



CITRUS COUNTY
BOARD OF COUNTY COMMISSIONERS
MINUTES • MARCH 8, 2022

Special Meeting Attorney/Client Session Citrus County Courthouse

8:30 AM

Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

A. CALL TO ORDER

March 08, 2022 Citrus County Courthouse
The meeting was called to order at 8:30 AM

- 1. Invocation**
- 2. Pledge of Allegiance**
- 3. Roll Call**

Attendee Name	Title	Status	Arrived
Ronald E. Kitchen Jr.	Chair, District 2	Present	
Ruthie Davis Schlabach	1st Vice Chair, District 3	Present	
Holly L. Davis	2nd Vice Chair, District 5	Present	
Jeff Kinnard D.C.	Commissioner District 1	Present	
Scott Carnahan	Commissioner, District 4	Present	
Denise A. Dymond Lyn	County Attorney	Present	
Charles R. Oliver	County Administrator	Present	
Amy Novinger	Deputy Clerk	Present	

B. OPEN TO THE PUBLIC

There were no public comments.

C. ANNOUNCE PURPOSE OF MEETING. THOSE PERSONS TO BE IN ATTENDANCE AT THE ATTORNEY/CLIENT SESSION ARE AS FOLLOWS:

Commissioner Ronald E. Kitchen, Jr.
Commissioner Ruthie Davis Schlabach
Commissioner Holly L. Davis
Commissioner Jeff Kinnard D.C.
Commissioner Scott Carnahan
Charles R. Oliver, County Administrator
Dale A. Scott, Attorney, Roper, P.A.
Denise A. Dymond Lyn, County Attorney
Rebecca Foster from Prestige Court Reporting

County Attorney Denise A. Dymond Lyn announced the purpose of the meeting.

D. COMMENCE ATTORNEY/CLIENT SESSION IN CASE STYLED DALLISE JEWETT AND ROBERT JEWETT V. CITRUS COUNTY, FLORIDA (CASE NO: 2018-CA-222).**E. CLOSE ATTORNEY/CLIENT SESSION/REOPEN MEETING****F. ADJOURN**

The meeting was adjourned at 8:55 AM

Proof of Publication

From the
CITRUS COUNTY CHRONICLE
Crystal River, Citrus County, Florida
PUBLISHED DAILY

STATE OF FLORIDA
COUNTY OF CITRUS

Before the undersigned authority personally appeared

Tonya Knight and/or Jeanne Ethridge

Of the Citrus County Chronicle, a newspaper published daily at Crystal River, in Citrus County, Florida, that the attached copy of advertisement being a public notice in the matter of the Court

ROP Ad# : 50023550

Description: 3710-0201 TUCRN Notice of Special Meeting by Citrus BOCC on February 8, 2022

Advertisement: to run 1 time(s)

was published in said newspaper in the issue of

Dates(s) of publication: February 1, 2022

Affiant further says that the Citrus County Chronicle is a Newspaper published at Crystal River in said Citrus County, Florida, and that the said newspaper has heretofore been continuously published in Citrus County, Marion County and Levy County, Florida, each week and has been entered as second class mail matter at the post office in Inverness in said Citrus County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Jeanne Ethridge
The foregoing instrument was acknowledged before me

This 1ST day of February 2022

By: Tonya Knight and/or Jeanne Ethridge

Who appeared by (☒) means of physical presence or ()
via online notarization.

Notary Public

Maria A. Parks



MARIA A. PARKS
Commission # HH 099773
Expires April 20, 2025
Bonded thru Budget Notary Services

MEETINGS

3710-0201
PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that the Citrus County Board of County Commissioners will conduct a Special Meeting on Tuesday, February 8, 2022, at 9:00 AM in the Citrus County Courthouse, 110 North Apopka Avenue, Inverness Florida for the purpose of a Notice of public meeting for Citrus County Board of County Commissioners' consideration of rejection of recommendations of Special Master, Amy Sergent, and settlement of impasse issues in dispute between Citrus County, Florida, and Teamsters Local 79.

Any person requiring reasonable accommodation at this meeting because of a disability or physical impairment should contact the County Administrator's Office, 3600 W. Sovereign Path, Suite 267, Lecanto, FL 34461, (352) 527-5210, at least two days before the meeting. If you are hearing or speech impaired, dial 7-1-1, 1-800-955-8771 (TTY) or 1-800-955-8770 (v), via Florida Relay Service.

If you need a Spanish Translator, please make arrangements with the County by telephone within two days of the publication 352-527-5370

Si necesita un traductor de español por favor haga arreglos con el Condado dentro de dos días de la notificación de la publicación 352-527-5370

Any person who decides to appeal an decision of the Governing Body with respect to any matter considered at this meeting will need a record of the proceedings and for such purpose may need to provide that a verbatim record of the proceeding is made, which record includes testimony and evidence upon which the appeal is to be based. (Section 286.0101, Florida Statutes)

Published February 1, 2022

23.59
Ad# 50023550

Communication: Proof of Publication (Adjourn)

Prestige Court Reporting, Inc.

225 N. Osceola Ave.
Inverness, FL 34450
(352) 860-1266
Fed.ID #59-3220517

Invoice

DATE	INVOICE NO.
4/4/2022	172069

BILL TO :
Sally Parker Citrus County Attorney's Office 101 N Apopka Ave Inverness, FL 34450

CASE STYLE :
Shade Meeting 03/08/22

JOB NO.	TERMS	REP	ADJUSTER	CLAIM NO.
03082022RDF	Due on receipt	RDF		
SERVICE DATE	DESCRIPTION	QTY	RATE	AMOUNT
3/8/2022	Meeting Per Diem (8:30-8:57)	1	90.00	90.00
	Meeting Transcript per page (24-Pages)	24	6.50	156.00
YOUR PROMPT PAYMENT WILL BE APPRECIATED.				Total \$246.00

COUNTY COMMISSION MEETING

DATE: MARCH 8, 2022

TIME: 8:00 a.m.

PLACE: Citrus County Courthouse

110 N. Apopka Ave. #101

Inverness, FL 34450

COURT REPORTER: Rebecca Foster

Florida Court Reporter

1 APPEARANCES:

2 RONALD E. KITCHEN JR., CHAIRMAN, DISTRICT 2

3 RUTHIE DAVIS SCHLABACH, 1ST VICE CHAIRMAN,

4 DISTRICT 3

5 HOLLY L. DAVIS, 2ND VICE CHAIRMAN, DISTRICT 5

6 JEFF KINNARD D.C., COMMISSIONER, DISTRICT 1

7 SCOTT CARNAHAN, COMMISSIONER, DISTRICT 4

8 CHARLES R. OLIVER, COUNTY ADMINISTRATOR

9 DALE A. SCOTT, ESQUIRE

10 DENISE A. DYMOND LYN, COUNTY ATTORNEY

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14 I-N-D-E-X

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16 Proceedings..... 3

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1 P-R-O-C-E-E-D-I-N-G-S

2 MR. KITCHEN: So can we seal the room,
3 please?

4 Also for the record, you have that look on
5 your face.

6 ATTORNEY LYN: I apologize, sir. I'm not
7 seeing an agenda for today.

8 MR. KITCHEN: It's right here. It says,
9 "Commence attorney/client session in the case
10 style, Dallise Jewett and Robert Jewett versus
11 Citrus County, Florida, case number 2018-CA-222."

12 ATTORNEY LYN: Thank you, sir. And I
13 apologize, but it's not on the clerk's website.

14 MR. KITCHEN: So is this a legal meeting or
15 is it not?

16 ATTORNEY LYN: I'm not sure why it's not on
17 the clerk's website.

18 MR. KITCHEN: Well, would it matter? It said
19 that nobody from the public is allowed to be in
20 here anyway.

21 MR. CARNAHAN: Right.

22 ATTORNEY LYN: Yes. You're correct, sir.
23 It's usually we have to make sure that it was
24 properly published.

25 MS. DAVIS: It is. It's under --

1 ATTORNEY LYN: Thank you, Commissioner.
2 Thank you. All right. So we are going to commence
3 --

4 MR. KITCHEN: Also for the record, I don't
5 know that the court reporter -- when the roll was
6 called, was listed as being present. So we
7 probably should make sure that happens when they
8 come back, right?

9 ATTORNEY LYN: The court reporter usually
10 doesn't -- is not usually recognized.

11 MR. KITCHEN: I'm just saying that on the
12 list that those allowed to be in attendance, the
13 court reporter is listed, so we probably -- I'm
14 just saying if we do this the way we've done it in
15 the past -- I'm letting everybody know today,
16 today's going to be a by-the-book day. Everything
17 that is done and said in terms of what happens
18 today is going to be by the book. So I want to
19 make sure that we're starting off this morning by
20 the book. So... recognize everyone that needs to
21 be here. The room is sealed. Are we ready to
22 proceed?

23 ATTORNEY LYN: We are, yes, sir.

24 MR. KITCHEN: Okay. Please proceed.

25 ATTORNEY LYN: Dale, it's to you.

1 ATTORNEY SCOTT: Okay. We're here on the --
2 again, on the Dallise Jewett and Robert Jewett
3 versus Citrus County case. And this is that case
4 that involves a piece of property on the
5 Withlacoochee River across the river from
6 Dunnellon. I think we've had a few shade meetings
7 in the past and this one comes to you after we
8 reached a -- I'll just use the term "tentative
9 settlement" -- because really it's not a settlement
10 until y'all approve it, but we came to terms that
11 everyone appeared to agree with one exception,
12 which is what we're here to talk about today; the
13 terms of the agreement are generally that the
14 county we're in, it needs to have time for varying
15 terms, but basically absolve itself as to that
16 piece of property and any right to an easement or
17 right-of-passage over the property and the Jewetts
18 agreed to pay \$50,000 for it.

19 One of the terms that the board previously
20 indicated it wanted and we agree with that term, is
21 that we want some form of indemnification/hold
22 harmless agreement in the event that someone should
23 could come along or some entity should come along
24 later and decide to sue the county, with regards to
25 the county's act of giving up that easement and

1 giving up its right to that piece of property and
2 that would be included within the agreement.

3 We've gone back and forth with it, but just
4 to summarize, the Jewetts and their attorneys and
5 insurance company by way of the title insurance
6 company has said that that's a no-go. They're not
7 going to agree to that.

8 So their action with me today is whether the
9 board is comfortable proceeding without that
10 provision in the agreement or whether that is the
11 proverbial we want to decide on and say no deal
12 without that provision and the decision is up to
13 us.

14 Pros and cons, I would say the odds are
15 perhaps slim that someone would sue and if someone
16 would come up with a creative way to attack the
17 county with some kind of argument that the county
18 has violated the law by giving this up. For that
19 same reason, I would argue to the other side,
20 what's the big deal? Let's have it in there. It's
21 a remote chance anyways, so it's not an
22 unreasonable provision.

23 On the other hand, we received and will
24 receive \$50,000 through the settlement. I might
25 argue that itself is a form of assurity against us

1 being attacked or sued in the future. Or we could
2 also argue that's the cost of us giving up what is
3 a right that sits in the hands of the county and
4 its citizens.

5 So it's a question of risk analysis and the
6 question of how much risk the board is willing to
7 bear. This seems to be the final and the only
8 sticking point that remains. Again, as far as our
9 legal analysis, we can kind of split and see it
10 either way.

11 So I would ask for some direction as to which
12 way you would like us to go and happy to answer any
13 questions.

14 MR. KITCHEN: Yes, ma'am.

15 ATTORNEY LYN: The only other thing I would
16 add is that the board has an administrative
17 regulation, which prohibits the board from vacating
18 rights-of-way that lead to the water. And so by
19 doing this you're basically, you know, cutting off
20 the public's access to the water at that point.
21 That was the other thing I, you know, if y'all -- I
22 didn't know whether y'all were remembering that we
23 have that administrative regulation.

24 MR. KITCHEN: And what was the \$50,000
25 compensation for? I mean, it seems to me they're

1 kind of purchasing that right-of-way.

2 ATTORNEY LYN: It's a settlement agreement in
3 mediation, so it's kind of just something to
4 sweeten the pot for the county to give up that
5 access.

6 MR. KITCHEN: I certainly want to hear what
7 the commissioners have to say, but at this point in
8 time, the way I'm seeing this, based on a previous
9 discussion, is in my mind I see this as they're
10 coming forward with \$50,000. We're not giving them
11 anything. We're not giving anything up. They're
12 basically giving us \$50,000 for that piece of
13 property that leads to the water. So we're not
14 vacating it or giving it away; we're selling it.
15 And it probably could be argued that it's really
16 only of use to them and nobody else. I mean,
17 that's the only -- I don't see it as a violation of
18 that. If we don't own the property, then we're not
19 vacating something for free that belongs to the
20 citizens. That's just my thought.

21 Yes, sir.

22 MR. KINNARD: Mr. Chair, I would agree with
23 you on that point. My concern is that ultimately
24 if somebody did come back on the county and we're
25 not protected, so it would cost us a lot more than

1 \$50,000 to fight that.

2 MR. KITCHEN: And that was the thing here, I
3 thought Dale did a great job of telling us the pros
4 and the cons if there's a slim chance that we
5 should worry about it, but if it's a slim chance,
6 why worry about it, you know?

7 MR. KINNARD: Right.

8 MR. KITCHEN: So -- well, any thoughts? What
9 are your -- I mean, the whole issue is do we settle
10 it and say, you know -- the hold harmless is the
11 issue. That's it. So are we going to require them
12 to keep the hold harmless or not?

13 MR. KINNARD: I think so.

14 MR. KITCHEN: Keep it.

15 MS. SCHLABACH: Mr. Chairman?

16 MR. KITCHEN: Yes, Commissioner Schlabach?

17 MS. SCHLABACH: When -- you used the AR point
18 that the provision that the board cannot vacate
19 land, but like it's been said, they're buying the
20 land; we're not vacating. So can you explain what
21 you think about that?

22 ATTORNEY LYN: Right. Well, the whole reason
23 that this lawsuit started was because they came to
24 staff and asked to vacate the right. And staff
25 initially said no. We have an AR that prohibits us

1 from vacating rights-of-way that lead to the water.
2 We were contacted again. This time staff involved
3 me and said, you know, they're pushing us to do
4 this.

5 We had a conference call with a lawyer for
6 the title company, which that's the entities we're
7 dealing with here is the title company who didn't
8 -- well, allegedly, they did or didn't properly
9 protect their insured. And we had a conference
10 call with the lawyer for the title company, and,
11 again, reiterated that the county has a policy that
12 it doesn't vacate rights-of-way that lead to the
13 water because the public has access to the water
14 through that waterway. Whether it's improved yet or
15 not is not the point.

16 We have throughout the county many
17 rights-of-ways that lead to the water that some of
18 them may not be developed. I think old Homosassa
19 is key.

20 There's a lot of -- so the board has a
21 policy, so we said no to the title company again.
22 And then that's when the lawsuit happened because
23 they felt like they wanted to go to court and argue
24 about it.

25 MR. KITCHEN: Commissioner Kinnard?

1 MR. KINNARD: Yeah. I would suggest -- I
2 would propose to them that they can buy that
3 easement if that's what's happening or reduce that
4 number to a dollar, but in exchange we get a hold
5 harmless agreement. Tell them to keep their
6 \$50,000; pay a dollar for it if that gets us around
7 the AR and they give us a hold harmless agreement.
8 I mean, I want them to develop it, but we can't put
9 the county on the line for potentially getting sued
10 down the road for something that we did to try to
11 help them out.

12 MR. KITCHEN: Okay. Very good. Any
13 thoughts? I mean, is that a viable -- is that a
14 viable position?

15 ATTORNEY SCOTT: Are you --

16 MR. KITCHEN: From what I understand --

17 ATTORNEY SCOTT: We would definitely try to
18 stop that from happening. That could be -- I think
19 that would make them pause and consider that, but I
20 have no indication whether that would be an
21 acceptable -- but nothing that would stop us from
22 going that route.

23 MR. KITCHEN: Yeah. They've agreed to the
24 \$50,000 as of right now, correct?

25 ATTORNEY SCOTT: Yes, correct.

1 MR. KITCHEN: Okay. So as I see it, this
2 thing's in \$49,999; all they need to do is go to
3 the hold harmless if that's what Commissioner
4 Kinnard suggests you do.

5 Yes, Commissioner Carnahan?

6 MR. CARNAHAN: The title company is asking
7 for that, correct?

8 ATTORNEY LYN: The title company is defending
9 their insured. So --

10 MR. CARNAHAN: So whether you sell it to them
11 for a dollar or \$50,000, they're still going to
12 take the same position; would that be correct?

13 ATTORNEY LYN: They may -- I mean, we were at
14 mediation, so it would be -- they might take it.
15 They might agree to indemnify you if it's just a
16 dollar.

17 MR. CARNAHAN: Well --

18 (Speaking over each other.)

19 ATTORNEY SCOTT: -- they're playing the risk
20 game also; what are the chances of this
21 indemnification agreement popping up and biting
22 them, so I think this would probably shift their
23 analysis.

24 MR. CARNAHAN: Okay.

25 MS. SCHLABACH: Mr. Chairman?

1 MR. KITCHEN: Yes.

2 MS. SCHLABACH: My only concern is is what
3 are the taxpayers going to say about we went from
4 \$50,000 to a dollar? I mean, that dollar sale, a
5 dollar rent has been a big sticking point recently.

6 MR. KITCHEN: So your suggestion is?

7 MS. SCHLABACH: I'm asking the attorney what
8 would -- how that would be to go from 50,000 to a
9 dollar? \$50,000.

10 ATTORNEY LYN: I can't speak to what the
11 taxpayers are going to think. I can only say that
12 there are instances throughout the county where
13 this situation can arise in the future. And either
14 the board sticks with its rules or doesn't.

15 We have a motion for summary judgement
16 pending with the court. Dale very -- argued that
17 point very well; we're waiting for the judge to
18 make a decision. But she -- the judge is holding
19 off on this decision because we're in this
20 mediation process. So if we are unable to resolve
21 this, then it's going to go back to the court and
22 the court's going to have to make a decision on the
23 summary judgement.

24 So I would just say as far as the taxpayers
25 are concerned, the consideration is -- that y'all

1 need to have is whether or not the taxpayers, you
2 know, if this situation happens again, and whether
3 the taxpayers think you gave away their right to
4 the water.

5 MS. SCHLABACH: Okay. And so follow-up, I do
6 want them to develop the land, but why do we have
7 rules if we don't stick to them?

8 So I would probably lean towards sticking to
9 the rules and seeing -- I mean, I'm going to use
10 Dale's words, "that might be the hill that I would
11 die on."

12 MR. KITCHEN: Yes, Mr. Kinnard?

13 MR. KINNARD: Yeah. I think it's important
14 point to note that this isn't a situation where the
15 county owns the land. It's simply an easement
16 across somebody else's land. So what we're selling
17 for a buck is an easement, that if I recall, we
18 didn't even know we had the easement. It came up
19 when they were ready to develop this property.
20 It's not an access to a boat ramp or anything like
21 that. It is a drawn line across a parcel of
22 property.

23 And, you know, I don't see -- my guess would
24 be that the taxpayers would be thrilled to see a
25 piece of property be developed on the river there,

1 but that's just a guess. I have no idea.

2 MR. KITCHEN: Just a second. Madam Attorney,
3 do you have a comment to that?

4 ATTORNEY LYN: No, sir. I'm trying to think
5 --

6 ATTORNEY SCOTT: What I was saying is that
7 the taxpayers would benefit a heck of a lot more if
8 it was developed.

9 MR. KITCHEN: Okay. So let's kind of do a
10 circle here. So what we have now is they're going
11 to pay us \$50,000; they don't want a hold harmless
12 agreement. That is their hill they're willing to
13 die on. In other words, they say if we stick to
14 that, it's a no deal, we go forward with the case;
15 is that correct?

16 ATTORNEY SCOTT: Yes.

17 MR. KITCHEN: Okay. So we know where we are.
18 Then we said, well, the issue is is instead of
19 vacating that easement, what we would do is we
20 would potentially -- and what I heard the
21 recommendation to be is we would potentially, for a
22 minimal amount, whether it's a dollar or whatever,
23 we would transfer that to the developers, but we
24 would want a hold harmless agreement. And outside
25 of that -- I think I'm coming down on the same

1 position with I'd like to see it developed as well.
2 I don't care so much about the feeling, but in my
3 mind, it's the title company that has an issue.
4 It's the title company that is on the line for
5 this. And I don't want to put the Citrus County
6 citizens in a position of being the title company.

7 So I would agree that the hold harmless is a
8 deal-breaker, people, as far as I'm concerned. So
9 I would want to see that hold harmless in there,
10 and however the money works out around the AR, or
11 whatever, or we can always go back and, again, I
12 agree with sticking with the rules, but probably
13 need to go back and say, why was that rule
14 developed? It was to protect citizens' access to
15 the water, but that was probably based on the fact
16 that there would be a reasonable expectation of
17 getting to the water, you know. So there's was --
18 if there was no parking and people have to park on
19 private property to get to the water, those are the
20 kinds of things that can get -- so this is not the
21 time to deal with that, but probably that AR should
22 be go back and looked at so that we don't get into
23 this again.

24 But, so if that's the case, how do y'all feel
25 about the hold harmless agreement? Does it stay or

1 does it go? If we insist on it staying, then we
2 continue through this and it goes to court and we
3 hear what the judge has to say. If we say -- and I
4 don't understand it; if we tell them keep the
5 \$50,000 and we'll sell you that easement for the
6 \$50,000, but, you know, then you have to do the
7 hold harmless then, that's back on them.

8 So...yes, sir?

9 MR. KINNARD: I think we have to have the
10 hold harmless. I agree. That part I'm not as
11 concerned about, but I think to protect the
12 taxpayers, I think we have to have the hold
13 harmless. If they're able to develop that
14 property, I forget if it was you or Commissioner
15 Carnahan said it, we'll collect in property taxes
16 off of that commercial development in a short
17 period of time. The county taxpayers will be made
18 whole with that \$50,000 very quickly.

19 MR. KITCHEN: Yes, ma'am?

20 ATTORNEY LYN: I just wanted to respond to
21 one thing that you said. Dale's representing this
22 county on this and I know that he's familiar with
23 this caselaw. The reason the AR was written is
24 because the caselaw says that regardless whether a
25 government vacates a waterway that leads to the

1 water, the public maintains the easement to the
2 water regardless.

3 That's why the hold harmless is important and
4 that would be the basis of a lawsuit if a citizen
5 said -- regardless whether you vacated the
6 waterway, I still have an easement to the water.
7 And they sue us, say we gave away their easement to
8 the water because it is a platted right-of-way.
9 It's a street just like -- the street I always
10 think of is the street that ends at the McCray's
11 (phonetic) boat ramp into the water. If the county
12 had vacated that street at some point in the past,
13 then that boat ramp would never lead to the
14 Homosassa.

15 So that is why the AR exists, to support the
16 caselaw, which we already know exists. We don't
17 have any -- the county can't undo the caselaw. And
18 I'm sure if Dale disagrees with me, he'll say
19 something. But I just wanted you to know why the
20 AR exists and why -- I don't know why -- when it
21 was recognized. I think it was when the car drove
22 off the end of the road into the Homosassa. I
23 think that's when that AR was written. I can't
24 remember the exact circumstances. I wasn't with
25 the county then, but I think Michelle Lieberman

1 (phonetic) was the assistant county attorney at the
2 time.

3 MR. KITCHEN: Okay. So we're still back to
4 the hold harmless, right? So in your mind as far
5 as the -- it appears, or has it not, been resolved
6 about the AR because when we started this
7 conversation the only thing that seemed to be the
8 sticking point was the hold harmless. So that all
9 still circles around, right? So if we agree to
10 this, and a citizens says, you went against your AR
11 by doing this and I'm suing you, then that's what
12 we want the hold harmless for, right?

13 ATTORNEY LYN: Yes. You went against your AR
14 and the caselaw. Yes. That's the slim chance that
15 Dale talks about is that somebody's going to come
16 along and say -- I mean, you know, this plat has
17 existed since 1887. So since 1887, the people have
18 had the right to get to the water. So somebody may
19 say -- you know, that's the slim chance.

20 MR. KITCHEN: Thoughts, anybody? Where do
21 you want to go from there? I've heard from
22 Commissioner Kinnard; he wants the hold harmless.
23 I think it's necessary as well.

24 MR. CARNAHAN: I agree with Commissioner
25 Kinnard.

1 MS. SCHLABACH: I agree, the hold harmless is
2 necessary.

3 MR. KITCHEN: That's four to five.

4 MS. DAVIS: Agree.

5 MR. KITCHEN: That's five of five.

6 ATTORNEY LYN: So Dale, would you want
7 direction from the board to give you some
8 negotiating room between a dollar and 50 to get to
9 that hold harmless?

10 ATTORNEY SCOTT: I would do whatever
11 direction the board would give. I would say the
12 easier salas (phonetic) for me to be able to call
13 up the opposing attorney and say, I got good news
14 and I got better news. It's a dollar and all you
15 gotta do is give us a hold harmless.

16 I think at this point in the proceedings,
17 having been through summary judgement, a couple of
18 shade meetings and mediation, it would probably be
19 easier for me to just knock it down to a dollar and
20 say we got another hold harmless. That would be --
21 I still think that they may a bit hesitant to that,
22 but I think that would be the easiest way to sell,
23 we got to get the hold harmless.

24 MS. DAVIS: Completely agree with Dale and --
25 to push them -- (cross-talk) -- coming up with --

1 MR. KITCHEN: What do you think, Madam
2 Attorney?

3 ATTORNEY LYN: It's a policy decision.

4 MR. KITCHEN: Okay. Well, I would like a
5 dollar; I'd like to make it ten.

6 ATTORNEY SCOTT: So, yeah. That's a good
7 point. You always want to avoid the argument that
8 it's some palpable amount, so yeah, \$10.

9 MR. KITCHEN: Right. Yeah. Even on the deed
10 you have to have \$10 -- (cross-talk).

11 ATTORNEY LYN: And other good and valuable
12 consideration.

13 MR. KITCHEN: And I think to our point that's
14 been raised several times, the good and valuable
15 consideration is that the citizens will benefit
16 from development of this property. So that's the
17 other good and valuable consideration, I think so,
18 but anyways.

19 So is that the direction you wish to go down
20 then, folks? The good news is it's ten bucks and
21 all he has to do is come up with the hold harmless
22 and we're done. I see five of the nodding of the
23 heads, Dale. So that's what we're dealing with. I
24 mean, I know the court reporter, she puts down
25 nodding of the head, so I'm just saying --

1 ATTORNEY LYN: Yes.

2 MR. KITCHEN: So I'm just saying we're all in
3 agreement with that proposal.

4 So other than that slim chance that we could
5 get sued for that since 1887, or whatever, are we
6 covering all of our bases that we've been down the
7 road before this?

8 ATTORNEY SCOTT: I think so. I have received
9 the direction I need, thank you.

10 MR. KITCHEN: Okay. Anything else? Denise,
11 anything else?

12 ATTORNEY LYN: No, sir.

13 MR. KITCHEN: Okay. So I guess we will close
14 the closed session and reopen the room at this time
15 then, correct?

16 ATTORNEY LYN: Yes.

17 MR. KITCHEN: Okay. So we can let the folks
18 back in and reopen the meeting.

19 Hey, Dale, are you still there?

20 ATTORNEY SCOTT: Yes, sir.

21 MR. KITCHEN: Just kind of an informal
22 question here, procedural-wise; if you contact the
23 counsel and they say good, done deal, then it's all
24 done and the suit's dropped. Is that the way it
25 works? They're the one's that sued us, did they

1 not? So the ball's kind of in their court; is that
2 where we stand?

3 ATTORNEY SCOTT: It is. Let's say we're back
4 to them, they're okay with the new proposal; I
5 would have to have them sign that new proposal and
6 then we would get it before y'all in a public
7 meeting for final approval and execution. And then
8 after that, technically on the record, after that,
9 the case would be discussed.

10 MR. KITCHEN: I see. And of course, then if
11 they disagree with it, then it's still in their
12 ballpark, they're the ones that are pursuing this,
13 correct?

14 ATTORNEY SCOTT: Right. Let's say they
15 disagree with it; at that point we would advise the
16 court that there is not a settlement in that
17 mediation technical will end, at that point the
18 court would go forward with ruling on the ten day
19 and only be heard motion for summary judgment.

20 MR. KITCHEN: Great. Thank you very much.
21 Appreciate it. I just was interested in the
22 procedure of where we go from here depending on
23 what happens. Thanks so much. Okay. So we're
24 back open again.

25 (Whereupon, the meeting was concluded at 8:57

1 a.m.)

7 REPORTER'S CERTIFICATE

9 STATE OF FLORIDA

10 COUNTY OF CITRUS

12 I, REBECCA D. FOSTER, Court Reporter, certify
13 that I was authorized to and did stenographically
14 report the foregoing proceedings and that the
15 transcript is a true and complete record of my
16 stenographic notes.

18 WITNESS my hand and official seal this 3rd day
19 of April, 2022.

20
21
22



23 REBECCA D. FOSTER, Notary Public
24 State of Florida at Large

