



**BOARD OF COUNTY COMMISSIONERS
ATTORNEY/CLIENT SESSION
CITRUS COUNTY, FLORIDA**

**Citrus County Courthouse
110 N. Apopka Avenue, Room 100
Inverness, FL 34450**

MINUTES

September 4, 2024 - 9:00 AM

**Holly L. Davis, Chairman, District 5
Rebecca Bays, 1st Vice Chair, District 4
Diana Finegan, 2nd Vice Chair, District 2
Jeff Kinnard D.C., Commissioner District 1
Ruthie Davis Schlabach, Commissioner, District 3**

**Steve L. Howard, County Administrator
Denise A. Dymond Lyn, County Attorney
Angela Vick, Clerk of the Circuit Court and
Comptroller**

A. CALL TO ORDER

September 4, 2024 Citrus County Courthouse
The meeting was called to order at 9:01 AM.

A.1. Invocation

A.2. Pledge of Allegiance

A.3. Roll Call

Present: Holly L. Davis, Rebecca Bays, Jeff Kinnard D.C., Diana Finegan,
County Attorney Denise Lyn, Assistant County Administrator Mariselle
Rodriguez, Deputy Clerk Amy Novinger

Absent: Ruthie Davis Schlabach, County Administrator Steve Howard, Clerk of
the Circuit Court and Comptroller Angela Vick

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:**

Minutes

Board of County Commissioners Meeting - September 4, 2024

Commissioner Holly L. Davis
Commissioner Rebecca Bays
Commissioner Diana Finegan
Commissioner Jeff Kinnard D.C.
Commissioner Ruthie Davis Schlabach
Steve L. Howard, County Administrator
Susan K. Spurgeon, Attorney, Shutts & Bowen, LLP
Denise A. Dymond Lyn, County Attorney
Rebecca Foster, Prestige Court Reporting

County Attorney Denise A. Dymond Lyn announced the purpose of the meeting and acknowledged the presence of Susan K. Spurgeon, Attorney with Shutts & Bowen, and Rebecca Foster, Court Reporter with Prestige Court Reporting.

Clerk's Note: Ms. Lyn and Commissioner Jeff Kinnard, D.C. left the meeting at 10:47 AM.

D. Commence Attorney/Client Session in case styled Southwest Florida Water Management District v. Citrus County, Florida (Case No: 2023 CA 000135).

E. Close Attorney/Client Session/Reopen Meeting

F. ADJOURN

The meeting was adjourned at 11:22 AM.

[Proof of Publication](#)

ATTORNEY/CLIENT SESSION

DATE: SEPTEMBER 4, 2024

TIME: 9:00 a.m.

PLACE: Citrus County Courthouse
110 N. Apopka Ave. #101
Inverness, FL 34450

COURT REPORTER: Rebecca Foster

Florida Court Reporter

1 APPEARANCES:

2 COMMISSIONER HOLLY L. DAVIS

3 COMMISSIONER REBECCA BAYS

4 COMMISSIONER DIANA FINEGAN

5 COMMISSIONER JEFF KINNARD, D.C.

6 MARISOL RODRIGUEZ

7 ATTORNEY SUSAN K. SPURGEON

8 ATTORNEY DENISE A. DYMOND LYN.

9 ALSO PRESENT:

10 JONATHAN TORTORICI

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

2 ATTORNEY DIAMOND LYN: I'd also like to
3 reflect that Susan Spurgeon is in attendance and
4 Rebecca Foster from Prestige Court Reporting.

5 COMMISSIONER DAVIS: Thank you.

6 ATTORNEY DIAMOND LYN: We'll go ahead and
7 commence the attorney/client session in case style
8 Southwest Florida Water Management District v.
9 Citrus County. It is case number 2023-CA-000135.

10 Chair, it looks like the room is clear and
11 I'm going to let Susan Spurgeon take over. I
12 thought we were going to have someone on Teams.

13 ATTORNEY SPURGEON: Yes. By Teams, you
14 should have my associate, Jonathan Tortorici.

15 ATTORNEY TORTORICI: I should be here. I
16 don't know if you're all hearing me.

17 ATTORNEY SPURGEON: Yes. Jonathan, we can
18 hear you. Thank you.

19 COMMISSIONER DAVIS: We just can't see you so
20 we're a little confused.

21 ATTORNEY SPURGEON: Good morning. How are
22 y'all? And thank you, Commissioners, for the
23 chance to meet with you again. As you know,
24 Mr. Tortorici has been assisting with this, but
25 he's meeting via Zoom.

1 As you recall, we held a shade meeting on
2 June 10th of this year and that was followed by
3 mediation in late July. And at mediation, we
4 negotiated an agreement in principal.

5 Now, as you know, because you are a
6 governmental entity and South Florida Water
7 Management District, which I'll call the district
8 for shorthand today, you both, the county and the
9 district, are both government agencies and,
10 therefore, any agreement reached at mediation is
11 subject to the approval of the respective governing
12 boards.

13 And so we are here today to talk to you about
14 that and request direction as to whether you
15 approve it or something, or another direction.

16 The parties agreed to recommend to the boards
17 that we execute an agreement under which Citrus
18 County would assume management and control of the
19 Chassahowitzka River Campground. And that
20 agreement would be effective November 16, 2024.

21 The reason for that date is that the district
22 currently has an agreement in place with a vendor.
23 I believe that vendor is Moore & Moore, and their
24 present contract with Moore & Moore expires on that
25 date.

1 ATTORNEY DIAMOND LYN: Susan, I would just
2 say it's actually a different legal entity name.
3 It's not Moore & Moore, but it's Elaine Moore and
4 her -- I think it's her son-in-law, and they have a
5 corporate entity.

6 So it's not called Moore & Moore, but it is
7 those folks.

8 ATTORNEY SPURGEON: Okay. And thank you.
9 And one provision of the agreement in principal
10 reached at mediation is that the management
11 agreement that is to exist between Citrus County
12 and the district is to be substantially the same as
13 the prior management's agreements between Citrus
14 County and the district.

15 Now, I'll pause here in case you're confused.
16 There's no question that we understand that Citrus
17 County would then contract with a vendor, whether
18 it be the entity owned by Moore & Moore or another
19 entity, but that there would be an agreement
20 between the county and the district as it has been
21 in the past.

22 I see you're all nodding, so I don't -- if
23 you have questions, please interrupt me.

24 So, as I said, that agreement is to be
25 substantially the same in substance as was prior

1 agreements is to have a 20-year term, and upon
2 execution of the agreement between Citrus County
3 and the district, then the present litigation would
4 be dismissed without prejudice and each side would
5 bear its own attorneys' fees and costs.

6 And the last thing that is in the settlement
7 agreement is that the terms of the mediated
8 settlement agreement in principal is to remain
9 confidential.

10 Now, obviously, once -- if we are directed to
11 go ahead and approve that agreement, then it would
12 become public once approved and signed by both
13 sides. And I have been told -- I just returned
14 from vacation, but while I was gone, the district
15 board met and approved the agreement and district's
16 counsel is beginning their first draft of a
17 proposed agreement.

18 So, from a legal standpoint, there are pros
19 and cons to accepting the settlement. The big pro,
20 of course, is it ends the present litigation, which
21 of course the litigation is always costly. In my
22 mind, the big con is that there's no present
23 determination of title. It simply kicks that can
24 down the road and leaves unsettled who owns what.

25 At the end of this legislation, we will also

1 lose the privileged character of these discussions
2 and the transcripts of the shade meetings we've had
3 and this meeting will become public record.

4 And so, of course, we need to always respect
5 the fact that this is going to become public, and
6 perhaps sooner than the anticipated.

7 And as I said, there's an understanding that
8 the county, if approving this agreement, would then
9 be free to contract with a vendor. And I
10 understand from having done government work, that
11 would require a bidding process and that kind of
12 thing.

13 If the board is thinking you want to accept
14 this agreement, then I would recommend that there
15 be some clarifications to what the prior agreement
16 provided.

17 First of all, and I just have four
18 recommendations. The first is the preamble of the
19 prior agreement stated that the district owns the
20 campground. Well, and I don't know whether
21 Jonathan can share his screen, but Miss Maggie
22 Drive runs, more or less, east and west.

23 Then it takes a turn and it runs more or less
24 north and south and then you can turn right and go
25 up into the campground Miss Maggie Drive and go

1 through the campground until you get to the parking
2 lot and the boat launch.

3 Well, when you make that turn into the
4 campground, that is inserting terms a quarter
5 section line. And when you cross that quarter
6 section line, you're on land that was deeded by the
7 Lykes Bros. to the district.

8 Of course, Citrus County claims ownership of
9 the paved parking area and the boat ramp, which
10 were accepted from the road vacation, it was done
11 back in the '90s, and also I believe we probably
12 have title as a maintained right-of-way to Miss
13 Maggie Drive.

14 And so, at present, the agreement says that
15 the district owns the campground. And at one
16 point, there were arguments by the district saying
17 that the county had agreed that the district owned
18 the boat ramp and the paved parking area.

19 But you need to eliminate that agreement by
20 insisting that any agreement states that there is
21 no -- that the agreement does not provide for who
22 owns what. And that also, there's another -- what
23 I think of as a related provision in the present
24 agreement in an inset that paragraph 5A, like
25 apple, and it provides that the agreement will not

1 be deemed create or vest in the county any interest
2 in the property.

3 Well, that's fairly one-sided. It says you,
4 county, cannot profit title-wise from this
5 agreement. It says nothing about the district.

6 And what I believe we should do if we're
7 going to accept this agreement is have a provision
8 that the rights and the responsibilities of the
9 parties, being the county and the district, not
10 vest title, but also not divest title.

11 So whatever the status of title is today, and
12 that's undetermined because the litigation has not
13 been completed, that it doesn't be changed by any
14 provisions of rights and responsibilities in this
15 agreement.

16 And I would also recommend that there be a
17 provision that any ambiguity in the agreement be
18 construed against vesting or divesting title.

19 So, let me give you an example. I don't know
20 if this would come up, but if there was an ask --
21 pardon me -- outside of anything that the county is
22 claiming, that we admit that those are not claimed
23 by the county, not a problem.

24 I would recommend to you that we put such a
25 provision into the final agreement and that would

1 be unambiguously saying that we don't claim title.
2 But if someone says, well, you know, maybe, if we
3 put the interceding comment over here, then you
4 could. If there's any ambiguity, then I would want
5 a provision that says this agreement does not vest
6 nor divest title unless it's absolutely clear.

7 Also, the present agreement at paragraph 17A
8 provides for what we call prevailing party fees,
9 meaning that if either side had to sue to enforce
10 the agreement, whoever wins in court not only wins
11 what they won in court, but they also have to pay
12 the loser, also has to pay the winning party's
13 attorneys' fees.

14 We kept a prevailing party fee clause out of
15 the mediated settlement agreement because we
16 believe -- well, myself and I believe I also speak
17 for your county attorney -- don't believe that in
18 this situation it is beneficial, and therefore we
19 recommend that it not be included in the management
20 agreement between and the district and the county.

21 But that's optional. I don't feel as
22 strongly from the legal standpoint about that as I
23 do about the no divesting of the title.

24 Another recommendation that I think is
25 optional, but I think is a good idea is that there

1 be a provision that the county has a continued
2 right of access if for some reason the agreement
3 was terminated.

4 And I skipped ahead of myself for a moment,
5 so pardon me. There's a provision in the present
6 agreement that either side may terminate the
7 agreement. It requires 12-months' notice, but for
8 no cause whatsoever either side may terminate. And
9 that was your agreement since the 1990's, and so
10 far no one has.

11 But if, for instance, the district were to
12 opt to use what we call the without cause of
13 termination, then I would want an assurance in the
14 agreement that Citrus County has a continued right
15 to access and use the parking lot, the boat ramp by
16 way of Miss Maggie Drive, so that we don't face a
17 situation where we're -- if a dispute would arise,
18 we would have to run to court to try to get an
19 injunction in order to let the public have
20 continued access to those assets that we believed
21 were owned by Citrus County.

22 So those are my recommendations as to the
23 agreement. Do you have any questions before I
24 proceed?

25 COMMISSIONER FINEGAN: I feel like this is

1 when people don't like government because we're two
2 government entities, which I never wanted us to be
3 in a lawsuit, I don't think anyone did, but when we
4 talk about who's paying what fees, it's all
5 taxpayer money.

6 And I feel like we went this far and
7 taxpayers have paid on both ends of this to find
8 some resolve, and I don't think it's a good idea
9 for us to kick the can down the road, as you put
10 it, because basically what we're doing is they were
11 going to clean up this agreement, make it what it's
12 been for all these years, so then when we're all
13 gone and SWFMD is all gone and even as close as 10
14 years, maybe sooner, maybe later, they all come
15 back to this again, and they're fighting over it.

16 Okay. Well, taxpayers spent all this money
17 to get an answer. So we know basically it's really
18 who's regulating that spring by access of that
19 ramp. We've done nothing.

20 And so that 10 years later, this all happens
21 again and taxpayers spend money and then everyone
22 kind of goes back to their own corners and says,
23 alright, well, let's just keep the agreement. And
24 then 10 years later it happens again.

25 At some point, taxpayers need an answer to

1 this question because at some point someone is
2 going to want to regulate the spring or charge fees
3 at the boat ramp or whatever comes up. This is not
4 going to go away.

5 So we're all here today to get an answer to
6 the question. I feel like you've done your
7 research, and it seems like as an attorney, I feel
8 like you have the answer, I would assume, of who
9 owns it.

10 If you thought that we didn't, I'm sure you
11 would view it very encouraging of this agreement.
12 But from what I heard from last time, you have a
13 strong argument as to Citrus County owning the ramp
14 and the parking lot and part of the drive.

15 So my opinion at this point would be fine, if
16 we want to manage or not manage and keep that
17 management agreement in place and clean it up, but
18 we still need to -- if we own this ramp, to claim
19 ownership for the people of Citrus County.

20 ATTORNEY SPURGEON: Are there questions or
21 shall I respond to Commissioner Finegan?

22 COMMISSIONER DAVIS: Commissioner Kinnard,
23 you have your light on --

24 COMMISSIONER KINNARD: Yeah. While I respect
25 and understand my colleague's argument for

1 continuing the course, I'm going to disagree. We
2 would not be here in this situation had SWFMD not
3 filed suit against us.

4 And regarding the expenses involved in it, we
5 were simply defending our ownership of the boat
6 ramp so the public could continue to have access to
7 it.

8 Had they not filed suit, we would not be
9 involved in this. We would have been continuing
10 under this management agreement that they're
11 looking to put back in place.

12 I believe that it was a misstep by SWFMD,
13 which I have asserted all along. And I just don't
14 think that it's necessary to put additional public
15 resources, financial resources, into this to get
16 that question answered.

17 If we've got the ability to make this
18 litigation go away, and stop spending money on
19 attorneys, then I would support that.

20 COMMISSIONER DAVIS: Commissioner Bays.

21 COMMISSIONER KINNARD: With their
22 recommendations of course.

23 COMMISSIONER DAVIS: Yeah.

24 ATTORNEY SPURGEON: And whenever y'all are
25 ready, I have some thoughts, but, please.

1 COMMISSIONER BAYS: Well, I would join in the
2 concerns that we really haven't accomplished the
3 title of ownership, which is what we set out to do.

4 The county has operated this boat ramp for
5 many years and have this agreement in place with
6 the campground, and the county has spent a lot of
7 money on that boat ramp over the years.

8 And now, you know, the argument came out that
9 really it was about ownership and there's been no
10 determination. We just have a continued 20-year
11 agreement with a 12-month termination that we're
12 asking for continued right of access.

13 And I kind of feel like, you know, the puzzle
14 is not being solved, we're just kicking the can
15 down the road.

16 COMMISSIONER DAVIS: I see both sides. So
17 I'd like to hear what you're saying next.

18 ATTORNEY SPURGEON: Thank you,
19 Commissioner --

20 ATTORNEY DIAMOND LYN: Susan, I'm sorry to
21 interrupt. I don't know whether any of y'all have
22 questions about our ability to resume that
23 contract, so at some point if somebody has any
24 questions about that, we can look at that.

25 COMMISSIONER DAVIS: Resume that contract?

1 ATTORNEY DIAMOND LYN: Yes, if we have the
2 funding and the resources and the personnel and so
3 forth to take back over that contract. We haven't
4 had that contract since November of '22.

5 COMMISSIONER DAVIS: Okay.

6 ATTORNEY SPURGEON: What County Attorney Lyn
7 is eluding to is the first item on my notes, and
8 that is this decision is largely one of what I
9 refer to as governments and not law.

10 I'm a legal expert and I'm prepared to give
11 you some legal advice about the litigation, which I
12 will do, but whether or not from a governing
13 standpoint the county wants to continue litigation
14 or the county wants to enter into this agreement
15 and take over management of the campground again,
16 is a governing question that I'm not qualified to
17 opine on.

18 COMMISSIONER DAVIS: Commission Finegan.

19 COMMISSIONER FINEGAN: Marisol, do you know
20 how much if we were managing this campground in the
21 past, what the county benefit is, what did we earn
22 from that?

23 COUNTY ADMINISTRATOR RODRIGUEZ: The last I
24 checked because I was in community services at the
25 time that we had this contract, it was up to

1 \$103,000 a year that -- of revenue -- the vendor
2 would provide the economy with a monthly rent,
3 stipend at the end of the year. That would be the
4 revenue that we would get on that.

5 COMMISSIONER FINEGAN: Not earth-shaking, not
6 county changing money, but --

7 COUNTY ADMINISTRATOR RODRIGUEZ: Yeah. And
8 it would essentially go back into maintain the
9 campground, so we want -- benefitting from that.

10 COMMISSIONER FINEGAN: Yeah. And, you know,
11 I heard my colleague say we got more money being
12 spent on attorney fees, but how much is that going
13 to cost both entities five years from now, 10 years
14 from now, 20 years from now. I feeling like we're
15 going to spend it either way, whether we spend it
16 now or someone's fighting this battle and maybe
17 it's not us, it's somebody else's going to be
18 looking for the answer.

19 ATTORNEY SPURGEON: I agree with this caveat
20 and the mediator pointed this out that he said,
21 "What if you woke up tomorrow and you won the
22 lawsuit, then what," meaning, that we have a
23 finding that we own the boat ramp, the paved
24 parking lot, you would still have to then put money
25 into managing those assets.

1 So, in that respect, I don't think that you
2 really save the government's portion if we fight
3 and we win.

4 COMMISSIONER FINEGAN: Pardon me. Are we
5 paying for it now? Are we paying for all the
6 upkeep to get the boat ramp done?

7 ATTORNEY SPURGEON: I don't know since the
8 expiration of the last management agreement.
9 During the last management agreement, there was a
10 provision that Citrus County paid for most of the
11 maintenance -- and I see Miss Lyn nodding and
12 Mr. Tortorici is also on, so if I misspeak, one of
13 y'all please just correct me because I don't want
14 us to get off on the wrong way.

15 But I studied that agreement yesterday in
16 detail in preparation for today. And so Citrus
17 County was paying the maintenance costs under the
18 old agreement. And then there was also what's
19 referred to as a capital improvement budget. And a
20 little less than half of that capital improvement
21 budget was being born by the district and the
22 balance was being born by Citrus County.

23 And under the prior agreement then, of
24 course, the district would claim to be the owner of
25 all of the properties that were placed under the

1 capital improvements. There was one other thing I
2 meant to add and now it's left me.

3 But, for instance, y'all paid to completely
4 redo the boat ramp, y'all paid to repave Miss
5 Maggie Drive. I believe that y'all paid initially
6 to put Miss Maggie Drive in back when the Lykes
7 Bros. still owned the property. And I think that
8 there may have been some county money expended to
9 repave the parking lot.

10 If I'm missing anything, Miss Lyn or
11 Mr. Tortorici, is there anything I've overlooked?

12 COMMISSIONER DAVIS: I think I'm going to go
13 to Commissioner Bays next, but just as a point of
14 clarification, you said our revenues were what,
15 \$103,000?

16 COUNTY ADMINISTRATOR RODRIGUEZ: In 2022, the
17 last revenue we collected was \$103,000.

18 COMMISSIONER DAVIS: And so what was the net?
19 Are we upsidedown or right side up, basically?

20 COUNTY ADMINISTRATOR RODRIGUEZ: Upsidedown.

21 COMMISSIONER DAVIS: Upsidedown, okay.

22 ATTORNEY DIAMOND LYN: But that's -- I'm
23 sorry. The \$103,000 is just our revenue, but that
24 doesn't take into account what we spend to maintain
25 it.

1 COMMISSIONER DAVIS: That's what I'm saying,
2 what's the net.

3 Commissioner Bays.

4 COMMISSIONER BAYS: Well, I was going to go
5 to that point because, I mean, you have to add
6 staff time, the maintenance. And I know at one
7 point, I can't remember specifically, we spent half
8 a million dollars down there. So this has been an
9 ongoing issue.

10 Back to my original point, when we started
11 our very first shade meeting -- and I feel like
12 we're not any further along in the compromise
13 today. We don't know who owns it. And my point at
14 that time was, you know, does it matter?

15 I mean, if Citrus County is expending more
16 money than they're getting, and you have to
17 allocate staff time and you have to maintain all of
18 this, and you're going to take on managing a
19 contract with a campground.

20 If the district was going to do all of that
21 and you had an agreement with them that said they
22 are going to keep it open and they are going to
23 maintain it and it's going to be for the public
24 use, then you have none of those responsibilities,
25 but all of the gain.

1 I feel like they're winning this because you
2 are letting them say it's undetermined on the
3 ownership and Citrus County, you're going to take
4 back all of the responsibilities and you're going
5 to put all the money in to maintain this and if we
6 don't like it, we have a 12-month termination
7 agreement with you and we are back to square one.

8 So I think in my personal opinion, I think we
9 need to continue down the path of finding ownership
10 and determine who owns this for us to take the
11 financial responsibility back on and operate this
12 at a loss, because it is a loss, and not knowing
13 what our future is I think is a mistake on our
14 part.

15 ATTORNEY SPURGEON: Again, I am your attorney
16 and I don't have a personal opinion about which way
17 you should go. From a legal standpoint, yes,
18 you've spent considerable funds. But if we were to
19 litigate this all the way to the end, you have paid
20 a fraction of what you'll end up spending on
21 litigation.

22 And I have to tell you, you might lose. No
23 lawyer will ever guarantee you an outcome and
24 certainly I will not. I think you have a good
25 argument that you own the property that was within

1 that old county right-of-way because of the nature
2 of the vacation ordinance that was passed.

3 And I think that because a portion of the
4 right-of-way that was transferred to Citrus County
5 by the State of Florida, which is outside of the
6 campground, is to our knowledge used as a
7 right-of-way by Citrus County. I asked the county
8 surveyors to go out. I said, look, I want to know
9 whether the pavement of what is marked as County
10 Road 480 is in the area that was transferred by the
11 State.

12 And as best as they can tell, it was. And
13 what had happened was there was a sewer project.
14 And the county hired an outside consulting firm to
15 work on that sewer project. They wanted to run in
16 the right-of-way for County Road 480 with the
17 sewer. And so they located the right-of-way and
18 they located the pavement.

19 Now, that survey isn't -- is not certified to
20 the county. We tried to find the surveyor that did
21 the work. He is now retired.

22 And so we don't have an absolute answer as to
23 whether that survey can be relied upon. One of my
24 specialties is working in survey law and a lot of
25 the questions that I would have about, Okay, can we

1 take this to court are not answered and would
2 require that we expend funds to answer those
3 questions about whether or not that right-of-way is
4 truly within the right-of-way that was transferred
5 by the State.

6 Because I think y'all have been in
7 governments long enough to know that great ideas
8 are made with blue lines on paper, as I like to
9 call them, but you get some guys out there building
10 the road and they go, holy cow, this is wetlands.
11 We can't go here. We are going to move the road
12 over here a couple of feet and they do and no one
13 cares.

14 It goes on for decades and nobody knows what
15 they did out there in the field until long after
16 when you do a lot of work to recover the section
17 corners and determine exactly where the State
18 transferred and exactly where today's pavement is.

19 ATTORNEY DIAMOND LYN: Susan, are you saying
20 that because you are explaining that resurveying
21 everything would be an added cost or are you saying
22 that because you are questioning whether or not we
23 have a strong case?

24 ATTORNEY SPURGEON: I am saying it because it
25 would be an added cost. And if what the county

1 surveyors and the surveyors who did the work for
2 the sewer project are correct, then you have a
3 strong case. If they've made a mistake, then your
4 case weakens considerably.

5 You also have, from what I have been able to
6 determine, a strong case that you own Miss Maggie
7 Drive because there's a statute that says if you
8 build it and maintain it, it's yours. It wouldn't
9 be a bad idea if we are going to continue
10 litigation to go ahead and do a right-of-way
11 declaration, which I believe y'all are familiar
12 with, but I think you own Miss Maggie Drive as
13 well.

14 So, with that said, I'm here to answer any
15 other questions you may have.

16 COMMISSIONER DAVIS: Commissioner Kinnard.

17 COMMISSIONER KINNARD: Three points to
18 Commissioner Bays' comments. First, the district
19 will not agree to keep the ramp opened. That's not
20 going to happen. And so the reason for my support
21 and continuing down this process previously was
22 because I want it opened. I want to make sure the
23 public continues to have access to the Chass.

24 And district will not agree to that, which
25 tells me they have different plans, probably

1 similar to what they did down in Weeki Wachee.

2 The lease payment on the campground should
3 not be a loss at all. We need to figure out what
4 our expenses are. That's the lease payment. It
5 need to be, at worse, it needs to be a break even
6 scenario. That lease payment needs to cover our
7 expenses out there.

8 And my third point is accepting this
9 agreement with her recommendations puts us back
10 into a partnership with the district, another
11 governing entity, rather than having them as an
12 adversary and continuing forward with litigation.

13 COMMISSIONER DAVIS: Commissioner Bays.

14 COMMISSIONER BAYS: In my conversation, I was
15 told that they would absolutely keep this boat ramp
16 open. And if they wanted to not operate it, then
17 we would have first right of refusal for it to
18 return back to us where we could operate it then,
19 if that was the case.

20 So I guess why, if this -- why wasn't the --
21 why wasn't there an offer on the flip side of what
22 we have now for Southwest Water Management District
23 to operate the campground, maintain and operate the
24 boat ramp, citizens have continued access, first
25 right of refusal if they don't want to operate it,

1 that it reverts back to the county, we would take
2 it back and operate it at our expense.

3 But why isn't this agreement being made with
4 them to maintain this if they are -- as opposed to
5 the county. I will just leave it at that.

6 ATTORNEY SPURGEON: I will answer your
7 question, Commissioner Bays, and I respect it very
8 much. I have to preface my answer by telling you
9 that what I am going to tell you is within the
10 confidentiality of mitigation and we cannot make
11 that public so long as this litigation is pending.
12 We can't have conversations about it.

13 I consider you all to be my client and,
14 therefore, my client has the right to know. We
15 spent all day trying to convince the district to
16 let Citrus County have a say in an agreement in
17 which the district operating the campground under a
18 contract with the Florida Department of
19 Agriculture, FDACS, which is what they wanted to
20 do.

21 But Citrus County had some seat at the table
22 over certain management provisions in that contract
23 between the district and FDACS. Specifically, we
24 were trying to provide for protection for the
25 things which y'all instructed us were important;

1 that the boat ramp remain open without fee and that
2 the parking lot remain available and that access up
3 Miss Maggie Drive to get there remain.

4 COMMISSIONER KINNARD: They intend to close
5 it.

6 ATTORNEY SPURGEON: I don't know. I will not
7 try to read those tea leaves, but I will tell you
8 that, and Miss Lyn was there, that the response was
9 not just no, but heck no, we ain't doing it.

10 And we thought that we were going to come
11 back to you and say, We mediated. We couldn't
12 settle. We are going forward with litigation.
13 When at the end of the day, the mediator suggested,
14 he said, Well, Citrus County wants to control the
15 boat ramp and Citrus County wants to control, what
16 if you had control again of the entire campground?

17 I didn't have direction from y'all for that.
18 We didn't have direction. So we negotiated, as we
19 said, an agreement in principal knowing that we
20 would come back to y'all and get direction as to
21 whether or not that agreement is satisfactory.

22 If it is, then we will negotiate that
23 agreement to the best of our ability. And if it is
24 not, we'll go back to litigation.

25 ATTORNEY DIAMOND LYN: We tried.

1 ATTORNEY SPURGEON: All day.

2 ATTORNEY DIAMOND LYN: I think we were there
3 for nine hours.

4 COMMISSIONER DAVIS: Commissioner Bays and
5 then Commissioner Kinnard.

6 COMMISSIONER BAYS: The only way that I would
7 agree to this is the term has to be longer than
8 20 years. I am not going to put ourselves into a
9 position to agree to a 20-year term with this
10 12-month out that they have.

11 If that's what they want, then we have to
12 have some assurity that we have control over this
13 for the long haul. Because we're going to have a
14 significant investment in maintaining that boat
15 ramp and a 20-year term is just completely
16 unacceptable.

17 COMMISSIONER DAVIS: Commissioner Kinnard.

18 COMMISSIONER KINNARD: Yeah, a couple things.
19 I like where that's going. What about rather
20 than -- you know, they could give us a 99-year
21 lease as long as it has the one-year out on it for
22 no reason whatsoever. We are not really protected.

23 What about if we did away with the one-year
24 out. Completely take that out. The lease is the
25 lease. 20-year lease. I have one other comment

1 after she is done shooting this down.

2 ATTORNEY DIAMOND LYN: I would never
3 recommend you have a contract that has no out for
4 convenience or out for appropriations or, you know,
5 something like that. You just never know. And I
6 will just remind everybody of the Ozzelo (phonetic)
7 contract. I think Ken Cheeks (Phonetic) says we
8 have a few more years left. It's just -- you just
9 don't know what the future holds.

10 COMMISSIONER KINNARD: Well, maybe a longer
11 term than 12 months. Maybe it's a three-year out
12 or a five-year out. Because if we're going to be
13 putting public resources into this operation of the
14 boat ramp and the campground and so forth, you
15 know, for lack of a better example, we don't want
16 to build this up to be something nice, a
17 destination campground and boat ramp for people to
18 come and see and then -- well, that looks good. We
19 want to exercise our one-year out and take control
20 of the campground back again.

21 COMMISSIONER BAYS: So what if we had a term,
22 a clause in there that says, if they -- I would
23 like a longer term than 20 years, but what I would
24 like in there is in the first 20 years, if they
25 exercise they're right to terminate it, they refund

1 50 percent of all of the expenses.

2 ATTORNEY SPURGEON: I don't have a problem
3 with taking any of the ideas being discussed to the
4 other side. From a legal standpoint, their
5 governing board has approved the agreement and
6 principal. And so what they may do is come back to
7 me and say, we're going to litigate some more.

8 And, yes, you would get another opportunity
9 at mediation. I am sure that the judge would do
10 that, but he will not do that probably for -- until
11 the litigation matures a little because really the
12 litigation is not at all mature.

13 We've not taken any depositions. We have
14 done very limited discovery. You know, we are not
15 set for trial until some time next year.

16 One other thought if I may, Commissioners,
17 and this is a thought I meant to raise earlier and
18 I forgot. I apologize. That is that all of us may
19 find our control in this situation taken away by
20 Florida Fish and Wildlife and Florida Department of
21 Environmental Protection.

22 If they come in and regulate, yes, what we
23 want is a seat at the table and that was why we
24 decided to litigate because we want a seat at the
25 table. But that seat at the table does not

1 guarantee us that we will get what we want and the
2 FWC won't come in and, or FDEP won't come in and
3 securely regulate the use of the Chassahowitzka
4 River and the boat ramp in the name of protecting
5 the environment.

6 COMMISSIONER DAVIS: Commissioner Finegan and
7 then Commissioner Kinnard.

8 COMMISSIONER FINEGAN: I feel like the
9 agreement that you are bringing to us, of course,
10 they are going to want that. We are in the loser
11 seat. The commissioner says they're going to shut
12 it down. The commissioner says they are not going
13 to shut it down. I don't know.

14 I am interested, and maybe you can answer why
15 you think they are going to shut it down, but for
16 us to agree to this, it's perfect for them. We
17 both pretend that we own it so SWFMD thinks that
18 they own it.

19 They are going to make money if they are
20 still contracting with someone to manage the
21 campground and we're going to pay for all of the
22 expenses for the parking lot and the boat ramp and
23 we get nothing.

24 And then at the end of the day, not a seat at
25 the table and another State regulation comes in.

1 So everybody wins but us. All we do is keep
2 writing the checks and really don't have much of a
3 say.

4 We may think we do with this agreement, but
5 12 months later, we're back to the same place that
6 we are now -- four months, we can extend it to five
7 years.

8 So I feel like whatever that date is, we're
9 all or someone is sitting at the same table
10 discussing the same thing, and that's why I said we
11 need an answer once and for all. How do we stop
12 this vicious circle?

13 But the deal that they want us to sign? I am
14 sure they did all happily agree to that. It just
15 puts us at a complete loss. We pay for everything
16 and they get everything. That just doesn't make
17 sense to me at all.

18 COMMISSIONER FINEGAN: But why do you think
19 that they would shut it down?

20 COMMISSIONER KINNARD: Because they did
21 exactly the same scenario done on Weeki Wachee.
22 Public access to the Weeki Wachee River is severely
23 limited. I don't recall exactly the steps that
24 were taken, if the State bought the property or
25 assumed ownership of the property and then turned

1 it over to DEP or SWFMD to manage, but the folks in
2 Hernando County got to experience what happens when
3 you allow this to happen.

4 If we don't continue to own that boat ramp,
5 it will get shut down. There's no doubt in my mind
6 that that's going to happen.

7 ATTORNEY SPURGEON: Commissioner, it was rule
8 making by the FWC, I looked that up yesterday, they
9 because the Weeki Wachee like the Chassahowitzka is
10 an outstanding Florida water, FWC -- in rule making
11 in order to limit the use and access of the Weeki
12 Wachee.

13 COMMISSIONER KINNARD: Which is the exact
14 same scenario here. That is exactly what they are
15 going to do.

16 COMMISSIONER FINEGAN: But to your point, you
17 said that so we don't own it, they are going to do
18 this. But you are saying we don't need to own it.
19 You want to carry this agreement forward, which if
20 we carry the agreement forward, we're just buying
21 time.

22 COMMISSIONER KINNARD: We are buying time.
23 Let me say this. First of all, you made a comment
24 that if we continue this agreement as it is now,
25 that SWFMD makes money and we just get the expenses

1 and that's not accurate.

2 When we operate the campground, the lease
3 payment from the operator comes to the county.
4 That does not go to SWFMD. That's why I was saying
5 that lease payment needs to be calculated so that
6 it covers all of the expenses of operating the
7 campground.

8 We shouldn't be losing money on that deal.
9 We don't have to be making money, but we shouldn't
10 be losing money on that rent.

11 Let me make, again, another last point. If
12 we walk through litigating this, okay? If we just
13 look at the public interest, the optics publicly of
14 what this looks like, if we spend the money to go
15 through litigation, should we lose in litigation,
16 what's going to surface is that the county
17 commission had an opportunity, had an agreement in
18 front of them that kept that boat ramp open,
19 continued to allow public access, and we opted to
20 stay in a lawsuit, ultimately lost and cost the
21 county money and cost us access to the Chass.

22 COMMISSIONER FINEGAN: But to Commissioner
23 Bays' point, if we do do something with the lease,
24 but there's a needed expense of repair now and we
25 put all this money into it, we are waiting to

1 recoup that.

2 If they, like you say, say, sorry, we are
3 giving you notice, and we can't recoup that money,
4 they need to reimburse us for those costs. I
5 completely agree with that.

6 COMMISSIONER KINNARD: I don't have an issue
7 with that part of it, but this agreement that's in
8 front of us now is the same agreement we have had
9 for years and never had any issues with it. The
10 reason that all of this came up is a little bit of
11 a twisted mess.

12 But we were doing just fine with putting
13 money into those facilities for years long before
14 this and with no guarantees of recouping any of it.

15 So I don't know how much we want to push the
16 issue. And you know, does it need to be cleaned
17 up? Yes, and I think it can be cleaned up, what
18 she is recommending to us.

19 But I just don't know how much you want to
20 push the issue until the district says, all right,
21 we're going to court. That may play out okay. It
22 plays out okay if we prevail. It plays out
23 horribly if we don't prevail.

24 The up side is not very grand in going to
25 court. I think this protects the public.

1 Obviously, I know that it keeps the ramp opened and
2 it allows the public continued access of that
3 river.

4 COMMISSIONER DAVIS: Can we go back to have a
5 mediated or any sort of mediation in terms of
6 asking for just little tweaks?

7 ATTORNEY SPURGEON: The mediation has not
8 been adjourned. It has been continued. So we can
9 go back to the district and say that the board
10 approved moving forward with -- and I'm making this
11 up. I'm not trying to put words in your mouth --
12 but the board approved moving forward with
13 negotiating an agreement between the county and the
14 district, but there are certain provisions that we
15 need to have changed from the present agreement.

16 And we need to go back to mediation and we
17 would exchange drafts. The way I see it working
18 out practically is we would exchange drafts between
19 counsel and then ask to reconvene the mediation.

20 Now, if we reconvene the mediation, if the
21 district says, absolutely not, we will not accept
22 or even discuss one or more of the provisions that
23 have been asked for, then the mediator at that
24 point would impasse.

25 Or we may be able to go to mediation and talk

1 about the ones they are willing to talk about and
2 then come back to you.

3 Another thing that I should point out in this
4 stage of the discussion -- and, Commissioners,
5 this -- I am somewhat surprised, but, as I said, I
6 don't have a personal opinion. I'm good with
7 whatever direction you give us.

8 One of the other things that happened is that
9 we agreed with the district, we would ask the court
10 to stay the litigation, give us some time to work
11 this out. And the judge summarily denied that
12 joint motion in short order. And so we are in
13 litigation even while we're trying to work this
14 out.

15 ATTORNEY DIAMOND LYN: But nothing is
16 scheduled until next year.

17 ATTORNEY SPURGEON: Nothing is scheduled
18 until next year, but if we are going to try to work
19 this out, then I have got some recommendations as
20 to what we need to do while we try to work this
21 out.

22 ATTORNEY DIAMOND LYN: Madam Chair.

23 COMMISSIONER DAVIS: Yeah. I was going to
24 try to say the consensus, but go ahead.

25 ATTORNEY DIAMOND LYN: I'm sorry. I

1 apologize. Susan, one thing that you said that I
2 don't understand, just like we are meeting in a
3 shady meeting, what I understood SWFMD was doing
4 was they were meeting in an executive session,
5 which to me is the same thing as we are doing.

6 So when you say that the board approved the
7 agreement, no action can be taken by either my
8 board or their board in an executive session or
9 Shade ^ 51:09:2.

10 So I don't know. It still has to be brought
11 to a public meeting and voted on?

12 ATTORNEY SPURGEON: That is correct.

13 ATTORNEY DIAMOND-LYN: So just in
14 principal negotiating?

15 ATTORNEY SPURGEON: Agree to the agreement
16 and principal, they are then -- they are now
17 drafting a proposed agreement between the district
18 and the county. And they would present that to us.
19 And regardless, we would come back to them at the
20 minimum with the clarifications that I recommended,
21 which I feel like there is a consensus of the board
22 for those clarifications.

23 ATTORNEY DIAMOND LYN: But in any case, it's
24 still all within the confidentiality of mediation.
25 So whatever they're drafting is still not a public

1 record.

2 ATTORNEY SPURGEON: In my understanding,
3 that's true, because mediation retains its
4 confidentiality so long as the case is not -- is
5 pending, which it is.

6 COMMISSIONER DAVIS: The changes that you
7 recommended, those were not brought up during the
8 mediation?

9 ATTORNEY SPURGEON: They were not for a
10 number of reasons, one of which is that we worked
11 as long as we could, and everybody was out of
12 patience, to get as much into the agreement and
13 principal as we could.

14 And there was a tacit understanding that we
15 were ^ 52:36:9 at the details and so we both -- I
16 think both sides I think studied that agreement
17 more carefully and we'll probably have some --
18 there will be some shoulders thrown if we go
19 forward.

20 COMMISSIONER DAVIS: I believe we do have
21 consensus with the four of us that your changes are
22 recommended, yes? We are all in favor --

23 COMMISSIONER DAVIS: Well, there's other --
24 about to say other things. Just that portion, yes?

25 Okay. Secondly, I think you've heard from

1 all four of us that we are very concerned about the
2 finances aspect of it. So maybe it's that two
3 ideas that have been floated, maybe it's either or
4 or both, that there is a longer -- must execute the
5 contract for five years or whatever. There's no
6 12-month out until after five years and/or some
7 percentage of the unrecovered expenses, because we
8 also don't know what we are getting into because we
9 haven't maintained it for several years.

10 We don't know what -- you know, what kind of
11 money we are going to have to put into it. So
12 Commissioner Bays is next.

13 COMMISSIONER BAYS: This is my frustration.
14 Somebody can interrupt me and tell me how we got
15 here, but I was very specific about I felt like we
16 were going down the wrong path of going into this
17 litigation to begin with. And I was assured that
18 we had to do this because we had to find out who
19 the ownership is of the boat ramp.

20 And we're still not accomplishing that. That
21 was the intent of why we started this process. The
22 board agreed to that. Now, the board is saying,
23 well, maybe we don't really want to push the
24 envelope.

25 And so I am concerned. I mean, how have we

1 changed position of why we started down this road
2 to begin with?

3 COMMISSIONER FINEGAN: May I first? That's
4 what I was going to say, we are giving her
5 consensus, but I didn't hear board consensus that
6 we wanted to move ahead with an agreement. We
7 talked about if the board wanted agreements and
8 things that we were concerned about, but I have the
9 same points.

10 COMMISSIONER DAVIS: I was implying that if
11 we moved forward, that that was something that we
12 wanted. I'm sorry I didn't make that clear, but
13 that was the implication. I do understand that
14 there is ^ 55:27:8 and we may not move forward at
15 all.

16 COMMISSIONER FINEGAN: I think Commissioner
17 Bays took every single word out of my mouth. That
18 is what I was going to say. We were told in the
19 beginning that this needed to be done so we
20 wouldn't be here.

21 So yeah, I'm with you. We are coming around
22 a circle. And I hear and respect what you're
23 saying. It could be bad the other way. I feel
24 that, how do we not have a seat at the table? If
25 everything blew up and the absolute worst happened

1 and we didn't own it, which I don't think that's
2 going to be happen, but if it did, worst case
3 scenario, how do you say a county doesn't have a
4 seat at the table?

5 This is how we function as a republic. The
6 people that live here have a voice.

7 COMMISSIONER KINNARD: No, they don't.

8 COMMISSIONER FINEGAN: That is how it is
9 supposed to be and that is why I am sitting at this
10 seat and I will continue to fight that fight. The
11 people elected don't get to make all of the
12 decisions. We are just supposed to have every
13 entity represent the people.

14 So whoever ends up owning this, I don't
15 care -- well, I do care who owns it, but if for
16 whatever reason it wasn't us in the future, I will
17 still fight whether it's as a commissioner or just
18 a citizen that lives in the area, to do what's
19 right by the people of Citrus County.

20 So even if someone else owned it, the people
21 should have a say. The people should have a voice
22 that's being heard.

23 COMMISSIONER KINNARD: They don't. And I
24 don't mean this to sound the way that it's going
25 to. If somebody moves in and claims ownership of

1 your house tomorrow, and they filed suit and
2 they've said, well, we have some old maps that show
3 we own this property, that's the position that the
4 county was put in because of SWFMD's actions.

5 We had to get involved to defend our
6 ownership of the boat ramp. It wasn't that we need
7 to go and do this, we need to decide who owns it.
8 They said we own it and ultimately we disagreed
9 with their claim of ownership just as we would
10 about our own homes.

11 We disagreed with it and then very quickly
12 they filed suit against the county. We either
13 folded our tent and left or we hired an attorney to
14 continue to State our claim of ownership to that
15 boat ramp.

16 That's how we got involved in this. Not just
17 for this reason to decide who owns it. It was
18 they're going to take it if we don't make a claim
19 of ownership to it. And that's how we got here.

20 Once the State has ownership of it, the
21 county is preempted across the board there. We
22 will have zero say in the operation of it.

23 COMMISSIONER FINEGAN: Well, according to our
24 attorney, they said even if the county did own it,
25 a State entity could come in and close it anyway.

1 Back to my point, people have a voice. And
2 then at that point, right, so their voice wouldn't
3 be as much directed at us. It would be our
4 representatives. It would be, you know, all the
5 way up; representatives, senators, the governor.
6 But people still have a voice no matter who owns
7 it.

8 I don't know that -- if that is what some
9 entity of the State wants to do, whether we own it
10 or not, they are going to figure out another way to
11 do that. So we just have to be ready to have some
12 voice. Maybe it makes it a little easier if we own
13 it. I don't know. I'm not the attorney.

14 ATTORNEY SPURGEON: I think in recent
15 history, if you look at Weeki Wachee, I think there
16 were protests and I think that the State
17 steamrolled the protest. However, in the last
18 couple of weeks, there was a proposal to put some
19 improvements in some State parks. Protests broke
20 out all across the State. That proposal is now
21 being drawn back.

22 So yes, Commissioner Finegan, you are
23 correct, that there can be citizens' voices and
24 they can be heard.

25 COMMISSIONER FINEGAN: But Weeki Wachee was

1 for people on the other side, citizens trying to
2 get -- I feel like it was both.

3 ATTORNEY SPURGEON: And you will have that
4 here, because as I pointed out at the last shade
5 meeting, not an environmental census ^ 1:00:16:9 so
6 I think you need to come to a balance.

7 But there are people that are going to think
8 that they should have unfettered access regardless
9 of whether they are told that it causes
10 environmental harm and there are people that will
11 think that you should shut the river down because
12 any human access causes environmental harm.

13 So those voices will come out and I can't
14 guarantee you what would happen, but it is my
15 belief that if you own the boat ramp, or at least
16 managed it -- if you own it, I think you get more
17 say so in the process. It doesn't guarantee that
18 they won't steamroll you, but you get more say so.

19 ATTORNEY DIAMOND LYN: May I?

20 COMMISSIONER DAVIS: Yes. And then
21 Commissioner Bays after you.

22 ATTORNEY DIAMOND LYN: Okay. So I think that
23 Commissioner Bays know how we got here. So
24 fortunately or unfortunately, depending on how you
25 look at it, whenever you're in a lawsuit, you have

1 to go to mediation these days, right?

2 So your representatives did the best they
3 could, knowing that the other side had their
4 positions. This was the best we would come up with
5 at mediation.

6 So you don't have to accept it, but this is
7 just we had to go to mediation. You have to
8 mediate in good faith. You have to go through the
9 process. We couldn't say to them, you know, we
10 only want to mediate ownership. You sit down with
11 the mediator. The mediator comes up with creative
12 ideas. It's back and forth.

13 We had to do it. We had to do mediation. We
14 had to come up with something, and this is what is
15 being offered to you. I don't think Susan changed
16 her legal opinion. I certainly didn't change my
17 legal opinion. Jonathan is on the phone. I don't
18 think he changed his. It's just what we had to do.

19 So we have to offer this to you.

20 COMMISSIONER DAVIS: Commissioner Bays.

21 COMMISSIONER BAYS: Well, again, my
22 recollection is probably a little bit different
23 because I believe that we had every important to
24 sit down and do the same negotiation that we are
25 doing now without engaging into this process.

1 And we didn't do that, because it was said
2 that we should find title to who owns this and that
3 was the reason we ended up in this lawsuit, hiring
4 outside counsel, as opposed to sitting down at the
5 table with SWFMD and coming up to basically the
6 same agreement that we are ending up with after
7 going through all of this.

8 That being said, Madam Attorney, you have
9 made statements today that you say that you feel
10 very confident that the county in your legal
11 opinion most likely would own Maggie Drive and the
12 boat ramp.

13 ATTORNEY SPURGEON: I think you have a strong
14 claim for the Maggie Drive. I think you have a
15 strong claim for the boat ramp and kayak launch and
16 the area that is within the old county right-of-way
17 for 480. Confident is a value word that I don't
18 like, with respect.

19 COMMISSIONER BAYS: Fair enough.

20 COMMISSIONER DAVIS: It's pending all of
21 those advanced surveys, too.

22 ATTORNEY SPURGEON: And another thing,
23 Commissioner, with respect is that we tried to get
24 the district to negotiate. The minute I was hired,
25 the first thing I did was file a motion to stop the

1 litigation and let's go work this out. And the
2 district said not unless you agree we own it. And
3 so off we went.

4 I apologize. That's not true. They said not
5 unless you agree to go through the whole discovery
6 process, which I did not want to do. Judge denied
7 my motion to stay the discovery and it was by going
8 through the discovery, which is a lot of the money
9 you have paid so far, is how I discovered the
10 strength of your title claim, because I didn't know
11 until I looked at it.

12 COMMISSIONER BAYS: So one, it makes me
13 perplexed. If you feel that strong about our title
14 claim, why were ^ 1:05:09:2 stopping.

15 Number two, the statement has been made today
16 that even if we agree to all of these terms, that
17 some other agency could come in and claim this as
18 an environmental protection area and close it down
19 regardless, or if the district exercises their
20 termination agreement and we lose control of it.

21 Should we go down and accept this, this road
22 of accepting this agreement, and should we lose
23 control of that boat ramp, is there -- and
24 Commissioner Kinnard, I think you've got a lot more
25 experience commission and I appreciate this.

1 Is there a way -- because I believe that once
2 a boat ramp is closed, you're done. I mean you
3 lose it. Is there a way to negotiate or is there
4 another area in the county that we can negotiate
5 another boat ramp? I'm trying to find some
6 negotiating power in this that -- that we don't
7 lose.

8 COMMISSIONER KINNARD: If we were to cede
9 ownership of the boat ramp to SWFMD and they
10 decided to close it, which again I'll say I believe
11 is their plan, we would not -- that would not -- as
12 far as I know, and I'm certainly no expert in the
13 matter, but that would not give the county a
14 credit, if you will, to relocate a boat ramp some
15 place else.

16 What it would do is severely limit public
17 access to the Chass because there's certainly no
18 place, that I am aware of anyway, where we could
19 move that boat ramp. And the whole idea behind
20 them closing it, for good or bad, is to get people
21 off of that river.

22 So they would fight it. DEP also would fight
23 it, putting in another ramp on that river
24 someplace. If it was us closing, the county were
25 closing down a ramp, then -- the comments have been

1 a little mixed on this issue, but if it were the
2 county closing down a ramp, than it's believed that
3 you have a period of time where you have this
4 credit, if you will, that you can move that ramp.

5 But we're closing down that we own. If we
6 cede ownership to SWFMD, we don't have that credit.
7 They might, if they wanted to relocate in the
8 Manatee protection zone some place, but we
9 certainly wouldn't have that. I don't know
10 location-wise even where we would go with it quite
11 frankly.

12 COMMISSIONER BAYS: Well, I guess my point
13 was, if we agree to the terms of this agreement, so
14 there's really no definitive ownership on either
15 side, all I am trying to do is find a negotiating
16 point.

17 Because what has been stated is whether
18 another agency, whether it's federal or State
19 agency, comes in and closes that down, some way
20 that we can negotiate. And it may not be the
21 Chassahowitzka River. What I am saying is another
22 boat ramp somewhere within Citrus County. Just a
23 bargaining tool.

24 COMMISSIONER DAVIS: Susan.

25 ATTORNEY SPURGEON: I do a good deal of

1 permitting on boat ramps and docks, so let me kind
2 of give you some outlines of what I understand.

3 The Chassahowitzka River is what we call
4 sovereignty submerged land. In other words, the
5 dirt under the water is owned by the State of
6 Florida. And the State's ownership extends on a
7 tidally influenced body and I think that portion of
8 the Chass is tidally influenced to mean high water,
9 which is a determination made by the surveyors and
10 they all agree okay.

11 And that creates a line of demarcation. The
12 State owns water ward, of mean high water.
13 Landward of mean high water can be privately owned
14 or owned by an entity other than the State. I
15 mean, it's not out of the realm of possibility it
16 happens the State itself may own it.

17 But in this instance, we are talking about
18 the State would own water ward mean high water and
19 either the county or the district, which is a
20 different political entity than the State, would
21 own landward.

22 Now, the boat ramps start almost always on
23 landward of mean high water because you've got to
24 back the truck and the trailer down the ramp. Most
25 of the time, and I haven't seen mean high water

1 surveys on yours, but most of the time, by the time
2 the boat floats off the trailer, you are water ward
3 of mean high water.

4 So if that's your demarcation line, the State
5 has the right because it owns the sovereign
6 submerged land and it controls the water over that
7 sovereign submerged land to make rules as to how
8 that water can be used. And that's what they did
9 down at Weeki Wachee.

10 Once you are on our water over our sovereign
11 submerged land, you can't stop paddling your kayak.
12 You can't pull up on the shore. And also limit how
13 much access folks could enter those waters that are
14 over the sovereign submerged land.

15 Now, in theory, they can't stop you from
16 backing the truck down to the ordinary high
17 water -- or to the mean high water line, but they
18 can stop you from getting the boat into the water
19 beyond the mean high water line.

20 Another thing that I know is that when rule
21 making occurs, the property owners that are
22 adjacent and that have ^ 1:11:49:3 rights, which is
23 the right to put in a dock, the right to use the
24 waterway, which you share with the public, but the
25 owners of the shoreline along the sovereign

1 submerged land have certain repairing rights
2 including dockage, which the general public does
3 not, and boat ramps, which the general public does
4 not.

5 So if a rule is being considered to limit
6 access to the waters over that sovereign submerged
7 land, then the adjacent property owners, who are
8 what's known as riparian rights owners, have a
9 right to at least be notified and thereby get into
10 the meetings and get a seat at the table.

11 So whether or not y'all tell me we are just
12 going back to litigation or we are going to try to
13 work out an agreement or what have you, one of the
14 things that was further down my list is that we
15 need to notify FWC that we have an intense interest
16 in rule making with regard to the Chass.

17 We need to notify DEP that we have an intense
18 interest in permits, regulations and rule making
19 with regard to the Chass.

20 It is an outstanding Florida water. I think
21 it is also a designated manatee protection zone.
22 And so trying to put a boat ramp some place else
23 would be very difficult because if you give up what
24 you've got, now you're asking in the State's eyes
25 to make a new environmental impact on a protected

1 waterway.

2 And so I think it would be -- and there are
3 different rules for docking and boat ramps in
4 protected waterways than there are in non-protected
5 waterways.

6 So it stands as an OFW would make it very
7 difficult to relocate the ramp.

8 ATTORNEY DIAMOND LYN: I think some of the
9 terminology that has been used is shut down the
10 ramp. I don't know that anybody would say we're
11 shutting down the ramp. What they would say is
12 we're controlling access by limiting the number of
13 people who can use the ramp.

14 I mean, I don't think they are going to come
15 up and put wires across it, but as Susan said, they
16 are going to set -- like they do with Weeki Wachee.
17 You know, you have to call ahead. There's all
18 kinds of regulations on it.

19 So I don't think anybody is going to close
20 it. It's just they are going to limit access.

21 COMMISSIONER KINNARD: Well, they have
22 already threatened to lock it up.

23 ATTORNEY DIAMOND LYN: That was counsel for
24 the district, yes.

25 ATTORNEY SPURGEON: And he may have been

1 trying to posture to --

2 COMMISSIONER KINNARD: His posturing has cost
3 the district and county a lot of money. Because
4 they filed a suit and chose to go down this road,
5 that's why we're in this situation. We could have
6 negotiated and they should have negotiated this
7 agreement before filing suit and writing letters to
8 the paper and all of the rest of the nonsense.

9 ATTORNEY SPURGEON: And in his defense, he
10 also may have been directed to posture. I mean, I
11 can't say I am blaming it specifically on him, but
12 it may have been posturing on part of the district
13 that, by God, we're going to close it down.

14 And I think that they've backed away from
15 that at mediation.

16 Another question that was asked, when we
17 start mediation, we each get to make a statement.
18 They got to go first because they were the
19 plaintiffs. They opened with, we are not here
20 today to talk about ownership. We cannot agree on
21 who owns what. So let's try doing this instead.

22 ATTORNEY DIAMOND LYN: That's kind of why
23 going into it, Susan and I didn't think we were
24 going to reach any kind of settlement because we
25 didn't think either of us was going to admit or

1 deny ownership -- or admit ownership, or deny, I
2 guess. That's when this creative idea came up and
3 that's what kept us there most of the day.

4 COMMISSIONER DAVIS: The creative idea that's
5 right back where we started?

6 ATTORNEY DIAMOND LYN: Yes.

7 ATTORNEY SPURGEON: And that creative idea
8 was really brought up by the mediator around 4:30
9 or so because, as I said, we spent the day trying
10 to work out a joint agreement where the district
11 continued to run the campground, but that Citrus
12 County had a seat in the management of the boat
13 ramp, parking lot and access of Miss Maggie Drive.
14 And that, wow, went nowhere.

15 COMMISSIONER DAVIS: Commissioner Finegan.

16 COMMISSIONER FINEGAN: If they don't want to
17 fight for ownership now, why don't they just drop
18 the lawsuit?

19 ATTORNEY SPURGEON: I think that they are
20 hoping that we would do this and things would calm
21 down for a while.

22 COMMISSIONER FINEGAN: They can drop the
23 lawsuit and then have an agreement. Why do we have
24 to keep the lawsuit on the table? They are the
25 driving factor in this.

1 ATTORNEY SPURGEON: It is the driving factor.
2 They've got your attention and now they've sued you
3 and we have responded. And now if we don't
4 participate in the litigation, they will win by
5 default.

6 COMMISSIONER FINEGAN: No, I understand, so I
7 guess that's my point. They want to sue us for
8 ownership, it's still on the table, we should fight
9 for ownership. If they want to drop the lawsuit,
10 altogether, I mean, we have made agreements for how
11 many years? 20-plus years? More? 30, 40.

12 So if we are trying to negotiate, I don't
13 understand why there is a lawsuit on the table.

14 ATTORNEY SPURGEON: Well, and I think that
15 that was the thought behind the joint motion to
16 stay the litigation. Let's not litigate for a
17 while. Let's just work on trying to work this out.

18 But the judge wouldn't have it. Again, I
19 can't blame the judge because the Florida Supreme
20 Court has issued some very strict mandates about
21 moving cases through the court system and not
22 letting them linger.

23 COMMISSIONER FINEGAN: For taxpayer's
24 benefits. I completely understand that.

25 ATTORNEY SPURGEON: So the idea of putting it

1 at -- you know, I have been at this, golly,
2 40 years now. And in the past, what we've done is
3 put things on hold for 12 months, 15, 18, 24 months
4 while we try to work things out, but those days are
5 gone. The courts will not allow that anymore.

6 So both sides have invested some money to get
7 the litigation at this State so if you dismiss the
8 lawsuit, both sides lose that investment.

9 COMMISSIONER FINEGAN: It seems like with
10 this mediation, we are losing the investment. We
11 are losing either way. So my humble opinion is, if
12 they want to litigate ownership, I feel like they
13 are backing out because maybe they understand that
14 they don't have the case that they think that they
15 have and they don't want to move forward.

16 If they want to drop the whole lawsuit, you
17 know, then we still understand what we own what we
18 own. And if we want to negotiate with the
19 ^ 1:19:50:3 that we have been doing, obviously we
20 have some language to clean up so all is not lost.
21 You have pointed out some things as we move
22 forward.

23 ATTORNEY SPURGEON: May I make a suggestion?
24 The judge has ordered us to continue litigating
25 while we try to work out a mediated settlement. I

1 suggest that we go back to the district and say
2 that the board will not approve the agreement in
3 principal without some assurances of what's going
4 to be in the management agreement between the
5 district and Citrus County.

6 We then asked to reopen the mediation to
7 negotiate some of the specifics of an agreement,
8 come back to y'all, and at the time we come back to
9 y'all, then we would have more information about
10 what the district will and will not do in a
11 management agreement.

12 At the same time, because we're required to
13 be in litigation and the clock is ticking, we have
14 got deadlines that are going to start coming up for
15 discovery and experts and so on, we would start
16 doing some of the base work towards determining
17 ownership, like getting survey firms on file, like
18 really, really scrubbing the county records about
19 when Miss Maggie was built, paved, so on.

20 We've done some of that work, and I think
21 we're going to need to do a good deal more. The
22 records are not in pristine condition.

23 ATTORNEY DIAMOND LYN: So you're saying go
24 back to mediation to work on the terms of the
25 management agreement?

1 ATTORNEY SPURGEON: I do not have authority
2 from my client to approve the mediated settlement
3 and principal.

4 ATTORNEY DIAMOND LYN: If I may. Why don't
5 we say that we've met in a shade meeting and you've
6 been given further direction on how to make the
7 agreement in a format that could be acceptable to
8 the board.

9 COMMISSIONER DAVIS: Commissioner Kinnard.

10 COMMISSIONER KINNARD: Yeah, I want to see
11 this -- we have got an offer on the table. Again,
12 I know that I'm just saying things in different
13 words, which we have got an offer on the table that
14 stops the bleeding, keeps the boat ramp open to the
15 public.

16 You know, maybe it is just kicking the can
17 down the road, but again, the upside of litigating
18 this is not great and the expenses as we just
19 heard, you know, we're going to start, or start a
20 more in-depth discovery process that continues to
21 expend taxpayer's dollars on both sides of this
22 issue.

23 I would like to see this thing come in for a
24 landing pretty quick. Seems like important stuff
25 for sure.

1 COMMISSIONER DAVIS: The issue is, is that
2 this is a split board because I am heavily leaning
3 towards your position.

4 COMMISSIONER KINNARD: That's a good
5 decision.

6 COMMISSIONER DAVIS: I see both points very,
7 very clearly, but you've got a split board and you
8 don't have a fifth here. That's the problem.

9 ATTORNEY DIAMOND LYN: So we can either
10 adjourn with nothing and wait and reschedule until
11 we have all of our members.

12 COMMISSIONER KINNARD: It's your board.

13 COMMISSIONER DAVIS: That seems like the best
14 thing to do.

15 ATTORNEY DIAMOND LYN: So we would remain in
16 mediation, so nothing that was discussed could be
17 taken outside of this room and we will reschedule a
18 shade meeting as we can get all five.

19 COMMISSIONER DAVIS: Commissioner Bays.

20 COMMISSIONER BAYS: I liked your proposal
21 that we continue because I think it sends a message
22 back to the district. It is not saying that we're
23 not going to refuse them, but it's not saying we
24 are just going to roll over and play the hand that
25 they are dealing us. So we will work on the lease

1 payments.

2 Again, I think it would be advantageous and
3 helpful for this board to understand what the
4 operation looks like from a financial perspective.
5 You know, you've got a lease agreement with the
6 campground. You know, what is the revenue or
7 potential revenue that could be generated. What's
8 the condition of that boat ramp currently. Do we
9 need to make investments? We have to calculate
10 staff time into it.

11 You know, the overall operation. I mean, I
12 would like to know that because you can't
13 overcharge somebody for a campground that you can't
14 make money just to cover our expenses. So there's
15 a still business plan out there.

16 I mean, I think there's a fair amount of
17 homework to do on this and I don't think that it's
18 necessary that we don't go back and say something
19 to the district, that we just kind of wait, but I
20 do think that we need another meeting with all five
21 members here, but I don't think it's a bad idea to
22 go back to the district and say, we can't
23 fundamentally approve what we have on the table and
24 we're still negotiating. You know, what are they
25 willing to negotiate? I still feel like the -- I

1 still feel like if we are going to look at a
2 20-year agreement, you know, what is our investment
3 and what needs to be done and how do we recoup some
4 of that?

5 So I think there's a lot more work to be done
6 here. And...

7 COMMISSIONER DAVIS: So are you okay with
8 Denise's language, if you can spark that up again,
9 Commissioner Kinnard?

10 COMMISSIONER KINNARD: I'm outvoted here
11 today. I'd like to see us give direction to our
12 attorney to go back, to go back to mediation, clean
13 it up with her suggestions and accept the deal
14 that's on the table, and stop spending money on
15 this thing.

16 We've accomplished exactly what we wanted to
17 accomplish before the lawsuit was settled, is keep
18 the boat ramp open.

19 COMMISSIONER DAVIS: Okay.

20 COUNTY ADMINISTRATOR RODRIGUEZ:
21 Commissioners, just something for consideration, if
22 you decide to move forward with this agreement,
23 something to consider is the fact that we could
24 potentially charge for boat launch fees. And that
25 could be another source of revenue to invest in if

1 you want to do that, but if I understand correctly,
2 I know the district is not allowing you to come in
3 and do that; is that correct?

4 ATTORNEY SPURGEON: I think that the way it
5 works is that when the county ran the campground
6 and had a vendor, it was the county's direction
7 that there be no launch fees, that the initial
8 protest back in the 90s to keep the boat ramp open
9 was that it was to be kept open and kept free; is
10 that accurate?

11 ATTORNEY DIAMOND LYN: I would have to look,
12 but I don't know exactly how the agreement is. I
13 just know that we are not charging. And I know
14 that when forestry was going to take over, forestry
15 was not going to charge, but I --

16 ATTORNEY SPURGEON: If the county were to
17 take over management, the district would not have a
18 say so in how much rent you get from your vendor
19 and they would not have a say so in whether or not
20 you are charging launch fees, because you are
21 managing it.

22 And then we would just have to be in
23 agreement in the management agreement that all of
24 the gross revenue produced by the campground would
25 go to the county, which I think it does.

1 And then in the early years, the vendor only
2 paid a very small amount because they were trying
3 to build-up the improvements. Then in the later
4 years, that rental payment increased. Your
5 administrator's office would have details on that
6 more than I.

7 COMMISSIONER DAVIS: Commissioner Kinnard, it
8 is still a split decision in trying to come in for
9 some sort of landing gear with more than 22, so...

10 COMMISSIONER FINEGAN: Well, it sounds like
11 Commissioner Bays is okay to go back. I'm not all
12 the way there. I'm not -- yes, whatever they say,
13 clean it up a little bit and improve it. I do
14 think financially we need to look at those and know
15 at some point that, not that we are going to charge
16 fees or not that we are going to regulate the
17 amount, but within 20 years, we may need to do
18 that.

19 I think that's important for us, that we have
20 control. If you want to call it ownership or not,
21 and we keep the status quo, but we need control.
22 We need to make sure that we are not doing all of
23 the expending and the State's doing all the
24 regulating.

25 ATTORNEY DIAMOND LYN: So we can recess this

1 shade meeting, have staff get together facts and
2 figures for you about what the agreement would need
3 to provide and reconvene when that information is
4 available to you and hopefully have your fifth
5 member here. Or give some direction to counsel to
6 try and hammer out with SWFMD counsel.

7 COMMISSIONER DAVIS: I agree with Madam
8 Attorney, that's what I would like to do.

9 ATTORNEY DIAMOND LYN: So those are the two
10 options?

11 COMMISSIONER DAVIS: What was the first --
12 the first option where you -- the first one.

13 ATTORNEY DIAMOND LYN: The first one was
14 gather information and reconvene without --
15 basically, what would be recorded back to SWFMD
16 would be that we're still in the shade meeting.

17 COMMISSIONER DAVIS: You said recess the
18 first time.

19 ATTORNEY DIAMOND LYN: Right. Recess and
20 then reconvene after we get the information. What
21 would be reported by counsel to SWFMD is that we
22 started our shade meeting, we have recessed our
23 shade meeting, we are going to reconvene and we
24 need to get together facts and figures, something
25 along those lines.

1 That's option one. Option two, which is what
2 Commissioner Bays was saying, is take something
3 back to SWFMD now and hammer and get the lawyers
4 negotiating.

5 COMMISSIONER DAVIS: I am in favor number
6 one. Commissioner Kinnard.

7 COMMISSIONER KINNARD: Option one means for
8 the last hour-and-a-half, we have paid three
9 attorneys and we are leaving here with giving them
10 absolutely no direction. Then we are going to
11 reconvene with three more attorneys again and
12 hammer this out for who knows how much longer.
13 It's time to stop the bleeding.

14 We've got what we want. The boat ramp is
15 open to the public. I think we're way too deep in
16 the weeds on running the campground. We should not
17 be charging a boat launch fee there to try and
18 cover costs from the campground.

19 The lease on the campground needs to cover
20 the expenses for the campground, campground
21 expenses. It really doesn't have to be anymore
22 difficult than that.

23 I don't mean that to sound ugly, but there
24 are two separate entities. If ultimately we end up
25 having additional expenses over and above what are

1 expected with the boat launch, then we can address
2 possibly that the launch fee is there to handle
3 that.

4 But the campground lease, that seems pretty
5 straightforward. That can be worked out by staff
6 once we are managing it. That needs to cover its
7 own expenses.

8 COMMISSIONER DAVIS: So we will call that
9 number three, which was your original -- and I'm
10 fine with that, but we have two colleges that are
11 not.

12 COMMISSIONER FINEGAN: May I? I can get
13 there. So the boat ramp is open. We may or may
14 not manage that campground, so we may get zero
15 dollars from that. How are we going to maintain
16 the boat ramp and put repairs in?

17 COMMISSIONER KINNARD: Well, we would
18 maintain it just the way that we do the rest of our
19 boat ramps, except for the ones that we currently
20 charge for. The free ramps, and there are many of
21 them in the county, those are maintained using
22 motor improvement funds. That's a portion of the
23 registration fee for every boat.

24 I don't know if it's in the State and it's
25 divided up amongst the counties, or if it's by

1 county, how many boats you have registered in your
2 county. I am just not sure how that formula works.

3 But we will get money back from the State.
4 And I don't know what the current balance is there,
5 but in the past, we have had somewhere -- I want to
6 say it's maybe close to a million dollars in motor
7 improvement fees, we use that to maintain our
8 ramps.

9 So a portion of peoples' boat registration
10 fees go to maintain the free ramps. The ramps that
11 are going to get additional facilities, bathrooms,
12 things like that, that's where that money and the
13 boat launch fees is going into, a fund that
14 ultimately we will use for buying more land for
15 parking, putting up bathrooms, things like that.

16 So the launch will remain free. The
17 campground needs to pay for itself in that lease
18 payment. And we would collect --

19 COMMISSIONER FINEGAN: What about the parking
20 that we own?

21 COMMISSIONER KINNARD: Same thing. That is
22 still maintained by the county using motor
23 improvement fees.

24 COMMISSIONER FINEGAN: So in essence, even
25 though we own the boat ramp, we have to sign an

1 agreement for them to allow us to use the boat
2 ramp?

3 COMMISSIONER KINNARD: The -- I don't know
4 that we're signing an agreement that allows us to
5 use it.

6 ATTORNEY SPURGEON: I would characterize it
7 as signing an agreement that gives Citrus County
8 management of the campground and, therefore, you
9 would also by inclusion manage the boat ramp.

10 COMMISSIONER KINNARD: It just doesn't
11 establish who owns it, which is the way it was
12 prior.

13 ATTORNEY SPURGEON: And so I think it would
14 take out of the district's hands the ability to put
15 a gate at the end of Miss Maggie Drive and say, we
16 are closed here, nobody can go back in there,
17 because the county would manage the campground.

18 It doesn't take out of the FWC's hands an
19 ability to rule make, but nothing does that.

20 COMMISSIONER FINEGAN: And then if we don't
21 manage the campground, when they decide not to do
22 that anymore, we're back in the same situation.

23 ATTORNEY SPURGEON: If you don't manage the
24 campground and if the district goes back on the
25 protestations they have made recently, that they

1 have no intention of shutting down the campground
2 and no intention of shutting down the boat ramp,
3 then you would be sending me to court to get an
4 injunction and get it opened back up again and
5 you'd be back in litigation. Or give up would be
6 your choices.

7 COMMISSIONER FINEGAN: So that brings us back
8 closer ^ 1:36:34:5, right? So that's how it looks,
9 right? If they shut the campground down and we
10 say, well, we have a boat ramp, so they are
11 shutting that down, but we open it up because we
12 say we own all of the way there, I don't know what
13 that looks like.

14 ATTORNEY SPURGEON: One thing I will share
15 with you is that when I was a very young lawyer, I
16 was told that a mediated settlement is only any
17 good if both sides are really unhappy with it. And
18 so from our side, I think that the mediated
19 settlement proposal meets that criteria.

20 COMMISSIONER FINEGAN: I don't think that
21 they're up happy with it, though.

22 ATTORNEY SPURGEON: I don't know.

23 COMMISSIONER DAVIS: One, two, or three,
24 which ones do you accept?

25 COMMISSIONER FINEGAN: One is wait, two is

1 mediate and I guess three is --

2 COMMISSIONER DAVIS: Accept with the changes.

3 COMMISSIONER FINEGAN: I don't -- I agree,
4 waiting is such a waste. I feel like if they are
5 still trying to litigate us for ownership, that we
6 should ^ 1:37:56:1 and just be done with it
7 forever.

8 I feel like any land acquired in the history
9 of time, when someone ascertains it, the ownership,
10 when they don't, I mean, it's more --

11 COMMISSIONER DAVIS: So that would be option
12 number four.

13 COMMISSIONER FINEGAN: Obviously, I respect
14 this board and if they wanted to do something other
15 than that and negotiate, I would just put in my two
16 cents and respect the majority.

17 COMMISSIONER DAVIS: We don't have the
18 majority.

19 COMMISSIONER FINEGAN: I don't know that
20 anyone is as far off as I am except maybe
21 Commissioner Bays.

22 COMMISSIONER DAVIS: Which of the numbers are
23 you okay with?

24 COMMISSIONER FINEGAN: I thought I just
25 answered that question.

1 COMMISSIONER DAVIS: Which numbers just to
2 keep it straight. One is wait, two is negotiate,
3 three is accept and four is to litigate.

4 COMMISSIONER FINEGAN: I'm still on the
5 they've asked for the fight so let's go ahead and
6 fight and win it. Four I guess you're calling it.
7 But if the board did not like that, I would say
8 that we have more negotiating to do, for sure. We
9 are not going to accept this.

10 COMMISSIONER DAVIS: Okay. So one and three
11 are off the table, which is --

12 COMMISSIONER FINEGAN: We are so far gone.
13 She's made so many corrections, that I don't know
14 if some of these corrections have fixed the
15 negotiating. Was there anything left on the table
16 that you were going to say I have to bring this
17 back? Just run over those.

18 ATTORNEY SPURGEON: Well, I made the
19 suggestion that we absolutely not agree that the
20 agreement vest or divest title and that there is no
21 concession as to who owns what in the agreement.

22 I also suggested no prevailing party fees and
23 that if the district were to exercise its option to
24 get out, that there would be continued access and
25 uninterrupted use of the boat ramp, kayak launch,

1 paid parking area all by way of Miss Maggie Drive.
2 Those were my suggestions.

3 COMMISSIONER FINEGAN: The other one was --
4 so I think those would do it if the board wanted to
5 do that, but the 12-month I think I heard --

6 ATTORNEY SPURGEON: I do -- I did hear
7 discussion about changing the provision in the
8 present agreement for no cost termination, but I
9 didn't hear clear consensus as to what that change
10 should be. And as I said, I will be happy to take
11 that to the other side, but I am not clear what
12 y'all want.

13 COMMISSIONER DAVIS: So you're theoretically
14 okay with three, which is agree, with an additional
15 change based on how --

16 COMMISSIONER FINEGAN: Well, that to me is
17 the negotiating.

18 COMMISSIONER DAVIS: Her point of negotiating
19 was a little different then what we are talking
20 about. If the four of us can very clearly State
21 that we are okay with a specific ask, then we can
22 go ahead and do three with ask.

23 But you are going to have to get three of us
24 in a row on that one.

25 ATTORNEY SPURGEON: And I think I'd be a

1 little more comfortable if it was clear in my mind
2 that it is, yes, we will agree to hammer out an
3 agreement between the county and the district, or
4 we need certain things in the agreement between the
5 county and the district before we believe that it's
6 going to be okay.

7 And perhaps, you know, Miss Lyn, that's six
8 in one and half a dozen of the other. Maybe the
9 difference is more in the way it plays publically.

10 ATTORNEY DIAMOND LYN: I don't think y'all
11 have enough of the details hammered out to enter
12 into a 20-year agreement, because you're talking
13 about lease rates. You are talking about term.
14 You have got non-appropriation language or not.

15 That's why I suggested you recess this to
16 give staff time to bring you information about what
17 terms you want in that agreement. Because, you
18 know, agreements are only as good as the paper they
19 are written on. And if we don't have solid terms
20 written and we're into it for 20 years, I wouldn't
21 want us to do that quickly.

22 I would want us to make sure -- and I'm
23 sorry, Commissioner Kinnard, but if you're going to
24 do a 20-year agreement or longer, Commissioner
25 Kinnard said longer, you've got to make sure you

1 nail down those terms. I mean, that would be my
2 advise.

3 I don't think you can do that without the
4 financial information.

5 COMMISSIONER DAVIS: Well, I originally said
6 I was good with that option, which is number one.
7 Commissioner Bays.

8 COMMISSIONER BAYS: So just recess our shade,
9 get the terms of our agreement locked down, find
10 out our financial information and then reconvene
11 another shade meeting.

12 ATTORNEY DIAMOND LYN: And you'll also have
13 your fifth member.

14 COMMISSIONER BAYS: I would agree with that.

15 COMMISSIONER DAVIS: So we have two. Do we
16 have a third?

17 COMMISSIONER FINEGAN: I'll let you know who
18 is going to fight, but I would go that way, but my
19 first choice is --

20 COMMISSIONER BAYS: Well, it doesn't mean
21 that we are not going to fight later. It just
22 means it gives us an opportunity to get more
23 details without spending money on legal at this
24 point.

25 COMMISSIONER FINEGAN: But your way is saying

1 don't take any of those changes -- way whatever
2 they said.

3 COMMISSIONER KINNARD: No. No. My
4 suggestion -- and, look, if we've got the three
5 votes, we've got consensus. My position was to
6 accept the offer that's on the table with the
7 changes that she's recommended and we need to
8 negotiate something in there about reimbursement
9 should the district exercise its 12-month option
10 out, that we would recoup 50 percent of the
11 expenses of what we put into it, but then limit it
12 at that and let her get this thing settled. That's
13 where I was at, but it looks like number three is
14 off the table.

15 COMMISSIONER FINEGAN: I feel both ways, but
16 really it's the attorneys, right, because I think
17 now we're all pretty much saying the same thing.
18 Its just here. I hear that we need more time to do
19 it and you are saying we don't need any time. Just
20 let her do it. So I don't know.

21 I guess, really, the answer is, I think
22 everyone up here is saying the same thing. We take
23 what you have said and move forward with it, but I
24 hear Madam Attorney Lyn saying, we need to wait,
25 let you do that, let you look at it and then take

1 it back. I think you're saying we don't really
2 need to look at it; just do it.

3 COMMISSIONER KINNARD: The agreement was good
4 for us before, but I'm not --

5 COMMISSIONER DAVIS: So you truly are the
6 deciding vote at this point because it's either
7 wait or agree. It's either recess or agree with
8 all of the changes that Commissioner Kinnard,
9 because I am good with either one.

10 You are the deciding vote on which way we go.
11 He's not okay with waiting. She is not okay with
12 agreeing. I am good with either one.

13 COMMISSIONER FINEGAN: I am, too. I always
14 want everyone to feel comfortable. And if someone
15 just wants to put an extra pair of eyeballs on it
16 to dot the I's and check the T's, that's fine.

17 COMMISSIONER BAYS: Does this agreement at
18 the end of the 20 years have an option for renewal
19 or are you back at the renegotiating stage?

20 ATTORNEY DIAMOND LYN: I have to go.

21 COMMISSIONER KINNARD: I'm okay with
22 anything, but number four.

23 ATTORNEY DIAMOND LYN: I'm sorry. I've got
24 to go take some folks to the airport. Susan's got
25 it.

1 ATTORNEY SPURGEON: The term of your -- the
2 last full written agreement was made in 2009 and
3 then it was extended and amended, slightly amended,
4 but extended subsequently.

5 COMMISSIONER DAVIS: Everybody is leaving but
6 us. That's fantastic.

7 (Commissioner Kinnard and Attorney
8 Diamond-Lyn left.)

9 ATTORNEY SPURGEON: To answer your question,
10 Commissioner Bays, I don't see anything in the 2009
11 agreement that gives an option for renewal. That
12 doesn't surprise me because as it began, the term,
13 you know, reached its term and it was extended over
14 and over.

15 COMMISSIONER BAYS: Sorry, what you may or
16 may not know, I was a commissioner between 2010 and
17 2014. I know we spent some significant amount of
18 money to rebuild the boat ramp.

19 ATTORNEY SPURGEON: Yeah, that was 14 years
20 ago.

21 COMMISSIONER BAYS: And you are sending staff
22 out there. It's very displaced. There's a lot of
23 overhead expenses that are part of it.

24 So I guess I feel like you've got a 20-year
25 lease with no option of renewal. They have a

1 12-month out. If you are not careful, you can have
2 yourself in a position that --

3 ATTORNEY SPURGEON: You would not be leasing
4 a campground. You would have a 20-year agreement
5 that the county would manage the campground. If
6 they walked out, then I think you should go back to
7 litigation. I don't know. I mean, although what
8 has happened in the last several years, is that,
9 you know, the district has simply taken over
10 management.

11 But again, I think they also contracted with
12 the same entity run by the Moore family and you
13 kind of marked time since the last agreement
14 expired.

15 COMMISSIONER BAYS: It was initially with the
16 Strickland family and then they left. And then we
17 contracted with the Moores. I'm going to stick
18 with what I initially said. I think that we need
19 to recess the shade meeting. We need to have more
20 details and recess back with all five board
21 members.

22 COMMISSIONER DAVIS: Are you okay with that?

23 COMMISSIONER FINEGAN: I'm okay with that. I
24 would say that with all the recommendations, I am
25 okay with her taking it back because I think

1 they're going to kick it back again.

2 But what I didn't understand from our
3 attorney is in this agreement that you're taking
4 back, does it have dollar amounts?

5 ATTORNEY SPURGEON: All we agreed to in
6 mediation was an agreement in principal that we
7 would work on an agreement between the district and
8 the county whereby the county would operate and
9 manage the campground. And that it would be
10 substantially the same as the existing, the old
11 agreement was.

12 And so my suggestions for things that I think
13 should be different is that you can say
14 substantially the same, but we should not agree,
15 for instance, to ownership.

16 COMMISSIONER FINEGAN: We are not agreeing on
17 dollar amounts, like if we --

18 ATTORNEY SPURGEON: There's no money that's
19 going to change hands between the county and the
20 district. To my knowledge, there never has been.
21 Commissioner Bays would know better than I.

22 ATTORNEY FINEGAN: Well, I meant on the lease
23 of saying that if the campground's getting X amount
24 of money --

25 ATTORNEY SPURGEON: That's a decision between

1 the county and the vendor, but if I may, what I
2 think is driving the need to know the dollars and
3 cents is should the county agree to take over
4 managing the campground, if we do, how much is this
5 going to cost us. How much revenue can we throw
6 out of the vendor in order to make the campgrounds
7 self-sustaining.

8 If not self-sustaining, how much money are we
9 going to have to pour into owning -- not owning,
10 but managing and operating the campground and the
11 boat ramp. So that's where the dollars come in.
12 It's not that the district has a hand in the
13 dollars.

14 COMMISSIONER FINEGAN: So like I said before,
15 I am okay either way, but if anyone feels,
16 ^ 1:52:18:7 there needs to be more time, I would
17 always err on the side of caution.

18 So it's like, yes, it's not really money, it
19 doesn't affect our money now, move forward and let
20 them come back. Or if y'all are saying, we want
21 more information, I'm good with that.

22 COMMISSIONER DAVIS: Well, some of that
23 information may need to come from the district
24 itself. You're going to have to communicate
25 something to them any way.

1 ATTORNEY SPURGEON: Well, whatever
2 information we need from the district, the fact
3 that the judge has told us to keep litigating, I
4 can get that information for you.

5 COMMISSIONER DAVIS: Okay.

6 ATTORNEY SPURGEON: I need specifics because
7 the way I would do it, is to formulate some
8 discovery requests and then once served on them,
9 they would have 30 days in which to answer.

10 Now, I can also say that, you know, we have
11 recessed our shade and I need more information.
12 Can you share this with me on a cooperative basis?
13 And they can say yes or no.

14 But I can force them to give us the
15 information through the litigation process.

16 COMMISSIONER DAVIS: I was going more for the
17 cooperative angle. We are willing to play ball,
18 but we have some concerns and we need some more
19 information before we enter into a 20-year lease
20 agreement.

21 ATTORNEY SPURGEON: And I will consult with
22 county attorney Lyn because she has been in the
23 public county attorney position for a long time,
24 and I primarily work in a private sector.

25 I mean, obviously, the messaging is

1 important. But I think it is different when one
2 represents the government. So what we tell the
3 district going back, I will work with her on that
4 messaging.

5 But if in what you are telling me you are
6 going to do is recess this shade meeting, then we
7 would go back to the district and ask them to
8 cooperatively work with us. We may simply say, you
9 know, we could only get four, and they feel like
10 they need all five.

11 COMMISSIONER FINEGAN: Well, there's only
12 three voting members. Do you want to wait or do
13 you want to move on?

14 COMMISSIONER DAVIS: No. I think as much as
15 I don't want to run up attorneys' bills and do this
16 all over again, I do believe we need five, so I
17 would like to recess, but also get some information
18 we need from the district and, you know, let them
19 know that we will play ball, but we may want some
20 other things.

21 ATTORNEY SPURGEON: And I can take that in --

22 COMMISSIONER DAVIS: We are interested in
23 reaching a cooperative agreement, but we have some
24 concerns we need to look through.

25 ATTORNEY SPURGEON: I can take those requests

1 for information in bits and pieces, but if you can
2 think about outlining the major categories of
3 information that you think you are going to want.
4 For instance, do you want to know how much RV
5 campground rental sights, how much revenue that's
6 throwing. Do you want to know -- I think they have
7 tent camping, do you want to know how much the tent
8 camping sights are throwing.

9 Do you want to know how much the vendor is
10 paying to the district.

11 COMMISSIONER DAVIS: Yes, yes, and yes, all
12 their finances, which should not be that hard to
13 pull.

14 ATTORNEY SPURGEON: No, and we have provided
15 ours to them from the years that we ran the
16 campground.

17 COMMISSIONER DAVIS: And the current -- you
18 know, if they know the new current status on
19 ^ 1:55:51:4.

20 ATTORNEY SPURGEON: Yeah, you'd probable need
21 to send your own county engineers out to look at
22 the boat ramp and assess its -- you know, what
23 needs to be done to it.

24 COMMISSIONER DAVIS: That heavier burden, I
25 think, falls on us. I do suggest that we would go

1 and inspect it ourselves. But if they know of
2 anything, then obviously they could throw that in
3 and be cooperative as well.

4 If either of you disagree with anything I am
5 saying, please let me know.

6 ATTORNEY SPURGEON: In some respects, I think
7 you get the advantage of the area outside the
8 county's ownership -- the amenities like there are
9 bathrooms out there. I went out and looked at it
10 and did not use the restroom, but I think they are
11 available on-site.

12 COMMISSIONER FINEGAN: So y'all are just
13 saying because do we even want a management?
14 Because we have to put all of the -- we would have
15 to make repairs at the campground if we are
16 managing it, not the person that we contracted
17 with.

18 So if we're getting \$100,000, \$103,000 as we
19 may be putting a total of \$50,000 a year into that
20 campground.

21 COMMISSIONER BAYS: And the boat ramp.

22 COMMISSIONER FINEGAN: So that brings me full
23 circle again. That is what I was trying to get at.
24 So if all of this comes back and we say, we don't
25 really want to manage it, we understand that's not

1 our thing, but we are claiming ownership to the
2 boat ramp, aren't we just back in the same spot?

3 COMMISSIONER BAYS: Well, may I?

4 COMMISSIONER DAVIS: Uh-huh.

5 COMMISSIONER BAYS: Basic, what they're --
6 this is my understanding. They come back and they
7 want a 20-year agreement. We really don't know
8 what that language is at this point. So I feel if
9 we are doing our due diligence on behalf of the
10 citizens of Citrus County, if we're going to accept
11 this, we need to know the terms of the agreement
12 that we're accepting. We need to know exactly what
13 that means.

14 There's a campground out there. There's a
15 boat ramp. There's -- who maintains what at what
16 cost? Should the district exercise their option
17 within that 12 months or another agency comes in
18 and says they are going to put some limitations on
19 this, we have to know up front, is there deferred
20 maintenance.

21 Are there things that need to happen to
22 effectively operate a business because that's what
23 we are being asked to do. Why do we want to put
24 ourselves into that position before knowing all of
25 the details of a 20-year agreement.

1 I mean, I haven't been able to read this
2 agreement. I don't know what it says. I don't
3 even know what the agreement says. I want to be
4 able to negotiate. They don't even have an option
5 in there to renew.

6 So in 20 years, we could very easily expend a
7 few million dollars with no return on investment,
8 or they could even shorten that if either the
9 district or another State agency or federal agency
10 comes in and puts limitations to it. We have
11 expended taxpayer dollars for something that we no
12 longer have any control over.

13 And we have never negotiated -- they are not
14 saying they own it. But we're basically allowing
15 them to negotiate and tell us what they are going
16 to do as if they are the owner.

17 COMMISSIONER FINEGAN: Exactly, hence my
18 reason to fight. So may I ask you, if this board
19 looks at all of this information and says, huh,
20 it's better for Citrus County if we don't manage
21 this, it's a losing business, what happens then
22 with the boat ramp?

23 ATTORNEY SPURGEON: I am not sure.

24 COMMISSIONER FINEGAN: You know why I said
25 fight for ownership of the boat ramp. That was why

1 I said it in the very beginning.

2 ATTORNEY SPURGEON: If you decide you don't
3 want to manage the campground, which is a much
4 bigger entity than just the boat ramp, parking lot
5 and Miss Maggie, you say go litigate, Ms. Spurgeon,
6 and I go litigate.

7 And then if I win, okay, you own the boat
8 ramp and you own the parking lot and you own Miss
9 Maggie Drive. Then we would have at that point the
10 district owns the surrounding campground. They
11 manage the campground. And I think you would be,
12 as owners, have to manage boat ramp, parking lot
13 and the Miss Maggie.

14 COMMISSIONER FINEGAN: It seems like the
15 campground would then pay the county a fee for use
16 of all of our parking and our road to get there.
17 Absolutely. That's why I never --

18 COMMISSIONER BAYS: Just so you understand,
19 the parking lot and boat ramp, I think only is
20 about maybe three spots.

21 ATTORNEY SPURGEON: Is that -- you are
22 correct, but the interested thing is that within
23 the old county right-of-way, there's only about
24 three parking spots. But I'm not sure that the
25 county didn't build and maintain the entire parking

1 lot.

2 And then it is an unanswered question because
3 I looked at it briefly and I said don't spend money
4 on this until you've got to. If you put into Miss
5 Maggie Drive, you can claim it as maintained
6 right-of-way.

7 When it terminates and it winds out into a
8 parking lot, is that part of maintaining the
9 right-of-way or is that a whole different animal
10 that you don't own? I don't know. I don't know
11 the answer to that question.

12 I have litigated and maintained right-of-ways
13 my whole career. I mean, I started out being
14 outside counsel for government agencies and doing
15 them doing for -- so I've got a lot of experience
16 with maintaining right-of-way law.

17 COMMISSIONER BAYS: So I guess I feel in my
18 opinion, I feel like almost every single one of
19 these things need to be itemized out for this board
20 to have a clear understanding. I mean, it's like
21 every time, it's a cause and effect and you keep
22 turning over a new leaf, a new leaf and a new leaf.
23 I don't -- I mean, it's as clear as mud.

24 I mean at the end of the day, we are still --
25 I feel like we are still being asked to negotiate

1 an agreement with the district that for all intents
2 purposes, they're treating it the county as though
3 we're being given a privilege to assume a
4 management agreement and operate the boat ramp at
5 our expense, or the taxpayers' expense, and they
6 get to determine if and when they want to allow us
7 to do that or stop us from doing that.

8 To me, that's really the essence of what we
9 are deciding here. Do we just fundamentally agree
10 with them until they make another decision that
11 they don't want to do it and we have the burden of
12 managing, maintaining, and expending dollars to
13 make sure it all operates only for them one day to
14 go, I don't really think I want to do this anymore.

15 ATTORNEY SPURGEON: That I don't know. I
16 mean, I can't predict --

17 COMMISSIONER BAYS: But that's really what
18 the agreement says, more or less.

19 COMMISSIONER FINEGAN: I think it says, here
20 a maybe a bad business -- that we, the State, don't
21 want. Here, county, you take it and we will allow
22 you, they are still claiming ownership of our ramp,
23 we will allow you to use the ramp.

24 And that's my point. What if we don't want
25 to? So then we don't -- it's almost like saying,

1 yeah -- it's almost like saying they do want it
2 because if we want to have any say or take care of
3 our boat ramp and everything we own, we have to
4 manage this campground to do it.

5 I don't think one should include the other.
6 I don't think we should be forced to manage
7 possibly a losing preposition for the county so we
8 can claim our ownership of our agreement.

9 (Brief pause.)

10 COMMISSIONER BAYS: Did the county initiate
11 this lawsuit or did the district initiate the
12 lawsuit?

13 ATTORNEY SPURGEON: The lawsuit was initiated
14 by the district.

15 COMMISSIONER BAYS: And what precipitated
16 them initiating the lawsuit?

17 ATTORNEY SPURGEON: I wasn't hired obviously
18 until after the lawsuit was filed. The way I you
19 understand it is that officials from the
20 district -- I'm going to use the word inartfully
21 perhaps, I am going to use the word lobbied --
22 lobbied the county and indeed individual
23 commissioners to give up or admit the county did
24 not own the boat ramp and the paved parking area.

25 I've been told that was happened on the

1 district was is that the district wanted to enter
2 into an agreement with the Department of
3 Agriculture to manage the campground. The
4 Department of Agriculture manages publically owned
5 campgrounds and public areas throughout the State.
6 And so that's what the district wanted to do.

7 And FDACS would not accept management of the
8 campground without an assurance by the district
9 that it owned and controlled all the property that
10 FDACS would manage. Well, FDACS can't say they own
11 and control all of the property because the county
12 claims ownership of the boat ramp and the paved
13 parking area.

14 And so the district's response to that coming
15 from FDACS was let's go see if we can talk the
16 county into giving up ownership. At that point,
17 they began making claims that, by God we own this
18 and we have superior title and so on.

19 I think that there were some discussion and I
20 think that the board did not agree to cede, they
21 don't own the title to the boat ramp and the paid
22 parking area. The district then filed suit.

23 Now, one of the questions that I asked at
24 mediation and we didn't get an answer, is that
25 okay, the Department of Agriculture insists that

1 whoever owns and controls all of the property under
2 management has to join in the agreement and has to
3 assert that they go along with having Department of
4 Agriculture manage it.

5 So we need a tri part agreement. We need the
6 district, Department of Agriculture and the county
7 to all three go into this agreement, let Department
8 of Agriculture manage it and Citrus County gets a
9 seat at that table if management disputes come up
10 over the way in which boat ramp, parking lot
11 access, those things are being managed.

12 I didn't get an answer to whether or not that
13 was legally possible. I just got no, that's not
14 what we're doing, and I didn't get a why.

15 COMMISSIONER BAYS: So my next question then,
16 it's my understanding that Maggie may have
17 initially had a different alignment than what is
18 currently paved.

19 ATTORNEY SPURGEON: Miss Maggie Drive, I did
20 look into this, Miss Maggie Drive back in the 1940s
21 was designed to be laid out to run, more or less,
22 east and west, although somewhat northeast to
23 southwest all the way across the county.

24 But the way it had been initially designed,
25 once it crosses that quarter section line that I'm

1 speaking of where now the campground starts south
2 of there, it would have been further north of
3 there, but it would have gone through unmitigated
4 wetlands until it reached the Chass.

5 And so a long time ago, and I don't know how
6 long ago, somebody had put Miss Maggie Drive. And
7 there is information in the request to vacate the
8 right-of-way, that Lykes Bros., quote, gave you
9 another alternative to build Miss Maggie Drive. In
10 other words, Lykes said go ahead and build it down
11 south here where you can cross uplands rather than
12 wetlands.

13 So instead of coming in like this, straight
14 to the river, it comes in like this and goes south
15 a ways. It goes west and then you can turn north
16 into the campground.

17 But then over here when you get further east
18 out of the campground, there's areas where it was
19 designed that it's not built in clearly. I mean,
20 where it was designed, that's a farfetched word,
21 where a blue line was put on the paper where it
22 should go back in the 40s.

23 When they went to build the road, there were
24 canals and wetlands. And so some of it outside of
25 the campground was also relocated for that reason.

1 But we did find stretches, as I say, that we think
2 are in the alignment based on that 1942 map because
3 Lykes Bros., I think, gave all that land to the
4 State.

5 COMMISSIONER BAYS: So Lykes gave all the
6 land to the State, but the county built the road?

7 ATTORNEY SPURGEON: Well, you're pulling a
8 couple of concepts together so let's separate them
9 out. Lykes gave to the State the right-of-way
10 clearly within the campground because there is a
11 recorded deed for that for County Road 480, what
12 was then State Road 480.

13 I think that Lykes was the source of title
14 for the remainder of the right-of-way, but I don't
15 know that. But somehow the State obtained
16 right-of-way continuing east of where the
17 campground is located now and your currently No.
18 County Road 480 is on portions of that, that design
19 right-of-way.

20 What the State used to do when they finally
21 started keeping written records, which believe me,
22 they have not always done, is they recorded
23 right-of-way maps. We own this right-of-way. They
24 recorded such a map.

25 And then there was an act of the legislature,

1 and I can't remember what year it was enacted, in
2 which many right-of-ways, which were owned and
3 maintained by the State, were transferred from the
4 State to either cities or counties.

5 County -- what is now County Road 480 had
6 been State Road 480 and that right-of-way was
7 transferred, ownership of it was transferred to
8 Citrus County by the State of Florida. And a map
9 was recorded at that time and it's in your county
10 records.

11 So now the county owns and has the right to
12 maintain and pave and so on that right-of-way,
13 which it acquired from the State of Florida. But
14 as I said, in places, the road is not on that
15 location where that blue line on the map is shown
16 because they ran into some significant structural
17 and environmental, you know, hurdles to jump at the
18 time they built the road.

19 COMMISSIONER FINEGAN: So because I know you
20 have to move your truck, here's what I --

21 COMMISSIONER DAVIS: It's not that. We are
22 running up a lot of time and I think we need to
23 bring this in for a landing.

24 COMMISSIONER FINEGAN: That's what I was
25 trying to do. Let's close this. So I am still

1 number one, just to reiterate, move forward so we
2 don't have to be in some agreement to run a
3 campground to access our boat ramp. That's number
4 one how I feel.

5 If y'all want to see if you want the
6 agreement, because maybe this is good for Citrus
7 County to manage a campground, I'm okay to wait.
8 That's where I am. But if you find that it's a
9 really bad deal, you might want to jump over and
10 say litigate.

11 COMMISSIONER BAYS: I am willing to do that.

12 COMMISSIONER FINEGAN: You guys want a
13 recess? All right. Then I will go with my
14 colleagues.

15 COMMISSIONER DAVIS: Okay. Do you have any
16 burning question that you need answered before I
17 officially recess?

18 ATTORNEY SPURGEON: I don't other than to say
19 get me whatever information you want from the
20 district as quickly as possible. Give me a person
21 or person, either through Denise or staff or both,
22 that I work with to kind of refine those questions.

23 COMMISSIONER DAVIS: Mine is just finances
24 more than anything.

25 ATTORNEY SPURGEON: We'll have to refine

1 finances down a little bit, but we can work on
2 that, make some suggestions. I will use my
3 information and my experience working in the
4 business world because this is essentially
5 government operating business.

6 COMMISSIONER DAVIS: Okay.

7 ATTORNEY SPURGEON: Thank you, Commissioners.

8 COMMISSIONER BAYS: Thank you for your time.

9 (Whereupon, the meeting was concluded at
10 11:19 a.m.)

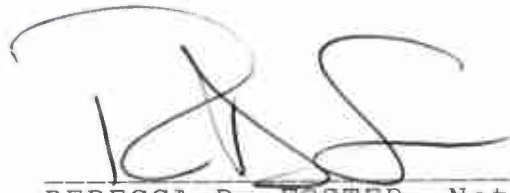
REPORTER'S CERTIFICATE

State OF FLORIDA

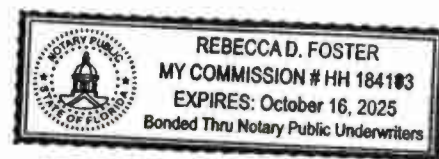
COUNTY OF CITRUS

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

WITNESS my hand and official seal this 4th day
of September, 2024.



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



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24
25

#	2014 [1] - 79:17 2022 [1] - 19:16 2023-CA-000135 [1] - 3:9 2024 [3] - 1:7, 4:20, 100:13 22 [1] - 65:9 24 [1] - 58:3	25:8, 48:22, 87:12 access [25] - 11:2, 11:15, 11:20, 12:18, 14:6, 15:12, 24:23, 25:24, 27:2, 32:22, 33:11, 34:19, 34:21, 36:2, 45:8, 45:12, 49:17, 52:13, 53:6, 54:12, 54:20, 56:13, 73:24, 94:11, 98:3 accomplish [1] - 63:17 accomplished [2] - 15:2, 63:16 accomplishing [1] - 40:20 according [1] - 43:23 account [1] - 19:24 accurate [2] - 34:1, 64:10 acquired [2] - 72:8, 97:13 act [1] - 96:25 action [1] - 38:7 actions [1] - 43:4 add [2] - 19:2, 20:5 added [2] - 23:21, 23:25 additional [4] - 14:14, 67:25, 69:11, 74:14 address [1] - 68:1 adjacent [2] - 52:22, 53:7 adjourn [1] - 61:10 adjourned [1] - 36:8 ADMINISTRATOR [5] - 16:23, 17:7, 19:16, 19:20, 63:20 administrator's [1] - 65:5 admit [4] - 9:22, 55:25, 56:1, 92:23 advanced [1] - 47:21 advantage [1] - 86:7 advantageous [1] - 62:2 adversary [1] - 25:12 advice [1] - 16:11 advise [1] - 76:2 affect [1] - 82:19 agencies [2] - 4:9, 90:14 agency [6] - 48:17, 50:18, 50:19, 87:17, 88:9 ago [3] - 79:20, 95:5, 95:6 agree [27] - 17:19, 24:19, 24:24, 28:7, 28:9, 31:16, 32:14,	35:5, 38:15, 48:2, 48:5, 48:16, 50:13, 51:10, 55:20, 66:7, 72:3, 73:19, 74:14, 75:2, 76:14, 78:7, 81:14, 82:3, 91:9, 93:20 agreed [5] - 4:16, 8:17, 37:9, 40:22, 81:5 agreeing [2] - 78:12, 81:16 agreement [139] - 4:4, 4:10, 4:17, 4:20, 4:22, 5:9, 5:11, 5:19, 5:24, 6:2, 6:7, 6:8, 6:11, 6:15, 6:17, 7:8, 7:14, 7:15, 7:19, 8:14, 8:19, 8:20, 8:21, 8:24, 8:25, 9:5, 9:7, 9:15, 9:17, 9:25, 10:5, 10:7, 10:10, 10:15, 10:20, 11:2, 11:6, 11:7, 11:9, 11:14, 11:23, 12:11, 12:23, 13:11, 13:17, 14:10, 15:5, 15:11, 16:14, 18:8, 18:9, 18:15, 18:18, 18:23, 20:21, 21:7, 25:9, 26:3, 26:16, 27:19, 27:21, 27:23, 30:5, 31:9, 32:4, 33:19, 33:20, 33:24, 34:17, 35:7, 35:8, 36:13, 36:15, 38:7, 38:15, 38:17, 39:12, 39:16, 41:6, 47:6, 48:20, 48:22, 50:13, 53:13, 55:7, 56:10, 56:23, 59:2, 59:4, 59:7, 59:11, 59:25, 60:7, 62:5, 63:2, 63:22, 64:12, 64:23, 66:2, 70:1, 70:4, 70:7, 73:20, 73:21, 74:8, 75:3, 75:4, 75:12, 75:17, 75:24, 76:9, 78:3, 78:17, 79:2, 79:11, 80:4, 80:13, 81:3, 81:6, 81:7, 81:11, 83:20, 84:23, 87:7, 87:11, 87:25, 88:2, 88:3, 91:1, 91:4, 91:18, 92:8, 93:2, 94:2, 94:5, 94:7, 98:2, 98:6 agreements [5] - 5:13, 6:1, 41:7, 57:10, 75:18	Agriculture [7] - 26:19, 93:3, 93:4, 93:25, 94:4, 94:6, 94:8 ahead [10] - 3:6, 6:11, 11:4, 24:10, 37:24, 41:6, 54:17, 73:5, 74:22, 95:10 ain't [1] - 27:9 airport [1] - 78:24 alignment [2] - 94:17, 96:2 allocate [1] - 20:17 allow [7] - 33:3, 34:19, 58:5, 70:1, 91:6, 91:21, 91:23 allowing [2] - 64:2, 88:14 allows [2] - 36:2, 70:4 almost [4] - 51:22, 90:18, 91:25, 92:1 alright [1] - 12:23 ALSO [1] - 2:9 alternative [1] - 95:9 altogether [1] - 57:10 ambiguity [2] - 9:17, 10:4 amended [2] - 79:3 amenities [1] - 86:8 amount [5] - 62:16, 65:2, 65:17, 79:17, 81:23 amounts [2] - 81:4, 81:17 and.. [1] - 63:6 angle [1] - 83:17 animal [1] - 90:9 answer [18] - 12:17, 12:25, 13:5, 13:8, 17:18, 22:22, 23:2, 24:14, 26:6, 26:8, 31:14, 32:11, 77:21, 79:9, 83:9, 90:11, 93:24, 94:12 answered [4] - 14:16, 23:1, 72:25, 98:16 anticipated [1] - 7:6 anyway [2] - 43:25, 49:18 apologize [3] - 30:18, 38:1, 48:4 Apopka [1] - 1:10 APPEARANCES [1] - 2:1 apple [1] - 8:25 appreciate [1] - 48:25 appropriation [1] - 75:14 appropriations [1] - 29:4
#101 [1] - 1:10				
\$				
\$100,000 [1] - 86:18 \$103,000 [5] - 17:1, 19:15, 19:17, 19:23, 86:18 \$50,000 [1] - 86:19				
'				
'22 [1] - 16:4 '90s [1] - 8:11				
1	3 30 [2] - 57:11, 83:9 34450 [1] - 1:11			
10 [4] - 12:13, 12:20, 12:24, 17:13 10th [1] - 4:2 110 [1] - 1:10 11:19 [1] - 99:10 12 [4] - 29:11, 32:5, 58:3, 87:17 12-month [7] - 15:11, 21:6, 28:10, 40:6, 74:5, 77:9, 80:1 12-months' [1] - 11:7 14 [1] - 79:19 15 [1] - 58:3 16 [1] - 4:20 17A [1] - 10:7 18 [1] - 58:3 1940s [1] - 94:20 1942 [1] - 96:2 1990's [1] - 11:9 1:00:16:9 [1] - 45:5 1:05:09:2 [1] - 48:14 1:11:49:3 [1] - 52:22 1:19:50:3 [1] - 58:19 1:36:34:5 [1] - 71:8 1:37:56:1 [1] - 72:6 1:52:18:7 [1] - 82:16 1:55:51:4 [1] - 85:19	4 4 [1] - 1:7 40 [2] - 57:11, 58:2 40s [1] - 95:22 480 [8] - 22:10, 22:16, 47:17, 96:11, 96:12, 96:18, 97:5, 97:6 4:30 [1] - 56:8 4th [1] - 100:12			
	5 50 [2] - 30:1, 77:10 51:09:2 [1] - 38:9 52:36:9 [1] - 39:15 55:27:8 [1] - 41:14 5A [1] - 8:24			
	9 90s [1] - 64:8 99-year [1] - 28:20 9:00 [1] - 1:8			
	A a.m [2] - 1:8, 99:10 ability [5] - 14:17, 15:22, 27:23, 70:14, 70:19 able [4] - 24:5, 36:25, 88:1, 88:4 absolute [2] - 22:22, 41:25 absolutely [6] - 10:6, 25:15, 36:21, 67:10, 73:19, 89:17 accept [13] - 7:13, 9:7, 36:21, 46:6, 48:21, 63:13, 71:24, 72:2, 73:3, 73:9, 77:6, 87:10, 93:7 acceptable [1] - 60:7 accepted [1] - 8:10 accepting [4] - 6:19,			
2 20 [8] - 17:14, 28:8, 29:23, 29:24, 65:17, 75:20, 78:18, 88:6 20-plus [1] - 57:11 20-year [13] - 6:1, 15:10, 28:9, 28:15, 28:25, 63:2, 75:12, 75:24, 79:24, 80:4, 83:19, 87:7, 87:25 2009 [2] - 79:2, 79:10 2010 [1] - 79:16				

approval [1] - 4:11
approve [5] - 4:15, 6:11, 59:2, 60:2, 62:23
approved [6] - 6:12, 6:15, 30:5, 36:10, 36:12, 38:6
approving [1] - 7:8
area [12] - 8:9, 8:18, 22:10, 42:18, 47:16, 48:18, 49:4, 74:1, 86:7, 92:24, 93:13, 93:22
areas [2] - 93:5, 95:18
argument [4] - 13:13, 13:25, 15:8, 21:25
arguments [1] - 8:16
arise [1] - 11:17
ascertains [1] - 72:9
aspect [1] - 40:2
assert [1] - 94:3
asserted [1] - 14:13
assess [1] - 85:22
assets [2] - 11:20, 17:25
assisting [1] - 3:24
associate [1] - 3:14
assume [3] - 4:18, 13:8, 91:3
assumed [1] - 32:25
assurance [2] - 11:13, 93:8
assurances [1] - 59:3
assured [1] - 40:17
assurity [1] - 28:12
attendance [1] - 3:3
attention [1] - 57:2
attorney [11] - 10:17, 13:7, 17:12, 21:15, 43:13, 43:24, 44:13, 63:12, 81:3, 83:22, 83:23
ATTORNEY [111] - 2:7, 2:8, 3:2, 3:6, 3:13, 3:15, 3:17, 3:21, 5:1, 5:8, 13:20, 14:24, 15:18, 15:20, 16:1, 16:6, 17:19, 18:7, 19:22, 21:15, 23:19, 23:24, 26:6, 27:6, 27:25, 28:1, 28:2, 29:2, 30:2, 33:7, 36:7, 37:15, 37:17, 37:22, 37:25, 38:12, 38:13, 38:15, 38:23, 39:2, 39:9, 44:14, 45:3, 45:19, 45:22, 47:13, 47:22, 50:25, 54:8, 54:23, 54:25, 55:9, 55:22,

56:6, 56:7, 56:19, 57:1, 57:14, 57:25, 58:23, 59:23, 60:1, 60:4, 61:9, 61:15, 64:4, 64:11, 64:16, 65:25, 66:9, 66:13, 66:19, 70:6, 70:13, 70:23, 71:14, 71:22, 73:18, 74:6, 74:25, 75:10, 76:12, 78:20, 78:23, 79:1, 79:9, 79:19, 80:3, 81:5, 81:18, 81:22, 81:25, 83:1, 83:6, 83:21, 84:21, 84:25, 85:14, 85:20, 86:6, 88:23, 89:2, 89:21, 91:15, 92:13, 92:17, 94:19, 96:7, 98:18, 98:25, 99:7

Attorney [5] - 16:6, 47:8, 66:8, 77:24, 79:7

ATTORNEY/CLIENT [1] - 1:5

attorney/client [1] - 3:7

attorneys [4] - 14:19, 67:9, 67:11, 77:16

attorneys' [3] - 6:5, 10:13, 84:15

authority [1] - 60:1

authorized [1] - 100:7

available [3] - 27:2, 66:4, 86:11

Ave [1] - 1:10

aware [1] - 49:18

B

backed [1] - 55:14

backing [2] - 52:16, 58:13

bad [6] - 24:9, 41:23, 49:20, 62:21, 91:20, 98:9

balance [3] - 18:22, 45:6, 69:4

ball [2] - 83:17, 84:19
bargaining [1] - 50:23

base [1] - 59:16

based [2] - 74:15, 96:2

basic [1] - 87:5

basis [1] - 83:12

bathrooms [3] - 69:11, 69:15, 86:9

battle [1] - 17:16

Bays [18] - 14:20, 19:13, 20:3, 25:13, 26:7, 28:4, 40:12,

41:17, 45:21, 45:23, 46:20, 61:19, 65:11, 67:2, 72:21, 76:7, 79:10, 81:21

BAYS [31] - 2:3, 15:1, 20:4, 25:14, 28:6, 29:21, 40:13, 46:21, 47:19, 48:12, 50:12, 61:20, 76:8, 76:14, 76:20, 78:17, 79:15, 79:21, 80:15, 86:21, 87:3, 87:5, 89:18, 90:17, 91:17, 92:10, 92:15, 94:15, 96:5, 98:11, 99:8

Bays' [2] - 24:18, 34:23

bear [1] - 6:5

become [3] - 6:12, 7:3, 7:5

began [2] - 79:12, 93:17

begin [2] - 40:17, 41:2

beginning [3] - 6:16, 41:19, 89:1

behalf [1] - 87:9

behind [2] - 49:19, 57:15

belief [1] - 45:15

beneficial [1] - 10:18

benefit [1] - 16:21

benefits [1] - 57:24

benefitting [1] - 17:9

best [5] - 22:12, 27:23, 46:2, 46:4, 61:13

better [3] - 29:15, 81:21, 88:20

between [16] - 5:11, 5:13, 5:20, 6:2, 10:20, 26:23, 36:13,

36:18, 38:17, 59:4, 75:3, 75:4, 79:16,

81:7, 81:19, 81:25

beyond [1] - 52:19

bidding [1] - 7:11

big [2] - 6:19, 6:22

bigger [1] - 89:4

bills [1] - 84:15

bit [4] - 35:10, 46:22, 65:13, 99:1

bits [1] - 85:1

blame [1] - 57:19

blaming [1] - 55:11

bleeding [2] - 60:14, 67:13

blew [1] - 41:25

blue [3] - 23:8, 95:21, 97:15

board [27] - 6:15, 7:13, 30:5, 36:9, 36:12,

38:6, 38:8, 38:21, 40:22, 41:5, 41:7, 43:21, 59:2, 60:8, 61:2, 61:7, 61:12, 62:3, 72:14, 73:7, 74:4, 80:20, 88:18, 90:19, 93:20

boards [2] - 4:12, 4:16

boat [82] - 8:2, 8:9, 8:18, 11:15, 13:3,

14:5, 15:4, 15:7, 17:23, 18:6, 19:4,

25:15, 25:24, 27:1, 27:15, 28:14, 29:14,

29:17, 31:4, 31:22, 33:4, 34:18, 40:19,

43:6, 43:15, 45:15, 47:12, 47:15, 48:23,

49:2, 49:5, 49:9, 49:14, 49:19, 50:22,

51:1, 51:22, 52:2, 52:18, 53:3, 53:22,

54:3, 56:12, 60:14, 62:8, 63:18, 63:24,

64:8, 67:14, 67:17, 68:1, 68:13, 68:16,

68:19, 68:23, 69:9, 69:13, 69:25, 70:1,

70:9, 71:2, 71:10, 73:25, 79:18, 82:11,

85:22, 86:21, 87:2, 87:15, 88:22, 88:25,

89:4, 89:7, 89:12, 89:19, 91:4, 92:3,

92:24, 93:12, 93:21, 94:10, 98:3

boats [1] - 69:1

body [1] - 51:7

born [2] - 18:21, 18:22

bought [1] - 32:24

break [1] - 25:5

Brief [1] - 92:9

briefly [1] - 90:3

bring [3] - 73:16, 75:16, 97:23

bringing [1] - 31:9

brings [2] - 71:7, 86:22

broke [1] - 44:19

Bros [4] - 8:7, 19:7,

95:8, 96:3

brought [3] - 38:10, 39:7, 56:8

budget [2] - 18:19, 18:21

build [7] - 24:8, 29:16, 65:3, 89:25, 95:9,

95:10, 95:23

build-up [1] - 65:3

building [1] - 23:9

built [4] - 59:19, 95:19, 96:6, 97:18
burden [2] - 85:24, 91:11

burning [1] - 98:16

business [6] - 62:15, 87:22, 88:21, 91:20, 99:4, 99:5

buying [3] - 33:20, 33:22, 69:14

C

calculate [1] - 62:9

calculated [1] - 34:5

calm [1] - 56:20

campground [65] - 7:20, 7:25, 8:1, 8:4,

8:15, 15:6, 16:15, 16:20, 17:9, 20:19,

22:6, 25:2, 25:23, 26:17, 27:16, 29:14,

29:17, 29:20, 31:21, 34:2, 34:7, 56:11,

62:6, 62:13, 64:5, 64:24, 67:16, 67:18,

67:19, 67:20, 68:4, 68:14, 69:17, 70:8,

70:17, 70:21, 70:24, 71:1, 71:9, 80:4,

80:5, 81:9, 82:4, 82:10, 85:5, 85:16,

86:15, 86:20, 87:14, 89:3, 89:10, 89:11,

89:15, 92:4, 93:3, 93:8, 95:1, 95:16,

95:18, 95:25, 96:10, 96:17, 98:3, 98:7

Campground [1] - 4:19

campground's [1] - 81:23

campgrounds [2] - 82:6, 93:5

camping [2] - 85:7, 85:8

canals [1] - 95:24

cannot [3] - 9:4, 26:10, 55:20

capital [3] - 18:19, 18:20, 19:1

care [3] - 42:15, 92:2

career [1] - 90:13

careful [1] - 80:1

carefully [1] - 39:17

cares [1] - 23:13

carry [2] - 33:19, 33:20

case [12] - 3:7, 3:9, 5:15, 23:23, 24:3,

24:4, 24:6, 25:19,
38:23, 39:4, 42:2,
58:14
cases [1] - 57:21
categories [1] - 85:2
causes [2] - 45:9,
45:12
caution [1] - 82:17
caveat [1] - 17:19
cede [3] - 49:8, 50:6,
93:20
census [1] - 45:5
cents [2] - 72:16, 82:3
certain [4] - 26:22,
36:14, 53:1, 75:4
certainly [5] - 21:24,
46:16, 49:12, 49:17,
50:9
CERTIFICATE [1] -
100:1
certified [1] - 22:19
certify [1] - 100:6
Chair [2] - 3:10, 37:22
chance [1] - 3:23
change [4] - 46:16,
74:9, 74:15, 81:19
changed [5] - 9:13,
36:15, 41:1, 46:15,
46:18
changes [6] - 39:6,
39:21, 72:2, 77:1,
77:7, 78:8
changing [2] - 17:6,
74:7
character [1] - 7:1
characterize [1] - 70:6
charge [5] - 13:2,
63:24, 64:15, 65:15,
68:20
charging [3] - 64:13,
64:20, 67:17
Chass [7] - 24:23,
34:21, 49:17, 51:8,
53:16, 53:19, 95:4
Chassahowitzka [5] -
4:19, 31:3, 33:9,
50:21, 51:3
check [1] - 78:16
checked [1] - 16:24
checks [1] - 32:2
Cheeks [1] - 29:7
choice [1] - 76:19
choices [1] - 71:6
chose [1] - 55:4
circle [3] - 32:12,
41:22, 86:23
cities [1] - 97:4
citizen [1] - 42:18
citizens [3] - 25:24,
45:1, 87:10

citizens' [1] - 44:23
CITRUS [1] - 100:4
Citrus [33] - 1:9, 3:9,
4:17, 5:11, 5:13,
5:16, 6:2, 8:8, 11:14,
11:21, 13:13, 13:19,
18:10, 18:16, 18:22,
20:15, 21:3, 22:4,
22:7, 26:16, 26:21,
27:14, 27:15, 42:19,
50:22, 56:11, 59:5,
70:7, 87:10, 88:20,
94:8, 97:8, 98:6
claim [13] - 10:1,
13:18, 18:24, 43:9,
43:14, 43:18, 47:14,
47:15, 48:10, 48:14,
48:17, 90:5, 92:8
claimed [1] - 9:22
claiming [3] - 9:22,
87:1, 91:22
claims [4] - 8:8, 42:25,
93:12, 93:17
clarification [1] -
19:14
clarifications [3] -
7:15, 38:20, 38:22
clause [2] - 10:14,
29:22
clean [5] - 12:11,
13:17, 58:20, 63:12,
65:13
cleaned [2] - 35:16,
35:17
clear [8] - 3:10, 10:6,
41:12, 74:9, 74:11,
75:1, 90:20, 90:23
clearly [4] - 61:7,
74:20, 95:19, 96:10
client [3] - 26:13,
26:14, 60:2
clock [1] - 59:13
close [9] - 12:13, 27:4,
43:25, 48:18, 49:10,
54:19, 55:13, 69:6,
97:25
closed [2] - 49:2,
70:16
closer [1] - 71:8
closes [1] - 50:19
closing [5] - 49:20,
49:24, 49:25, 50:2,
50:5
colleague [1] - 17:11
colleague's [1] - 13:25
colleagues [1] - 98:14
collect [1] - 69:18
collected [1] - 19:17
colleges [1] - 68:10
comfortable [2] -

75:1, 78:14
coming [5] - 41:21,
47:5, 59:14, 93:14,
95:13
commence [1] - 3:7
comment [3] - 10:3,
28:25, 33:23
comments [2] - 24:18,
49:25
commission [3] -
16:18, 34:17, 48:25
commissioner [11] -
24:16, 25:13, 28:17,
31:11, 31:12, 42:17,
56:15, 61:19, 67:6,
76:7, 79:16
Commissioner [34] -
13:21, 13:22, 14:20,
15:19, 19:13, 20:3,
24:18, 26:7, 28:4,
28:5, 31:6, 31:7,
33:7, 34:22, 40:12,
41:16, 44:22, 45:21,
45:23, 46:20, 47:23,
48:24, 60:9, 63:9,
65:7, 65:11, 67:2,
72:21, 75:23, 75:24,
78:8, 79:7, 79:10,
81:21
COMMISSIONER [183]
- 2:2, 2:3, 2:4, 2:5,
3:5, 3:19, 11:25,
13:22, 13:24, 14:20,
14:21, 14:23, 15:1,
15:16, 15:25, 16:5,
16:18, 16:19, 17:5,
17:10, 18:4, 19:12,
19:18, 19:21, 20:1,
20:4, 24:16, 24:17,
25:13, 25:14, 27:4,
28:4, 28:6, 28:17,
28:18, 29:10, 29:21,
31:6, 31:8, 32:18,
32:20, 33:13, 33:16,
33:22, 34:22, 35:6,
36:4, 37:23, 39:6,
39:20, 39:23, 40:13,
41:3, 41:10, 41:16,
42:7, 42:8, 42:23,
43:23, 44:25, 45:20,
46:20, 46:21, 47:19,
47:20, 48:12, 49:8,
50:12, 50:24, 54:21,
55:2, 56:4, 56:15,
56:16, 56:22, 57:6,
57:23, 58:9, 60:9,
60:10, 61:1, 61:4,
61:6, 61:12, 61:13,
61:19, 61:20, 63:7,
63:10, 63:19, 65:7,

65:10, 66:7, 66:11,
66:17, 67:5, 67:7,
68:8, 68:12, 68:17,
69:19, 69:21, 69:24,
70:3, 70:10, 70:20,
71:7, 71:20, 71:23,
71:25, 72:2, 72:3,
72:11, 72:13, 72:17,
72:19, 72:22, 72:24,
73:1, 73:4, 73:10,
73:12, 74:3, 74:13,
74:16, 74:18, 76:5,
76:8, 76:14, 76:15,
76:17, 76:20, 76:25,
77:3, 77:15, 78:3,
78:5, 78:13, 78:17,
78:21, 79:5, 79:15,
79:21, 80:15, 80:22,
80:23, 81:16, 82:14,
82:22, 83:5, 83:16,
84:11, 84:14, 84:22,
85:11, 85:17, 85:24,
86:12, 86:21, 86:22,
87:3, 87:4, 87:5,
88:17, 88:24, 89:14,
89:18, 90:17, 91:17,
91:19, 92:10, 92:15,
94:15, 96:5, 97:19,
97:21, 97:24, 98:11,
98:12, 98:15, 98:23,
99:6, 99:8
commissioners [1] -
92:23
Commissioners [5] -
3:22, 30:16, 37:4,
63:21, 99:7
communicate [1] -
82:24
community [1] - 16:24
complete [2] - 32:15,
100:9
completed [1] - 9:13
completely [5] - 19:3,
28:15, 28:24, 35:5,
57:24
compromise [1] -
20:12
con [1] - 6:22
concepts [1] - 96:8
concerned [3] - 40:1,
40:25, 41:8
concerns [3] - 15:2,
83:18, 84:24
concession [1] -
73:21
concluded [1] - 99:9
condition [2] - 59:22,
62:8
confident [2] - 47:10,
47:17

confidential [1] - 6:9
confidentiality [3] -
26:10, 38:24, 39:4
confused [2] - 3:20,
5:15
cons [1] - 6:19
consensus [7] -
37:24, 38:21, 39:21,
41:5, 74:9, 77:5
consider [2] - 26:13,
63:23
considerable [1] -
21:18
considerably [1] -
24:4
consideration [1] -
63:21
considered [1] - 53:5
construed [1] - 9:18
consult [1] - 83:21
consulting [1] - 22:14
continue [10] - 14:6,
16:13, 21:9, 24:9,
33:4, 33:24, 42:10,
43:14, 58:24, 61:21
continued [11] - 11:1,
11:14, 11:20, 15:10,
15:12, 25:24, 34:19,
36:2, 36:8, 56:11,
73:24
continues [2] - 24:23,
60:20
continuing [5] - 14:1,
14:9, 24:21, 25:12,
96:16
contract [14] - 4:24,
5:17, 7:9, 15:23,
15:25, 16:3, 16:4,
16:25, 20:19, 26:18,
26:22, 29:3, 29:7,
40:5
contracted [3] - 80:11,
80:17, 86:16
contracting [1] -
31:20
control [13] - 4:18,
27:14, 27:15, 27:16,
28:12, 29:19, 30:19,
48:20, 48:23, 65:20,
65:21, 88:12, 93:11
controlled [1] - 93:9
controlling [1] - 54:12
controls [2] - 52:6,
94:1
convenience [1] -
29:4
conversation [1] -
25:14
conversations [1] -
26:12

convince [1] - 26:15
cooperative [4] -
 83:12, 83:17, 84:23,
 86:3
cooperatively [1] -
 84:8
corners [2] - 12:22,
 23:17
corporate [1] - 5:5
correct [6] - 18:13,
 24:2, 38:12, 44:23,
 64:3, 89:22
corrections [2] -
 73:13, 73:14
correctly [1] - 64:1
cost [9] - 17:13, 23:21,
 23:25, 34:20, 34:21,
 55:2, 74:8, 82:5,
 87:16
costly [1] - 6:21
costs [4] - 6:5, 18:17,
 35:4, 67:18
counsel [8] - 6:16,
 36:19, 47:4, 54:23,
 66:5, 66:6, 66:21,
 90:14
counties [2] - 68:25,
 97:4
county [81] - 4:8, 5:20,
 7:8, 8:17, 9:1, 9:4,
 9:9, 9:21, 9:23,
 10:17, 10:20, 11:1,
 15:4, 15:6, 16:13,
 16:14, 16:21, 17:6,
 19:8, 22:1, 22:7,
 22:14, 22:20, 23:25,
 26:1, 26:5, 34:3,
 34:16, 34:21, 36:13,
 38:18, 42:3, 43:4,
 43:12, 43:21, 43:24,
 47:10, 47:16, 49:4,
 49:13, 49:24, 50:2,
 51:19, 55:3, 59:18,
 64:5, 64:16, 64:25,
 68:21, 69:1, 69:2,
 69:22, 70:17, 75:3,
 75:5, 80:5, 81:8,
 81:19, 82:1, 82:3,
 83:22, 83:23, 85:21,
 89:15, 89:23, 89:25,
 91:2, 91:21, 92:7,
 92:10, 92:22, 92:23,
 93:11, 93:16, 94:6,
 94:23, 96:6, 97:5,
 97:9, 97:11
County [40] - 1:9, 3:9,
 4:18, 5:11, 5:14,
 5:17, 6:2, 8:8, 11:14,
 11:21, 13:13, 13:19,
 16:6, 18:10, 18:17,

18:22, 20:15, 21:3,
 22:4, 22:7, 22:9,
 22:16, 26:16, 26:21,
 27:14, 27:15, 33:2,
 42:19, 50:22, 56:12,
 59:5, 70:7, 87:10,
 88:20, 94:8, 96:11,
 96:18, 97:5, 97:8,
 98:7
COUNTY [6] - 16:23,
 17:7, 19:16, 19:20,
 63:20, 100:4
county's [2] - 64:6,
 86:8
couple [4] - 23:12,
 28:18, 44:18, 96:8
course [8] - 6:20,
 6:21, 7:4, 8:8, 14:1,
 14:22, 18:24, 31:9
court [9] - 10:10,
 10:11, 11:18, 23:1,
 35:21, 35:25, 37:9,
 57:21, 71:3
COURT [1] - 1:13
Court [4] - 1:14, 3:4,
 57:20, 100:6
Courthouse [1] - 1:9
courts [1] - 58:5
cover [5] - 25:6, 62:14,
 67:18, 67:19, 68:6
covers [1] - 34:6
cow [1] - 23:10
create [1] - 9:1
creates [1] - 51:11
creative [4] - 46:11,
 56:2, 56:4, 56:7
credit [3] - 49:14,
 50:4, 50:6
criteria [1] - 71:19
cross [2] - 8:5, 95:11
crosses [1] - 94:25
current [3] - 69:4,
 85:17, 85:18

D

D.C [1] - 2:5
date [3] - 4:21, 4:25,
 32:8
DATE [1] - 1:7
DAVIS [71] - 2:2, 3:5,
 3:19, 13:22, 14:20,
 14:23, 15:16, 15:25,
 16:5, 16:18, 19:12,
 19:18, 19:21, 20:1,
 24:16, 25:13, 28:4,
 28:17, 31:6, 36:4,
 37:23, 39:6, 39:20,
 39:23, 41:10, 45:20,
 46:20, 47:20, 50:24,

56:4, 56:15, 60:9,
 61:1, 61:6, 61:13,
 61:19, 63:7, 63:19,
 65:7, 66:7, 66:11,
 66:17, 67:5, 68:8,
 71:23, 72:2, 72:11,
 72:17, 72:22, 73:1,
 73:10, 74:13, 74:18,
 76:5, 76:15, 78:5,
 79:5, 80:22, 82:22,
 83:5, 83:16, 84:14,
 84:22, 85:11, 85:17,
 85:24, 87:4, 97:21,
 98:15, 98:23, 99:6
days [3] - 46:1, 58:4,
 83:9
deadlines [1] - 59:14
deal [6] - 32:13, 34:8,
 50:25, 59:21, 63:13,
 98:9
dealing [1] - 61:25
decades [1] - 23:14
decide [5] - 43:7,
 43:17, 63:22, 70:21,
 89:2
decided [2] - 30:24,
 49:10
deciding [3] - 78:6,
 78:10, 91:9
decision [5] - 16:8,
 61:5, 65:8, 81:25,
 91:10
decisions [1] - 42:12
declaration [1] - 24:11
deed [1] - 96:11
deeded [1] - 8:6
deemed [1] - 9:1
deep [1] - 67:15
default [1] - 57:5
defend [1] - 43:5
defending [1] - 14:5
defense [1] - 55:9
deferred [1] - 87:19
definitive [1] - 50:14
demarcation [2] -
 51:11, 52:4
denied [2] - 37:11,
 48:6
DENISE [1] - 2:8
Denise [1] - 98:21
Denise's [1] - 63:8
deny [2] - 56:1
DEP [3] - 33:1, 49:22,
 53:17
Department [8] -
 26:18, 30:20, 93:2,
 93:4, 93:25, 94:3,
 94:6, 94:7
depositions [1] -
 30:13

depth [1] - 60:20
design [1] - 96:18
designated [1] - 53:21
designed [4] - 94:21,
 94:24, 95:19, 95:20
destination [1] - 29:17
detail [1] - 18:16
details [6] - 39:15,
 65:5, 75:11, 76:23,
 80:20, 87:25
determination [3] -
 6:23, 15:10, 51:9
determine [4] - 21:10,
 23:17, 24:6, 91:6
determining [1] -
 59:16
Diamond [1] - 79:8
DIAMOND [34] - 3:2,
 3:6, 5:1, 15:20, 16:1,
 19:22, 23:19, 27:25,
 28:2, 29:2, 37:15,
 37:22, 37:25, 38:13,
 38:23, 45:19, 45:22,
 54:8, 54:23, 55:22,
 56:6, 59:23, 60:4,
 61:9, 61:15, 64:11,
 65:25, 66:9, 66:13,
 66:19, 75:10, 76:12,
 78:20, 78:23
DIAMOND-LYN [1] -
 38:13
Diamond-Lyn [1] -
 79:8
DIANA [1] - 2:4
difference [1] - 75:9
different [11] - 5:2,
 24:25, 46:22, 51:20,
 54:3, 60:12, 74:19,
 81:13, 84:1, 90:9,
 94:17
difficult [3] - 53:23,
 54:7, 67:22
diligence [1] - 87:9
directed [3] - 6:10,
 44:3, 55:10
direction [11] - 4:14,
 4:15, 27:17, 27:18,
 27:20, 37:7, 60:6,
 63:11, 64:6, 66:5,
 67:10
dirt [1] - 51:5
disagree [2] - 14:1,
 86:4
disagreed [2] - 43:8,
 43:11
discovered [1] - 48:9
discovery [7] - 30:14,
 48:5, 48:7, 48:8,
 59:15, 60:20, 83:8
discuss [1] - 36:22

discussed [2] - 30:3,
 61:16
discussing [1] - 32:10
discussion [3] - 37:4,
 74:7, 93:19
discussions [1] - 7:1
dismiss [1] - 58:7
dismissed [1] - 6:4
displaced [1] - 79:22
dispute [1] - 11:17
disputes [1] - 94:9
District [3] - 3:8, 4:7,
 25:22
district [77] - 4:7, 4:9,
 4:21, 5:12, 5:14,
 5:20, 6:3, 6:14, 7:19,
 8:7, 8:15, 8:16, 8:17,
 9:5, 9:9, 10:20,
 11:11, 18:21, 18:24,
 20:20, 24:18, 24:24,
 25:10, 26:15, 26:17,
 26:23, 35:20, 36:9,
 36:14, 36:21, 37:9,
 38:17, 47:24, 48:2,
 48:19, 51:19, 54:24,
 55:3, 55:12, 56:10,
 59:1, 59:5, 59:10,
 61:22, 62:19, 62:22,
 64:2, 64:17, 70:24,
 73:23, 75:3, 75:5,
 77:9, 80:9, 81:7,
 81:20, 82:12, 82:23,
 83:2, 84:3, 84:7,
 84:18, 85:10, 87:16,
 88:9, 89:10, 91:1,
 92:11, 92:14, 92:20,
 93:1, 93:6, 93:8,
 93:22, 94:6, 98:20
district's [3] - 6:15,
 70:14, 93:14
divest [3] - 9:10, 10:6,
 73:20
divesting [2] - 9:18,
 10:23
divided [1] - 68:25
dock [1] - 52:23
dockage [1] - 53:2
docking [1] - 54:3
docks [1] - 51:1
dollar [2] - 81:4, 81:17
dollars [10] - 20:8,
 60:21, 68:15, 69:6,
 82:2, 82:11, 82:13,
 88:7, 88:11, 91:12
done [17] - 7:10, 8:10,
 12:19, 13:6, 18:6,
 29:1, 30:14, 32:21,
 41:19, 49:2, 58:2,
 59:20, 63:3, 63:5,
 72:6, 85:23, 96:22

dot [1] - 78:16
doubt [1] - 33:5
down [43] - 6:24, 12:9, 15:15, 20:8, 21:9, 24:21, 25:1, 29:1, 31:12, 31:13, 31:15, 32:19, 33:5, 40:16, 41:1, 45:11, 46:10, 46:24, 47:4, 48:18, 48:21, 49:25, 50:2, 50:5, 50:19, 51:24, 52:9, 52:16, 53:14, 54:9, 54:11, 55:4, 55:13, 56:21, 60:17, 71:1, 71:2, 71:9, 71:11, 76:1, 76:9, 95:10, 99:1
dozen [1] - 75:8
draft [1] - 6:16
drafting [2] - 38:17, 38:25
drafts [2] - 36:17, 36:18
drawn [1] - 44:21
drive [1] - 13:14
Drive [20] - 7:22, 7:25, 8:13, 11:16, 19:5, 19:6, 24:7, 24:12, 27:3, 47:11, 47:14, 56:13, 70:15, 74:1, 89:9, 90:5, 94:19, 94:20, 95:6, 95:9
driving [3] - 56:25, 57:1, 82:2
drop [4] - 56:17, 56:22, 57:9, 58:16
due [1] - 87:9
during [2] - 18:9, 39:7
DYMOND [1] - 2:8

E

early [1] - 65:1
earn [1] - 16:21
earth [1] - 17:5
earth-shaking [1] - 17:5
easier [1] - 44:12
easily [1] - 88:6
east [3] - 7:22, 95:17, 96:16
eat [1] - 94:22
economy [1] - 17:2
effect [1] - 90:21
effective [1] - 4:20
effectively [1] - 87:22
either [21] - 10:9, 11:6, 11:8, 17:15, 38:7, 40:3, 43:12, 50:14, 51:19, 55:25, 58:11,

61:9, 78:6, 78:7, 78:9, 78:12, 82:15, 86:4, 88:8, 97:4, 98:21
Elaine [1] - 5:3
elected [1] - 42:11
eliminate [1] - 8:19
eluding [1] - 16:7
enacted [1] - 97:1
encouraging [1] - 13:11
end [10] - 6:25, 17:3, 21:19, 21:20, 27:13, 31:24, 67:24, 70:15, 78:18, 90:24
ended [1] - 47:3
ending [1] - 47:6
ends [3] - 6:20, 12:7, 42:14
enforce [1] - 10:9
engaging [1] - 46:25
engineers [1] - 85:21
enter [5] - 16:14, 52:13, 75:11, 83:19, 93:1
entire [2] - 27:16, 89:25
entities [3] - 12:2, 17:13, 67:24
entity [13] - 4:6, 5:2, 5:5, 5:18, 5:19, 25:11, 42:13, 43:25, 44:9, 51:14, 51:20, 80:12, 89:4
envelope [1] - 40:24
environment [1] - 31:5
environmental [6] - 45:5, 45:10, 45:12, 48:18, 53:25, 97:17
Environmental [1] - 30:21
err [1] - 82:17
essence [2] - 69:24, 91:8
essentially [2] - 17:8, 99:4
establish [1] - 70:11
exact [1] - 33:13
exactly [9] - 23:17, 23:18, 32:21, 32:23, 33:14, 63:16, 64:12, 87:12, 88:17
example [2] - 9:19, 29:15
except [2] - 68:19, 72:20
exchange [2] - 36:17, 36:18
execute [2] - 4:17, 40:4

execution [1] - 6:2
executive [2] - 38:4, 38:8
exercise [5] - 29:19, 29:25, 73:23, 77:9, 87:16
exercises [1] - 48:19
exist [1] - 5:11
existing [1] - 81:10
expected [1] - 68:1
expend [3] - 23:2, 60:21, 88:6
expended [2] - 19:8, 88:11
expending [3] - 20:15, 65:23, 91:12
expense [4] - 26:2, 34:24, 91:5
expenses [16] - 14:4, 25:4, 25:7, 30:1, 31:22, 33:25, 34:6, 40:7, 60:18, 62:14, 67:20, 67:21, 67:25, 68:7, 77:11, 79:23
experience [4] - 33:2, 48:25, 90:15, 99:3
expert [2] - 16:10, 49:12
experts [1] - 59:15
expiration [1] - 18:8
expired [1] - 80:14
expires [1] - 4:24
explaining [1] - 23:20
extend [1] - 32:6
extended [3] - 79:3, 79:4, 79:13
extends [1] - 51:6
extra [1] - 78:15
eyeballs [1] - 78:15
eyes [1] - 53:24

F

face [1] - 11:16
facilities [2] - 35:13, 69:11
fact [3] - 7:5, 63:23, 83:2
factor [2] - 56:25, 57:1
facts [2] - 66:1, 66:24
fair [2] - 47:19, 62:16
fairly [1] - 9:3
faith [1] - 46:8
falls [1] - 85:25
familiar [1] - 24:11
family [2] - 80:12, 80:16
fantastic [1] - 79:6
far [6] - 11:10, 12:6, 48:9, 49:12, 72:20,

73:12
farfetched [1] - 95:20
favor [2] - 39:22, 67:5
FDACS [6] - 26:19, 26:23, 93:7, 93:10, 93:15
FDEP [1] - 31:2
federal [2] - 50:18, 88:9
fee [6] - 10:14, 27:1, 67:17, 68:2, 68:23, 89:15
fees [15] - 6:5, 10:8, 10:13, 12:4, 13:2, 17:12, 63:24, 64:7, 64:20, 65:16, 69:7, 69:10, 69:13, 69:23, 73:22
feet [1] - 23:12
felt [1] - 40:15
few [2] - 29:8, 88:7
field [1] - 23:15
fifth [3] - 61:8, 66:4, 76:13
fight [14] - 18:2, 42:10, 42:17, 49:22, 56:17, 57:8, 73:5, 73:6, 76:18, 76:21, 88:18, 88:25
fighting [2] - 12:15, 17:16
figure [2] - 25:3, 44:10
figures [2] - 66:2, 66:24
file [2] - 47:25, 59:17
filed [7] - 14:3, 14:8, 43:1, 43:12, 55:4, 92:18, 93:22
filing [1] - 55:7
final [1] - 9:25
finally [1] - 96:20
finances [4] - 40:2, 85:12, 98:23, 99:1
financial [5] - 14:15, 21:11, 62:4, 76:4, 76:10
financially [1] - 65:14
fine [4] - 13:15, 35:12, 68:10, 78:16
FINEGAN [54] - 2:4, 11:25, 16:19, 17:5, 17:10, 18:4, 31:8, 32:18, 33:16, 34:22, 41:3, 41:16, 42:8, 43:23, 44:25, 56:16, 56:22, 57:6, 57:23, 58:9, 65:10, 68:12, 69:19, 69:24, 70:20, 71:7, 71:20, 71:25, 72:3, 72:13, 72:19,

72:24, 73:4, 73:12, 74:3, 74:16, 76:17, 76:25, 77:15, 78:13, 80:23, 81:16, 81:22, 82:14, 84:11, 86:12, 86:22, 88:17, 88:24, 89:14, 91:19, 97:19, 97:24, 98:12
Finegan [5] - 13:21, 16:18, 31:6, 44:22, 56:15
firm [1] - 22:14
firms [1] - 59:17
first [19] - 6:16, 7:17, 7:18, 16:7, 20:11, 24:18, 25:17, 25:24, 29:24, 33:23, 41:3, 47:25, 55:18, 66:11, 66:12, 66:13, 66:18, 76:19
Fish [1] - 30:20
five [10] - 17:13, 29:12, 32:6, 40:5, 40:6, 61:18, 62:20, 80:20, 84:10, 84:16
five-year [1] - 29:12
fixed [1] - 73:14
FL [1] - 1:11
flip [1] - 25:21
floated [1] - 40:3
floats [1] - 52:2
FLORIDA [1] - 100:3
Florida [14] - 1:14, 3:8, 4:6, 22:5, 26:18, 30:20, 33:10, 51:6, 53:20, 57:19, 97:8, 97:13, 100:17
folded [1] - 43:13
folks [4] - 5:7, 33:1, 52:13, 78:24
followed [1] - 4:2
force [1] - 83:14
forced [1] - 92:6
foregoing [1] - 100:8
forestry [2] - 64:14
forever [1] - 72:7
forgot [1] - 30:18
format [1] - 60:7
formula [1] - 69:2
formulate [1] - 83:7
forth [3] - 16:3, 29:14, 46:12
fortunately [1] - 45:24
forward [15] - 25:12, 27:12, 33:19, 33:20, 36:10, 36:12, 39:19, 41:11, 41:14, 58:15, 58:22, 63:22, 77:23, 82:19, 98:1
Foster [2] - 1:13, 3:4

FOSTER [2] - 100:6, 100:16 four [10] - 7:17, 32:6, 39:21, 40:1, 72:12, 73:3, 73:6, 74:20, 78:22, 84:9 fraction [1] - 21:20 frankly [1] - 50:11 free [5] - 7:9, 64:9, 68:20, 69:10, 69:16 front [3] - 34:18, 35:8, 87:19 frustration [1] - 40:13 full [2] - 79:2, 86:22 function [1] - 42:5 fund [1] - 69:13 fundamentally [2] - 62:23, 91:9 funding [1] - 16:2 funds [3] - 21:18, 23:2, 68:22 future [3] - 21:13, 29:9, 42:16 FWC [4] - 31:2, 33:8, 33:10, 53:15 FWC's [1] - 70:18	79:24, 90:17 guys [2] - 23:9, 98:12	humble [1] - 58:11 hurdles [1] - 97:17	95:13 instructed [1] - 26:25 intend [1] - 27:4 intense [2] - 53:15, 53:17 intent [1] - 40:21 intention [2] - 71:1, 71:2 intents [1] - 91:1 interceding [1] - 10:3 interest [4] - 9:1, 34:13, 53:15, 53:18 interested [3] - 31:14, 84:22, 89:22 interrupt [3] - 5:23, 15:21, 40:14 inverness [1] - 1:11 invest [1] - 63:25 invested [1] - 58:6 investment [5] - 28:14, 58:8, 58:10, 63:2, 88:7 investments [1] - 62:9 involved [4] - 14:4, 14:9, 43:5, 43:16 issue [7] - 20:9, 35:6, 35:16, 35:20, 50:1, 60:22, 61:1 issued [1] - 57:20 issues [1] - 35:9 item [1] - 16:7 itemized [1] - 90:19 itself [3] - 51:16, 69:17, 82:24	73:2, 83:3, 90:21 keeping [1] - 96:21 keeps [2] - 36:1, 60:14 Ken [1] - 29:7 kept [5] - 10:14, 34:18, 56:3, 64:9 kick [2] - 12:9, 81:1 kicking [2] - 15:14, 60:16 kicks [1] - 6:23 kind [10] - 7:11, 12:22, 15:13, 40:10, 51:1, 55:22, 55:24, 62:19, 80:13, 98:22 kinds [1] - 54:18 KINNARD [28] - 2:5, 13:24, 14:21, 24:17, 27:4, 28:18, 29:10, 32:20, 33:13, 33:22, 35:6, 42:7, 42:23, 49:8, 54:21, 55:2, 60:10, 61:4, 61:12, 63:10, 67:7, 68:17, 69:21, 70:3, 70:10, 77:3, 78:3, 78:21 Kinnard [14] - 13:22, 24:16, 28:5, 28:17, 31:7, 48:24, 60:9, 63:9, 65:7, 67:6, 75:23, 75:25, 78:8, 79:7 knowing [4] - 21:12, 27:19, 46:3, 87:24 knowledge [2] - 22:6, 81:20 known [1] - 53:8 knows [2] - 23:14, 67:12
G gain [1] - 20:25 gate [1] - 70:15 gather [1] - 66:14 gear [1] - 65:9 general [2] - 53:2, 53:3 generated [1] - 62:7 given [2] - 60:6, 91:3 God [2] - 55:13, 93:17 golly [1] - 58:1 governing [5] - 4:11, 16:12, 16:16, 25:11, 30:5 government [7] - 4:9, 7:10, 12:1, 12:2, 84:2, 90:14, 99:5 government's [1] - 18:2 governmental [1] - 4:6 governments [2] - 16:9, 23:7 governor [1] - 44:5 grand [1] - 35:24 great [2] - 23:7, 60:18 gross [1] - 64:24 guarantee [4] - 21:23, 31:1, 45:14, 45:17 guarantees [1] - 35:14 guess [9] - 25:20, 50:12, 56:2, 57:7, 72:1, 73:6, 77:21,	H half [4] - 18:20, 20:7, 67:8, 75:8 hammer [4] - 66:6, 67:3, 67:12, 75:2 hammered [1] - 75:11 hand [3] - 61:24, 82:12, 100:12 handle [1] - 68:2 hands [3] - 70:14, 70:18, 81:19 happily [1] - 32:14 happy [2] - 71:21, 74:10 hard [1] - 85:12 harm [2] - 45:10, 45:12 haul [1] - 28:13 hear [8] - 3:18, 15:17, 41:5, 41:22, 74:6, 74:9, 77:18, 77:24 heard [7] - 13:12, 17:11, 39:25, 42:22, 44:24, 60:19, 74:5 hearing [1] - 3:16 heavier [1] - 85:24 heavily [1] - 61:2 heck [1] - 27:9 held [1] - 4:1 helpful [1] - 62:3 hence [1] - 88:17 Hernando [1] - 33:2 high [10] - 51:8, 51:12, 51:13, 51:18, 51:23, 51:25, 52:3, 52:16, 52:17, 52:19 hired [4] - 22:14, 43:13, 47:24, 92:17 hiring [1] - 47:3 history [2] - 44:15, 72:8 hold [1] - 58:3 holds [1] - 29:9 HOLLY [1] - 2:2 holy [1] - 23:10 homes [1] - 43:10 homework [1] - 62:17 hopefully [1] - 66:4 hoping [1] - 56:20 horribly [1] - 35:23 hour [1] - 67:8 hour-and-a-half [1] - 67:8 hours [1] - 28:3 house [1] - 43:1 human [1] - 45:12	I I's [1] - 78:16 idea [9] - 10:25, 12:8, 24:9, 49:19, 56:2, 56:4, 56:7, 57:25, 62:21 ideas [4] - 23:7, 30:3, 40:3, 46:12 impact [1] - 53:25 impasse [1] - 36:24 implication [1] - 41:13 implying [1] - 41:10 important [5] - 26:25, 46:23, 60:24, 65:19, 84:1 improve [1] - 65:13 improvement [5] - 18:19, 18:20, 68:22, 69:7, 69:23 improvements [3] - 19:1, 44:19, 65:3 in-depth [1] - 60:20 inartfully [1] - 92:20 include [1] - 92:5 included [1] - 10:19 including [1] - 53:2 inclusion [1] - 70:9 increased [1] - 65:4 indeed [1] - 92:22 individual [1] - 92:22 influenced [2] - 51:7, 51:8 information [21] - 59:9, 66:3, 66:14, 66:20, 75:16, 76:4, 76:10, 82:21, 82:23, 83:2, 83:4, 83:11, 83:15, 83:19, 84:17, 85:1, 85:3, 88:19, 95:7, 98:19, 99:3 initial [1] - 64:7 initiate [2] - 92:10, 92:11 initiated [1] - 92:13 initiating [1] - 92:16 injunction [2] - 11:19, 71:4 inserting [1] - 8:4 inset [1] - 8:24 insisting [1] - 8:20 insists [1] - 93:25 inspect [1] - 86:1 instance [5] - 11:11, 19:3, 51:17, 81:15, 85:4 instead [2] - 55:21,	J JEFF [1] - 2:5 join [2] - 15:1, 94:2 joint [3] - 37:12, 56:10, 57:15 jonathan [1] - 46:17 Jonathan [3] - 3:14, 3:17, 7:21 JONATHAN [1] - 2:10 judge [7] - 30:9, 37:11, 48:6, 57:18, 57:19, 58:24, 83:3 July [1] - 4:3 jump [2] - 97:17, 98:9 June [1] - 4:2	L lack [1] - 29:15 laid [1] - 94:21 land [12] - 8:6, 51:4, 52:6, 52:7, 52:11, 52:14, 53:1, 53:7, 69:14, 72:8, 96:3, 96:6 landing [3] - 60:24, 65:9, 97:23 landward [3] - 51:13, 51:21, 51:23 language [4] - 58:20, 63:8, 75:14, 87:8 Large [1] - 100:17 largely [1] - 16:8 last [13] - 6:6, 13:12, 16:23, 18:8, 18:9, 19:17, 34:11, 44:17, 45:4, 67:8, 79:2,
guess [9] - 25:20, 50:12, 56:2, 57:7, 72:1, 73:6, 77:21,			K kayak [3] - 47:15, 52:11, 73:25 keep [13] - 12:23, 13:16, 20:22, 24:19, 25:15, 32:1, 56:24, 63:17, 64:8, 65:21,	

80:8, 80:13
late [1] - 4:3
launch [11] - 8:2,
 47:15, 63:24, 64:7,
 64:20, 67:17, 68:1,
 68:2, 69:13, 69:16,
 73:25
law [4] - 5:4, 16:9,
 22:24, 90:16
lawsuit [18] - 12:3,
 17:22, 34:20, 45:25,
 47:3, 56:18, 56:23,
 56:24, 57:9, 57:13,
 58:8, 58:16, 63:17,
 92:11, 92:12, 92:13,
 92:16, 92:18
lawyer [2] - 21:23,
 71:15
lawyers [1] - 67:3
leaf [3] - 90:22
leaning [1] - 61:2
lease [19] - 25:2, 25:4,
 25:6, 28:21, 28:24,
 28:25, 34:2, 34:5,
 34:23, 61:25, 62:5,
 67:19, 68:4, 69:17,
 75:13, 79:25, 81:22,
 83:19
leasing [1] - 80:3
least [2] - 45:15, 53:9
leave [1] - 26:5
leaves [2] - 6:24, 27:7
leaving [2] - 67:9, 79:5
left [6] - 19:2, 29:8,
 43:13, 73:15, 79:8,
 80:16
legal [11] - 5:2, 6:18,
 10:22, 16:10, 16:11,
 21:17, 30:4, 46:16,
 46:17, 47:10, 76:23
legally [1] - 94:13
legislation [1] - 6:25
legislature [1] - 96:25
less [5] - 7:22, 7:23,
 18:20, 91:18, 94:21
letters [1] - 55:7
letting [2] - 21:2,
 57:22
light [1] - 13:23
likely [1] - 47:11
limit [6] - 33:11, 49:16,
 52:12, 53:5, 54:20,
 77:11
limitations [2] - 87:18,
 88:10
limited [2] - 30:14,
 32:23
limiting [1] - 54:12
line [9] - 8:5, 8:6,
 51:11, 52:4, 52:17,

52:19, 94:25, 95:21,
 97:15
lines [2] - 23:8, 66:25
linger [1] - 57:22
list [1] - 53:14
litigate [10] - 21:19,
 30:7, 30:24, 57:16,
 58:12, 72:5, 73:3,
 89:5, 89:6, 98:10
litigated [1] - 90:12
litigating [4] - 34:12,
 58:24, 60:17, 83:3
litigation [29] - 6:3,
 6:20, 6:21, 9:12,
 14:18, 16:11, 16:13,
 21:21, 24:10, 25:12,
 26:11, 27:12, 27:24,
 30:11, 30:12, 34:15,
 37:10, 37:13, 40:17,
 48:1, 53:12, 57:4,
 57:16, 58:7, 59:13,
 71:5, 80:7, 83:15
live [1] - 42:6
lives [1] - 42:18
lobbied [2] - 92:21,
 92:22
located [3] - 22:17,
 22:18, 96:17
location [2] - 50:10,
 97:15
location-wise [1] -
 50:10
lock [1] - 54:22
locked [1] - 76:9
look [14] - 15:24, 22:8,
 34:13, 44:15, 45:25,
 63:1, 64:11, 65:14,
 77:4, 77:25, 78:2,
 84:24, 85:21, 94:20
looked [4] - 33:8,
 48:11, 86:9, 90:3
looking [2] - 14:11,
 17:18
looks [8] - 3:10, 29:18,
 34:14, 62:4, 71:8,
 71:13, 77:13, 88:19
lose [8] - 7:1, 21:22,
 34:15, 48:20, 48:22,
 49:3, 49:7, 58:8
loser [2] - 10:12,
 31:10
losing [6] - 34:8,
 34:10, 58:10, 58:11,
 88:21, 92:7
loss [4] - 21:12, 25:3,
 32:15
lost [2] - 34:20, 58:20
lykes [1] - 96:9
Lykes [7] - 8:7, 19:6,
 95:8, 95:10, 96:3,

96:5, 96:13
Lyn [8] - 16:6, 18:11,
 19:10, 27:8, 75:7,
 77:24, 79:8, 83:22
LYN [35] - 2:8, 3:2,
 3:6, 5:1, 15:20, 16:1,
 19:22, 23:19, 27:25,
 28:2, 29:2, 37:15,
 37:22, 37:25, 38:13,
 38:23, 45:19, 45:22,
 54:8, 54:23, 55:22,
 56:6, 59:23, 60:4,
 61:9, 61:15, 64:11,
 65:25, 66:9, 66:13,
 66:19, 75:10, 76:12,
 78:20, 78:23

M

madam [1] - 37:22
Madam [3] - 47:8,
 66:7, 77:24
Maggie [24] - 7:21,
 7:25, 8:13, 11:16,
 19:5, 19:6, 24:6,
 24:12, 27:3, 47:11,
 47:14, 56:13, 59:19,
 70:15, 74:1, 89:5,
 89:9, 89:13, 90:5,
 94:16, 94:19, 94:20,
 95:6, 95:9
maintain [14] - 17:8,
 19:24, 20:17, 20:23,
 21:5, 24:8, 25:23,
 26:4, 68:15, 68:18,
 69:7, 69:10, 89:25,
 97:12
maintained [7] - 8:12,
 40:9, 68:21, 69:22,
 90:5, 90:12, 97:3
maintaining [4] -
 28:14, 90:8, 90:16,
 91:12
maintains [1] - 87:15
maintenance [4] -
 18:11, 18:17, 20:6,
 87:20
major [1] - 85:2
majority [2] - 72:16,
 72:18
manage [23] - 13:16,
 31:20, 33:1, 68:14,
 70:9, 70:17, 70:21,
 70:23, 80:5, 81:9,
 86:25, 88:20, 89:3,
 89:11, 89:12, 92:4,
 92:6, 93:3, 93:10,
 94:4, 94:8, 98:7
managed [2] - 45:16,
 94:11

Management [3] - 3:8,
 4:7, 25:22
management [22] -
 4:18, 5:10, 10:19,
 13:17, 14:10, 16:15,
 18:8, 18:9, 26:22,
 56:12, 59:4, 59:11,
 59:25, 64:17, 64:23,
 70:8, 80:10, 86:13,
 91:4, 93:7, 94:2,
 94:9
management's [1] -
 5:13
manages [1] - 93:4
managing [9] - 16:20,
 17:25, 20:18, 64:21,
 68:6, 82:4, 82:10,
 86:16, 91:12
Manatee [1] - 50:8
manatee [1] - 53:21
mandates [1] - 57:20
map [4] - 96:2, 96:24,
 97:8, 97:15
maps [2] - 43:2, 96:23
MARISOL [1] - 2:6
marisol [1] - 16:19
marked [2] - 22:9,
 80:13
matter [3] - 20:14,
 44:6, 49:13
mature [1] - 30:12
matures [1] - 30:11
mean [33] - 20:5,
 20:15, 40:25, 42:24,
 49:2, 51:8, 51:12,
 51:13, 51:15, 51:18,
 51:23, 51:25, 52:3,
 52:17, 52:19, 54:14,
 55:10, 57:10, 62:11,
 62:16, 67:23, 72:10,
 76:1, 76:20, 80:7,
 83:25, 88:1, 90:13,
 90:20, 90:23, 90:24,
 91:16, 95:19
meaning [2] - 10:9,
 17:22
means [3] - 67:7,
 76:22, 87:13
meant [3] - 19:2,
 30:17, 81:22
mediate [3] - 46:8,
 46:10, 72:1
mediated [8] - 6:7,
 10:15, 27:11, 36:5,
 58:25, 60:2, 71:16,
 71:18
mediation [27] - 4:3,
 4:10, 5:10, 30:9,
 36:5, 36:7, 36:16,
 36:19, 36:20, 36:25,

38:24, 39:3, 39:8,
 46:1, 46:5, 46:7,
 46:13, 55:15, 55:17,
 58:10, 59:6, 59:24,
 61:16, 63:12, 81:6,
 93:24
mediator [6] - 17:20,
 27:13, 36:23, 46:11,
 56:8
meet [1] - 3:23
meeting [20] - 3:25,
 4:1, 7:3, 20:11, 38:2,
 38:3, 38:4, 38:11,
 45:5, 60:5, 61:18,
 62:20, 66:1, 66:16,
 66:22, 66:23, 76:11,
 80:19, 84:6, 99:9
meetings [2] - 7:2,
 53:10
meets [1] - 71:19
member [2] - 66:5,
 76:13
members [4] - 61:11,
 62:21, 80:21, 84:12
mess [1] - 35:11
message [1] - 61:21
messaging [2] -
 83:25, 84:4
met [2] - 6:15, 60:5
might [3] - 21:22,
 50:7, 98:9
million [3] - 20:8,
 69:6, 88:7
mind [3] - 6:22, 33:5,
 75:1
mine [1] - 98:23
minimum [1] - 38:20
minute [1] - 47:24
Miss [25] - 7:21, 7:25,
 8:12, 11:16, 18:11,
 19:4, 19:6, 19:10,
 24:6, 24:12, 27:3,
 27:8, 56:13, 59:19,
 70:15, 74:1, 75:7,
 89:5, 89:8, 89:13,
 90:4, 94:19, 94:20,
 95:6, 95:9
missing [1] - 19:10
misspeak [1] - 18:12
misstep [1] - 14:12
mistake [2] - 21:13,
 24:3
mitigation [1] - 26:10
mixed [1] - 50:1
moment [1] - 11:4
money [37] - 12:5,
 12:16, 12:21, 14:18,
 15:7, 17:6, 17:11,
 17:24, 19:8, 20:16,
 21:5, 31:19, 33:25,

34:8, 34:9, 34:10,
34:14, 34:21, 34:25,
35:3, 35:13, 40:11,
48:8, 55:3, 58:6,
62:14, 63:14, 69:3,
69:12, 76:23, 79:18,
81:18, 81:24, 82:8,
82:18, 82:19, 90:3
monthly [1] - 17:2
months [6] - 29:11,
32:5, 32:6, 58:3,
87:17
Moore [12] - 4:23,
4:24, 5:3, 5:6, 5:18,
80:12
Moore's [1] - 80:17
morning [1] - 3:21
most [5] - 18:10,
47:11, 51:24, 52:1,
56:3
motion [4] - 37:12,
47:25, 48:7, 57:15
motor [3] - 68:22,
69:6, 69:22
mouth [2] - 36:11,
41:17
move [13] - 23:11,
41:6, 41:14, 49:19,
50:4, 58:15, 58:21,
63:22, 77:23, 82:19,
84:13, 97:20, 98:1
moved [1] - 41:11
moves [1] - 42:25
moving [3] - 36:10,
36:12, 57:21
mud [1] - 90:23
must [1] - 40:4

N

nail [1] - 76:1
name [2] - 5:2, 31:4
nature [1] - 22:1
necessary [2] - 14:14,
62:18
need [55] - 7:4, 8:19,
12:25, 13:18, 21:9,
25:3, 25:5, 32:11,
33:18, 35:4, 35:16,
36:15, 36:16, 37:20,
43:6, 43:7, 45:6,
53:15, 53:17, 59:21,
62:9, 62:20, 65:14,
65:17, 65:21, 65:22,
66:2, 66:24, 75:4,
77:7, 77:18, 77:19,
77:24, 78:2, 80:18,
80:19, 82:2, 82:23,
83:2, 83:6, 83:11,
83:18, 84:10, 84:16,

84:18, 84:24, 85:20,
87:11, 87:12, 87:21,
90:19, 94:5, 97:22,
98:16
needed [2] - 34:24,
41:19
needs [9] - 25:5, 25:6,
34:5, 63:3, 67:19,
68:6, 69:17, 82:16,
85:23
negotiate [15] - 27:22,
47:24, 49:3, 49:4,
50:20, 57:12, 58:18,
59:7, 62:25, 72:15,
73:2, 77:8, 88:4,
88:15, 90:25
negotiated [5] - 4:4,
27:18, 55:6, 88:13
negotiating [10] -
36:13, 38:14, 49:6,
50:15, 62:24, 67:4,
73:8, 73:15, 74:17,
74:18
negotiation [1] - 46:24
net [2] - 19:18, 20:2
never [7] - 12:2, 29:2,
29:5, 35:9, 81:20,
88:13, 89:17
new [5] - 53:25, 85:18,
90:22
next [7] - 15:17, 19:13,
30:15, 37:16, 37:18,
40:12, 94:15
nice [1] - 29:16
nine [1] - 28:3
nobody [2] - 23:14,
70:16
non [2] - 54:4, 75:14
non-appropriation [1]
- 75:14
non-protected [1] -
54:4
none [1] - 20:24
nonsense [1] - 55:8
north [3] - 7:24, 95:2,
95:15
northeast [1] - 94:22
Notary [1] - 100:16
notes [2] - 16:7,
100:10
nothing [8] - 9:5,
12:19, 31:23, 37:15,
37:17, 61:10, 61:16,
70:19
notice [2] - 11:7, 35:3
notified [1] - 53:9
notify [2] - 53:15,
53:17
November [2] - 4:20,
16:4

nowhere [1] - 56:14
number [12] - 3:9,
39:10, 48:15, 54:12,
67:5, 68:9, 72:12,
76:6, 77:13, 78:22,
98:1, 98:3
numbers [2] - 72:22,
73:1

O

obtained [1] - 96:15
obviously [7] - 6:10,
36:1, 58:19, 72:13,
83:25, 86:2, 92:17
occurs [1] - 52:21
OF [2] - 100:3, 100:4
offer [5] - 25:21,
46:19, 60:11, 60:13,
77:6
offered [1] - 46:15
office [1] - 65:5
official [1] - 100:12
officially [1] - 98:17
officials [1] - 92:19
OFW [1] - 54:6
old [6] - 18:18, 22:1,
43:2, 47:16, 81:10,
89:23
on-site [1] - 86:11
once [9] - 6:10, 6:12,
32:11, 43:20, 49:1,
52:10, 68:6, 83:8,
94:25
one [45] - 5:9, 8:15,
9:3, 11:10, 16:8,
18:12, 19:1, 20:6,
21:7, 22:23, 23:12,
28:21, 28:23, 28:25,
29:19, 30:16, 36:22,
37:8, 38:1, 39:10,
48:12, 53:13, 66:12,
66:13, 67:1, 67:6,
67:7, 71:14, 71:23,
71:25, 73:2, 73:10,
74:3, 74:24, 75:8,
76:6, 78:9, 78:12,
84:1, 90:18, 91:13,
92:5, 93:23, 98:1,
98:4
one-sided [1] - 9:3
one-year [3] - 28:21,
28:23, 29:19
ones [3] - 37:1, 68:19,
71:24
ongoing [1] - 20:9
open [11] - 20:22,
25:16, 27:1, 34:18,
60:14, 63:18, 64:8,
64:9, 67:15, 68:13,

71:11
opened [5] - 24:19,
24:22, 36:1, 55:19,
71:4
operate [11] - 21:11,
25:16, 25:18, 25:23,
25:25, 26:2, 34:2,
81:8, 87:22, 91:4
operated [1] - 15:4
operates [1] - 91:13
operating [4] - 26:17,
34:6, 82:10, 99:5
operation [4] - 29:13,
43:22, 62:4, 62:11
operator [1] - 34:3
opine [1] - 16:17
opinion [9] - 13:15,
21:8, 21:16, 37:6,
46:16, 46:17, 47:11,
58:11, 90:18
opportunity [3] - 30:8,
34:17, 76:22
opposed [2] - 26:4,
47:4
opt [1] - 11:12
opted [1] - 34:19
optics [1] - 34:13
option [13] - 66:12,
67:1, 67:7, 72:11,
73:23, 76:6, 77:9,
78:18, 79:11, 79:25,
87:16, 88:4
optional [2] - 10:21,
10:25
options [1] - 66:10
order [4] - 11:19,
33:11, 37:12, 82:6
ordered [1] - 58:24
ordinance [1] - 22:2
ordinary [1] - 52:16
original [2] - 20:10,
68:9
originally [1] - 76:5
ourselves [3] - 28:8,
86:1, 87:24
outcome [1] - 21:23
outlines [1] - 51:2
outlining [1] - 85:2
outside [8] - 9:21,
22:5, 22:14, 47:4,
61:17, 86:7, 90:14,
95:24
outstanding [2] -
33:10, 53:20
outvoted [1] - 63:10
overall [1] - 62:11
overcharge [1] - 62:13
overhead [1] - 79:23
overlooked [1] - 19:11
own [45] - 6:5, 12:22,

13:18, 17:23, 21:25,
24:6, 24:12, 31:17,
31:18, 33:4, 33:17,
33:18, 42:1, 43:3,
43:8, 43:10, 43:24,
44:9, 44:12, 45:15,
45:16, 47:11, 48:2,
50:5, 51:16, 51:18,
51:21, 58:17, 58:18,
68:7, 69:20, 69:25,
71:12, 85:21, 88:14,
89:7, 89:8, 90:10,
92:3, 92:24, 93:10,
93:17, 93:21, 96:23
owned [11] - 5:18,
8:17, 11:21, 19:7,
42:20, 51:5, 51:13,
51:14, 93:4, 93:9,
97:2
owner [2] - 18:24,
88:16
owners [5] - 52:21,
52:25, 53:7, 53:8,
89:12
ownership [40] - 8:8,
13:19, 14:5, 15:3,
15:9, 21:3, 21:9,
32:25, 40:19, 42:25,
43:6, 43:9, 43:14,
43:19, 43:20, 46:10,
49:9, 50:6, 50:14,
51:6, 55:20, 56:1,
56:17, 57:8, 57:9,
58:12, 59:17, 65:20,
72:5, 72:9, 81:15,
86:8, 87:1, 88:25,
91:22, 92:8, 93:12,
93:16, 97:7
owning [4] - 13:13,
42:14, 82:9
owns [20] - 6:24, 7:19,
8:15, 8:22, 13:9,
20:13, 21:10, 42:15,
43:7, 43:17, 44:6,
47:2, 51:12, 52:5,
55:21, 70:11, 73:21,
89:10, 94:1, 97:11
Ozzello [1] - 29:6

P

paddling [1] - 52:11
paid [11] - 12:7, 18:10,
19:3, 19:4, 19:5,
21:19, 48:9, 65:2,
67:8, 74:1, 93:21
pair [1] - 78:15
paper [4] - 23:8, 55:8,
75:18, 95:21
paragraph [2] - 8:24,

10:7
pardon [3] - 9:21,
 11:5, 18:4
parking [25] - 8:1, 8:9,
 8:18, 11:15, 13:14,
 17:24, 19:9, 27:2,
 31:22, 56:13, 69:15,
 69:19, 74:1, 89:4,
 89:8, 89:12, 89:16,
 89:19, 89:24, 89:25,
 90:8, 92:24, 93:13,
 93:22, 94:10
parks [1] - 44:19
part [7] - 13:14, 21:14,
 35:7, 55:12, 79:23,
 90:8, 94:5
participate [1] - 57:4
parties [2] - 4:16, 9:9
partnership [1] -
 25:10
party [3] - 10:8, 10:14,
 73:22
party's [1] - 10:12
passed [1] - 22:2
past [4] - 5:21, 16:21,
 58:2, 69:5
path [2] - 21:9, 40:16
patience [1] - 39:12
pause [2] - 5:15, 92:9
pave [1] - 97:12
paved [7] - 8:9, 8:18,
 17:23, 59:19, 92:24,
 93:12, 94:18
pavement [3] - 22:9,
 22:18, 23:18
pay [6] - 10:11, 10:12,
 31:21, 32:15, 69:17,
 89:15
paying [5] - 12:4,
 18:5, 18:17, 85:10
payment [7] - 25:2,
 25:4, 25:6, 34:3,
 34:5, 65:4, 69:18
payments [1] - 62:1
pending [3] - 26:11,
 39:5, 47:20
people [16] - 12:1,
 13:19, 29:17, 42:6,
 42:11, 42:13, 42:19,
 42:20, 42:21, 44:1,
 44:6, 45:1, 45:7,
 45:10, 49:20, 54:13
peoples' [1] - 69:9
percent [2] - 30:1,
 77:10
percentage [1] - 40:7
perfect [1] - 31:16
perhaps [3] - 7:6,
 75:7, 92:21
period [1] - 50:3

permits [1] - 53:18
permitting [1] - 51:1
perplexed [1] - 48:13
person [3] - 86:16,
 98:20, 98:21
personal [3] - 21:8,
 21:16, 37:6
personnel [1] - 16:2
perspective [1] - 62:4
phone [1] - 46:17
phonetic [1] - 29:6
Phonetic [1] - 29:7
pieces [1] - 85:1
PLACE [1] - 1:9
place [9] - 4:22, 13:17,
 14:11, 15:5, 32:5,
 49:15, 49:18, 50:8,
 53:22
placed [1] - 18:25
places [1] - 97:14
plaintiffs [1] - 55:19
plan [2] - 49:11, 62:15
plans [1] - 24:25
play [4] - 35:21, 61:24,
 83:17, 84:19
plays [3] - 35:22, 75:9
point [29] - 8:16,
 12:25, 13:1, 13:15,
 15:23, 19:13, 20:5,
 20:7, 20:10, 20:13,
 25:8, 33:16, 34:11,
 34:23, 36:24, 37:3,
 44:1, 44:2, 50:12,
 50:16, 57:7, 65:15,
 74:18, 76:24, 78:6,
 87:8, 89:9, 91:24,
 93:16
pointed [3] - 17:20,
 45:4, 58:21
points [3] - 24:17,
 41:9, 61:6
political [1] - 51:20
portion [6] - 18:2,
 22:3, 39:24, 51:7,
 68:22, 69:9
portions [1] - 96:18
position [8] - 28:9,
 41:1, 43:3, 61:3,
 77:5, 80:2, 83:23,
 87:24
positions [1] - 46:4
possibility [1] - 51:15
possible [2] - 94:13,
 98:20
possibly [2] - 68:2,
 92:7
posture [2] - 55:1,
 55:10
posturing [2] - 55:2,
 55:12

potential [1] - 62:7
potentially [1] - 63:24
pour [1] - 82:9
power [1] - 49:6
practically [1] - 36:18
preamble [1] - 7:18
precipitated [1] -
 92:15
predict [1] - 91:16
preempted [1] - 43:21
preface [1] - 26:8
prejudice [1] - 6:4
preparation [1] -
 18:16
prepared [1] - 16:10
preposition [1] - 92:7
present [11] - 4:24,
 6:3, 6:20, 6:22, 8:14,
 8:23, 10:7, 11:5,
 36:15, 38:18, 74:8
PRESENT [1] - 2:9
Prestige [1] - 3:4
pretend [1] - 31:17
pretty [3] - 60:24,
 68:4, 77:17
prevail [2] - 35:22,
 35:23
prevailing [3] - 10:8,
 10:14, 73:22
previously [1] - 24:21
primarily [1] - 83:24
principal [11] - 4:4,
 5:9, 6:8, 27:19, 30:6,
 38:14, 38:16, 39:13,
 59:3, 60:3, 81:6
pristine [1] - 59:22
private [1] - 83:24
privately [1] - 51:13
privilege [1] - 91:3
privileged [1] - 7:1
pro [1] - 6:19
probable [1] - 85:20
problem [3] - 9:23,
 30:2, 61:8
proceed [1] - 11:24
proceedings [1] -
 100:8
process [9] - 7:11,
 24:21, 40:21, 45:17,
 46:9, 46:25, 48:6,
 60:20, 83:15
produced [1] - 64:24
profit [1] - 9:4
project [3] - 22:13,
 22:15, 24:2
properties [1] - 18:25
property [11] - 9:2,
 19:7, 21:25, 32:24,
 32:25, 43:3, 52:21,
 53:7, 93:9, 93:11,

94:1
proposal [4] - 44:18,
 44:20, 61:20, 71:19
proposed [2] - 6:17,
 38:17
pros [1] - 6:18
protected [4] - 28:22,
 53:25, 54:4
protecting [1] - 31:4
protection [4] - 26:24,
 48:18, 50:8, 53:21
Protection [1] - 30:21
protects [1] - 35:25
protest [2] - 44:17,
 64:8
protestations [1] -
 70:25
protests [2] - 44:16,
 44:19
provide [4] - 8:21,
 17:2, 26:24, 66:3
provided [2] - 7:16,
 85:14
provides [2] - 8:25,
 10:8
provision [10] - 5:9,
 8:23, 9:7, 9:17, 9:25,
 10:5, 11:1, 11:5,
 18:10, 74:7
provisions [4] - 9:14,
 26:22, 36:14, 36:22
Public [1] - 100:16
public [25] - 6:12, 7:3,
 7:5, 11:19, 14:6,
 14:14, 20:23, 24:23,
 26:11, 29:13, 32:22,
 34:13, 34:19, 35:25,
 36:2, 38:11, 38:25,
 49:16, 52:24, 53:2,
 53:3, 60:15, 67:15,
 83:23, 93:5
publically [2] - 75:9,
 93:4
publicly [1] - 34:13
pull [2] - 52:12, 85:13
pulling [1] - 96:7
purposes [1] - 91:2
push [3] - 35:15,
 35:20, 40:23
put [29] - 9:24, 10:3,
 12:9, 14:11, 14:14,
 17:24, 19:6, 21:5,
 28:8, 34:25, 36:11,
 40:11, 43:4, 44:18,
 52:23, 53:22, 54:15,
 58:3, 68:16, 70:14,
 72:15, 77:11, 78:15,
 86:14, 87:18, 87:23,
 90:4, 95:6, 95:21
puts [3] - 25:9, 32:15,

88:10
putting [6] - 29:13,
 35:12, 49:23, 57:25,
 69:15, 86:19
puzzle [1] - 15:13

Q

qualified [1] - 16:16
quarter [3] - 8:4, 8:5,
 94:25
questioning [1] -
 23:22
questions [10] - 5:23,
 11:23, 13:20, 15:22,
 15:24, 22:25, 23:3,
 24:15, 93:23, 98:22
quick [1] - 60:24
quickly [3] - 43:11,
 75:21, 98:20
quite [1] - 50:10
quo [1] - 65:21
quote [1] - 95:8

R

raise [1] - 30:17
ramp [84] - 8:9, 8:18,
 11:15, 12:19, 13:3,
 13:13, 13:18, 14:6,
 15:4, 15:7, 17:23,
 18:6, 19:4, 24:19,
 25:15, 25:24, 27:1,
 27:15, 28:15, 29:14,
 29:17, 31:4, 31:22,
 33:4, 34:18, 36:1,
 40:19, 43:6, 43:15,
 45:15, 47:12, 47:15,
 48:23, 49:2, 49:5,
 49:9, 49:14, 49:19,
 49:23, 49:25, 50:2,
 50:4, 50:22, 51:24,
 53:22, 54:7, 54:10,
 54:11, 54:13, 56:13,
 60:14, 62:8, 63:18,
 64:8, 67:14, 68:13,
 68:16, 69:25, 70:2,
 70:9, 71:2, 71:10,
 73:25, 79:18, 82:11,
 85:22, 86:21, 87:2,
 87:15, 88:22, 88:25,
 89:4, 89:8, 89:12,
 89:19, 91:4, 91:22,
 91:23, 92:3, 92:24,
 93:12, 93:21, 94:10,
 98:3
ramps [9] - 51:1,
 51:22, 53:3, 54:3,
 68:19, 68:20, 69:8,
 69:10

ran [3] - 64:5, 85:15, 97:16
rates [1] - 75:13
rather [3] - 25:11, 28:19, 95:11
reach [1] - 55:24
reached [4] - 4:10, 5:10, 79:13, 95:4
reaching [1] - 84:23
read [2] - 27:7, 88:1
ready [2] - 14:25, 44:11
really [24] - 12:17, 15:2, 15:9, 18:2, 28:22, 30:11, 32:2, 40:23, 50:14, 56:8, 59:18, 67:21, 71:17, 77:16, 77:21, 78:1, 82:18, 86:25, 87:7, 91:8, 91:14, 91:17, 98:9
realm [1] - 51:15
reason [10] - 4:21, 11:2, 24:20, 28:22, 35:10, 42:16, 43:17, 47:3, 88:18, 95:25
reasons [1] - 39:10
rebecca [1] - 1:13
REBECCA [3] - 2:3, 100:6, 100:16
Rebecca [1] - 3:4
rebuild [1] - 79:18
recent [1] - 44:14
recently [1] - 70:25
recess [12] - 65:25, 66:17, 66:19, 75:15, 76:8, 78:7, 80:19, 80:20, 84:6, 84:17, 98:13, 98:17
recessed [2] - 66:22, 83:11
recollection [1] - 46:22
recommend [6] - 4:16, 7:14, 9:16, 9:24, 10:19, 29:3
recommendation [1] - 10:24
recommendations [6] - 7:18, 11:22, 14:22, 25:9, 37:19, 80:24
recommended [4] - 38:20, 39:7, 39:22, 77:7
recommending [1] - 35:18
reconvene [8] - 36:19, 36:20, 66:3, 66:14, 66:20, 66:23, 67:11, 76:10

record [3] - 7:3, 39:1, 100:9
recorded [5] - 66:15, 96:11, 96:22, 96:24, 97:9
records [4] - 59:18, 59:22, 96:21, 97:10
recoup [4] - 35:1, 35:3, 63:3, 77:10
recouping [1] - 35:14
recover [1] - 23:16
redo [1] - 19:4
refer [1] - 16:9
referred [1] - 18:19
refine [2] - 98:22, 98:25
reflect [1] - 3:3
refund [1] - 29:25
refusal [2] - 25:17, 25:25
refuse [1] - 61:23
regard [2] - 53:16, 53:19
regarding [1] - 14:4
regardless [3] - 38:19, 45:8, 48:19
registered [1] - 69:1
registration [2] - 68:23, 69:9
regulate [4] - 13:2, 30:22, 31:3, 65:16
regulating [2] - 12:18, 65:24
regulation [1] - 31:25
regulations [2] - 53:18, 54:18
reimburse [1] - 35:4
reimbursement [1] - 77:8
reiterate [1] - 98:1
related [1] - 8:23
relied [1] - 22:23
relocate [3] - 49:14, 50:7, 54:7
relocated [1] - 95:25
remain [6] - 6:8, 27:1, 27:2, 27:3, 61:15, 69:16
remainder [1] - 96:14
remember [2] - 20:7, 97:1
remind [1] - 29:6
renegotiating [1] - 78:19
renew [1] - 88:5
renewal [3] - 78:18, 79:11, 79:25
rent [3] - 17:2, 34:10, 64:18
rental [2] - 65:4, 85:5

reopen [1] - 59:6
repair [1] - 34:24
repairing [1] - 53:1
repairs [2] - 68:16, 86:15
repave [2] - 19:4, 19:9
report [1] - 100:8
reported [1] - 66:21
REPORTER [1] - 1:13
Reporter [2] - 1:14, 100:6
REPORTER'S [1] - 100:1
Reporting [1] - 3:4
represent [1] - 42:13
representatives [3] - 44:4, 44:5, 46:2
represents [1] - 84:2
republic [1] - 42:5
request [2] - 4:14, 95:7
requests [2] - 83:8, 84:25
require [2] - 7:11, 23:2
required [1] - 59:12
requires [1] - 11:7
reschedule [2] - 61:10, 61:17
research [1] - 13:7
resolve [1] - 12:8
resources [4] - 14:15, 16:2, 29:13
respect [9] - 7:4, 13:24, 18:1, 26:7, 41:22, 47:18, 47:23, 72:13, 72:16
respective [1] - 4:11
respects [1] - 86:6
respond [1] - 13:21
responded [1] - 57:3
response [2] - 27:8, 93:14
responsibilities [4] - 9:8, 9:14, 20:24, 21:4
responsibility [1] - 21:11
rest [2] - 55:8, 68:18
restroom [1] - 86:10
resume [2] - 15:22, 15:25
resurveying [1] - 23:20
retains [1] - 39:3
retired [1] - 22:21
return [2] - 25:18, 88:7
returned [1] - 6:13
revenue [10] - 17:1, 17:4, 19:17, 19:23,

62:6, 62:7, 63:25, 64:24, 82:5, 85:5
revenues [1] - 19:14
reverts [1] - 26:1
right-of-way [23] - 8:12, 22:1, 22:4, 22:7, 22:16, 22:17, 23:3, 23:4, 24:10, 47:16, 89:23, 90:6, 90:9, 90:16, 95:8, 96:9, 96:14, 96:16, 96:19, 96:23, 97:6, 97:12
right-of-ways [2] - 90:12, 97:2
rights [5] - 9:8, 9:14, 52:22, 53:1, 53:8
riparian [1] - 53:8
river [5] - 36:3, 45:11, 49:21, 49:23, 95:14
River [5] - 4:19, 31:4, 32:22, 50:21, 51:3
Road [7] - 22:10, 22:16, 96:11, 96:12, 96:18, 97:5, 97:6
road [15] - 6:24, 8:10, 12:9, 15:15, 23:10, 23:11, 41:1, 48:21, 55:4, 60:17, 89:16, 95:23, 96:6, 97:14, 97:18
RODRIGUEZ [6] - 2:6, 16:23, 17:7, 19:16, 19:20, 63:20
roll [1] - 61:24
room [2] - 3:10, 61:17
row [1] - 74:24
rule [7] - 33:7, 33:10, 52:20, 53:5, 53:16, 53:18, 70:19
rules [2] - 52:7, 54:3
run [8] - 11:18, 22:15, 56:11, 73:17, 80:12, 84:15, 94:21, 98:2
running [2] - 67:16, 97:22
runs [2] - 7:22, 7:23
RV [1] - 85:4

S

satisfactory [1] - 27:21
save [1] - 18:2
scenario [4] - 25:6, 32:21, 33:14, 42:3
scheduled [2] - 37:16, 37:17
screen [1] - 7:21
scrubbing [1] - 59:18

seal [1] - 100:12
seat [12] - 26:21, 30:23, 30:24, 30:25, 31:11, 31:24, 41:24, 42:4, 42:10, 53:10, 56:12, 94:9
secondly [1] - 39:25
section [4] - 8:5, 8:6, 23:16, 94:25
sector [1] - 83:24
securely [1] - 31:3
see [13] - 3:19, 5:22, 15:16, 18:11, 29:18, 36:17, 60:10, 60:23, 61:6, 63:11, 79:10, 93:15, 98:5
self [2] - 82:7, 82:8
self-sustaining [2] - 82:7, 82:8
senators [1] - 44:5
send [1] - 85:21
sending [2] - 71:3, 79:21
sends [1] - 61:21
sense [1] - 32:17
separate [2] - 67:24, 96:8
September [1] - 100:13
SEPTEMBER [1] - 1:7
served [1] - 83:8
services [1] - 16:24
SESSION [1] - 1:5
session [3] - 3:7, 38:4, 38:8
set [3] - 15:3, 30:15, 54:16
settle [1] - 27:12
settled [2] - 63:17, 77:12
settlement [9] - 6:6, 6:8, 6:19, 10:15, 55:24, 58:25, 60:2, 71:16, 71:19
several [2] - 40:9, 80:8
severely [2] - 32:22, 49:16
sewer [4] - 22:13, 22:15, 22:17, 24:2
shade [15] - 4:1, 7:2, 20:11, 45:4, 60:5, 61:18, 66:1, 66:16, 66:22, 66:23, 76:8, 76:11, 80:19, 83:11, 84:6
Shade [1] - 38:9
shady [1] - 38:3
shaking [1] - 17:5
shall [1] - 13:21
share [4] - 7:21,

52:24, 71:14, 83:12
shooting [1] - 29:1
shore [1] - 52:12
shoreline [1] - 52:25
short [1] - 37:12
shorten [1] - 88:8
shorthand [1] - 4:8
shoulders [1] - 39:18
show [1] - 43:2
shown [1] - 97:15
shut [8] - 31:11,
 31:13, 31:15, 32:19,
 33:5, 45:11, 54:9,
 71:9
shutting [4] - 54:11,
 71:1, 71:2, 71:11
side [14] - 6:4, 10:9,
 11:6, 11:8, 19:19,
 25:21, 30:4, 35:24,
 45:1, 46:3, 50:15,
 71:18, 74:11, 82:17
sided [1] - 9:3
sides [7] - 6:13, 15:16,
 39:16, 58:6, 58:8,
 60:21, 71:17
sights [2] - 85:5, 85:8
sign [2] - 32:13, 69:25
signed [1] - 6:12
significant [3] - 28:14,
 79:17, 97:16
signing [2] - 70:4,
 70:7
similar [1] - 25:1
simply [4] - 6:23, 14:5,
 80:9, 84:8
single [2] - 41:17,
 90:18
sit [2] - 46:10, 46:24
site [1] - 86:11
sitting [3] - 32:9, 42:9,
 47:4
situation [6] - 10:18,
 11:17, 14:2, 30:19,
 55:5, 70:22
six [1] - 75:7
skipped [1] - 11:4
slightly [1] - 79:3
small [1] - 65:2
so.. [1] - 65:9
solid [1] - 75:19
solved [1] - 15:14
someone [8] - 3:12,
 10:2, 13:1, 31:20,
 32:9, 42:20, 72:9,
 78:14
someplace [1] - 49:24
somewhat [2] - 37:5,
 94:22
somewhere [2] -
 50:22, 69:5

son [1] - 5:4
son-in-law [1] - 5:4
sooner [2] - 7:6, 12:14
sorry [7] - 15:20,
 19:23, 35:2, 37:25,
 41:12, 75:23, 78:23
Sorry [1] - 79:15
sort [2] - 36:5, 65:9
sound [2] - 42:24,
 67:23
sounds [1] - 65:10
source [2] - 63:25,
 96:13
South [1] - 4:6
south [4] - 7:24, 95:1,
 95:11, 95:14
southwest [1] - 94:23
Southwest [2] - 3:8,
 25:22
sovereign [6] - 52:5,
 52:7, 52:10, 52:14,
 52:25, 53:6
sovereignty [1] - 51:4
spark [1] - 63:8
speaking [1] - 95:1
specialties [1] - 22:24
specific [2] - 40:15,
 74:21
specifically [3] - 20:7,
 26:23, 55:11
specifics [2] - 59:7,
 83:6
spend [6] - 12:21,
 17:15, 19:24, 34:14,
 90:3
spending [4] - 14:18,
 21:20, 63:14, 76:23
spent [8] - 12:16,
 15:6, 17:12, 20:7,
 21:18, 26:15, 56:9,
 79:17
split [3] - 61:2, 61:7,
 65:8
spot [1] - 87:2
spots [2] - 89:20,
 89:24
spring [2] - 12:18,
 13:2
SPURGEON [74] - 2:7,
 3:13, 3:17, 3:21, 5:8,
 13:20, 14:24, 15:18,
 16:6, 17:19, 18:7,
 21:15, 23:24, 26:6,
 27:6, 28:1, 30:2,
 33:7, 36:7, 37:17,
 38:12, 38:15, 39:2,
 39:9, 44:14, 45:3,
 47:13, 47:22, 50:25,
 54:25, 55:9, 56:7,
 56:19, 57:1, 57:14,

57:25, 58:23, 60:1,
 64:4, 64:16, 70:6,
 70:13, 70:23, 71:14,
 71:22, 73:18, 74:6,
 74:25, 79:1, 79:9,
 79:19, 80:3, 81:5,
 81:18, 81:25, 83:1,
 83:6, 83:21, 84:21,
 84:25, 85:14, 85:20,
 86:6, 88:23, 89:2,
 89:21, 91:15, 92:13,
 92:17, 94:19, 96:7,
 98:18, 98:25, 99:7
Spurgeon [3] - 3:3,
 3:11, 89:5
square [1] - 21:7
staff [8] - 20:6, 20:17,
 62:10, 66:1, 68:5,
 75:16, 79:21, 98:21
stage [2] - 37:4, 78:19
standpoint [5] - 6:18,
 10:22, 16:13, 21:17,
 30:4
stands [1] - 54:6
start [6] - 51:22,
 55:17, 59:14, 59:15,
 60:19
started [7] - 20:10,
 40:21, 41:1, 56:5,
 66:22, 90:13, 96:21
starts [1] - 95:1
State [41] - 22:5,
 22:11, 23:5, 23:17,
 31:25, 32:24, 43:14,
 43:20, 43:25, 44:9,
 44:16, 44:19, 44:20,
 50:18, 51:5, 51:12,
 51:14, 51:16, 51:18,
 51:20, 52:4, 58:7,
 68:24, 69:3, 74:20,
 88:9, 91:20, 93:5,
 96:4, 96:6, 96:9,
 96:12, 96:15, 96:20,
 97:3, 97:4, 97:6,
 97:8, 97:13, 100:3,
 100:17
State's [3] - 51:6,
 53:24, 65:23
statement [2] - 48:15,
 55:17
statements [1] - 47:9
states [1] - 8:20
status [3] - 9:11,
 65:21, 85:18
statute [1] - 24:7
stay [4] - 34:20, 37:10,
 48:7, 57:16
steamroll [1] - 45:18
steamrolled [1] -
 44:17

stenographic [1] -
 100:10
stenographically [1] -
 100:7
steps [1] - 32:23
stick [1] - 80:17
still [25] - 13:18,
 17:24, 19:7, 31:20,
 38:10, 38:24, 38:25,
 40:20, 42:17, 44:6,
 57:8, 58:17, 62:15,
 62:24, 62:25, 63:1,
 65:8, 66:16, 69:22,
 72:5, 73:4, 90:24,
 90:25, 91:22, 97:25
stipend [1] - 17:3
stop [9] - 14:18,
 32:11, 47:25, 52:11,
 52:15, 52:18, 63:14,
 67:13, 91:7
stopping [1] - 48:14
stops [1] - 60:14
straight [2] - 73:2,
 95:13
straightforward [1] -
 68:5
strength [1] - 48:10
stretches [1] - 96:1
Strickland [1] - 80:16
strict [1] - 57:20
strong [7] - 13:13,
 23:23, 24:3, 24:6,
 47:13, 47:15, 48:13
strongly [1] - 10:22
structural [1] - 97:16
studied [2] - 18:15,
 39:16
stuff [1] - 60:24
style [1] - 3:7
subject [1] - 4:11
submerged [7] - 51:4,
 52:6, 52:7, 52:11,
 52:14, 53:1, 53:6
subsequently [1] -
 79:4
substance [1] - 5:25
substantially [4] -
 5:12, 5:25, 81:10,
 81:14
sue [2] - 10:9, 57:7
sued [1] - 57:2
suggest [2] - 59:1,
 85:25
suggested [3] - 27:13,
 73:22, 75:15
suggestion [3] -
 58:23, 73:19, 77:4
suggestions [4] -
 63:13, 74:2, 81:12,
 99:2

suit [7] - 14:3, 14:8,
 43:1, 43:12, 55:4,
 55:7, 93:22
summarily [1] - 37:11
superior [1] - 93:18
support [2] - 14:19,
 24:20
supposed [2] - 42:9,
 42:12
Supreme [1] - 57:19
surface [1] - 34:16
surprise [1] - 79:12
surprised [1] - 37:5
surrounding [1] -
 89:10
survey [4] - 22:19,
 22:23, 22:24, 59:17
surveyor [1] - 22:20
surveyors [4] - 22:8,
 24:1, 51:9
surveys [2] - 47:21,
 52:1
SUSAN [1] - 2:7
susan [2] - 15:20, 38:1
Susan [8] - 3:3, 3:11,
 5:1, 23:19, 46:15,
 50:24, 54:15, 55:23
Susan's [1] - 78:24
sustaining [2] - 82:7,
 82:8
SWFMD [15] - 12:13,
 14:2, 14:12, 31:17,
 33:1, 33:25, 34:4,
 38:3, 47:5, 49:9,
 50:6, 66:6, 66:15,
 66:21, 67:3
SWFMD's [1] - 43:4
system [1] - 57:21

T

T's [1] - 78:16
table [22] - 26:21,
 30:23, 30:25, 31:25,
 32:9, 41:24, 42:4,
 47:5, 53:10, 56:24,
 57:8, 57:13, 60:11,
 60:13, 62:23, 63:14,
 73:11, 73:15, 77:6,
 77:14, 94:9
tacit [1] - 39:14
taxpayer [2] - 12:5,
 88:11
taxpayer's [2] - 57:23,
 60:21
taxpayers [4] - 12:7,
 12:16, 12:21, 12:25
taxpayers' [1] - 91:5
tea [1] - 27:7
Teams [2] - 3:12, 3:13

tent [3] - 43:13, 85:7
term [11] - 6:1, 28:7, 28:9, 28:15, 29:11, 29:21, 29:23, 75:13, 79:1, 79:12, 79:13
terminate [3] - 11:6, 11:8, 29:25
terminated [1] - 11:3
terminates [1] - 90:7
termination [5] - 11:13, 15:11, 21:6, 48:20, 74:8
terminology [1] - 54:9
terms [11] - 6:7, 8:4, 36:5, 48:16, 50:13, 59:24, 75:17, 75:19, 76:1, 76:9, 87:11
theoretically [1] - 74:13
theory [1] - 52:15
thereby [1] - 53:9
therefore [4] - 4:10, 10:18, 26:14, 70:8
they've [6] - 24:3, 43:2, 55:14, 57:2, 73:5
thinking [1] - 7:13
thinks [1] - 31:17
third [2] - 25:8, 76:16
thoughts [1] - 14:25
threatened [1] - 54:22
three [18] - 24:17, 29:11, 67:8, 67:11, 68:9, 71:23, 72:1, 73:3, 73:10, 74:14, 74:22, 74:23, 77:4, 77:13, 84:12, 89:20, 89:24, 94:7
three-year [1] - 29:11
throughout [1] - 93:5
throw [2] - 82:5, 86:2
throwing [2] - 85:6, 85:8
thrown [1] - 39:18
ticking [1] - 59:13
tidally [2] - 51:7, 51:8
TIME [1] - 1:8
title [18] - 6:23, 8:12, 9:4, 9:10, 9:11, 9:18, 10:1, 10:6, 10:23, 15:3, 47:2, 48:10, 48:13, 73:20, 93:18, 93:21, 96:13
title-wise [1] - 9:4
today [10] - 4:8, 4:13, 9:11, 13:5, 18:16, 20:13, 47:9, 48:15, 55:20, 63:11
today's [1] - 23:18
together [3] - 66:1,

66:24, 96:8
tomorrow [2] - 17:21, 43:1
took [1] - 41:17
tool [1] - 50:23
Tortorici [3] - 3:14, 3:24, 19:11
TORTORICI [2] - 2:10, 3:15
tortorici [1] - 18:12
total [1] - 86:19
towards [2] - 59:16, 61:3
trailer [2] - 51:24, 52:2
transcript [1] - 100:9
transcripts [1] - 7:2
transferred [7] - 22:4, 22:10, 23:4, 23:18, 97:3, 97:7
treating [1] - 91:2
tri [1] - 94:5
trial [1] - 30:15
tried [3] - 22:20, 27:25, 47:23
truck [3] - 51:24, 52:16, 97:20
true [3] - 39:3, 48:4, 100:9
truly [2] - 23:4, 78:5
try [11] - 11:18, 27:7, 37:18, 37:20, 37:24, 53:12, 55:21, 58:4, 58:25, 66:6, 67:17
trying [17] - 26:15, 26:24, 36:11, 37:13, 45:1, 49:5, 50:15, 53:22, 55:1, 56:9, 57:12, 57:17, 65:2, 65:8, 72:5, 86:23, 97:25
turn [4] - 7:23, 7:24, 8:3, 95:15
turned [1] - 32:25
turning [1] - 90:22
tweaks [1] - 36:6
twisted [1] - 35:11
two [12] - 12:1, 40:2, 48:15, 66:9, 67:1, 67:24, 68:10, 71:23, 71:25, 72:15, 73:2, 76:15

U

ugly [1] - 67:23
ultimately [4] - 34:20, 43:8, 67:24, 69:14
unacceptable [1] - 28:16
unambiguously [1] -

10:1
unanswered [1] - 90:2
under [8] - 4:17, 14:10, 18:17, 18:23, 18:25, 26:17, 51:5, 94:1
understood [1] - 38:3
undetermined [2] - 9:12, 21:2
unfettered [1] - 45:8
unfortunately [1] - 45:24
unhappy [1] - 71:17
uninterrupted [1] - 73:25
unless [3] - 10:6, 48:2, 48:5
unmitigated [1] - 95:3
unrecovered [1] - 40:7
unsettled [1] - 6:24
up [53] - 7:25, 9:20, 12:11, 13:3, 13:17, 16:25, 17:21, 19:19, 21:20, 27:2, 29:16, 33:8, 35:10, 35:17, 35:24, 36:11, 39:7, 41:25, 42:14, 44:5, 46:4, 46:11, 46:14, 47:3, 47:5, 47:6, 52:12, 53:23, 54:15, 54:22, 56:2, 56:8, 58:20, 59:14, 63:8, 63:13, 65:3, 65:13, 67:24, 68:25, 69:15, 71:4, 71:5, 71:11, 71:21, 77:22, 84:15, 87:19, 92:23, 93:16, 94:9, 97:22
upkeep [1] - 18:6
uplands [1] - 95:11
upside [1] - 60:17
upside-down [3] - 19:19, 19:20, 19:21

V

vacate [1] - 95:7
vacation [3] - 6:14, 8:10, 22:2
value [1] - 47:17
vendor [11] - 4:22, 4:23, 5:17, 7:9, 17:1, 64:6, 64:18, 65:1, 82:1, 82:6, 85:9
vest [4] - 9:1, 9:10, 10:5, 73:20
vesting [1] - 9:18
via [1] - 3:25
vicious [1] - 32:12
view [1] - 13:11

voice [6] - 42:6, 42:21, 44:1, 44:2, 44:6, 44:12
voices [2] - 44:23, 45:13
vote [2] - 78:6, 78:10
voted [1] - 38:11
votes [1] - 77:5
voting [1] - 84:12

W

Wachee [9] - 25:1, 32:21, 32:22, 33:9, 33:12, 44:15, 44:25, 52:9, 54:16
wait [8] - 61:10, 62:19, 71:25, 73:2, 77:24, 78:7, 84:12, 98:7
waiting [3] - 34:25, 72:4, 78:11
walk [1] - 34:12
walked [1] - 80:6
wants [6] - 16:13, 16:14, 27:14, 27:15, 44:9, 78:15
ward [3] - 51:12, 51:18, 52:2
waste [1] - 72:4
Water [3] - 3:8, 4:6, 25:22
water [20] - 33:10, 51:5, 51:8, 51:12, 51:13, 51:18, 51:23, 51:25, 52:2, 52:3, 52:6, 52:8, 52:10, 52:17, 52:18, 52:19, 53:20
waters [2] - 52:13, 53:6
waterway [2] - 52:24, 54:1
waterways [2] - 54:4, 54:5
ways [4] - 77:15, 90:12, 95:15, 97:2
weakens [1] - 24:4
weeds [1] - 67:16
Weeki [9] - 25:1, 32:21, 32:22, 33:9, 33:11, 44:15, 44:25, 52:9, 54:16
weeks [1] - 44:18
west [3] - 7:22, 94:22, 95:15
wetlands [4] - 23:10, 95:4, 95:12, 95:24
whatsoever [2] - 11:8, 28:22
whereby [1] - 81:8

whole [5] - 48:5, 49:19, 58:16, 90:9, 90:13
Wildlife [1] - 30:20
willing [4] - 37:1, 62:25, 83:17, 98:11
win [4] - 18:3, 57:4, 73:6, 89:7
winds [1] - 90:7
winning [2] - 10:12, 21:1
wins [3] - 10:10, 32:1
wires [1] - 54:15
wise [2] - 9:4, 50:10
WITNESS [1] - 100:12
woke [1] - 17:21
won [2] - 10:11, 17:21
word [5] - 41:17, 47:17, 92:20, 92:21, 95:20
words [4] - 36:11, 51:4, 60:13, 95:10
works [2] - 64:5, 69:2
world [1] - 99:4
worse [1] - 25:5
worst [2] - 41:25, 42:2
wow [1] - 56:14
writing [2] - 32:2, 55:7
written [4] - 75:19, 75:20, 79:2, 96:21

Y

y'all [20] - 3:22, 14:24, 15:21, 18:13, 19:3, 19:4, 19:5, 23:6, 24:11, 26:25, 27:17, 27:20, 53:11, 59:8, 59:9, 74:12, 75:10, 82:20, 86:12, 98:5
year [13] - 4:2, 17:1, 17:3, 28:21, 28:23, 29:11, 29:12, 29:19, 30:15, 37:16, 37:18, 86:19, 97:1
years [31] - 12:12, 12:14, 12:20, 12:24, 15:5, 15:7, 17:13, 17:14, 28:8, 29:8, 29:23, 29:24, 32:7, 35:9, 35:13, 40:5, 40:6, 40:9, 57:11, 58:2, 65:1, 65:4, 65:17, 75:20, 78:18, 79:19, 80:8, 85:15, 88:6
yesterday [2] - 18:15, 33:8
young [1] - 71:15
yourself [1] - 80:2

Z**zero** [2] - 43:22, 68:14**zone** [2] - 50:8, 53:21**Zoom** [1] - 3:25