

>> THE NEXT CASE UP, IS THOMAS
VERSUS STATE.

CRIMINAL CASE.

>> MAY IT PLEASE THE COURT.

MY NAMES IS JAMES DINKINS ON
BEHALF OF THE APPELLANTS.

YOU COURT SHOULD REVERSE A
REMAND FINAL JUDGMENT FOR TWO
REASONS.

FIRST THE TRIAL COURT INVADE THE
PROVINCE OF THE LEGISLATURE AND
ALSO DENIED APPELLANT'S DUE
PROCESS OF LAW CREATING A
WORKSHOP ENVIRONMENT WHERE IS
SUBSEQUENTLY AMENDED
PRONOUNCEMENTS OF THE LOCAL
LEGISLATIVE BODY, CLEAN ENERGY
COASTAL CORRIDOR DURING THE
HEARING AND SUBSTANTIVELY
CHANGED PROVISIONS SO THEY WOULD
COMPLY WITH REQUIREMENT OF LAW.

SECOND--

>> LET ME ASK YOU THIS BECAUSE
IN OUR CASE THE OTHER DAY I
THINK MAY HAVE ASKED THIS.

WHEN YOU HAVE A BOND VALIDATION HEARING AND THE PEOPLE THAT ARE GOING TO BE AFFECTED BY THE BONDS ARE INVITED TO COME AND PARTICIPATE AND IF SOMEONE, OR SOME OTHER, ONE OR TWO PEOPLE COME AND PARTICIPATE, AND THEY POINT OUT TO THE COURTNEY KIND OF DEVIATION OR CHANGE THAT NEEDED TO BE MADE OR ANYTHING LIKE THAT, IS IT YOUR ARGUMENT THAT IF THERE NEEDS TO BE ANY KIND OF CHANGE TO WHAT HAS BEEN PRESENTED, THAT IT HAS TO GO BACK TO, AND BE CHANGED AND THEN ANOTHER BOND VALIDATION PROCEEDING BEGUN?

>> ALMOST, YOUR HONOR.

FOR A COUPLE OF REASONS. THE FIRST IS THE OVERALL STRUCTURE OF CHAPTER 75 WHICH GOVERNS BOND VALIDATION PROCEEDINGS AS LAID FORTH BY THE LEGISLATURE AND AS HAS BEEN APPROVED OVER AND OVER AGAIN BY

THIS COURT BACK TO THE 1920s.

THERE ARE PLENTY OF CASES

TALKING ABOUT THE BASIC

STRUCTURE WE USE IN BOND

VALIDATION PROCEEDINGS.

>> WE'RE TALKING ABOUT A VERY

SPECIFIC QUESTION, DO THOSE

CASES OR THE LAW SPECIFICALLY

ADDRESS WHAT SHE ASKED?

NOT THAT WE GO BACK TO THE

'20s.

THAT IS VERY BROAD BRUSH YOU'RE

PUTTING OVER THESE.

THAT IS VERY PRECISE QUESTION.

IS THERE SOMETHING THERE?

>> YES, YOUR HONOR, IN INGRAM

VERSUS CITY OF PALMETTO, THIS

COURT DECIDED, THIS IS A CASE

FROM 1927, THIS COURT DECIDED

THAT WHEN THE LOCAL GOVERNING

BODY THAT IS ATTEMPTING TO ISSUE

THE BOND FAILS TO COMPLY WITH

THE REQUIREMENTS OF LAST, THE

CORRECT SOLUTION IS NOT TO SIT

THERE AND FIX IT OR ALLOW EVEN

IN THAT CASE IT WAS MUCH BETTER
BECAUSE THE GOVERNING BODY
ITSELF ADOPTED A NEW RESOLUTION
THAT CORRECTED THE ERROR.

>> WHAT WAS THE ERROR IN INGRAM?

>> IN INGRAM THEY HAD FAILED TO,
TO ADOPT IN THEIR BOND
RESOLUTION THE SPECIFIC
REQUIREMENTS-- THE STATUTE AT
THAT TIME REQUIRED THAT THE
INTEREST RATES AND PERIODS OF
REPAYMENT BE ESTABLISHED IN THE
BOND RESOLUTION ITSELF.

THEY HAD FAILED TO DO THAT.

THE CITY OF PALMETTO WENT BACK
AFTER A MOTION TO DISMISS IT, A
MOTION AT THAT TIME HAD BEEN
FILED.

>> WHAT WAS MISSING?

A COMPLETE PROVISIONS THAT
NEEDED TO BE THERE AS OPPOSED TO
TWEAKING OR CHANGING SOME
PROVISION THAT'S THERE?

>> I THINK THAT, THE WAY THAT
INGRAM COURT PHRASED IT THEY

DIDN'T COMPLY WITH THE
REQUIREMENTS OF LAW.

IN THIS CASE, AND THAT SAME
LANGUAGE COMES THROUGH ALL THE
WAY THROUGH THIS COURT'S CASE UP
TO THE CURRENT SEMINAL CASES,
KEY CITIZENS FOR RESPONSIBLE
GOVERNMENT, VERSUS FLORIDA AQUA
DUCT AUTHORITY.

THERE ARE THREE PROCEEDINGS TO A
BOND VALIDATION HEARING.

>> THE ANSWER TO THE QUESTION IS
YES AND SO IF THERE IS ANYTHING
AT ALL DURING THE COURSE OF THE
BOND VALIDATION PROCEEDING THAT
NEEDS TO BE CHANGED IT HAS TO GO
BACK AND THE PROCEEDINGS STARTED
AGAIN?

>> NOT NECESSARILY, YOUR HONOR.
I THINK THE CORRECT ANSWER IS
THAT IF THERE IS SOMETHING
SUBSTANTIVE IN THE PROCEEDING,
NOT JUST A MERE TYPOGRAPHICAL
ERROR, THE COURT ESTABLISHED
THAT TYPOS, WE CAN GO BACK AND

FIX THOSE.

SOMETHING GOES TO THREE WRONGS,
AUTHORITY TO ISSUE BONDS, PUBLIC
PURPOSE OF BONDS AND COMPLIANCE
WITH REQUIREMENTS OF LAW.

IF ONE OF THOSE THINGS FAILS
THEN THE ANSWER IS, THE
DEFENDANTS HAVE SHOWN CAUSE WHY
THE BOND SHOULD NOT BE VALIDATED
AND THE BONDS DON'T GET
VALIDATED.

THAT IS PRECISELY--

>> FORECLOSURE IS ONE OF THOSE?

>> THAT'S CORRECT, YOUR HONOR.

STATUTE 163.08 SPECIFICALLY SAYS
WE MUST USE THE UNIFORM METHOD
OF COLLECTION OF THESE
NON-ADVALORUM ASSESSMENTS FOUND
IN 197.3632.

IN TURN, 197.3632 SUB 8-A SAYS
YOU CAN ONLY COLLECT ASSESSMENTS
PURSUANT TO REST OF THIS
CHAPTER.

>> THE JUDGE, INSTEAD OF MAKING
THE CHANGE IN, WELL, SAYING HOW

IT SHOULD BE READ, HAD SAID, WE
READ THIS PROVISION AS, AS
REQUIRING JUDICIAL FORECLOSURE
BECAUSE IT IS PROHIBITED.

AND THEREFORE IT IS LAWFUL.

HOW WOULD THAT DIFFER?

>> I THINK THAT THE JUDGE
ATTEMPTED TO KIND OF CREATIVELY
INTERPRET THE LANGUAGE HERE.
THERE ARE FOUR INSTANCES IN THE
FINANCING AGREEMENT WHICH I
THINK WAS THE SAME DOCUMENT THAT
THIS COURT WAS SPEAKING ABOUT
YESTERDAY.

THERE ARE FOUR PROVISIONS IN
THERE THAT REFERENCE JUDICIAL
FORECLOSURE.

ONE OF THOSE PROVISIONS SAYS,
ANY LEGAL REMEDIES INCLUDING
JUDICIAL FORECLOSURE.

THE MOST STRAIGHTFORWARD
INTERPRETATION OF THAT IS TO
SAY, ANY REMEDIES AT LAW.

OKAY, SO A REMEDY YOU COULD
PURSUE THROUGH THE COURTS

INCLUDING JUDICIAL FORECLOSURE.

THE REST OF THE REFERENCES TO
JUDICIAL FORECLOSURE DO NOT
REFERENCE LAWFUL REMEDIES OR
LEGAL REMEDIES AT ALL.

WHAT THE TRIAL COURT DID WAS
SAY, WELL, LET'S INTERPRETED
THAT TO SAY WE MEAN BY LEGAL
REMEDIES WE MEAN REMEDIES THAT
COMPLY WITH THE STATUTES AND
APPLY THAT TO ALL FOUR INSTANCES
IN THE FINANCING AGREEMENT AND
WE'RE GOING TO SAY THAT IS,
THAT'S ACCEPTABLE AND, YOU KNOW,
WE'RE JUST GOING TO AGREE THAT
NOBODY IS ACTUALLY GOING TO USE
JUDICIAL FORECLOSURE.

THAT IS HOW WE'LL GET AROUND IT.

>> WHO WERE THE PARTIES TO THE
FINANCIAL AGREEMENT?

>> FINANCING AGREEMENT IS
EXECUTED BETWEEN THE ISSUING
AUTHORITY OF THE BOND HERE, IN
THIS CASE, CLEAN ENERGY COSTAR
CORRIDOR AND INDIVIDUAL PROPERTY

OWNERS WHOSE PROPERTIES ARE
BEING ASSESSED TO INSTALL
QUALIFYING IMPROVEMENTS
SPECIFIED IN SECTION 163.

>> WHO WAS BEFORE THE COURT?

>> IN THIS CASE, THE PARTIES
BEFORE THE COURT WERE ALL OF THE
PROPERTY OWNERS, TAXPAYERS AND
CITIZENS OF BROWARD AND
MIAMI-DADE COUNTIES.

NOW THERE IS AN ISSUE--

>> AND IF, IF THE AGREEMENT, THE
ISSUING PERSON AGREES THAT THIS
FINANCING AGREEMENT SHOULD AND
DOES HAVE THE LANGUAGE OF ANY
REMEDY THAT YOU CAN HAVE UNDER,
WHAT IS IT, SECTION 197?

>> 197.3632, YOUR HONOR?

>> RIGHT.

AND THE PARTIES, THE OTHER
PARTIES AGREE THAT'S THE CASE,
YOU STILL HAVE TO SEND IT BACK?

>> I THINK SO, YOUR HONOR,
BECAUSE AT THIS POINT, WHAT WE
HAVE IS KIND OF THIS GENERIC,

BROAD, SPECTRUM OF TAXPAYERS
PROPERTY OWNERS AND CITIZENS.
THESE ARE NOT INDIVIDUAL WHO
NECESSARILY WILL OR WILL NOT BE
INTERRING INTO THE FINANCING
AGREEMENT.

INSTEAD THEY SORT OF STAND IN
THE SHOES OF SOMEONE WHO MIGHT
10 OR 15 YEARS DOWN THE LINE,
BEING THIRD OR FOURTH CHAIN OF
TITLE TO SOMEONE CURRENTLY THE
PROPERTY OWNER ENTER INTO THESE
FINAL JUDGMENT APPROVES THE
FINANCING AGREEMENT AND IS
FOREVER PRECLUDED FROM EVER
CHALLENGING ANY PROVISION OF
THAT FINANCING AGREEMENT BY
5.09.

>> SO THE FINAL JUDGMENT DOESN'T
RUN WITH THE FINANCING
AGREEMENT?

>> THE FINAL JUDGMENT--

>> ANY OTHER DOCUMENTS?

I WOULD THINK AND YOU CAN, YOU
KNOW, TELL ME THIS, THAT THE

FINAL JUDGMENT BY THE TRIAL COURT IS ALSO A PART OF THESE OTHER DOCUMENTS THAT FLOW WITH THIS BOND VALIDATION.

>> I BELIEVE THAT'S CORRECT, YOUR HONOR, THAT THE FINAL JUDGMENT CERTAINLY WOULD.

THE FINAL JUDGMENT IN THIS CASE DOES SPECIFICALLY SAY THAT DISCLOSURE IS NOT ALLOWED FOR--

>> SO WHY ISN'T THAT PROTECTION FOR THE FUTURE PROPERTY OWNERS?

>> I THINK IT SERVES AS SOME DEGREE OF PROTECTION FOR THE FUTURE PROPERTY OWNERS.

WHAT IT DOESN'T PROTECT IS THE BONDHOLDERS IN THIS INSTANCE WHO WHEN THEY PURCHASE THESE BONDS DON'T NECESSARILY SEE THE FINAL JUDGMENT AND THE FINAL JUDGMENT DOES APPROVE WITHOUT ANY CHANGES THE FINANCING AGREEMENT WHICH SAYS WE CAN USE JUDICIAL FORECLOSURE.

SO IF I'M A BONDHOLDER, I EXPECT

A HIGHER DEGREE OF SECURITY
BECAUSE OF THIS DEVELOPMENT THAN
I WOULD FROM A BOND THAT--

>> WHO DO-- AND YOU REPRESENT
WHO?

>> IN THIS CASE I REPRESENT
VICKI THOMAS, CHRISTOPHER--

>> WHO'S A FUTURE BONDHOLDER?

>> TAXPAYERS AND CITIZENS.

>> SO IS THEY'RE PROTECTED, YOUR
CLIENTS ARE PROTECTED.

YOU'RE SAYING YOU'RE WORRIED
ABOUT SOMEBODY WHO MIGHT
PURCHASE THE BONDS?

>> I THINK MY CLIENTS ARE
WORRIED ABOUT THE OVERALL
SCHEME.

I THINK IN THIS CASE WHAT WE
HAVE IS A SITUATION WHERE
CHAPTER 75 IS DESIGNED WITH A
SPECIFIC PURPOSE.

IT BALANCES THE NEED OF LOCAL
GOVERNMENTS TO GET EXPEDITED
TREATMENT--

>> I UNDERSTAND YOU'RE SAYING

THAT, BUT I GUESS MY QUESTION IS
WE'VE GOT THE JUDICIAL-- THE
JUDGMENT THAT IT DOESN'T ALLOW
FOR JUDICIAL FORECLOSURE.

SO TO ME, IF IN THE FUTURE
SOMEBODY TRIED TO FORECLOSE,
NOPE, IT'S A BONDING FINAL
JUDGMENT, AND THEY CANNOT GO AND
IF YOU DON'T PAY YOUR ASSESSMENT
AND FORECLOSE.

SO NOW YOU'RE SAYING, OH, WELL,
IT COULD AFFECT THE LIQUIDITY OF
THE BONDS.

WELL, IT SEEMS TO ME THAT THAT'S
THEIR-- YOU KNOW, THAT'S
MR. GUEDES' CLIENT'S PROBLEM.

IF THEY THOUGHT BECAUSE THERE
WAS THIS LANGUAGE IN THERE THAT
THEY WANT TO GO BACK AND, YOU
KNOW, MAKE SURE THERE'S NOT THIS
ISSUE HANGING OUT THERE, THEN
THAT WOULD BE UP TO THEM.

I JUST DON'T SEE HOW PROSECUTE
INTEREST OF YOUR CLIENT-- FROM
THE INTEREST OF YOUR CLIENT

YOU'RE NOT FULLY PROTECTED.

>> I THINK THAT TO ANSWER THE QUESTION, YOUR HONOR, THAT MY CLIENT IS MOSTLY PROTECTED BY THE FINAL JUDGMENT HERE.

I THINK THAT THIS BECOMES SOMEWHAT MORE OF AN ACADEMIC QUESTION IN TERMS OF THE NATURE OF THESE BOND VALIDATION PROCEEDINGS UNDER CHAPTER 75 WHICH SIGNIFICANTLY CURTAIL THE RIGHTS OF THE TAXPAYERS, PROPERTY OWNERS AND CITIZENS AGAINST WHOM A JUDGMENT IS BEING RENDERED IN EXCHANGE FOR CERTAIN TRADE-OFFS.

AND ONE OF THOSE TRADE-OFFS WOULD APPEAR WHEN YOU HAVE A SHOW CAUSE HEARING.

>> FORECLOSURE'S NOT GOING TO BE A AN AVAILABLE REMEDY.

SO REALLY WHO SHOULD BE ON NOTICE ARE THE UNDERWRITERS OF THE BOND.

AND THEY'RE CERTAINLY GOING TO

KNOW WHEN THEY GET THIS FINAL
JUDGMENT THAT FORECLOSURE'S NOT
A REMEDY, AND THEY CAN ACT
ACCORDINGLY, RIGHT?

>> I THINK THAT YOUR HONOR IS
CORRECT, THAT A DULY DILIGENT
BOND PURCHASER WOULD CERTAINLY
INSPECT THE FINAL JUDGMENT AND
REALIZE THAT--

>> THE UNDERWRITERS WHO PUT THAT
OUT THERE, THEY'RE GOING TO MAKE
SURE THAT APPROPRIATE
DISCLOSURES ARE MADE TO THESE
PURCHASERS, OR THEY'RE GOING TO
BE ON THE HOOK.

>> ABSOLUTELY, YOUR HONOR.
OUR ARGUMENT IS NOT THAT MY
PARTICULAR CLIENTS ARE SOMEHOW
UP THE CREEK AFTER THIS RULING.
THE ARGUMENT IS THAT DAMAGE HAS
BEEN DONE TO BOND VALUE-- TO
THE BOND VALIDATION PROCESS BY
USING A WORKSHOP PROCEEDING
INSTEAD OF BY--

>> WELL, I'M NOT SO SURE THAT'S

THE REAL PROBLEM.

YEAH, I HAVE SOME CONCERNS AS TO WHETHER UNDER THE BONDS YOU START TALKING ABOUT FINANCE AGREEMENTS AND WHETHER THE FINAL JUDGMENT IS TRULY INCORPORATED INTO THEN THE FINANCING AGREEMENT OR WHETHER YOU START SELLING THESE BONDS AND THEN YOU'VE GOT A HOLDER IN DUE COURSE OF PAPER THAT SAYS YOU CAN FORECLOSE, THAT WHETHER YOU REALLY DO HAVE TO GO BACK AND LOOK TO WHETHER THE JUDGMENT'S THERE AND WHETHER PEOPLE ARE SUBJECT TO JUDICIAL FORECLOSURE BECAUSE THAT'S WHAT THE AGREEMENT'S SAYING.

I DON'T KNOW THE ANSWER, I'M JUST A-- THAT'S WHAT CONCERNS ME BECAUSE IN A LOT OF THIS STUFF IT'S VERY IMPORTANT AS TO HOLDERS WHO HAVE NO NOTICE OF CERTAIN THINGS AND WHETHER THAT'S-- I'M NOT SUGGESTING I

KNOW ALL THE ANSWERS.

>> CERTAINLY.

>> IT JUST SOUNDS LIKE THIS IS A
LITTLE CAN OF WORMS THAT OUGHT
NOT GO FORWARD.

I MEAN, YOU'VE GOT TO STOP THIS
SOMEWHERE.

SOMEBODY'S GOT TO KNOW WHAT'S
GOING ON.

>> I AGREE WITH YOU, JUSTICE
LIEU LEWIS, AND I THINK THE
DIRECT RESULT OR THE MOST CLEAN
RESULT IS TO SAY, GO BACK, DO IT
AGAIN.

GOVERNING BODY, IT'S YOUR
LEGISLATIVE FUNCTION TO DECIDE
HOW THESE ASSESSMENTS ARE GOING
TO BE IMPOSED AND THESE BONDS
ISSUED.

>> SO IF THAT'S THE CASE, IF WE
SAID, OKAY, THIS NEEDS TO GO
BACK TO THE GOVERNING BODY, THEY
TAKE THE LANGUAGE THAT THE TRIAL
JUDGE HAS IN THE FINAL ORDER
SAYING FORECLOSURE IS NOT

AVAILABLE OR JUST TAKE THE
FORECLOSURE LANGUAGE OUT, THEN
YOU WANT THE BOND VALIDATION
PROCESS TO START OVER?

>> IT COULD EITHER START OVER OR
FRANKLY, YOUR HONOR, I THINK DUE
PROCESS WOULD BE SERVED IF THERE
WAS A SECOND SHOW CAUSE HEARING
IN THE SAME PROCEEDING AFTER THE
GOVERNING BODY--

>> WELL, I MEAN, WELL, IT'S
STILL ANOTHER HEARING.

>> YES, YOUR HONOR.

>> THAT'S WHAT YOU ARE
SUGGESTING.

>> CORRECT.

AND, FRANKLY, YOUR HONOR, IN
THIS CASE-- >> AND WHAT
WOULD-- SO, OKAY, THAT'S THE
ONLY ISSUE THAT WAS-- LET'S SAY
IT WAS THE ONLY ISSUE THAT WAS
RAISED AND ADJUDICATED IN THE
ORIGINAL VALIDATION HEARING.
THAT PROBLEM IS TAKEN CARE OF.
AND A SUBSEQUENT SHOW CAUSE,

WHAT ARE THE ISSUES?

>> THE ISSUES WOULD BE RAISED OF THOSE BY THE PARTIES WHO NOW HAVE NEW NOTICE TO REINSPECT THE COMPLAINT AND REINSPECT THE BOND RESOLUTION BEFORE DETERMINING WHETHER OR NOT OF ALL THE PROPERTY OWNERS AND CITIZENS OF BROWARD AND MIAMI-DADE CAN COUNTIES, WHETHER THEY'RE GOING TO SHOW AT THE HEARING OR NOT.

>> WELL, IN GENERAL, THESE THINGS ARE IN NEED OF IMMEDIATE ATTENTION BECAUSE OF FINANCIAL MARKETS AND THAT KIND OF THING.

>> CORRECT.

>> SO ON THE DOWNSIDE, WE'RE TALKING ABOUT WHAT KIND OF TIME PERIODS FOR-- IF, LET'S JUST SAY IF-- IT WAS RETURNED TO ALLOW THE CIRCUIT COURT TO ENTER AN APPROPRIATE FINAL JUDGMENT THAT SATISFIES EVERYTHING, WHAT KIND OF TIME PERIODS? DOES THAT THROW IT-- IS THAT

IRRATIONAL TO EVEN SUGGEST THAT,
THAT, OH, THIS IS GOING TO TAKE
TOO LONG, THIS'LL TAKE ANOTHER
300 DAYS AND THAT KIND OF THING?

>> FRANKLY, YOUR HONOR, IF CLEAN
ENERGY COASTAL CORRIDOR HAD
REALIZED THE MISTAKE, GONE BACK,
HELD ANOTHER MEETING, READOPTED
THE CORRECT FINANCING AGREEMENT
AND BROUGHT IT TO THE CIRCUIT
COURT, IT WOULD BE DONE AND
FINAL BEFORE THIS HEARING TODAY.

THEY CHOSE NOT TO DO THAT.

IF THERE ARE NO FURTHER
QUESTIONS, I'LL RESERVE THE--

>> THE FINANCING AGREEMENT,
THESE ARE YET TO BE DONE.

LIKE YOU DESCRIBED TO JUSTICE
QUINCE'S QUESTION, THESE ARE
GOING TO BE DONE WITH PROPERTY
OWNERS WHO CHOOSE TO AVAIL
THEMSELVES OF THIS BOND
OFFERING.

>> YES, YOUR HONOR.

>> RIGHT?

SO WHY COULDN'T THE FORECLOSURE LANGUAGE BE TAKEN OUT OF THE FINANCING AGREEMENTS THAT ARE TO BE DONE IN THE FUTURE?

>> IT CERTAINLY COULD.

THE PROBLEM THAT YOU RUN INTO, YOUR HONOR, IN THAT CASE IS THAT YOU HAVE, ESSENTIALLY, A FINANCING AGREEMENT THAT HAS BEEN APPROVED BY THE CIRCUIT COURT AND SAID THAT, AS IS BECAUSE WE'RE INTERPRETING THIS LANGUAGE DIFFERENTLY, THE FINANCING AGREEMENT IS GOOD TO GO.

AND A LAWYER HAS A STRONG DISINCENTIVE TO MESS WITH THE DOCUMENT THAT'S BEEN APPROVED BY THE CIRCUIT COURT AND HAS BEEN VALIDATED.

>> SO I'M NOT SURE I QUITE UNDERSTAND WHAT YOU'RE SAYING, BECAUSE THE CIRCUIT COURT HASN'T SAID IT'S FINE AS IS, IT'S FINE TAKING OUT THE FORECLOSURE

LANGUAGE.

>> WHAT THE CIRCUIT COURT SAID,
JUSTICE QUINCE, IS THAT THE
FINANCING AGREEMENT IS FINE AS
WE INTERPRET THE LANGUAGE TO
MEAN ONLY IF AND WHEN--

>> TAKE IT OUT.

I STILL DON'T FOLLOW THAT THAT
WOULD NOT BE SUFFICIENT.

>> WE THINK THAT THE LANGUAGE
SHOULD BE TAKEN OUT AND THEN
APPROVED BY THE CIRCUIT COURT.

>> WHAT IF IT HAD, WHAT IF THE
COURT INSTEAD OF SAYING WHEN
INTERPRETED THAT WAY HAD SAID IT
SHOULD BE TAKEN OUT IN FUTURE
FINANCING AGREEMENTS TO BE
COMPLETED?

WOULD THAT BE OKAY?

>> I THINK WHAT WE'D HAVE TO DO
IS MAKE SURE THE GOVERNING BODY
ADOPTED THE NEW FINANCING
AGREEMENT.

I THINK THAT STILL DOES DAMAGE
TO THE CHAPTER 75 PROCEEDING AND

THE PROCESS THAT IS DUE
ACCORDING TO THE LEGISLATURE,
BUT WE'D HAVE A COMPLETELY
DIFFERENT QUESTION HERE.

>> SO WE'VE GOT TO RUN IT BACK
THROUGH THE COMPUTER SOFTWARE
AND JUST TAKE THOSE LANGUAGES
OUT AND THEN RESTART THE WHOLE
PROCESS FOR VALIDATION AGAIN?

>> RENOTICE A NEW--

>> REDO EVERYTHING JUST FOR
THAT?

>> CORRECT.

YOU MIGHT NOT HAVE TO PAY THE
FILING FEE AGAIN.

>> WHY DOES IT DO VIOLENCE?

I'M MISSING SOMETHING.

YOU SAY IT DOES VIOLENCE TO THE
ENTIRE PROCESS--

>> CORRECT.

>>-- IF THE POINT OF THE
PROCESS IS TO MAKE SURE THAT
WHAT YOU'RE DOING COMPLIES WITH
LAW AND THE CIRCUIT COURT SAYS,
YES, WITH THE ABSENCE OF THOSE

FOUR WORDS THIS COMPLIES WITH
LAW.

HOW DOES THAT-- HELP ME
UNDERSTAND.

AGAIN, THIS IS NOT A FRIENDLY OR
UNFRIENDLY QUESTION.

>> SURE.

>> WE DON'T DEAL WITH THESE
CASES EVERY DAY.

>> I UNDERSTAND.

>> THIS SORT OF SOUNDS TOO
MYSTICAL TO ME THAT YOU CAN'T
SOLVE SOMETHING IN A PRACTICAL
WAY.

>> AND I WOULD AGREE WITH YOU IN
ALMOST EVERY CIRCUMSTANCE,
JUSTICE LEWIS.

I THINK THAT THE DIFFERENCE IN
THIS PARTICULAR CASE IS THAT
BECAUSE WE CURTAIL SO MANY DUE
PROCESS RIGHTS OF THESE
TAXPAYERS, PROPERTY OWNERS AND
CITIZENS, WE TELL THEM THEY
DON'T GET PERSONAL SERVICE,
INSTEAD THEY HAVE TO LOOK IN THE

NEWSPAPER LEGALS TO MAKE SURE
THIS IS GOING TO HAPPEN, WE TELL
THEM THEY'RE NONTITLED TO
DISCOVERY, THIS IS AN EXPEDITED
PROCEEDING, INSTEAD OF A FULL-ON
EVIDENTIARY HEARING, IT'S A SHOW
CAUSE HEARING.

AND AS LONG AS THEY CAN SHOW
CAUSE WHY THE BONN SHOULDN'T BE
VALUE BAITED, THE BOND SHOULDN'T
BE VALIDATED.

>> BUT YOU'RE COMPLAINING ABOUT
SOMETHING THAT'S BILLION
RESOLVED AS TO THE TAXPAYERS.
THAT'S WHY I DON'T KNOW WHAT ALL
THE INNUENDO OR BACKGROUND IS OF
THIS, WHETHER THERE'S ATTORNEYS'
FEES ASSOCIATED, WHATEVER, BUT
IT JUST SEEMS TO ME THAT YOU ARE
RAISING AN ISSUE THAT DOES
APPEAR TO HAVE BEEN SOLVED FROM
THE POINT OF VIEW OF THE
TAXPAYERS.

AND IF THE BONDHOLDERS OR THE
PEOPLE THAT ARE GOING TO

PURCHASE THESE BONDS ARE LESS--
IT'S NOT AS ATTRACTIVE TO THEM,
THEY ALSO HAVE FULL NOTICE, AND
THEY COULD CHOOSE NOT TO BUY THE
BOND.

>> THAT'S CORRECT, YOUR HONOR.

>> SO I JUST DON'T SEE, YOU
KNOW, YOUR-- YOU KNOW, IT JUST
SEEMS STRANGE TO BE THE ONE
RAISING SOMETHING THAT'S ALREADY
BEEN SOLVED AS TO YOUR CLIENTS,
THE TAXPAYERS.

>> I UNDERSTAND YOUR CONCERNS,
YOUR HONOR.

I THINK THE PROBLEM HERE--

>> NO, IT'S NOT A CONCERN, I'M
JUST WONDERING.

I'M WONDERING WHAT'S BEHIND ALL
THIS.

>> RIGHT.

I THINK WHAT'S BEHIND ALL THIS
IS THAT YOU HAVE FOLKS IN THIS
GAME, LAWYERS AND OTHER PEOPLE,
WHO DO THIS ON A CONSISTENT
BASIS.

AND IF WE'RE CHANGING THE RULES,
WE JUST NEED TO HAVE CLARITY OF
WHAT THOSE RULES ARE.

>> MAYBE IT'S PEOPLE THAT JUST
DON'T WANT TO HAVE THIS WHOLE
SCHEME PUT TOGETHER, AND THEY
HAVE SOME-- I MEAN, THERE MAY
BE SOME OTHER REASONS, THEY JUST
DON'T LIKE BEING ASSESSED IN THE
FUTURE.

>> CORRECT.

AND IN THIS CASE--

>> ISN'T THAT REALLY WHAT'S
BEHIND THIS?

>> IN FACT--

>> I MEAN, YOU KNOW.

>>-- THESE PARTICULAR CLIENTS
EXPRESSED TO ME AT LEAST THEY
DON'T HAVE A PROBLEM WITH THE
PACE CONCEPT, AND THEY THINK
IT'S A GOOD IDEA FROM THE POLICY
PERSPECTIVE.

THEY ASK THAT IT BE DONE
CORRECTLY AND IN COMPLIANCE WITH
THE LAW.

I SEE I'M WELL INTO MY REBUTTAL
TIME IF THERE ARE NO FURTHER
QUESTIONS.

>> WE HELPED YOU A LOT WITH YOUR
TIME, SO I'LL GIVE YOU A COUPLE
MINUTES.

>> THANK YOU, MR. CHIEF JUSTICE.

>> DON'T MEAN YOU HAVE TO USE
'EM, BUT IF YOU WANT 'EM, YOU
GOT 'EM.

THERE ARE.

[BACKGROUND SOUNDS]

>> MAY IT PLEASE THE COURT,
EDWARD GUEDES ON BEHALF OF THE
CLEAN ENERGY COASTAL CORRIDOR.
WITHOUT CONCEDING ANY OF THE
PRESERVATION ARGUMENTS WE RAISED
IN OUR BRIEFS, I'D LIKE TO TUSH
TO THE MORE INTERESTING ISSUE AS
TO THE PROCESS HERE.

AND WHAT I FIND INTERESTING IS
THAT NEITHER THE REPLY BRIEF NOR
ANY OF THE PRESENTATIONS THAT
MY COLLEAGUE JUST GAVE YOU
ADDRESSED AT ALL THE PRIOR

FLORIDA SUPREME COURT DECISIONS
WHERE THIS EXACT ISSUE HAS BEEN
DEALT WITH, WHICH IS THE
QUESTION OF WHAT CAN THE TRIAL
COURT DO IF THERE'S A QUESTION
OF INTERPRETATION OF THE
DOCUMENTS, A SUPPLEMENTAL
DECREE, YOU KNOW, I HOW DOES
THAT AFFECT THE WHOLE PROCESS?
AND THERE ARE FOUR CASES FOR
THIS COURT THAT IT CAN READILY
RELY ON THAT WILL ASSUAGE ANY
CONCERNS ABOUT HOW THE SYSTEM
SHOULD FUNCTION.

AND I'LL RUN THROUGH THEM VERY
QUICKLY, THEY'RE CITED IN OUR
BRIEF.

THE FIRST ONE, STATE V. FLORIDA
STATE TURNPIKE AUTHORITY WHICH
IS A 1955 DECISION OF THIS
COURT.

WHAT HAPPENED WAS THERE, THERE
WAS A QUESTION OF AN EXTENSION
OF THE TURN PUKE.

IT-- TURNPIKE.

IT HAD BEEN NOTICED, PUBLISHED
AS TO CERTAIN TERMINUS, SERB
PLACES-- CERTAIN PLACES WHERE
THE EXTENSION WOULD END, AND
AFTER THE PROCESS HAD BEGUN,
EVERYTHING HAD BEEN NOTICED,
THERE WAS A CHANGE IN WHERE IT
WAS GOING TO GO.

AND THE COURT BASICALLY SAID,
WELL, THAT'S FINE, THAT'S NOT A
MATERIAL, SUBSTANTIVE CHANGE.
WE'LL JUST CHANGE THE ROUTE AND
APPROVE THE BONDS.

AND THIS COURT SAID THAT'S
PERFECTLY ACCEPTABLE.
THERE'S NOTHING WRONG WITH THAT.

>> WAS THERE ANY REQUIREMENT TO
CHANGE THE ACTUAL DOCUMENTS,
OR--

>> NO, THERE BUDGET.

IT WAS-- NO, THERE WASN'T.

IT WAS JUST APPROVED WITH NO--

>> APPROVED IN THE FINAL
JUDGMENT.

>> CORRECT.

THAT'S EXACTLY WHAT HAPPENED.
A CASE THAT IS-- WELL, TEST V.
STATE THE FOLLOWING YEAR, 1956,
WHAT ACTUALLY HAPPENED, THE
TRIAL COURT ACTUALLY-- AFTER
THE FINAL JUDGMENT HAD BEEN
ENTERED-- WENT BACK AND ENTERED
A SUPPLEMENTAL DECREE, IN THAT
CASE CLARIFYING THAT THE
PROCEEDS FROM THE BONDS COULD
NOT BE USED FOR ANYTHING OTHER
THAN OFF-STREET PARKING.

AND THAT WAS NOT ORIGINALLY
THERE.

AGAIN, THIS COURT HAD NO PROBLEM
WITH THAT.

IT AFFIRMED THE VALIDATION OF
THE BONDS.

>> WELL, WAS THERE ANYTHING IN
THE DOCK CRIMES THAT HAD BEEN
PRESENTED TO THE TRIAL JUDGE
THAT HAD SOMETHING OTHER THAN
OFF-STREET PARKING IN IT?

>> THERE WAS A POSSIBLE
INTERPRETATION OF THE DOCUMENTS

THAT MIGHT HAVE, THAT MIGHT HAVE
ADDRESSED THAT.

AND TO EVEN MORE DIRECTLY ANSWER
YOUR QUESTION, JUSTICE QUINCE, I
THINK EVEN MORE VALUABLE IS THE
GATES CITY GARAGE CASE BECAUSE
THAT ONE IS BASICALLY ON ALL
FOURS WITH WHAT HAPPENED HERE.

IN THAT CASE THE BOND DOCUMENTS
PURPORTED TO RESERVE TO THE
ISSUING AUTHORITY A CERTAIN
POWER.

IN THAT CASE, IT WAS THE ABILITY
TO TAKE THE PROPERTY THAT WAS
BEING PAID FOR THROUGH THE
PUBLIC FUNDS AND PROVIDE IT TO
PRIVATE OPERATORS.

RIGHT?

IN OTHER WORDS, A
PUBLICLY-FUNDED FACILITY WAS
THEN GOING TO BE PROVIDED TO
PRIVATE OPERATORS WHICH, OF
COURSE, RAISES A WHOLE SET OF
CONCERNS.

THE CHALLENGERS TO THE BOND

VALIDATION PROCESS SAID, NO, NO,
NO, NO, NO, YOU CAN'T VALIDATE
THESE BONDS BECAUSE WITH THEY'RE
RESERVING A POWER TO THEMSELVES
THEY DO NOT HAVE.

RIGHT?

AND THE COURT CONCLUDED, SAID
YOU CAN'T EXERCISE WHAT YOU
DON'T HAVE.

A LOCAL GOVERNMENT CANNOT DO
THAT.

THEREFORE, THE BOND VALIDATION
IS APPROPRIATE, YOU CAN ONLY DO
WHAT'S PERMITTED BY LAW.

WHEN IT CAME UP TO THIS COURT,
THIS COURT SAID THE VALIDATION
IS PROPER BECAUSE OF THAT SAME
RATIONALE, THAT SAME ANALYSIS.

IN OTHER WORDS, YOU CAN TRY TO
RESERVE WHATEVER POWERS YOU WANT
TO RESERVE IN THE DOCUMENT, BUT
IF THE LAW DOESN'T PERMIT IT, AN
ACTION FOR INJUNCTION WILL LIE
IF SOMEBODY TRIES TO DO IT.

THERE'S A REMEDY.

>> HERE'S WHAT THE CONCERN THAT COMES UP, IF THIS IS SOMETHING THAT'S ONLY IN THE DOCUMENT THAT IS BETWEEN THE BOND PURCHASER AND I BUY THESE BONDS AND I'M RELYING ON SOMETHING THAT'S CONTAINED IN THE FINANCING AGREEMENT AND IT SAYS, WELL, I'VE GOT JUDICIAL FORECLOSURE, THAT'S AN ADDITIONAL REMEDY.

>> RIGHT.

AND HERE'S WHERE OUR CASE IS EVEN WERE THE--

>> ALL RIGHT, GO.

GO.

>> IN THE GATES CITY GARAGE CASE, THERE WAS JUST THE UNGLOSSED ASSERTION THAT THEY COULD PROVIDE THE-- LET THE PROPERTY BE USED BY PRIVATE OPERATORS.

HERE WE DON'T HAVE THAT.

HERE, ADMITTEDLY ARE, WE HAVE LANGUAGE IN THE AGREEMENT THAT

SAYS THAT THE FORECLOSURE REMEDY
IS POTENTIALLY AVAILABLE
INCLUDING, BUT NOT LIMITED TO,
FORECLOSURE.

BUT WE ALSO HAVE AN EXPLICIT
RECITATION IN SECTION FOUR OF
THE AGREEMENT WHICH IS AVAILABLE
TO THE BONDHOLDER WHICH SAYS
THAT YOUR REMEDIES ARE LIMITED
TO THOSE AUTHORIZED BY THE
UNIFORM COLLECTION METHOD IN
CHAPTER 197.

>> BUT, NOW, SOME OF THESE IN
SECTION FOUR GO ON TO SAY,
INCLUDING JUDICIAL FORECLOSURE.

>> NO, I UNDERSTAND.

BUT-- AND THIS IS WHERE WHAT I
THINK WHAT THE TRIAL COURT DID
WAS ENTIRELY APPROPRIATE.

IT DID WHAT EVERY TRIAL COURT
DID IN THE STATE OF FLORIDA
WHENEVER IT'S INTERPRETING A
CONTRACT.

IT READS ALL THE PROVISIONS--

[INAUDIBLE]

IT TRIES TO RECONCILE THEM, AND
IT COMES UP WITH AN
INTERPRETATION.

AND IN THIS PARTICULAR INSTANCE,
LET'S ASSUME FOR THE MOMENT--
AND I DON'T THINK THIS IS THE
CASE BECAUSE I THINK CLEAN
ENERGY CONCEDED IN THE TRIAL
COURT BELOW THAT THEY WEREN'T
ENTITLED TO FORECLOSURE.

>> WELL, THAT'S WHAT IT SEEMS IN
ALL THESE CASES.

>> RIGHT.

>> EVERYBODY AGREES THAT SHOULD
NOT BE IN THE LANGUAGE.

>> IT WAS NOT-- AND IT WAS
DESCRIBED IN THERE AS THE
EQUIVALENT OF A PLACEHOLDER.

IN OTHER WORDS, IF THE
LEGISLATURE GETS AROUND TO
SAYING AT SOME POINT, YOU KNOW
WHAT?

YOU'LL BE ABLE TO FORECLOSE
THESE LIENS.

GREAT, THEN WE'LL BE ABLE TO

INVOKE THAT REMEDY.

BUT THE CONTROLLING PROVISION WHICH IS WHAT THE TRIAL COURT CONCLUDED, THE OVERALL ARCHING CLEAR CONCLUSION THAT WOULD INDICATE TO BONDHOLDERS IN THE MARKET TO DO YOUR DUE DILIGENCE, GO OUT THERE AND FIND OUT WHAT'S GOING ON, IS THE PROVISION THAT SAYS THE REMEDIES ARE THOSE RESTRICTED TO CHAPTER 197.

>> AND THE FINAL JUDGMENT THAT SAYS--

>> AND THE FINAL JUDGMENT THAT SAYS--

>> SINCE JUDICIAL FORECLOSURE IS NOT AN AVAILABLE REMEDY AT THE TIME OF THE APPROVAL.

>> EXACTLY.

IT REITERATES IT, DRIVES IT HOME.

THERE CAN BE NO QUESTION.

>> AND THE BOND MARKETS ARE HAPPY WITH THIS KIND OF LANGUAGE AND THIS KIND OF ARRANGEMENT?

>> I MEAN, I CAN'T SPEAK TO THE
BOND MARKETS--

>> WELL, I MEAN, I THINK THAT'S
ONE OF THE CONCERNS THOUGH--

>> SURE.

>> IS THAT A COURT, THAT'S THE
WHOLE REASON WE DO THIS--

>> RIGHT.

>>-- IS SO THAT THEY CAN GO
INTO A POSTURE THAT THERE ARE
MARKETABLE BONDS TO RAISE THE
FUNDS THAT ARE NEEDED FOR
WHATEVER THE PURPOSE IS.

>> RIGHT.

BUT I THINK WE CAN-- I WOULD
INVITE THE COURT, IT'S NOT IN
OUR BRIEFS, BUT YOU CAN ALMOST
TAKE JUDICIAL NOTICE OF THE FACT
THAT ANY ISSUER OF THE BONDS,
ANY PRUDENT PROVIDER OF THESE
REVENUES IS GOING TO ENGAGE IN
SOME--

>> SO, I MEAN, THERE'S NOT A
CONCERN FROM THOSE WHO ARE GOING
TO BE SELLING THEM THAT THIS IS

WHAT'S DONE.

>> RIGHT.

>> AND WHY IS THE OTHER SIDE SO UPSET ABOUT THIS THEN?

BECAUSE THAT'S WHAT IT WOULD SEEM TO ME TO BE THE ONES WHO WOULD BE CONCERNED WITH THIS.

>> I HAVE A THEORY.

>> OKAY.

>> YOUR HONOR, BUT I AM NOT COMFORTABLE ADVANCING THE ANSWER BECAUSE IT'S NOT EARTH FROM THE RECORD. -- EVIDENT FROM THE RECORD.

>> WELL, YOU KNOW, WE SEE A LOT OF CASES.

WE AS LAWYERS SEE CASES THAT THERE'S AN ULTERIOR PURPOSE TO THEM.

>> UH-HUH.

>> IT'S NOT REALLY ABOUT THE DISPUTE, IT'S ABOUT THE FEES.

I MEAN, THAT KIND OF THING.

WHAT-- IS THERE SOMETHING HERE WE'RE NOT SEEING THAT'S UNDER

THE SURFACE?

>> I'M TRYING TO BE AS ETHICAL
AS I CAN ON THIS.

I THINK IT'S CLEAR THAT THIS IS
A NEW AND VIABLE MARKET OUT
THERE TO OPERATE THESE PROGRAMS.
AND THERE'S MORE THAN ONE PLAYER
IN THE MARKET VYING FOR SHARE OF
THE MARKET AND FOR GETTING INTO
JURISDICTIONS AND OPERATING IN
THOSE JURISDICTIONS.

SO THERE MAY BE SOME
COMPETITIVE--

>> YOU'RE TALKING ABOUT LEGAL
THEORIES.

>> NO.

I'M TALKING ABOUT FINANCIAL.

>> OKAY--

>> HERE'S MY POINT, I'M VERY
CONCERNED--

>> I WANT TO UNDERSTAND, YOU'RE
REPRESENTING THE ENTITY THAT
WANTS THE BONDS SO THERE CAN BE
FINANCING, CORRECT?

>> CORRECT.

AND THEY OPERATE--

>> AND YOU'RE NOT, YOU-- YOUR CLIENT IS NOT CONCERNED WITH THE FORM OF THE FINAL JUDGMENT?

>> NOT AT ALL, YOUR HONOR.

>> SO THERE'S NOTHING THAT YOU SEE THAT'S ILLEGAL THIS WHAT THE SIR-- IN WHAT THE CIRCUIT COURT DID AND, IN FACT, WHAT YOU'RE SAYING, IT'S CONSISTENT WITH OUR PRECEDENT.

>> RIGHT.

AND WHAT'S MORE, WE ASKED FOR IT.

>> AND IF YOU AS A DILIGENT LAWYER HAD FELT WHAT HAPPENED, IT WOULD BE BETTER TO GO BACK AND REDO THE PROCESS, YOU WOULD HAVE RECOMMENDED THAT BE DONE.

>> YOUR HONOR, THIS-- AND WE POINT THIS OUT IN OUR BRIEF. IT'S ONE OF THOSE SITUATIONS WHERE IF THE TRIAL COURT HAD INTERPRETED THE DOCUMENTS, THE BOND DOCUMENT, AND SAID, NO, YOU

KNOW WHAT?

I THINK, I THINK THIS DOCUMENT
COULD-- THIS PROVISION CAN BE
READ BROADLY TO GIVE YOU THE
RIGHT TO FORECLOSURE RIGHT NOW,
THEREFORE, I'M GOING TO
INTERPRET IT AS GIVING YOU
GREATER RIGHTS THAN THE LAW
ALLOWS, I'D BE THE FIRST ONE TO
CONCEDE TO THE COURT THAT,
SORRY, WE'VE GOT TO GO BACK.
BUT WHAT WE HAVE HERE IS THE
VERY UNUSUAL SITUATION WHERE THE
PLAINTIFF, THE PETITIONER
SEEKING BOND VALIDATION
ACKNOWLEDGES IT DOESN'T HAVE THE
RIGHT TO FORECLOSURE, CONCEDES
THAT IT IS LIMITED TO CHAPTER
197.
THE CHALLENGERS IN THE TRIAL
COURT SAY, WELL, THAT'S WHAT WE
WANT, WE WANT A RESTRICTION TO
CHAPTER 197.
TRIAL COURT IMPLEMENTS THAT
LIMITATION.

AND YOU WOULD THINK EVERYBODY
WOULD WALK AWAY HAPPY.

BUT APPARENTLY NOT.

BECAUSE HERE WE ARE.

>> ONE QUESTION--

>> THIS IS NOT A SITUATION WHERE
THEY'RE GIVING MORE RIGHTS--

>> OKAY.

>>-- THAN COULD BE CLAIMED.

>> IS IT NOW IF IN THE FUTURE
THE CHAPTER IS CHANGED, AMENDED
TO INCLUDE JUDICIAL FORE CLOSE
YOUR-- FORECLOSURE, ARE YOU,
YOUR BONDHOLDERS AND BECAUSE OF
THE JUDGE'S JUDGMENT, IS IT
FIXED AT THE TIME THAT THE BONDS
ARE ISSUED SO IS THEY COULDN'T
GO BACK AND GET JUDICIAL
FORECLOSURE?

>> WELL, WHAT THE TRIAL COURT--

>> BECAUSE THAT'S A PRETTY
SERIOUS--

>> NO, BUT THE TRIAL--

>> THAT'S A PRETTY SERIOUS
REMEDY FOR A PROPERTY OWNER.

>> RIGHT.

WHAT THE TRIAL COURT DID TO ADDRESS THAT QUESTION WHICH IS, LIKE, WHAT HAPPENS IN THE FUTURE IF LAW CHANGES, AND WHAT THE TRIAL COURT DID WAS TO ADDRESS IT BY INDICATING THAT-- I'M GOING TO READ FROM THE PROVISION HERE-- "COLLECTION OF SUCH ASSESSMENTS MUST BE ACCOMPLISHED USING ONLY A MET OF COLLECTION AUTHORIZED UNDER CHAPTER 197 FLORIDA STATUTES OR OTHERWISE AUTHORIZED UNDER FLORIDA LAW."

>> THAT DOESN'T ANSWER--

BECAUSE AT THE TIME OF THE VALIDATION?

OR COULD YOU ACQUIRE, COULD THERE BE GREATER RIGHTS ACQUIRED BY BONDHOLDERS BECAUSE YOU GO BACK AND GET A LEGISLATIVE AMENDMENT THAT-- BECAUSE THEY'RE NOT A PARTY OF THE CONTRACT, SO THAT DOES ALLOW

JUDICIAL FORECLOSURE?

AND THAT'S NOT REALLY BEING
RAISED HERE, IT JUST OCCURRED TO
ME--

>> IT'S NOT.

IT BECOMES AN INTERESTING
QUESTION OF CONTRACT
INTERPRETATION BECAUSE AT THAT
POINT IN TIME-- AND NOW I'M
REALLY BEGINNING TO SPECULATE
HERE, BUT WE'RE ENGAGING IN AN
ACADEMIC EXERCISE HERE-- AT THE
TIME THAT THE LEGISLATURE WOULD
CHANGE THE LAW TO PROVIDE A
FORECLOSURE REMEDY.

YOU HAVE AN EXISTING CONTRACT IN
PLACE BETWEEN--

>> SOUNDS LIKE SOME MORE
LITIGATION.

[LAUGHTER]

>> BETWEEN THE PROPERTY OWNER,
THE BOND ISSUER, SO NOW YOU'VE
GOT A CONTRACT IN PLACE THAT
READS A CERTAIN WAY, AND IT'S
SUBJECT TO THIS--

>> BUT ALL THAT THE JUDGE IS DOING AND ALL THEY ASK FOR IS THAT IT BE FIXED TO THE REMEDIES THAT ARE ALLOWABLE BY STATUTE. REALLY THE ISSUE IS TO WHETHER THOSE REMEDIES COULD CHANGE IN THE FUTURE IF THE STATUTE CHANGE IS NOT BEFORE US.

>> NO, IT IS NOT.

>> AND YOU REALLY GET AN IMPAIRMENT OF CONTRACTS IF YOU START CHANGING THE REMEDIES AVAILABLE, RIGHT?

OTHERWISE THIS IS PROBABLY STILL ON WHAT REMEDIES-- PRICE STILL ON WHAT REMEDIES ARE AVAILABLE. FOR EXAMPLE, A LIMITATION OF REMEDIES WERE IN THE DOCUMENTS AND EXISTING IN THE LAW UNDER THE TIME THIS WAS ENTERED AND THEN THEY WERE SOMEHOW CHANGED, THAT WOULD HAVE CHANGED THE PRICING IN PERHAPS A DRAMATIC WAY.

>> RIGHT, BUT I THINK, JUSTICE

POLSTON, I THINK YOU'RE CORRECT.
IT RAISES SOME VERY INTERESTING
QUESTIONS AS TO WHAT MIGHT
HAPPEN NEAR YEARS DOWN THE ROAD.
IF AND WHEN THE LEGISLATURE EVER
DECIDES TO DO SOMETHING LIKE
THAT.

>> THE IS THERE IF IT GIVES
GREATER RIGHTS TO THE PARTIES TO
THE CONTRACT AND THAT'S THEN THE
QUESTION IS WHETHER THE
TAXPAYERS ARE, ARE THEY THIRD
PARTY?

SO WE WILL LEAVE THAT FOR
ANOTHER DAY.

>> I NOTICED, AND I--

[LAUGHTER]

BEFORE I SIT DOWN, ONE FINAL--
I NOTICED IN--

>> AT LEAST I WILL LEAVE IT FOR
ANOTHER DAY.

>> I NOTICED IN A COUPLE OF
INCIDENCES MY COLLEAGUE MADE
REFERENCE TO THE BROWARD
RESIDENCE.

THE COURT HAS NOT ASKED OR HAS NOT ADDRESSED THE QUESTION OF THE STATUS OF THE BROWARD RESIDENTS WHO WERE VOLUNTARILY DISMISSED FROM THIS ACTION LONG BEFORE ANYTHING GOT FILED BY ANYONE.

BUT I DON'T WANT IT TO BE SUBSUMED IN ANY WAY BY MY SILENCE THAT I'M CONCEDING THE TRIAL COURT'S RULING AS TO THE BROWARD RESIDENTS WAS INCORRECT.

IF THE COURT HAS SPECIFIC ISSUES ON THAT QUESTION, I'D BE HAPPY TO ANSWER THEM.

OTHERWISE, I'D ASK THAT THE COURT AFFIRM THE TRIAL COURT'S DECISION BELOW.

>> TWO MINUTES, COUNSEL.

>> THANK YOU.

I WILL TRY AND DO THIS AS BRIEFLY AS POSSIBLE.

FIRST, TO ANSWER OR ECHO WHAT JUSTICE POLSTON WAS SAYING ABOUT

THE FORECLOSURE IS THAT YOU END UP WITH THE EXACT SITUATION THAT THE FLORIDA BANKERS COMPLAINED OF WHICH IS CURRENTLY PENDING BEFORE THIS COURT.

IT WOULD TAKE ME WAY MORE THAN TWO MINUTES TO TALK ABOUT THAT.

AS TO THE BROWARD COUNTY RESIDENTS, AGAIN, THIS IS THE SAME THING.

WE'RE CHANGING THE COMPLAINT.

WE'RE DOING SOMETHING DIFFERENT WITHOUT NOTIFYING ANYBODY, AND, IN FACT, THESE APPELLANTS DIDN'T KNOW UNTIL THEY SHOWED UP AT THE HEARING THAT THEY HAD BEEN VOLUNTARILY DISMISSED.

>> HOW DOES THAT NOT AFFECT YOUR CLIENT?

>> WELL, IN THIS CASE WE HAVE A COMPLAINT THAT BUDGET AMENDED THAT CONTINUES TO SEEK AMENDMENT AGAINST--

>> I UNDERSTAND YOU'RE SAYING IT'S NOT REALLY APPLIANT TO

CHAPTER 75, BUT HOW DOES THE
FACT THAT BROWARD COUNTY
RESIDENTS ARE NO LONGER IN THE
SUIT AFFECT THE PEOPLE WHO ARE?

>> BECAUSE--

>> I MEAN, WHAT INTEREST DO THEY
HAVE IN WHETHER OR NOT THE
BROWARD COUNTY PEOPLE ARE HERE?

>> WELL, THE BROWARD COUNTY--
MR. TRY PANNY AND WILL--

[INAUDIBLE]

ARE BROWARD COUNTY RESIDENTS.

>> YOUR CLIENTS ARE BROWARD
COUNTY RESIDENTS?

>> YES.

TWO OF MY CLIENTS ARE, YES.

>> HOW DO THEY-- THEY JUST
DON'T HAVE STANDING ANYMORE, DO
THEY?

HOW DO THEY HAVE STANDING?

>> THE COMPLAINT CONTINUED TO
SEEK RELIEF AGAINST THE
TAXPAYERS--

>> THE JUDGMENT IS NOTHING TO DO
WITH BROWARD COUNTY THAT IS--

>> CORRECT, THE JUDGE LIMITED
IT.

>> I WOULD SAY THERE'S NO
FURTHER INTEREST THAT THERE
WOULD BE AN APPEALABLE ISSUE.
I MEAN, THERE'S JUST NO STANDING
TO DO SOMETHING WHERE IF YOU'RE
NOT-- THE JUDGMENT ISN'T
AGAINST YOU.

THAT WOULD BE A VERY BIZARRE
SITUATION, HAVE A JUDGMENT NOT
AGAINST YOU BUT I STILL DON'T
LIKE THE JUDGMENT AGAINST THE
OTHER PEOPLE.

>> YES, YOU WOULD AGREE WITH
YOU, YOUR HONOR.

IF I MAY VERY, VERY BRIEFLY
ADDRESS THOSE FOUR CASES, WE'VE
GOT STATE V. FLORIDA TURNPIKE
AUTHORITY.

THEY TALK ABOUT SOMETHING THAT'S
NOT ONE OF THOSE THREE PRONGS
THAT IS ALLOWED IN BOND
VALIDATION.

MAY I HAVE ABOUT 30 SECONDS?

>> SURE.

>> THANK YOU, JUSTICE LABARGA.

TEST, WE CORRECTED TYPOGRAPHICAL
ERRORS.

IT JUST DIDN'T VIOLATE DUE
PROCESS.

GATES CITY GARAGE WAS ABOUT
PUBLIC PURPOSE ELEMENT AND
WHETHER UNDER EMINENT DOMAIN YOU
COULD TAKE PROPERTY AND GIVE IT
TO A PRIVATE INTEREST, AND PALM
BEACH COUNTY, THERE WAS A
PERMISSIBLE PLAIN LANGUAGE
READING.

THAT'S JUST NOT WHAT WE HAVE
HERE, AND I ASK THAT THIS COURT
REVERSE.

>> THANK YOU.

THANK YOU TO ALL OF YOU.

>> THANK YOU.

>> COURT'S IN RECESS.