

Closed-Session Government Meeting

Thursday, October 19, 2023

9:46 a.m.

Remote Proceeding

Miami, FL 33169

Reported by: Kevin Klingenschmid

JOB NO.: 6129266

A P P E A R A N C E S

List of Attendees:

Dirk Smits, City Attorney

David Turner, City Administrator

Beth Ramsay-Vickery, Mayor Pro Tem

Tom Harding, City Commission

Freddie Foster, Commissioner

Joey Raspe, City Commission

P R O C E E D I N G S

THE REPORTER: All right. We are on the record at 9:46 a.m.

Go ahead, Mr. Turner.

MR. TURNER: David Turner, city administrator, Key Colony Beach.

MS. RAMSAY VICKERY: Hi. Beth Ramsay Vickery, mayor pro tem, Key Colony Beach. I'm the only female in the room today, so this should be easy for you on me.

MR. FOSTER: Freddie Foster, commissioner.

MR. HARDING: Tom Harding, city commission.

MR. RASPE: Joey Raspe, city commission.

MR. SMITS: Dirk Smits, city attorney.

Okay. So we're here on the Swanson case. I had occasion to talk to all of you individually. Just want to go over what I'm proposing because we had a settlement. Well, we're here to talk about settlement options and litigation expenditures. I've been seeking the recent total for the amount, and I don't have it yet. But we're probably about 15 to 20,000 dollars into the Swanson case as of this point,

1 based upon what I can remember. Might be a little
2 less; might be a little more.

3 Based upon the pleadings that we are
4 now looking at, they are seeking declaratory relief,
5 which is going to result in us having to answer and
6 respond to the complaint and then litigate. That
7 litigation will of course cost more money and
8 definitely last past November.

9 November is the day that the
10 contractor -- the month that the contractor gave Dave
11 and I as the outside rim for being able to still stick
12 with the agreement -- or still do the contract. He's
13 in the window to quit that contract right now, so
14 obviously, if we end up litigating till the summer, we
15 are going to lose the contractor.

16 Thus, it is my advice -- or the advice
17 that I'm seeking is I feel like the more -- the
18 business decision here is to resolve, save that money,
19 and end up rebidding the city hall. That's what
20 they're asking for, so I would anticipate that that
21 would not be met with yet another lawsuit; however, I
22 intend to spend some time with opposing counsel and
23 make sure that that's the case.

24 So I'm open to comment on resolving
25 this. I know it's been a divided issue, and now, we

1 have no more mayor. So I'll ask Dave, what do you
2 have to contribute? Is there a financial advantage to
3 settling or ...

4 MR. TURNER: With the expenses coming
5 with the upgrade or cost in fire coverage, police
6 negotiations will be coming up, it might be a
7 financial benefit to put it out. But then, on the
8 downside is, are we going to get it cheaper? Or is it
9 going to be more? And what position would that put us
10 in to have a building that's compliant with floods so
11 we don't have an issue with CRS?

12 MR. SMITS: So those are all things
13 that are going to have to be decided, but right now,
14 it looks like we're going to lose our contractor no
15 matter what. And all we're doing is throwing good
16 money after bad, and that's kind of where I'm at with
17 where -- and listen, we can litigate till kingdom
18 come, but I don't see the point, and I don't see the
19 reason for the expense when the reality is, as
20 business people, we just need to move on in the right
21 direction for the city -- in my opinion. But I'm --

22 Mayor Pro Tem, your comments?

23 MS. RAMSAY VICKERY: Okay. The Swanson
24 lawsuit asked for an injunction preventing us from
25 taking action to move forward with rewarding the bid

1 to HOB. That bid expired on October 3rd, and we're
2 now finding that the contractor is going to walk next
3 month, making it financially imprudent for us to now
4 spend months and countless costs to pursue a bid that
5 has or will be elapsing.

6 Therefore, in an effort to move forward
7 and with my concern about the expiration of our
8 \$2,282,859.28 State Harding Grant and my concern for
9 the future of our post office, I think it's in the
10 best interest of the city that we conclude this
11 litigation by rebidding the rebuild project.

12 MR. SMITS: Foster, do you have
13 anything you want to add?

14 MR. FOSTER: So the only thing I'd add
15 is the only thing -- my understanding that the
16 litigation is discussing -- is awarding the contractor
17 HOB. That is it. So the only thing that we're
18 talking about here -- it has nothing to do with
19 rebidding or anything else -- it only has to do with
20 stopping the issuance of a contract to HOB, and then
21 we're back to ground zero.

22 MR. SMITS: So yes. That is what the
23 petitioners asked for, is to not to take away the
24 award to HOB, and that is indeed what the resolution
25 will be. So in terms of the lawsuit, yes. But the

1 only reason I bring up the other is, if there's going
2 to be any movement on the city hall, we'll make that
3 decision at a later time, which direction.

4 But it is something that's affecting us
5 right now because of the expiration of time and the
6 expense that's going to result in just expense with no
7 evidence. You know, there's no -- we can litigate
8 through the summer, but we're not going to have
9 anything to show for it.

10 MR. FOSTER: So again, my comment has
11 to do with the litigation itself only has to do with
12 awarding the contract HOB, and then --

13 MR. SMITS: That is the lawsuit, just
14 one caveat. There's the action for declaratory relief
15 to declare and to compel certain people to do certain
16 things, to declare that the election needs to be held,
17 and so forth. That's the things that are adding to
18 and will elongate the litigation, if that makes sense.

19 MR. FOSTER: Right.

20 MR. SMITS: But the solution is -- what
21 the petitioner wants -- is to not award to HOB.

22 MR. FOSTER: Okay. So --

23 MR. SMITS: So that's where I'm going
24 to target if I'm hearing -- well, I haven't heard from
25 everybody, but that's where I'm going to target, is

1 resolution like that with an aim towards no more legal
2 stuff, and we'll take it back, and we'll decide on
3 other building options at a separate time and public
4 meeting.

5 MR. FOSTER: Okay. So I agree.

6 MR. SMITS: So this is not a vote, by
7 the way, for the record. This is just you're giving
8 your advice to me, and -- so okay. Tom --

9 MR. HARDING: So a few questions. So
10 the judge from Monroe County dismissed this on the
11 same day of the hearing.

12 MR. SMITS: He dismissed it at the
13 hearing. Yes, he did. He gave the petitioners the
14 additional time to seek additional relief. The
15 additional relief that's being solved is going to
16 result in longer mitigation.

17 MR. HARDING: A second question. So
18 going to the next summer for litigation, what's your
19 estimates for that?

20 MR. SMITS: If we're close to 29 or --
21 more than 1,500.

22 MR. HARDING: So it's more than 50 more?

23 MR. SMITS: No. At least 40 more.

24 MR. HARDING: Okay. So as far as a
25 settlement option. Obviously, you can try to put in

1 verbiage that no more additional litigation
2 lawsuits -- what's your confidence that that would be
3 held up, not switched around?

4 MR. SMITS: Sure. This would be
5 settling with the petition. It would not be settling
6 with anyone else who wanted to bring similar suit.
7 But this particular situation, the way it is, the way
8 it's framed, the way it's been brought, yes, there is
9 the ability for someone else to bring same lawsuit.
10 This particular situation, unfortunately, we have
11 been -- because of nature of the delay and the nature
12 of the case -- we have been put in a corner because of
13 the contractor's needs to be starting --

14 MR. HARDING: So the risk that we have
15 is, we settle with this petitioner, and then another
16 petitioner comes out and files a lawsuit --

17 MR. SMITS: And that all comes down to
18 how we handle the building down the road. Right? So
19 this decision is really about what Commissioner Foster
20 said.

21 This is, you know, rolling a rock up a
22 hill. It's too steep. Right now, with the cost, it's
23 going to exceed the budget. And because of that, we
24 don't really want to continue on this path. The next
25 path that's chosen certainly needs to consider the

1 option of, "Hey. This could happen again." Right?

2 I mean I don't know that -- what's
3 being sought is not to reward to HOB. I can only
4 speculate as to why. Maybe they have a problem with
5 HOB, maybe they have a problem with what's being
6 built, but again, that's something to address down the
7 road because this is really just about my opinions.
8 It's going to cost money, and we're going to get to a
9 point way into the summer where the contractor is
10 going to have to walk.

11 MR. HARDING: If we agree to
12 settlement, and we rebid and we get three quotes, when
13 the city decides on a certain quote, you know, just to
14 make sure we're all aware of what the risk is, that
15 somebody else could litigate in three months that they
16 don't like that contractor.

17 MR. SMITS: Right.

18 MR. HARDING: How would that be
19 perceived to a judge?

20 MR. SMITS: Well, it certainly isn't --
21 well, let's put it this way: It's not what I think is
22 proper. Right? I think we're in a strong position,
23 unfortunately, just because of the time it would take
24 to do this. There's a lot of different ways we can
25 approach this proactively. You know?

1 And again, what I'm trying to get to
2 is, this is kind of futile, but down the road, what we
3 do is we figure out how do we get ahead of it, if it's
4 going to happen. And there are other decisions.
5 Like, what is going to be the thing? Right? What are
6 we ultimately going to do over there? Then, in that
7 event, we'll focus on how it's going to be put
8 forward. In other words, if we have to do the legal
9 stuff on our side, there's many, many options. We can
10 do bond. We can do validations. We can do deck
11 actions. We can do all kinds of stuff in advance --

12 MR. HARDING: But, I guess, two
13 questions I have is, one is, so if another lawsuit
14 comes in January and we go in front of a judge in
15 March, so to the judge, in your professional opinion,
16 we would have two quotes that went out and appears the
17 city can't move forward. How would that be perceived
18 by a judge?

19 MR. SMITS: How would it be perceived
20 by a judge? Meaning the --

21 MR. HARDING: Trying to execute
22 business. Trying to execute business.

23 MR. SMITS: Right. I mean it comes
24 down to the core problem that we're having. So, I
25 mean the other option is to continue to litigate on

1 that particular principle, but the fact of the matter
2 is, that isn't -- I don't believe that is the more
3 prudent way to operate. In other words, going forward
4 I think it's best to -- this is, in my opinion, going
5 to not be a good thing. Right? We're fighting an
6 uphill battle, money wise and time wise.

7 MR. HARDING: Yes. I guess, Dirk, the
8 point of my question -- so in March, we go in front of
9 a judge again. Would you think a judge would deny it
10 with prejudice or -- I'm not sure of the word, but --
11 so we couldn't appeal?

12 MR. SMITS: He'll probably litigate it,
13 and then there's an appeal period.

14 MR. HARDING: He'll allow another
15 appeal process if we go through this? Okay.

16 MR. SMITS: Yeah. I mean it's not an
17 enviable position to be in, but this particular
18 situation that we're currently in is not the way
19 that's the most prudent force for the city.

20 MR. HARDING: I guess what I'm just --
21 the risk for all of us is that we could be working for
22 another year or two from now. So to be honest, we
23 could all be in court for another year or two then?

24 MR. SMITS: Deposition is the whole
25 nine yards, and if you're in court for that long, you

1 know, that's a huge expense, and we're still going to
2 have to rebid.

3 MS. RAMSAY VICKERY: We would probably
4 lose our State Harding Grant through that time period,
5 which is almost, what, two and a half million dollars?
6 That's a lot of money. If we lose it, we are never
7 seeing that money again. It's gone.

8 MR. HARDING: So the other question I
9 have -- HOB, can they sue us?

10 MR. SMITS: No.

11 MR. HARDING: I mean, can they?
12 Anybody can sue anybody. It's in our contract or our
13 bid that they can reject our bid. It's not -- they
14 don't get any rights to the contract.

15 MR. SMITS: And this is advice. This
16 is advice. Right? So what I'm going to do is get --
17 if I'm getting the right advice that I think I need to
18 do this, I'll nail down all those details.

19 MR. HARDING: Yeah. I guess the one
20 thing I'm asking is that, okay, we sat in city
21 commission and -- HOB. We didn't award them a
22 contract, so are we in good legal standing that why --
23 if we have to go in front of a judge and say why we
24 didn't award them the contract, what would be our
25 reasoning?

1 MR. SMITS: If HOB asks why we didn't
2 award the contract? Because under the bid specs we
3 have the right to not. So it doesn't -- we don't need
4 a reason.

5 MR. HARDING: Okay. So the answer is
6 "We don't need a reason"?

7 MR. SMITS: We don't need a reason not.
8 Does that mean they could sue us? They could try, but
9 I don't get the indication that that will ever be the
10 case. Contractors generally don't like to sue
11 governments, but this particular situation, it says
12 very much so in the bid that we can reject all bids
13 and until there's a contract, there's no rights.

14 MR. HARDING: That's all I had. Thank
15 you.

16 MR. RASPE: I agree that we should stop
17 the bleeding in this particular case, but I want to
18 make sure that going forward, as you say, all our
19 options become available for us with the rebid
20 process. But I think for now, this is the stepping
21 stone to stop the bleeding. We need to do it.

22 MS. RAMSAY VICKERY: Well, Tom does
23 have a certain point, though, that if this lawsuit is
24 going to come back again later and then we have to
25 fight it twice and we know we're going to win it

1 now -- We know we will. It's just a matter of how
2 long and how much money. So that's something that --

3 MR. SMITS: And there's no guarantees.
4 There's no guarantees we'll win.

5 MS. RAMSAY VICKERY: I feel good about
6 the position we're in and the discussions we've had.
7 So that's just the other thing to discuss right now,
8 is Tom did bring up a valid point.

9 MR. SMITS: Sure.

10 MS. RAMSAY VICKERY: We go through this
11 again. What's to stop anyone from saying, "We don't
12 like what you're doing. We're going to shut down
13 government, again"?

14 MR. SMITS: And again, we will
15 likely -- that's why I am bringing it up. There's
16 other ways to skin this cat, but this particular way,
17 the bid that we did and they way we did it and the way
18 our code reads, we could end up here again. So
19 obviously, the way we just did isn't the way we're
20 going to try to do it again. It needs to be done a
21 different way. If that involves doing something
22 crazier than what we've already done -- but, you know,
23 it could end up we take it to referendum. It could
24 end up that way.

25 MR. FOSTER: I really like the

1 language. We have the prerogatives of not ordering
2 the bid without any worries. We just -- for whatever
3 reason, as commission, we're not happy with it --

4 MR. SMITS: I mean the contractor is
5 aware of what we've done. So can it happen again?
6 Yes. Can I say that our code is good enough to
7 withstand it? I don't know. It's not the easiest
8 issue to deal with. It shouldn't be that government
9 can be hobbled by a situation like this.

10 MR. HARDING: Well, I guess I want to
11 make sure I'm clear on my point through all of this
12 conversation. But I'm not confident that this is the
13 last litigation in this lawsuit. I'm not confident,
14 and so I think we need to be proactive and have a
15 judge -- get in front of a judge at some future time
16 and say, "We're stopping business for the city.
17 Someone is continuing to stop us to the point we're
18 not protecting employees, we're not protecting
19 government property." So I think we need to be
20 proactive of our rights as a government to execute
21 work.

22 MR. SMITS: So I get you there, that
23 the issue comes back to our code. So one of the
24 solutions that we could do -- and I didn't talk to
25 anyone about this -- is we could run a vote. Vote.

1 Let them vote. Done.

2 MR. HARDING: So I think --

3 MR. SMITS: I mean that takes away the
4 lawsuit. It takes away whether we continue with HOB
5 or not. I mean let them vote. I brought this up in
6 the first closed session.

7 MR. HARDING: But the . still --

8 MR. SMITS: Right. You can let them
9 vote. And if you let them vote, the chips fall where
10 they may. There's no more litigation. We solve
11 litigation. We let them vote. And that way you won't
12 be back here.

13 MS. RAMSAY VICKERY: A vote is
14 nonbinding.

15 MR. SMITS: We can make it.

16 MR. RASPE: But the vote would only be
17 to award --

18 MR. SMITS: Right. But to not award
19 the HOB.

20 MR. RASPE: Right. So the vote
21 wouldn't cover the issues that Tom was talking about.
22 So --

23 MR. SMITS: Not necessarily, no. Well,
24 let me tell you this: It depends on who's back.
25 We're voting to --

1 MR. RASPE: Well, what's back unfair.
2 They can go out and bid again, and then we order
3 somebody else.

4 MR. SMITS: Right. So there's -- like
5 I said, there's two options. We can just nip it in
6 the bud now and try and read through everything, or we
7 can let the vote go forward on whatever basis, and
8 maybe that makes a determination HOB can go forward.
9 I mean, you know, this is -- the points that Tom and
10 Beth are raising are valid. In other words, we could
11 end up right back.

12 MR. RASPE: That's with anything.
13 Nothing can stop that.

14 MR. HARDING: My concern is we go
15 through this again in January, and we have three
16 votes, and we decide on contractor B or whatever it
17 is, and we get another lawsuit. And so, I guess,
18 irregardless of any kind of vote, where I'm at is that
19 the city has responsibilities to execute business to
20 protect city property and to protect city employees.

21 So when do we get proactive to do in
22 front of a judge and say, "Circuit Judge --
23 whatever -- and say you have that right to protect
24 your property and your employees"? And I think we
25 need to be thinking in that state because from my

1 background this is not the last lawsuit. We could be
2 going through this for multiple years.

3 MR. SMITS: Right. And, Tom, what I
4 was trying to get to is this right here and this right
5 now, which is the four corners of this particular
6 lawsuit and where it's going to head with this
7 particular contractor is not where we -- it's not how
8 we should be proactive, not in this particular
9 situation.

10 MR. HARDING: And I guess the reason
11 for putting this on the record, I just want us to all
12 not be naive -- is that we agree on a settlement and
13 we think it's all done.

14 MR. SMITS: No. It's not. It's got to
15 be done differently, and it has to be done -- and we
16 will have to have a lot of discussion on how that is.
17 And referendums should not be off the table. If you
18 want to do the financing, you can actually put a
19 referendum when you do the financing. I mean, there's
20 a million options that don't involve going through
21 this lawsuit again. We can actually seek declaratory
22 relief and our own code. We can actually go ahead and
23 try to validate a bond. I mean there's -- but these
24 are not the good questions for this particular
25 session.

1 MR. HARDING: Right. And I guess the
2 reason I want to put on record is that we should be
3 thinking in the future about how to be proactive,
4 rather than wait in January and be reactive to another
5 lawsuit.

6 MR. SMITS: You could do a --

7 MR. RASPE: Isn't this all outside of
8 what we're asking?

9 MR. SMITS: Yeah. I guess we're just
10 batting around because it is a valid question whether
11 as to whether we will be right back where we are.

12 MS. RAMSAY VICKERY: Right.

13 MR. SMITS: The issue is, yes, we could
14 be, but this lawsuit is not the one to test it.

15 MR. RASPE: Right. Understood.

16 MR. SMITS: And again, this -- and
17 please remember, this is -- no final decision is being
18 made here. I just want to know if there's a mood to
19 try and resolve it, given the parameters that I'm
20 hearing. And I understand your concerns and your
21 concerns and your concerns and your concerns and
22 Dave's financial concerns.

23 So I've got some advice. Right? No
24 decisions are being made in here. They can't be. So
25 I've got some advice to try and cobble something

1 together, based upon what I've heard from all of you.
2 And I'm going to call another closed session, and if I
3 think it's close to what we need, then we'll have
4 something to act on in November or December.

5 I would try to also slow down
6 litigation. I have my response to file, and we've
7 already done it, so it's being filed. I want to see
8 the temperature of the water in trying to resolve
9 this. If there's anything but a complete -- you know,
10 everything goes away, we stop spending money, or some
11 stipulation of some type that says, "We agree with you
12 that this particular method is not bad for a --" I
13 mean I'm going to work on settling if there's a mood
14 for it. If there's no mood for it, then that's why I
15 didn't want to have to spend time on it.

16 So the advice that I think I'm getting
17 is that there is a mood to settle as long as it's
18 making sense and in this particular -- I think
19 everyone has a general understanding that this
20 particular suit isn't the one to do any particular
21 testing on because of nature of the contractor. The
22 contractor and the expense -- this particular suit
23 doesn't make sense. Whatever we have to do down the
24 road, this is not the time to test it, monetarily wise
25 and litigation wise and contractor wise. I mean the

1 ultimate thing is the contractor is going to walk. It
2 said November. Right, Dave?

3 MR. TURNER: It was 120 days from --

4 MR. SMITS: No. No. No. When we were
5 on the phone --

6 MR. TURNER: Oh. Yes. Yes. He was
7 willing to extend it.

8 MR. SMITS: -- outside envelope and he
9 said, "November," which I can't tell you we'll be even
10 close to done by --

11 MR. FOSTER: We're talking two weeks
12 away.

13 MR. SMITS: So I mean, that's one of
14 the key pieces to resolving this is the fact that the
15 contractor -- the only contractor is in the bid, and
16 that's unfortunate, but that's why I think this box
17 we're in right here, in this particular lawsuit, it's
18 better to step back, stop spending money, make a plan
19 to do this proactively the next go around, and
20 hopefully, we get a bunch of bids in the next go
21 around, whatever that is, or maybe we do something
22 different. But this is not the place to test it, in
23 my opinion.

24 But I think I've heard all of your
25 input, for the record, and your concerns about this

1 happening again, so I'll put my mind to that too. But
2 again, like I said, you are not wrong. We could be
3 here again, so our approach needs to be found to doing
4 without the litigation points.

5 MR. RASPE: What aim, if we're going
6 through litigation to be there again?

7 MR. SMITS: That's what I'm saying. So
8 we have to think about -- so we have to think of a
9 better approach to this. Not now, next go around.
10 This one is not the one to test because of the expense
11 and the contractor walking. Here's not the place to
12 do it. The place to do it is a well-thought-out
13 strategy and a well-crafted strategy on what we're
14 going to do about the vote. But also, legally, what
15 we have to do to avoid this situation, just not --
16 this is not the place to do that. This litigation is
17 futile, in my opinion.

18 MR. HARDING: Did we open ourselves up
19 to this option?

20 MR. SMITS: What do you mean?

21 MR. HARDING: So if you look at the
22 history, the process we went through, the bidding and
23 then responding to the lawsuit, did we open ourselves
24 up to this till July of next year? Is there something
25 we should learn from it?

1 MR. SMITS: Oh. Yeah. We should learn
2 that our code is what it is, and we need to deal with
3 it, and we need to deal with the litigation in a
4 manner that --

5 MR. HARDING: What's wrong with
6 modifying the code --

7 MR. SMITS: It's not right now. It's
8 not doable right now. We're in litigation.

9 MR. HARDING: Yeah. So just for
10 example, if you settle Monday morning --

11 MR. SMITS: You can undertake --

12 MR. HARDING: On Tuesday morning, we
13 put in an update to our code --

14 MR. SMITS: There's lots of options.
15 Yes. I'm trying not to get too far field because the
16 strategy going forward -- we all need to spend a lot
17 more time in just a closed session.

18 MR. HARDING: I guess --

19 MR. SMITS: And I'm not bringing
20 anything final in front of you.

21 MR. HARDING: Yeah. I like your
22 recommendation of if we settle on this --

23 MR. SMITS: How we change to go
24 forward.

25 MR. HARDING: Maybe we're best to go

1 through a code change for three months before we
2 rebid.

3 MR. SMITS: I will have those
4 recommendations --

5 MR. FOSTER: Either way, we need to
6 decide on this right now.

7 MR. SMITS: Well, I think
8 I have the consensus about this particular situation.
9 I just think going forward, there's a lot of stuff to
10 think about, and maybe code change is one of those
11 things, maybe some other ways of strategizing. I get
12 it. We're going to do that, and I don't -- I won't
13 advise another path just like what we just went down.
14 This situation with one bid and a recommendation that
15 we rebid and all this other sort of compounded, so
16 this is not the hill to die on.

17 MR. HARDING: Understood.

18 MR. FOSTER: Mr. Court Reporter, did
19 you get all that?

20 THE REPORTER: Yes, sir. I did. I got
21 everything.

22 MR. FOSTER: Okay. That would conclude
23 the closed session unless anyone has anything else to
24 add.

25 MS. RAMSAY VICKERY: Lots to say

1 another day.

2 THE REPORTER: All right. We're going
3 off the record at 10:12 a.m. Thanks, everyone. Have
4 a good day.

5 (Whereupon, the meeting concluded at
6 10:12 a.m.)

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CERTIFICATE OF DEPOSITION OFFICER

I, KEVIN KLINGENSCHMID, the officer before whom the foregoing proceedings were taken, do hereby certify that any witness(es) in the foregoing proceedings, prior to testifying, were duly sworn; that the proceedings were recorded by me and thereafter reduced to typewriting by a qualified transcriptionist; that said digital audio recording of said proceedings are a true and accurate record to the best of my knowledge, skills, and ability; that I am neither counsel for, related to, nor employed by any of the parties to the action in which this was taken; and, further, that I am not a relative or employee of any counsel or attorney employed by the parties hereto, nor financially or otherwise interested in the outcome of this action.



KEVIN KLINGENSCHMID

Notary Public in and for the
State of Florida

CERTIFICATE OF TRANSCRIBER

I, ANGEL DAVIS, do hereby certify that this transcript was prepared from the digital audio recording of the foregoing proceeding, that said transcript is a true and accurate record of the proceedings to the best of my knowledge, skills, and ability; that I am neither counsel for, related to, nor employed by any of the parties to the action in which this was taken; and, further, that I am not a relative or employee of any counsel or attorney employed by the parties hereto, nor financially or otherwise interested in the outcome of this action.

A handwritten signature in black ink that reads "Angel J Davis". The signature is written in a cursive style with a long horizontal flourish at the end.

ANGEL DAVIS

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