming down
20 to a lower number based upon what we had worked
21 out on these 20-something conditions.

22 That last number what we worked out was
23 never discussed with us. The mediator said what
24 number are you at. He went to the Palmer Trinity
25 people. What number are you two at. And he said,

1 if you are too far apart, I am not going to be an
2 impasse, but we are going to leave.

3 COUNCILMAN SCHAFFER: And that is what
4 happened?

5 MS. BOUTSIS: And that is what happened.

6 COUNCILMAN SCHAFFER: Last we knew it was
7 \$2.5 million.

8 MS. BOUTSIS: It was a number less than
9 2.5.

10 COUNCILMAN SCHAFFER: Whatever.

11 MS. BOUTSIS: I believe it was about a
12 million, but let's say --

13 COUNCILMAN SCHAFFER: We don't know the
14 real number. It was \$2.5 million or 2.4 million,
15 900.

16 MS. BOUTSIS: Whatever.

17 COUNCILMAN SCHAFFER: Something less. So
18 we weren't at an agreement in mediation. We were
19 not at agreement in mediation.

20 MS. BOUTSIS: As to financial.

21 COUNCILMAN SCHAFFER: We weren't in
22 agreement in mediation. Yes, there were some
23 issues here involving the 20 conditions, but we
24 were way off on the dollars. So mediation wasn't
25 an agreement.

1 Now, we have -- you say it seems like we
2 have taken a step back. I am just playing devil's
3 advocate here. I am looking and saying, okay,
4 they have now come out with a new proposal, in
5 which they asked to have more conditions relieved,
6 more conditions taken off of them, but it seems
7 like they have reduced the dollar amount. Am I
8 correct in what --

9 Again, I don't want to go into little fine
10 points what we should do. But it seems like what
11 they have done here is they now are removing more
12 conditions that they have to follow, but reducing
13 the dollar amount from the little less than \$2.5
14 million.

15 MS. BOUTSIS: You can't answer that
16 question.

17 MR. WILLIAMS: Yes, you can.

18 MS. BOUTSIS: No, you can't, because we
19 were never given that final amount. We know it
20 was less than 2.5, but it could have been 500,000.

21 MR. WILLIAMS: You know it was nowhere
22 close. I think we do know what the number was. I
23 think the number was closer to a million or more.

24 MS. BOUTSIS: Honestly, I think it was
25 close to two million.

1 MR. WILLIAMS: You got the notes. I think
2 it was probably closer to two million. You got
3 the notes, but it was much different than this,
4 for sure.

5 COUNCILMAN SCHAFFER: Again -- let me
6 finish. I got you, Joan.

7 COUNCILWOMAN LINDSAY: Okay.

8 COUNCILMAN SCHAFFER: What I am getting
9 at -- and I am not pulling sides or taking issue.
10 I'm just saying, looking at this is at mediation
11 there was some solid agreement on conditions, but
12 way off on money, that the mediator walked off.
13 They have come back and they said, okay, we are
14 going to do this with the conditions and this with
15 the money. That is the way I am looking at it.

16 I am not -- now, it's up to us, sitting
17 here, to say, okay, we have something different
18 than was in mediation, and we have got to look and
19 decide as a group whether this is reasonable or
20 not reasonable. Or do we go through this and say,
21 well, we need to make some adjustments to
22 conditions or adjustments to money or adjustments
23 to both.

24 But what happened at mediation, to me, is
25 almost -- you know, I don't see this necessarily

1 as a backtrack in the overall picture. I see it
2 as just a different direction they are going.
3 Whether he wrote a good letter or not, and all the
4 other conditions, so be it. The fact behind it is
5 that in looking and reading through this, they are
6 trying to get as many of those conditions relieved
7 off of them as possible. And they are willing to
8 give us some financial break to do that.

9 That is where I see us at now, going
10 forward. Now, we have got to figure out how do we
11 work this all out. And that is how I see it.

12 MR. HOCHMAN: Just to explain the idea of
13 backtrack. The way it started, and this is where
14 the word comes from, the environment starts with
15 these conditions. We all convene. There are lots
16 of people at the mediation. And at the mediation,
17 we went through it point by point. If you look at
18 the document, the first page, with respect to only
19 7.3, which is dealing with the buffer area and the
20 berm, the only modifications were, as Eve Boutsis
21 here has indicated, six, seven and eight. It's a
22 modification to 7.3, 7.4 and 7.5.

23 COUNCILMAN SCHAFFER: Right.

24 MR. HOCHMAN: So we are going with 20.
25 All these conditions and all these paragraphs that

1 we are only going with them. Let's go back. If
2 you actually look at those provisions of the
3 conditions, that section 7, dealing with
4 landscaping, is section seven and 7.1, 2, 3, 4, 5.
5 It goes on to 14 separate sections.

6 COUNCILMAN SCHAFFER: Right.

7 MR. HOCHMAN: At the mediation, none of
8 that was discussed. And they said, oh, these are
9 the things we want modified. When you start big
10 and then you funnel down a little bit, you expect
11 the progression to go in that way. I was
12 surprised, as a litigator, to then get a document
13 written from the mediation which is, oh, rather
14 than the two or three things we talked about, what
15 we really want is we want to take section 7 out
16 and eliminate the entire thing.

17 COUNCILMAN SCHAFFER: Right.

18 MR. HOCHMAN: That is why I thought it was
19 a backtrack. Instead of making progress of you
20 believe you are going to get 15 things, we would
21 like to address three with you, fine, and then the
22 next communication being, oh, what we really meant
23 to say is we want to eliminate everything except
24 word three.

25 COUNCILMAN SCHAFFER: I understand.

1 MR. HOCHMAN: That is all I'm saying in
2 terms of why I characterized it as a backtrack.

3 Now, the other thing I thought is also
4 important to emphasize today, which is the one
5 issue that was crystal clear at mediation was the
6 lighting, that there wouldn't be any nighttime
7 lighting, was communicated to them as being a
8 pretty important issue, to the point that we
9 weren't negotiating that at all.

10 And now, the first thing -- they only
11 really put in a couple of conditions. They say,
12 oh, by the way, although we realize that you were
13 very firm about that issue, we are disregarding
14 that.

15 MR. WILLIAMS: I have a very different
16 opinion about that, totally.

17 MR. HOCHMAN: Okay.

18 MR. WILLIAMS: First of all, I don't even
19 know why you consider the basis for this
20 negotiation to be the mediation, because I see no
21 point -- the mediation was such a dismal failure
22 that, as I recall, the mediator told both of us,
23 you guys both need to go and find -- get you a
24 legal opinion and some highly ranked
25 constitutional folks to find out where you are.

1 I don't see in my view, and I was there,
2 and obviously, different than your view, that the
3 basis for anything moves from that litigation. I
4 think if we are planning to settle this, we have
5 got to find, well, this is the right document or
6 we create another one and propose it. I think we
7 got to try to find some middle ground here,
8 because the mediation, I don't think the mediator
9 even thought about talking to us again, we were so
10 far off.

11 MS. BOUTSIS: I disagree with your
12 thought. I'm sorry, Ron. He may have been far
13 apart on numbers and we may have been far apart in
14 our legal positions. Right. He did say Jeff
15 Hochman truly believes that the Village is on this
16 side. And Stan Price truly believes that the law
17 should change and should be this.

18 MR. WILLIAMS: Correct.

19 MS. BOUTSIS: So you two will never agree
20 to that. So get your --

21 MR. WILLIAMS: Let me finish. Why are we
22 using that gap, that value, as our basis here?
23 That was so far from any point of making any
24 progress, I don't think we made any progress
25 there.

1 Let me finish and then I will be quiet and
2 let you all talk. Everybody was there. It seems
3 like we have at least four different opinions of
4 who was there.

5 I am just thinking that there was a group
6 there that agreed with some pieces of the
7 conditions. There was you and I and the Village
8 and Mr. Hochman there, and we had another kind of
9 view of some things. There were a whole bunch of
10 folks that had a different position about money
11 and so forth.

12 But I didn't leave there thinking that
13 there was hope from that mediation, that that was
14 a foundation to go anywhere. Obviously, I missed
15 something if you all did.

16 MR. HOCHMAN: I did. I thought that --

17 MR. WILLIAMS: Because the Village didn't
18 put forth any particular position to show
19 progress. We were so far off.

20 MR. HOCHMAN: Let me say this. I saw the
21 world at that mediation divided into two
22 categories. One category was the conditions, and
23 I thought we spent most of the time dealing with
24 specific items, which it seemed had a reasonable
25 chance of coming back here and people agreeing

1 that some of the conditions and the landscaping
2 and the --

3 MR. WILLIAMS: Back to that mediation,
4 Mr. Hochman. Not back to this council. And that
5 mediation is zero.

6 MR. HOCHMAN: I am referring to the
7 progress at the mediation. And then after the
8 mediation, I got a document from them, which did
9 not reflect what occurred at the mediation.

10 Whether this council would be interested
11 in agreeing to certain things or not, and certain
12 money or not, all I am saying is from their side,
13 they took a couple steps down a path to settling
14 the case at mediation, which I thought was a lot
15 of progress at the mediation. Once I got their
16 actual document, it did not reflect --

17 MR. WILLIAMS: You see this as a follow-up
18 to mediation?

19 MR. HOCHMAN: Yes.

20 MR. WILLIAMS: That is where you and I
21 have a total different opinion.

22 MR. HOCHMAN: What was the purpose of
23 mediation, then, if they are not going to send me
24 a document following mediation that is consistent
25 with what we negotiated?

1 MR. WILLIAMS: I didn't know you got a
2 document following mediation. This was way past.

3 MR. HOCHMAN: I agree it's a long time
4 following it, but it is the next document I got
5 from them as a settlement communication after we
6 had mediation.

7 VICE MAYOR DUBOIS: Hold on. That
8 document is not necessarily a reaction to anything
9 that occurred there. There was a whole time line
10 in between, with a bunch of events that happened,
11 and this may have been a reaction to all sorts of
12 other things. I totally agree with the manager on
13 this. They are two totally unrelated things.

14 MR. WILLIAMS: I don't see any
15 relationship whatsoever. I was there, and I
16 missed -- I certainly yield to you legal beagles
17 that do it all the time.

18 COUNCILMAN SCHAFFER: I know. Ron, to get
19 back into a more simplistic form, again, the other
20 issue was what we have before us -- we can go back
21 and discuss mediation and everything else. We
22 have something before us that we need to focus on.
23 We can call it anything you want to call it, but
24 the fact behind it is they made an offer. They
25 have changed conditions and they have changed the

1 monetary aspect of it.

2 From the standpoint of being a
3 representative of the Village, these are the
4 decisions that we have to focus on. First of all,
5 the conditions. If all these conditions are
6 removed and they get all those 20 conditions
7 removed -- and I am not -- I am just laying out
8 ideas for discussion.

9 If all those 20 conditions are removed and
10 they get them -- They get all those 20. And we,
11 as a Village, are able to negotiate a cost, very
12 minimal cost, that is we may not have any outlay
13 at all, it may be Arts in Public Place removal,
14 which really isn't -- we come away somewhat
15 without writing any checks. All right? The
16 Village government and the Village coffers and the
17 residents won't be hurt financially. Right?
18 There's no financial payment.

19 However, we are going to hurt residents,
20 because there's residents -- and this is where
21 there's a dilemma. There's residents who are now
22 going to have -- now have these conditions in
23 their neighborhood, which can hurt those
24 residents. There may be the balance act. There
25 may be the things that we have to work out. And

1 the complication and the difficulty that myself
2 have in deciding this is what do the residents
3 want and don't want?

4 One of the struggles I have had, and I
5 have tried since our last shade session, is trying
6 to communicate with the other defendants, who have
7 given me not a lot of help from a standpoint of,
8 listen, you say you represent all those residents,
9 but I am getting different feedback from residents
10 in that area, that aren't in that area, that have
11 all kinds of different opinions, because I can't
12 discuss about any of it.

13 There's e-mails that went out as much as
14 yesterday that weren't helpful at all. In fact,
15 it was kind of just trashing the whole idea of
16 what we were trying to accomplish -- discuss here
17 in the shade sessions. I don't know if -- I got
18 to figure out how are we going to be able -- and I
19 spoke to you about this and I spoke to everyone.
20 How do we know what those residents want?

21 Now, I know CCOCI claims to be the voice
22 of the silent majority. But in my discussions
23 with the current officer and the past officer, I
24 am not certain of that. I had a past officer who
25 said, get me out of this. I want nothing to do

1 with it. I have moved onto something else. If
2 anybody else wants to be involved and fight this
3 battle, then they can write checks.

4 That is tough for a guy like me to say,
5 well, geez, aren't you the guys that are supposed
6 to be the voice, and coming back with something
7 like that? How do I do that? Where is the
8 communication to the residents from the standpoint
9 of some of these individuals?

10 And I am not saying I have an answer. I
11 am saying that this is the battle that we have
12 before us, as deciding what can we do to help. I
13 think there's residents out there who believe that
14 there is no way -- I have been told, no way in the
15 world that I should negotiate anything. That I
16 should fight this to death. I was elected by
17 people that have told me, what are you doing? You
18 better -- I elected you.

19 But wait a second. Aren't you a CCOCI
20 member? Yeah. You need to go talk to them,
21 because they may have a different opinion on what
22 is going on here. That is a fight to the death.
23 We don't care about the 30 percent. We don't care
24 about all the money. Whoa.

25 We have got a really difficult situation

1 that is before us. And again, the garbage has
2 been put out, and some of it went out yesterday,
3 and the fight is not about coming in and out of
4 the shade. It's about how to be able to represent
5 our people correctly.

6 It's not about hijacking e-mails and
7 sending them out to everybody in God's creation.
8 E-mails between council members and residents, and
9 then all of a sudden it's flying out there.
10 Everybody under -- everybody out there in the
11 public domain, when it's just not right.

12 And this is where we are at. It's
13 ridiculous. And I know Patrick's upset. All
14 right. Because it's something that he has
15 tried -- he has had an opinion, something that he
16 has tried to accomplish in the past that is
17 different from what has happened here.

18 But now is the time. This is it, guys,
19 right here. I don't think we should come out of
20 this room until we have something worked out. I
21 don't care about mediation. I think we need to
22 sit here. And I don't care if bloody, if we order
23 pizza or whatever it is.

24 We need to move forward on this. We need
25 to have something to come back at it. Whether we

1 are accepting this, we are accepting with
2 different terms. But now is the time. And the
3 residents want it. I think we all want it. And
4 let's do it.

5 MS. BOUTSIS: Can I state one thing? The
6 only reason I focussed so much about what happened
7 at this settlement conference, because in theory,
8 the mediator did not end the mediation. He said
9 it's still ongoing. You guys have -- the numbers
10 are where you are at.

11 That being said, in my mind I figured we
12 at least had a tablet. As to the conditions, we
13 had a tablet of what everybody could live with.
14 Regardless of whether an individual wants out of
15 the litigation or not, these people were the voice
16 of that constituency.

17 COUNCILMAN SCHAFFER: They are the tip of
18 the spear.

19 MS. BOUTSIS: Whatever.

20 COUNCILMAN SCHAFFER: Which is fine.

21 COUNCILWOMAN LINDSAY: You are for the
22 Village.

23 COUNCILMAN SCHAFFER: Exactly. But it
24 seems like there is some mis-hitting. It seems
25 like we are not hitting on the same --

1 MR. WILLIAMS: I think, Joan, that is part
2 of the point. I so strongly disagree with
3 Mr. Hochman's view there. I think that the
4 progress was made with the third-party litigants.
5 I don't think there was progress made with the
6 Village. Mr. Hochman believes that there was a
7 lot of discussion on conditions, and I think there
8 was some progress made in there, because you were
9 there as well.

10 But I don't think that the Village, who we
11 are, made those kind of agreements and
12 concessions. And I think until we, the Village,
13 decide what direction we want to go, I think
14 that's --

15 COUNCILMAN SCHAFFER: It might be CCOCI
16 and the other defendants. In all of this, where
17 is their name. Are we getting -- is the Village
18 getting stuck holding the bag here and they are
19 going to be -- and that is important to know.

20 Fire away, Joan.

21 COUNCILWOMAN LINDSAY: Thank you.

22 First of all, I would like to say, with
23 all due respect to Mr. Williams, I agree with
24 Mr. Hochman and Ms. Boutsis. I thought we had a
25 very amicable meeting. I thought people behaved

1 extremely well. There was no animosity.

2 MR. WILLIAMS: I agree with that.

3 COUNCILWOMAN LINDSAY: I think the
4 position of some of the defendants at the
5 mediation was simply to say, listen, this is all
6 up to the council. It's not up to the
7 representatives of CCOCI or any of the individuals
8 being sued.

9 But I think the understanding with people
10 at the table was if these people, who were the
11 defendants, could live with a modification of the
12 conditions, that perhaps it could be presented in
13 such a way to the remainder of the council that
14 you would find -- that you could go along with it
15 if the people most directly affected could be
16 agreeable to it.

17 That being said, it was my understanding
18 that when we went in, the school had -- I think
19 they started with 20 conditions that they wanted
20 to address. They presented the conditions. We
21 all listened. Then we divided up, and we
22 discussed those at length among ourselves, and
23 decided what we thought people could live with in
24 terms of the particular condition.

25 Then we came back together, and we talked

1 with the representatives from the school. And we
2 said, okay, we can live with this, we can't live
3 with that, this is a deal breaker and so on. But
4 at no time did any of these people who were
5 defendants in the lawsuit assume your role of the
6 Village council.

7 In fact, a number of times, if I can say
8 this, it was said by these defendants that we can
9 live with this but it's not up to us. It's up to
10 the Village council. We are okay with it and we
11 are not going to stand up at a hearing and
12 protest.

13 And I think that is one of the things that
14 the school would like to see. They would like to
15 see the community accepting this, so that the
16 people who were most vocal at the past hearings
17 had a buy-in and would not be opposed. That was
18 what we did with the conditions.

19 Now, what came out of the conditions was
20 pretty much, from my perspective, some good
21 agreement, some concessions that really, you know,
22 the residents were giving up some, but it wasn't
23 detrimental -- it wasn't going to be devastating
24 to their quality of life.

25 VICE MAYOR DUBOIS: Can I make some

1 suggestions?

2 COUNCILWOMAN LINDSAY: No. I am going to
3 finish. Thank you, John.

4 When it came to the money, there was a
5 wide difference. We met last, the money was an
6 issue. And we talked about ways that we could go
7 back and assign dollar values to some of these
8 conditions, so that we could show that the moneys
9 that they were asking for were higher than they
10 should be. I am not sure that was done to the
11 fullest extent possible.

12 But as I thought we were moving forward on
13 this, we had some agreement, at least from the
14 parties involved in the lawsuit, and you were
15 there, that this could be presented to the
16 council, and knowing the defendants in the lawsuit
17 could live with it, that there could be some
18 buy-in. No.

19 On the money issue, again, I thought we
20 were moving forward. And I could agree completely
21 with Ms. Boutsis and with Mr. Hochman that this
22 offer that we have before us is a horse of a
23 different color. And I am going to point out a
24 couple of things that I know the residents of this
25 community -- and I am speaking as a

1 councilwoman -- will not be able to live with.
2 And I will start with what Mr. Hochman started
3 with, number five.

4 Number five says lights are allowed.
5 There's no school in this community, not even
6 Palmetto High School and Pinecrest, not
7 Westminster, not a single high school that has
8 lights -- lighted fields in a residential area.
9 We don't allow lights in Coral Reef Park. That
10 was told to them. That is an absolute deal
11 breaker. And here it is.

12 Now, another thing that I don't think the
13 residents will be happy with is number seven.
14 They want a rather large sign at their entrance.
15 A sign that far exceeds the Village code. I do
16 not think that we need to give them anything that
17 we don't give every other business or homeowner in
18 the Village. The code, we all live by. They need
19 to live by the same code, unless they ask for a
20 variance.

21 MS. BOUTSIS: That would have to be done
22 through a variance.

23 COUNCILWOMAN LINDSAY: As far as the
24 moneys go, we can discuss that. I think
25 Mr. Hochman -- and I have been present in court.

1 I think Mr. Hochman knows this case well, and I
2 think if you haven't read the Fifth Amended
3 Complaint and read his response, that you should
4 sit down and take each one of the counts that
5 remain -- and remember, some of these have been
6 dismissed -- and you should go through and look at
7 Mr. Hochman's response.

8 MR. WILLIAMS: Joan, but we have got to
9 make some progress.

10 COUNCILWOMAN LINDSAY: Yes, we do have to
11 make some progress.

12 MR. WILLIAMS: Listen to me for a second.

13 COUNCILWOMAN LINDSAY: But you can't make
14 progress when people don't know what they are
15 talking about.

16 MR. WILLIAMS: Listen to me for a second.
17 And we have got to find -- between all of this
18 brilliance at this table, we have got to make some
19 progress. And this Village made no concessions
20 there, because I was there representing the
21 Village. Eve was there representing the Village.
22 Mr. Hochman was there representing the Village.
23 Okay?

24 And we did not make those commitments
25 because we are not authorized to make those

1 commitments. We are authorized only after this
2 body authorizes us to make them. That is why --
3 again, I am not going to go back to why I
4 disagree. I think that is clear.

5 The point of the matter is we have got to
6 find a way, like Mr. Schaffer is saying, to agree
7 to something or disagree with everything and stop
8 holding these sessions.

9 COUNCILWOMAN LINDSAY: We had agreed last
10 time that we were going to do something. That was
11 my understanding.

12 MR. WILLIAMS: But now, Mr. Hochman takes
13 the position that because we got this offer, we
14 made a big step back. We have got to find some --
15 come on guys.

16 VICE MAYOR DUBOIS: I agree. I think we
17 need to make progress. My suggestion is if we
18 talk about the past, if we talk about what we
19 talked about at the last shade session, we are not
20 going to make progress. We will be here until
21 three or four in the morning.

22 MR. WILLIAMS: We will be here all night.

23 VICE MAYOR DUBOIS: Yeah, for sure.

24 So just to speed this thing up. I think
25 all we have to do is go through one through

1 eight -- and we can bring up the same discussions,
2 just line item by line item, and we can come up
3 with our answer and say this is our counter
4 proposal. And let's just try it. That is
5 normally how you handle these as sufficiently as
6 we can.

7 MS. BOUTSIS: Let's look at number one.
8 Only the following sections shall remain in the
9 resolution. So let's turn to the resolution, and
10 turn to section 4.1. It starts on page six. 4.1
11 basically says that there's a unity of title. No
12 problem.

13 4.2 is -- they already have the unity of
14 title in place. 4.2 --

15 MR. WILLIAMS: Hold on a second. Let me
16 catch up.

17 MS. BOUTSIS: Page six at the bottom is
18 4.1. It basically talks about the requirement of
19 the unity of title. They already have that in
20 place, and that is not a problem.

21 4.2 is a restrictive covenant in the land.
22 That is what they are agreeing to. We don't know
23 what is going to be in that restrictive covenant,
24 but conceptually, they are agreeing to that
25 concept.

1 4.3 just says substantial compliance,
2 which is basically code. So they are agreeing to
3 go comply with code there.

4 4.7 talks about the student expansion
5 timetable. That is the timetable that Palmer
6 Trinity provided to us. It said their expansion
7 will be this number of students every year for the
8 next 20 years.

9 VICE MAYOR DUBOIS: Is that the same or
10 different as before?

11 MS. BOUTSIS: It hasn't changed. That is
12 what they are saying they are agreeing to.

13 MR. WILLIAMS: And they have agreed to
14 that?

15 MS. BOUTSIS: They have agreed to that.

16 MAYOR STANCZYK: And that is the updated
17 table?

18 MS. BOUTSIS: Mayor, there is no updated
19 table. It's that table and you just pick the
20 year. And if you remember, we already agreed to
21 change the year based upon the calculation.

22 MAYOR STANCZYK: That is what I remember.

23 MS. BOUTSIS: That is it.

24 MR. WILLIAMS: Okay. And our response
25 should be?

1 MS. BOUTSIS: Well, at least the 20
2 traffic is staying in. At a minimum, the 20
3 traffic is staying in, because that is Dade County
4 Code. The 31 code provisions that I told you
5 about are existing codes. Whether they are in
6 here or not, I don't care.

7 MR. WILLIAMS: That is fine. They are
8 existing codes. They got to follow at least our
9 code minimum.

10 MAYOR STANCZYK: If the 20 traffic is in
11 Dade County Code, can't we just say they must
12 follow the current Dade County code?

13 MS. BOUTSIS: Mayor, it's an analysis.
14 It's an analysis. It's not look at section 12.7
15 of the code that says you have to have "X." It's
16 an analysis by the Dade County department, and
17 they give you conditions. So when I said the 20
18 are traffic, it's conditions placed by Dade
19 County. It's conditions placed by on our Public
20 Works. And I say 90 percent of it is required
21 because there were some conditions on the dais in
22 all that.

23 MAYOR STANCZYK: Okay. Got it.

24 VICE MAYOR DUBOIS: Basically, of the 22
25 left, we have to go through those and figure out

1 which ones are absolute nos?

2 MS. BOUTSIS: That's my concept, yes.

3 MR. WILLIAMS: Let's do it.

4 MS. BOUTSIS: Let's turn to the front
5 page. I think it's easier to do it that way.

6 COUNCILMAN SCHAFFER: Of the letter?

7 MS. BOUTSIS: My memo. The front page of
8 the actual full attachment.

9 All right. So at section 4.12, they
10 talked about the portables. They want the --
11 timetable was that they -- yes?

12 COUNCILWOMAN LINDSAY: A clarification.
13 You said that there were 22 left, but they aren't
14 these 22, necessarily. Going over these, some of
15 these refer to traffic. I think that will still
16 mean that we haven't addressed some of them.

17 MS. BOUTSIS: My concept of the 22, Joan,
18 are these 22.

19 COUNCILWOMAN LINDSAY: Is that right?

20 MS. BOUTSIS: Yes.

21 COUNCILWOMAN LINDSAY: Some of these do
22 refer to traffic.

23 MS. BOUTSIS: Like I said, 90 percent of
24 traffic is Miami-Dade County Code of Public Works.

25 COUNCILWOMAN LINDSAY: I understand that.

1 I am just trying to figure out which ones we are
2 talking about.

3 MS. BOUTSIS: The five percent are in
4 here, out of these 22 conditions, as far as I am
5 concerned.

6 MR. WILLIAMS: She needs to go through
7 these 22, and we need to make a decision, yes, no.

8 COUNCILWOMAN LINDSAY: I am just concerned
9 that some of the ones that they had agreed to,
10 that are back in the body of the resolution, were
11 never discussed when this list came up, and,
12 therefore, we could be eliminating something
13 unknowingly. That is all I am saying.

14 MS. BOUTSIS: We can do further analysis
15 on it, but this is what I understand.

16 VICE MAYOR DUBOIS: Let's come up with a
17 draft. We don't have to send it to them any time
18 soon. We can review it and send it, you know.

19 MS. BOUTSIS: Basically, portables was
20 that they had to remove them very quickly, and
21 they had a very short time window. They are
22 asking to remove the portables within 90 days of
23 their first CO, excepting out the guardhouse. So
24 this was a condition giving them more leeway on
25 their portables. The portables were never

1 permitted. They weren't allowed in the site plan.
2 They have been there over ten years, most of them.

3 MR. WILLIAMS: Can we agree to that or
4 not?

5 MS. BOUTSIS: It's giving them more time
6 to deal with their portables, allow them to house
7 their kids and do their construction.

8 COUNCILMAN SCHAFFER: We are giving them
9 90 days to get rid of them?

10 MR. HOCHMAN: Just so it's clearly
11 understood, what they have asked for is just
12 eliminating them. What you are saying is yes or
13 no, we are eliminating them?

14 COUNCILMAN SCHAFFER: Yes. Meaning they
15 are not -- the portables can stay forever.

16 MR. HOCHMAN: Just so I understand -- it's
17 clear on the record, what we are doing. They are
18 asking you --

19 COUNCILMAN SCHAFFER: To strike
20 completely.

21 MR. HOCHMAN: -- to strike it out. And
22 you can either say yes or no. Yes, it's stricken
23 out and they can do whatever they want, or you can
24 say, no, we want you to do "X" with it. But I
25 want it to be clear, so when I go back, that I

1 know what it is you have agreed to. Do you agree
2 to strike it out?

3 MR. WILLIAMS: Should we go around the
4 room?

5 MS. BOUTSIS: I think we should.

6 MR. WILLIAMS: Yes.

7 MAYOR STANCZYK: Do the portables meet
8 code? Because when I looked at them a few years
9 back, there was no ADA compliance to any of those
10 trailers.

11 MS. BOUTSIS: I can't answer the question
12 off the top of my head. I can tell you that Ed
13 Silva has been there a number of times. What does
14 that mean? I don't know. All I can tell you is
15 there was a site plan previously that showed
16 portables, and they were removed from the site.

17 MR. WILLIAMS: Let's say if you want to
18 keep them, they must be code. If not, don't --
19 they can't keep them.

20 MAYOR STANCZYK: Are we saying how long
21 they can keep them? Are they leaving them
22 forever?

23 MR. WILLIAMS: That is what they are
24 asking right here. That is the point. Ninety
25 days from receipt of the first CO. That is the

1 timeline they put on there.

2 MAYOR STANCZYK: They put on?

3 MR. WILLIAMS: That is the timeline that
4 is proposed in item one. So we need to say yes,
5 no, or conditioned on this.

6 VICE MAYOR DUBOIS: From a practical point
7 of view, first of all, I live right next door. I
8 was the closest resident to the portables for
9 years, and I hated those things. I don't think
10 they were compliant.

11 My opinion is we should give them kind of
12 a -- we shouldn't strike it, but we shouldn't
13 necessarily leave it. And I don't think we can
14 agree to it the way it is anyway, because if it's
15 an illegal structure, it's not permitted, we can't
16 tell them they can have a non-permitted thing
17 there.

18 What I would say is -- and from a
19 practical point of view, first certificate of
20 occupancy, what if it's not a guardhouse, but some
21 small structure that doesn't help them alleviate
22 the need for the portables?

23 I think maybe something like it has to be
24 removed within 365 days, but they must be legal,
25 permitted structures while they are there, period.

1 MAYOR STANCZYK: That is a year, and they
2 have already lived far beyond what they originally
3 agreed to do.

4 VICE MAYOR DUBOIS: From a practical point
5 of view, when they started construction --

6 MAYOR STANCZYK: How about six months?

7 VICE MAYOR DUBOIS: When they started
8 construction, it takes them a long time to build
9 all those buildings. That is the only thing.

10 COUNCILWOMAN LINDSAY: May I interject
11 here? They were okay with this. So why do you
12 feel a need to give them 365 days when they were
13 okay with 90 days?

14 VICE MAYOR DUBOIS: Because we --

15 MR. WILLIAMS: He wants to eliminate it,
16 totally.

17 COUNCILWOMAN LINDSAY: No. Mr. Cleary
18 wants to eliminate it.

19 COUNCILMAN SCHAFFER: It goes back to my
20 comment. What they wanted at mediation at this
21 stage of the game to me is irrelevant, because
22 they have come with this because they have lowered
23 the amount of money they want and changed the
24 conditions. That's what I am focusing on.

25 MAYOR STANCZYK: I do have one quick

1 question for Eve, though, because you just brought
2 up a really good point. This is a letter from
3 Mr. Cleary, and we have dealt with Mr. Price for
4 many years as the lead counsel. I know that they
5 brought Mr. Cleary in. How is Mr. Price factoring
6 in to this offer, and what type of impact would he
7 have on negotiation?

8 MR. WILLIAMS: Mayor, the only way we can
9 do that is go to the board and say, is Mr. Cleary
10 authorized to submit this proposal or not. If
11 this is not from Palmer Trinity, then who was
12 authorized to do it?

13 COUNCILMAN SCHAFFER: He says in the
14 letter, Stanley Price and I, litigation counsel
15 for Palmer Trinity.

16 MR. WILLIAMS: That is their problem. It
17 came from their attorney.

18 MS. BOUTSIS: What I wanted to tell you is
19 you are right, 365 days gives them an amount of
20 time. Just be aware that this means first
21 certificate of occupancy after the guardhouse. It
22 may be two years or three years. This is a much
23 more liberal interpretation than 365 days.

24 VICE MAYOR DUBOIS: Here is my concern.
25 We can put this back in. I am okay with that.

1 But what if the structures are not legal and not
2 permittable, and then we go in with code
3 enforcement and say, you are tearing it down or
4 you are removing it, because it's not -- but our
5 agreement says we are allowed to keep it up until
6 90 days after C.O.

7 We are in a bad position. I would like to
8 add that in. That is why I was thinking, we will
9 give them a little something if we are going to
10 take. Give them an extra maybe six months.

11 MAYOR STANCZYK: We don't want to do what
12 we would never do for any other entity within the
13 Village.

14 VICE MAYOR DUBOIS: This is hard to
15 replicate.

16 MAYOR STANCZYK: Not for schools with
17 portables.

18 VICE MAYOR DUBOIS: Six months is okay
19 with you?

20 MAYOR STANCZYK: Six months is fine. That
21 gives a clear window.

22 VICE MAYOR DUBOIS: But we have to say it
23 must be legal and permitted.

24 MS. BOUTSIS: Just so I am certain, it's
25 this condition as written?

1 VICE MAYOR DUBOIS: No, 180 days instead
2 of 90 days. But approval for that 180 days is
3 contingent upon it being a legal, permitted
4 structure.

5 MS. BOUTSIS: All right. I don't want to
6 have to come back to each one. Do we have a
7 consensus, please? I want everybody on the
8 record.

9 COUNCILMAN SCHAFFER: Yes.

10 VICE MAYOR DUBOIS: Yes.

11 MAYOR STANCZYK: Yes.

12 MS. BOUTSIS: Patrick? You okay?

13 COUNCILMAN FIORE: Yes.

14 MS. BOUTSIS: Joan, you are okay?

15 COUNCILWOMAN LINDSAY: Yes.

16 MR. WILLIAMS: Yes.

17 MS. BOUTSIS: Section 6.1, relating to
18 athletic fields. Basically, the applicants should
19 not use the athletic fields for non-athletic uses.
20 As to the remainder of the paragraph and notifying
21 of events, they can delete that and just -- let's
22 go into 6.1. Let me look at it for a second. My
23 memory now is not as fresh as it was at the time.

24 There was concern about having third-party
25 functions out on the fields. So to use the fields

1 for their athletic purpose was the concept, and
2 then to -- whether it's tournaments or anything
3 else, and then strike out all the remainder of the
4 paragraph.

5 MR. WILLIAMS: What is the term "issue"?

6 MS. BOUTSIS: It's basically allowed to be
7 used for athletic fields, but not to use it for
8 carnivals and whatever else.

9 MR. WILLIAMS: I understand. I am trying
10 to understand whatever language you used.

11 VICE MAYOR DUBOIS: You want to use the
12 language not permitted for events hosted by third
13 parties or something to that effect?

14 MS. BOUTSIS: Yes. Well, that was the
15 original language in 6.1, was third-party use.
16 And now it's not about third-party use. It's just
17 not to use for non-athletic events.

18 VICE MAYOR DUBOIS: I think they would
19 prefer, and a compromise would be, prohibiting
20 them from third-party use.

21 MS. BOUTSIS: No. That is already in the
22 resolution. That is what they wanted out. They
23 actually wanted this language.

24 MR. WILLIAMS: Non-athletic.

25 VICE MAYOR DUBOIS: The school did?

1 MS. BOUTSIS: Yes.

2 MR. HOCHMAN: What they want is they want
3 to have their land usable by them for whatever
4 purpose they want. And the Village said, we don't
5 want any third parties doing it. If Palmer
6 Trinity does it, that is fine. But you are not
7 going to have a carnival. You are not going to
8 have third parties.

9 VICE MAYOR DUBOIS: But this now says the
10 applicant shall not use the athletic fields for
11 non-athletic uses. They can't even have a lunch
12 set up there for their athletes.

13 COUNCILWOMAN LINDSAY: On the field?

14 VICE MAYOR DUBOIS: On the field.

15 MS. BOUTSIS: That's the language they
16 proffered.

17 MR. HOCHMAN: The issue is this. They
18 have asked -- they want you to allow them to use
19 the fields how they want.

20 VICE MAYOR DUBOIS: That's not what this
21 is.

22 MR. HOCHMAN: Remember, the document you
23 are looking at, the first document package is from
24 the mediation. The theory going forward tonight
25 is that the mediation is not what we are dealing

1 with. We are only dealing with what they
2 requested. What they have requested now, in
3 Mr. Cleary's letter, is can we use our field for
4 our own purpose?

5 And our response is either yes or no to
6 that. And if the answer is no, we are using our
7 notes from the mediation to go back and tell you
8 where the parties were at that time.

9 So the first question before the council
10 is can they use their athletic field for any
11 purpose they want? If you are comfortable with
12 that, we can move on. If you are not comfortable
13 with that, then let's find out what uses, if any,
14 you want to create restrictions for.

15 VICE MAYOR DUBOIS: I would be comfortable
16 with eliminating that completely, because I don't
17 think there's a single other school that has an
18 athletic field that has a covenant that restricts
19 them from using it for any purposes.

20 COUNCILWOMAN LINDSAY: Mr. Dubois, I
21 believe the intent of this original 6.1 was
22 focused on third parties unaffiliated with the
23 operation of the school. That was the original
24 intent. So they weren't leasing out their fields
25 and having more than the normal --

1 COUNCILMAN SCHAFFER: Like having a
2 wedding in the middle of the field?

3 MS. BOUTSIS: No. Like leasing their
4 fields to another organization that might not have
5 a field, and thereby creating more traffic and
6 more noise for the immediate neighborhood. That
7 was the idea.

8 MR. HOCHMAN: The example would be if, for
9 example, during the summer they wanted to lease
10 out the baseball fields to a baseball training.

11 COUNCILMAN SCHAFFER: Little League.

12 MR. HOCHMAN: Little League, whatever. To
13 come and use their field. That way it wouldn't be
14 normal use for the school. It would be a third
15 party using the ball field. And because that use
16 of the ball field wouldn't be anticipated, the
17 neighbors would be burdened by having another
18 group now use the ball fields they weren't
19 anticipated for.

20 MR. WILLIAMS: Joan, are you okay changing
21 it back to no third party?

22 COUNCILWOMAN LINDSAY: I am not okay with
23 this because this is a school, and I believe the
24 school should be permitted to use the fields for
25 their purposes, and to invite anyone they want to

1 use their fields, as long as they are part of that
2 usage.

3 VICE MAYOR DUBOIS: So no third parties?

4 COUNCILWOMAN LINDSAY: I don't believe you
5 should rent it out to third parties.

6 VICE MAYOR DUBOIS: So let's put no third
7 parties in.

8 MR. WILLIAMS: No third parties.

9 MS. BOUTSIS: Do we have a consensus?
10 Because I only hear two voices.

11 MAYOR STANCZYK: Yes.

12 MS. BOUTSIS: Councilman Schaffer?

13 COUNCILMAN SCHAFFER: Yes.

14 MS. BOUTSIS: Okay. So this is being
15 struck. Next.

16 VICE MAYOR DUBOIS: It's being struck, so
17 that the no-third party goes in its place?

18 MS. BOUTSIS: It stays in place.

19 MR. WILLIAMS: 6.1 stays as it was
20 original written?

21 MS. BOUTSIS: Correct.

22 MR. WILLIAMS: 6.2.

23 MS. BOUTSIS: The list of special school
24 events shall not be required to be provided by a
25 certain date. Basically, the concession is that

1 anybody can go on their e-mail and look at the web
2 blast from the Village or whatever.

3 The second part was the language of our
4 resolution said a police officer or equivalent,
5 and they just wanted the word "equivalent" struck.
6 They want to just use a police officer. We were
7 giving them the opportunity to do a private guard
8 or whatever else, and they asked for that to be
9 removed.

10 COUNCILMAN SCHAFFER: They want the whole
11 thing struck?

12 MS. BOUTSIS: Yes. They never had to
13 provide notice, and we are agreeing to not provide
14 notice, basically, because it's on their website.

15 COUNCILMAN SCHAFFER: Strike it. That
16 is --

17 COUNCILWOMAN LINDSAY: May I say this? If
18 they have a large event at the school, a special
19 event, they would be required to have a special
20 event permit; is that correct or not?

21 MS. BOUTSIS: That was not changed.

22 COUNCILMAN SCHAFFER: Isn't that code?

23 COUNCILWOMAN LINDSAY: Now, under the
24 special event permit process, would the Village
25 determine whether or not they needed a police

1 officer?

2 MS. BOUTSIS: Yes, they would.

3 COUNCILWOMAN LINDSAY: So by striking
4 this, we are still covered by the code. And as
5 far as the schedule goes, I am okay with not
6 having this -- not provided by them.

7 VICE MAYOR DUBOIS: We can strike number
8 three?

9 MS. BOUTSIS: Just so we are clear, we
10 have a consensus that basically this requirement
11 for the resolution of 6.2 would be stricken.

12 MR. WILLIAMS: Who signs off on --

13 MAYOR STANCZYK: And they pull them now,
14 right?

15 MS. BOUTSIS: Yes, they do.

16 MR. WILLIAMS: And Greg Truitt signs off.

17 MAYOR STANCZYK: I think the purpose of
18 this was just to make it easy for them.

19 MS. BOUTSIS: We have a consensus? I want
20 to get everyone on the record.

21 Mayor, you are okay?

22 MAYOR STANCZYK: Yes.

23 COUNCILMAN SCHAFFER: Yes.

24 COUNCILMAN FIORE: Yes.

25 MS. BOUTSIS: Next one. Section 6.3 was

1 basically originally said only one athletic
2 tournament, or whatever you want to call it, at
3 one time on the properties. Okay. This was one
4 event, not several sports events at the same time.
5 They asked for it to go up to two athletic
6 tournaments, or whatever you want to call it, at
7 the same time on the complex on the same day.

8 Additionally, they may take place after
9 normal school operational hours and weekends from
10 10:00 a.m., in compliance with the Florida High
11 School Athletic Association requirements, and
12 indoor activities could occur until 10:00 p.m. at
13 night. The reason that is important, under the
14 condition that was in the resolution, they were
15 allowed to play 10:00 to 3:00.

16 COUNCILMAN SCHAFFER: They want that
17 striked altogether, which means that they can do
18 as much as they want to be able to do?

19 MS. BOUTSIS: Yes.

20 COUNCILMAN SCHAFFER: They can have ten
21 events going on at one time?

22 MS. BOUTSIS: Yes.

23 COUNCILMAN SCHAFFER: Okay. I am just
24 clarifying.

25 MS. BOUTSIS: Yes. So their current offer

1 is do whatever they want, whatever time.

2 COUNCILMAN SCHAFFER: That is what --

3 MS. BOUTSIS: And as many.

4 MAYOR STANCZYK: Now, you got them
5 proceeding through 10:00 p.m., but there's no
6 lights on the field.

7 MR. WILLIAMS: That is indoor.

8 MS. BOUTSIS: And the athletic fields
9 would be governed by this standard, but without
10 lights. It would be regulated by the lights,
11 which was what the issue really was. Now it's up
12 to you to tell us what you want.

13 COUNCILMAN SCHAFFER: Choice number one,
14 eliminate it altogether, they can do anything they
15 want.

16 VICE MAYOR DUBOIS: I have a question
17 before I can give an opinion on this. Is there a
18 code prohibition on the number of people that can
19 be at the property at any given time?

20 MS. BOUTSIS: No.

21 VICE MAYOR DUBOIS: Even though they may
22 only have 2,000 people between students and
23 teachers and everybody else during hours, they can
24 have 5,000 if this is struck?

25 MS. BOUTSIS: Correct.

1 MR. WILLIAMS: That would have to be
2 reviewed, of course.

3 MAYOR STANCZYK: How would you put some
4 type of limit that would be acceptable? Because
5 it would be actually easier to even be more than
6 5,000. You could have maybe up to ten.

7 MR. WILLIAMS: Just like Scott Silver does
8 down there now.

9 MS. BOUTSIS: Yes. Do you offer it that
10 way?

11 Scott Silver has a ton of people. Had a
12 huge event. It would be subject to the same
13 rules.

14 VICE MAYOR DUBOIS: The other issue is I
15 don't see how it be possible to, A, enforce, and,
16 B, even classify events over there to figure out
17 if they are -- the amount of technical writing on
18 this provision would be extensive to make it FT.
19 Really, it's a little out there.

20 MS. BOUTSIS: To write the number of
21 people would be insane.

22 VICE MAYOR DUBOIS: Ridiculous.

23 MS. BOUTSIS: They agreed to two. It was
24 a concession. I am not talking about in the final
25 settlement. I am talking about previously.

1 VICE MAYOR DUBOIS: It's the same issue
2 with two. It's listed as two events. They will
3 say, well, it's two events at a gathering and a
4 meeting and a "this." This is really difficult to
5 enforce.

6 COUNCILWOMAN LINDSAY: I think they are
7 talking about two athletic tournaments, jamborees
8 or division-type play. They are not talking about
9 a meeting. They are not --

10 MR. WILLIAMS: They get to practice --

11 COUNCILWOMAN LINDSAY: No, no. In the
12 event where we are having a softball tournament
13 with eight schools participating. I believe that
14 is what we are talking about. I am not talking
15 about having a practice for soccer here and
16 softball here and basketball here and tennis there
17 and swimming. That is not precluded by this
18 condition. It was a large tournament where you
19 would have league, spectators and a lot of
20 traffic.

21 MAYOR STANCZYK: Would these events
22 require a special event permit, like a tournament
23 as opposed to a game?

24 MR. WILLIAMS: I don't think so. If they
25 have got an athletic program that we recognize, I

1 don't know if they were having a tournament with
2 two or three teams, I am not sure -- we don't do
3 that for anybody else.

4 MAYOR STANCZYK: You don't do it for Slam
5 Fest?

6 MR. WILLIAMS: No. That is our event.
7 It's at our park.

8 VICE MAYOR DUBOIS: I think there's a
9 natural, practical limitation that the school will
10 self impose, from the point of view that if they
11 have two large events going on, they don't have
12 the internal staff to operate and safely conduct
13 business there. I don't think it's realistic to
14 expect them to go crazy, to have an event, have
15 enough events that there will be 6,000.

16 MR. WILLIAMS: When Westminster has
17 tournaments during regionals or something, I know
18 we don't --

19 COUNCILMAN SCHAFFER: If they have a
20 ballgame, if they have GMACs in baseball, they
21 have regional sections, it's two teams that play.
22 When two teams are done, two more teams play. And
23 that is the way you do it.

24 MR. WILLIAMS: The same thing at Coral
25 Reef.

1 VICE MAYOR DUBOIS: It just seems that
2 this will get to be an overreaching, parochial
3 type of requirement on them that really is self
4 regulating.

5 MS. BOUTSIS: Would you like to strike it?

6 VICE MAYOR DUBOIS: I would like to strike
7 that.

8 MS. BOUTSIS: Anybody else?

9 COUNCILMAN SCHAFFER: Go around.

10 COUNCILWOMAN LINDSAY: I understand the
11 vice mayor's position, but I do not want to strike
12 it.

13 MR. WILLIAMS: Mayor?

14 MAYOR STANCZYK: I have concerns that I am
15 not overly involved in sports enough to really
16 understand whether they could or they couldn't
17 self limit. Because if you had a couple
18 tournaments going on with parents showing up
19 easily could have a real overburden on the area,
20 on the community. Because where are they going to
21 go?

22 COUNCILMAN SCHAFFER: Now let's focus on
23 the swing side. Palmetto High School has a
24 baseball -- they play baseball at our park, Coral
25 Reef.

1 MAYOR STANCZYK: They play a game. Not a
2 tournament.

3 COUNCILMAN SCHAFFER: What if our park
4 gets awarded GMACs or it's awarded sectional
5 regionals.

6 MAYOR STANCZYK: I don't know what that
7 is. But our park has baseball and has seasonal
8 events, and it only has baseball. They will have
9 baseball, tennis, football, swimming at the same
10 time.

11 COUNCILMAN SCHAFFER: They don't
12 necessarily all have the same events going on at
13 the same time. They are all different seasons. I
14 am just throwing it out there. I am not saying --
15 they have different seasons. Baseball is going to
16 have its season, which is going to start in
17 February. Swimming is over with. Swimming and
18 tennis, I believe, is a fall sport.

19 MAYOR STANCZYK: It's all year.

20 COUNCILMAN SCHAFFER: When they have the
21 tournaments. When you are talking about high
22 school and tournaments --

23 MR. WILLIAMS: High school has a season.

24 VICE MAYOR DUBOIS: Two seasons.

25 COUNCILMAN SCHAFFER: They all have

1 seasons. And theirs is late spring. There is
2 some difficulty, like he said, monitoring and
3 managing and understanding it. There's a lot of
4 cross over.

5 VICE MAYOR DUBOIS: How do we handle it in
6 our parks when we have four baseball fields and
7 people ask to use three of the four baseball
8 fields? Do we regulate that?

9 MR. WILLIAMS: We have 20 teams sometimes
10 for Slam Fest. But people park --

11 MAYOR STANCZYK: That is why we limited
12 the tournaments to five a year.

13 COUNCILWOMAN LINDSAY: I would like to
14 also add that the park and this particular parcel
15 are not the same. The park fields are separated a
16 good distance from the homes, and no one's
17 backyard is adjacent to a field. That is not
18 going to be the case here. You need to make sure
19 you have a picture in your mind. It's not like
20 the games are there and the homes are over here in
21 another part of town. The park is like that.

22 So you need to really consider all of
23 those people who live on the east side of that
24 parcel have their backyards adjacent to this
25 particular property, where all of these athletic

1 events are going to take place. I urge you to
2 consider those people. That is the east side.

3 MR. WILLIAMS: Let's make a decision on it
4 one way or the other. And if it's a show stopper
5 or whatever, then we will reevaluate it as we work
6 towards trying to get some resolution here. Let's
7 make a decision one way or the other.

8 MAYOR STANCZYK: Why don't we move to the
9 next one, if we can't make a decision --

10 MR. WILLIAMS: We got to make decisions.

11 MAYOR STANCZYK: I was going to suggest we
12 went back to it after --

13 COUNCILMAN SCHAFFER: Let's come back.
14 That makes sense. We'll circle that.

15 MS. BOUTSIS: Section 6.6 was the
16 lighting.

17 COUNCILMAN SCHAFFER: This is where they
18 say that they want lighting, but with certain
19 restrictions in the letter, correct?

20 VICE MAYOR DUBOIS: Let's make this easy.
21 Let's just go to number five and strike
22 number five from the settlement agreement.

23 MS. BOUTSIS: Basically, it was 5:30 at
24 night.

25 VICE MAYOR DUBOIS: Yes. Set it back to

1 5:30. Is that right? That was the original?

2 MS. BOUTSIS: Yes.

3 VICE MAYOR DUBOIS: Number five is lights
4 are allowed -- this is what they are asking for.
5 Lights are allowed on Palmer Trinity School
6 athletic fields, but must be turned off by 8:30
7 p.m. every day.

8 COUNCILMAN SCHAFFER: Right.

9 VICE MAYOR DUBOIS: Originally, it was --

10 MS. BOUTSIS: 5:30.

11 VICE MAYOR DUBOIS: Say no lights allowed.

12 COUNCILWOMAN LINDSAY: No lights on the
13 athletic field. That's a deal breaker.

14 VICE MAYOR DUBOIS: Change five to no
15 lights allowed. And then we don't have to deal
16 with --

17 COUNCILWOMAN LINDSAY: Well, you do have
18 parking lights and security.

19 MS. BOUTSIS: That is required by code.

20 COUNCILWOMAN LINDSAY: It was also agreed
21 that they could have a light in the pool.

22 MS. BOUTSIS: That is per the code, yes.

23 Number six.

24 VICE MAYOR DUBOIS: I guess item five,
25 also, on the front page.

1 MS. BOUTSIS: 7.3 is the more complicated
2 one. In short, it's about the buffer. The buffer
3 was 75 feet. They made a mistake in -- just so
4 you understand, they made a mistake in their
5 parking, their travel lanes and getting buses in
6 and out.

7 They want the whole provision struck in
8 their current offer about having a 75-foot buffer.
9 Code required 50 feet, just so we are clear. They
10 would be adding 50 foot, and they could make
11 whatever modifications they want. They could do
12 whatever they want, under the current offer.

13 The offer here is basically allowing them
14 to play with the -- break it down to 65 feet,
15 perhaps, and let them play with that ten feet to
16 do what they need to do for their traffic
17 circulation and shifting of things on both sides.
18 And get rid of the berm. And they want a walking
19 path, is what they did ask for. I don't know if
20 we got the consensus on that, but they wanted a
21 walking path.

22 COUNCILWOMAN LINDSAY: Not only wanted a
23 walking path, but they wanted a separate
24 maintenance path, and there might be some areas
25 where the two paths coincide. But they wanted two

1 paths within the reduced buffer. Now, a buffer,
2 by definition, is an area of land set aside to
3 take care of the fact that you have two different
4 land uses. Keep that in mind. If you have two
5 paths within a 50-foot buffer, you do not have a
6 50-foot buffer by definition.

7 VICE MAYOR DUBOIS: If I recall from the
8 last meeting we had on this topic, there was
9 another reason for changing the buffer, and that
10 was, I think you said, the ability for fire
11 engines to turn around?

12 MS. BOUTSIS: It's the turning radius.

13 VICE MAYOR DUBOIS: The turning radius.
14 So that is why they needed the buffer shrunk, so
15 that they could make the turns wider on the
16 inside?

17 MS. BOUTSIS: Yes. That is the main
18 reason. And because of that, the right side and
19 left side had to shift, and then they had to shift
20 their parking conditions. So it's all based upon
21 that roadway.

22 VICE MAYOR DUBOIS: The fire issues placed
23 here.

24 MR. WILLIAMS: What do we think?

25 MS. BOUTSIS: Do you want to eliminate the

1 buffer of 75 and bring it down to 50?

2 COUNCILMAN SCHAFFER: Eliminating the
3 berm?

4 MS. BOUTSIS: And eliminating the berm.

5 COUNCILWOMAN LINDSAY: That is a no for
6 me.

7 MAYOR STANCZYK: That is a no for me.

8 MR. WILLIAMS: Two nos.

9 VICE MAYOR DUBOIS: Is that a show stopper
10 for all the rest?

11 COUNCILWOMAN LINDSAY: It's a deal
12 breaker.

13 You have to remember that there's no road
14 that separates these homes from this parcel of
15 land. So a 50-foot buffer, ordinarily, or take a
16 look over here at Palmetto Bay Park, if you want
17 to look at another example, and you calculate the
18 distance from those homes to a ball field, it's
19 significant. The 50 feet is nothing. When you
20 have got a soccer game going right next door to
21 you, or a baseball.

22 VICE MAYOR DUBOIS: Seventy-five is not
23 either.

24 COUNCILWOMAN LINDSAY: It helps.

25 MR. WILLIAMS: What about 65?

1 COUNCILWOMAN LINDSAY: It believe that 65
2 could make it through.

3 MS. BOUTSIS: With no walking path.

4 COUNCILWOMAN LINDSAY: With the walking
5 path on the outside, within the ten feet that they
6 were going to get.

7 MR. WILLIAMS: So we have got three
8 options. Leave it like this at 75, go down to 50,
9 and councilwoman was commenting on that, or 65.
10 What is our position?

11 COUNCILMAN SCHAFFER: This is going to be
12 a question of, I think, dollars coming into play
13 here, because that is land that they effectively
14 feel that they can't use. So is that going to be
15 something where they are going to say, okay, fine,
16 we will do it but we want another \$350,000 or
17 something in that nature?

18 Again, I am -- we are trying to get
19 ourselves someplace reasonable and not spread out.
20 Again, thinking from the standpoint of the big
21 picture of the Village, we want to -- how do we
22 get a balance here?

23 MAYOR STANCZYK: I understand what you are
24 saying. Except that the berm is one thing that is
25 the longest term, negative effect or lack of the

1 ballpark. It's the longest term, negative effect
2 on a resident that lives adjacent. There is one
3 resident that lives very close to Palmer right now
4 on a cul-de-sac, and they, the school, has invaded
5 the buffer, and literally has trucks under her
6 bedroom window in the morning. That's a
7 long-lasting, negative effect.

8 COUNCILMAN SCHAFFER: I am talking about
9 the berm.

10 MAYOR STANCZYK: No. I am talking about
11 the buffer. By shortening that down -- you can
12 get rid of the berm. I am sure that is not as big
13 a deal for them. But the buffer --

14 COUNCILMAN SCHAFFER: It is to them. It's
15 a \$350,000 cost savings for the berm.

16 MAYOR STANCZYK: That is money in our
17 pocket.

18 COUNCILMAN SCHAFFER: That is what I am
19 saying.

20 MAYOR STANCZYK: To work with them. But I
21 think the buffer, we have to be really careful
22 about.

23 COUNCILWOMAN LINDSAY: May I make a
24 comment about the berm? When it was originally
25 introduced as a concept, because of the height

1 limitation on the walls in our code is six feet,
2 the idea was to create a berm and then put the
3 wall, the six-foot wall, on top.

4 VICE MAYOR DUBOIS: That didn't happen.

5 COUNCILWOMAN LINDSAY: Since that didn't
6 happen, to have this berm gives us the ability to,
7 you know, have a cost savings, but it's not going
8 to affect the quality of life for the adjacent
9 residents.

10 COUNCILMAN SCHAFFER: With or without it,
11 you are saying?

12 COUNCILWOMAN LINDSAY: I don't think you
13 are going to have the adjacent residents
14 complaining that the berm isn't there. Because
15 the concept, as I said, was to make the berm and
16 put the wall so the wall would be a little bit
17 higher.

18 COUNCILMAN SCHAFFER: That is what I was
19 bringing up. Because they do note in here that
20 the berm is a definite cost. Maybe we can
21 segregate berm and buffer. If the buffer is going
22 to be more of a benefit for the residents in the
23 area, then keep the buffer in and dump the berm.

24 COUNCILWOMAN LINDSAY: I think that
25 knowing that there's a problem with this turning

1 radius, I think that originally we were talking
2 about 65 feet.

3 MS. BOUTSIS: Yes.

4 COUNCILWOMAN LINDSAY: So I think that
5 that would be a good starting point, and I would
6 not suggest we go all the way down to 50.

7 COUNCILMAN SCHAFFER: You are suggesting a
8 65-foot buffer and dump the berm.

9 COUNCILWOMAN LINDSAY: And the jogging
10 path on the outside. The jogging path should not
11 be within this buffer. They can put the jogging
12 path on the outside.

13 MS. BOUTSIS: Do we have a consensus?

14 MAYOR STANCZYK: Yes.

15 VICE MAYOR DUBOIS: Sixty-five, no berm,
16 and move the jogging path.

17 MS. BOUTSIS: Patrick?

18 COUNCILMAN SCHAFFER: Yes.

19 MAYOR STANCZYK: How do you describe the
20 outside so that it's not adjacent?

21 MS. BOUTSIS: I will get the language
22 specific, and it will coming back to you. I don't
23 want to belabor it.

24 Are you okay with that, Mayor?

25 MAYOR STANCZYK: Yes.

1 MS. BOUTSIS: Councilwoman Joan?

2 COUNCILWOMAN LINDSAY: Yes.

3 MS. BOUTSIS: You said yes?

4 VICE MAYOR DUBOIS: Yes.

5 MS. BOUTSIS: 7.4. That was the -- that
6 is part of that. Next one. 7.5.

7 COUNCILWOMAN LINDSAY: That maintenance
8 path needs to be out of the buffer as well.

9 COUNCILMAN SCHAFFER: What is the
10 maintenance path? Is this where the trucks can
11 drive around?

12 MS. BOUTSIS: It's like a golf cart
13 concept, to take care of the trees and the shrubs
14 and whatever else.

15 COUNCILMAN SCHAFFER: Let them use the
16 jogging path and just run people down.

17 MS. BOUTSIS: Whenever practical, the
18 maintenance path shall meander through the walking
19 path at the same time. And where practicable.
20 And it basically is an eight feet, two foot
21 non-paved area surrounded by a six-foot pedestrian
22 path.

23 MR. WILLIAMS: 7.5.

24 COUNCILMAN SCHAFFER: What is the purpose
25 of having this utility path put into the -- they

1 are going to have a buffer, a place to drive
2 there. They can drive on the grass.

3 MAYOR STANCZYK: Not in the buffer.

4 COUNCILMAN SCHAFFER: They do want to
5 maintain the buffer. They are going to have to
6 maintain the buffer, aren't they?

7 MAYOR STANCZYK: Yes. But the purpose of
8 buffer is to be zero use. If you have got it so
9 that you built a buffer that allows traffic, then
10 you haven't built a buffer.

11 COUNCILMAN SCHAFFER: What I am getting at
12 is the buffer is going to be grass or something,
13 right? What is the buffer going to have?

14 MAYOR STANCZYK: Trees.

15 MS. BOUTSIS: Trees and shrubs.

16 COUNCILMAN SCHAFFER: You have to have
17 access to that to be able to mow and -- in theory,
18 they have to be able to mow and clean palm fronds,
19 maintain that. So they are going to be coming
20 into that area.

21 MAYOR STANCZYK: They can come in from the
22 walking path.

23 COUNCILWOMAN LINDSAY: They can have the
24 cart on the walking path.

25 MAYOR STANCZYK: They can share.

1 VICE MAYOR DUBOIS: One thing that is not
2 clear to me. It says path modified to the last
3 ten feet and not 25. Does that mean when it was
4 originally 75 feet, the last 25 feet, meaning the
5 25 feet closest to the wall or the 25 feet closest
6 to the inside?

7 MS. BOUTSIS: This was closest to the
8 inside.

9 VICE MAYOR DUBOIS: So the ten feet would
10 also be closest to the inside, not to the wall?

11 MS. BOUTSIS: Yes.

12 VICE MAYOR DUBOIS: Okay.

13 MS. BOUTSIS: Can we go on with this?

14 MR. WILLIAMS: Just one point. I was
15 thinking that no-person zone that we have got,
16 where weeds grow between their fence and
17 residents.

18 MS. BOUTSIS: That is gone.

19 COUNCILWOMAN LINDSAY: No, it's not gone.

20 MR. WILLIAMS: Going back to Councilman
21 Schaffer's point, they have got to be able to get
22 to that wall to maintain it.

23 COUNCILWOMAN LINDSAY: It hasn't been an
24 issue. And the thing is, there's room. This
25 isn't going to be a forest that is so dense.

1 MR. WILLIAMS: I want to move on. I don't
2 want to tie it up. All right. Got you.

3 MS. BOUTSIS: Does anybody -- do you want
4 to eliminate it, period? Any discussion about the
5 maintenance path, period?

6 COUNCILMAN SCHAFFER: No.

7 COUNCILWOMAN LINDSAY: Did we say that the
8 maintenance path was outside of the buffer?

9 COUNCILMAN SCHAFFER: There is no
10 maintenance path.

11 COUNCILWOMAN LINDSAY: There is no
12 maintenance path? Is that what we said?

13 MR. WILLIAMS: Yes.

14 COUNCILWOMAN LINDSAY: I do believe that
15 that would be problematic for them. I think we
16 should talk about allowing the maintenance to be
17 conducted on the jogging path, right on the
18 exterior of the buffer. They can have that as the
19 maintenance path as well.

20 MAYOR STANCZYK: If nothing else, you can
21 direct it where it occurs.

22 COUNCILWOMAN LINDSAY: I have woods in the
23 front of my house, and I can't park my truck
24 inside my woods.

25 MR. WILLIAMS: Take out the maintenance

1 path.

2 VICE MAYOR DUBOIS: Let them handle it.

3 MAYOR STANCZYK: What if you put in the
4 maintenance path shall be shared with the walking
5 path?

6 VICE MAYOR DUBOIS: They do not like that.

7 COUNCILMAN SCHAFFER: You tell them to go
8 on a path that people are on.

9 MAYOR STANCZYK: All right.

10 MS. BOUTSIS: Consensus, take it out,
11 right?

12 MAYOR STANCZYK: Yes.

13 MS. BOUTSIS: Next one. Section 8.4.

14 COUNCILMAN SCHAFFER: Relating to decal
15 program.

16 MS. BOUTSIS: There was a suggestion made
17 within the code that they have a decal program for
18 their cars. Because of the way traffic was split
19 up, grade school came off 176 Street and everybody
20 else would come off 184 Street. So to track that,
21 so they can track their numbers, a decal program
22 was suggested. They didn't want the suggestion in
23 there.

24 COUNCILMAN SCHAFFER: My question is,
25 don't they say in here that all student traffic

1 must use the exit 184th after it's open?

2 MS. BOUTSIS: All high school.

3 COUNCILMAN SCHAFFER: It doesn't say that.

4 All student traffic must use entrance exit at
5 184th after it is open. Student drivers may
6 not --

7 MS. BOUTSIS: Student drivers.

8 COUNCILMAN SCHAFFER: Right. Not parents?

9 MS. BOUTSIS: They are not addressing
10 parents. The problem comes in, 176 Street is a
11 local street. The numbers don't work for more
12 than whatever.

13 COUNCILMAN SCHAFFER: I got you. 176
14 would still be used heavily. Okay.

15 COUNCILWOMAN LINDSAY: Part of the
16 original plan, Mr. Schaffer, was to reduce the
17 volume of traffic on 176. That was part of the
18 whole traffic resolution.

19 MR. WILLIAMS: If you take student drivers
20 off, you will reduce it to some measure, and
21 probably slow the speed down, as well.

22 COUNCILMAN SCHAFFER: Let's focus on the
23 decal program.

24 MS. BOUTSIS: The decal would be a way for
25 us to measure.

1 VICE MAYOR DUBOIS: So leave this?

2 COUNCILMAN SCHAFFER: How do you deal with
3 enforcing the decals?

4 MS. BOUTSIS: The purpose of the decal is
5 to see if you are a Palmer parent versus a Palmer
6 student. If you are a Palmer student, you knew
7 you had to be in the high school, and you could
8 track who is coming in to what entrance.

9 COUNCILMAN SCHAFFER: Who is going to
10 enforce that?

11 MS. BOUTSIS: Well, if there was a
12 problem, the police could go out and enforce it.
13 They could see blue versus green, and blue means
14 parent, green means student.

15 COUNCILMAN SCHAFFER: That means we have
16 to have an ordinance.

17 MS. BOUTSIS: No. That's their
18 resolution.

19 COUNCILMAN SCHAFFER: Can the police do
20 anything?

21 COUNCILWOMAN LINDSAY: The idea here --

22 COUNCILMAN SCHAFFER: Cops can't do
23 anything.

24 MR. WILLIAMS: It ends up being enforced
25 by Palmer Trinity.

1 MS. BOUTSIS: I am saying we can monitor
2 and let Palmer Trinity know when we see
3 violations, and they have agreed to this
4 condition. The point is the decal was a
5 suggestion, not necessarily a requirement. They
6 wanted the language out there. It's the easy
7 part. You can just say, okay, if they want the
8 language out, fine.

9 COUNCILWOMAN LINDSAY: You can take out
10 the decal language, if that is what you want to
11 do. But do not take out -- I would strongly urge
12 you not to take out the first sentence, relating
13 to the 1300 --

14 MS. BOUTSIS: We are not there yet, Joan.

15 COUNCILWOMAN LINDSAY: You are right. And
16 but that decal relates to that. It is all tied
17 together.

18 MR. WILLIAMS: Which one?

19 COUNCILWOMAN LINDSAY: What happened there
20 with the traffic -- and we have an engineer -- was
21 that they made an attempt to reduce the traffic on
22 176 Street. And there was only one way to do
23 that, and that was to say these people can go in
24 on 176 and these people will have to go in on 184.
25 And the Village suggested the decals, so they

1 would know if a student or faculty or parent
2 dropping off was to be at one entrance or the
3 other. That was the whole idea.

4 If you do not allow -- see, what is going
5 to come up here in another one is that they wanted
6 to eliminate some of the traffic studies that were
7 done. If you don't have -- if you were to do a
8 periodic traffic study, as was originally
9 proposed, twice a year, then the Village would be
10 able to determine whether or not they were in
11 violation of the daily trip volume or the 960
12 combined --

13 COUNCILMAN SCHAFFER: It was a traffic
14 study. Not enforcement.

15 MR. WILLIAMS: But that traffic study
16 would be based on traffic, not decals.

17 COUNCILMAN SCHAFFER: I see what she is
18 saying.

19 COUNCILWOMAN LINDSAY: What they want to
20 do here in another one of these conditions that we
21 discussed at mediation was to further reduce the
22 number of times each year that the traffic study
23 was going to be done.

24 So in effect, if you reduce that number of
25 times you are going to do a study, and you say,

1 oh, go in any way you want, then you can have a
2 year or more where the traffic thresholds were not
3 met. And then you have got a real problem here.
4 They had agreed to reduce the number of cars and
5 the traffic coming out on 176 Street. There has
6 to be a way to do that.

7 MR. WILLIAMS: That is what we have got to
8 hold them to.

9 COUNCILWOMAN LINDSAY: Exactly.

10 COUNCILMAN SCHAFFER: And a decal
11 program --

12 MR. WILLIAMS: The decal doesn't do that.

13 COUNCILMAN SCHAFFER: It helps --

14 MR. WILLIAMS: What does it is a traffic
15 study, and not reducing the number of the
16 frequency of the drivers. That is what does it.

17 COUNCILWOMAN LINDSAY: There you go. And
18 you can do that.

19 MS. BOUTSIS: Okay. Decal out. Are we
20 okay with that, everybody?

21 MR. WILLIAMS: Yes. But not the frequency
22 of the studies.

23 MS. BOUTSIS: Hold on. I'm going to get
24 there.

25 We have a consensus out on decal?

1 COUNCILMAN FIORE: Yes.

2 MS. BOUTSIS: Mayor?

3 MAYOR STANCZYK: Yes.

4 MS. BOUTSIS: Tim?

5 COUNCILMAN SCHAFFER: Yes.

6 MS. BOUTSIS: John?

7 VICE MAYOR DUBOIS: I would like to make a
8 comment about the traffic. Given that this is
9 going to be a dual egress school --

10 MR. WILLIAMS: We are talking decal here.
11 Are you okay with decal?

12 VICE MAYOR DUBOIS: Let me make my point,
13 though. It's kind of a bigger point, I think,
14 that relates to all of these.

15 There is going to be queuing built up as
16 the traffic builds up on either street. And
17 there's going to be a natural -- when people have
18 two choices on which way to go, there's going to
19 be a natural adjustment. If you see a long on
20 this side, you are going out the other way. And
21 that is going to happen naturally.

22 To try to traffic manage it through a
23 decal program, I don't think is going to work, and
24 I don't think it's necessarily the right approach.

25 MR. WILLIAMS: That is why we are saying

1 take the decal program out, but keep --

2 VICE MAYOR DUBOIS: Keep in mind that
3 there's probably much better ways to do this.

4 MS. BOUTSIS: That is coming out.

5 Next one is to coordinate traffic counts
6 under concepts to be negotiated, based upon
7 increased enrollment. Right now it's twice a
8 year. They said, basically, instead of twice a
9 year, every 50-student-person increase they would
10 do a traffic study. Which is right now I think
11 they have a 15 or 25 increase per year. So maybe
12 three a year before they get to 50.

13 COUNCILMAN SCHAFFER: What they are saying
14 is they want 8.5 struck out completely.

15 MS. BOUTSIS: You are absolutely correct.

16 COUNCILMAN SCHAFFER: No traffic study.

17 MS. BOUTSIS: You are absolutely correct.

18 COUNCILMAN SCHAFFER: No traffic study
19 whatsoever, period. That is what we are working
20 on right now.

21 MS. BOUTSIS: You are absolutely right.

22 COUNCILMAN SCHAFFER: So we go from there.

23 MS. BOUTSIS: The resolution says two a
24 year. They are asking for none.

25 COUNCILMAN SCHAFFER: False.

1 MR. WILLIAMS: Two.

2 COUNCILWOMAN LINDSAY: Two a year. What
3 you have to consider is it doesn't matter whether
4 they have an increase in enrollment as to whether
5 there's a traffic problem or not, because if all
6 of the traffic -- even though, Vice Mayor, I
7 understand your point. Traffic is like water and
8 it will find a path of least resistance. They are
9 obligated to reduce the traffic conditions on 176.
10 This would never have passed at all had that not
11 been part of this.

12 VICE MAYOR DUBOIS: I hear you. This is a
13 totally important issue.

14 COUNCILWOMAN LINDSAY: This is a big, big
15 issue.

16 VICE MAYOR DUBOIS: I have a suggestion.
17 Why don't we say that it is up to two per year at
18 the discretion of the Village staff.

19 MS. BOUTSIS: I think that is exactly what
20 it says already.

21 VICE MAYOR DUBOIS: My point is, if nobody
22 is complaining and it's just working out on its
23 own, why should they go through the burden?

24 COUNCILWOMAN LINDSAY: It says that. At
25 the discretion.

1 MS. BOUTSIS: I am going to find the
2 language just to make sure.

3 COUNCILWOMAN LINDSAY: Page 13, last
4 sentence, very last phrase.

5 MS. BOUTSIS: Random basis, once each
6 semester, in perpetuity at the discretion of the
7 Village.

8 Leave it as it is? Are we okay with
9 leaving it as is? Going once. Okay. Everybody
10 is in agreement.

11 Next one. 8.5, the first sentence
12 relating to the 1,370 trip daily volume or
13 960 combined trip volume peak thresholds to
14 remain. This was a huge thing at the hearing.
15 They are asking to have that removed, with all the
16 traffic conditions, if you remember.

17 The second sentence is relating to
18 mitigative measures and not to list any specific
19 measures, and to remove the decal system.
20 Basically, it's a reiteration of the decal system.
21 They are asking to be compromised for this task,
22 not to list any mitigative measures. Let them
23 figure out what those are with the staff. But to
24 keep that number.

25 VICE MAYOR DUBOIS: What number?

1 MS. BOUTSIS: 1370 daily trips and
2 960 combined trip volume peak threshold. That was
3 actually written into the resolution, and the
4 compromise we reached was get adjusted the
5 language of what types of mitigative measures,
6 including the decals, but that volume control
7 remains.

8 COUNCILMAN SCHAFFER: They can't exceed
9 1,370 daily trips?

10 MS. BOUTSIS: The street.

11 COUNCILMAN SCHAFFER: That strip?

12 MS. BOUTSIS: Yes.

13 Now, they are asking to have that removed
14 completely.

15 VICE MAYOR DUBOIS: I don't understand.

16 COUNCILWOMAN LINDSAY: Could I say
17 something here? That is 8.6, right?

18 MS. BOUTSIS: Yes.

19 COUNCILWOMAN LINDSAY: We did renumber
20 that.

21 COUNCILMAN SCHAFFER: Yes.

22 COUNCILWOMAN LINDSAY: Number 11 is 8.6.

23 VICE MAYOR DUBOIS: I am not sure it's
24 relevant, but I am a little confused between the
25 1370 trip daily volume or 960 combined.

1 MS. BOUTSIS: It's a mathematical formal
2 that the traffic people came up with. It was
3 written into the resolution.

4 VICE MAYOR DUBOIS: Okay.

5 MS. BOUTSIS: It's a technical term. I
6 don't know if you want to go into -- Joan would
7 know better than me.

8 COUNCILWOMAN LINDSAY: Yes. The 1370 is
9 the trip daily volume. That refers to the volume
10 during the day. And the other one --

11 VICE MAYOR DUBOIS: Single lane, in and
12 out? Or dropping off and picking up?

13 COUNCILWOMAN LINDSAY: The combined trip
14 volume threshold is in and out. During peak
15 hours. And they have tables which tell them the
16 peak thresholds.

17 VICE MAYOR DUBOIS: I got it.

18 MS. BOUTSIS: Do you want to remove those
19 thresholds that were determined by Public Works?

20 COUNCILWOMAN LINDSAY: No.

21 MR. WILLIAMS: No.

22 COUNCILWOMAN LINDSAY: The 1370 and the
23 960 thresholds, in my opinion, need to remain. As
24 far as how they --

25 MS. BOUTSIS: I'm sorry, Joan. Let's

1 start first. I hear you saying okay. Can we go
2 around the room? John, are you okay with those
3 numbers?

4 VICE MAYOR DUBOIS: I am okay with leaving
5 the numbers if we take the rest of it out.

6 COUNCILWOMAN LINDSAY: That is what I was
7 trying to finish.

8 MS. BOUTSIS: Okay. I was going to do it
9 in two parts.

10 COUNCILWOMAN LINDSAY: Just leave the
11 first line there.

12 MS. BOUTSIS: Anybody else okay with that
13 recommendation? Strike everything else and keep
14 those numbers?

15 MR. WILLIAMS: Anybody else?

16 VICE MAYOR DUBOIS: As it remains.

17 COUNCILWOMAN LINDSAY: We are just taking
18 this out.

19 MR. WILLIAMS: Anybody else?

20 COUNCILMAN FIORE: What did he say?

21 VICE MAYOR DUBOIS: This is now going to
22 end at the word "remain."

23 COUNCILWOMAN LINDSAY: Excuse me, Vice
24 Mayor, but actually, I think we should go to the
25 actual condition 8.6 on page 14, and just take the

1 first sentence.

2 MS. BOUTSIS: That is basically it, yes.
3 It would be just taking the first sentence that
4 gives that whole definition, and everything else
5 is stricken. Page 14, top of the page.
6 Compliance.

7 MAYOR STANCZYK: Is there a way to do the
8 enforcement if you take this out?

9 MR. WILLIAMS: Yes. That is the counts.

10 MS. BOUTSIS: The counts are the
11 enforcement.

12 COUNCILWOMAN LINDSAY: At the discretion
13 of the Village.

14 MS. BOUTSIS: Are we on the same page,
15 everyone? Is there a yes?

16 Everybody. Yes. Okay. Next page.

17 (A break was taken.)

18 MS. BOUTSIS: We are on the second page.

19 COUNCILMAN SCHAFFER: Twelve, 8.7.

20 MS. BOUTSIS: The PT desires to remove the
21 preclusion of emergency life safety type vehicles
22 from entering onto 176 Street entrance. They
23 want -- I didn't see this specific provision, but
24 they want clarification made so that they can do
25 that. And --

1 VICE MAYOR DUBOIS: My first reaction is
2 scratch this one.

3 COUNCILWOMAN LINDSAY: May I say that 8.7
4 reads, "The applicant shall keep the entrance to
5 Southwest 176 Street closed to vehicular traffic
6 on weekends, holidays and all days that school is
7 not in regular session."

8 The idea there was to have them use 184
9 Street entrance on the weekends, holidays and when
10 school is not in session, thereby relieving the
11 neighborhood. I don't think anybody had a problem
12 with emergency life safety type vehicles using
13 that entrance on any given day.

14 VICE MAYOR DUBOIS: Why did you put that
15 in?

16 MS. BOUTSIS: That is what they
17 interpreted that 8.7 to mean.

18 COUNCILMAN SCHAFFER: They want 8.7 out
19 altogether?

20 MS. BOUTSIS: Yes.

21 COUNCILMAN SCHAFFER: That is where we are
22 starting?

23 MS. BOUTSIS: Yes.

24 COUNCILWOMAN LINDSAY: My suggestion would
25 be to leave 8.7 as is, and modify it to say that

1 this restriction precludes life safety type
2 vehicles at the 176 Street entrance.

3 COUNCILMAN SCHAFFER: I don't think we
4 can -- by law, we can't --

5 COUNCILWOMAN LINDSAY: I meant not
6 restrict.

7 COUNCILMAN SCHAFFER: By law, we cannot
8 restrict -- nobody can restrict an emergency
9 vehicle.

10 MS. BOUTSIS: Correct.

11 COUNCILMAN SCHAFFER: You can't -- we
12 can't put that. Why that would be in there --

13 COUNCILWOMAN LINDSAY: I believe they
14 wanted that language.

15 COUNCILMAN SCHAFFER: You can't tell
16 emergency vehicles where they can go and not go.

17 COUNCILWOMAN LINDSAY: Because that is the
18 case, it may make them happy to have us put that
19 in writing.

20 MR. HOCHMAN: The issue is more practical
21 that if the entrance were closed, presumably
22 because with a chain or some other device, and
23 then an emergency vehicle was needed to get in, it
24 would be closed and that wouldn't be good because
25 their internal pathway -- my understanding, their

1 internal pathway wouldn't be able to go vertically
2 from either entrance.

3 And because Miami-Dade County was
4 concerned about their internal pathways for their
5 vehicles, one of the solutions was to make sure
6 that 176 Street was always open, so there will
7 always be access and not closed.

8 VICE MAYOR DUBOIS: What is the downside
9 of getting rid of this? What are we worried about
10 with weekends -- with that being on the weekends?

11 COUNCILWOMAN LINDSAY: There could be a
12 tournament or --

13 COUNCILMAN SCHAFFER: Sporting events.

14 COUNCILWOMAN LINDSAY: Sporting events.
15 And the main entrance to the school is on 184
16 Street. So it would seem logical to have the
17 traffic come in on 184 Street, and preserve the
18 tranquility in the neighborhood.

19 VICE MAYOR DUBOIS: Put that in there.

20 COUNCILWOMAN LINDSAY: That is what this
21 does.

22 VICE MAYOR DUBOIS: Leave it open, but
23 event traffic must come through 184.

24 COUNCILMAN SCHAFFER: 8.7 says, "The
25 applicant shall keep the entrance to 176 Street

1 closed to vehicular traffic on weekends, holidays
2 and all days when the school is not in regular
3 sessions." It says it all.

4 MAYOR STANCZYK: Except for emergency
5 vehicles.

6 COUNCILMAN SCHAFFER: No. They can get
7 in, anyway.

8 MAYOR STANCZYK: That is their point.

9 MS. BOUTSIS: If we added that language
10 in, except for emergency vehicles, it just gives
11 them the comfort that they were asking for.

12 COUNCILMAN SCHAFFER: Okay.

13 MS. BOUTSIS: What do we want to do?

14 COUNCILMAN FIORE: You're adding the
15 last -- after that period, it's a comma, and you
16 are writing the words "except for emergency
17 vehicles."

18 MR. WILLIAMS: Correct.

19 VICE MAYOR DUBOIS: Then it wouldn't be
20 closed. They wouldn't have a closed gate.

21 MS. BOUTSIS: Not necessarily. They could
22 have a gate but have a code number, just like you
23 have in homeowners' associations.

24 VICE MAYOR DUBOIS: Again, I don't know.
25 I don't see there being a huge benefit.

1 MAYOR STANCZYK: It's very small. That is
2 what they want. It's small.

3 COUNCILWOMAN LINDSAY: What are we talking
4 about?

5 MAYOR STANCZYK: Aren't we talking about
6 the emergency vehicles?

7 COUNCILMAN FIORE: Just so it's clear,
8 they want the whole provision removed. They want
9 it open both on 176 and 184.

10 COUNCILMAN SCHAFFER: That is what they
11 are asking for.

12 MR. HOCHMAN: We are telling them that 186
13 needs to be closed on holidays, when school is not
14 in session and on weekends. The compromise at
15 mediation was, I will tell you what, it doesn't
16 have to be closed to emergency vehicles. You can
17 make sure it's open for those.

18 Now the question is, do you want the
19 provisions removed, meaning there's no closing of
20 this 176 Street entrance? Does it matter? And if
21 it does, what language of restriction do you want
22 us to prepare?

23 So far I have we are keeping the
24 restriction as written, except we are adding to
25 the restriction an exception, and the exception

1 will be it will be closed except for emergency
2 vehicles.

3 COUNCILMAN SCHAFFER: Right. Discussion?

4 VICE MAYOR DUBOIS: My suggestion was
5 allow it to be left open during these times, with
6 the regulation that event traffic on weekends,
7 holidays and non-school must go through 184th
8 Street. In other words, it can be used by
9 administrative staff to park there, and
10 emergencies and light traffic for people that are
11 there all summer long. School is not a ghost town
12 during the summer. People do use it.

13 MS. BOUTSIS: Anyone else?

14 VICE MAYOR DUBOIS: What is wrong with
15 leaving it open? Weekends, holidays and
16 non-regular? It makes sense.

17 MS. BOUTSIS: If you have two entrances,
18 it's a courtesy to the people who live on 176
19 Street to use the main entrance on a Section Line
20 Road, which is what 184th is, rather than 176.
21 It's a courtesy.

22 MAYOR STANCZYK: And they said adding --
23 they accepted the addition of the emergency
24 vehicles as their solution.

25 VICE MAYOR DUBOIS: They want it to be

1 removed.

2 COUNCILMAN SCHAFFER: Emergency vehicles
3 are going to get in, period. Whether we put in
4 the language or not, that is not the issue.

5 MS. BOUTSIS: Do you want to strike the
6 language, do you want to accept it as is or as
7 modified by the vice mayor?

8 COUNCILMAN SCHAFFER: Discussion? Joan?

9 COUNCILWOMAN LINDSAY: I do believe that
10 we should leave the condition in. I think there
11 were a number of things put in here to try to
12 improve the liveability on 176 Street. And I am
13 very, very familiar with that street and the
14 problems these people have during the week, and I
15 think it would be helpful to those people to have
16 this traffic moved to 184.

17 And there may not be much and it isn't a
18 long distance. So I don't see that this is a
19 great inconvenience for anyone. I would leave it
20 at this, and I would add the phrase "except for
21 emergency vehicles," just to make sure that they
22 understand that we understand that it's fine.

23 MS. BOUTSIS: This one is 184 and this one
24 is 176.

25 MR. WILLIAMS: Mayor?

1 MAYOR STANCZYK: I suggested it. I am
2 fine with it.

3 COUNCILMAN FIORE: Weekend, holiday
4 non-regular sessions, they want to remove all
5 restrictions on the use of 176 Street as to
6 weekends, no school, holiday, no school,
7 non-regular session use. There's not going to be
8 any traffic then.

9 COUNCILWOMAN LINDSAY: If there was an
10 event, Councilman Fiore, there would be a lot of
11 traffic. So the traffic can go to 184.

12 VICE MAYOR DUBOIS: That is what I am
13 saying. Let's put that language in for events.
14 It almost seems it's not fair to penalize the 30
15 or 40 maintenance and administrative-type people
16 that are going in and out, if that is where their
17 parking area is and that is where their work area
18 is.

19 COUNCILWOMAN LINDSAY: It just relieves
20 the traffic in the neighborhood from us. That is
21 where I am. You, of course, are welcome to --

22 VICE MAYOR DUBOIS: I live right there,
23 also. I am driving right there, too.

24 MR. WILLIAMS: You got to call for one.

25 COUNCILMAN SCHAFFER: We have two on the

1 table.

2 MS. BOUTSIS: Who is the third?

3 COUNCILMAN SCHAFFER: Only two.

4 Stipulation that says we leave -- it is -- 176 is
5 closed.

6 MS. BOUTSIS: I know we have two
7 stipulations.

8 COUNCILMAN SCHAFFER: It's open --

9 MS. BOUTSIS: Who?

10 MR. WILLIAMS: Patrick and John want it
11 open, with the events.

12 MAYOR STANCZYK: Let me suggest one thing.
13 If one of the biggest gripes is traffic, and you
14 just told them at least two days a week you are
15 going to be free of traffic, doesn't that make it
16 more palatable to the people who would complain?

17 In other words, you have taken a section
18 of people who are now going to say, okay, I can
19 live with this part of the agreement. Otherwise,
20 you have told them, well, it's all mishy-mashy
21 about 176 Street, and you are still going to have
22 traffic, every day.

23 VICE MAYOR DUBOIS: I think what I am
24 suggesting, given that they will now have a second
25 entrance to this school, is that the traffic will

1 be significantly reduced on weekends and summers
2 over what it is today. And let's make sure we
3 don't mess that up by them using it for event
4 traffic. And because there are two entrances, not
5 everybody will come in 176 in the summertime to do
6 their maintenance work or whatever.

7 I think it's an improvement to the
8 traffic. As long as the big concern is the big
9 mobs. We don't want them coming in at 176. I
10 agree totally with that. I think we can address
11 that by putting the verbiage in there that any
12 event traffic must come through 184th during the
13 weekends, holidays and summertime.

14 COUNCILMAN FIORE: I agree. When they
15 have an event.

16 COUNCILWOMAN LINDSAY: Any time, right?

17 MR. WILLIAMS: Two and two.

18 MS. BOUTSIS: We don't have a consensus.

19 MR. HOCHMAN: I guess my question would
20 be, in terms of event traffic, what method is
21 Palmer Trinity to enforce, oh, you are event
22 traffic, you go to the other side?

23 VICE MAYOR DUBOIS: It's obvious. All
24 they have is maintenance and administrative there
25 for the summer. On weekends and holidays, if

1 there is a scheduled event there -- which they do
2 have events there on weekends; I have been to
3 them -- they have to have that through 184 Street.

4 MR. HOCHMAN: I understand. But I am
5 saying, a car shows up on 176th for the event, you
6 are requiring someone there to direct them away?

7 COUNCILMAN FIORE: You put up a sign,
8 soccer tournament entrance, 184th Street.

9 MR. HOCHMAN: That is all they want to do.

10 VICE MAYOR DUBOIS: You have somebody out
11 there, absolutely, during events.

12 COUNCILMAN FIORE: Again, we can't stop
13 people from turning on 176 Street.

14 VICE MAYOR DUBOIS: And most importantly,
15 they will send notice out when they announce the
16 event that they must enter on 184th.

17 COUNCILMAN SCHAFFER: Question.
18 Enforceability. How do you enforce people without
19 having a closed gate at 176? And again, how do
20 you enforce Palmer Trinity to follow either one of
21 these rules, whether 176 is closed, period, or it
22 is only closed to events? How is it enforced?

23 MS. BOUTSIS: Period, it's much easier to
24 enforce, because code compliance goes on weekend
25 inspections. If they drive by and they see it

1 open, you can say there's a violation. Put them
2 on notice. That is easy. But if you have
3 occasional use of it, then what? The code
4 enforcement is going to go sit outside, see if
5 people are coming in and out?

6 COUNCILMAN SCHAFFER: If there's an event
7 and there's a back gate, police and fire are going
8 to insist that that back gate is open, guaranteed.

9 COUNCILMAN FIORE: I agree, Mr. Schaffer,
10 because any time you have a sporting event
11 tournament, you have to have an ambulance on site.
12 I know from my kids playing sports. At any
13 tournament, you have to have a fire rescue or
14 something. Not just one high school game. So
15 that is why it should be left open. They put a
16 security -- they don't need a security guard.
17 Just put somebody there. An employee of the
18 school.

19 COUNCILMAN SCHAFFER: What if they do not
20 put somebody there?

21 COUNCILMAN FIORE: We can't have staff
22 running down there every time there's an event.

23 VICE MAYOR DUBOIS: That will be --

24 COUNCILMAN SCHAFFER: It's almost in a
25 position that I don't know if we can enforce --

1 no, I'm not saying we need to have traffic running
2 up and down 176. If we are going to put stuff in
3 there, it's got to be meaningful and it's got to
4 be enforceable.

5 VICE MAYOR DUBOIS: If we put that in the
6 agreement, and a lot of people try to use 176
7 during an event, anybody can pick up the phone and
8 call it in. There's traffic here. Everybody in
9 the neighborhood will know about it. I will know
10 about it. Joan will know. Everybody who lives
11 there. Hey, there's an event here. They are
12 using the exit. And the police or code
13 enforcement will go and cite them. It's as simple
14 as that.

15 MAYOR STANCZYK: It's been difficult with
16 the deliveries at 5:30 in the morning.

17 COUNCILWOMAN LINDSAY: That is another
18 issue.

19 MAYOR STANCZYK: So it doesn't work. It's
20 not effective. A car drives in, it's in. You
21 call. The guy goes. What do you see? Nothing.

22 VICE MAYOR DUBOIS: The neighbors aren't
23 worried about the one car. Thirty or 40 cars is
24 when it gets backed.

25 COUNCILMAN SCHAFFER: I understand. We

1 don't want to see the traffic up and down there.
2 But I don't know if they got two entrances, I
3 don't know how -- this may be more of a good faith
4 on their part than it is something that is
5 enforceable.

6 I can tell you, the police can't go out
7 there and do anything of it. It is a through
8 street. You can't tell people -- unless there is
9 an ordinance that says, with a sign, local traffic
10 only, no left turn. But that requires an
11 ordinance to make it complete.

12 COUNCILMAN FIORE: The other thing is they
13 can put sign on Old Cutler. Event traffic, 184.
14 A temporary sign. I don't see what the big deal
15 is.

16 COUNCILMAN SCHAFFER: Talking about --

17 COUNCILWOMAN LINDSAY: You know,
18 Councilman Fiore, I think that would be a good
19 idea.

20 COUNCILMAN FIORE: I am shocked.

21 COUNCILWOMAN LINDSAY: I know. You
22 haven't said much. You came up with a good one.

23 COUNCILMAN FIORE: I am into it now,
24 because I am not coming out of here until this is
25 finished. And can I say one more thing?

1 COUNCILWOMAN LINDSAY: No.

2 COUNCILMAN FIORE: Maybe I should address
3 it to the mayor. Why wasn't something like this
4 done back in -- long before she and the --

5 VICE MAYOR DUBOIS: Well --

6 COUNCILMAN FIORE: Can I finish, please,
7 Mr. Vice Mayor?

8 Between Mr. Schaffer -- the four of us
9 weren't here. Why wasn't this done then, sitting
10 in a room, point by point, and hammering this out?

11 MAYOR STANCZYK: Because we were never
12 offered anything to hammer out.

13 COUNCILMAN FIORE: Maybe somebody should
14 have done that. Just a point.

15 MR. WILLIAMS: What do we do? Get rid of
16 it? Leave it in? Qualify it?

17 MS. BOUTSIS: Do you want to circle it,
18 move on and come back?

19 VICE MAYOR DUBOIS: No.

20 MR. WILLIAMS: Make a decision. We can do
21 something like --

22 MAYOR STANCZYK: How about I withdraw
23 mine, and then you have going to go with?

24 COUNCILWOMAN LINDSAY: I'm sorry?

25 MAYOR STANCZYK: Withdraw mine.

1 COUNCILMAN SCHAFFER: No, no. We are
2 going to come up it.

3 MAYOR STANCZYK: I'll just withdraw it,
4 and then you can decide on the other stuff. And
5 then I will vote on one of those.

6 MR. WILLIAMS: What do you mean, withdraw
7 mine?

8 MAYOR STANCZYK: Well, we are still
9 talking about 176 Street.

10 MS. BOUTSIS: Existing with emergency
11 vehicles or eliminate that and do it through event
12 traffic? Please, somebody make a vote.

13 VICE MAYOR DUBOIS: Event traffic, I vote.

14 COUNCILMAN FIORE: Also.

15 COUNCILMAN SCHAFFER: I am for that.

16 MS. BOUTSIS: Joan?

17 COUNCILWOMAN LINDSAY: I am not.

18 MS. BOUTSIS: Mayor?

19 MAYOR STANCZYK: No.

20 COUNCILMAN FIORE: You just told me that
21 was a good idea.

22 MS. BOUTSIS: I have been told I have to
23 ask everybody their opinion.

24 Okay. Next one. Southwest 176 Street
25 entrance shall not be used for delivery of goods

1 or services to the school by commercial vehicles.
2 All buses and vans for students shall use 184th
3 Street as ingress and egress.

4 Basically, the concept is it's a smaller
5 street. 184 Street is a major street. Let the
6 major traffic, including commercial vehicles, come
7 from 184 Street. They, of course, want this
8 eliminated.

9 So eliminate, leave as is? Modify?

10 COUNCILWOMAN LINDSAY: Leave as is.

11 VICE MAYOR DUBOIS: Leave as is.

12 COUNCILMAN FIORE: How many commercial
13 vehicles come in there now to make deliveries?

14 MR. WILLIAMS: Once.

15 COUNCILMAN FIORE: There you go. Whatever
16 they say.

17 MR. WILLIAMS: Leave as is?

18 COUNCILWOMAN LINDSAY: Leave as is.

19 COUNCILMAN SCHAFFER: Leave as is.

20 COUNCILMAN FIORE: Leave as is.

21 MS. BOUTSIS: 8.9, Southwest 176 Street
22 entrance to close at 7:00 p.m. every day. They
23 want that removed.

24 VICE MAYOR DUBOIS: What time do they
25 close now?

1 COUNCILWOMAN LINDSAY: The idea here is
2 they still have 184 Street. So at 7:00, the
3 traffic needs to go out to the Section Line Road,
4 rather than cut through the neighborhood.

5 COUNCILMAN SCHAFFER: This goes back
6 probably to -- can't we mimic --

7 MS. BOUTSIS: Indoor events --

8 COUNCILMAN SCHAFFER: My question is, can
9 we not --

10 COUNCILWOMAN LINDSAY: Some of those
11 indoor events could include performances in the
12 theater, big activities in the gymnasium.

13 MS. BOUTSIS: Dances, what have you.

14 COUNCILMAN SCHAFFER: To stay
15 consistent --

16 COUNCILWOMAN LINDSAY: This could be a lot
17 of traffic.

18 COUNCILMAN SCHAFFER: To stay consistent,
19 can we mimic what we did in 8.7, that 176 is
20 closed after school hours -- remains open, except
21 for event traffic, again, and mimic what we said?
22 Is that -- you know, won't close it except for
23 event traffic?

24 COUNCILMAN FIORE: That is a good idea.

25 MS. BOUTSIS: Event traffic would be on

1 184 Street, you are saying?

2 MR. WILLIAMS: We are talking about, like
3 Joan says, some of the indoor events.

4 COUNCILMAN SCHAFFER: 176, we don't close
5 176th -- it's almost exactly the same as 8.7.

6 VICE MAYOR DUBOIS: Leave it open the same
7 hours as 184th, except everybody is to use 184th
8 for events?

9 COUNCILMAN SCHAFFER: For events. This
10 way if somebody -- staff is working until 8:00.
11 Again.

12 MS. BOUTSIS: Consensus?

13 COUNCILMAN FIORE: Yes.

14 MS. BOUTSIS: Joan?

15 COUNCILWOMAN LINDSAY: No.

16 MS. BOUTSIS: Mayor?

17 COUNCILWOMAN LINDSAY: I didn't like it
18 the way it was. I am not going to change.

19 MS. BOUTSIS: Mayor?

20 MAYOR STANCZYK: No.

21 COUNCILWOMAN LINDSAY: 176 Street is
22 suffering, and I think we need to consider that.

23 MAYOR STANCZYK: That's not being
24 addressed well enough.

25 COUNCILWOMAN LINDSAY: To alleviate the

1 congestion on that street.

2 MS. BOUTSIS: Next one, number 15. It's
3 8.16, remove the requirement of installing the
4 sidewalks. There was -- whenever we have
5 construction in the Village, one of the Village
6 requirements is to have sidewalks. That being
7 said, this is a sidewalk to nowhere. It's a cost
8 to Palmer Trinity, and it would basically have
9 sidewalks leading to no other sidewalk.

10 VICE MAYOR DUBOIS: Does anybody have an
11 objection to removing this?

12 MS. BOUTSIS: It would be a \$50,000
13 savings to Palmer Trinity, at least.

14 COUNCILWOMAN LINDSAY: There are Village
15 residents that want this.

16 MS. BOUTSIS: Eric told them once every
17 street should have a sidewalk.

18 MR. WILLIAMS: But the point is, as we
19 have discussed, we have got to connect it to
20 something.

21 MS. BOUTSIS: Position, please?

22 COUNCILMAN FIORE: So it's a sidewalk to
23 nowhere?

24 MS. BOUTSIS: Yes.

25 COUNCILMAN FIORE: That has to be removed.

1 MS. BOUTSIS: Tim?

2 COUNCILMAN SCHAFFER: Removed.

3 MS. BOUTSIS: Mayor?

4 MAYOR STANCZYK: I would say leave it only
5 if the residents want it. Is there a reason they
6 want it?

7 MS. BOUTSIS: This was not from residents,
8 necessarily, that I am aware of. This was brought
9 by staff because ordinarily we require sidewalks.

10 MAYOR STANCZYK: Then take it out.

11 MS. BOUTSIS: Joan?

12 COUNCILWOMAN LINDSAY: I am okay with
13 taking it out.

14 MS. BOUTSIS: Out.

15 Next one. 11.3, relating to sound. There
16 was a section because of disabled people to have a
17 disabled person's bell, buzzer, whatever. It's a
18 cost to Palmer Trinity. It's a lighting versus a
19 bell, buzzer concept. You know, because they may
20 have deaf people. It's a cost -- I tried to do
21 the research on what the cost is. I couldn't even
22 give you a ballpark of what the cost is. It is a
23 cost to Palmer Trinity. They have to comply with
24 the noise ordinance, whatever they do.

25 So do you have an objection to taking out

1 that extra requirement for the blind?

2 VICE MAYOR DUBOIS: I am okay with it.

3 MS. BOUTSIS: Joan?

4 COUNCILWOMAN LINDSAY: I am trying to --

5 COUNCILMAN FIORE: Is this 11.3?

6 COUNCILMAN SCHAFFER: 11.3, yes.

7 MS. BOUTSIS: Applicant shall ensure
8 bells, buzzers, et cetera, only when school is in
9 session shall not generate a direct sound pressure
10 level in excess of 65, which they now know has
11 changed to 60 dbas A-weight sound, as provided
12 under the code and may be amended.

13 COUNCILWOMAN LINDSAY: Okay.

14 MS. BOUTSIS: Patrick?

15 MR. WILLIAMS: Okay.

16 COUNCILMAN FIORE: Yes, I am okay.

17 MS. BOUTSIS: Tim?

18 COUNCILMAN SCHAFFER: Yes.

19 MS. BOUTSIS: Mayor?

20 MAYOR STANCZYK: All right.

21 MS. BOUTSIS: That is out. Next one.

22 Next one is the specific ADA. Are you
23 okay with the ADA? That is the same thing.

24 COUNCILMAN SCHAFFER: They want the
25 provision to be deleted? They want to keep it in

1 here.

2 MAYOR STANCZYK: Isn't that required by
3 code?

4 MS. BOUTSIS: Not for deaf, no. They have
5 to make a reasonable accommodation, Mayor. So if
6 they have a deaf student, the teacher has to clap
7 or them let know when it is to go to class. They
8 don't have to necessarily provide equipment for
9 deaf people.

10 MAYOR STANCZYK: Okay.

11 MS. BOUTSIS: We are okay. I am going on
12 to the next one because number 16 and 17 are
13 together.

14 18, 11.5, temporary public address speaker
15 system or amplified sound. They want the time
16 changes on this to 6:00 p.m.

17 COUNCILMAN SCHAFFER: No. They want it
18 taken out completely.

19 MS. BOUTSIS: They want to take it out
20 completely, yes. Basically, between the hours of
21 5:00 p.m. and 10:00 a.m., they can't make those
22 kinds of noises with the temporary address
23 speakers. And on Saturday, between 2:00 p.m. and
24 10:00 a.m. And there were discussions of
25 modifying those times.

1 Do you want any prohibition on public
2 address speakers, outdoor temporary public address
3 speakers, football, soccer, tennis, whatever?

4 MR. WILLIAMS: I mean, if you have got a
5 ballgame going at 2:00 or 3:00 in the afternoon,
6 are they allowed to use a sound system?

7 MS. BOUTSIS: Yes.

8 VICE MAYOR DUBOIS: Not a sound system. A
9 temporary sound system.

10 MR. WILLIAMS: Yes.

11 VICE MAYOR DUBOIS: What about a permanent
12 sound system?

13 COUNCILMAN FIORE: Why don't we define a
14 temporary public address system. That could be a
15 bullhorn, like they use at school. Which can be
16 rather loud, but all the schools use them.

17 MR. WILLIAMS: How did we get the word
18 "temporary" in there?

19 VICE MAYOR DUBOIS: The word "temporary"
20 is a curious --

21 COUNCILWOMAN LINDSAY: They can be
22 permanently installed.

23 VICE MAYOR DUBOIS: Is that the way it
24 reads?

25 MR. WILLIAMS: They cannot have a

1 permanent. There is no permanent. It's
2 temporary. But going back, Joan clarified that
3 temporary was there because there is no
4 authorization for a permanent system. Therefore,
5 temporary had to fill in if you are announcing
6 John Dubois up to bat with a four-point --

7 VICE MAYOR DUBOIS: It just seems
8 ridiculous to use the word "temporary" when we can
9 just remove that word and cover everything.

10 MS. BOUTSIS: I don't have a problem
11 making that clarification.

12 VICE MAYOR DUBOIS: Because if they
13 somehow sneak in a permanent system, and say it
14 doesn't apply because this one is built in here,
15 they can get around this very easily. Any sound
16 system.

17 MR. WILLIAMS: I think the issue is time.
18 That means you can't announce a ballgame at 3:00
19 p.m.

20 VICE MAYOR DUBOIS: That is the point. It
21 should be for any sound system.

22 MS. BOUTSIS: I can deal with that
23 language. Let's deal with the hours.

24 COUNCILMAN SCHAFFER: You are talking
25 about removing everything. Let's focus on --

1 MS. BOUTSIS: No P.A. systems around the
2 hours.

3 COUNCILMAN SCHAFFER: Between 5:00 p.m.
4 and 10:00 a.m. or between 2:00 p.m. and
5 10:00 a.m., that is a pretty long period of time.
6 If you are going to have athletic fields, they
7 have got to -- don't they have to meet sound
8 decibel codes, whether it's permanent or
9 nonpermanent, and isn't there a limit as to when
10 you can have public address systems?

11 MR. WILLIAMS: That is what we are getting
12 to. The time, I think, is the issue.

13 COUNCILMAN SCHAFFER: What do our
14 ordinances say?

15 VICE MAYOR DUBOIS: When I lived next door
16 to them, every Saturday that there was a football
17 game, it blasted. And those were systems that
18 they had in place. It was during the middle of
19 the day. It wasn't that big of a deal. But it
20 was loud.

21 COUNCILWOMAN LINDSAY: And that was only
22 on one field.

23 MR. WILLIAMS: That means we need to
24 establish whether or not we are going to let them
25 have sound systems at all. I think that during

1 the daytime, that's the issue.

2 MS. BOUTSIS: Do you want to regulate
3 sound systems at all, or strike it? Let's start
4 with that.

5 COUNCILMAN SCHAFFER: Say we strike sound
6 systems at all, and they put up a P.A. -- there's
7 a baseball game going on. That baseball game has
8 to meet our decibel levels, correct? That
9 baseball game has to shut off its sound at a
10 certain time, correct?

11 MS. BOUTSIS: Not necessarily. Well,
12 after 10:00 p.m.

13 COUNCILMAN SCHAFFER: They can't be out
14 there 2:00 or 3:00 in the morning.

15 MS. BOUTSIS: Until 11:00 p.m.

16 COUNCILMAN SCHAFFER: Until 11:00 p.m.,
17 and certain --

18 MR. WILLIAMS: They can't be on the
19 baseball field at 11:00 p.m. because there's no
20 lights.

21 MS. BOUTSIS: We are not going to think
22 about the other conditions. The law of this city
23 says 11:00 p.m. they can go to 60 dbas. After
24 11:00 p.m., it goes to 55 dbas.

25 VICE MAYOR DUBOIS: Is that what it is?

1 MS. BOUTSIS: I believe so, yes. I am
2 tired now, but yes.

3 COUNCILMAN SCHAFFER: So if we eliminate
4 the whole thing, strike it all --

5 MS. BOUTSIS: They can make noise until
6 11:00 at night with the sound systems.

7 COUNCILMAN SCHAFFER: You got it. They
8 just got to meet the codes. Do we want to now
9 say, okay, special conditions that apply to Palmer
10 Trinity, that is the discussion. They are either
11 going to meet code, and that means we strike it,
12 or we are going to have to have special conditions
13 for Palmer Trinity's sound system. Discussion.

14 VICE MAYOR DUBOIS: And the noise that
15 they make today with the football games is way
16 beyond what the code laws is currently. It didn't
17 when I lived there because there was no code here
18 in Palmetto Bay, because I was there before the
19 Village was incorporated. But I think --

20 MR. WILLIAMS: So does Palmetto High
21 School and Coral Reef Park.

22 COUNCILWOMAN LINDSAY: Let's keep in mind
23 the proximity of the athletic fields to the homes,
24 and the difference between Palmetto High School's
25 field and the homes that are on that street.

1 MR. WILLIAMS: Palmetto High School is
2 pretty close.

3 COUNCILWOMAN LINDSAY: You are
4 interrupting me.

5 MR. WILLIAMS: I am interrupting you
6 because I am trying to make some progress.
7 Palmetto High School is right near Palmetto Bay
8 Park as well. When we decide what you want to do,
9 you can do it whichever way you want to do it.

10 The bottom line is, this park has noise at
11 3:00 in the afternoon when we are broadcasting a
12 girls' softball game. Coral Reef Park has noise
13 in the afternoon when we are broadcasting a
14 baseball game.

15 VICE MAYOR DUBOIS: The reality is the
16 enforceability of this stuff is the biggest
17 problem we have in Palmetto Bay right now. I live
18 next to Palmetto Park. That stuff is blasting way
19 beyond the decibel level. And yes, again, it
20 doesn't really bother me as a neighbor because I
21 don't mind the noise. But a lot of people do. I
22 get calls from my neighbors saying, John, do
23 something.

24 COUNCILMAN SCHAFFER: The question should
25 be discussion over --

1 VICE MAYOR DUBOIS: So my suggestion is
2 that the Village is going to have to deal with
3 this on a macro level, anyway, far beyond Palmer
4 Trinity School's enforcement. And I think it's
5 reasonable to enforce the same neighborhood
6 protection ordinance on them that we do on
7 everybody else. I don't think it's necessary.

8 MR. WILLIAMS: That's all I am saying.

9 COUNCILMAN FIORE: John, I agree. I live
10 directly behind Howard Drive Elementary. Between
11 the bullhorn and the other -- it's loud. The
12 neighbors call me.

13 COUNCILMAN SCHAFFER: Joan, let's focus on
14 Palmer Trinity. Do you feel -- let me ask the
15 question that is going to lead you where you want
16 to go.

17 COUNCILWOMAN LINDSAY: I don't need to be
18 led.

19 COUNCILMAN SCHAFFER: I don't mean that by
20 that. I am not trying to lead. That is not what
21 I mean. Now I want -- I am asking for you to
22 provide the specific issues that happened with
23 that neighborhood, and how do we monitor noise and
24 things within that neighborhood. I know that. I
25 am asking you to give input as to what you feel is

1 important in the way of maybe creating special
2 sound rules for that area.

3 COUNCILWOMAN LINDSAY: This is a very
4 unique situation.

5 COUNCILMAN SCHAFFER: That is why I am
6 asking.

7 COUNCILWOMAN LINDSAY: It is not a Howard
8 Drive Elementary, it's not a Palmetto Bay Park,
9 it's not a Coral Reef Park, and it's not a
10 Palmetto Senior High. This is a unique situation
11 with acre upon acre upon acre of athletic fields.
12 You have a football -- call it a stadium, a bowl,
13 whatever you want, here. You have got football.
14 You have got three softball, baseball, soccer
15 fields, here. You have got basketball. You have
16 got swimming. You have got tennis. And down at
17 the other end, you have more.

18 There is no facility in this Village that
19 has the number of athletic fields and the
20 potential for activities that this one does. And
21 there is no facility in this Village that has
22 homes that are as close to these fields as these
23 are. And this, as far as I am concerned, the
24 traffic and the noise have to be addressed. And
25 those of you who want to equate this to Howard

1 Drive or Coral Reef Park do not understand --

2 MR. WILLIAMS: Or Palmetto Bay Park.

3 COUNCILWOMAN LINDSAY: Or Palmetto Bay
4 Park. Do not understand the proximity of these
5 homes to all of this activity. And I am going to
6 tell you that the people here will not be happy if
7 you throw out this regulation altogether. Because
8 what is going to happen? I want to tell you.

9 COUNCILMAN SCHAFFER: Give us a
10 suggestion.

11 MR. WILLIAMS: Give us a time that you
12 think it's okay to have a ballgame.

13 COUNCILWOMAN LINDSAY: I thought there was
14 nothing wrong with what staff came up with before,
15 but I was willing to modify it the way we did
16 during the mediation.

17 MR. WILLIAMS: What is that?

18 COUNCILWOMAN LINDSAY: That is right here
19 on your paper.

20 MS. BOUTSIS: Until 6:00 p.m., basically.
21 And on weekends -- Monday through Saturday
22 10:00 a.m. to 6:00.

23 MR. WILLIAMS: Are we missing something
24 here, 2:00 p.m. to 10:00 a.m.?

25 COUNCILMAN SCHAFFER: How is that?

1 MS. BOUTSIS: In other words, 11.5 is
2 being modified. If you want to do that. From
3 2:00 p.m. to 6:00 p.m. Are you okay with that
4 concept or do you want to be consistent all the
5 way through the Village?

6 MR. WILLIAMS: Like Mr. Schaffer was
7 advising, if Councilwoman had some better times,
8 let's consider those. If not, they should be
9 consistent.

10 MS. BOUTSIS: Joan is saying until
11 6:00 p.m. versus 2:00 p.m.

12 MR. WILLIAMS: Say it again? 6:00 p.m.
13 versus 2:00 p.m.?

14 MS. BOUTSIS: In other words, the existing
15 item they are trying to strike is until 2:00 p.m.
16 they can use these sound systems. Joan is
17 recommending, as per her mediation she went to,
18 allowing it until 6:00 p.m. That is --

19 MR. WILLIAMS: That is what Tim was
20 asking.

21 MS. BOUTSIS: I am jut reiterating. That
22 is what it is. We have a position. Anybody else?

23 COUNCILMAN SCHAFFER: All days, it would
24 be down to 6:00 p.m. That is a suggestion that
25 you feel would work within the people?

1 MS. BOUTSIS: Yes.

2 COUNCILWOMAN LINDSAY: One of the things
3 that everybody has to keep in mind here is that
4 every one of these approvals is on a conditional
5 basis. And the reason you do conditions is
6 because these are not identical properties
7 throughout the Village. And I just want you all
8 to keep that in mind. You can't necessarily have
9 the same conditions on everyone.

10 COUNCILMAN SCHAFFER: I am not trying to
11 do that. I am trying to get --

12 COUNCILWOMAN LINDSAY: I will go with
13 6:00.

14 COUNCILMAN SCHAFFER: Do you think that is
15 something the residents are comfortable with?

16 COUNCILWOMAN LINDSAY: I would hope so. I
17 think the residents will be agreeable to modify
18 it, but you cannot adversely alter the quality of
19 life in this neighborhood without repercussions.
20 So keep that in mind.

21 COUNCILMAN SCHAFFER: That is why I am
22 asking.

23 MR. WILLIAMS: 6:00 is clearly better than
24 2:00.

25 COUNCILMAN SCHAFFER: Thoughts from you

1 guys.

2 VICE MAYOR DUBOIS: My thought is we have
3 the same problem throughout the rest of the
4 Village. That is what the noise ordinance and the
5 neighborhood protection stuff is all about. There
6 are neighbors just as close to Palmetto Park as
7 they are on that map next to the school ball
8 fields that listen to this stuff, and we need to
9 enforce it.

10 We have an ordinance. It's designed so
11 that if you are over on the other side of the
12 property line, the noise levels come down to
13 decibel levels that are reasonable. And that
14 needs to be enforced throughout the Village.

15 I am not sure why giving them special
16 rules -- those noise ordinances we have and the
17 neighborhood protections that we have should be --
18 if they are not already strong enough to meet the
19 requirements of consideration for the neighbors,
20 then we need to change them. But I think it
21 should be uniform throughout the Village.

22 MS. BOUTSIS: Just to be clear, the
23 temporary public address systems are not being
24 exempted from the noise levels.

25 VICE MAYOR DUBOIS: Correct. That's my

1 point.

2 MS. BOUTSIS: If during the day they're at
3 60, they get to stay at 60. If they are at 65,
4 they are going to get a code violation. Or they
5 should, if they are not. Having said that, I
6 guess this kind of sound is more invasive than
7 other sounds, even though you get into the
8 60 point, and this was an accommodation made. Do
9 we want to make this accommodation or not?

10 COUNCILMAN SCHAFFER: So I am clear, what
11 Joan is saying is that there's no noise after --
12 the decibel levels go to zero after 6:00 p.m.?

13 COUNCILWOMAN LINDSAY: No, I did not say
14 that. I said no more amplified sound systems.
15 Give the people a break.

16 COUNCILMAN SCHAFFER: Help me with that.
17 You mean -- I am not a sound expert.

18 COUNCILWOMAN LINDSAY: We are talking
19 about a public address system. They are
20 announcing a game.

21 VICE MAYOR DUBOIS: Or a stereo amplifier.

22 COUNCILWOMAN LINDSAY: Or a stereo
23 amplifier.

24 VICE MAYOR DUBOIS: My point is, then, I
25 am okay applying that here. But then to be fair,

1 I would say that should be applied everywhere in
2 Palmetto Bay.

3 COUNCILMAN FIORE: That's the problem you
4 are going to have. You are opening up a can of
5 worms here. Because some of these --

6 COUNCILWOMAN LINDSAY: No, it's not the
7 same.

8 COUNCILMAN FIORE: Can I finish, please?

9 COUNCILWOMAN LINDSAY: Because as I
10 explained, this is a conditional approval.

11 VICE MAYOR DUBOIS: But it's an equal
12 inconsideration for every neighbor that has to
13 listen to that noise level.

14 MR. HOCHMAN: So we understand everybody's
15 position, the question is show of hands or voice
16 to eliminate 11.5.

17 VICE MAYOR DUBOIS: I would rather
18 eliminate it and solve it --

19 MR. HOCHMAN: Anybody else who wants to
20 eliminate it?

21 COUNCILMAN SCHAFFER: I want to discuss it
22 just a hair bit more, if that's okay. Because
23 this is a -- again, this goes back to the dilemma
24 that I have in making sure that we are doing what
25 residents want within the Village.

1 I know I'm going to --

2 COUNCILMAN FIORE: That's okay. I was
3 already beat up before. I would eliminate it
4 but -- what did you say? Twice a day?

5 VICE MAYOR DUBOIS: It needs to be
6 uniformly enforced and applied throughout the
7 Village, so that all neighbors affected by noise
8 levels are given equal consideration.

9 MAYOR STANCZYK: The problem I am seeing
10 here is we are not discussing this. We are in an
11 attorney-client session, aimed at discussion of
12 settlement. We are now discussing zoning for the
13 entire community.

14 VICE MAYOR DUBOIS: I was rationalizing
15 why we should strike it.

16 MS. BOUTSIS: If you went beyond that,
17 then we have a problem.

18 COUNCILMAN SCHAFFER: If we strike this --
19 and again, if we strike this, then at 7:00 at
20 night and they have got a baseball game going on,
21 what we are saying is they are not going to be
22 able to have any announcements -- excuse me.

23 We don't strike this and we follow what
24 Joan is saying is a relief for the residents, is
25 that at 7:00 at night, and they are out there

1 announcing a baseball game, they can't. Once it's
2 6:00, they have to stop announcing their baseball
3 game, or it comes down to a certain level where
4 it's not broadcasted?

5 Is that something -- Joan, I am asking
6 you. Is this what -- again, I am not trying to be
7 adversarial here. I want to be clear, because
8 this is a very important thing.

9 COUNCILWOMAN LINDSAY: When we had the
10 mediation, they were happy to have --

11 COUNCILMAN SCHAFFER: Mediation is --

12 COUNCILWOMAN LINDSAY: No. Because these
13 were the people who are the plaintiffs in this
14 lawsuit. And they were happy to have --

15 MR. WILLIAMS: Joan, we have to make a
16 decision.

17 COUNCILWOMAN LINDSAY: I made my decision.

18 COUNCILMAN SCHAFFER: I'm asking you to
19 explain so I can --

20 MAYOR STANCZYK: Hold on. One person at a
21 time.

22 COUNCILMAN SCHAFFER: So I can help with
23 the consensus, Joan, I am trying to be really
24 clear. Is that if there's a baseball game going
25 on, and they are out there with a P.A. system, and

1 they are announcing the game, like any other game,
2 at 6:00 is the deadline?

3 COUNCILWOMAN LINDSAY: Yes.

4 COUNCILMAN SCHAFFER: Is the deadline
5 after 6:00, they can't have any more broadcasting
6 P.A.-type situations?

7 COUNCILWOMAN LINDSAY: Yes.

8 COUNCILMAN SCHAFFER: Again, now, that
9 raises the question that is brought up on this
10 side. Again, this is why -- what they are saying
11 is that we are putting a limitation on Palmer
12 Trinity that is different --

13 Joan, please, let me work through this.

14 COUNCILWOMAN LINDSAY: I just want you to
15 look at this.

16 COUNCILMAN SCHAFFER: I know. Let me work
17 this through. This is -- I am in this position.
18 I am Mr. Swing here. I am trying to really work
19 hard at making sure that I do what is right for
20 everybody. What is being discussed with John and
21 Patrick is, are we doing something that is unfair
22 to Palmer Trinity that we are not applying to any
23 of the other parks, and is that going to be an
24 issue.

25 VICE MAYOR DUBOIS: I think there's

1 something you are missing.

2 COUNCILMAN SCHAFFER: Or any other
3 facility.

4 VICE MAYOR DUBOIS: Whether we strike it
5 or leave it in, the answer is the same. The
6 school probably cannot run a P.A. system at 7:00,
7 because somebody is going to call, and I guarantee
8 you it exceeds the decibel -- any amplified
9 athletic, I guarantee you it exceeds the decibel
10 level.

11 That is why I am raising the bigger issue
12 here. This should be irrelevant. This should be
13 stricken. Because, technically, they are not
14 going to be able to operate it anyway, if anybody
15 complains and enforces it. Somebody will run over
16 with code compliance and the police, and they will
17 make them stop announcing.

18 COUNCILMAN SCHAFFER: They can't do it at
19 the beginning.

20 VICE MAYOR DUBOIS: By code. It's what
21 our neighborhood protection and our noise
22 ordinance says right now. And I guarantee you
23 it's way in excess of the decibel level for any
24 athletic field P.A. system announcement, as is the
25 disco noise that comes out of Palmetto Park every

1 evening, that the neighbors right there complain
2 about, but it's not enforced.

3 MR. WILLIAMS: The mayor and I have talked
4 about the Village Center, as an example. I can
5 hear it at my house.

6 COUNCILMAN SCHAFFER: You know, that's --
7 to move forward in a consensus, it's either we are
8 going to work towards upholding -- they can't do
9 it, via code, if we enforce code. If we put a
10 special stipulation on them, they can't do it.
11 But it's a special stipulation. Is that going to
12 be an issue that is going to really create a
13 problem going forward in trying to get a
14 settlement done?

15 VICE MAYOR DUBOIS: I am going to concede.
16 Let's move forward. Go with what Joan is saying.
17 Let's throw this against the wall. See if it
18 sticks. If they absolutely can't tolerate it, it
19 will come back and we will have to deal with it.

20 MS. BOUTSIS: Do we have a consensus on
21 what the vice mayor is recommending? Because I
22 think we are all getting tired.

23 COUNCILMAN SCHAFFER: Yes.

24 MS. BOUTSIS: Patrick?

25 COUNCILMAN FIORE: Yes.

1 MS. BOUTSIS: Mayor?

2 MAYOR STANCZYK: Yes.

3 MS. BOUTSIS: I know the others. Thank
4 you.

5 Next, delivery vehicles. This is a
6 non-greater. It's one of those things that is
7 existing.

8 MAYOR STANCZYK: Let me ask a question.
9 Clarify for me exactly what the vice mayor
10 suggested.

11 MS. BOUTSIS: Change it to 6:00 p.m. is
12 the answer.

13 MAYOR STANCZYK: Okay.

14 COUNCILMAN SCHAFFER: We are taking out
15 temporary? It doesn't matter.

16 MS. BOUTSIS: I will work on it.

17 13.1, there was confusion about when
18 deliveries could be made. The language is
19 existing County code -- Village code. I'm sorry.
20 As to the time of deliveries. There is no change
21 to be made. Even if they eliminated this
22 provision, it is existing Village code. They have
23 to comply with it, period. It's a non-brainer.
24 It's staying in. Okay? Staying in or whatever?
25 It's being enforced.

1 MAYOR STANCZYK: Leave it in.

2 COUNCILMAN FIORE: That is fine.

3 MR. WILLIAMS: We are saying -- what are
4 we doing?

5 VICE MAYOR DUBOIS: We are saying it
6 doesn't matter.

7 MS. BOUTSIS: It doesn't matter. It's a
8 code. I want to get back to the dropping in a
9 minute.

10 13.3, interior use of school facilities,
11 hours of operation, provision to be deleted. We
12 had a provision saying that the internal building
13 hours of operation were regulated, and that was
14 the hours of operation between 6:00 a.m. and
15 10:00 p.m. They want that provision stricken.
16 The way we wrote it at mediation is to delete it
17 as well. We don't control the internal operations
18 of the building.

19 If they want maintenance there from
20 midnight, they can. If they want to have staff in
21 there grading essays or whatever, they can do it.
22 Any objections?

23 COUNCILMAN FIORE: None from me.

24 VICE MAYOR DUBOIS: I am good with it.

25 MS. BOUTSIS: Tim?

1 COUNCILMAN SCHAFFER: Strike it.

2 MS. BOUTSIS: Mayor?

3 MAYOR STANCZYK: Is that allowing them to
4 do something that would be like an overnight camp?

5 MS. BOUTSIS: They don't have the right to
6 do overnights because they don't have any beds for
7 kids. There's no beds.

8 MAYOR STANCZYK: Okay.

9 MS. BOUTSIS: Are you okay with it?

10 MAYOR STANCZYK: Yes.

11 MS. BOUTSIS: Joan?

12 COUNCILWOMAN LINDSAY: Yes.

13 MS. BOUTSIS: Okay. In the plans on
14 number 21, staff had recommended breaking up the
15 buildings. They are asking not to break up the
16 buildings. Visually, it might look better, but
17 whatever. It's not something they want to do. So
18 they are asking to not have to deal with that
19 condition, and just build it as it was in the site
20 plan. During mediation, nobody had a problem with
21 that.

22 Are we okay with their request to remove
23 that condition of the staggering of the building?

24 COUNCILMAN SCHAFFER: Again, that was
25 something that was zoning? That wasn't something

1 requested by the residents?

2 MS. BOUTSIS: That was done by staff.
3 There was some discussion from the public. It was
4 a very long building just to look at or whatever,
5 but it was something proposed by staff, to break
6 it up.

7 COUNCILMAN SCHAFFER: Joan, was there a
8 feel on that with residents?

9 MS. BOUTSIS: I think that it would be
10 acceptable to have staff handle this.

11 COUNCILMAN SCHAFFER: Okay.

12 COUNCILWOMAN LINDSAY: The building is, as
13 I recall, 240 feet long.

14 COUNCILMAN FIORE: 260.

15 COUNCILWOMAN LINDSAY: There are two of
16 them. We are talking about these sections of the
17 building right here. There aren't any homes right
18 here. But over here you have these homes. So the
19 idea from staff was to break up with trees. I
20 think they would like to slightly alter the
21 architectural design of that.

22 MS. BOUTSIS: It wasn't just broken by
23 trees. It was staggered a bit. They are asking
24 for it to go. In mediation, there was no problem
25 letting it go. How do you all feel?

1 VICE MAYOR DUBOIS: Let it go.

2 MS. BOUTSIS: All of you are okay with
3 that? Next one.

4 Next one is simple. They agree to 500.
5 Our code has been changed to 250.

6 COUNCILMAN SCHAFFER: They want to drop
7 everything. But code says?

8 MS. BOUTSIS: But code says if there's a
9 violation, it's 250. I don't have a problem with
10 the concept. Being consistent with our code,
11 which is 250. Any objections?

12 COUNCILMAN SCHAFFER: No objections.

13 COUNCILMAN FIORE: No objections.

14 MS. BOUTSIS: We have to go back to the
15 first page.

16 MAYOR STANCZYK: Four.

17 MS. BOUTSIS: Four.

18 How many jamborees or tournaments do you
19 want? Or how do you want to regulate it, if you
20 want to regulate it?

21 MR. HOCHMAN: I'm in favor of eliminating
22 the restriction altogether. I'm in favor of
23 creating a different restriction.

24 COUNCILMAN SCHAFFER: I am waiting for
25 more input.

1 MAYOR STANCZYK: We have got restriction
2 on our parks, and we did that because we were
3 considerate of the neighbors that were surrounding
4 our parks. That is why we only have five
5 tournaments at Palmetto Bay Park.

6 COUNCILWOMAN LINDSAY: A year.

7 MAYOR STANCZYK: A year. So I think some
8 control gives them at least a window to work
9 within before we have issues.

10 MR. HOCHMAN: What is your --

11 COUNCILMAN SCHAFFER: I am taking input
12 from everyone before I make a decision of it. I
13 want to hear what Joan has got to say. I want to
14 hear what she has got to say.

15 MAYOR STANCZYK: I wouldn't know what
16 their outside number would be. If you give them
17 five, does that mean five baseball tournaments?
18 Five tennis tournaments?

19 VICE MAYOR DUBOIS: It's impossible to
20 specify every situation. It's not going to be
21 practical to address this.

22 MAYOR STANCZYK: Does anybody have any
23 suggestions?

24 COUNCILMAN SCHAFFER: Any ideas, Joan?

25 COUNCILWOMAN LINDSAY: The original

1 resolution calls for one. The group that talked
2 in mediation was willing to go to two, and that
3 was two per day. At Palmetto Bay Park with the
4 softball, you are talking five per year. They
5 were willing to go to two per day. I think --

6 MAYOR STANCZYK: Two per day, every day?

7 VICE MAYOR DUBOIS: I am more concerned
8 about this ending up in litigation. Because if it
9 gets ugly and the Village has an issue with them,
10 and says, no, we are considering those events.
11 Those aren't events. It's going to be a mess.
12 And I think it's a self-regulating issue. I don't
13 think the school would ever want to have more
14 events there than they could manage.

15 COUNCILWOMAN LINDSAY: They asked for two.

16 VICE MAYOR DUBOIS: Again, I don't like
17 even using that much definition.

18 MAYOR STANCZYK: Do we have any idea what
19 they are doing now, currently, in terms of
20 tournaments?

21 MS. BOUTSIS: They don't have any athletic
22 facilities.

23 MAYOR STANCZYK: So they are already doing
24 what they do, and this is two tournaments a day on
25 top of what they are doing?

1 COUNCILWOMAN LINDSAY: Yes.

2 VICE MAYOR DUBOIS: It doesn't really say
3 tournaments. That is part of the problem.

4 COUNCILWOMAN LINDSAY: It does.

5 COUNCILMAN SCHAFFER: Athletic
6 tournaments, jamborees --

7 MR. WILLIAMS: The unknown factor there
8 was -- Tim, you know this better than I. If you
9 are fortunate to win and you get into a finals
10 kind of GMAC or regionals or something, can you
11 host it or not?

12 COUNCILMAN SCHAFFER: I would gather at a
13 facility like this, they are going to be looking
14 to host play-offs, which are GMACs and regionals.

15 COUNCILMAN FIORE: GMACs are held at one
16 specific stadium, like it was in Miami.

17 COUNCILMAN SCHAFFER: They may want to do
18 that.

19 COUNCILMAN FIORE: They can host them.
20 But they are probably not going to have lights
21 here. So that is not going to be an issue.

22 MR. WILLIAMS: I don't know how many teams
23 they have in their league anyway.

24 COUNCILMAN FIORE: Most of the high school
25 play-offs, my daughter played in them a couple

1 years ago, were at facilities with lights. That
2 was at night. Most of them were there. Miami
3 Springs, South Ridge High School, they played, and
4 they were all at night with fields of lights.

5 MAYOR STANCZYK: What if you did something
6 like instead of two a day, you did an average of
7 one and a half per day, per week.

8 MS. BOUTSIS: That would be even harder.
9 Good luck regulating that.

10 VICE MAYOR DUBOIS: Jeff brought up a good
11 point. What if one of them is like a swimming
12 tournament, where there's only like eight people
13 on each team, and there's just not that many
14 people? It's very minimal use of the facility,
15 and they have softball or baseball team going on
16 here, and something else, somewhere else. It
17 seems arbitrary.

18 COUNCILWOMAN LINDSAY: I don't think it
19 refers to having a swimming event and a baseball
20 game and a basketball and a tennis game. I think
21 it's designed to focus on tournaments or
22 jamborees, which would be a big event bringing in
23 multiple teams, many spectators, more traffic and
24 a lot more noise.

25 COUNCILMAN FIORE: They'll spend a lot of

1 money in our town, too. That is positive.

2 MAYOR STANCZYK: Don't they have their own
3 catering? They won't be in town. They will be in
4 the facility.

5 COUNCILMAN FIORE: Well --

6 MS. BOUTSIS: Any ideas what to do?

7 COUNCILWOMAN LINDSAY: I would say leave
8 it at two. That was --

9 VICE MAYOR DUBOIS: Can we leave it at
10 two, and just in the details of 6.3, classify
11 these two athletic events having more than, let's
12 say, 100 people? Because that way we are not
13 going to get into --

14 MR. WILLIAMS: John, that is going to make
15 it even more complicated to have any form of
16 control. Who is going to go out there and count
17 people that come and go. You know, as one team --
18 my team loses, we get up with my whole group and
19 we leave, and then another group comes in.

20 What about the two with some kind of
21 semi-annual review or something? I'm not sure. I
22 don't know how you regulate the numbers. You know
23 how these permits are. Once you --

24 VICE MAYOR DUBOIS: Let's leave it at two
25 and see what they come back with.

1 MS. BOUTSIS: All right.

2 Can we go back to the actual offer by Sean
3 Cleary. We are now at -- the second item is that
4 they shall keep buildings in the same location,
5 but with a ten percent deviation of the location
6 of those buildings. Just so you understand, that
7 is not provided for in our code.

8 COUNCILWOMAN LINDSAY: It's five.

9 MS. BOUTSIS: It's five percent under our
10 code. And that is allowed under substantial
11 compliance.

12 VICE MAYOR DUBOIS: This is contrary to
13 zoning, if we agree to it?

14 MS. BOUTSIS: I can't see how we can agree
15 to this, is my point. That is why this was
16 inartfully written.

17 Number five, they want -- I'm sorry.
18 Number three.

19 VICE MAYOR DUBOIS: We are not finished
20 with number two.

21 MS. BOUTSIS: I'm sorry.

22 VICE MAYOR DUBOIS: Let me make a
23 suggestion on number two. Let's say, ten percent
24 or current zoning limitations, whichever is less.
25 Right? Because if we change it, which we may do

1 in the future, to 20 percent or 25 percent for
2 administrative variance or something like that, we
3 can still limit them to ten percent.

4 COUNCILWOMAN LINDSAY: Why don't we just
5 say, then, consistent with Village code?

6 VICE MAYOR DUBOIS: We can do that.

7 MR. WILLIAMS: That is better.

8 VICE MAYOR DUBOIS: That is better.

9 MAYOR STANCZYK: Didn't you just say
10 ten percent or whatever is consistent with the
11 Village code, whatever is less?

12 VICE MAYOR DUBOIS: Which ever is less.

13 MAYOR STANCZYK: Then if you leave it at
14 the 10 percent, they you have got the ten percent.
15 If it goes to 20 percent on an administrative
16 variance, you have still got the ten percent.

17 VICE MAYOR DUBOIS: You can't leave it at
18 ten because then --

19 MR. WILLIAMS: Then you got one set of
20 codes for one situation and another set for
21 another.

22 VICE MAYOR DUBOIS: Let's take it out
23 completely, I agree, and have it fall back on
24 whatever the current code is.

25 MS. BOUTSIS: We are in agreement,

1 everyone?

2 COUNCILMAN SCHAFFER: Yes.

3 COUNCILMAN FIORE: Yes.

4 MS. BOUTSIS: Number three, they wanted a
5 50-foot buffer with a jogging path and no berm.

6 COUNCILMAN SCHAFFER: We already discussed
7 it.

8 MS. BOUTSIS: We did but this is all these
9 other conditions that they didn't want.

10 So this is coming out, yes? I'm
11 confirming that because we already dealt with --

12 VICE MAYOR DUBOIS: We have discussed
13 that.

14 MS. BOUTSIS: Number four, this is the
15 financial aid document that would allow them to
16 increase student population by 12 students each
17 year, over and above current scheduled limits for
18 a maximum of ten years. It would be a need-based
19 program for students who are residents of the
20 Village. It will benefit a minimum of two
21 Palmetto Bay residents students each year, and
22 allow up to 12 new students each year for a
23 maximum of ten years.

24 COUNCILMAN FIORE: Listen, if you ask me,
25 this is the give back to the community right here.

1 This is \$300,000 over five years or \$600,000 over
2 ten years. And it goes to need-based students in
3 Palmetto Bay.

4 My only concern is -- and I brought this
5 up to the manager -- is this has to be something
6 that the Village has to be involved in the
7 process. I don't think we should let the school
8 strictly determine who -- I think it has to be
9 done in conjunction with the Village.

10 MS. BOUTSIS: Just one thing. Hochman
11 just circled on my paper, "when feasible." What
12 does that mean?

13 MAYOR STANCZYK: That doesn't mean it
14 happens.

15 COUNCILMAN FIORE: I agree with the Mayor,
16 believe it or not. They need to define "feasible"
17 here. There's no in between. Either they are
18 doing it or they are not.

19 MAYOR STANCZYK: Perhaps we can give them
20 a deadline by which it begins. So that they have
21 the opportunity to build an endowment and create
22 it.

23 VICE MAYOR DUBOIS: Yes, but I interpret
24 "when feasible" to mean the school can opt not to
25 exercise this clause, period. Not increase

1 enrollment and not add to scholarships.

2 MR. WILLIAMS: They are looking to fund it
3 through enrollment.

4 MS. BOUTSIS: You have to understand this
5 one thing to deal with this. And this is the
6 problem. Traffic. We have an analysis for
7 traffic based on 1150 kids. We have to know what
8 the impact is and what the difference is based
9 upon an increase in number of students. I just
10 want to make that clear that the whole site plan
11 approval on student expansion is based upon
12 traffic. They have the room for everything else.

13 VICE MAYOR DUBOIS: Should we also put an
14 additional caveat that it is subject to approval
15 of the Village, based on results of traffic
16 studies?

17 MR. WILLIAMS: Or tie them to the counts,
18 and you have to comply. Did we lock in the count
19 number?

20 MS. BOUTSIS: Only on 176 Street, if I
21 remember correctly.

22 MR. WILLIAMS: Control it by the counts.

23 VICE MAYOR DUBOIS: Or we just cross the
24 whole thing out and just get rid of it.

25 MAYOR STANCZYK: When it says, "Each

1 school year over and above the current scheduled
2 limit for a maximum of ten years," is that going
3 to bring them over and above 1150?

4 MR. WILLIAMS: Yes. It's going to bring
5 them another 120 kids. That is what I mean by
6 that is how they plan to fund this.

7 MAYOR STANCZYK: I have a second question
8 on that. If they get that extra 120 kids, does
9 that mean they even have to continue this fund?
10 In other words, they have got the kids because
11 they did it for how many years. Then they have
12 got the kids, and the fund goes away. This is not
13 a lifetime fund.

14 COUNCILMAN FIORE: No. That is what I
15 said. It was 300,000 for five years or a maximum
16 of 600,000. Where I get the numbers from, it's
17 \$30,000 a year, approximately, to go there. Ten,
18 300, 26.

19 VICE MAYOR DUBOIS: My suggestion is we
20 just cross this off. Don't agree to it.

21 COUNCILMAN FIORE: I disagree with that.
22 Because I think this is an education provided to a
23 need-based child in the city, and this is -- I
24 think this is a good give-back.

25 MR. WILLIAMS: Endowment implies -- I know

1 the lawyers will be more specific. An endowment
2 implies that it's perpetually funded.

3 COUNCILMAN FIORE: It does.

4 MS. BOUTSIS: Do you want me to get more
5 information on this?

6 COUNCILMAN FIORE: I can tell you what an
7 endowment means, because I did the college tour
8 with my daughter when she was being recruited for
9 soccer. And basically, the college institutions
10 that had large endowments, were able to offer a
11 better deal for my child, or anybody's child. I
12 agree, it has to be grown. The larger the
13 endowment, the more they can offer.

14 MR. WILLIAMS: That is why the 120 kids
15 pay.

16 MAYOR STANCZYK: Now we have got a
17 resolution that gave them 1150, and now they have
18 added 120 on top of it.

19 MR. WILLIAMS: That is the move right
20 there. To the village attorney's point, it's
21 going to add traffic, and the only way you control
22 that is lock in the counts, if you agree to it.

23 VICE MAYOR DUBOIS: I think we should
24 cross the whole thing off.

25 MAYOR STANCZYK: It's very complicated

1 to --

2 VICE MAYOR DUBOIS: It has ramifications
3 on that.

4 MAYOR STANCZYK: All the way through the
5 resolution has ramifications.

6 MS. BOUTSIS: Tim, you are silent.

7 COUNCILMAN SCHAFFER: Again, in the
8 settlement process they try to hand us a little
9 olive branch here. Saying, listen, we are going
10 to do something nice for the residents.

11 VICE MAYOR DUBOIS: But they want
12 something in exchange.

13 COUNCILMAN SCHAFFER: But they want
14 something in exchange. You know. It would be
15 great to see two kids get a chance to go to a
16 \$30,000-a-year school. But what is the dilemma?
17 You get all the -- that is 12 more kids a year,
18 with all the other issues that come into it.

19 VICE MAYOR DUBOIS: It does look like they
20 are trying to sweeten the pot to make it more
21 attractive for the council members to agree to the
22 settlement, because everybody in the Village will
23 be happy that their kids are eligible to get this
24 free scholarship.

25 COUNCILMAN FIORE: That's correct.

1 MR. WILLIAMS: Anybody got a good way to
2 modify it?

3 COUNCILMAN FIORE: Maybe that is something
4 that you need to go back to them, when we present
5 it to them, and see if there's some kind of
6 modification, as the manager said, for this. More
7 specifics.

8 VICE MAYOR DUBOIS: The modification
9 objective would be traffic related, right? To
10 avoid the increase in traffic in the area. That
11 is what this student population limit is all
12 about.

13 COUNCILWOMAN LINDSAY: May I make a point
14 here? Because I am not sure we are reading this
15 correctly. Because it says they want to increase
16 the enrollment by 12 students each year, over and
17 above the scheduled limit.

18 MR. WILLIAMS: Correct.

19 COUNCILWOMAN LINDSAY: But they have to go
20 by the schedule. Doesn't that just mean 12 over
21 each year? Not cumulative 12 and then 12 more and
22 then 12 more.

23 COUNCILMAN SCHAFFER: It's 120 students.

24 COUNCILWOMAN LINDSAY: No. It's 12 above
25 the limit. So if the enrollment for a particular

1 year is 900, they can have 912. If the enrollment
2 the next year is 950, they can have 962. Twelve
3 above the current scheduled limit.

4 VICE MAYOR DUBOIS: Apparently, it isn't
5 what they mean.

6 COUNCILWOMAN LINDSAY: That schedule --

7 MR. WILLIAMS: The schedule limit defines
8 the number of -- the amount of enrollment each
9 year.

10 COUNCILWOMAN LINDSAY: Exactly. It says
11 that they only want to be 12 above that for every
12 year. So every year you look at the enrollment,
13 and they are allowed to be 12 above that.

14 VICE MAYOR DUBOIS: It's written poorly.

15 COUNCILWOMAN LINDSAY: So what does it
16 mean? You all are assuming it means 12 and then
17 12 more and 12 more. I don't think they have that
18 kind of money. You are talking endowments.

19 MAYOR STANCZYK: We are only given two
20 kids.

21 COUNCILWOMAN LINDSAY: But you are saying
22 12 each year.

23 MR. WILLIAMS: They are allowed to enroll
24 an additional 12.

25 COUNCILWOMAN LINDSAY: They are allowed to

1 enroll an additional 12, and only two of them are
2 getting the endowment. So they only have two --

3 MR. WILLIAMS: It might not be those two.

4 MS. BOUTSIS: Would you like me to get a
5 clarification and then come back to this?

6 COUNCILWOMAN LINDSAY: I do understand
7 that.

8 MS. BOUTSIS: Should I get clarification?

9 COUNCILWOMAN LINDSAY: The way I read
10 this, does anybody else see what I am saying?

11 VICE MAYOR DUBOIS: Councilwoman Lindsay
12 is correct. The way it's written is actually not
13 what the intended purpose is.

14 COUNCILWOMAN LINDSAY: How do you know
15 what the intended purpose is?

16 VICE MAYOR DUBOIS: Because they are
17 planning on benefiting a minimum of two residents
18 per year in order to do that.

19 COUNCILWOMAN LINDSAY: In ten years, it
20 would be 20. Well, no, it could be the same two.

21 MR. WILLIAMS: I don't see the two. I
22 don't think there's a relationship between the two
23 endowed kids and the growth in population.
24 There's no direct relationship there.

25 MS. BOUTSIS: I will tell you that my

1 understanding from talking to Stan Price, Sean
2 Cleary meant to make it 12 times ten. It's 120
3 kids.

4 COUNCILMAN SCHAFFER: That makes sense.
5 Twenty of them are going to be scholarship
6 students.

7 VICE MAYOR DUBOIS: When you read it, you
8 think that is what they are talking about.

9 MAYOR STANCZYK: We could be dealing with
10 two and a half kids here. Because you have two
11 for ten years. So two and a half cycles. Because
12 you got kids that are going to attend for four
13 years. It doesn't say two plus two plus two. It
14 said two per year. A kid goes for four years.

15 COUNCILWOMAN LINDSAY: Right.

16 MAYOR STANCZYK: So four and four is
17 eight, plus two is ten. We have got how many
18 cycles?

19 MR. WILLIAMS: A kid could go more than
20 four years.

21 MAYOR STANCZYK: It could be two kids.

22 MS. BOUTSIS: Do we have a consensus,
23 please?

24 VICE MAYOR DUBOIS: No, I don't want to
25 strike it.

1 MS. BOUTSIS: Strike. Strike. No strike.
2 Mayor?

3 MAYOR STANCZYK: Strike.

4 COUNCILMAN SCHAFFER: Strike.

5 VICE MAYOR DUBOIS: Strike.

6 MS. BOUTSIS: We already did the lights
7 already. That was -- John brought that up
8 earlier.

9 We are at six now. All student driver
10 traffic must use 184th Street after it's open.
11 Student drivers may not use 176th Street after
12 184th Street is open. All other school traffic
13 may use the entrance at Southwest 176th Street.
14 These are the traffic conditions that were -- I
15 think we went through them. I believe we struck
16 this.

17 COUNCILWOMAN LINDSAY: We have to strike
18 this.

19 MS. BOUTSIS: Are we okay with striking
20 this?

21 COUNCILWOMAN LINDSAY: Yes.

22 COUNCILMAN SCHAFFER: Yes. We covered it.

23 MS. BOUTSIS: Number seven, signage. Just
24 so we understand, the signage issue is a variance
25 issue. They have to put in an application for a

1 variance and go to a public hearing on it. We
2 can't agree to just give them a sign variance.

3 COUNCILMAN SCHAFFER: That is contract
4 zoning.

5 MS. BOUTSIS: Now, if you want, I can say
6 as part of this hearing, they can do a variance
7 hearing, but I don't think you want to do that. I
8 think you want to leave it separate and move on.
9 Yes?

10 MAYOR STANCZYK: You wouldn't want that
11 contingent on --

12 COUNCILMAN SCHAFFER: You can't approve a
13 picture that we have got in here. We got to go
14 through a variance.

15 MS. BOUTSIS: Good news. The last two
16 numbers, all about money.

17 COUNCILMAN SCHAFFER: What is the cost of
18 this project? I heard 25 million.

19 MS. BOUTSIS: On the site plan itself, it
20 doesn't give that valuation. They don't put a
21 valuation until they get a building permit.
22 Mr. Silva has estimated it to at least 25 million.

23 COUNCILMAN SCHAFFER: If we use
24 25 million, what would Arts in Public Places -- if
25 we gave a break with Arts in Public Places?

1 MS. BOUTSIS: Art in Public Places, they
2 would be doing it on their property as one and a
3 quarter percent.

4 COUNCILMAN SCHAFFER: So one and a
5 quarter percent of 25 million.

6 MS. BOUTSIS: I don't do math.

7 COUNCILMAN SCHAFFER: Calculator there.

8 VICE MAYOR DUBOIS: 312,500.

9 COUNCILMAN SCHAFFER: Okay. 312,5-.

10 COUNCILMAN FIORE: 312,000?

11 COUNCILMAN SCHAFFER: \$312,000 would be
12 the break if we were to remove AIPP.

13 MS. BOUTSIS: Just so you know, if we did
14 change on AIPP, we might have to make a
15 modification on the ordinance to allow this kind
16 of thing. There are some abilities to waive, but
17 settlement isn't necessarily one of them. We may
18 want to check that.

19 MR. WILLIAMS: You already considered
20 changes --

21 COUNCILMAN SCHAFFER: There is -- I am not
22 saying that is what we are doing. I am just
23 throwing out ideas. They are looking at 350- in
24 cash and 500- in credits.

25 MS. BOUTSIS: I believe, in my opinion,

1 you can counteroffer with something less than this
2 number.

3 VICE MAYOR DUBOIS: Say that again.

4 MS. BOUTSIS: I believe you can counter
5 with a number less than what they have here.

6 VICE MAYOR DUBOIS: I know we can.

7 MS. BOUTSIS: Successfully.

8 COUNCILMAN SCHAFFER: If we decide that we
9 are looking at -- you know, the 350- is pretty
10 much covered by the AIPP, right?

11 MR. WILLIAMS: Why not consider this? Can
12 you give them a one time -- would you consider
13 giving them a one-time exemption from AIPP
14 participation?

15 VICE MAYOR DUBOIS: What do you mean by
16 one time?

17 MS. BOUTSIS: I need to put some language
18 in words. I can't waive the provision.

19 MR. WILLIAMS: Cannot waive it? I meant
20 until the extent of the project.

21 COUNCILMAN SCHAFFER: The 500- can be
22 picked up in credits, could it not? In credits,
23 meaning reduction in permitting fees?

24 MR. WILLIAMS: Not from my side. I know I
25 don't have a vote, but I'm adamant against that.

1 COUNCILMAN SCHAFFER: They want 350- in
2 cash.

3 MR. WILLIAMS: That's real money.

4 COUNCILMAN SCHAFFER: They want a half
5 million in credits.

6 MR. WILLIAMS: That's what I'm saying.
7 Building fees are real money. It's a supplemental
8 revenue source.

9 MAYOR STANCZYK: It only gets used. It's
10 only used for itself.

11 COUNCILMAN SCHAFFER: They are looking at
12 850- in total. We can get a break of 350- with
13 the AIPP.

14 MR. WILLIAMS: -- clearer, because we give
15 the option of putting in place art and/or
16 contributing to the fund.

17 VICE MAYOR DUBOIS: What I meant was, I
18 agree with the AIPP part of it. The reality is on
19 the building, permitting side, yes, it's not free
20 money, but it's also not 100 percent of the amount
21 because it's incremental work for a department
22 that has an excess capacity to do some of it.
23 It's not like you are going to have to hire
24 \$500,000 worth of additional staff.

25 MS. BOUTSIS: We are talking over time,

1 too. So it's not something --

2 MR. WILLIAMS: This is a balanced
3 enterprise fund. Either you raise the revenue or
4 you contribute --

5 VICE MAYOR DUBOIS: If we, basically, have
6 a charge to the settlement agreement of 500,000
7 and then credit 500,000 into the building
8 department over time for the cost of the permits.

9 MR. WILLIAMS: Got you.

10 COUNCILMAN SCHAFFER: So it would be -- if
11 we agree to the \$850,000, and I am not saying that
12 is what we are doing. First I am doing the
13 numbers. AIPP can pick up 350- of it.

14 VICE MAYOR DUBOIS: 312,500.

15 COUNCILMAN SCHAFFER: Well, all right.
16 And the balance. It could be more if their cost
17 is above 25 million. He said it's at least
18 25 million. Could be more. But for easy
19 purposes, there would be \$500,000 that would be
20 required of us in the form of --

21 MR. WILLIAMS: A combination between the
22 Village and --

23 COUNCILMAN SCHAFFER: -- writing a check.
24 They want 350- in cash. That is not credits.
25 They want 350- in cash and 500- in credits. We

1 can eat up the credits. Except for -- all the
2 \$250,000 could be AIPP and the credits, right? If
3 the credits are \$500,000, if AIPP is 350-.

4 VICE MAYOR DUBOIS: I think the way to
5 look at is, for the sake of the settlement
6 agreement, this is an \$850,000 cash settlement
7 agreement. We are moving money on our balance
8 sheet around so that there's no cash outlay for a
9 lot of it. Okay.

10 COUNCILMAN SCHAFFER: No. There is cash
11 outlay.

12 VICE MAYOR DUBOIS: It is an \$850,000 cash
13 settlement is what it is. Just we get to pay over
14 time, and we get to apply it and use our resources
15 to pay cash over time. You have to look at it
16 like an \$850,000 settlement, which affects the
17 budget. How much is the League of City's
18 insurance going to kick in on this?

19 MR. HOCHMAN: They said so far the number
20 we talked about the last time.

21 VICE MAYOR DUBOIS: One hundred-?

22 MR. HOCHMAN: They said fifty-.

23 VICE MAYOR DUBOIS: I think we are going
24 to get 100-.

25 VICE MAYOR DUBOIS: Twenty-five- is the

1 deductible?

2 MS. BOUTSIS: No, we have no deductible.

3 COUNCILMAN SCHAFFER: In here it says they
4 want 350- in cash, 500- in credits.

5 VICE MAYOR DUBOIS: I understand. I
6 understand. On our balance sheet, it's going to
7 be an \$850,000 settlement charge, the year that we
8 sign the agreement.

9 MS. BOUTSIS: I just want to point this
10 out. Minus 50,000 from the League that they are
11 willing to come to the table. Just so you
12 understand, if you want to put a condition, should
13 you entertain this concept as to building, maybe
14 500- or 200,000, whatever the number is, over
15 certain number of years, not necessarily all in
16 one year.

17 COUNCILMAN SCHAFFER: Right.

18 MS. BOUTSIS: Because it's a big
19 percentage. Make sure it's a percentage, so it
20 never hits more than 20,000 a year or something.
21 Whatever the number is.

22 MAYOR STANCZYK: All right. And you had
23 suggested that we offer a different cash number,
24 and I think we need to discuss that. We haven't
25 discussed any less than 350-.

1 MS. BOUTSIS: What numbers are you looking
2 at?

3 VICE MAYOR DUBOIS: Let's say 50- and hand
4 that to them for the cash portion, and we pick up
5 the 500- credit portion.

6 MR. HOCHMAN: Also, there may be an
7 idea -- I don't know if the credit portion works,
8 but if you stay behind them where they are always
9 complying and you are rewarding them next year,
10 you have a little bit more leverage on them if you
11 can pay them one year late or make sure that when
12 they don't, there's always this issue of you
13 haven't complied, we are not going to pay you.

14 Sure, you are still going to fight over
15 it, but you still told on to the cash, and the
16 cash is the incentive to comply. I'm not sure the
17 credits are, but at least you always have a carrot
18 in your hand to say comply so I can give you your
19 check. Rather than --

20 MR. WILLIAMS: What are the conditions?

21 MR. HOCHMAN: Whatever it is. Their
22 building, their portables, all that stuff.

23 VICE MAYOR DUBOIS: Why don't we just
24 issue them code enforcement violations?

25 MR. HOCHMAN: That's a stick, and sticks

1 aren't sometimes as effective as carrots.

2 VICE MAYOR DUBOIS: I think they are both
3 sticks, actually.

4 Let's try to pick the number.

5 COUNCILMAN SCHAFFER: As opposed to 850-?

6 VICE MAYOR DUBOIS: Yes. I will throw out
7 50- for the cash portion and 500- for the credit
8 portion.

9 MS. BOUTSIS: Understand, if it's 50-, are
10 you paying -- is the League paying them or are
11 they splitting it half and half? I want to make
12 sure of this.

13 MR. HOCHMAN: The League has indicated
14 they will -- if this case is going to get
15 resolved, they will fund the settlement. And they
16 said the settlement, they would fund it \$50,000.
17 I think that is the number to try to take away.

18 VICE MAYOR DUBOIS: One hundred percent
19 their money.

20 MS. BOUTSIS: Okay. I just want to make
21 sure.

22 MR. WILLIAMS: You said 50-, flat 50-, not
23 up to 50-?

24 MR. HOCHMAN: What I am saying, if the
25 case gets totally resolved, the League will fund

1 \$50,000 for the settlement.

2 MR. WILLIAMS: Got you.

3 COUNCILWOMAN LINDSAY: I believe I heard
4 you say -- and I don't know whether the court
5 reporter heard you -- that they believe that is
6 what it would cost to take the case to court.

7 MR. HOCHMAN: Their method of trying to
8 resolve the case is, like any insurance company or
9 insurance provider, is what is our risk? What do
10 you think it's going to cost to try the case?
11 What do we think that our chances of success are
12 of prevailing? The way they have done their
13 numbers -- I can't speak for the League. I
14 represent you. I don't represent the Florida
15 League of Cities.

16 But I have gone to them and said, I would
17 like to get some settlement authority. And they
18 indicated to me that if this case can get
19 resolved, they will fund \$50,000 in cash towards
20 the settlement.

21 COUNCILWOMAN LINDSAY: And they think
22 their chance of being successful in court is?

23 MR. HOCHMAN: Very high.

24 COUNCILWOMAN LINDSAY: Very high. Thank
25 you.

1 MS. BOUTSIS: I want to be clear. They
2 are also saying that the fees that they are
3 talking about would not include, if we had a
4 settlement, the cost associated with having the
5 new hearing, any review plans. That is another
6 additional cost that we would be eating.

7 COUNCILWOMAN LINDSAY: What do you think
8 that amounts to?

9 MS. BOUTSIS: If you see the asterisk, any
10 fees associated with the resubmission at the site
11 plan will be waived and not included in the
12 \$500,000 credit.

13 VICE MAYOR DUBOIS: That is what we did
14 for the Development.

15 MS. BOUTSIS: Big difference.

16 VICE MAYOR DUBOIS: Why?

17 MS. BOUTSIS: Because they were redoing
18 their plan to include traffic and everything else.
19 A charter school is exempt from traffic
20 considerations. It's a big difference in those
21 sense. That and advertising, and it's 22,500
22 square feet. But other than that --

23 Actually, it's not that big. I take it
24 back. It's not that big. But are you willing to
25 do that?

1 COUNCILMAN SCHAFFER: What is the number
2 you think -- what is the number for resubmission?

3 MS. BOUTSIS: I think the filing fee is
4 about 3- or \$4,000, and the mailer is probably a
5 couple thousand or two.

6 MR. WILLIAMS: Yes.

7 COUNCILMAN SCHAFFER: Five grand.

8 MR. WILLIAMS: Yes, I think five.

9 MS. BOUTSIS: And staff time, whatever
10 that is.

11 MR. WILLIAMS: I think five would be a
12 reasonable number.

13 COUNCILMAN SCHAFFER: Okay. So they are
14 looking for 350- in cash, 500,000 in credit, and
15 another 5-, 6,000 in waivers, which are more
16 credits.

17 MR. WILLIAMS: I want to go back to the
18 vice mayor and my little dialogue. Let's be
19 clear. Credits, that is money.

20 COUNCILMAN SCHAFFER: No. It shows coming
21 out of the --

22 MR. WILLIAMS: I just want to be clear.

23 MAYOR STANCZYK: Do we need to put a
24 clause in there regarding the term of the project?
25 So that we are not pulling out \$500,000 worth of

1 fees in a minute.

2 VICE MAYOR DUBOIS: No.

3 COUNCILWOMAN LINDSAY: It's up to their
4 discretion.

5 VICE MAYOR DUBOIS: The longer it takes
6 them, the less overhead they have with their
7 zoning department. Business as usual.

8 MAYOR STANCZYK: I get that. That is my
9 point.

10 MR. WILLIAMS: I think I certainly would
11 support the mayor's idea on that, whether or not
12 we can lock in the number or not. Fifteen years
13 from now, who is going to be in court fighting
14 over this credit?

15 I guess I'm being a little light with
16 that. But the point of the matter is, it needs to
17 have parameters and arms around it, so that we
18 don't have, in all honesty, ten years from now
19 somebody is in court fighting over \$25,000 in
20 credits.

21 MS. BOUTSIS: Put it this way. If you are
22 going to concede to the AIPP, and you basically
23 talk about 200- there, then we have to be able to
24 track the 300- if you are going to give them 500-.

25 VICE MAYOR DUBOIS: The mayor is

1 suggesting that we cap the period of time when
2 they can --

3 MAYOR STANCZYK: No.

4 VICE MAYOR DUBOIS: -- take advantage?

5 MAYOR STANCZYK: I think that they need to
6 have a limit per year. So it's like 20,000 per
7 year that they are able to use up. Something like
8 that. So that it's extended over a period of
9 time, so that we are not out 500,000 out of an
10 enterprise fund day one.

11 VICE MAYOR DUBOIS: We are not going to
12 get a penny out of the enterprise fund.

13 MAYOR STANCZYK: I understand that. What
14 I am saying is schedule it out. We need to have
15 some kind of schedule.

16 VICE MAYOR DUBOIS: You want to limit the
17 amount they can charge against the credit each
18 year; is that what you are saying?

19 MS. BOUTSIS: Yes. I think that is what
20 she is saying.

21 VICE MAYOR DUBOIS: That is hard to do,
22 because until we know what the aggregate value of
23 the project is, we don't know how much is going to
24 be in the AIPP credit, and then the balance would
25 be the credits for the --

1 MS. BOUTSIS: This is all an estimation
2 from you.

3 MR. WILLIAMS: Let's be definitive. In
4 our calendar, let's lock in the numbers. We will
5 give you up to \$100,000 in AIPP and up to 200,000
6 over five years for -- let's just get real
7 specific.

8 MAYOR STANCZYK: Keep in mind that there's
9 a schedule, a building schedule and completion
10 schedule, in addition of students. Is there some
11 way to parallel that? Is there something Desmond
12 could work on that would create a schedule of
13 credit?

14 MR. WILLIAMS: Well, yes. We can do any
15 kind of projections, but it's going to be based on
16 their revenue, their ability to add. That is why
17 I am proposing that we take the offensive, and
18 recommend a specific schedule and an up to an
19 amount, a maximum of a certain amount.

20 MAYOR STANCZYK: Each year for the life of
21 the project, which is like what? Twenty years?

22 COUNCILMAN SCHAFFER: Whatever it is.

23 MR. WILLIAMS: I don't know if we have to
24 even go to the life of the project. Let's say ten
25 years.

1 MAYOR STANCZYK: I am trying not to get
2 too much money out each year. I am trying to
3 spread it out, so that it's not 20. It's 10.

4 MR. WILLIAMS: I understand. If we
5 collapse that possibility into something that is
6 manageable, then we can budget ten years at
7 10,000, or whatever that number is, and then we
8 know what we are doing each year. It's almost
9 like debt service.

10 MAYOR STANCZYK: Well, it becomes less
11 painful.

12 MR. WILLIAMS: Yes. And it's clear.

13 COUNCILMAN FIORE: Can I ask a question?
14 So they want 350,000 in cash. We are only going
15 to give them 50,000 in cash, right?

16 COUNCILMAN SCHAFFER: That was one of the
17 ideas.

18 COUNCILMAN FIORE: We are offering 50,000
19 in cash. This is an idea?

20 MR. WILLIAMS: That is a proposal.

21 COUNCILMAN FIORE: If the credits are like
22 money, then basically, we are allowing them to
23 build everything without any fees, right?

24 MAYOR STANCZYK: No. With a credit toward
25 the fees, so that they will eventually pay fees.

1 MR. WILLIAMS: Yes. Because we have to
2 move that money over. We have to balance sheet --

3 VICE MAYOR DUBOIS: Without understanding
4 the mechanics, it's going to be hard to figure it
5 out. My opinion is the way the mechanics will
6 have to work on the financial side is, we are
7 going to immediately, after the settlement is
8 agreed, take \$500,000 out of the unrestricted
9 general fund reserve and move it into a special
10 reserve fund. Okay?

11 MAYOR STANCZYK: Why would we have to move
12 500,000? AIPP is money that doesn't exist on the
13 books. It's money that would be collected by them
14 to be used by them on the interior of their
15 property.

16 VICE MAYOR DUBOIS: It's a credit
17 transfer.

18 MR. WILLIAMS: It would be a credit
19 transfer.

20 VICE MAYOR DUBOIS: If the council decides
21 in the future, for example, that they are actually
22 not required to do AIPP, it would just be a
23 balance sheet moved back from the special reserved
24 fund into the general fund at the time when that
25 policy change was made. From an accounting point

1 of view, that is the way it would have to be done.

2 Then over time, just like we have special
3 fund reserve right now for projects that haven't
4 been done yet, it would sit there until it were
5 used, and moved into the enterprise fund as the
6 permit fees were generated.

7 MAYOR STANCZYK: Are you talking about
8 AIPP or are you talking about permits?

9 VICE MAYOR DUBOIS: Both.

10 MAYOR STANCZYK: AIPP -- and I dispute
11 this. AIPP only exists as an expenditure and
12 income created by the person who is paying it. If
13 they don't have to pay it, then it's never an
14 expenditure. It's really just in the air. So
15 there is no need to move a penny, and I will
16 challenge you to give me an opinion from Desmond
17 that we need to set up a fund that funds AIPP for
18 money we will never have received, because they
19 were never going to pay us.

20 VICE MAYOR DUBOIS: It's an accounting
21 issue.

22 MAYOR STANCZYK: No. I am sorry. It's
23 not an accounting issue. It's a policy issue.
24 Because what you have done is you have then
25 allocated money that never needed to be allocated

1 to a number that never needed to be segregated.

2 VICE MAYOR DUBOIS: That is the point is
3 that we wouldn't -- there would be a \$500,000
4 special fund reserve set up for settlement, which
5 would be used for credits and/or AIPP.

6 MAYOR STANCZYK: But it doesn't need to
7 be. What you have set is you have set a policy
8 that --

9 MR. WILLIAMS: We will properly handle the
10 accounting.

11 VICE MAYOR DUBOIS: The point is clear.
12 Even the fact that we argued over it emphasized
13 the point that then to try to figure out from
14 there, how and when that money moves into the
15 other accounts may be a little difficult to figure
16 out.

17 So my suggestion is we let the accountants
18 figure it out, and we just agree to the 500-
19 without trying to define the time. Because if the
20 school wants to do 60 percent of their
21 construction in the first two years, they are
22 entitled to use 60 percent of --

23 MAYOR STANCZYK: That was my point about
24 the schedule, that the manager will create a
25 schedule that shows how the credits will be used.

1 MR. WILLIAMS: There's some accounting
2 that needs to happen. But I think the maximum
3 amount up to allows the flexibility. I just don't
4 want those folks that follow us 15 years from now,
5 when that school is 75 percent done, trying to
6 sort through how all of this happened.

7 VICE MAYOR DUBOIS: This has to be done
8 within ten years. Put a cap on the time frame.
9 Use or lose within ten years.

10 MR. WILLIAMS: And annualize it to your
11 point, Mayor, so we can plan for it.

12 MAYOR STANCZYK: I am not sure I want to
13 do a use or lose, because that forces them to do
14 something that -- you know, tough times could
15 come. I don't know what could come. But I would
16 never want to put somebody in a position to say
17 they have made a settlement, and now they are
18 pushed to the pull and they have got to do
19 something that maybe they are not prepared to do.

20 VICE MAYOR DUBOIS: Well, Ron just asked
21 for that.

22 MAYOR STANCZYK: I want a schedule so that
23 it's scheduled out, but not use it or lose it.

24 VICE MAYOR DUBOIS: A schedule is not
25 going to work.

1 COUNCILMAN FIORE: Okay. But we don't
2 know when they are going to start building.

3 COUNCILWOMAN LINDSAY: That is the
4 problem.

5 MR. WILLIAMS: We will have to get the
6 mechanics of this --

7 VICE MAYOR DUBOIS: Let's just agree to
8 the numbers and deal with it. Let staff deal
9 with --

10 MR. WILLIAMS: The accounting, and Desmond
11 and the audit team will get it working.

12 MAYOR STANCZYK: Are we on a consensus on
13 a number?

14 VICE MAYOR DUBOIS: Fifty- and 500-.
15 Fifty- cash and 500- credits.

16 COUNCILMAN FIORE: I thought it was 850-.

17 COUNCILMAN SCHAFFER: That is what they
18 asked for. He is saying we counter 50,000 cash
19 and 500- in credits.

20 COUNCILMAN FIORE: And the credits are
21 like cash.

22 MAYOR STANCZYK: Ultimately, over time,
23 they would be.

24 COUNCILMAN FIORE: Not like. Hard cash.
25 Over time.

1 MAYOR STANCZYK: They are not cash given
2 out. It's lack of income coming in.

3 COUNCILMAN SCHAFFER: It's a lost
4 opportunity cause.

5 MR. WILLIAMS: I want everybody to be
6 clear that that is actual money.

7 VICE MAYOR DUBOIS: That is going to get
8 moved into the -- I just want everybody to
9 understand that. That has to be accounted for.

10 COUNCILMAN FIORE: They want 350,000 in
11 cash and 500,000 in credits?

12 VICE MAYOR DUBOIS: Correct. We are
13 countering that.

14 COUNCILMAN FIORE: We are offering 50,000
15 in cash and 500,000 in credits.

16 VICE MAYOR DUBOIS: And the 50,000 will
17 come from --

18 COUNCILMAN SCHAFFER: And giving them a
19 break on -- and waiving the resubmission fees.

20 MR. HOCHMAN: Plus the sidewalk, the berm,
21 all those other non-cash --

22 COUNCILMAN SCHAFFER: That is why we are
23 reducing it.

24 MAYOR STANCZYK: Can we account for them?

25 MR. HOCHMAN: You don't need to. My point

1 is that in the counteroffer, what you are doing is
2 you are saying, we are giving you less cash. Just
3 like they did, where they abandoned the mediation.
4 What we are saying back to them is, we are going
5 to give you a lot of accommodations, more than
6 actually were agreed to at mediation, and there's
7 a theoretical number for all that, and this is how
8 we calculated it out.

9 MAYOR STANCZYK: Do you think that the
10 berm and the sidewalk and all that would
11 accommodate more than the 350- they asked for? I
12 think it would eat into some of these credits, and
13 maybe we need to account for that.

14 COUNCILMAN SCHAFFER: They said the berm
15 is \$350,000.

16 MS. BOUTSIS: I think those numbers -- we
17 have already assumed those numbers.

18 COUNCILWOMAN LINDSAY: One number that I
19 don't think that we have considered is the
20 ten feet -- I can't remember the length of that
21 parcel on both sides. It's a considerable amount
22 of land that we give back to them, that they will
23 be able to use. I don't think that has been
24 calculated.

25 COUNCILMAN SCHAFFER: We can also throw

1 back on the other side, when we talk about
2 negotiations, is that what they put before us was
3 the removal of a lot of these items, with this
4 dollar value. We are coming back and saying,
5 well, listen, we are giving you these breaks. But
6 they are saying, no, we said we want all of this
7 gone, except for these issues.

8 And again, it may not be a real strong
9 argument, saying look at what we are giving you
10 when they are saying no, remember, we -- start
11 over. We just gave you a whole -- we are not
12 listening to mediation. It's a start over.

13 MS. BOUTSIS: Worst-case scenario, they
14 can give us a counteroffer.

15 MR. WILLIAMS: Let me ask vice mayor a
16 question. Why are you not considering a count on
17 your proposal? Why are you not considering a
18 lower counter on the credits?

19 VICE MAYOR DUBOIS: Because we are
20 whacking an \$850,000 offer to a \$550,000 offer
21 that, depending on what these are applied to -- as
22 the mayor said, if they are applied to Art in
23 Public Places --

24 MR. WILLIAMS: From a strategy standpoint
25 here, if they are asking for 500- --

1 VICE MAYOR DUBOIS: To get this thing
2 settled.

3 COUNCILMAN FIORE: My question is, I don't
4 know what everyone else wants to do. But I would
5 like to see a number, as Attorney Hochman just
6 said, whatever this theor -- what is the word you
7 used, sir?

8 MR. HOCHMAN: Theoretical.

9 COUNCILMAN FIORE: That is it.
10 Theoretical number, you know, value of these other
11 items. Because we are going to have to present
12 this to the public at settlement, and that is a
13 big issue.

14 VICE MAYOR DUBOIS: We are not going to be
15 talking about theoretical numbers of 22 different
16 items. I think we should talk about this and what
17 we counter-proposed.

18 COUNCILMAN FIORE: I disagree. I think we
19 need a number.

20 MAYOR STANCZYK: I do think that Patrick
21 has a good point and the manager has a point.
22 That we have not really investigated the credit
23 number in terms of biting back with the items that
24 we have given them, and we need to do that.

25 MS. BOUTSIS: I'm sorry, Mayor. I tried

1 to start doing that. I am going to need to hire a
2 whole bunch of experts. There is no way I can do
3 this stuff. Forget about my math skills.

4 Figuring out what kind of sound system that would
5 then be ADA compliant, I went on to the internet
6 and I had no concept of any of these things. We
7 need to hire -- that could be a \$300,000 system
8 and I wouldn't know it.

9 MAYOR STANCZYK: Let me say this. They
10 want a sound system. They are going to buy a
11 sound system anyway. What we just told them is to
12 make sure it's compliant. That is all. They are
13 going to buy a sound system.

14 MS. BOUTSIS: You are missing the point.
15 It's on the ADA stuff.

16 MAYOR STANCZYK: I understand. But they
17 are going to buy a sound system anyway. Don't
18 worry about that. That's not a big deal. We are
19 trying to make them compliant, when in the past
20 they have not appeared to be compliant.

21 MS. BOUTSIS: No, ma'am. I am talking
22 about the cost savings. You were asking for cost
23 savings and doing that analysis. I am telling you
24 I can't do that analysis. You have to hire
25 frickin experts to look at the plans and say how

1 do you put in ADA buildings for deaf people, all
2 the way up a three-story building, across 75 by
3 25 acres, and how much is that. I can't give you
4 that analysis. That is all I am saying.

5 VICE MAYOR DUBOIS: Can we go ahead and
6 vote on this?

7 MS. BOUTSIS: Fifty- and 500-, yes? That
8 is what we are voting on?

9 VICE MAYOR DUBOIS: That is my suggestion.

10 COUNCILMAN SCHAFFER: Anybody got any
11 other proposal?

12 MS. BOUTSIS: How about we get a consensus
13 on his proposal first before we get any more
14 proposals?

15 MAYOR STANCZYK: The only problem with
16 that is if we do that, then we are done.

17 MS. BOUTSIS: Then you take another
18 proposal.

19 MAYOR STANCZYK: I would rather start low
20 and move up high. I think that is usually which
21 way you go.

22 MS. BOUTSIS: I don't think you go too
23 low. We just wasted six hours if we go 100,000 or
24 lower.

25 MAYOR STANCZYK: I understand that. I am

1 not suggesting, because I would like to settle
2 this. But I also know that when someone gives an
3 offer of \$500,000 in credits, that's maybe not
4 what they expect to get. And while we have
5 dropped them down on cash, I do think the things
6 that we have taken away have value.

7 And I think that, for instance,
8 Councilwoman Lindsay's suggestion about the
9 ten feet on the acreage is substantial money,
10 because they have complained during a hearing that
11 they considered that a very huge expense by having
12 that buffer, and I think that needs to be combined
13 into the credits.

14 MR. HOCHMAN: What would your number be,
15 then?

16 MAYOR STANCZYK: I don't know what the
17 square footage is, but there was a value that was
18 assigned to the acreage that they felt that they
19 were losing.

20 MR. HOCHMAN: I understand. But in terms
21 of a counteroffer, what do you want to give
22 them -- offer back as credit?

23 MAYOR STANCZYK: Four hundred-.

24 MR. HOCHMAN: Do you want to even go lower
25 than that anybody?

1 COUNCILWOMAN LINDSAY: I do. Fifty- and
2 300-.

3 MR. HOCHMAN: Anybody else?

4 MAYOR STANCZYK: I just don't remember the
5 number that they suggested, but it was a very
6 large number.

7 MR. HOCHMAN: Any other number ideas on
8 that --

9 COUNCILMAN SCHAFFER: Here is my -- my gut
10 feeling on this is they threw this out on the
11 table, the current offer that they put on the
12 table, and we have modified their current offer.
13 Everything else in the past, I don't know is
14 relevant. We modified their offer, which was
15 removing these conditions and all the other stuff,
16 plus this 350-, 500-.

17 I just don't think there's any room -- or
18 there's any reason to discuss all the breaks that
19 we are giving them, based on what has happened in
20 the past. I really think that is a start, and we
21 have got to look at it this way, and say, okay.
22 Otherwise, my feeling is if we come back and we
23 offer very small amounts of money, they are going
24 to look at this and go, didn't you read my
25 proposal? I wanted this. This is what we asked

1 for.

2 MS. BOUTSIS: What number do you --

3 COUNCILMAN SCHAFFER: Again, let me --

4 this is what they want. And then we end back up
5 where we started. I think the number is closer to
6 maybe the 50- to the 500-. I think it's
7 considering what they were looking for in
8 perceivably money in the past, which they were up
9 in the two and a half million dollar, something
10 less than two and a half million dollars.

11 I mean, a half a million dollars is a heck
12 of a lot less. And their offer of 850- is a heck
13 of a lot less. They have come off of their number
14 quite a bit. From the two and a half million or
15 something less.

16 VICE MAYOR DUBOIS: I would like to hear
17 the manager's position.

18 COUNCILMAN SCHAFFER: That is where my gut
19 feeling on it is.

20 MR. WILLIAMS: My thought would be -- none
21 of us know exactly. My thought would be a
22 different mix. My thought would be to put a
23 little more cash in the game and reduce the
24 credits. Because I think that cash is important
25 in terms of settling this. If we are at 550-, I

1 think something like 200- cash and 300- credit
2 might move the bar a little bit further. Just
3 my --

4 I think a little more cash on the table,
5 reduce the credit. We are still at the five-ish
6 range, and the AIPP may even almost cover that.
7 Get a couple hundred thousand dollars in the game.
8 I think 150- from us if the League is firm on
9 their 50-.

10 VICE MAYOR DUBOIS: The money is fundable
11 for them. They are not going to care whether it's
12 cash or credits. It's somewhat of a timing issue.
13 They got to lay the money out either way. The
14 issue for us is if we do 50- and 500-, or whatever
15 the credit amount is, they're paying the 50-. We
16 don't write a single check to these people.

17 MR. WILLIAMS: John, you start with your
18 low bid. Don't we all believe that there's an
19 attorney sitting out there on contingency trying
20 to get some cash to leave? Don't we all believe
21 that?

22 MS. BOUTSIS: Yes.

23 VICE MAYOR DUBOIS: It's going to be a
24 percentage of the settlement, whether it's cash or
25 credits, that the school is going to pay for. So

1 you are saying you would rather --

2 MR. WILLIAMS: But that's deferred. The
3 credits are all deferred. I am -- in an effort to
4 move the bar, we are still at your number of
5 five-ish, 550-, 500-, and go low on the credits
6 and put a couple hundred thousand dollars on the
7 table and try to get this done.

8 VICE MAYOR DUBOIS: I don't want to pay
9 them any cash.

10 MR. WILLIAMS: I understand. I know you
11 don't.

12 COUNCILMAN SCHAFFER: That is a good
13 question. Is the guy that has been working on
14 contingency going to say -- be a troublesome issue
15 on this because of his own desire to get a check?

16 MS. BOUTSIS: That rumor has been out
17 there forever.

18 COUNCILMAN SCHAFFER: That may not be
19 real. He may -- we don't know what his deal is
20 with them. That is not part of our --

21 MR. WILLIAMS: We know there's a
22 contingency deal.

23 MS. BOUTSIS: I know that for a fact that
24 there is one.

25 COUNCILMAN SCHAFFER: There is a

1 contingency deal. But the fact behind it is he
2 may get compensated on a settlement that says,
3 okay, 550-, and he gets whatever percentage of
4 550-. They just got to stroke him a check. We
5 don't know what that is.

6 VICE MAYOR DUBOIS: This 50- and 500- is
7 better for us, worse for them. If they don't like
8 it, and they have got to pay the contingency fee
9 to their attorney, let them come back and say
10 200-, 350-.

11 MAYOR STANCZYK: I agree with that.

12 MR. WILLIAMS: You are trying to move it
13 forward.

14 VICE MAYOR DUBOIS: I am trying to move it
15 forward. And I would love to be able to --

16 MAYOR STANCZYK: You are also trying to
17 say it's a no-cash deal, and that is always a
18 better deal. That is basic.

19 MR. HOCHMAN: Just to add one more
20 consideration. If they would go away for two- and
21 two-, you save 100 grand, but you structure it in
22 terms of more cash, is that better to you or is
23 better to you no cash?

24 MAYOR STANCZYK: Let them come back and
25 tell us.

1 COUNCILMAN FIORE: What was their reaction
2 when we offered them the 50,000 the first time?

3 MR. WILLIAMS: They walked out.

4 MAYOR STANCZYK: But they didn't have any
5 credits on the table.

6 COUNCILMAN FIORE: Well, I will agree to
7 make this offer, but I don't think they are going
8 to accept it. If they don't, then I think then we
9 have to go to the next plan, which was the
10 manager's thing, and put more up front. It still
11 comes out to the same if you are telling me cash
12 and credits are the same.

13 VICE MAYOR DUBOIS: You know, at the end
14 of the day, if they really want to get this
15 settlement done, they are going to swallow some
16 pain.

17 MAYOR STANCZYK: That is what settlement
18 is about. Equal pain.

19 VICE MAYOR DUBOIS: They are going to say,
20 you know what? We can spend another two months
21 negotiating a couple of really fine points and 25-
22 or \$50,000 here or there, but it's just not worth
23 it.

24 MAYOR STANCZYK: Well, they're going to
25 spend that much on attorney's fees if they do.

1 MR. WILLIAMS: We have to make the same
2 assessment. We have to look in that same mirror
3 and say how much do we want to be with this at
4 Christmas. Do we want this to be our Christmas
5 present as well?

6 MAYOR STANCZYK: We would like it to be
7 the fall gift.

8 VICE MAYOR DUBOIS: Let's try 50-, 500-.
9 See what happens.

10 MS. BOUTSIS: Do we have a consensus on
11 50-, 500-?

12 VICE MAYOR DUBOIS: Fifty- cash, and the
13 waiver of the resubmission fee.

14 MS. BOUTSIS: Consensus?

15 COUNCILMAN SCHAFFER: Yes.

16 MAYOR STANCZYK: Is that going to work for
17 you, Mr. Manager?

18 MR. WILLIAMS: Is that the --

19 MAYOR STANCZYK: The fee and credit
20 structure.

21 MR. WILLIAMS: We will have to work it
22 out. Technically, it's not a big deal to work it
23 out.

24 MS. BOUTSIS: The details, we can get in a
25 settlement --

1 MR. WILLIAMS: Technically, we can get it
2 worked out. I just --

3 MAYOR STANCZYK: I understand your point.

4 MR. WILLIAMS: I just think if we are
5 going to get this thing done by Thanksgiving,
6 let's --

7 MAYOR STANCZYK: We have already discussed
8 a fall-back possible plan. We have got a business
9 plan on the table that always satisfies me, no
10 cash up front. And I think we have made progress.

11 COUNCILMAN SCHAFFER: Can I ask a question
12 in reference to the other defendants? Where are
13 they in the settlement on --

14 MS. BOUTSIS: They have not been offered
15 this settlement. They don't have this settlement
16 offer.

17 MAYOR STANCZYK: That is one thing that we
18 need to include in here, I believe, is that all --

19 COUNCILMAN SCHAFFER: What is going to
20 happen with them?

21 MS. BOUTSIS: In reality, they are a party
22 defendant. They can make -- structure their own
23 settlements. I would like to believe they were
24 going to get everyone on board, so that based upon
25 the prior discussions where we had mediation, I

1 think we can get everybody on board. But
2 ultimately, if not, they are either dismissed by
3 the plaintiff or the plaintiff keeps on going
4 after them. That is the reality.

5 COUNCILMAN SCHAFFER: That is not going to
6 adversely affect us if -- as a Palmetto Bay, if
7 they agree to what we have here, we move forward,
8 and whatever happens --

9 MS. BOUTSIS: It gives us more support to
10 have a better hearing, I would think, with more
11 support from the community.

12 COUNCILMAN SCHAFFER: Yes. But I am just
13 curious to see --

14 MS. BOUTSIS: Because Palmer Trinity would
15 be buying into it, and hopefully, CCOCI would be
16 buying it.

17 COUNCILMAN SCHAFFER: CCOCI, if they agree
18 to what we are talking about, they are not writing
19 a check. They are not involved in anything.

20 MS. BOUTSIS: That's correct.

21 COUNCILMAN SCHAFFER: From that aspect of
22 it. Palmer Trinity may still want something out
23 of them.

24 VICE MAYOR DUBOIS: That is a good point.

25 COUNCILMAN SCHAFFER: We are writing

1 checks. We are holding the bag on everything.

2 That is okay.

3 MAYOR STANCZYK: We need to add that as a
4 paragraph, that this settlement is inclusive of
5 all lawsuits filed in regard to this Palmer
6 Trinity against all parties.

7 VICE MAYOR DUBOIS: Yes, against all
8 parties.

9 MS. BOUTSIS: I need to clarify one thing,
10 and I don't think we still have a number yet.
11 When I gave you the breakdown, 30 are existing
12 code, 20 are the basic issues, the rest are
13 traffic, all that, there are provisions in here we
14 haven't covered. Okay? They were not disputed
15 previously.

16 I am not trying to go through them and
17 recreate the world here. I am going to change the
18 conditions we talked about, and hand them a
19 proposal. I am not going to be striking
20 everything. I want to make that clear.

21 COUNCILMAN FIORE: Correct.

22 MS. BOUTSIS: Thank you. We don't want to
23 freak out the entire community to see a completely
24 rewritten resolution.

25 MAYOR STANCZYK: And that means that the

1 residents have not agreed to give up all points in
2 the resolution.

3 MS. BOUTSIS: That is what I am saying.

4 MAYOR STANCZYK: I am just restating it.
5 That we also have attempted to include all the
6 parties and defendants in the lawsuit, and to the
7 settlement agreement that all cases will be
8 dismissed against them.

9 MR. WILLIAMS: Is it conditioned upon?

10 MS. BOUTSIS: It's a condition that you
11 are asking for.

12 MAYOR STANCZYK: We are adding that. Now,
13 did we get a consensus on that?

14 COUNCILMAN SCHAFFER: I do not want to
15 think that -- here is my -- I don't think -- if
16 Palmer Trinity says that they do not want to
17 relieve the other parties from being a defendant
18 in this, I still want to be able to move forward.
19 I do not want to be contingent that, oh -- you
20 know, I want --

21 This is Palmetto Bay. The other parties,
22 yes, we would love for them to say, you know
23 something, everybody is off the hook. We will go
24 ahead and agree to that. But if they don't, I
25 don't want that to stop us from moving forward.

1 VICE MAYOR DUBOIS: Are there any
2 distinctions in the claims against others parties
3 against us or are they just joint defendants?

4 MS. BOUTSIS: They are the same --

5 COUNCILMAN SCHAFFER: That is important
6 from my standpoint.

7 COUNCILWOMAN LINDSAY: Let me say for the
8 record, that just because they included the counts
9 doesn't mean they can back them up, and doesn't
10 mean -- it doesn't mean that they have anything.

11 VICE MAYOR DUBOIS: They are different
12 from our counts.

13 COUNCILWOMAN LINDSAY: Yes. The burden of
14 proof is on them. I will tell you right now, in
15 reference to the one against me, it never happened
16 and there's no proof.

17 MS. BOUTSIS: Do you want to put that in
18 and see if they counteroffer? Maybe they will say
19 no and make it exclusive of all suits, but at
20 least put that in for now?

21 MAYOR STANCZYK: I agree to that.

22 MS. BOUTSIS: Anybody else?

23 COUNCILMAN FIORE: Wait. What did you
24 say?

25 MS. BOUTSIS: He does not want that,

1 Patrick.

2 COUNCILMAN FIORE: I don't want that
3 either.

4 COUNCILMAN SCHAFFER: Yes, we would like
5 them, but it's not going to kill our deal.

6 MR. HOCHMAN: Normally, the way you would
7 do it is -- litigations resolve everything at
8 once. You put that in your proposal and if they
9 reject it, then you decide -- remember, you always
10 get a chance at the very end of this thing, when
11 you are up at the dais, whether or not you are
12 going to accept this settlement. You can always
13 say at a public meeting, no. Or you can say, but
14 I will accept this, and cross out whatever it is
15 and then send it back to them. You always have
16 flexibility.

17 MR. WILLIAMS: I think we want to make
18 those decisions before we get to the public
19 meeting.

20 VICE MAYOR DUBOIS: Let me ask. Is there
21 any reason why Palmer Trinity would continue the
22 litigation with the other defendants when they
23 have settled with us?

24 MAYOR STANCZYK: Why wouldn't they?

25 MS. BOUTSIS: There could be a reason. If

1 they think they're going to get a support from the
2 community and the dais, meaning that it's not
3 going to be more litigation and CCOCI or somebody
4 else is going to be out there appealing this
5 hearing, then yes, there's a good chance they
6 would get everybody settled. If they can buy in,
7 that would be their incentive to not have to
8 litigate on any front. And hopefully, get by in
9 the community.

10 MAYOR STANCZYK: So the buy-in would be by
11 expressing that in the settlement offer?

12 MS. BOUTSIS: Possibly.

13 VICE MAYOR DUBOIS: If we were to leave
14 out the other defendants, would that then give
15 them a position to -- the school a position to
16 say, hey, CCOCI, if you get up there and you
17 support us in the proposal that during the
18 settlement agreement that the Village has
19 proposed, we will drop the lawsuit against you,
20 and then ask for public support at the settlement
21 hearing? Can they do that?

22 MS. BOUTSIS: From CCOCI? It makes sense.

23 MR. HOCHMAN: One question to you is,
24 would this transaction maybe go to another
25 quasi-judicial hearing?

1 MS. BOUTSIS: It would first go to a
2 settlement conference, and then it would go to a
3 quasi-judicial, because they are substantially
4 changing the site plan.

5 MR. HOCHMAN: So now, if you are going to
6 another quasi-judicial hearing, there
7 theoretically could be another lawsuit after it
8 gets approved by a neighbor who will be burdened
9 by -- challenge the approval. So if Palmer
10 Trinity wants to avoid the litigation, they would
11 want as wide a possible acceptance. And
12 therefore, they would try to resolve as many
13 people as possible.

14 MAYOR STANCZYK: Then we should include
15 them now, to get the buy-in.

16 COUNCILWOMAN LINDSAY: I think that would
17 be the smart thing to do.

18 MAYOR STANCZYK: That is going to give you
19 the buy-in.

20 VICE MAYOR DUBOIS: Does that mean we have
21 to show them the settlement offer before we give
22 it to the school?

23 MAYOR STANCZYK: No. Because we are doing
24 the settlement. We are only including them as an
25 item.

1 MS. BOUTSIS: It would be a condition of
2 our settlement with Palmer Trinity. At some
3 point, we would have to show them. But I think
4 initially, it should go to Palmer Trinity.

5 Jeff, do you agree?

6 MR. HOCHMAN: What is your question?

7 MS. BOUTSIS: This offer, this
8 counteroffer, do we share it with CCOCI to put in
9 that condition?

10 VICE MAYOR DUBOIS: If we put that
11 condition in.

12 MR. HOCHMAN: It's not required, but the
13 point is if you want the other co-defendant to buy
14 in, you want to keep them in the decision making
15 process. They may say, we don't agree. And then
16 you can say to them, well, we are not going to ask
17 for a dismissal on your behalf.

18 MS. BOUTSIS: I don't think we have to do
19 it now, is the answer. You can do it at some
20 point. You can do it a week from now.

21 MAYOR STANCZYK: I think it's a good idea
22 to do it, though, because that will certainly
23 smooth the way.

24 VICE MAYOR DUBOIS: Yes, if we get
25 everyone to agree.

1 COUNCILMAN SCHAFFER: Are we going to get
2 everybody to agree? That's what I'm not
3 comfortable with. I have a problem with CCOCI
4 agreeing on stuff.

5 MR. HOCHMAN: You can provide incentives
6 for everything.

7 COUNCILWOMAN LINDSAY: I think you should
8 try.

9 COUNCILMAN SCHAFFER: I just don't know.
10 That's what --

11 MAYOR STANCZYK: Shutting them out will
12 make an opposition.

13 MR. WILLIAMS: How will the mechanics of
14 that work, Eve? Because this is a private
15 session. How do we share this private session
16 before it goes to Palmer Trinity?

17 MS. BOUTSIS: If you do a counteroffer,
18 just like Sean Cleary did to us, he did an offer,
19 and it has on here somewhere privileged settlement
20 communication, and you send it to the lawyers.
21 Now, it's their responsibility to keep it
22 confidential.

23 MR. WILLIAMS: You can't send Stan Price
24 our private negotiations here.

25 MS. BOUTSIS: No.

1 MAYOR STANCZYK: Who is the attorney for
2 the other defendant?

3 MS. BOUTSIS: We are doing a counteroffer.
4 A counteroffer.

5 MR. WILLIAMS: I'm sorry. I said the
6 wrong attorney. Tucker Gibbs.

7 MS. BOUTSIS: Theoretically, we could make
8 a counteroffer that goes to two people.

9 COUNCILWOMAN LINDSAY: Why couldn't you do
10 this? Why couldn't you give it to Palmer
11 Trinity's attorney, and leave it to them to talk
12 to the other attorneys involved in the case?

13 VICE MAYOR DUBOIS: How about we just
14 leave that out for now, and then, because it's
15 going to be a negotiation process, we will let Eve
16 handle it with them and discuss what is the
17 resolution with the other defendants and how to
18 work that in.

19 MS. BOUTSIS: Is everybody okay with that?

20 MAYOR STANCZYK: The only problem I have
21 with that is, if then they are kind of mushy on it
22 and we want to put it on later, is that going to
23 knock them down?

24 MS. BOUTSIS: Until you have a public
25 hearing and sign the damn document, everything is

1 still up in the air.

2 MAYOR STANCZYK: I am not trying to put a
3 land mine out there later. I am trying to get the
4 feel for them now.

5 VICE MAYOR DUBOIS: We are settling
6 whether these other people want to or not.

7 MAYOR STANCZYK: I understand that. I am
8 talking about Palmer. I don't want to throw a
9 land mine at them by including this later, that
10 then they say, now you are changing the terms.

11 MS. BOUTSIS: It is my impression from
12 Mr. Price that they do want to settle with
13 everybody. I can't speak about Sean Cleary. What
14 Mr. Price has told me, he wants it all gone.
15 Palmer Trinity wants it all gone.

16 MAYOR STANCZYK: Then why don't we put it
17 on there?

18 MS. BOUTSIS: I can't tell you their mind
19 processes. I can't tell you what Sean Cleary is
20 like. I can only tell you the personal
21 representations made to me by Mr. Price, and
22 whenever I have spoken to Mr. Beamon, they want
23 this done.

24 MAYOR STANCZYK: Okay. Then why don't we
25 include it, so that it doesn't become a later land

1 mine? I think it's a huge term to throw in there
2 after you have gotten the process rolling. That's
3 my fear, is that you then say, here is another
4 thing.

5 VICE MAYOR DUBOIS: That is not what we
6 just said, though. What we said is we will do the
7 settlement agreement. And Eve, when she brings
8 the settlement offer, will explain that we would
9 like them added, and please add the other
10 defendants. If they don't want to, we are
11 settling anyway if they agree to our terms, I
12 think. That is what we are voting on.

13 MAYOR STANCZYK: That is why I am trying
14 to add them, because I don't want to settle
15 without them.

16 VICE MAYOR DUBOIS: It won't be a land
17 mine, though, because they will be advised right
18 up front, that that is our desire.

19 COUNCILMAN SCHAFFER: Let them decide if
20 they want to add --

21 MAYOR STANCZYK: No. We want to add them.
22 We don't want them to add them. They are not
23 going to add them willingly. It's our job to do
24 that.

25 COUNCILMAN SCHAFFER: Why?

1 MAYOR STANCZYK: Because they are a
2 defendant as we are a defendant. They are an
3 intervener. They are opposing the other guy. Why
4 would the opposition add them to a document that
5 we are providing?

6 VICE MAYOR DUBOIS: I just explained that,
7 because they can then say, we will add you if you
8 support this publicly at the settlement agreement,
9 and use it.

10 MAYOR STANCZYK: Will that work,
11 Mr. Hochman, do you think?

12 MR. HOCHMAN: I do think that the general
13 way that litigation gets resolved is everyone gets
14 resolved. There's incentives on both sides. The
15 incentive for Palmer Trinity in this case is to
16 get an approved site plan that does not get
17 appealed. They want to have their building up.
18 They want a school and they want students. The
19 easiest way to get all that is to have everybody
20 in consensus.

21 What is not good for them is to leave a
22 tail on this litigation, which is to settle with
23 you, and then continue litigating and maybe get
24 someone to appeal your approved site plan.

25 VICE MAYOR DUBOIS: That's in their

1 control.

2 MS. BOUTSIS: Are we back to a number?

3 Did we agree?

4 VICE MAYOR DUBOIS: I think we said --

5 COUNCILMAN SCHAFFER: Fifty- plus 500-
6 plus the waiving of the application.

7 MAYOR STANCZYK: I thought we were going
8 to chew on the 500- to get it down, and we were
9 discussing 3- to 400- on the credits.

10 MS. BOUTSIS: Right now we have 50- and
11 500-. Can we go around and get a consensus?
12 Patrick?

13 COUNCILMAN FIORE: What about this AAI,
14 Art in Public Places?

15 MR. WILLIAMS: That is part of the credit.

16 MS. BOUTSIS: That is part of the credit.
17 So are you okay with it?

18 COUNCILMAN FIORE: So it's 50- cash?

19 MS. BOUTSIS: And 500- credit.

20 COUNCILMAN FIORE: And 500,000 credit, and
21 waiving of the fees? I don't think they are going
22 to go for it.

23 COUNCILWOMAN LINDSAY: Councilman Fiore,
24 make sure you realize the vice mayor said that the
25 Art in Public Places had a potential value of

1 325,000. It is up to their discretion to decide
2 which things, the building permit, the inspection
3 fees, fees of other types, or Art in Public
4 Places, they want to apply. So if there's more
5 bang for their buck out of these other things,
6 they are not going to go for the Art in Public
7 Places.

8 MS. BOUTSIS: We are counters --

9 MR. WILLIAMS: The dollars don't change.
10 The only thing that changes is our accounting.

11 COUNCILMAN FIORE: You are telling me the
12 only thing that changes is on the paper? What
13 column do you put it in?

14 MR. WILLIAMS: Correct.

15 MAYOR STANCZYK: Except that Art in Public
16 Places is something that would never have hit the
17 Village. It's something they would spend under
18 the authority required by the Village, they would
19 have spent for something on their property.
20 Basically, the money would not have seen the
21 Village. The permit fees, however, would.

22 MR. WILLIAMS: I am with you on that. But
23 remember, when I asked Eve the question, we cannot
24 make a blanket exemption. So on the books, you
25 have to show that.

1 MAYOR STANCZYK: That is fine. But what I
2 am saying is the true cash comes out of building
3 and permit.

4 MR. WILLIAMS: Out-the-door cash.

5 MAYOR STANCZYK: That's what I am trying
6 to say is, can we not limit the direction in which
7 they go?

8 MS. BOUTSIS: I assumed it's just a total
9 of 500,000, not necessarily their discretion.

10 MR. WILLIAMS: The number doesn't change.

11 MAYOR STANCZYK: What we are discussing,
12 the number over here. But here we are trying to
13 limit the account to which it's applied, and I
14 think that we would like to start with Art in
15 Public Places, and let them use their credit on
16 that.

17 MS. BOUTSIS: I think we are all on the
18 same page on that, Mayor. We will get there.

19 COUNCILMAN FIORE: One last question
20 before I decide this. How soon can you get this
21 written up and how soon can it be given to Palmer
22 Trinity's attorneys? That is a big issue for me.
23 I will tell everybody why. Because of the meeting
24 we just came out of. And I hope you remember
25 that. Speed is of the essence.

1 MS. BOUTSIS: Okay.

2 COUNCILMAN FIORE: Don't let me start,
3 because I can go back to three years ago. I
4 didn't do that in the last two hours. Go ahead.

5 MS. BOUTSIS: The answer is I will call
6 Stan Price at some point tomorrow. Obviously,
7 it's going to take a little time to write, and I
8 think Mr. Hochman and I should be doing this
9 together. So it shouldn't be something that
10 should be hasty, but I should call Mr. Price and
11 let him know that we are coming with a
12 counteroffer.

13 COUNCILMAN FIORE: I am not saying
14 tomorrow.

15 MS. BOUTSIS: I have never delayed on
16 anything. I don't see why this will be delayed.
17 Jeff, what do you think?

18 COUNCILMAN FIORE: Time is of the essence
19 here, after eight years.

20 MR. HOCHMAN: I would say Wednesday.

21 VICE MAYOR DUBOIS: It's actually Thursday
22 now. We just left Wednesday.

23 MS. BOUTSIS: By Tuesday, I will have it
24 to them, but I will call Stan Price first thing in
25 the morning. The concepts, but I need to go

1 through it and make sure Jeff is okay with it,
2 yes.

3 COUNCILMAN FIORE: So it's feasible that
4 we could present this settlement agreement to the
5 public at a hearing sometime in September?
6 Theoretically, it's possible?

7 MS. BOUTSIS: Theoretically, possible.
8 Probably not. Because Palmer Trinity is not ready
9 to bring their plans in. They need to modify
10 their plans.

11 COUNCILMAN FIORE: Because then we would
12 have to have a quasi judicial hearing, and that is
13 not what we are looking at.

14 MR. WILLIAMS: If we can get the
15 settlement recorded --

16 MS. BOUTSIS: Theoretically, yes, we can
17 get to the settlement.

18 COUNCILMAN SCHAFFER: Yes, Patrick, we can
19 get to the settlement. We just may not be able to
20 final the plan. But we can get to the settlement.

21 COUNCILMAN FIORE: I am telling everybody
22 now, it makes a big difference for me, based on
23 what happened earlier this evening. You can read
24 into it whatever you want. That is what I say.
25 But yes. My answer is yes.

1 MS. BOUTSIS: Tim?

2 COUNCILMAN SCHAFFER: Yes.

3 COUNCILWOMAN LINDSAY: Can I say one
4 thing? I know it's late and everyone is tired,
5 but I thought a moment ago that we were talking
6 about starting from a lower number so that we
7 would have some room to negotiate, and not
8 starting at 500. Did we not have that
9 conversation?

10 MAYOR STANCZYK: Yes, we did.

11 COUNCILWOMAN LINDSAY: And everyone wants
12 to start at such a high number?

13 MR. WILLIAMS: She had gotten to John.
14 She had gotten to Patrick. And I don't know where
15 Tim was.

16 COUNCILMAN SCHAFFER: I had said that I
17 believe that the number that we are starting at
18 may be the lower number, considering what they
19 have asked for in the past and considering that I
20 am not worried about mediation and all the
21 give-backs. I see us starting from square one,
22 which is this proposal they put here, and we have
23 modified that. We didn't just say.

24 COUNCILWOMAN LINDSAY: That is all well
25 and good.

1 COUNCILMAN SCHAFFER: That's how I feel.

2 COUNCILWOMAN LINDSAY: I keep hearing
3 Mr. Hochman saying they don't have a case. I
4 don't know that we have to give away the farm when
5 we don't have any evidence that they have a case.
6 And Mr. Hochman has researched this. I have sat
7 in the courtroom with him, and he has said there
8 is no case law to support what they are trying to
9 do.

10 VICE MAYOR DUBOIS: There's no case.

11 COUNCILWOMAN LINDSAY: We are rewarding
12 this behavior and we're setting a precedent. I
13 would love to settle this, but I think we are
14 starting too high.

15 VICE MAYOR DUBOIS: But we are not giving
16 a dime of our cash out.

17 MAYOR STANCZYK: But you are still giving
18 money out. You are still creating an account of
19 \$500,000.

20 COUNCILWOMAN LINDSAY: Mr. Manager, do you
21 agree that we are not giving out any moneys?

22 MAYOR STANCZYK: And we started the
23 discussion on lowering it down.

24 COUNCILWOMAN LINDSAY: I want to be on the
25 record as saying I do not support that \$500,000

1 for credit.

2 MAYOR STANCZYK: I wanted to support
3 400,000. I asked for the vote to go through and
4 start at a lower number, and no one had interest
5 in doing that. They were directed to start at
6 five- and work down, which isn't happening.

7 MS. BOUTSIS: Is there anything else to
8 discuss tonight before the court reporter dies?

9 Thank you, everyone.

10 (Ending time: 12:10 a.m.)

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REPORTER'S CERTIFICATE

I, ROCHEL ALBERT, Certified Shorthand Reporter, certify that I was authorized to and did stenographically report the transcript in the above cause; that the transcript is a true and complete record of my stenographic notes; and that this computer-assisted transcript was prepared under my supervision.

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

DATED this 18th day of August, 2011





ROCHEL ALBERT, CSR
Notary Public, State of Florida
at Large. My commission expires
September 4, 2013. Bonded
through Budget Insurance
Commission Number DD055054

Eve Boutsis

Subject:

FW: Palmer Trinity v. Palmetto Bay et al. Settlement Communication

As a follow up to Monday's mediation I thought it prudent to draft what I understand were the possible settlement points - The mediator talked about actually drafting the development agreement, however, at this time that may be premature and an inappropriate cost to all our clients. Nevertheless, we should try to memorialize what was discussed - as we are not at an impasse but rather continuing the settlement process (as the mediator phrased the closing of our Monday meeting). As such, below is my understanding of the points discussed. Again, this is a settlement communication and an effort to try to comply with the mediator's request without expending a great deal of time and money drafting the document.

Points discussed and possible concession points (based upon the Resolution 2010-48, as amended 7/19/2011 and 8/29/2012):

1. Section 4.12 relating to portable and (condition 5.10 relating to same): The portable classrooms to be removed within 90 days from receipt of the first Certificate of Occupancy (exempting out the guard house).
2. Section 6.1 relating to the athletic fields: "The Applicant shall not use the athletic fields for nonathletic uses..... " As to remainder of paragraph and notifying of events, perhaps we can delete from 6.1 and just leave the provision in 6.2? So that there is no confusion and no ambiguity.
3. Section 6.2 - the list of school special events shall not be required to be provided by 8/15, but rather posted on website, and a copy of the list of events provided to Village on a monthly basis (I assume this can be done by adding village to any web email blast). Also, the following revision: "A police officer, ~~or equivalent,~~ shall be required to be present...."
4. Section 6.3 - "~~Two~~ Seley One athletic tournament, jamboreeStreet). ~~To be clear, this condition relates to holding one event.~~ Not several Only two events, different sports at same time...." Additional modification: "Any athletic tournaments, etc., may take place after normal school operating hours and weekends from 10 a.m., in compliance with Florida High School Athletic Association Requirements (or what ever the correct title of the organization's name is). Indoor athletic activities may proceed through 10:00 p.m. - Clarification, as no concession was made as to outdoor athletic lighting, outdoor athletic activities would have to be curtailed an hour prior to sunset.
5. Section 6.6 No modifications to the lighting provision.
6. Section 7.3 relating to buffer and berm. Concession in removing berm. PT requested reduction of the buffer from 75 to 50 feet to align roadways and move parking closer to eastern property line. Comprpose at 65 foot impentirable buffer, no berm; remaining 10 feet for possible road use - not finalized - need to see revised plans and PW and Fire issues relating to roadway and access. Concept was not to add an additional road, but to realign current roads to have less of a turning radius issue and to move parking eastwards, and perhaps westwards - which may impact fields on west, moving the fields to west - within the 10 foot concession area discussed herein (so both east and west buffers conceptually reduced to 65 foot dense buffer). No paths in the buffer. Defendants conceptualized last 10 feet (65 plus 10) to be the maintenance and path area. PT conceptualized the area for roadway and possible parking on east, and adjustment of fields on west. (Berm removal - at least a \$350,000 cost savings)
7. Section 7.4 path - modify to the last 10 feet and not 25 feet. Consistent with Section 7.3 revisions above.
8. Section 7.5 maintenance and path - consistent with modifications in section 7.3 (paragraph 6 above).
9. Section 8.4 relating to decal program - remove requirement of decal program and enforcement of such program.
10. Section 8.5 - to coordinate traffic count studies under a concept to be negotiated based upon increased enrollment, perhaps a study for every increase in 50 students, or something to that effect. Conceptual agreement to be discussed and negotiated. It may be every year, every two years, every trigger of a number of students. Some definition of "reasonable" traffic studies as needed discussed.
11. Section 8.5 - the first sentence relating to 1370 trip daily volume or 960 comblid trip volume peak thresholds to remain. Second sentence discusses mitigative measure, but does not require these specific mitigative measures. Discussion of removal of decals from the suggestive mitigative measures. Delete the reference to condition 8.4 (which made decals mandatory).

12. Section 8.7 - PT desires the removal of preclusion of emergency (life safety) type vehicles on SW 176th street entrance. I don't see this specific prohibition, but the clarification can be made to the provisions of Section 8, relating to traffic as it relates to emergency vehicles. PT also wants to remove all restrictions on the use of SW 176th Street, as to weekend, holiday and non-regular session use. I don't believe there was a revision to this provision.
13. Section 8.8 - relating to commercial vehicle delivery and use of SW 176th Street. PT desires this provision to be removed. The Village Code has been modified in recent years (2012) to require use of arterial roads rather than neighborhood roads. There was no modification of this provision.
14. Section 8.9 - SW 176th Street entrance to close at 7:00 p.m. I don't recall this provision being modified.
15. Section 8.16 - removal of requirement of installing sidewalks at SW 176th Street and SW 184th Street property lines - Agreed to remove (At least a \$50,000 savings)
16. Section 11.3 - relating to Sound - agreement to modify the bell, pulse, buzzer section - to simply have compliance with Village's noise code - note: sound level is now 60 dba not 65.
17. Section 11.4 - ADA digital signage system - provision to be deleted.
18. Section 11.5 - Temporary public address speaker system or amplified sound device - time changed to 6:00 p.m. and again compliance with noise code. As I understand the provision - it would be Monday through Saturday, 10:00 a.m. to now 6:00 p.m. So the provision would have to be modified substantially and to reflect the proposed modifications.
19. Section 13.1 - relating to delivery vehicles - no change as this provision is consistent with existing Village Code.
20. Section 13.3 - Interior Use of school facilities - hours of operation - this provision is to be deleted.
21. Section 14.1 - relating to buildings 16 and 18 - no longer required to be modified - perhaps add some trees for coverage.
22. Section 15.2 - violation fine modified from \$500 to \$250 - consistent with Village Code.

LAW OFFICES OF
SEAN M. CLEARY
PROFESSIONAL ASSOCIATION

FACSIMILE TRANSMITTAL SHEET

TO:
Eve Boutsis, Esq.
Jeffrey L. Hochman, Esq.
Stanley B. Price, Esq.

FROM:
Sean M. Cleary

COMPANY:

DATE:
JULY 12, 2013

FAX NUMBER:
305-235-9372
305-351-2204
954-463-2444

TOTAL NO. OF PAGES INCLUDING COVER:
24

PHONE NUMBER:

SENDER'S FAX NUMBER:
305-416-9807

RE:

Palmer Trinity Private School

YOUR REFERENCE NUMBER:

URGENT FOR REVIEW PLEASE COMMENT PLEASE REPLY PLEASE RECYCLE

NOTES/COMMENTS:

Attached please find:

- Correspondence dated July 12, 2013

19 WEST FLAGLER STREET, SUITE 618
MIAMI, FLORIDA 33130
TELEPHONE: 305-416-9805 FACSIMILE: 305-416-9807
SEAN@CLEARYPA.COM

LAW OFFICES OF
SEAN M. CLEARY
PROFESSIONAL ASSOCIATION

19 WEST FLAGLER STREET
SUITE 618
MIAMI, FLORIDA 33130

TELEPHONE: 305-416-9805
FACSIMILE: 305-416-9807

July 12, 2013

Sent Via Facsimile and Email

Village of Palmetto Bay
C/o Village Counsel, Eve Boutsis and Jeffrey Hochman

Dear Ms. Boutsis and Mr. Hochman:

Stanley Price and I, as litigation legal counsel for Palmer Trinity, are authorized to make this Confidential Offer of Settlement, which is not admissible and is privileged. This Offer of Settlement is not negotiable and if accepted will resolve all pending litigation between Palmer Trinity School ("PTS") and the Village of Palmetto Bay.

Please provide this to the Village Council Members as soon as possible and provide us with the Village's response. Please note that if this Offer is not approved completely, it is hereby withdrawn. If approved, the settlement shall not go into effect until the time for appealing the resolution approving the settlement has expired and no appeals or other judicial proceedings have been filed. Any third party challenges to the settlement shall be deemed to terminate the offer of settlement. Furthermore, if the Offer is not approved completely, the previous Site Plan is maintained and not affected.

This Offer seeks to amend the Conditions in Resolution No. 2010-48 and any and all revisions or amendments thereto (e.g. Amendments dated 7/19/11 and 8/29/12). If any of these Conditions are not eliminated by vote, the Village must agree not to enforce any of the prior Conditions against PTS unless said Conditions shall be uniformly enforced against all properties in the Village. No Charter provisions addressing increases in the number of students are applicable unless said provisions were in effect at the time of the filing of the original application for site plan approval.

1. Only the following Sections and Conditions contained in the attached Resolution 2010-48 (Amended 07/19/2011 and 08/29/2012) remain in effect: Section 3 and Section 4A and 4B (paragraphs 1, 2, and 3), and Conditions 4.1, 4.2, 4.3, and 4.7.

All other Sections and Conditions of this Resolution are hereby voided.

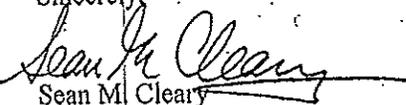
Except as noted above, PTS will be treated according to the Village codes and laws and the same as any other individual or institution in the Village. If, by the elimination of any Condition, PTS is found to be in violation of a current code or law, PTS will be given a reasonable period of time to become compliant and no fines shall be assessed by the Village.

2. PTS agrees to keep the buildings in the same location pursuant to when the Site Plan was approved with a 10% deviation allowed by the Village.
3. A 50 foot densely landscaped buffer will be planted. A walking/jogging path will be constructed within this buffer. PTS is not required to create or maintain a berm along the perimeter of the property.
4. When feasible, PTS will fund a Financial Aide Endowment that will be designated for the need-based aide for students who are residents of the Village. This endowment will benefit a minimum of 2 Palmetto Bay resident students each year. Once this endowment has been funded the Village will allow PTS to increase its enrollment by 12 students each school year over and above the current scheduled limit for a maximum of 10 years.
5. Lights are allowed on PTS Athletic Fields but must be turned off by 8:30 p.m. every day.
6. All student driver traffic must use the entrance/exit at SW 184 Street after it is open. Student drivers may not use the SW 176 Street entrance/exit after SW 184 Street is open. All other school traffic (e.g. deliveries, faculty, staff, parent drop-off, etc.) may use the entrance at SW 176 Street.
7. PTS' signage shall be as depicted in the attachment to this letter, instead of a 15 foot post sign.
8. The Village shall pay PTS \$350,000 in cash and also give PTS \$500,000 in credit to be used for Village building permit fees, inspection fees, and fees of other types, including fees for Art in Public Places. PTS may use these credits as it decides to offset Village costs associated with expansion.*

*Any fees associated with the re-submission of PTS' Site Plan will be waived by the Village and not included in the \$500,000 credit.

This Confidential Offer of Settlement shall expire and therefore be withdrawn, if not accepted completely, at 11:59:59 p.m. on July 26, 2013.

Sincerely,



Sean M. Cleary

Cc: Stanley Price, Esq.

1 RESOLUTION NO 2010-48 (AMENDED 07/19/2011 and 08/29/2012)

2
3 ZONING APPLICATION VPB 07-012-B

4
5 A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE
6 VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO ZONING;
7 APPROVING WITH CONDITIONS THE APPLICATION OF PALMER
8 TRINITY PRIVATE SCHOOL, LOCATED AT 7900 SW 176TH STREET
9 THROUGH 8001 SW 184TH STREET; APPROVING WITH CONDITIONS
10 THE SPECIAL EXCEPTION REQUEST TO EXPAND THE SCHOOL TO
11 INCLUDE AN ADDITIONAL 32.2 ACRES, AND REQUEST TO INCREASE
12 ENROLLMENT BY 550 STUDENTS DENIED AS PROVIDED FOR
13 UNDER 33-151, ET SEQ.; AND PURSUANT TO SECTION 33-311 OF THE
14 MIAMI-DADE COUNTY CODE FOR A SITE PLAN MODIFICATION ON
15 PROPERTY ZONED E-M, LOCATED IN PALMETTO BAY, FLORIDA;
16 AND PROVIDING AN EFFECTIVE DATE.

17
18
19 WHEREAS, in 2006 the applicant made an application for (1) a rezoning of 8001 SW 184th
20 Street from AG and E-2 to E-M; (2) a special exception to expand the existing private school
21 located at 7900 SW 176th Street with 600 students, onto the adjacent property known as 8001 SW
22 184th Street with 32.2 acres, and 1400 students; (3) a site plan modification of the approved 1999
23 plan for 7900 SW 176th Street to include the elements under request (2); (4) a non-use variance of
24 height limitations on the gymnasium performing arts center and chapel to allow structures over 56
25 feet, where 35 feet is permitted; (5) a non-use variance to allow three stories for an administrative
26 building, where two stories is permitted; and (6) a non-use variance to allow parking on natural
27 terrain. This application is described in the Village's Department of Planning and Zoning
28 Recommendation from 2008, as issued by Ms. Arleen Weintraub, the then Planning & Zoning
29 Director, to the Village of Palmetto Bay; and,

30
31 WHEREAS, hearings were held on February 25, 2008, and April 14, 2008, at which time the
32 Applicant's rezoning request was denied, and the remainder of their requests were not ruled upon;
33 and,

34
35 WHEREAS, the district boundary change, rezoning item was ruled upon by the Third
36 District Court of Appeal on March 24, 2010, finding reversible error, and,

37
38 WHEREAS, the district boundary request was heard and ruled upon separately by the
39 Mayor and Village Council on April 29, 2010 and May 4, 2010. Ordinance 2010-09 was adopted,
40 rezoning the property known as 8001 SW 184th Street from AG and E-2 to E-M; and,

41
42 WHEREAS, concerning the remainder of the applicant's requests, the applicant's plans have
43 been modified prior to hearing and a substituted plan dated April 19, 2010 is to be reviewed by the
44 Village Council. Public hearing was held on May 4, 2010; and,
45

1 WHEREAS, the modified plan provided for (1) a special exception to expand onto 8001 SW
2 184th Street with an increase in student population of 1150 (reduced from the original 1400 request);
3 and a site plan modification; and,
4

5 WHEREAS, all variance requests have been withdrawn; and,
6

7 WHEREAS, the Village Council of the Village of Palmetto Bay conducted a quasi-judicial
8 hearing on the application at Christ Fellowship Church on May 4, 2010; and,
9

10 WHEREAS, the Mayor and Village Council find, based upon substantial competent
11 evidence in the record, that the application pursuant to section 33-151, et seq, and 33-311, of the
12 Miami-Dade County Code, as adopted by the Village relating to the above requests, and as amended
13 by Council Action, is consistent with the Village's Comprehensive Plan and the applicable land
14 development regulations; and,
15

16 ~~WHEREAS, based on the foregoing finding, the Mayor and Village Council determined to~~
17 ~~grant the application, as amended (modified/conditioned) by Council Action,~~
18

19 NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE
20 COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:
21

22 Section 1. A hearing on the present application was held on May 4, 2010 in accordance
23 with the Village's "Quasi-judicial hearing procedures" Ordinance, found at 2-105, of the Village's
24 Code of Ordinances. Pursuant to the hearing, the Mayor and Village Council make the following
25 findings of fact, and conclusions of law.
26

27 Section 2. Findings of fact.

28 The subject property is located at 7900 SW 176TH Street and 8001 SW 184th Street, Palmetto Bay,
29 Florida.
30

31 In 1999, the Applicant sought a site plan modification for 7900 SW 176th Street. During that
32 hearing, a transcript was made. During the May 4, 2010 hearing, Applicant's Counsel asserted that
33 the 1999 transcript is part of the record for the May 4, 2010 hearing. He advised that Applicant read
34 the transcript and that there were no commitments made at a public hearing to limit the school to
35 600 students. During the May 4, 2010 hearing, the Vice Mayor read from the 1999 transcript as
36 follows:
37

38 Page 38, line 10 -- 1999 hearing Transcript:
39

40 Mr. O'Donnell (then counsel for Applicant): And our 600 student body is
41 something that may or may not be achieved, but that is the maximum, depending on
42 the year and depending on who accepts it and that sort of thing.
43

44 Page 57, line 14 -- 1999 hearing Transcript:
45

1 Mr. O'Donnell: I really would like to say, our contributions, if you look at the right-
2 of-way, the hundreds of thousands of dollars that we have spent on the right-of-way
3 along 176 Street on the landscaping of that road, you have to come to our campus to
4 understand that we are committed to our mission. And we are not attempting to
5 achieve any more development than the 600 students, at the maximum that we have
6 now, on this campus. That is our mission. We have spent two years developing that
7 mission. We have no intention of altering that mission.
8
9

10 In 2006, the applicant filed an application for a special exception for the expansion of a private
11 school to increase the enrollment from 600 to 1,150 students. The "original" plan from the 2008
12 hearings was based upon the 2006 application. The 2008 plan proposed 1,400 students on 55 acres
13 (from 22.5 acres). The expansion plan proposed one of two alternatives – either (1) an expansion of
14 students to include grammar school children - kindergarten through grade 5 and increase the
15 enrollment of students in grades 6 through 12; or, (2) solely an increase in middle school and high
16 school students (grades 6-12). The April 19, 2010, plan reflected removal of the daycare and
17 preschool components. In either proposal, the total number of students has been voluntarily
18 reduced by the Applicant from 1,400, which had been presented in the 2008 application, to a total of
19 1,150 students.
20

21 Additionally, the Applicant sought a site plan modification. The Applicant submitted a master plan,
22 which has been revised since its original submittal¹. The final site plan reviewed by Council was
23 dated April 19, 2010, and provided for the future use of the entire 55 acre site as a private school
24 and includes its long-range plan for the school's expansion. Accordingly, the Applicant requested a
25 modification of a previously approved site plan, via resolution C-ZAB-132-99, to reflect their vision
26 for the school.
27

28 The 2008 application contained a request for a non-use variance of parking requirements to permit
29 parking on natural terrain, where not permitted. This request was eliminated and withdrawn from
30 the modified site plan dated April 19, 2010.
31

32 The original 2008 application contained variance requests for height and number of stories to allow
33 a maximum height of 50'-7" for certain proposed new buildings to include a chapel, a performing
34 arts center, a library/media center/administration building and a gymnasium where 35 ft. is
35 permitted, as well as to allow three (3) stories where two (2) is permitted for the library/media
36 center/administration multi-purpose building. These requests were eliminated and withdrawn from
37 the April 19, 2010 plan.
38

39 The 2008 plan included a steeple up to 70 feet in height. No variance was required for the steeple, as
40 it would have been permitted as of right. The Applicant voluntarily withdrew its request for a
41 steeple/church tower.
42

¹ Applicant filed its application in 2006. The 2006 plan had been modified prior to the February and April 2008 quasi-judicial hearings ("original plan"). The final plan is dated April 19, 2010.

1 The initial hearings were held on February 25, 2008, and April 14, 2008, at which time the
2 Applicant's rezoning request was denied, and the remainder of their requests were not ruled upon.
3 The Circuit Court, upon the first tiered appeal via a petition for certiorari ruled, without opinion,
4 that the Village's actions were proper. Thereafter, the district boundary change, rezoning item was
5 ruled upon, during a second tiered appeal, by the Third District Court of Appeal on March 24, 2010,
6 finding reversible error. Based upon the foregoing ruling, the district boundary request was heard
7 and ruled upon separately by the Mayor and Village Council on April 29, 2010 and May 4, 2010.
8 Ordinance 2010-09 was adopted, rezoning the property known as 8001 SW 184th Street from AG
9 and E-2 to E-M.

10
11 The Applicant's property is comprised of a 55-acre parcel of land, that was previously zoned under
12 three (3) different zoning classifications (AG, E-2, and E-M), and is surrounded by the Estate-
13 Modified Single-Family zoning district. Prior to hearing the application for special exception and
14 site plan modification, the Applicant requested that the 32.22 acres property bearing address 8001
15 SW 184th Street be rezoned from AG and E-2 to E-M. On May 4, 2010, prior to ruling on the
16 Applicant's requests under PH-VPB 07-012-B, the Village Council rezoned 8001 SW 184th Street to
17 E-M.

18
19 The Town of Cutler Bay is located to the south. The 8001 SW 184th Street property adjoins the
20 northern parcel zoned E-M, also owned by the Applicant that bears the address 7900 SW 176th
21 Street. Except for the Applicant's private school to the north, and Bill Sadowski Park bordering the
22 northeastern portion of the Applicant's property, the surrounding neighborhood is characterized
23 predominantly by detached single-family homes. Canals are located to the west (between SW 84th
24 Avenue and SW 83rd Court) and north (between SW 173 Terrace and SW 175th Street). To the east
25 of the property is Old Cutler Road. To the south of the property is SW 184th Street (Eureka Drive).
26 The canals and roadways serve as immediate natural borders for the residential neighborhood
27 surrounding the Applicant's subject property and school. The lots immediately to the east and west
28 along the southern edge of the subject property on S.W. 184th Street are zoned E-1, Single-Family
29 and are comprised of single-family homes. To the east and along Old Cutler Road there is a church,
30 a pre-school and kindergarten, Village Library, VMU (Village Mixed-Use) District, and both E-1 and
31 E-M Zoning Districts.

32
33 Planning and Zoning staff found the scale, utilization, location of buildings, height of buildings,
34 landscaping, open space, and buffering, are acceptable. Staff recommended conditions as to certain
35 elements, including as it relates to compatibility, access, parking circulation/layout, and
36 visibility/visual layout. Signage is governed under the County Code, Section 33-100.

37
38 DERM (PERA) had no objections, subject to conditions stated in their report. Miami-Dade Public
39 Works Department raised issues and stated their objections in their report and those objections have
40 been addressed by Applicant. The Village's Traffic Consultant, The Corradino Group, has issued
41 recommendations that are incorporated by reference by staff as conditions to approval of the
42 application. The Miami-Dade County Parks & Recreation department issued objections relating to
43 the Bill Sadowski Park and those comments are incorporated by reference. Fire Rescue's report is
44 also incorporated by reference. The Miami-Dade Police Department (Village Policing Unit) has no
45 objections.

1 In 2008, the site was found to have code violations and corrective action was undertaken by
2 Applicant. The sole item remaining to come into compliance is the removal of the two (2) portable
3 classrooms that were to be removed according to the year 2000 substantial compliance review. The
4 portables were not removed. In 2008-9, Applicant sought a second substantial compliance review,
5 which proposed a timetable for bringing the portables into compliance by constructing one of the
6 structures from the 1999 plan and then eliminating the portables. Thereafter, Applicant sought a
7 construction permit in 2009 to begin construction on the 1999 approved structure. However, the
8 permit was not processed due to the Village's one (1) year construction moratorium implemented in
9 order to enact the Village's Land Development Code.

10
11 The Miami-Dade County Archeological and Historical Department has requested a survey during
12 phase 1, as archeological artifacts have been discovered in the Bill Sadowski Park.

13
14 The Planning and Zoning Staff Analysis Report is incorporated by reference herein, as part of the
15 factual record for the Village Council's decision as Exhibit A to this resolution.

16
17 The Council heard testimony from Mr. Julian Perez, the Village's Planning & Zoning Director; Mr.
18 Joe Corradino, of Corradino Consulting Group, the Village's traffic consultant; Mark Alvarez, a
19 planner representing a citizens group, Concerned Citizens of Old Cutler Inc. (CCOCI); Jack Luft, a
20 planner representing applicant; Mr. Timothy Plummer, of David Plummer & Associates, Inc. a
21 Traffic Engineer/Consultant for Applicant; and, Mr. Don Washburn, of Audio Bug, Inc., an audio
22 expert for Applicant.

23
24 Prior to Council deliberation and action Counsel for Applicant advised that it accepted all conditions
25 of staff minus: 4.3, 4.4, 4.14, and 7.3. As to conditions 4.1 and 4.4 Counsel agreed to no increase in
26 student population above 1150 for 30 years but requested the right to increase structures, lot
27 coverage or intensity of uses. Applicant's counsel agreed to Phase 1 construction to include
28 improvements to SW 184th Street. Mr. Price argued that the berm requirement and contiguous use
29 of the walking and maintenance paths, found at condition 7.3 was inconsistent with the landscape
30 plans proposed and inappropriate. He also requested that condition 8.9 of staff's recommendations
31 relating to the use of the SW 176th Street entrance be modified so that the entrance could remain
32 open after proposed hours for four events per school year.

33
34 The Council held a public hearing and many residents and community members spoke both in favor
35 and in opposition to the application. The Council heard testimony relating to traffic, noise, number
36 of students, field usage and affects of that usage, environmental concerns, and other topics. The
37 Council incorporates by reference the minutes, audio tape, and transcript (if transcribed) into its
38 findings of fact.

39
40 Section 3. Conclusions of law.

41 1. The Application is in compliance with the adopted 2005 Village of Palmetto Bay
42 Comprehensive Plan and Future Land Use Map.

1 The standard of review for a special exception is found at 33-151, et seq., of the Miami-Dade
2 County Code. The Applicant's request for a special exception to expand onto 8001 SW 184th Street
3 and to increase the number of students from 600 to 1,150 ~~is not~~ in compliance with the applicable
4 standards. ~~However, the Applicant's request for a special exception to expand onto 8001 SW 184th~~
5 ~~Street from 7900 SW 176th Street.~~

6
7 2. The standard of review for a site plan modification is found at section 33-311(A)(7),
8 of the Miami-Dade County Code. The Applicant's request for site plan modification is in
9 compliance with the applicable standards, as amended below.

10
11 Section 4. Order.

12
13 A. The Council, pursuant to Section 33-311(A)(7), and 33-151, et seq., of the Miami-
14 Dade County Code as applied by the Village, approves with conditions and modifications the
15 Applicant's requests for a special exception and site plan modification for school use and expansion
16 as to the plans entitled Palmer Trinity Private School Campus Master Plan as prepared by Duany
17 Plater-Zyberk & Co., consisting of 36 sheets, dated stamped received November 1, 2007, as revised
18 by the plans entitled Palmer Trinity Private School Campus Master Plan as prepared by Duany
19 Plater-Zyberk & Co., consisting of 48 sheets, dated stamped received April 19, 2010. The April 19,
20 2010 plans are incorporated by reference as Exhibit B to this resolution [formerly Exhibit 1 to the 5-
21 4-2010 hearing item PH -VPB- 07-012B].

22
23 B. The Village Council conditions/modifies the site approval/special exception as
24 follows:

25
26 1. All variance requests from the 2008 plans are specifically recognized as withdrawn.
27 This includes all height, story and natural terrain parking variances. The 2008 plan included a steeple
28 up to 70 feet in height. No variance was needed for the steeple; it would have been permitted, as of
29 right. The Applicant has voluntarily withdrawn its request for a steeple/church tower and said
30 request is considered withdrawn.

31
32 2. The special exception to expand the non-public school use onto 8001 SW 184th
33 Street is approved with conditions.

34
35 3. The request to increase the non-public school number of students to 1150 is
36 approved ~~denied~~.

37 4. Preliminary Conditions:

38
39 4.1 The Applicant shall execute a unity of title document to be recorded in the public
40 records of Miami-Dade County, which unity of title shall covenant (or provide a covenant in lieu of
41 unity of title) the property holder(s) to join the parcels together [7900 SW 176th Street and 8001 SW
42 184th Street] as one parcel, in a form approved by the Village Attorney, consistent with the

1 requirements of the Village's Land Development Code.² The covenant shall be in final form for
2 recording within 45 days of final approval. No permits shall issue until the covenant/unity of title is
3 recorded.
4

5 4.2 The Applicant shall record an acceptable and approved restrictive covenant running
6 with the land for specific conditions, which covenant shall exist for 30 years, and automatically
7 renew for 10 year periods, thereafter.
8

9 4.3 Any substantial modification [pursuant to 30-30.3(c) of the Village's Code of
10 Ordinances] or abandonment of the attached site plan shall require public hearing. The term
11 "substantial modification" for the purposes of this approval shall mean a modification or substitute
12 site plan of equal or lesser intensity, including floor area ratio, lot coverage, square footage, and
13 height; and provide equal or greater setbacks, buffering, landscaping, and amenities. In no way shall
14 student enrollment be expanded due to a substantial modification review.
15

16 4.4 Reserved.
17

18 4.5 Student Enrollment Defined and Reporting. Applicant shall not exceed 1,150
19 students in enrollment. Applicant agrees to submit an executed affidavit from the Headmaster of
20 the School each year to the Village Manager, within 30 days of the first day of the applicable school
21 year, identifying the number of students enrolled for the academic school year and attesting the
22 number of students enrolled in the school. This information shall be provided to the Village,
23 annually, for as long as a school is located on the site. Applicant agrees and acknowledges that the
24 "maximum number of students" shall mean the actual number of students enrolled at the school as
25 reported to the State of Florida and the Florida Council of Independent Schools and shall not be the
26 daily average attendance, nor exclude any students that may be traveling/studying abroad. The
27 Applicant shall provide a copy of the FCIS to the Village once it becomes available. The maximum
28 number of students shall include all student transfers during the school year. Any increase in
29 students enrolled at the school after the initial annual enrollment is disclosed shall be reported to the
30 Village within five (5) business days of the event.
31

32 4.6 Should Applicant violate section 4.5 relating to the number of students and should
33 Applicant fail to cure the excess enrollment within 30 days of written notice, such an act shall
34 constitute a false statement or misrepresentation of fact that would permit the Village to revoke the
35 most recent building permit or certificate of occupancy issued by the Village.
36

37 4.7 Student expansion shall comply with the timetable provided, attached hereto as Exhibit "C"
38 [formerly Exhibit 7 to the May 4, 2010 hearing item PH-VPB-07-012B] to this resolution, but
39 modified to reflect the actual start date of this final order.
40

41 4.9 Community Relations Committee. The Applicant shall create a Community
42 Relations Committee that will be charged with the responsibility of facilitating future discussions

² Although a unity of title, or covenant in lieu of, shall be required, in order to facilitate understanding the conditions contained in this application, the addresses of 7900 SW 176th Street and 8001 SW 184th Street shall be utilized in this order.

1 with neighbors (properties within 2500 foot radius) in an effort to avoid or resolve potential disputes
2 between the Applicant, the neighbors, and the Village. The Applicant agrees to cooperate and act in
3 good faith with the Community Relations Committee. The Committee shall be a voluntary group,
4 with three (3) representatives from the Applicant, and three (3) representatives from the
5 neighborhood, as selected by the Village Council, and a representative from the Village Manager's
6 Office. The group shall meet as needed, but not less than twice a year (once every six (6) months).
7 The Village shall be provided with prior written notice of all such meetings, if possible at least two
8 weeks in advance of any such meeting(s). The actions of the group shall not be binding. Rather, the
9 group meetings are intended to be a mechanism for communication, discussion, and resolution of
10 any items.

11
12 4.10 The Applicant agrees and affirms that there will be no objection now or in the future
13 to controlled burns conducted by Miami-Dade County at Bill Sadowski Park for the park's
14 management. The Village will attempt to coordinate with Miami-Dade County to provide the
15 Applicant with prior notice of controlled burns. The Applicant further agrees not to interfere, due
16 to lighting issues, with night program schedules for Bill Sadowski Park.

17
18 4.11 The Applicant shall comply with all applicable State, County, and Village Codes and
19 Ordinances, including but not limited to the Village's Art in Public Places Ordinance.

20
21 4.12 Unpermitted and unconstructed portions of prior development approvals (1999
22 plans, 2000 and 2010 substantial compliance reviews) shall be considered withdrawn and abandoned.
23 The Applicant shall comply with condition 5.10 relating to the portables.

24
25 4.13 An official inspector of the Village, or its agents duly authorized, have the privilege,
26 at any time during normal working hours, of entering and inspecting the use of the premises to
27 determine whether or not the requirements of the building and zoning regulations and the
28 conditions contained herein are being complied with. Village Code Compliance shall conduct bi-
29 annual inspections, with Applicant, for compliance with the terms and conditions of this zoning
30 resolution.

31
32 4.14 Applicant shall comply with the Land Development Regulations for maintaining the
33 sanitary sewer concurrency levels, during construction and throughout operations.

34
35 4.15 In compliance with the requirements of Section 33-151.51, of the County Code, the
36 Applicant shall record a covenant running with the land that ensures compliance with the minimum
37 footage requirements, calculations and conditions upon which the additional square footage has
38 been permitted. ✓

39
40 5. Pre Construction - Construction - Build Out Conditions:

41
42 5.1 All components of the approved site plan shall be completed according to the
43 schedule attached hereto, which provides that the approved construction shall not be completed
44 earlier than 15 years and no later than 25 years from the date of zoning approval. The Preliminary
45 Construction Schedule for Phase 1 is enclosed as Exhibit D [formerly Exhibit 6 to the 5-4-2010
46 hearing item PH -VPB- 07-012B] to this resolution. This recommendation is consistent with the

1 newly adopted Land Development Code, Section 30-30.2(d)(16) and (k), relating to requiring a
2 construction plan and timetable.

3
4 5.2 ~~Staggering of Student Population. The increase in student population to 1150~~
5 ~~shall occur incrementally over the entire term of the project.~~

6
7 5.3 Construction Staging:

8
9 5.3.1 The Applicant shall annually submit a construction staging plan for review and
10 approval prior to commencement of construction. Phase 1 is enclosed as Exhibit D.
11 Council approved additional conditions for Phase 1, which are found below.

12
13 5.3.2 Construction staging shall take place as preapproved by the Village's Planning &
14 Zoning and Building Directors, on the property known as 8001 SW 184th Street, where
15 possible, toward the center of the property, away from the proposed 75 foot buffers.

16
17 5.3.3 Construction trailers for staging area are permitted under the Village's Code.

18
19 5.3.4 The staging area may be cleared during Phase 1 of the construction plan.

20
21 5.3.5 Construction shall comply with the noise controls provided in the Village's Code of
22 Ordinances, section 30-60.29.

23
24 5.3.6 The driveway area may also be cleared during Phase 1.

25
26 5.3.7 Access points by construction vehicles shall be identified as part of the Construction
27 Plan for Village approval. No construction vehicle shall access through the neighborhood.
28 Unless necessary for a specific item, no construction vehicles shall access through SW 176th
29 Street. All other construction vehicles must use SW 184th Street once that entrance is
30 constructed under the Phase 1 Construction Plan.

31
32 5.4 Permitting and Property Clearance. The Applicant shall not remove any trees
33 outside the 75 ft. buffer, unless a building permit and/or tree removal permit, if required, has been
34 secured for the construction of the work being requested. At no time shall the entire 8001 SW 184th
35 Street site be cleared all at once.

36
37 5.5 Construction Air Quality Management Plan. The Applicant shall provide a
38 Construction Air Quality Management Plan on the construction drawings that, at a minimum,
39 includes protecting ducts during construction and changing the filters and vacuuming ducts prior to
40 occupancy. The submitted plans must note compliance with this provision.

41
42 5.6 MOT Plan. A construction and Maintenance of Traffic (MOT) Plan shall be
43 provided to the Building and Public Works Departments for approval.

44
45 5.7 The Applicant shall comply with the Village's demolition and construction
46 fencing ordinance.

1
2 5.8 The entrance and roadway onto 8001 SW 184th Street may be constructed
3 prior to any other improvements. However, the required perimeter walls (eastern and western
4 property lines) and 75 ft. buffers, to be located at 8001 SW 184th Street, with required landscaping
5 shall be installed and/or constructed prior to the commencement of construction of any additional
6 structures or improvements. The wall shall be constructed, and then the buffer shall be installed, no
7 later than two (2) years of receiving the final zoning approval. One extension of time, not to exceed
8 six (6) months, may be granted by the Planning & Zoning Director, upon a showing of good cause.
9 "Good cause" would include timely request for permits, submitting for inspections and reviews,
10 diligent efforts to adhere to the construction schedule, and force majeure type events (weather
11 delays or civil unrest).
12

13 5.9 The Applicant shall work with the Village and County to install "Do not
14 Block Intersection" signs along SW 184th Street from SW 82nd Avenue to Old Cutler Road.
15

16 5.10 The existing portable classrooms trailers located along the western edge of
17 7900 SW 176th Street shall be eliminated as soon as replacement facilities are constructed, and within
18 18 months after final zoning approval. One extension of time, not to exceed six (6) months, may
19 be granted by the Planning & Zoning Director, upon a showing of good cause. "Good cause" would
20 include timely request for permits, submitting for inspections and reviews, diligent efforts to adhere
21 to the construction schedule, and force majeure type events (weather delays or civil unrest).
22

23 5.11 Failure to construct the replacement facilities for the portables described at section
24 5.10 within the time period provided therein shall require that the portables be removed immediately
25 upon the expiration of the 18 month period. One extension of time, not to exceed six (6) months,
26 may be granted by the Planning & Zoning Director, upon a showing of good cause. "Good cause"
27 would include timely request for permits, submitting for inspections and reviews, diligent efforts to
28 adhere to the construction schedule, and force majeure type events (weather delays or civil unrest).
29 Failure to remove the portables shall also result in the denial of future permits due to site plan
30 violations in addition to any other remedy provided below under Section 15, "Enforcement."
31

32 5.12 During Phase 1 of construction and within two (2) years of approval, the Applicant
33 shall install the recommended turning lane contained in condition 8.11(a) ["Old Cutler road/SW
34 184th Street - Add a southbound right turn lane; signal phasing adjustments"].
35

36 6. Athletic Fields and Amenities:

37
38 6.1 The Applicant shall not use the athletic fields for commercial purposes such as
39 renting, leasing, or allowing third-parties unaffiliated with the operation of the school (no third-party
40 organizations or groups) to use the recreational facilities. Applicant shall annually provide proof of
41 existing division-type play, tournaments, organized sports and uses of its facilities to the Village.
42 Prior to the beginning of each season, for each sport, the Applicant shall provide the Village with a
43 list of proposed events - tournaments and league play.
44

45 6.2 The Applicant shall submit a proposed list of school special events planned for each
46 school year to the Village Manager not later than August 15th of the applicable school year for

1 Village administrative review. Any other/additional special event shall require advanced notice for
2 review as a special event under the Village's procedures. A police officer, or equivalent, shall be
3 required to be present at all special events held at the school, if required by the Village's Code, after
4 review as a special event permit.
5

6 6.3 Solely one (1) athletic tournament, jamboree, or division-type play (where numbers
7 of spectators and opposing team(s) are invited to play on site) shall take place at one time on the
8 property (7900 SW 176th Street through 8001 SW 184th Street). To be clear, this condition relates to
9 holding one event. Not several events, different sports, at same time. Any athletic tournaments,
10 etc., may take place after normal school operating hours (after 3:00 p.m.) and weekends from 10:00
11 a.m. and 3:00 p.m.
12

13 6.4 No bleachers shall be located adjacent to the eastern and western buffers of 7900
14 SW 176th Street and 8100 SW 184th Street. Adjacent shall mean not within 20 feet of the buffers.
15

16 6.5 The Applicant shall provide fencing for the tennis center.
17

18 6.6 The Applicant shall not install lighting for outdoor uses other than the parking areas,
19 and any emergency lighting requirements of the Code. The interior of the pool may contain lights.
20 Lighting of the athletic fields is prohibited.
21

22 6.7 The pool shall be enclosed with a fence and hedge with a minimum height of six feet
23 (6 ft.) and comply with the safety barrier requirements of 33-151.11 through .22 of the Code. Any
24 interior chain link fencing shall be poly-coated vinyl and black or green in color. The pool shall not
25 be constructed during Phase 1 and is not to be constructed for at least five (5) years after final
26 zoning approval.
27

28 6.8 The Applicant shall comply with conditions 4.10 and 10.4 relating to lighting and Bill
29 Sadowski Park.
30

31 7. Landscaping:

32 7.1 The Applicant shall meet all the minimum requirements of Division 30-100 of the
33 Village's Code of Ordinances, Chapter 24 of the Miami-Dade County Code and specifically comply
34 with all conditions imposed by Miami-Dade County DERM (PBRA).
35

36 7.2 The Applicant shall covenant that no improvements, other than as provided for in
37 recommendation 7.3, shall be permitted within the confines of the buffer area (i.e. no roads, parking,
38 storage sheds, recreational, sports, or any other use that may negatively impact the buffer).
39

40 7.3 The buffer shall be landscaped in accordance with the Applicant's revised landscape
41 plan received by the Village on April 19, 2010. In addition, the Applicant shall construct a three and
42 a half foot (3.5 ft.) berm on the interior, internal to the site, adjacent to the six foot (6 ft.) CBS wall
43 to be constructed along the eastern and western perimeter of 8001 SW 184th Street. The berm shall
44 be approved by the Planning & Zoning staff as part of the landscape plan review. The landscape
45 buffer, as indicated on Sheet 39, shall be installed along the entire eastern and western perimeter
46

1 throughout the 75 foot buffer for the area known as 8001 SW 184th Street. The berm shall be
2 incorporated into the buffer design, found at Sheet 39 (maintenance path shall be reduced in width
3 as provided in these conditions). The layout found at Sheet 39 shall not be limited to solely the
4 parking area adjacent to the buffer, but rather throughout the buffer fringe - creating a solid hedge
5 along the interior edge of the buffer.

6
7 7.4 The eastern and western buffers along 8001 SW 184th Street may contain a
8 meandering pedestrian path, within the innermost/interior 25 feet of the 75 foot buffer. The
9 Applicant shall limit the meandering walking path to a maximum width of six feet (6 ft.). The
10 pedestrian path shall solely be used for pedestrian/walking/ running purposes.

11
12 7.5 Where practicable, the maintenance path and the meandering walking path shall be
13 the same path, along the eastern and western buffers for 8001 SW 184th Street. Final
14 determination/approval of "where practicable" shall be made by the Village's Planning & Zoning
15 Director. Otherwise, the maintenance path shall be limited to a maximum width of eight feet (8 ft.)
16 and should be used solely for maintenance purposes. The Maintenance portion of the "joint-path"
17 shall not be paved [the increase to eight (8) feet - a two-foot non-paved area surrounding the six
18 foot (6 ft.) pedestrian path]. All other buffers shall solely contain an unpaved, up to eight (8) foot
19 maintenance path.

20
21 7.6 The eastern and western perimeters of 8001 SW 184th Street shall contain a concrete
22 wall six feet (6 ft.) in height, finished on both sides and maintained by the Applicant. The southern
23 boundary at SW 184th Street and northern boundaries at SW 176th Street shall provide a six foot (6
24 ft.) wrought iron fence with masonry columns. The eastern and western perimeters of 7900 SW
25 176th Street already contain a six foot (6 ft.) concrete wall that shall be required to be maintained, on
26 both sides.

27
28 7.7 The Applicant shall provide and/or replace landscaping improvements along SW
29 184 Street and SW 176 Street fronting the school in compliance with the Village's Street Tree Master
30 Plan prepared by O'Leary Richards Design Associates, Inc., and in coordination with the Village's
31 Public Works and Planning & Zoning Departments.

32
33 7.8 The Applicant shall preserve existing trees (including native trees) during the
34 development of the project, wherever possible. If the trees must be removed, the Applicant shall be
35 required to mitigate the impact in accordance with Village and DERM [PERA] requirements. If the
36 relocated trees do not survive, the Applicant shall be required to replace the trees in compliance with
37 DERM [PERA] and Village requirements.

38
39 7.9 The Applicant shall install additional oaks and planting materials on the northwest
40 perimeter of buildings no. 16 and 18 in order to provide additional screening to the adjacent
41 neighborhood located on the western boundary of the property. The Applicant is to provide two
42 (2) native trees and a cluster of palms.

43
44 7.10 The pool area shall be landscaped as provided under section 6.7, above.
45

1 7.11 The Applicant shall prohibit parking by faculty, visitors, and students on the rights-
2 of-way bordering the school by planting and maintaining landscaping along the rights-of-way in
3 accordance with Village requirements. The Applicant shall work with the Village and County to
4 install "No Parking" signs for the right-of-way along SW 176th Street and SW 184th Street.
5

6 7.12 Applicant shall maintain the areas identified herein as "buffer" and shall be required
7 to perpetually maintain the landscaping within the buffer with the identified native species and other
8 plantings provided in the landscape plan. At no point shall structures be constructed within the
9 buffer area. The buffer shall consist of the 75 foot set aside along the east, west and southern
10 perimeters of 8001 SW 184th Street; and the 50 foot set aside along the east, west, and northern
11 perimeters of 7900 SW 176th Street.
12

13 7.13 Applicant shall provide annual update, plan, as to the maintenance for the buffer
14 areas.
15

16 7.14 Buildings 16 and 18 shall require Live Oak trees, or comparable trees, every 20 feet
17 on center for the length of the structures. Each tree shall have an overall height of 16 feet. For
18 Building 16 the trees shall be planted along the west façade and for Building 18 along the east
19 façade.
20

21 8. Traffic:
22

23 8.1 The Applicant shall be responsible for compliance with the Land Development
24 Regulations relating to traffic concurrency requirements.
25

26 8.2 The Applicant shall hire one (1) police officer, or equivalent, during regular session,
27 (per entrance) to control traffic during peak morning and afternoon school hours for each entrance
28 to the school (SW 176th Street and SW 184th Street). The school shall also utilize a police officer for
29 special events, as is required under condition 6.2.
30

31 8.3 The Applicant shall install traffic calming devices along the internal circulation
32 driveways and roadways in compliance with the Site Plan and Traffic Study prepared by David
33 Plummer & Associates, Applicant's traffic expert.
34

35 8.4 The Applicant shall control the entry points to the school by directing student,
36 teacher, and staff vehicles to enter and exit the school from SW 184 Street driveway. The entrance
37 to SW 176th Street shall solely serve as the drop-off and pick-up location for students. This process
38 will be implemented through a decal program. The different color decals will be distributed and
39 assigned to a specific driveway. The security gatehouse at each driveway will monitor for proper use
40 of the decal. Violators shall be contacted by the school master and security to ensure proper
41 enforcement.
42

43 8.5 The Applicant shall fund a series of peak hour intersection turning movement
44 counts, and 72 hour link counts to be taken by the Village along SW 176 Street and at the school
45 driveway entrance on that street. These are to occur on a random basis once each semester of
46 school operations in perpetuity at the discretion of the Village.

1
2 8.6 If either the 1370 trip daily volume or 960 combined trip volume peak thresholds are
3 violated, the Applicant will be notified in writing and be required to enact measures to bring the
4 traffic volumes into compliance. To do so, the Village will require the school to propose at least
5 three (3) mitigative measures that would be enacted should the situation arise. Some of the
6 mitigation measures that could be considered are color coded decal system (see condition 8.4);
7 limiting access to/from SW 176th Street to the east only; license plate numbers entrance assignment;
8 lottery assignment; controls/prohibitions/signing; and, closing internal roads so driveway entered
9 must be exited. If the corrective action is not implemented within three (3) weeks of the school
10 being noticed of the violation, the Village will require the entrance be closed until corrective action is
11 implemented by the school. The Village will then verify that the actions to correct the violation are
12 working through additional Village traffic counts paid for by the School.
13

14 8.7 The Applicant shall keep the entrance to SW 176th Street closed to vehicular traffic
15 on weekends, holidays and all days when school is not in regular session.
16

17 8.8 The SW 176th Street entrance shall not be used for the delivery of goods or services
18 to the school or by commercial vehicles. All buses and vans used to transport students to and from
19 the property shall use SW 184 Street as ingress and egress.
20

21 8.9 The SW 176th Street entrance shall be closed at 7:00 p.m. everyday.
22

23 8.10 The Applicant shall develop an alternative transit mode feasibility program within
24 three (3) years after receiving the zoning approval. The program should provide incentives for the
25 student to use alternative mode of transportation such as carpool, public transportation or private
26 mass transit to get to and from school.
27

28 8.11 The Applicant shall be responsible for implementing the following mitigation
29 initiatives, as delineated in the David Plummer & Associates Report (Applicant's traffic expert),
30 dated April 22, 2010:
31

- 32 (a) Old Cutler Road/ SW 184 Street -- Add a southbound right turn lane; signal phasing
33 adjustments.
34 (b) SW 184 Street at the project driveway -- Construct an eastbound left turn lane.
35 (c) SW 184 Street at the project driveway -- Construct a westbound right turn lane.
36 (d) Provide one off-duty police officer at each driveway during morning drop-off and
37 afternoon pick-up periods to monitor/control traffic.
38

39 8.12 Applicant shall be responsible for all expenses relating to traffic control, police
40 involvement, and police participation in traffic movements (the traffic plan). The traffic plan
41 relating to the daily school use and/or for any special events at the school for the roadways shall be
42 subject to approval of Village Police Department and Village Police Officers are to be hired by and
43 paid for by Applicant to manage traffic at entrance(s) to school and off-site locations affected by
44 traffic conditions.
45

1 8.13 Applicant shall install a "No Left Turn" sign at the exit to SW 176th Street and shall
2 preclude left-hand turns onto SW 176th Street, westbound, from the Applicant's SW 176th entrance.
3 This condition shall be required, at a minimum, during peak hours.
4

5 8.14 If vehicle stacking/queuing spills-over onto SW 176th Street, the applicant shall be
6 required to provide additional on-site stacking to accommodate the spill-over. This would require a
7 modification of the circulation plan, which shall be reviewed by the appropriate Village Departments
8 for Compliance. The Applicant shall not be required to obtain Council approval to make the
9 necessary stacking related, circulation modifications to the interior of the property.
10

11 8.15 Applicant shall comply with the "safe routes to school" requirements of 1006.23,
12 Florida Statutes.
13

14 8.16 Applicant shall install public sidewalks within the Rights-of Way fronting Applicant's
15 properties - 7900 SW 176th Street and 8001 SW 184th Street, after receiving approval from the
16 appropriate governmental agencies (County and Village).
17

18 8.17 The Village shall bi-annually (every six (6) months) test to ensure that there is a
19 limitation of neighborhood cut-through traffic. The Village shall analyze the traffic data and
20 determine corrective measures to limit such cut-through traffic. Based upon the testing, the Village
21 shall implement such corrective measures needed to enforce the Village's goal (for example,
22 installing no turn signs at certain hours, etc.). This is an obligation of the Village.
23

24 8.18 As part of Phase I, per exhibit D, the Applicant shall complete the turning lanes at
25 the new SW 184th Street entrance.
26

27 9. Parking Related Conditions
28

29 9.1 Comply with condition 7.11 relating to precluding right-of-way (ROW) parking.
30 Cross-reference with section 7.3, above.
31

32 9.2 No parking of vehicles in any of the interior buffers to the property (7900 SW 176th
33 Street or 8001 SW 184th Street).
34

35 9.3 The Applicant shall install pavers in the parking lot to minimize the stormwater
36 runoff impacts, rather than asphaltting the entire parking area, in compliance with Section 28-6(b)(1),
37 of the Village's Code of Ordinances.
38

39 9.4 No loud radios shall be allowed within the parking areas of the entire site.
40

41 9.5 Lighting shall be consistent with conditions 10.2 and 10.3, below.
42

43 9.6 That the Applicant shall maintain a sign prohibiting bus traffic, bus parking, student,
44 faculty or visitor parking along the swales/entrances to the Applicant's property.
45

1 9.7 Proposed installation of 48 sable palms to be planted in the northwestern corner of
2 8001 SW 184th Street shall be replaced with Live Oak Trees, or other trees acceptable to the Village,
3 as the Oaks shall reduce the "heat island effect," shall enhance the buffering of the site, and increase
4 the tree canopy for the site. The landscaping for the parking lot shall be reviewed at permitting by
5 the Planning and Zoning Department as to the number and type of trees.

6
7 9.8 A continuous hedge shall be incorporated around all parking areas and shall meet all
8 requirements of Chapter 18A, subsections (I) and (J), of the Miami-Dade County Code.

9
10 9.9 Applicant is not to create any additional, unimproved, temporary or permanent
11 parking areas on the property.

12
13 10. Lighting & Energy:

14
15 10.1 The Applicant shall not install lighting for outdoor use other than for parking and/or
16 Code required emergency lighting. The interior of the pool, below the water surface, may contain
17 lights.

18
19 10.2 Applicant shall install and maintain parking area light fixtures which project the light
20 rays directly to the parking surface, and shall include shields which restrict projection of light rays
21 outward to adjacent properties and also restrict the upward projection of light rays into the night
22 sky. Outdoor parking lot area light fixtures shall not cast more than 1/2 ft. candle at the property
23 line.

24
25 10.3 The parking lot lights and all other outdoor lighting (whether for security, roadway
26 or parking) should have a maximum overall height of 15 feet.

27
28 10.4 The Applicant shall not interfere with night programming at Bill Sadowski Park and
29 no athletic field lighting shall be permitted so as preclude adverse effects to the night programming
30 at the Park and residential community.

31
32 10.5 The Applicant shall be required to comply with the conditions of Section 28-6, of
33 the Village's Code of Ordinances relating to the "Minimum Green Standards" (relating to LED
34 lighting, pavers, energy saving fixtures and water conservation).

35
36 10.6 The Applicant shall provide roof location in those structures with flat roofs to install
37 conduit from the electrical room for future Photovoltaic System (PV) installation. A minimum of
38 300 sq. ft. or larger of roof area in a south or west direction shall be dedicated and clear of vent
39 pipes and other obstructions to allow for the installation of a future PV system. The submitted plans
40 must note compliance with this provision.

41
42 10.7 The parking lot and internal circulation lights shall be placed on a timer consistent
43 with the termination of operational hours and consistent with applicable codes.

44
45 11. Noise:

1 11.1 Noise emanating from athletic fields and bleachers shall not generate a direct sound
2 pressure level in excess of 65 decibels at the school's boundaries, as provided under the Village's
3 Code Section 30-60.29, as may be amended. The Village will notify the school and the Community
4 Relations Committee of any violations of the noise ordinance. The Village and Applicant will
5 immediately work together to develop corrective action(s). If the corrective action(s) is/are not
6 implemented within three (3) weeks of its adoption, the Village will require that all after-hours field
7 activities be temporarily postponed until the corrective actions are implemented by the school.

8
9 11.2 The Applicant shall install and maintain signs reading: "No radios beyond this point"
10 at the guard house or other location approved by the Village's Planning & Zoning Department. Any
11 student found by the Applicant's administration to have violated the sound restriction, after a
12 warning, would be disciplined within the Palmer Trinity Rules and Procedures.

13
14 11.3 At 7900 SW 176th Street, the Applicant shall ensure bells, pulses, buzzers, or other
15 sounds to signal class times during school operating hours on days when school is in session shall
16 not generate a direct sound pressure level in excess of 65 decibels above ambient sound measured by
17 the A-weighted scale at the school's boundaries, as provided under the Village's Code, Section 30-
18 60.29, as may be amended.

19
20 11.4 At 8100 SW 184th Street, the Applicant shall use digital signage system or other non-
21 noise devices approved and recommended by the American with Disability Act (ADA) and the
22 ADA Standards for Accessible Design, to signal changes of class times and announcements.

23
24 11.5 Any temporary public address speaker system or similar amplified sound device in
25 the athletic fields shall not be operated between the hours of 5:00 p.m. and 10:00 a.m. (Monday thru
26 Friday). On Saturday, the temporary public address speaker system or similar amplified sound
27 device in the athletic fields shall not be operated between the hours of 2:00 p.m. and 10:00 a.m. The
28 temporary public address speaker system shall be used in compliance with the Village's noise
29 Ordinance 30-60.29, as amended, and shall not generate a direct sound pressure level in excess of 65
30 decibels at the school's boundaries.

31
32 11.6 Code Compliance shall bi-annually (every six months) test the noise levels of the
33 Applicant's property from various locations and report back to the Community Relations
34 Committee. The Applicant shall work with Code Compliance and the Committee to cure any
35 violations of the Village's noise ordinance.

36
37 12. Environmental:

38
39 12.1 The Applicant shall provide a space for the collection and storage of recyclables.
40 This provision provides convenient access to recycling facilities and encourages building occupants
41 to utilize the recycling programs to their fullest. Projects shall comply with the minimum solid waste
42 and recyclables storage requirements. Applicant shall depict the collection and storage area(s)
43 location on submitted plans.
44

1 12.2 The Applicant shall use interior paints and wood finishes with low volatile organic
2 compound levels that do not exceed 50 grams per liter flat, or 150 grams per liter non-flat. This shall
3 be noted on the approved plans.
4

5 12.3 The Applicant shall hire an archeological consultant to execute a Phase 1
6 Archeological Survey prior to development. This will determine whether potential archeological
7 sites exist within the property. A list of archeological consultants has been provided to the
8 Applicant. The selected archeological consultant shall work closely with Miami-Dade County,
9 Office of Historic and Archeological Resources, during this process. In the event archeological
10 resources are found, the archeological consultant and the Applicant shall contact the County's
11 Office of Historic and Archeological Resources for guidance regarding additional testing and/or
12 archeological monitoring. If unmarked human remains are located, Florida State Statutes 875.05
13 (Florida's Unmarked Human Burial Act) shall apply and all work shall cease. The State Archeologist
14 shall then be notified.
15

16 13. Operations.
17

18 13.1 Service and delivery vehicles, including solid waste pick-up, shall be restricted to
19 Monday through Friday, between the hours of 7:00 a.m. to 7:00 p.m. [consistent with 30-60.29(e)(7),
20 of the Code]. Saturday deliveries would be allowed from 10:00 a.m. to 1:00 p.m. Service and
21 delivery vehicles shall use the SW 184th Street entrance. This requirement shall be implemented upon
22 the construction of the SW 184th Street entrance.
23

24 13.2 Service, delivery and storage areas and equipment shall be adequately screened and
25 located away from view of adjacent properties, in accordance with the proposed site plan.
26

27 13.3 That interior use of school facilities shall be restricted to the hours of operation
28 between 6:00 am and 10:00 pm, provided that the use is by the Applicant for school-related
29 purposes.
30

31 13.4 The property shall not be used for commercial leasing purposes. Commercial leasing
32 purposes shall mean any use not directly affiliated with the school operations of the Applicant. In
33 addition, it shall mean the use of the Applicant's property, buildings and facilities for economic value
34 or profit through third-parties.
35

36 13.5 Service, delivery and storage areas and equipment shall be adequately screened and
37 located away from view of adjacent properties, in accordance with the proposed site plan.
38

39 14. Structures.
40

41 14.1 The two (2) longer structures (building 16, the gymnasium and building 18, the
42 performing arts building) should be modified as follows: the wider portion of these structures are
43 approximately (260 ft x 149 ft). The Southern portion of each building provides a "tail-like"
44 continuation/extension of approximately 110 feet. These "tail-like" extensions should be
45 setback/offset six feet (6 ft) from the wider portions of each building. As to Building 16, the six

1 foot (6 ft.) offset should be situated towards the east boundary. As to Building 18, the six foot (6 ft.)
2 offset should be set back towards the west boundary.

3
4 14.2 In addition, along the 110 foot setback portion of Buildings 16 and 18, there should
5 be a colonnade or arcade, with first floor roof-like structure, to break-up the monolithic volume.

6
7 14.3 In compliance with section 7.14, Live Oak trees, or other equivalent type trees, with
8 an overall size of 16 feet in height, should be planted along the remaining east side of Building 18
9 and along the remaining west side of Building 16, every 20 feet on-center for the length of the
10 structures (area not covered by the first floor roof-like arcade structured area). The 16 foot trees
11 should be root pruned to encourage their ability to survive the shock of planting.

12
13 15. Enforcement.

14
15 15.1 Non compliance with the approved site plan shall result in the denial of future
16 permits and may result in a daily fine, per violation, as provided under section 15.2, below,

17
18 15.2 A violation of any of the development approvals and/or conditions of the Village
19 Council will result in a \$500.00 a day fine, per violation. The Village shall provide Applicant with a
20 reasonable period of time to cure. The Applicant is entitled to an appeal of the notice of civil
21 citation pursuant to the procedures for the Village Special Magistrate, found at section 2-205 of the
22 Village's Code.

23
24 15.3 Cross-reference with specific enforcement provisions relating to section 4.6 as to
25 student population and removal of portables under section 5.11.

26
27 15.4 Authorization for the Village of Palmetto Bay to Withhold Permits and Inspections.
28 In the event the terms herein are not being complied with, in addition to any other remedies
29 available, the Village is authorized to withhold any further permits, and refuse to make any
30 inspections or grant any approvals, until such time as the conditions contained herein are complied
31 with. The Village shall provide Applicant with a reasonable notice to cure period. The Applicant
32 may follow the procedures for the Village Special Magistrate regarding any appeal.

33
34 15.5 Cross-reference with section 11.6.

35
36 This is a final order.

37
38 Section 5. Record.

39 The record shall consist of the notice of hearing, the application, documents submitted by
40 the applicant and the applicant's representatives to the Village of Palmetto Bay Planning and Zoning
41 Department in connection with the applications, the Village's recommendation and attached cover
42 sheet and documents, the testimony of sworn witnesses and documents presented at the quasi-
43 judicial hearing, and the tape and minutes of the hearing. The record shall be maintained by the
44 Village Clerk.

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Section 6. This resolution shall take effect immediately upon approval.

PASSED and ADOPTED this 29 day of August, 2012.

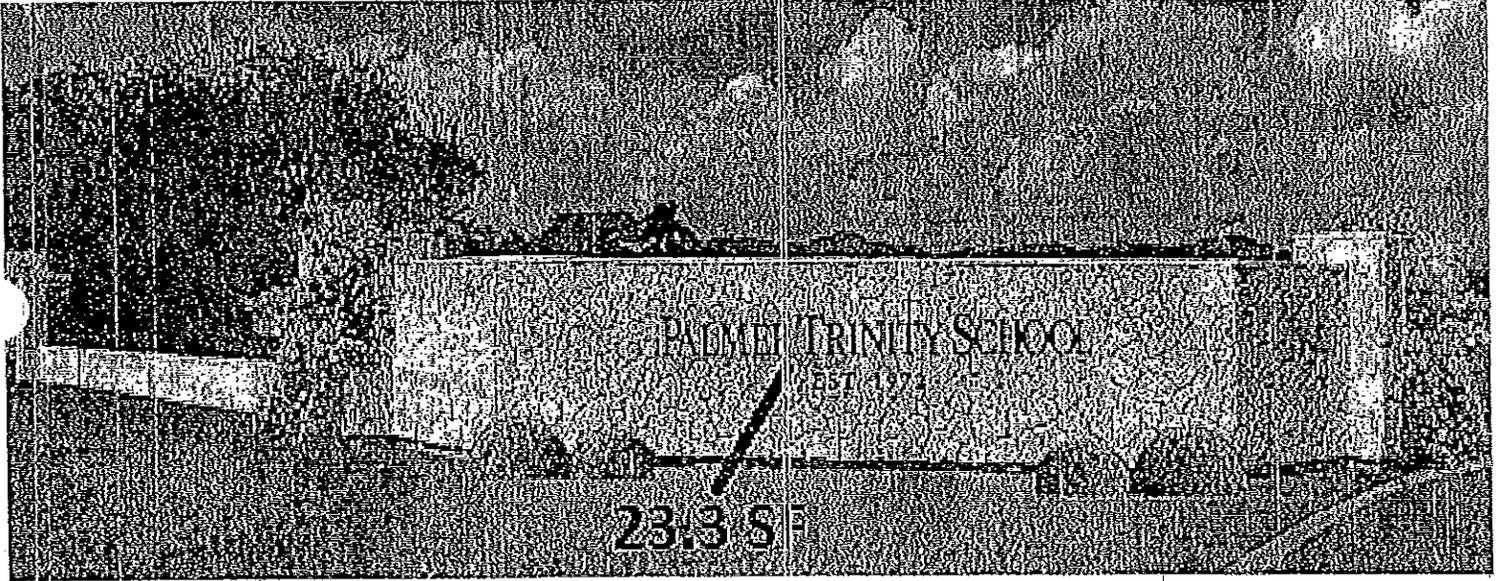
Attest: Meighan Alexander Shelley Stanczyk
Meighan Alexander Shelley Stanczyk
Village Clerk Mayor

APPROVED AS TO FORM:

Eric A. Boutsis
Eric A. Boutsis,
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore	<u>YES</u>
Council Member Howard Tendrich	<u>YES</u>
Council Member Joan Lindsay	<u>YES</u>
Vice-Mayor Brian Pariser	<u>YES</u>
Mayor Shelley Stanczyk	<u>YES</u>



Xerox WorkCentre 5330

Transmission Report

Q3-ID 305
 Local Name FD PA
 Company Logo FD PA

Date & Time : 07/12/2013 4:39 PM
 Page : 1 (Last Page)

The job has been sent.
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LAW OFFICES OF
SEAN M. CLEARY
 PROFESSIONAL ASSOCIATION

FACSIMILE TRANSMISSION SHEET	
TO: Evo Boutsis, Esq. Jeffrey L. Hochman, Esq. Stanley B. Pater, Esq.	FROM: Sean M. Cleary
COMPANY:	DATE: JULY 12, 2013
FAX NUMBER: 305-235-9372 305-351-2204 954-463-2444	TOTAL NO. OF PAGES INCLUDING COVER: 24
PHONE NUMBER:	SENDER'S FAX NUMBER: 305-416-9807
TO: Palmer Trinity Private School	YOUR REFERENCE NUMBER:

URGENT FOR REVIEW PLEASE COMMENT PLEASE REPLY PLEASE RECYCLE

NOTES/COMMENTS:

Attached please find:
 • Correspondence dated July 12, 2013

19 WEST FLAGLER STREET, SUITE 611
 MIAMI, FLORIDA 33139
 TELEPHONE: 305-416-9805 FACSIMILE: 305-416-9807
 SEAN@CLEARYPA.COM

#	Job	Remote Station	Start Date & Time	Duration	Pages	Protocol	Contents	Status
1	1409	19544632444	7-12; 4:33 PM	3:45	21/24	Super G3		Auto Send
2	1409	19544632444	4:38 PM	46 Secs	24/24	Super G3	Resend	Completed

Xerox WorkCentre 5330

Broadcast Report

O3-ID 305
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Page : 1 (Last Page)

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LAW OFFICES OF
SEAN M. CLEARY
PROFESSIONAL ASSOCIATION

FACSIMILE TRANSMITTAL SHEET

TO: Eve Boush, Esq. Jeffrey L. Hochman, Esq. Stanley B. Price, Esq.	FROM: Sean M. Cleary
COMPANY:	DATE: JULY 12, 2013
FAX NUMBER: 305-235-9372 305-351-2204 954-463-2444	TOTAL NO. OF PAGES INCLUDING COVER: 24
PHONE NUMBER:	SENDING FAX NUMBER: 305-416-9807
TO: Palmer Trinity Private School	YOUR REFERENCE NUMBER:

URGENT FOR REVIEW PLEASE COMMENT PLEASE APPLY PLEASE RECYCLE

NOTES/COMMENTS

Attached please find:

- Correspondence dated July 12, 2013

19 WEST FLAGLER STREET, SUITE 611
MIAMI, FLORIDA 33130
TELEPHONE: 305-416-9807 FACSIMILE: 305-416-9807
SEAN@CLEARYPA.COM

#	Job	Remote Station	Start Date & Time	Duration	Pages	Protocol	Contents	Status
1	1408 305 854 5351		7-12; 4:17 PM	7:01	24/24	ECM Broadcast	Broadcast	Completed
2	1408 3053747593		4:25 PM	4:23	24/24	Super G3 Broadcast	Broadcast	Completed
3	1408 19547632444		4:30 PM	0 Secs	-/24	G3 Broadcast	Broadcast	033-545