

1 CITY OF RIVIERA BEACH
2 PALM BEACH COUNTY, FLORIDA
3 CITY COUNCIL SPECIAL MEETING
4 MUNICIPAL COMPLEX COUNCIL CHAMBERS

5 JANUARY 27, 2010
6 6:00 P.M. - 8:15 P.M.

7
8 APPEARANCES

9 CHAIRPERSON DAWN S. PARDO
10 CHAIR PRO TEM JUDY L. DAVIS
11 COUNCILPERSON BILLIE E. BROOKS
12 COUNCILPERSON TONYA DAVIS JOHNSON
13 COUNCILPERSON SHELBY L. LOWE
14 CITY MANAGER RUTH JONES
15 DEPUTY CITY CLERK CLAUDINE ANTHONY
16 CITY ATTORNEY PAMALA RYAN
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P R O C E E D I N G S

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(Thereupon, the following was transcribed from the videotaped proceedings:)

CHAIRPERSON PARDO: Okay. We're ready. Are you ready? Welcome everyone to the City of Riviera Beach Special City Council meeting. Roll call, please.

DEPUTY CITY CLERK: Mayor Thomas Masters. Chairperson Dawn Pardo.

CHAIRPERSON PARDO: Present.

DEPUTY CITY CLERK: Chair Pro Tem Judy Davis.

CHAIR PRO TEM DAVIS: Here.

DEPUTY CITY CLERK: Councilperson Billie Brooks.

COUNCILPERSON BROOKS: Here.

DEPUTY CITY CLERK: Councilperson Tonya Davis-Johnson.

COUNCILPERSON DAVIS-JOHNSON: Here.

DEPUTY CITY CLERK: Councilperson Shelby Lowe.

COUNCILPERSON LOWE: Here.

DEPUTY CITY CLERK: City Manger Ruth Jones.

1 CITY MANAGER: Present.

2 DEPUTY CITY CLERK: Deputy City Clerk
3 Claudine Anthony is present. City Attorney
4 Pamela Ryan.

5 CITY ATTORNEY RYAN: Here.

6 CHAIRPERSON PARDO: Okay. Thank you very
7 much. We have a quorum. I'd like to invite
8 everyone to stand for a moment of silence
9 followed by the Pledge.

10 (Thereupon, the City Council and Audience
11 recited the Pledge of Allegiance and the
12 following proceedings were had:)

13 CHAIRPERSON PARDO: Okay. Thank you.
14 Ms. Jones, do we have any additions or
15 deletions to the agenda?

16 CITY MANAGER JONES: Yes, we do. Thank
17 you Madam Chair. I would like to remove item
18 number two from consideration for discussion
19 tonight.

20 CHAIRPERSON PARDO: Okay. Thank you.
21 Okay. Is there a motion to adopt the agenda?

22 UNIDENTIFIED SPEAKER: So moved.

23 UNIDENTIFIED SPEAKER: So moved.

24 CHAIRPERSON PARDO: Properly moved and
25 second.

1 DEPUTY CITY CLERK: Councilperson Lowe.

2 COUNCILPERSON LOWE: Yes.

3 DEPUTY CITY CLERK: Councilperson

4 Davis-Johnson.

5 COUNCILPERSON DAVIS-JOHNSON: Yes.

6 DEPUTY CITY CLERK: Councilperson Brooks.

7 COUNCILPERSON BROOKS: Yes.

8 DEPUTY CITY CLERK: Pro Tem Davis.

9 CHAIR PRO TEM DAVIS: Yes.

10 DEPUTY CITY CLERK: Chair Pardo.

11 CHAIRPERSON PARDO: Yes.

12 DEPUTY CITY CLERK: Unanimous vote.

13 CHAIRPERSON PARDO: Thank you. Item one.

14 DEPUTY CITY CLERK: A resolution of the
15 City Council, City of Riviera Beach, Palm Beach
16 County, Florida authorizing the Mayor and City
17 Clerk to execute an Interlocal Agreement with
18 the School Board of Palm Beach County, Florida
19 for roadway traffic and public safety
20 improvements as it relates to the new Suncoast
21 High School and provide an effective date.

22 CHAIRPERSON PARDO: Is there a motion?

23 UNIDENTIFIED SPEAKER: So moved.

24 UNIDENTIFIED SPEAKER: Second.

25 CHAIRPERSON PARDO: Properly moved and

1 second. Good evening, Ms. McKinney.

2 MS. MCKINNEY: Good evening. In December
3 of 2007, the Suncoast High School -- the School
4 Board applied for a land use and zoning change
5 for a small area adjacent to the Kennedy and
6 Mary Mcleod Bethune Elementary School for the
7 new Suncoast High School. And then in May of
8 2008, the Planning and Zoning Board reviewed
9 the land use change and rezoning. And then in
10 July of 2008, the City Council approved the
11 land use change and rezoning on first reading.
12 And then the land use change submitted to DCA
13 with our EAR based amendments. And those
14 amendments were scheduled to be adopted by the
15 City Council in April of 2010. The land use
16 change and rezoning for the school will be also
17 heard at that hearing.

18 The purpose of tonight's discussion of the
19 Interlocal Agreement, during the course of the
20 School's discussion with us about the site
21 plan, they had submitted to us traffic reports
22 in 2007 that demonstrated that the volume of
23 traffic that the school would produce needed
24 upgrades to the City's road system. Primarily
25 Congress Avenue needed turn lanes onto 13th

1 Street. 13th Street needed to be widened to
2 four lanes from Congress to Jake. And a new
3 turn lane heading north on Congress onto 13th
4 Street needed to be installed.

5 CHAIR PRO TEM DAVIS: Madam Chair.

6 CHAIRPERSON PARDO: Yes, Ms. Davis.

7 CHAIR PRO TEM DAVIS: I have a quick
8 question. You said that in 2007, who had
9 traffic studies, the City or the District?

10 MS. MCKINNEY: The School Board had them
11 prepared by a traffic engineer for their
12 project.

13 CHAIR PRO TEM DAVIS: That stated --

14 MS. MCKINNEY: That stated that those
15 improvements had to be made in order to
16 facilitate the traffic from the new school.

17 CHAIR PRO TEM DAVIS: Okay. Thank you.

18 MS. MCKINNEY: The traffic generated by
19 the new school exceeded the City and the
20 County's traffic level of service, which was
21 expressed in the traffic reports that the
22 school provided to us. The City had concern
23 about the School Board's ability to complete
24 the necessary roadway improvements to handle
25 the traffic created by the new high school due

1 to the fact that the high school is planned to
2 be open in August of 2010, which is in about
3 eight months. And we also know that the School
4 Board does not have the right-of-way for the
5 expansion of the roadway. So in order to
6 obtain the right of away, go out for bid, have
7 a contractor do the job, it probably would be a
8 very large miracle to have the roadway
9 improvements done between now and August 2010.

10 The Interlocal Agreement was prepared
11 between the School and the City, because the
12 City had held a water and sewer connection
13 permit for the School, which is a concurrency
14 requirement, the same as traffic, because the
15 City had serious concerns about the School
16 performing the traffic safety improvements. So
17 this Interlocal Agreement was drafted by the
18 School Board and the City to commit to the
19 necessary public health and safety improvements
20 for the high school. And with this agreement,
21 the City is also committing to issue the water
22 and sewer permits for the new high school.

23 The 13th Street is currently a two lane
24 roadway with 60 feet of right-of-way. Five
25 feet of the property for the additional two

1 lanes were to be obtained from the north side
2 of 13th Street where the new True Faith Church
3 of God is being constructed. And during our
4 course of working with the School District, the
5 City's reduced requirement that's in our code
6 for lane width from 12 feet to 11 feet in order
7 to allow the school to purchase less
8 right-of-way so it would be more beneficial to
9 them and more cost effective. However, that
10 wasn't enough to initiate the purchase of the
11 right-of-way to date.

12 The school site was being expanded into
13 the area where the church was previously
14 located on 17th Street. And during the time
15 that the school was taking property, the church
16 on the 17th Street area, they came up with a
17 deal with the church to where they would
18 exchange the property at 17th Street for the
19 property at the corner of Congress and 13th
20 Street. When they did that exchange, somehow
21 they inadvertently did not obtain the
22 right-of-way from that piece of property before
23 they handed it over to the church.

24 So the School Board did the land exchange
25 and the property that needs to be taken for the

1 expansion of 13th Street is on the north side
2 of 13th Street at corner of Congress, from
3 Congress heading east toward Jake. And the
4 property is part of the True Faith Church. And
5 then the rest of the property on 13th Street
6 belongs to the school themselves.

7 CHAIR PRO TEM DAVIS: Madam Chair.

8 CHAIRPERSON PARDO: Ms. Davis.

9 CHAIR PRO TEM DAVIS: Another quick
10 question. The property that was swapped with
11 the church, that property was owned by the
12 School District?

13 MS. MCKINNEY: Yes.

14 CHAIR PRO TEM DAVIS: Okay. Thank you.

15 MS. MCKINNEY: The Interlocal Agreement,
16 the School Board at its sole cost and expense
17 agrees to complete the following items prior to
18 August 1st, 2010. Construction of two
19 southbound left turn lanes on Congress Avenue
20 onto 13th Street. Construction of northbound
21 right turn lane along Congress onto 13th
22 Street. Widen 13th Street to four lanes with
23 five foot sidewalks on both sides of 13th
24 Street between Jake Lane and Congress Avenue.
25 Install traffic signals at the intersection of

1 13th Street and Congress Avenue, and 13 Street
2 and Jake Lane. And re-evaluate the bus routes
3 to eliminate or reduce the number of buses
4 turning right from eastbound Blue Heron onto
5 southbound Avenue S.

6 And this is an aerial that shows the
7 entire area. This is Blue Heron Boulevard.
8 This is Congress Avenue. This is 13th Street.
9 This is the site of the new high school. This
10 is the little area where the True Faith Church
11 of God is at the northeast corner of 13th and
12 Congress. On this side of the roadway is Marsh
13 Harbor. And along over here is Avenue S. So
14 Blue Heron, Congress, 13th, Avenue S.

15 This here is an aerial with the overlay of
16 the roadway. This is Congress Avenue. This is
17 heading south from Blue Heron. These will be
18 two new turn lanes to be constructed to go on
19 to 13th Street, which will have two lanes here.
20 This piece down here is a right turn lane on
21 Congress, which will be constructed to turn
22 onto 13th Street onto one of the two new lanes.
23 Over here is the True Faith Church of God
24 parcel. Here are the two lanes heading west.
25 So it's a total of four lanes here. The school

1 will need to obtain corner clips here and they
2 need to obtain corner clip here, and property
3 along the True Faith of God Church parcel, five
4 feet in width. They also will need to obtain
5 some property on this side to install the
6 traffic signals. Because there will be a
7 traffic signal installed at this intersection.

8 This shows the northbound turn lane on
9 Congress onto 13th Street. It shows the two
10 southbound here onto 13th Street. And the two
11 that head west going north on Congress. This
12 shows the widening of 13th Street to four lanes
13 with five foot sidewalks on both sides all the
14 way to Jake Lane. This is Jake Lane right
15 here. At this point here will be a traffic
16 signal installed at this point and also at this
17 intersection. So the additional amount of
18 right-of-way is approximately five feet that's
19 needed.

20 So the traffic signals as you can see,
21 these are the mast arms. The traffic signals
22 with the mast arms. So it would be a four mast
23 arm intersection. This is Congress and this is
24 13th Street. This is the traffic signals will
25 be located at Jake Lane and 13th Street. This

1 is the one, two, three property needs to be
2 obtained from these two of these property
3 owners. As you can see the mast arm is right
4 over the driveway of this piece of property.
5 The.

6 Interlocal Agreement, the School Board
7 commits to prior to February 1st, 2011 conduct
8 and submit a traffic study to the City to
9 determine whether traffic entering Suncoast
10 High School from westbound 13th Street
11 justifies construction of a right turn lane
12 into the school site between Jake Lane and
13 Forrest Lane. And I'll show you. This is the
14 area right here. We wanted them to study that
15 because we believe that this is two lanes on
16 13th Street. At this point it will become a
17 four lane street. Traffic heading west on 13th
18 Street will have one lane. If they're stopped
19 here and they're going to turn right, traffic
20 turning right. If a person is heading
21 straight, they will have to sit in whatever
22 volume of traffic backs up on 13 Street,
23 because there's only one lane at this. And we
24 would ask them to consider a dedicated right
25 turn lane right here into that. And we

1 determined that it would take approximately
2 just a corner clip of this piece of property to
3 construct that right turn lane because there's
4 60 feet of right-of-way in this area.

5 So the high school -- the school is
6 committed to submit the traffic study to the
7 City to determine whether the traffic entering
8 the high school from that westbound 13th Street
9 justifies construction of the right turn lane
10 between Jake and Forrest Lane on 13th Street
11 for westbound traffic. And they're committed
12 to do that by February 1st, 2011. And they
13 also committed to conduct and submit a traffic
14 study to the City to determine whether there's
15 a need for traffic safety modifications to the
16 intersection of 13th Street and Avenue U, and
17 to conduct and submit a traffic study to the
18 City evaluating the need for school related
19 traffic signage on the City public roads
20 adjacent to the school property.

21 And in the Interlocal Agreement, the City
22 agrees to fully approve and issue to the School
23 Board the permit for the water and sewer
24 connection for the new Suncoast High School
25 within one business day of the effective date

1 of the Agreement. The City also agrees to
2 expedite the approval and permitting of the
3 construction drawings for the roadway
4 improvements to 13th Street and Jake Lane.

5 That's the end of our presentation. And I
6 will leave the diagram up there showing the
7 intersection of Congress and 13th Street and to
8 Jake Lane.

9 CHAIRPERSON PARDO: We have a lot of
10 comments. How about we go to comments from the
11 public and then the Board will discuss this.
12 The first comment is Lazanya Ambruster.

13 MS. AMBRUSTER: Good evening to everyone.
14 I'm Lazanya Ambruster.

15 CHAIRPERSON PARDO: I'm sorry. I
16 crucified it.

17 MS. AMBRUSTER: It's okay. 471 West 30th
18 Street, Riviera Beach. I'm standing on behalf
19 of our church. I just wanted to say that the
20 School Board, the lane that they're taking is
21 on the property. And we've actually been out
22 of the church for two years. They said that
23 they swap with us. They did not swap with us.
24 To me it's like they're just taking over the
25 lane and they're not giving the portion that's

1 allowed to our church to continue to build with
2 on that piece of property.

3 I've been in the church for more than 20
4 years. I've raised my kids there. And also in
5 the church we have a daycare. And it's a big
6 hold up of the lanes coming into the church.
7 If they would release their portion back to us
8 so we can go ahead and finish our -- the church
9 that we're trying to do for the kids at our
10 daycare as well.

11 They said that they swapped with us. They
12 did not swap with us, with our church. It was
13 not a swap. So I'm standing on behalf of True
14 Faith Church of God and Christ to let them know
15 that it wasn't a swap. It was like a takeover.
16 And if they could just, you know, release the
17 funds back to our church so we can continue
18 with the building of our church that's on
19 Congress.

20 CHAIRPERSON PARDO: Thank you. Curtis
21 Ambruster.

22 MR. AMBRUSTER: Curtis Ambruster.

23 CHAIRPERSON PARDO: Good evening.

24 MR. AMBRUSTER: 471 West 30th Street,
25 Riviera Beach. I stand today on behalf of True

1 Faith Church of God and Christ. When I stand
2 here, I stand here with regrets because I feel
3 by now we should have already been in the
4 church. Secondly, the daycare should have been
5 completed. There are a great work going on at
6 True Faith Church of God and Christ. And I
7 know that in the past some of you have
8 witnessed some of the things that have happened
9 out of True Faith Church of God and Christ.

10 On behalf of my pastor and bishop, Bishop
11 Jack Williams, and his wife, and to all the
12 members and the officers, we stand tonight not
13 asking for anything. We're not asking for
14 anything. Because we stand here before and we
15 asked and it was supposed to be given. Not
16 only that, we purchased the property. And to
17 have right now reservations of you can't move
18 any further, you can't do this, you can't do
19 that, that is unacceptable. And I feel that
20 whatever the City could have done within those
21 times, they should have helped us. That's how
22 I feel. We should have been given more help
23 than we had because we've been here before.
24 It's not that this is something new. We had to
25 move from where we were, purchase another piece

1 of property to start a church all over again,
2 and then here we are back again fighting the
3 same people that moved us from where we were.
4 And what has the City done? Maybe they've done
5 a lot in your eyes. But I don't feel we should
6 be back here again asking for the same thing.
7 Thank you.

8 CHAIRPERSON PARDO: Thank you, sir. Wary
9 Leonard.

10 MS. LEONARD: Wary Leonard. My comment is
11 that the School Board is the fox here and we're
12 the chickens. The School Board is in charge of
13 everything. We have given the fox control.
14 They're going to do all the studies. The
15 studies are going to come from them.
16 Ms. McKinney has already said what we need.
17 Why do we need their study if our department
18 head has said what we need.

19 Also Ms. McKinney forgot to mention that
20 what would happen if they don't hold up to
21 their agreement. On here it says that if the
22 Board, which is the School Board, is not able
23 to comply with all these agreements on the
24 road, our City Manger that works for us, not
25 the School Board, shall -- let me get it

1 correct now. This is their paper. The City
2 Manger shall recommend approval of the
3 amendments of the agreement at the next regular
4 City Council meeting.

5 Where was our attorney when this was
6 formulated? School Board attorney, you did a
7 great job. We need representation City. Thank
8 you.

9 CHAIRPERSON PARDO: Thank you. Barbara
10 Siggs.

11 MS. SIGGS: Good evening to the Board,
12 Councilman. My name is Barbara Siggs. I live
13 at 1111 Center Stone Lane, Riviera Beach. I've
14 been a member of True Faith Church of God and
15 Christ for over 20, approximately 25 years.
16 And I'm just here to state that most of you
17 already know because like Brother Ambruster has
18 said, we have been here before. And I just
19 want you to realize what we've gone through for
20 the past two years, how the School Board has
21 treated us.

22 We've been out of our church now for over
23 two years. We had a membership of close to 250
24 members and now it's down to like maybe 50
25 because of the move. We're crammed into a very

1 small church now. One of our secondary
2 churches as a result of this. And I want to
3 clear up also the misconception. I want to
4 make it clear to you that there was not a swap
5 of land. We were forced to pay \$500,000 for
6 that piece of land. \$500,000. Way above the
7 market price. And the reason we paid that
8 amount of money, because we wanted to remain in
9 the City of Riviera Beach. The majority of our
10 parishioners are from Riviera Beach. We had a
11 full running daycare. Most of our parents and
12 the children were from Riviera Beach. So
13 that's why we wanted to remain in Riviera
14 Beach. We were working in Riviera Beach. We
15 were doing a great job there. We were very
16 happy where we were. We were forced because
17 there were no other piece of property in
18 Riviera Beach that we could build a church.

19 So I just want to make sure that you
20 understand that it was not a swap. We paid
21 \$500,000. And on top of that, we had to
22 take -- we settled for \$1,300,000. That money
23 that we bought the property came out of that
24 settlement. Okay. So it was -- we have been
25 just mistreated all the way around.

1 So I want you when you consider this
2 proposal that the School Board -- that you're
3 taking consideration, the members and the
4 citizens that go to our church and a part of
5 this community, and that you use your power to
6 represent us properly. We are all voting
7 citizens. We all voted to put you into office
8 and we're hoping that you're going to stand by
9 us and help us.

10 The School Board -- the lady couldn't have
11 put it more. They're like foxes and they're
12 killing off the chickens. So I'm asking that
13 you stand by us and work with us so that we can
14 get our church running. The City of Riviera
15 Beach has many, many, many, many things. And
16 most of the all will probably know that we need
17 churches. We need churches in this City to
18 help put some good, old fashion religion back
19 into the City. And I think that will help the
20 crime rate in the City.

21 So we want to get our church running, get
22 our members back, and work to help to improve
23 the City. Thank you.

24 CHAIRPERSON PARDO: Thank you, ma'am.
25 Pastor Jack Williams.

1 PASTOR WILLIAMS: My name is Pastor Jack
2 William. My address is 301 West 37th Street.
3 I've been a minister in this City for 48 years.
4 I came to this City when I was four years old
5 and now I'm 76. So you know I know more about
6 this City probably than you do.

7 I would just like to say that I never seen
8 a school like the School Board. To get the
9 property we paid they say five. But it was
10 \$500,397. That's what we paid. When we got it
11 surveyed, we found out that the school, what
12 they did instead of charging us here, they went
13 up here. The guy that surveyed it didn't
14 realize that we had paid that kind of money for
15 the school.

16 In this also we had a very nice daycare.
17 They done put me out of work now for two years.
18 Two years we trying to take care of our family,
19 trying to take care of the bills. The School
20 Board haven't talked with me not one time. Now
21 they want to get the right-of-way. But the big
22 issue is this. They want the right-of-way, but
23 they don't want to pay us for it. Now we paid
24 \$500,397, but the school do not want to pay us.
25 They just want to take it. Now the road need

1 widening. Because when we started the daycare,
2 our daycare will hold over a hundred kids. You
3 really going to need it widened. But the
4 School know that if they widen it, they're
5 going to have to take a lot of our property.
6 In other words, I don't think it's right for me
7 to give it to them. They didn't give it to me.
8 So it sure ain't right for me to give it to
9 them.

10 And like I heard others say, we need a
11 church. Now I know three things we need in the
12 community, a church, a fire station, amen, and
13 a school. Now those three things is very
14 important. But it seems like to me really this
15 shouldn't be a settlement. The judgment said
16 that they were supposed to give us two
17 portables for daycare delivered to the
18 property. And we should have -- we've been
19 waiting on that two years. I found out today
20 that this is the first -- seven days ago the
21 School Board just sent the contract. In fact
22 we laughing today. Just send it to us.

23 Now really I love the school. I graduated
24 in 1954 from Roosevelt High School. A lot of
25 you up there, I know your husband. We went to

1 school together. I really think that being the
2 council, it always bothered me. I wonder who
3 represent us. Which one of the counsel
4 represent us? I never see them. We vote. One
5 thing I always tell my congregation, I want
6 everybody to vote. I don't want nobody to stay
7 home. Vote for somebody, the one that you
8 love. I haven't heard a council meeting, not a
9 councilor come up there and say something to me
10 to sort of make us feel good.

11 We want to get in the church. We got
12 members. We losing members every day. We
13 don't have nowhere to put them. We losing
14 members. The School don't care. All the
15 School want to do is get what they got and
16 that's it. And what bothers we, so I hate to
17 say, they get people like them back there to
18 represent them to kick us in the so on and so
19 on, and I don't think it's right. I really
20 don't think it's right. I really don't think
21 that's right. I really don't.

22 Now if I was going to represent, I would
23 do it right. And I do feel that whatever you
24 can do, the Council Persons, we appreciate very
25 much that you really try to help us. They say

1 they'll be held up. We supposed to be in the
2 church a year and a half. So now they don't
3 think that held up. Once again I say please
4 help us. We need your help. Don't let the
5 School kick us and leave us alone. Thank you
6 very much.

7 CHAIRPERSON PARDO: Thank you, sir.
8 Margaret Williams.

9 MS. WILLIAMS: Good evening. Margaret
10 Williams, 301 West 37th Street.

11 CHAIRPERSON PARDO: Good evening.

12 MS. WILLIAMS: I'm just here to say, I'm
13 from True Faith. Matter of fact, that was my
14 husband. And I ran the daycare. And they
15 wasn't supposed to shut us down. It was
16 supposed to have been a transition. And they
17 promised us two modules fully equipped so we
18 can continue the daycare. And that was in
19 June, June 30th. And we should have been back
20 in business by August. Here it is going on two
21 years and none of that, the promises they made,
22 none of that happened. We didn't come up with
23 that agreement. They did. And after we agreed
24 to it, you know, they just kicked us to the
25 side. So we just struggling. And I think

1 about -- I know it was, you know, progress and
2 everything. Everything has to go on. But then
3 what about us, you know. What line did
4 everybody get in to make their life more
5 important than mine. I have no job. I can't
6 get any money anywhere. I'm just sitting in
7 limbo waiting. Waiting for the little bit of
8 money I do have left to run out. And they have
9 not even considered that.

10 So I don't know all the promises that
11 they're making. We're witnesses that they're
12 not going to do that. So if you let them go,
13 they're going to still leave us in limbo.
14 There are studies that they said they're going
15 to go back and do. They're not going to do
16 them because they care less about us. But we
17 just compelling you guys to look out for us.
18 And we would truly appreciate it. Thank you.

19 CHAIRPERSON PARDO: Thank you. Sharian
20 Gilbert.

21 MS. GILBERT: Good evening. My name is
22 Sharian Gilbert. I live at 2316 Avenue Z,
23 Riviera Beach. And I too join in with my
24 pastor and the other members. Respect to all
25 of you here tonight. I would like to call your

1 attention to a few words in the proposal that I
2 sort of briefly read over, too. We were trying
3 to pull it up on the internet also. The word
4 swap as they have already brought to your
5 attention was not a swap of our property. In
6 this paper here it says exceed, exchange
7 property, urgency, progress, consideration,
8 expedite. And that's my thing. Expedite. And
9 then, I forget her name, she said this little
10 area right over here in the corner where the
11 little square is right there. Well, that's our
12 church and it's very dear to us. The reason
13 why we're upset is because they've promised,
14 they've taken, they're promising. You've all
15 heard it. But make them do something for us.
16 You represent us. Make them do something.
17 Hold them accountable for what our church
18 needs. Expedite. They want to expedite this
19 position right here. They want to put the road
20 in. They'll do every type of study later and
21 report back to the City if there's a problem.
22 But no one ever considered how we're doing.
23 Nobody came to say, church members, how's the
24 progress of your church going on Congress
25 Avenue. People ask us every day. What's going

1 on with the church? What happened? What do we
2 do? Who's expediting any programs or giving
3 you some feedback on what's going on with our
4 church.

5 The roads. They're going to do a survey
6 and report back to you in the year 2011. If
7 there's any problems they'll let you all know
8 that we need to reconsider Jake Lane and all
9 this. But what about us? For two years, for
10 two years, and it is hard. Like she said, our
11 pastor's wife, she's not working. Unemployment
12 is not going to pay her bills. There are a lot
13 of people unemployed. We didn't want to move
14 to Jupiter. We love Riviera Beach. And we
15 care about our City just like you all care
16 about the City. Make the School Board care
17 about us. Somebody needs to pay attention to
18 us.

19 Look at page number two. The Board at its
20 sole cost and expense. The Board, the School
21 Board is willing to pay all this because they
22 want something done for their benefit. But
23 what about our benefit? Our church is on 7th
24 Street right now. We're in a cramped little
25 place. The citizens, the neighbors right over

1 there, some of them don't want you to park
2 here. We're being pushed and shoved and pushed
3 and shoved. And when you put the road over
4 there, you're going to push us and shove us one
5 more time.

6 And just like President Obama said, and I
7 want to go home and listen to the State of the
8 Union. Just like he said, you need to listen
9 to us. Listen to us like he listened to us.
10 Is that a fire drill?

11 CHAIRPERSON PARDO: That's your three
12 minutes.

13 MS. GILBERT: I'm sorry. I just want you
14 to pay attention. Those words. Please pay
15 attention to those.

16 CHAIRPERSON PARDO: Julia Burs.

17 MS. BURS: Hello. My name is Julia Burs.
18 I reside at 2900 Avenue H West in Riviera
19 Beach. I too am a member of True Faith Church
20 of God and Christ. Also respect to all the
21 councilmen and to my bishop and his wife and
22 our congregation. I've never done this before,
23 stand before the council board, but I just felt
24 that it's really time that a lot of us speak
25 up. Because a lot of us are hurting. And I'm

1 really hurt about how things have gone on with
2 our church. It's hurtful to see my pastor and
3 his wife not having a job. And how many years
4 the daycare went on. Our children went there.
5 A lot of the member's children went there,
6 graduated, and are now grown and have children.
7 That's how long the daycare have been going on.
8 And for it to no longer exist and to just be
9 taken away, it's very hurtful. And if you
10 would just look around at the size of this room
11 that we're sitting in right now. I want you to
12 imagine that the church that we're in right now
13 on 7th Street is not even half the size of this
14 room that you're in. And I want you to think
15 about how we had 250 members in our big church
16 that was on 17th Street and how we've lost a
17 lot of our musicians, a lot of our faithful
18 members. We've lost a lot of our young people.
19 Because believe it or not, young people are
20 very sensitive. They're very sensitive. We
21 look at them. They look up to us. We tell
22 them what God can do. And then when they see
23 things like this, see our big church was taken
24 away from us and we're cramped in this very
25 small church. It's very hurtful and it's hard

1 for children to understand that. We have a
2 room for -- we have our classes separated on
3 Sunday. We have Sunday school. And we have a
4 small room that our children are sitting in.
5 We have toddlers that, you know, we have
6 chairs. Some of them we have to put on the
7 floor because we don't have the space. And
8 then inside of the sanctuary it's pretty much
9 filled because that's where all the adults are
10 sitting for Sunday school. And church may not
11 be really important to a lot of people that is
12 here, but it's very important to us. And it's
13 my life. I love my pastor and I love his wife
14 and all of the members. We've worked -- I know
15 I've been in the church over 20 some years.
16 And it's really hurtful to see how the School
17 Board has done us. And I'm just here because I
18 really want something done. I really want you
19 all to feel our hurt and our pain. And to
20 understand if you would just come by some time
21 on Sunday, any time on Sunday and see how we
22 are really surviving in the church. We're
23 still trying to keep things forward. A lot of
24 the programs, I'm over -- I just volunteered to
25 be over the sewing circle. And that is a club

1 where we're teaching young ladies how to sew
2 and knit and croche and things like that. I'm
3 saving up money right now to have machines.
4 I'm sorry. I spoke over my time, too.

5 So I'll just sum it up. We just want to
6 be in our new church. And we want you to
7 please help us. Please help us and feel our
8 pain.

9 CHAIRPERSON PARDO: Thank you, ma'am.

10 Gerald Ward.

11 MR. WARD: Gerald Ward, 31 West 20th
12 Street. SEDEX powerpoint is not available in
13 the back for anybody to review. Did you all
14 get it ahead of time so that you had the
15 benefit of a description? Because it truly
16 starts to raise the problems. I often have
17 said timeliness is next to Godliness. The
18 testimony was that it started out in 2007. I
19 was at a planning board meeting where all of
20 these concerns were raised. And what it
21 appears is that it was submarined into the
22 August of 2009 EAR amendments. And you never
23 really heard all of these problems in August
24 that went before this council, minus Ms.
25 Davis-Johnson. Maybe she was there. Maybe

1 not. I don't think so. But she saw it at
2 planning board maybe a couple years ago, a year
3 and a half.

4 That didn't get to Tallahassee until
5 October. And each of you have before you based
6 upon the last meeting the problems of
7 objections of the Department of Community
8 Affairs. Remember it council a week ago it was
9 an add on item. And Ms. Pardo let us talk and
10 Ms. Ryan said, well, we'll defer it till
11 tonight. But I don't think we have done what
12 is needed. Did you communicate with the
13 bakery? Did you communicate with Marsh Harbor?
14 The main entrance of Marsh Harbor, if you take
15 the drawing and look up into the right corner
16 of the eight and a half by 11, you will see
17 that Marsh Harbor will be relegated into right
18 in and right out. So if they want to go north
19 on Congress, they'll have to come down to this
20 same overloaded intersection and turn around
21 u-turn and go back north. Nobody can get into
22 the bakery. Nobody can come north on -- come
23 south on Congress and get into the bakery or go
24 north on Congress and turn into Marsh Harbor
25 after this is done.

1 There needs to be a lot more
2 transportation engineering to improve this.
3 It's almost like it's going to take a triple
4 left turn to solve the stacking problems so
5 that this major subdivision of Marsh Harbor
6 still functions or maybe you're going to have
7 to relocate the entrance to the south. There
8 are substantial damages to that subdivision by
9 what's proposed here. And I want to know
10 whether you communicated to them. Management
11 was asked last week to talk to all the
12 residents and business owners that were being
13 adversely affected. So lack of timeliness has
14 got you in a box again.

15 CHAIRPERSON PARDO: Thank you, sir.

16 Michael Brown.

17 MR. BROWN: Good evening, Madam Chair,
18 Council Persons. I'm the attorney for True
19 Faith and I just want to point out a couple of
20 things if you're a little confused. What you
21 heard is the pastor, his wife, and the church
22 members try to give you a history as to their
23 dealings of the School Board which have not
24 been very good. Unfortunately I did not
25 represent them when they cut that deal with the

1 School Board, because I would have never let
2 them do it.

3 Back then the School Board entered into an
4 agreement with the church where the church in
5 exchange for giving up their property and
6 selling it to them for a million, a little over
7 a million dollars. They then -- the church
8 then had to buy this piece of land from the
9 School Board at a very, very high price.

10 School Board deducted that \$500,000 out of the
11 million that they paid them. Then they forced
12 the church to turn over that church and that
13 property to them in June of '08, and promised
14 the church that they would deliver portable
15 classrooms out on the new site so that they can
16 continue the daycare and continue worshiping.
17 They still haven't done it. And the only
18 reason that they delivered the final piece of
19 paperwork about 10 days ago is that they did
20 hire me, and I took them to court, and the
21 judge forced them to turn over all of the
22 paperwork that they need so we can get the
23 permit to get the portables delivered. In the
24 meantime the church has been without a place to
25 worship, without a child daycare center.

1 Tremendous hardship.

2 Now what the School Board is asking you to
3 do is to basically allow them to create an
4 unsafe alleyway right there on 13th Street.
5 Because all the School Board is concerned about
6 are the kids that are going to come in, in
7 those cars that go to the new Suncoast High
8 School. All of those kids that are going to be
9 walking along 13th Street from Marsh Harbor,
10 Spinnaker Landing, anywhere else, they're going
11 to be walking right through that little narrow
12 corridor. And it's amazing that the School
13 District of Palm Beach County would come in and
14 ask the City to allow the School Board to
15 create an unsafe condition for children by this
16 agreement. The School Board only does that in
17 one community, this community. They would not
18 dare go into another community and ask you all
19 to basically let them open up without a very
20 safe thoroughfare. To open up without
21 complying with your laws. To open up without
22 complying with the County's rules regarding
23 intersections.

24 When you build a house, you have to go in,
25 get plans, get plans, get drawings, get your

1 setbacks, put your roadway, your driveway, your
2 access in, and then you build a house and you
3 come in and get your permit. Because the
4 School District issues its own permits, they
5 just start building and said the heck away with
6 going in to deal with Riviera Beach. And how
7 do I know it? Because I've taken their
8 deposition. You ought to see what they say and
9 think about your staff. You ought to see their
10 emails and communication as to what they think
11 about Riviera Beach. I think it would be a
12 mistake for you to allow them off the hook.
13 You ought to tell them to comply with your law,
14 get it done. I've seen them do things much
15 quicker. They've got eminent domain powers.
16 They don't want to deal with the church because
17 they know they got to buy back land from the
18 church that they didn't keep for themselves.
19 And they call Riviera Beach keystone cops. You
20 want to ask yourself, how did you all sell to
21 the church land that you knew or should have
22 known that you needed for proper access and
23 egress for your school. They don't want to
24 deal with the church now because the church has
25 a new lawyer. All right.

1 When I represented my clients out there --
2 and I'm finished, Madam Chair. Thank you for a
3 few extra seconds. Give an example. I
4 represented three clients when the School Board
5 did their eminent domain. New Beginnings.
6 They own six acres. School District offered
7 them \$740,000, okay, for six acres. They sold
8 the church this land for 500,000. I took them
9 to trial. A 12 person jury awarded us
10 \$2,450,000. I represented a family right next
11 to New Beginnings. They offered them \$240,000.
12 Well, right before everything hit the road that
13 family decided to get a new lawyer. But they
14 used my work and they settled that case for
15 \$835,000.

16 The School Board has not contacted us
17 about getting this additional land. The church
18 hasn't been able to expand and complete their
19 construction for a number of reasons. But one
20 of the problems is the church can't build in
21 that five foot right-of-way that the City knows
22 and has told the School Board that it needs to
23 acquire.

24 I'll wrap up Madam Chair by saying this.
25 If you enter into this deal, what you're doing

1 is contracting away your code. You are saying,
2 yes, go ahead and make an unsafe condition for
3 that corridor there. You're saying the heck of
4 way with the kids at Marsh Harbor, Spinnaker
5 Landing. And if you want to know what kind of
6 cars are going to be coming in to the new
7 Suncoast High School, it's the same ones that
8 turn the corner right out here every morning.
9 The School Board should do what they're
10 supposed to. They should follow your laws.
11 You shouldn't have to force them to make a safe
12 condition for school kids. And you shouldn't
13 have to inform them to comply with the rules
14 and regulations. When I drive along Haverhill
15 or Jog Road I guess it is into those
16 communities out west and I see those schools
17 and I see those kids walking along these nice
18 big wide sidewalks, flashing lights, slow
19 lights, and then I look at our kids walking
20 along here on Blue Heron. And if it wasn't for
21 Chief Williams who instituted those slow down
22 zones, because the School District didn't say
23 anything about it, our kids would be used for
24 cannon fodder.

25 I would strongly ask this council to

1 really make the School Board do what they're
2 supposed to do. They can do a quick taking on
3 the eminent domain, get that land, get that
4 right-of-way, and do their improvements. They
5 don't want to deal with us because they know
6 they have to pay for it and they know that they
7 haven't had much success in dealing with
8 clients who have been represented by myself.
9 That's just the way it is.

10 So I would urge you to take a look at it.
11 I think the agreement is wrong. You can't
12 contract your code away. You're basically
13 saying, yeah, we're going to allow you to
14 create an unsafe corridor for your residence
15 and I don't think that's good policy.

16 CHAIRPERSON PARDO: Thank you, sir. Okay.
17 Board.

18 COUNCILPERSON DAVIS-JOHNSON: Madam Chair.

19 CHAIRPERSON PARDO: Yes, Ms.
20 Davis-Johnson.

21 COUNCILPERSON DAVIS-JOHNSON: When I
22 reviewed the agreement, I looked at
23 specifically items two, three, four, five. And
24 those dealt specifically with the right turn
25 lane, the left turn lane, the four lanes which

1 would widen 13th Street, and additionally the
2 traffic signal installation on 13th Street and
3 Congress. But as I go further into the
4 agreement on to 13, item number 13, I'm a bit
5 perplexed. And I need someone to help me with
6 this. Because it says that the City
7 acknowledges that the road and traffic
8 improvements set forth in paragraph three, four
9 and five require the acquisition of real estate
10 interest from third parties, and the timing of
11 these acquisitions is only partially under the
12 control of the Board.

13 Now it seems to me that the Board has
14 known for quite some time that it needed to
15 acquire this. And based on the way that this
16 statement is written it seems to me that it
17 says clearly that they will make reasonable
18 efforts. Well, come August 10th, if they've
19 not made reasonable efforts and they come back
20 before this Board, they're going to say well
21 we've done everything that we possibly could
22 do. We've made reasonable efforts. We're
23 going to open this school. We won't have
24 widened 13th Street. We'll have a back up in
25 the community. We'll have an over taxed

1 community. And I just don't see where that is
2 a true benefit for this board.

3 You know for me in essence it just says
4 that the roads may or may not be done come
5 August 10 in the event that they have not made
6 reasonable efforts. So that concerns me. So a
7 question that I have -- and I do see School
8 Board representation. So I don't know, are you
9 going to invite them to the podium?

10 CHAIRPERSON PARDO: Yes.

11 COUNCILPERSON DAVIS-JOHNSON: Because what
12 I want to know is where are they in the process
13 of acquiring the necessary properties. I want
14 to know, you know, what is it that they're
15 planning to do as it relates to acquiring the
16 property and insuring us that this is going to
17 be completed. Because this agreement virtually
18 doesn't give us any concrete standing in my
19 opinion, because at any point in time they can
20 come back and say to us that they have done
21 their due diligence and was not able to acquire
22 the necessary property. So I want to know
23 where they are in the process.

24 I did contact the Palm Beach County
25 Traffic Division of Engineering. And I asked

1 where was the School Board in the process of
2 obtaining the permits in order to do the work
3 on the County roads which are Congress. What
4 they said to me today is there was an issue
5 because there was no proof of acquisition of
6 the right-of-way. So there's no way that they
7 can even move forward.

8 So I'm just trying to understand how you
9 tell us in three, four and five of all of the
10 wonderful things that you're going to do, yet
11 you come back in 13 and you say in the event
12 that we're not able to reach an agreement. And
13 it seems to me that they have had sufficient
14 time, because this is dating back to 2007. So
15 why are we to believe now that every effort is
16 going to be made before August 10th to make
17 this right.

18 So my concern is definitely with 13, you
19 know. And I guess the real question is going
20 to be, you know, having the School District
21 respond to us and let us know where they are in
22 the process. Have they notified our residents
23 of the need to take -- to acquire the
24 right-of-way for this necessary expansion.
25 Where are they in that process? Where are they

1 in notifying our residents of the potential
2 back-up that's going to happen into that
3 community? Where are they in the process of?
4 Notifying. Where are they in the process --
5 you know, I guess the question for us is going
6 to become, do we really want to hold up the
7 opening of this school. Because I did
8 understand today when talking to the County
9 that, you know, the only thing that would be
10 available to us if the School District should
11 not honor this is to ask for an injunction.
12 And, you know, the question would become, you
13 know, is that something that we really want to
14 do. But we need to hold their feet to the
15 fire. This has been going on for an exorbitant
16 amount of time. Where are they in the process?
17 What has been done? So that we can have a
18 better idea of where we need to go with this
19 particular item.

20 CHAIR PRO TEM DAVIS: Madam Chair.

21 CHAIRPERSON PARDO: Ms. Davis.

22 CHAIR PRO TEM DAVIS: I have a couple of
23 questions. One of the things that Councilwoman
24 Tonya Davis-Johnson just stated concerning
25 number 13. It takes me back to something that

1 Mrs. McKinney said. It takes me back to that
2 traffic study that you say the School District
3 had that said all of these things needed to be
4 done. And that was in 2007.

5 So why is it -- and I guess the School
6 District person will come up in a little while.
7 If these things had to be done then, why did
8 they not start that process then? And the
9 other thing is I'm a little bit confused
10 because I was told by a staff person at the
11 School District in trying to find out what was
12 going on and everything is that the School
13 District never owned the property that was sold
14 to the church. So my question is who owned it?
15 The School Board owned it. Okay. And I never
16 knew that you paid for it. I always thought it
17 was a swap.

18 So there's a lot more to this than I knew
19 about. And I'm a little bit uncomfortable with
20 it. And let me get my thoughts together. We
21 can go on to somebody else right now.

22 COUNCILPERSON DAVIS-JOHNSON: Are we
23 finished with public comments? Are we going to
24 now get involved with the staff with the School
25 Board?

1 CHAIRPERSON PARDO: We're done with public
2 comments. I'll just give my couple of comments
3 here. I am very, very uncomfortable with this
4 agreement. I think we all need to be thinking
5 about, you know, first and foremost the safety
6 of the children in this City. You know, we all
7 know the majority of the children at Suncoast
8 unfortunately are not coming from the City of
9 Riviera Beach. However, in item 12, number 12
10 here of the agreement it states that the City
11 shall be functional -- financially responsible
12 for implementing the recommendations of the
13 safety -- the traffic safety study. Okay.
14 And, you know, it's the City -- it's the County
15 school. Why should we? Yeah, the School
16 Board. But why should we be responsible for
17 that? Why should we be responsible for it?
18 Right. Nowhere else, you know. If you go out
19 to Wellington, you know, I'd like to see the
20 Town of Wellington putting these signs.

21 And I just also have a problem, if they're
22 going to open the school, you're telling me
23 there's not going to be any signage up. So the
24 cars can be speeding back and forth up and down
25 the street without any signage. Meanwhile you

1 have kids walking over to the other schools.
2 The whole church thing really disturbs me. I
3 just -- this is just -- it smells bad. It's
4 very, you know, it's very hard for me to digest
5 this. And there's no way -- I think it's just
6 totally unconscionable that they expect us to
7 do -- you know, they expect us to do all of
8 this when they're not respecting the City.
9 They're not respecting the children who are
10 walking the streets. They're not respecting
11 the residents surrounded by that school.

12 COUNCILPERSON BROOKS: Madam Chair.

13 CHAIRPERSON PARDO: Ms. Brooks.

14 COUNCILPERSON BROOKS: We have a more
15 responsibility here to our citizens. There's a
16 consensus here I'm hearing that this document
17 just is not serving the best interest of our
18 citizens. And we're here to represent them.

19 CHAIR PRO TEM DAVIS: Madam Chair.

20 CHAIRPERSON PARDO: Yes, Ms. Davis.

21 CHAIR PRO TEM DAVIS: If we could invite
22 Mr. Sanchez up. And while he's coming, I just
23 want to say this. Everybody knows I'm an
24 employee of the School District. And I know
25 Mr. Sanchez personally. And it really is -- it

1 really hurts to hear all of this stuff that I'm
2 hearing. And I remember when traffic
3 concurrency was a -- was really being pushed by
4 the School District. And I think we have an
5 Interlocal Agreement, do we not Mrs. Ryan,
6 concerning concurrency?

7 ATTORNEY RYAN: That is correct.

8 CHAIR PRO TEM DAVIS: I think this is
9 something that every municipality has. And,
10 you know, when it comes to traffic in this
11 particular area, and I know that Dr. Robinson
12 being the School District representative, one,
13 it's so bad to have this multi campus. And we
14 went through some hard times in trying to, you
15 know, figure out how to go forward with this.
16 And, you know, there was eminent domain that
17 took place then. And we assisted in helping
18 people, you know, find other places to live. I
19 mean we used dollars, you know, City's dollars
20 to do that.

21 But I mean particularly when I talk about
22 the traffic concurrency and to hear that the
23 School District at one point I was told that
24 there was a document that said -- they had the
25 traffic document that says they didn't need to

1 do any of these things. And tonight I'm
2 hearing that there was a document as recent as
3 2007 that says they did need to do these
4 things. So, you know, I just think that when
5 it comes to traffic concurrency in this
6 particular area, and there's a huge impact with
7 the three schools located in that particular
8 area, concurrency is an issue. And there are
9 certain things that have to be done.

10 So, you know, I'd like for you to, you
11 know, tell us exactly where the School Board is
12 with all of this. And, you know, maybe it will
13 give us a clear understanding, maybe it won't.
14 But I think at least, you know, we need to hear
15 it.

16 CHAIRPERSON PARDO: Good evening, sir.

17 MR. SANCHEZ: Good evening, Madam Chair,
18 Council Persons, City Staff. My name is Joseph
19 Sanchez. I'm the Chief of Facilities for the
20 Palm Beach County School District. I'd like
21 to -- several questions were asked. I tried to
22 take notes and tried to follow along. So there
23 were several questions that I'll try to get to
24 each one of them. If I leave out something,
25 please remind me and I'll be glad to jump back

1 to that item.

2 First question that I -- one of the first
3 questions that I heard from the Council Persons
4 is where are we with the process of site
5 acquisitions. And actually there's various
6 real estate interests, not all of them
7 necessarily acquisitions. Some of them are
8 license agreements to just allow us to enter a
9 person's property because we have to make
10 improvements adjacent to their property and not
11 necessarily on that property.

12 We have sent out notices to most of the
13 property owners, not to all of them as yet. We
14 are going to bring to our board on February the
15 10th two board items. One is the individuals
16 who we've reached agreement with, we're going
17 to ask the board to approve those agreements.
18 And the individuals that we have not reached
19 agreement with, we are going to ask the board
20 to allow us to pursue eminent domain if
21 necessary. Most of our cases -- most of the
22 time when we go to the board to request
23 permission to enter the main proceedings, we
24 end up settling. That happens 90 percent of
25 the time. So we hope that those ones, those

1 individuals who have not agreed yet to a price
2 for those interests will be able to come to
3 some agreement on those.

4 So as recently as -- specifically as soon
5 as February 10th, we'll bring several of those
6 properties to the board for approval. There
7 are a few others that are a bit more
8 complicated that are going to take a little bit
9 more time to go through. If we have to go
10 through the quick take process, we'll go
11 through that process and we'll proceed with
12 that as well.

13 In terms of where we go to find the
14 residents regarding the traffic. You know, we
15 are always very conscientious about what
16 improvements we're going to make and the time
17 frame that we can get them done. We're going
18 to be bringing to our board on next Wednesday
19 as a matter of fact, on February the 3rd, a
20 guaranteed maximum price for the construction
21 of the improvements that are laid out in this
22 agreement. So as soon as we can get the
23 necessary permits. We've applied for a permit
24 from the County for improvements on Congress.
25 And we'll be applying for a permit from the

1 City on the work on 13th and Jake. As soon as
2 those permits are in place, we'll be able to
3 execute the work as quickly as possible. We do
4 have liquidated damages in the contract if it
5 does not complete the work within a timely
6 fashion.

7 With regards to Article 13, what happens
8 if the work is not completed. I think that --
9 I don't want to speak for your attorney, but
10 unfortunately there is not a penalty
11 necessarily that I'm aware of that can be
12 imposed upon the District that we won't unless
13 we voluntarily agree to, which we're not
14 prepared to do. Because we are in dispute
15 about the causes of the delays to this point.
16 We are reasonably confident that if we can
17 quickly move forward with the permits and with
18 the acquisitions that we will complete a
19 substantial amount of work, including having
20 the lanes open in time for school to open. But
21 we have to get past these delays that we're
22 experiencing right now in order to make that
23 happen. To continue to fight between the two
24 entities and delay the project further is not
25 going to help either the school or the

1 residents in the area who will be impacted by
2 the traffic improvements that need to be made.

3 With regards to paragraph 12 regarding
4 who's responsible for the signs, that is a -- I
5 just want to point out that the traffic study
6 has been done. Already was done for some time.
7 It was pointed out by your staff and was
8 pointed out primarily by your staff. So we
9 have the traffic study that shows what the
10 necessary traffic improvements are for this
11 area. And we're spending about \$2 million to
12 make those traffic improvements. There was
13 additional requests that were made by the
14 police department that go above and beyond the
15 traffic improvements that were required by the
16 traffic study.

17 So to memorialize those requests that were
18 made by the police department, we incorporated
19 those items into the agreement and saying that
20 we will come back at a future time and do those
21 studies to see whether or not those things that
22 are above and beyond the requirements of the
23 traffic study are legitimate requests or not
24 legitimate requests. And that's the only
25 reason why they're showing there as being the

1 responsibility of the City, because those go
2 above and beyond.

3 I would point out also that safe path to
4 schools is technically a municipal requirement.
5 The municipalities, the County, whether it be
6 Wellington, Boca, or Riviera Beach is required
7 to provide a safe path to schools. That is not
8 a School District requirement. And so it's --
9 we are happy to participate and do what we can
10 to make sure that kids can arrive to school
11 safely; that neighbors are not negatively more
12 impacted than they need to be. Of course if
13 you put a school into any community, they're
14 going to be impacted to some degree. But we're
15 definitely willing to be partners in addressing
16 the needs as much as possible. But the law
17 requires that the municipality require a safe
18 path to school.

19 CHAIR PRO TEM DAVIS: Madam Chair.

20 CHAIRPERSON PARDO: Mrs. Davis.

21 CHAIR PRO TEM DAVIS: Mr. Sanchez, what
22 year did the sale of the land take place to the
23 church?

24 MR. SANCHEZ: I believe it was 2008.

25 CHAIR PRO TEM DAVIS: So from 2008 when

1 the School District sold the land to the
2 church, how did we get to this point at
3 February, 2010 and nothing was done?
4 Particularly when there was a traffic study
5 from 2007 that said all of this stuff needed to
6 be done.

7 MR. SANCHEZ: In our opinion -- I don't
8 want to speak for both sides, because I can't.
9 In our opinion, a lot of this work could have
10 been done already. Absolutely. The reason why
11 we are at this point to some extent is because
12 the requests that were being made by the City
13 on us we felt were unreasonable. And those
14 requests included --

15 CHAIR PRO TEM DAVIS: What were those
16 things?

17 MR. SANCHEZ: They included asking us to
18 build them a police substation.

19 CHAIR PRO TEM DAVIS: A police substation.

20 MR. SANCHEZ: Yes. They've asked us to
21 put street lights on Congress from Blue Heron
22 to MLK. They asked us to put street lights on
23 13th from Congress to I believe it was U.
24 Those things are not typically required or
25 recommended. Now subsequently those things

1 have been come off the table.

2 CHAIR PRO TEM DAVIS: Outside of those
3 things though, because as far as I'm concerned,
4 those things don't quite meet the traffic
5 issues as far as I'm concerned. What I'm
6 asking is how did we get to this point and
7 nothing has been done as far as the traffic
8 issues?

9 MR. SANCHEZ: The items that need to be
10 done still can be done before school starts.

11 CHAIR PRO TEM DAVIS: That's not my
12 question. I'm asking what happened.

13 MR. SANCHEZ: Well, the point is they need
14 to be done before school opens. The point is
15 not that they need to be done by January 27th.
16 So your question is why aren't they done now is
17 not really relevant. The point is they need to
18 be done when the school opens up.

19 CHAIR PRO TEM DAVIS: No. But what I'm
20 saying is from 2008 up until now, has the
21 School District been trying to acquire the
22 property that it needs to make these --

23 MR. SANCHEZ: From 2008 until now, the
24 District has been in negotiations with the City
25 regarding the scope of work.

1 UNIDENTIFIED SPEAKER: Restate that
2 please.

3 CHAIR PRO TEM DAVIS: You mean regarding
4 the substation and the street lights and all
5 that?

6 MR. SANCHEZ: Those items came off the
7 table in December.

8 CHAIR PRO TEM DAVIS: Hold up. Let me
9 back up here. What I'm trying to find out is
10 outside of those things right there that you
11 and whomever at the City was negotiating, those
12 things to me they're not that important. I'm
13 talking about traffic. Okay. And with the
14 understanding and having a document that says,
15 that stated that those traffic issues had to be
16 done from 2008 to this point, what happened
17 that -- I mean I want to know where the School
18 Board was as far as trying to get these things
19 done. What did you do from then up until this
20 point?

21 MR. SANCHEZ: We've designed the project.
22 We've --

23 CHAIR PRO TEM DAVIS: I'm talking about
24 regarding the -- I'm talking about what's on
25 this thing here that states what needs to be

1 done.

2 MR. SANCHEZ: Well, just to be clear, the
3 process is you have to have a design before you
4 can understand what properties you need to
5 acquire.

6 CHAIR PRO TEM DAVIS: You guys have had
7 the design for some time now, haven't you?

8 MR. SANCHEZ: No, that's not true. That's
9 not true. The project has not been completely
10 designed for some time because we've been still
11 negotiating what the scope of work is. You
12 can't design it until you know what the scope
13 of work is. And once you get the design done
14 you can identify what pieces of property you
15 need to acquire. Once you identify the pieces
16 of property you need to acquire, you need to
17 get a survey done. Once you get the survey
18 done, you need to do an appraisal on those
19 pieces of property. Once you get the appraisal
20 done, you need to make offers on those pieces
21 of property. And then you need to get
22 responses back. And then you need to negotiate
23 those properties. So there's several steps
24 that are involved with it. You don't just
25 acquire property and start work.

1 COUNCILPERSON LOWE: Who sets the scope of
2 work?

3 MR. SANCHEZ: It's negotiated between the
4 City and us. In this case the County as well
5 because the County owns Congress.

6 COUNCILPERSON DAVIS-JOHNSON: So no effort
7 at this point to discuss the acquisition of the
8 property necessary from the church had taken
9 place up until 10 days ago?

10 MR. SANCHEZ: No, that's not --

11 COUNCILPERSON DAVIS-JOHNSON: Have you had
12 discussion with the church with regards to
13 acquiring the property that you need in order
14 to facilitate the widening of 13th Street?

15 MR. SANCHEZ: There's a couple of things.
16 One is we're involved with litigation with the
17 church on another issue. So I'm not at liberty
18 to discuss that, because that's going to be
19 handled by the courts one way or another.

20 COUNCILPERSON DAVIS-JOHNSON: I'm not
21 asking about the litigation piece Mr. Sanchez.
22 I want to know if an effort had been made to
23 contact the church to acquire what you needed
24 prior -- I just want to know if a concerted
25 effort and a true hand in partnership have been

1 extended. You know, you approached the church.
2 You asked the church about acquiring the
3 property that they owned at 17th Street. You
4 then offered them the proposition. They moved
5 to 13th Street. They started with their
6 building. Some other things have happened
7 along the way. And it just does not seem to me
8 that everything and every effort has been
9 extended in order to resolve this issue. And
10 it just seems mighty strange to me that here we
11 are January, 2010. And I think what I heard in
12 Ms. McKinney's presentation was that in 2007,
13 the Board conducted the traffic study. So
14 we're talking 2007. We're at 2010 just eight
15 months shy of opening a school where there are
16 major traffic concerns. And it just does
17 not -- this isn't all fitting together.

18 MR. SANCHEZ: I don't disagree that it
19 would have been better if we had gotten further
20 along than we are today. I grant you that. I
21 don't dispute the fact that things could have
22 been handled better with the church. You know,
23 there's definitely room for improvement in that
24 regard. Whether it would be, you know, there's
25 been some misunderstandings and some different

1 opinions. But with regards to the strip of
2 land, yes, we went back and forth with the City
3 a little bit on how wide the road was going to
4 be. And Ms. McKinney pointed out accurately
5 that the City has been flexible in their
6 requirements. And, you know, we had difference
7 of opinions about different things. And we
8 went back and forth about whether it was a
9 feeder road or, you know, whatever it is. So
10 we went back and forth on those things. And
11 some of those issues were just resolved towards
12 the latter part of 2009. So there was a lot of
13 four foot sidewalk, five foot sidewalk. Should
14 it have a planting bed. Should it not have --
15 all those kind of things have influenced the
16 amount of property that we're going to need to
17 get back from the church. And it would have
18 been to all of our benefit if all those issues
19 had been resolved earlier. The point is we're
20 at this point right now. And I heard somebody
21 say that we don't want to pay the church for a
22 piece of property that we want to get back from
23 them. That's absolutely not true. We're more
24 than willing to pay for, you know, a fair
25 price. Matter of fact -- I don't have a vote

1 on the Board, but I'll be happy to recommend
2 that if we charge them above appraised value
3 for the property that the church is sitting on,
4 then we'll be glad to pay the same percentage
5 above appraised value to get that piece of
6 property back.

7 I have no interest in taking advantage of
8 the church. I absolutely want to move forward
9 as expeditiously as possible. Remember, that's
10 a staff member speaking. I'm not one of the
11 seven board members voting. So, you know, I'm
12 going -- I'm going to lay it on the line. The
13 deal with the church has not been a clean deal.
14 It doesn't look good for us. It's been very
15 unfortunate for the church and it hurts my
16 heart to see them going through what they're
17 going through. And I want to move forward.

18 So I just want to find a way that we can
19 move forward. And if you have some suggestions
20 that help us weave through this. But at the
21 same time, our board took a vote on this
22 agreement early today and they approved it
23 without modifications. And this was
24 negotiated. It wasn't, you know, a one-sided
25 deal. So if there are changes that this

1 council wants to make tonight, I'm going to
2 have to take that back to our board and I'm not
3 sure whether or not they're going to agree to
4 them.

5 So it depends upon the extent of the
6 modifications that you need to make or you need
7 to do in order to protect the City's interest.
8 But again we want to move forward. We want to
9 get the school open. I think hopefully we're
10 all very proud of Suncoast High School. We're
11 all proud to say it's in Riviera Beach. Let's
12 continue to have a beautiful school. And let's
13 help us find a way to come to some agreement
14 today.

15 CHAIR PRO TEM DAVIS: Madam Chair.

16 CHAIRPERSON PARDO: Mrs. Davis.

17 CHAIR PRO TEM DAVIS: I was sitting here
18 thinking and I know that, you know, as I read
19 through the Interlocal Agreement, it would seem
20 that you know if the school District can't
21 acquire all of the properties that it needs to
22 make all of these improvements, that this is
23 whether intentionally or in good faith or not,
24 that this could go on indefinitely. You know
25 what I'm saying. Because you'd have to come

1 back and we'd approve an amendment to keep
2 going. And I was thinking that, you know, I
3 think there are Mrs. Hill and Mrs. Burdick are
4 going to be gone. Dr. Robinson and
5 Dr. Richmond are both up for re-election. And
6 if by chance they don't come back, you're going
7 to have almost an entirely new board who may
8 want to change things, who may want to you know
9 not do anything. And I look here and see that,
10 you know, as far as the perceived damages that
11 the School Board is talking about, that that
12 was a major issue to put in this Interlocal
13 Agreement.

14 So basically what I'm going to ask is that
15 there be a, you know, after the first or second
16 amendment or whatever, you know, or the first
17 amendment, that there be an absolute deadline
18 date for these improvements to be done. And if
19 they are not done, I don't know if legally we
20 can say, you know, what will happen.

21 ATTORNEY RYAN: You can say it, but we
22 have to get them to agree. We had a discussion
23 about this.

24 CHAIR PRO TEM DAVIS: I think that's fair,
25 you know. I think that will let them know

1 that, hey, if you're really working in good
2 faith, then this is something that we can work
3 with. Because as you said before, the School
4 District is capable of doing quick takes. So,
5 you know, and I mean I'm not talking about
6 something unreasonable. I'm talking about a
7 reasonable period of time to be the absolute
8 deadline to get it done. So I don't know how
9 that sounds to you. I know you have to take it
10 back to your people.

11 MR. SANCHEZ: And our board won't agree to
12 it. I want to bring us back to the reason for
13 why we're here right now and why we ask the
14 board for approval for dispute resolution. It
15 really comes back to the water and sewer
16 permit. And without that permit we're not able
17 to pursue further. And our board is of the
18 opinion that the City withhold those permits
19 improperly and that's holding up the project.

20 You know, if I came back to them and said
21 that you know the City is interested in having
22 a penalty clause in there for whatever period
23 it starts with, I really don't think I'll be
24 able to get that approved by the board.

25 COUNCILPERSON LOWE: So you can speak for

1 them sometimes, but sometimes you can't.

2 MR. SANCHEZ: I can never speak for them.
3 All I can tell you is what I can recommend.

4 COUNCILPERSON LOWE: Well, you just
5 mentioned what you think they will do and won't
6 do. But what can we do in 30 days? I don't
7 want to talk about -- what can we do in 30 days
8 to satisfy, you know, to satisfy us and to
9 satisfy the church? You mentioned quick take.
10 I mean what do you think they could do in
11 order --

12 MR. SANCHEZ: The issue about quick take
13 is that, one, the judge sets the date that you
14 meet. And then the judge determines when you
15 actually get the property. So we don't. You
16 know, the law gives us a certain timetable.
17 However, that's still within the judge's
18 control. It's not entirely up to us a hundred
19 percent. So what can we get done in 30 days is
20 you know, like I said, we're going to have a
21 contract in place by next week for the road
22 improvements that need to get done. You know,
23 we're going to still need a permit from the
24 City for the road work. Within that 30 days
25 we'll have -- we'll have the real estate

1 interest that we need on -- my opinion at least
2 on the south side of Jake -- on the south side
3 of 13th. And I'm not sure what other
4 additional real estate interests we'll have.
5 But we'll try to get as many as possible. I
6 know that we don't have very many opportunities
7 to meet with the board between now and the next
8 30 days. But we'll have some of that done
9 during that period of time. We'll have some
10 real estate interest completed and we'll have
11 some that are working on eminent domain.

12 COUNCILPERSON LOWE: When do you go to
13 trial for the church? Is there a date set?

14 MR. SANCHEZ: I didn't come prepared to
15 talk about the trial with the church. It's
16 really -- it's an important matter. I don't
17 want to make light of it, sir. But I really
18 didn't come prepared to discuss the matters
19 with the church.

20 CHAIRPERSON PARDO: Mr. Brown.

21 MR. BROWN: In all due respect, Mr.
22 Sanchez, under a quick take, the judge doesn't
23 determine the date. There's a statute that
24 allows any time the government can show that it
25 needs property very quickly, you follow this

1 process and you get it within 30 to 45 days.

2 That's number one.

3 The School Board can solve this issue very
4 easily. Back in the early 90's they actually
5 hired me to solve a problem that they had. Now
6 Mr. Sanchez wasn't here. It's at a school
7 called Seminole Manner down in Lantana. They
8 went in and started building and building and
9 building. And then they didn't get all their
10 permits. They didn't their permits from the
11 South Florida Water Management District. And
12 the Management District made them acquire
13 additional land to put in an additional pond to
14 keep all their water on the land. They had a
15 problem. They hired me in May and the school
16 was opening in August or within a few, a short
17 period of time. And it cost them thousands of
18 dollars. We hired all these people. We ran
19 into court and the judge gave us the land and
20 we got it fixed. That's what they can do here.

21 One of the problems why he was having
22 difficulty explaining why it is that they
23 haven't done anything is because Mary is very
24 kind. The School Board took the position that
25 they didn't have to do anything that your staff

1 said they had to do. They said ya'll are
2 crazy. We're not doing it. We don't have to
3 do it. So leave us alone. That's what they
4 said. That's why they never did anything. So
5 if they wanted to get this right, one of the
6 things that I think that's motivating them to
7 not really -- and by the way, Mr. Sanchez used
8 the term that the School Board has acquired
9 real estate interests and a let in December.
10 What he's talking about is they sent all of
11 those people a letter that says, you know what,
12 we may have to stand on your property for a
13 period of time while we're making these new
14 sidewalks. So we're going to pay you \$250 each
15 for maybe coming on your property. That's why
16 they said it was a license. They haven't had
17 to acquire any property. They just got the
18 right to step on your property in exchange for
19 \$250. They have not sent us a letter saying we
20 need that additional right-of-way. They have
21 never sat down with us and said let's sit down
22 and negotiate. They can do it. If they wanted
23 to do it in good faith, we could start meeting
24 tomorrow. They could initiate a quick take.
25 We would voluntarily go to a quick take. Wed

1 say here's the land. Because the judge then
2 will set a date later for them to figure out
3 how much we're going to get paid. Either we
4 negotiate it out or we go to the jury. And
5 we've been that road with them before. Because
6 the first thing I would ask the jury if you
7 were the jury is how many of you all have ever
8 built a house without getting all the driveways
9 and plans put in the first place. You don't
10 build a house like that, do you. Because
11 that's what they've done.

12 So in fairness to your staff and the
13 School Board, they just took the position they
14 don't have to do it. They're not going to do
15 it. They said it's a side road and Riviera
16 Beach is crazy. If you think about it for them
17 to run out, get this agreement approved by
18 their big bad board today, they figure they can
19 come out here and you all would kind of --
20 along and say, oh well, we better go ahead and
21 get it gone. If they wanted to solve it, we're
22 ready to meet them. They got to pay us. They
23 got to pay us for the five foot. They got to
24 pay us for the fact that we already have water
25 lines installed in that five foot. We got to

1 pick them up and move them. They got to pay us
2 for whatever damages that it will cost us to
3 re-do our plans, our parking lots, our
4 buildings, our setbacks. All the requirements
5 that we have to go through, that's what they
6 got to pay us for. Because the church has
7 spent -- the little bit of money they had left,
8 the church has spent a lot of it out there
9 building their church. Then when we figured
10 out wait a minute, when we can't use that five
11 foot of right-of-way, the pipes and the water
12 is down there. It's going to cost us more
13 money that we don't have to get that done.
14 That's what they don't want to talk about.
15 Because they don't want to pay us for our
16 property.

17 And finally, if you want to see the
18 purchase between the School Board and the
19 church, look at the appraisal that they sent
20 out. Their appraisals had to include their
21 purchase from the church at \$500,000. And
22 their appraiser properly noted in there that,
23 you know, this purchase that the School Board
24 or sale that they made to the church was pretty
25 high. So based upon that, you know, all the

1 other prices are going to have to be high.

2 They knew what was going on.

3 So if they wanted to resolve it, we would
4 meet with them. We would enter into a quick
5 take voluntarily with them. They could have
6 the land. All right. Then the judge, if we
7 couldn't negotiate it out, the judge and the
8 jury is going to figure out what our damages
9 are. But they're fearful of that because they
10 know they owe us a bunch of money. And they
11 know somebody is going to ask, well how in the
12 world did you sell the church the land at a
13 high price and didn't keep enough for yourself.
14 You know why? Because if they would have had
15 respect for the City in the first place, if
16 they would have done what you and I would do
17 when they went in to build their house, put the
18 plans in place, get the site plan approvals,
19 know where your roads were. But they didn't do
20 that. They got all those people out there
21 working around and they didn't do the basic
22 thing. Because had they done that, they would
23 have known even when they sold the land to the
24 School Board -- to the church, they would have
25 said we're going to sell you all of it except

1 for five foot here and five foot here. Because
2 we know the County and the City requires us to
3 do this to make these roads safe. So we're
4 ready to meet with them tomorrow.

5 COUNCILPERSON LOWE: How can you do this?
6 How can you do two and three without settling
7 with the church? Two and three are the main
8 two -- we're talking about southbound entry
9 onto Congress and northbound lane. How can you
10 do that without going through the church? So
11 the church --

12 MR. SANCHEZ: It was never our intent to
13 not settle with the church. So I'm not sure
14 where that's coming from.

15 ATTORNEY RYAN: But again they can do a
16 quick take. That issue will get resolved one
17 way or another.

18 COUNCILPERSON LOWE: Can we come back to
19 this in 30 days and see how much they got done
20 or what?

21 ATTORNEY RYAN: No. Let me give council
22 an idea of why we're here. If you recall,
23 about a month ago I brought to the council's
24 attention that the City had received a letter
25 from the School District basically putting us

1 on notice that they would be initiating the 164
2 conflict resolution process. That is a
3 mandatory state process when two governmental
4 entities are at odds with one another. It is a
5 prerequisite to filing a lawsuit. The School
6 District initiated that process. The School
7 Board passed the resolution. And I brought it
8 to the council's attention letting you know
9 that we would go to mediation in compliance
10 with the statute. And that mediation was
11 actually set for today.

12 Last week the manager called a meeting
13 with the School District, with their staff, and
14 we attempted basically to have a mediation
15 before the mediation. And this is the document
16 that came out of those meetings. The School
17 District agreed to postpone the mandatory 164,
18 Chapter 164 mediation process until the council
19 could review this agreement and decide whether
20 or not it wanted to pass the agreement. The
21 School District voted on the same agreement
22 tonight. Both staffs agreed that this was
23 sufficient to take to our boards in an effort
24 to try to resolve these issues so that the
25 School District could get their water and sewer

1 permit, and we could be on track to have the
2 school built in a timely manner.

3 If we do not pass this agreement tonight,
4 the School District staff has indicated that
5 they will continue the process. And that means
6 that we have to meet with them. It will
7 probably be in 10 or 11 days. Because there is
8 a statutory requirement for notice to the
9 public. We will have that mediation process if
10 the issue of -- really we will talk about some
11 of these issues here. But for the School
12 District, all they care about at this point is
13 getting their water and sewer permit. Because
14 they cannot open the school. They cannot
15 finish what they're doing without having that
16 water and sewer permit.

17 If we do not agree in mediation, then they
18 will file a lawsuit against the City to have
19 the judge force us to give them the water and
20 sewer permit. They have a good argument. We
21 believe that we have a decent argument as well.
22 We're not giving them the water and sewer
23 permit.

24 COUNCILPERSON LOWE: What's their
25 argument?

1 ATTORNEY RYAN: Their argument is that we
2 are required -- there's nothing left for us to
3 do. The School District, they give themselves
4 their own permits. And they feel as though the
5 school is pretty much built. They've done
6 everything they need to get the water and sewer
7 permit connection, and that we are illegally
8 holding up a permit because we're not happy
9 with the traffic issues. So, you know, they
10 can file their lawsuit. We will defend it.
11 Again, we're pushing off the school.

12 The issue -- you have a couple of issues
13 to decide. One, do you want as Ms.
14 Davis-Johnson stated, do you want the traffic
15 to be perfect before the school opens? And we
16 will probably have to either file a separate
17 lawsuit or counter sue them in their lawsuit to
18 say that they won't have -- they have not
19 demonstrated that they will have the school --
20 the traffic concurrency met by the time the
21 school is going to open. And we would request
22 the judge to grant the City an injunction that
23 says you can't open the school until all the
24 traffic is done.

25 COUNCILPERSON LOWE: How can they

1 demonstrate it if they're still in litigation
2 with some of the right-of-ways.

3 ATTORNEY RYAN: They're not in
4 litigation -- I think they're in litigation
5 with the school -- I mean with the church is on
6 another matter. As we stated, they have a
7 right to take by eminent domain all of the
8 property they need. And if they can't
9 negotiate with the property owners, they will
10 go to court and they will take the property.
11 So that will be done. They will have to do the
12 things that are listed here, most of them
13 anyway. They don't have to do these additional
14 studies. But they will have to do two,
15 three -- what is it? Two, three, four and
16 five. They will have to do those things. It's
17 just when will those things get done.

18 UNIDENTIFIED SPEAKER: That's the
19 question.

20 ATTORNEY RYAN: And one of the reasons we
21 wanted this Interlocal Agreement is because we
22 wanted some assurances from the School District
23 in writing that they will work very hard to get
24 the infrastructure, transportation
25 infrastructure in place before the school

1 opens. They have given us their best.

2 COUNCILPERSON LOWE: Who authorized to
3 negotiate for a substation and all that stuff?

4 ATTORNEY RYAN: I would have no idea about
5 this. I became involved in December. It is my
6 understanding and maybe Ms. McKinney can speak
7 about it.

8 MS. MCKINNEY: When the School District
9 first brought in their site plan in 2007, they
10 had a little area, very rough concept of a
11 police substation. And that was the initial
12 discussion about it. The City didn't initiate
13 that discussion. That was several years ago.
14 And the next version of their site plan went
15 away. However, the discussion that we had
16 recently in the past probably two and a half
17 months about the traffic, the lights on
18 Congress and the lights on 13th Street were a
19 discussion we had about well if we're asking
20 them to look at our traffic safety issues, why
21 don't we ask them to look at these things also.
22 There was never anything brought up before.

23 As a matter of fact, City staff has been
24 meeting with School District staff and County
25 staff for at least a year and a half on the

1 road issues. And we had negotiated on the
2 flexibility of the size of the lanes. Our code
3 says 12 feet. We negotiated down to 11 feet so
4 they would have to get less right-of-way.
5 However, they haven't in our opinion attempted
6 to obtain any of the right-of-way that they
7 need. They need right-of-way on Congress for
8 the traffic signal. They need right-of-way on
9 13th Street. They only need the five feet of
10 right-of-way on the corner clip on the
11 southeast corner of 13th street in order to
12 start -- go out for bid. We just received
13 their road construction plans, their final road
14 construction plans I think it's dated
15 January 20th. We received them and the traffic
16 signal plan. We did not have that until
17 January 20th.

18 The County, we've met with the County in
19 the past two months also. We've been having
20 dialogue with them all along. They said the
21 same thing to us, that they haven't
22 demonstrated to them that they have the
23 right-of-way. You can't issue a permit to
24 someone to do construction if they don't own
25 the property they're going to do the

1 construction on. So even though we're totally
2 fine with the road construction plans. There's
3 only two little minor comments. They still
4 couldn't start construction until they have all
5 the right-of-way. So that's where the start
6 came from on the police substation. But this
7 discussion about this red herring about the
8 lights and the substation is nothing that we
9 talked about for the past year and a half with
10 them. All of our discussions with them have
11 been on the road. And actually Mr. Sanchez has
12 never been in any of those meetings with us.
13 It's been other staff, County staff and City
14 staff.

15 MR. BROWN: A real simple solution I might
16 suggest is if the School Board was operating in
17 good faith, they would say -- now remember I
18 said we are willing to stipulate to enter into
19 a quick take of our property. If they were in
20 good faith, they would come to you and say, you
21 know what, if we can't get it open, completed
22 by August 10th, we're going to show you we mean
23 business because we're going to do a quick take
24 on the church property. We're going to do a
25 quick take on the other property that we need.

1 Because that means we will be able to get
2 started. And once we own the property, it will
3 give us a little bit more time to do our
4 permitting. And so if the road isn't improved
5 by the time we open up, maybe December it will
6 be improved or February. We're showing you we
7 have the property. What it suggests to me is
8 they don't intend to do it.

9 Now in fairness to Mr. Sanchez, he and I
10 have had our roundabouts, but I want to be fair
11 to him. Because like Mary said, he's not the
12 point person on the discussions. There's a
13 fellow named Blair Littlejohn who sends a lot
14 of e-mails. But I guess he's up in Jupiter
15 tonight. He's the one that's really been
16 holding this project up. Mr. Sanchez is in a
17 different department. And they sent him out
18 here to deal with all of the cannon fodder.
19 But the reality is that if they really meant I
20 think a solution --

21 ATTORNEY RYAN: Hold on. In fairness to
22 Mr. Littlejohn, I did speak to him this
23 afternoon. And he indicated that they have
24 sent letters to everyone who they intend to
25 take --

1 MR. BROWN: Temporary.

2 ATTORNEY RYAN: No, no, no. I asked
3 whether we were talking about temporary versus
4 the properties that they need for actual
5 acquisition.

6 MR. BROWN: I see.

7 ATTORNEY RYAN: And he told me that four
8 of the property owners have already agreed to
9 settle with the School District.

10 MR. BROWN: Well, if he has them under
11 control, then all he's got to do with you all
12 is say we have those properties under control
13 or we will do a quick take. And you know what,
14 if we can't open up by this date, we'll open up
15 by this date. But why they don't want to deal
16 with us is they know -- there are two issues.
17 One, we have a lawsuit against them for them
18 failing to deliver our portables because they
19 put us out of business. And, two, they know
20 that in the quick take action -- see, they
21 don't want to go before the court, the judge,
22 or the jury, because they know that we'll be
23 able to legally argue that instead of just
24 paying us for 130 by five feet, they have to
25 pay us for any additional damages that they

1 caused us by having to come back and do that.
2 And that's only fair.

3 Especially, suppose you're on the jury and
4 you find out that this is the land that they
5 own and they conveyed it over, and then it's
6 going to cost us an extra \$200,000 or whatever
7 the number is in construction costs. So I
8 would suggest that if you're going -- well,
9 from the church's standpoint, if you make the
10 School Board commit to and turn into a quick
11 take regarding our property and the other
12 properties, and have those deadlines and target
13 dates, it will show you they mean business
14 about making the improvements and then they
15 have to move forward. Otherwise, this is just
16 a piece of paper that they're going to treat
17 you the same way they've treated the church,
18 which is almost been put out of business.

19 CHAIRPERSON PARDO: Thank you, sir.

20 COUNCILPERSON LOWE: That's why I asked
21 what could be done in 30 days.

22 CHAIR PRO TEM DAVIS: Madam Chair.

23 CHAIRPERSON PARDO: Yes.

24 CHAIR PRO TEM DAVIS: Question for Ms.
25 Ryan. What happens if -- I don't know how the

1 rest of the Board feels or how the Board feels,
2 whether we want to hold up the opening of the
3 school or not. And I guess that's the first
4 thing that we need to talk about. In my
5 opinion, you know, I guess that school could
6 continue at Suncoast, at the old Suncoast if
7 the Board decided not to go with this, you
8 know, in this way, or say if you want to go
9 till December, then you know the kids could
10 move to the new Suncoast. I'm just kind of
11 throwing out my thoughts. But what I want to
12 ask though is if the Board decided to issue the
13 permit, what recourse would we have going
14 forward in making sure that if basically the
15 School District's interest right now is simply
16 the permit, okay, then if we issue the permit,
17 then what recourse do we have to make sure that
18 these things are going to be done. I mean, you
19 know, by a certain period of time.

20 ATTORNEY RYAN: The only thing that we
21 could do would be to file a lawsuit.

22 CHAIR PRO TEM DAVIS: We would have to
23 file a lawsuit. That's what I was asking.

24 Okay?

25 COUNCILPERSON LOWE: Interlocal. To

1 enforce the Interlocal.

2 ATTORNEY RYAN: Right.

3 CHAIR PRO TEM DAVIS: Well, not
4 necessarily the Interlocal. Because the
5 Interlocal says that they can go on until 20 --
6 I mean indefinitely.

7 ATTORNEY RYAN: Well, it doesn't really
8 say that.

9 CHAIR PRO TEM DAVIS: I know that.

10 ATTORNEY RYAN: There is no written
11 deadline. But it says they have to give us
12 monthly reports.

13 CHAIR PRO TEM DAVIS: Right.

14 ATTORNEY RYAN: And that in the event that
15 the Board requests an amendment to this
16 agreement to extend the deadlines, the Board
17 shall provide the City with reasonable
18 documentation demonstrating the Board's efforts
19 to comply and shall provide an explanation as
20 to the events and conditions that are the cause
21 of the delay and provide a new deadline for
22 completion of the work.

23 So we put that language in to really force
24 them to give us something concrete, something
25 that is objective and not just we didn't get it

1 done.

2 CHAIR PRO TEM DAVIS: So at some point if
3 we feel that it's not reasonable, then we have
4 the ability to still go to file a lawsuit if we
5 want.

6 ATTORNEY RYAN: Correct. And one of the
7 things --

8 CHAIR PRO TEM DAVIS: But in the meantime
9 we still have all of these issues.

10 ATTORNEY RYAN: Correct. Correct. And we
11 put in a prevailing party, which is unusual in
12 Interlocal Agreements, because you're dealing
13 with governments. But really that's the only
14 thing we have. If we have to go to court with
15 them and we win, they will have to pay our
16 attorney's fees and vice versa. And vice
17 versa. It's not an easy issue for the council.

18 CHAIRPERSON PARDO: No, it's not an easy
19 issue. But, you know, once again we see this
20 all the time and, you know, not with just the
21 School Board. You know, we see it with our
22 staff where, you know, people come to us at the
23 last minute and say well, you know, we're
24 getting ready. You know, you need to issue the
25 permit right now. You know, we're under a

1 deadline.

2 ATTORNEY RYAN: The deadline that you're
3 under is the 164 process. We have to
4 participate in that. That is what --

5 CHAIRPERSON PARDO: Are we doing anything
6 illegal? And I asked this the last time.
7 Anything illegal by not issuing the permits for
8 the water?

9 ATTORNEY RYAN: I wouldn't say illegal.
10 They have their -- you know, you have legal
11 arguments. And we have our legal argument as
12 to why we think we can hold up the permit.
13 They have a legal argument as to why we should
14 issue the water and sewer permit.

15 COUNCILPERSON LOWE: Who legally enforces
16 the traffic situation?

17 ATTORNEY RYAN: What do you mean enforces
18 it?

19 COUNCILPERSON LOWE: You know, make sure
20 that the traffic concurrency issues are
21 complied with. Whose job is that?

22 ATTORNEY RYAN: Well, it's all of our
23 jobs. The County -- they have to submit their
24 traffic plans to the County. And, you know,
25 just like with the water and sewer permit, we

1 are the persons, we're the entity that's
2 holding up the water and sewer permit. Unless
3 we give that to them, they can't do anything.
4 So we are monitoring that. If the school, you
5 know, they have a lot of self permitting. They
6 get to do -- they really get to build the
7 school the way they want without interference.
8 That's per Florida Statute.

9 COUNCILPERSON LOWE: What about the
10 traffic? They knew about the traffic since
11 2007, the site plan. I mean they knew about it
12 since 2007.

13 CHAIR PRO TEM DAVIS: And you know what,
14 that's what really bothers me so much about
15 this. Because I know that the School District
16 really pushed concurrency. And this goes
17 against everything that traffic concurrency is
18 about. I'm having a real hard time with this.

19 COUNCILPERSON LOWE: What happened? Did
20 they run short of money? They needed a loan or
21 something. What happened?

22 MR. SANCHEZ: Well, first of all, traffic
23 concurrency is not school concurrency. So
24 you're confusing those two different issues.
25 So school concurrency is one thing, which we

1 did push for. We saw the municipalities and
2 the County agreed to. Traffic -- I mean your
3 traffic concurrency is completely different.
4 So I want to make sure we don't separate
5 those -- we don't confuse those two situations.

6 COUNCILPERSON DAVIS-JOHNSON: One question
7 Madam Chair.

8 CHAIRPERSON PARDO: Yes. Go ahead Ms.
9 Davis-Johnson.

10 COUNCILPERSON DAVIS-JOHNSON: Does the
11 concurrency -- the concurrency requirements say
12 that all improvements must be completed prior
13 to a facility opening?

14 MR. SANCHEZ: Are you talking about school
15 concurrency or traffic concurrency?

16 COUNCILPERSON DAVIS-JOHNSON: I'm asking
17 you to define it. You're telling us that
18 there's a difference. So tell me the
19 difference.

20 MR. SANCHEZ: School concurrency is
21 different. The way school concurrency is
22 supposed to work is we notify you in our five
23 year capital plan what we plan on doing, and
24 then the entity responsible for doing the road
25 work improvement and infrastructure improvement

1 will make sure that the infrastructure is in
2 place to accommodate the school when it's in
3 place.

4 So if you want to argue school concurrency
5 to its ultimate conclusion, really it's
6 incumbent upon the counties or the
7 municipalities to address the infrastructure
8 for the facilities that are going to be put in
9 place.

10 COUNCILPERSON DAVIS-JOHNSON: Well, the
11 bottom line here is item number six is within
12 the one business day effective of this
13 agreement that we would give you the water and
14 sewer permit. Yet we still have the
15 outstanding issues of item two -- excuse me,
16 item three, four and five. I have just such
17 major heartburn, because again since 200y --
18 and I know that, you know, going back. But we
19 just need to hammer that point home to you.
20 Because you are sent here to respond to us.
21 But the School District has been aware since
22 2007. And now there is this immediate rush and
23 push for this Board to agree to the terms of
24 this agreement when again in paragraph 13, I
25 just keep seeing it. You know, we're going to

1 make every effort to acquire. But since 2007
2 every effort has not been made. So all of a
3 sudden now every effort is going to be made.
4 And that is stuck in my craw. It is just stuck
5 there because it just provides an added out.
6 And that makes me most uncomfortable. Because
7 you know what, our residents need to make
8 sure -- we need to make sure we are protecting
9 the vested interests of our residents. We need
10 to make sure that our children are safe. We
11 need to make sure that we get the same
12 treatment as any other municipality. You know,
13 since 2007, it's totally unacceptable to have
14 the studies and not do the work.

15 MR. SANCHEZ: We've built and replaced 90
16 schools since 2000. 90 schools. Not nine, not
17 19, not 29, but 90 schools. And there may be a
18 handful of them where we've had some traffic
19 problems when we opened up. Now that's not to
20 say that there isn't always some traffic
21 issues, you know, because you got everybody
22 arriving at the same time or leaving at the
23 same time. So every school has some degree of
24 traffic issues.

25 But there's a handful. I can count on one

1 hand the number that 90 where we haven't had
2 the traffic issues resolved before the school
3 opened up. So, you know, when we have
4 cooperation, we get it done. But when we have
5 adversarial relationship and there's fights
6 about and knit-picking about this, that, and
7 the other thing, things don't get done. You
8 know, if we -- you know, we need to be partners
9 in this. Because the people who are going to
10 get hurt are the students, your residents, all
11 those folks. And the people who are going to
12 benefit are going to be the contractors who's
13 getting, you know, damages. And if we have to
14 hire outside attorneys. Those are the ones
15 that are going to benefit.

16 So you know Mr. Brown pointed -- he tried
17 I think as best he can to kind of lay a path
18 for us to resolve this issue. He has indicated
19 that he's going to -- that they will stipulate
20 to a quick take. I would have to talk to our
21 legal staff to see if that's the route that we
22 want to go. But if that's the route that we
23 want to go, and it sounds relatively
24 reasonable, and in response to Council Lowe's
25 request for getting something done in the next

1 30 days. I'll take that back to our folks
2 tomorrow, and if that is an agreement with our
3 staff, we'll pursue that. And that will be
4 something else that we can demonstrate to you
5 in 30 days that we're serious about this.

6 But I think you kind of put your attorney
7 in a tough position because this issues goes
8 back to the water and sewer permit. It goes
9 back to that one issue. Is it being withheld
10 in accordance with the law? And our opinion is
11 no. She can't tell you that here in public and
12 then be on the record for saying that in
13 public. So you're kind of put in a tough
14 position for saying that. But the truth of the
15 matter is if you deny this, the fees will
16 continue to increase from the contractor. If
17 you ask us to push back the opening of the date
18 to December or some later date, the carrying
19 cost of keeping the school open or keeping the
20 school -- keeping the ventilation in there so
21 that we don't have mold and mildew, to make
22 sure that there is proper security on that
23 campus and all that stuff. All you're doing is
24 going to be adding to the lawsuit. All you're
25 doing is increasing the cost.

1 So, you know, you have to take your own
2 staff's recommendations. And I'm just telling
3 you what the fact of the matter is. I'm not
4 trying to bully anybody. What I'm trying to do
5 is explain to you the options that are in front
6 of us. The options are approve this and let's
7 cut off the expense. Show the good faith that
8 we want to avoid whatever delay claims a
9 contractor is going to impose on us. Proceed
10 with the 164 proceedings or don't approve this
11 and we proceed with the 164 proceedings, and
12 then let that process you know carry itself
13 out. Like I said, I want to step back.
14 Because I kind of went down a path where
15 obviously I got some people upset. But if we
16 can go back to looking at the quick take. If
17 that's a possibility and we're not going to get
18 resistance on that from the different property
19 owners, and the church can only speak for
20 themselves, then we're absolutely committed to
21 proceeding in that direction as quickly as
22 possible.

23 COUNCILPERSON LOWE: Madam Chair.

24 CHAIRPERSON PARDO: Yes, Mr. Lowe.

25 COUNCILPERSON LOWE: Can we explore that

1 30 day option. You know when Mr. Sanchez
2 speaks of money, it's tax payer's money. I
3 mean on both ends. From the School District's
4 perspective and the municipality. You know, I
5 just ask the voters to really take into
6 consideration when you're putting people in
7 office, especially on the School Board level,
8 you know you guys control that as well, you
9 know, that you pay attention to that. But it
10 seems like we might get a little momentum if we
11 do this 30 day thing and come back. It shows
12 that we're, you know, we expect something and
13 we want to get it done as opposed to just flat
14 out rejecting it.

15 CHAIR PRO TEM DAVIS: Madam Chair.

16 CHAIRPERSON PARDO: Mrs. Davis.

17 CHAIR PRO TEM DAVIS: If we go that route,
18 you mean holding out and don't do anything for
19 30 days and give them an opportunity.

20 According to what you just said a while ago, if
21 this is not approved tonight, do we have to --

22 ATTORNEY RYAN: Yes.

23 CHAIR PRO TEM DAVIS: -- mediation within
24 10 days?

25 ATTORNEY RYAN: Yes.

1 COUNCILPERSON LOWE: That's only if they
2 initiate it though.

3 ATTORNEY RYAN: They already initiated
4 that process.

5 COUNCILPERSON LOWE: But they can stop it
6 though. They can stop it and start it any time
7 they want to do it.

8 ATTORNEY RYAN: We agreed to postpone that
9 in writing between the attorneys that process
10 until both boards could make a decision on this
11 agreement.

12 COUNCILPERSON LOWE: Well, we haven't made
13 a decision. We haven't made a decision --

14 UNIDENTIFIED SPEAKER: Let her finish.
15 Finish.

16 ATTORNEY RYAN: The process is in place.
17 We cannot control that process. It is their
18 process. And they filed it initially. You
19 know, they set it. It is a statutory
20 requirement. And so I was told by them that if
21 we didn't pass this tonight, that they would
22 get back on the path and that they would try to
23 set it for 10 days, 10 days out, which is the
24 date, the time that they have to advertise it.

25 COUNCILPERSON LOWE: It's only the tax

1 payer's money that they're spending.

2 ATTORNEY RYAN: I can't control that. And
3 I can't control them moving forward with the
4 process. The process is what it is. And it is
5 very clear. It's very detailed. And it's
6 statutory. We can go back to them. Mr.
7 Sanchez can tell them tomorrow that the City
8 wants 30 more days. I don't believe that they
9 will be happy with that. I do believe that
10 they will insist on the process. It was
11 pulling teeth just to get them to postpone the
12 mediation that was set today. They still
13 wanted to have the mediation today and go
14 through with this. Because keep in mind, the
15 issue with damages on the water and sewer
16 permit are still out there. They assert that
17 they have some serious damages because the City
18 has failed to give them that water and sewer
19 permit. I was hoping that we would work that
20 out. I believe it was his boss, Joe Moore, was
21 very amenable to trying to work out the issue
22 of any damages that they may have incurred.
23 They have not given me the paperwork on that,
24 but I was assured this afternoon that those
25 damages are real. So we still may be in

1 litigation over the damages. I don't know what
2 they are. Otherwise, I would tell you. They
3 have not given me any amount of money. But it
4 continues to accrue everyday because the
5 contractor cannot finish the work. They have a
6 contract with their GC who also has a
7 subcontractor who basically they have to
8 remobilize to do this work.

9 MR. SANCHEZ: 30 days will be another
10 \$70,000 or so in damages that we're exposed to.
11 I'm not saying that we're going to agree to it.
12 Because I won't agree to anything with the
13 contractor until we actually view their claim
14 and respond to it.

15 But what I was hoping, and I didn't mean
16 to mislead, but I was hoping that the agreement
17 can still be signed. In 30 days we can come
18 back with a report on the demonstration of what
19 progress we made through the quick take process
20 perhaps, through the acquisitions that are
21 willing seller acquisitions. And within that
22 30 day period, we can demonstrate that we're
23 completely honest and serious about getting
24 forward.

25 But what we need to do and I think it's

1 important that we do is to stop the clock on
2 the damages that are building. We talk about
3 public money. That's \$70,000 is public money
4 that would have to be paid to the contractor.
5 We can avoid that if we approve that agreement
6 now.

7 Like I said, if you want to add to this
8 agreement, the stipulation that within the next
9 30 days or less the District will proceed with
10 the quick take on the properties that we don't
11 currently own, I think I can take that back to
12 our board and make that recommendation. But I
13 don't think that -- as Ms. Ryan pointed out, if
14 I take back nothing, I'm pretty sure we're
15 going to proceed with the 164.

16 CHAIR PRO TEM DAVIS: I need to ask one
17 more question, Madam Chair. Okay. The
18 County -- traffic concurrency is governed by
19 the County. Am I correct?

20 ATTORNEY RYAN: Yes.

21 CHAIR PRO TEM DAVIS: Would you say the
22 School District is in line with the traffic
23 concurrency issues?

24 UNIDENTIFIED SPEAKER: No.

25 MR. SANCHEZ: I didn't answer. Somebody

1 else answered. I'm not a ventriloquist.

2 CHAIR PRO TEM DAVIS: Did you say no?

3 MR. SANCHEZ: No, I didn't say no.

4 Somebody else said no.

5 CHAIR PRO TEM DAVIS: Oh, sounded like it
6 was coming from you. Hold on one second.
7 Because like I said, earlier I was told that
8 there was a document that the School District
9 had that said we didn't need to do any of these
10 improvements that were stated in this chart
11 here. Okay. So -- and I know that the City is
12 saying there was a 2007 document that said --
13 that stated these improvements had to be done.
14 So that's why I'm asking the question. Does
15 the School District feel that they have
16 conformed to all of the traffic concurrency
17 issues for that particular area?

18 MR. SANCHEZ: I'll tell you. There's a
19 recent case, I believe a 2008 case in Hillsboro
20 where the County of Hillsboro was forcing the
21 Hillsboro County School District to make
22 traffic improvements that the School District
23 thought were over and above what was required
24 by the law. And the School District won that
25 case. What the law says is that the

1 improvements are required -- the only
2 improvements that the School Board can be
3 required to make are those that are contiguous
4 to the property.

5 CHAIR PRO TEM DAVIS: So basically what
6 I'm hearing you say is that those things that
7 you spoke of earlier about the police
8 substation and those types of things is what
9 the District felt that they didn't need to do.

10 MR. SANCHEZ: The things that are not in
11 this agreement are the things that we think we
12 do not need to do.

13 CHAIR PRO TEM DAVIS: I'm sorry.

14 MR. SANCHEZ: The things that are not in
15 this agreement are the things that we felt we
16 do not need to do. The staff has already
17 proposed to the board -- actually we budgeted.
18 When we set the budget for this project, we
19 included money for roadway improvements. So
20 I'm not sure where this notion comes up that we
21 didn't feel like we had to do anything. We had
22 money budgeted in the project to make roadway
23 improvements, budgeted for it. The board
24 approved that budget for it. And we're taking
25 it to a board next week Wednesday a contract to

1 actually execute this work. So I'm not exactly
2 sure where that notion comes about.

3 What I was trying to inflate to you is
4 that there's a Hillsboro case that says that
5 School Districts are only required to do what's
6 contiguous. So property that we don't own, we
7 don't make improvements adjacent to a property
8 that we don't know. We're going above and
9 beyond this. Substantially above and beyond
10 that. And that makes our board a bit
11 uncomfortable, but they did approve it. I
12 expect them to approve the action next week
13 Wednesday when we bring them the contract.

14 So the board is prepared to spend
15 \$2 million in improvements. But, you know,
16 obviously every dollar that we spend on roadway
17 improvements is a dollar that we can't spend in
18 a classroom. So there's a point to which the
19 board has a tolerance level is what they're
20 going to pay for in improvements.

21 COUNCILPERSON DAVIS-JOHNSON: Madam Chair.

22 CHAIRPERSON PARDO: Yes.

23 COUNCILPERSON DAVIS-JOHNSON: Has anyone
24 looked at this document that they sent?
25 Ms. McKinney, this requirement for the

1 undertaking of the roadway and traffic
2 improvements, is it our requirement or is it
3 the results of the traffic study?

4 MS. MCKINNEY: Well, the traffic study
5 results are based on the County's traffic
6 performance standards level of service.

7 COUNCILPERSON DAVIS-JOHNSON: Right.

8 MS. MCKINNEY: So their results interpret
9 and project the amount and volume of traffic
10 and where it will occur. And if it exceeds the
11 level of service that's in that ordinance, then
12 the improvements need to be made to keep the
13 level of service at that standard that's in the
14 ordinance. And the traffic study has
15 demonstrated that the volume of traffic will
16 exceed on that piece of road since it's only a
17 two lane roadway, and that Congress had to have
18 two new turn lanes southbound onto that roadway
19 and one new turn lane northbound onto that
20 roadway. So that was in compliance with that
21 traffic performance standards.

22 COUNCILPERSON DAVIS-JOHNSON: Right. That
23 was the County's traffic performance standard.

24 MS. MCKINNEY: Which the City is under
25 that traffic performance standard.

1 COUNCILPERSON DAVIS-JOHNSON: Ms. Ryan,
2 what is your recommendation to this body?

3 ATTORNEY RYAN: You have to make the
4 decision on that. I can just give you the
5 legal ramifications of what you do. But just
6 in terms of a recommendation, I just don't feel
7 that it's my place to give you --

8 COUNCILPERSON DAVIS-JOHNSON: Not
9 necessarily. I want to know from the legal --
10 from your legal position what we should be
11 doing legally so as not to incur additional
12 costs to this City who is already cash strapped
13 and having issues, you know, budgetarily. So
14 that's what I'm asking. I know that we
15 ultimately have to make the decision. But from
16 that perspective --

17 ATTORNEY RYAN: Well, I became involved in
18 this process in December. And I believe that
19 the School District staff that I've worked
20 with, including Blair Littlejohn and Gerald
21 Williams and Kathleen Johnson -- Adams, I've
22 worked with them and I really believe that
23 they've worked with their staff, and they are
24 very serious about making sure that the school
25 is built with the right traffic in a timely

1 manner. We worked on 13. 13 gave me -- you
2 think it gave you heartburn. It was written a
3 lot worse than this. And we added language
4 that made me feel more comfortable in terms of
5 their good faith effort. I was very sincere
6 with them when I sat at the table that run of
7 the reasons we wanted the Interlocal Agreement
8 was that our constituents and our staff really
9 have no faith that you would do the work. And
10 their response was we want to make you
11 comfortable. And that's what this agreement is
12 about. Both sides trying to get to a point
13 where we can trust each other a little bit.
14 And there is a little bit -- there's a lot of
15 good faith in here. But I think to go through
16 the 164 process is expensive at the very end.
17 I mean you're going to be back here again.
18 Because a part of that process is we both have
19 to meet again. If staff can't resolve it, then
20 the School District and the City Council will
21 have to meet. They make you jump through a lot
22 of hurdles because they want you to settle
23 these issues short of litigation.

24 So if the ultimate goal is to get the
25 school built in a timely manner and start

1 school in August, then we should enter into
2 this Interlocal Agreement. If the City is
3 concerned that if it's not done by August 10th,
4 because there is a likelihood even though staff
5 has said we will -- City staff will bend over
6 backwards and allow them to work six days a
7 week to get the project done, and allow them to
8 work -- I think the regular hours are six AM to
9 six PM, to work an extra hour or two as
10 daylight permits to get it all done. There
11 still is a likelihood it will not be done by
12 August 1st. And that's why we have that
13 section here that they would have to come back
14 to us by July 15th if it's not going to be
15 completed.

16 But keep in mind also that the issue of
17 the damages is still out there and we're not
18 done with them. Because we still have to work
19 on that negotiation. They feel very strongly
20 that we should pay for some of those damages
21 and we feel very strongly that we should not.

22 COUNCILPERSON DAVIS-JOHNSON: So then what
23 is your position as it relates to my colleague,
24 Mr. Lowe, when he spoke about including some 30
25 day language? How do you feel --

1 ATTORNEY RYAN: I don't think that they
2 will go for that. But I think that as Mr.
3 Sanchez says, if we want to add a sentence
4 about, you know, coming back and showing the
5 good faith effort in 30 days, I think they
6 would probably add that.

7 MR. SANCHEZ: I think that we would agree
8 to that. Like I said, I think even beyond
9 that, I think -- again, I have talk to talk to
10 our legal counsel, and you know you're being
11 counseled by yours, about the quick take
12 process. If they think that's reasonable, I
13 don't see any reason why we couldn't add that
14 in there as well.

15 ATTORNEY RYAN: And the quick take process
16 could start tomorrow. That could have started
17 a week ago Tuesday.

18 COUNCILPERSON LOWE: But right now their
19 district, their board had an opportunity to go
20 over this and ponder it and comment. Now we're
21 allowed an opportunity to do that.

22 ATTORNEY RYAN: Sure.

23 COUNCILPERSON LOWE: That's how that
24 works.

25 ATTORNEY RYAN: Yes.

1 COUNCILPERSON LOWE: We make our
2 recommendations. Either they accept it or not.
3 And then we come back and you know consummate
4 the deal, right? I thought that's usually how
5 it happens. It seems like it's one sided.
6 They get to make the rule. And then if we
7 don't agree with it, then they get to do what
8 they want, you know. It doesn't seem like it
9 should go that way. You know, this is our
10 first time seeing this. No. I'm talking about
11 the Board discussing it. I mean all of us can
12 see it individually. But until we come out and
13 talk about it together, then you know it's
14 nothing until the Board openly discusses it.

15 MR. SANCHEZ: This was on our agenda
16 today, which means that we advertise it on
17 Friday. So our board first say this agreement
18 on Friday. Because that's when we first --
19 that's when we finalized the deal. Our board
20 had as much time to deal with this as your
21 board.

22 COUNCILPERSON LOWE: Your board approved
23 it on Friday?

24 MR. SANCHEZ: No. They saw it on Friday
25 because it was advertised on Friday for today's

1 meeting. So we have to advertise --

2 COUNCILPERSON LOWE: I mean quite
3 naturally they see it. But it doesn't mean
4 anything until the board brings it out to the
5 public. And we've seen this, too.

6 MR. SANCHEZ: Right. They had some
7 discussion about it. It was a six to one vote.
8 It wasn't unanimous. And the one vote had
9 nothing to do with our issue. It was different
10 issues. But, you know, they only had a few
11 days to discuss this since Friday to today.
12 Five days to contemplate it. They asked their
13 questions. We answered their questions. And
14 they supported it six to one. If there was
15 some change, modest change, you know, and we
16 talked about perhaps coming back in 30 days
17 with an update or adding the requirement that
18 we do a quick take on certain properties.
19 Those two changes would have to go back to our
20 board for approval. We'll bring it back -- I
21 don't set the agenda. If we can get it back
22 next week Wednesday. If I can get it on the
23 agenda next week Wednesday, you would have had
24 your opportunity to make some adjustments. But
25 also to point out --

1 COUNCILPERSON LOWE: And we'll be here
2 next Wednesday as well.

3 MR. SANCHEZ: So if you want to make that
4 recommendation -- again, I don't want to speak
5 for you. But if you want to make that
6 recommendation to make those two changes and
7 consider this again next week Wednesday.

8 COUNCILPERSON LOWE: Yeah.

9 CHAIRPERSON PARDO: Make a motion.

10 COUNCILPERSON LOWE: I move that --

11 CHAIRPERSON PARDO: Wait a minute.

12 Ms. Ryan.

13 ATTORNEY RYAN: Well, I think that we
14 should make the motion to make the amendment
15 and perhaps approve it. So that when it goes
16 back to them -- if we make the motion on the
17 language, then you need to approve the
18 agreement with the new language so that it
19 doesn't keep going back and forth, back and
20 forth. If you know what you want --

21 UNIDENTIFIED SPEAKER: This is our
22 position. Vote on it.

23 COUNCILPERSON LOWE: I don't have a
24 problem with that.

25 ATTORNEY RYAN: Right. So your motion

1 should be to approve the agreement with the new
2 language that you want. And then he can take
3 that back to his board next week and they
4 either approve it or they don't.

5 COUNCILPERSON LOWE: Right. And if they
6 don't --

7 ATTORNEY RYAN: We're moving on.

8 COUNCILPERSON LOWE: So I move that we
9 approve the agreement with the language for the
10 30 day quick take. If you can help me clean
11 that up.

12 UNIDENTIFIED SPEAKER: You want evidence
13 in 30 days.

14 COUNCILPERSON LOWE: Yeah.

15 ATTORNEY RYAN: With the quick take for
16 the church and other properties?

17 COUNCILPERSON LOWE: Whatever we need to
18 get. You know, two through five or two through
19 13 or all of them done.

20 UNIDENTIFIED SPEAKER: Quick take of all
21 properties.

22 CHAIRPERSON PARDO: Okay.

23 ATTORNEY RYAN: But you want that process
24 done within 30 days? 30 days of signing the
25 agreement?

1 COUNCILPERSON LOWE: Yeah. You said they
2 can initiate the quick take tomorrow.

3 ATTORNEY RYAN: Right. But they have to
4 still -- I know. We have to get them to
5 approve it. So you want them to initiate --
6 okay. We said a 30 day. Never mind. Never
7 mind. Got it.

8 CHAIRPERSON PARDO: So we have a motion
9 and a second. Any other comments? Madam
10 Clerk.

11 DEPUTY CITY CLERK: Councilperson
12 Davis-Johnson.

13 COUNCILPERSON DAVIS-JOHNSON: Yes.

14 DEPUTY CITY CLERK: Councilperson Brooks.

15 COUNCILPERSON BROOKS: Yes.

16 DEPUTY CITY CLERK: Councilperson Lowe.

17 COUNCILPERSON LOWE: Yes.

18 DEPUTY CITY CLERK: Pro Tem Davis.

19 CHAIR PRO TEM DAVIS: Yes.

20 DEPUTY CITY CLERK: Chair Pardo.

21 CHAIRPERSON PARDO: Yes.

22 DEPUTY CITY CLERK: Unanimous vote.

23 CHAIRPERSON PARDO: Thank you. So we
24 should see you again next week.

25 CHAIR PRO TEM DAVIS: Thank you Mr.

1 Sanchez.

2 COUNCILPERSON LOWE: Motion to adjourn.

3 CHAIR PRO TEM DAVIS: Let me see if I got
4 this all clear in my head. Okay. So we put
5 those two things in there and we've approved
6 it, right?

7 ATTORNEY RYAN: Correct.

8 MR. SANCHEZ:

9 CHAIR PRO TEM DAVIS: So Mr. Sanchez is
10 going to take it back to his board I guess
11 maybe for their vote up or down on next
12 Wednesday. Am I correct?

13 ATTORNEY RYAN: Yes. Tomorrow I'll craft
14 the language.

15 CHAIR PRO TEM DAVIS: Okay. And then
16 you'll have it back to us by next Wednesday
17 also for us to --

18 MR. SANCHEZ: No. You've already approved
19 it. So it doesn't come back to you.

20 ATTORNEY RYAN: No. It's approved.

21 CHAIR PRO TEM DAVIS: So you're going to
22 take it back to your board for a up or down
23 vote next Wednesday.

24 MR. SANCHEZ: Correct.

25 CHAIR PRO TEM DAVIS: And if it is voted

1 down, then --

2 MR. SANCHEZ: The 164.

3 CHAIRPERSON PARDO: All right. Is there a
4 motion to adjourn?

5 COUNCILPERSON LOWE: Yep, motion --

6 CHAIRPERSON PARDO: All right. Thank you
7 everyone.

8 (Thereupon, the proceedings concluded at
9 8:15 p.m.)

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CERTIFICATE

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

I, TRACY LYN FAZIO, Court Reporter and Notary Public within and for the State of Florida at Large, duly commissioned and qualified, do hereby certify that pursuant to a notice to transcribe said hearing from the videotaped proceedings, the examination was reduced to writing under my supervision; and that the transcript is a true record of my stenographic notes.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 8th day of July, 2011.

TRACY LYN FAZIO
Court Reporter and
Notary Public, State of
Florida at Large

APPROVED:

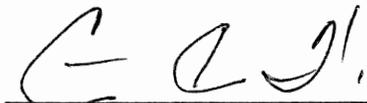


THOMAS A. MASTERS
MAYOR



JUDY L. DAVIS
CHAIRPERSON

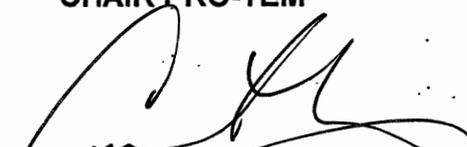
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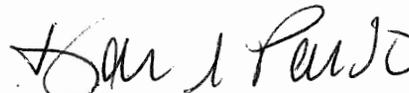
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MASTER MUNICIPAL CLERK
CITY CLERK



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CHAIR PRO-TEM



CEDRICK A. THOMAS
COUNCILPERSON



DAWN S. PARDO
COUNCILPERSON



SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: B. BROOKS

SECONDED BY: D. PARDO

B. BROOKS AYE

J. DAVIS AYE

C. THOMAS AYE

D. PARDO AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: _____