



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

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

MINUTES

December 19, 2024 - 3:00 PM

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

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

A. CALL TO ORDER

December 19, 2024 Citrus County Courthouse
The meeting was called to order at 3:00 PM.

A.1. Invocation

Attorney Susan Spurgeon gave the Invocation.

A.2. Pledge of Allegiance

A.3. Roll Call

Present: Holly L. Davis, Jeff Kinnard D.C., Diana Finegan, Janet Barek, County Administrator Steve Howard, County Attorney Denise Lyn

Absent: Rebecca Bays, Clerk of the Circuit Court and Comptroller Angela Vick

B. OPEN TO THE PUBLIC

There were no citizen comments.

C. Announce purpose of meeting.

C.1. Those persons to be in attendance at the Attorney/Client Session are as follows:

Minutes

Board of County Commissioners Meeting - December 19, 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 following parties in attendance:

*Commissioner Holly L. Davis
First Vice Chair Diana Finegan
Commissioner Jeff Kinnard D.C.
Second Vice Chair Janet Barek
County Administrator Steve L. Howard
Susan K. Spurgeon, Attorney and Jonathan Tortorici, Associate with Shutts & Bowen, LLP
County Attorney Denise A. Dymond Lyn
Rebecca Foster, with Prestige Court Reporting*

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 3:22 PM.

[Proof of Publication](#)

COUNTY COMMISSIONER MEETING

DATE: DECEMBER 19, 2024

TIME: 3:00 p.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 COMMISSIONER JANET BAREK

7 COUNTY ADMINISTRATOR STEVE L. HOWARD

8 SUSAN K. SPURGEON, ATTORNEY

9 DENISE A. DYMOND LYN, COUNTY ATTORNEY

10
11 ALSO PRESENT:

12 JONATHAN TORTORICI, ZOOM

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P R O C E E D I N G S

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2 COMMISSIONER FINEGAN: And at this time I
3 will commence the attorney/client session. Case
4 style Southwest Florida Management District versus
5 Citrus County, Florida. Case number
6 2023-CA-000135.

7 ATTORNEY SPURGEON: Good afternoon,
8 Commissioners. I'm very pleased to come here today
9 because we're here to talk about potential to
10 settle this case.

11 Things have changed significantly since the
12 beginning of this litigation, and the district is
13 willing to settle with us on the terms of which we
14 prayed for in our counter claim, which is clear
15 title to the boat ramp, to the area of the parking
16 lot that is within the old County road
17 right-of-way.

18 In addition, the district is willing to
19 negotiate and I think is willing to grant to Citrus
20 County clear title to some other assets as well.

21 For instance, during the litigation, it
22 became pretty clear to me, and I think I told this
23 to the board at the last shade meeting, that not
24 only did I think the County had a good claim to
25 title to just the boat ramp, but the County

1 throughout the history of this park from 1990
2 forward has pretty much paid for all of the paving
3 and the repairs to the entire parking lot.

4 And so if you're going to own the boat ramp,
5 owning the parking lot makes a lot of sense to the
6 County. And you've already paid that cost, it's no
7 new out of pocket, so will help facilitate
8 operating the boat ramp.

9 Also, Miss Maggie Drive that was given to the
10 County by Lykes Brothers prior to 1990. Since 1990
11 when Lykes deeded the balance of the area over to
12 SWFMD, the County in it's cooperative agreements
13 with SWFMD has paid for the paving and upkeep of
14 Miss Maggie Drive.

15 So, I think that that is a good place for us
16 to start, and I invite you, the Commissioners, to
17 then, you know, lead me through the questions that
18 you may have, and what I've learned and what more I
19 can do to help you make a decision today.

20 COMMISSIONER FINEGAN: Well, I would like to
21 propose if it's the spirit of giving, and if SWFMD
22 is ready to acknowledge that Citrus County would
23 own the boat ramp, the parking lot and Miss Maggie
24 Drive, if they are in a place that they are focused
25 on their roles and their mission, if that does not

1 include the 40ish acres of the campground, I'm
2 curious if this board would like to join me and to
3 see if they would like to also add the campground
4 to this list.

5 ATTORNEY SPURGEON: And if I may,
6 Commissioner --

7 COMMISSIONER KINNARD: Great idea.

8 COMMISSIONER FINEGAN: Thank you.

9 ATTORNEY SPURGEON: The information I'm going
10 to impart to you now was given to me in a
11 settlement discussion between myself, as counsel
12 for Citrus, and Chris Tumminia, who is counsel for
13 SWFWMD.

14 So he does not have the blessing, the
15 official blessing of his board, but he can tell me
16 what he thinks his board is going to do. And in
17 confidence, I can tell him, what -- and what I did
18 tell him is, "I have no idea. I'll have to talk to
19 my board," but we can share those things in
20 confidence as attorneys, and the law protects that
21 conversation and it is confidential, just as
22 today's session is confidential.

23 So, there's no guarantees, but this was the
24 impression that I got from him -- and I asked
25 Jonathan to appear because Jonathan also took

1 really detailed notes while I was talking to
2 Mr. Tumminia -- and this is the impression that we
3 got. That SWFWMD's key and core mission is
4 pollution prevention. It is to protect the water
5 resources of a huge area; consumptive use, wetland
6 protection, consumption of water, those are their
7 core governmental missions.

8 Recreation is not part of their core. It's a
9 nice add on, but it's not part of their core.

10 We both know -- or, I'm sorry -- we all know
11 what back-to-back hurricanes did to this whole
12 region, and SWFWMD has insurance, but their
13 insurance proceeds are going to be wiped out by
14 repairing the structures that they lost that focus
15 on their core mission; flood control, water
16 quality, water consumption, they've got to spend
17 their time and their money on that.

18 As a result of, I think you have a probably
19 once in a lifetime or longer opportunity to
20 cooperate with the district to take over ownership
21 of certainly the riverfront that is there along the
22 edge of the parking lot.

23 And in your booklets, there's a -- if you go
24 to the -- just past the first blue page, there's a
25 survey. So that survey shows you the area of the

1 parking lot and the improvements that were there --
2 this is a 1990 survey, so it's obviously out of
3 date, but it's a good pictorial reference, of the
4 parking lot and the areas along the riverfront. I
5 think they are certainly willing to let the County
6 have clear title to that, as well as to the stretch
7 of Miss Maggie Road that leads up to the parking
8 lot.

9 My guess -- he did not give voice to this,
10 but my guess is that they will require that Citrus
11 County -- and I know you will -- use this for the
12 good of the citizens, keep the boat ramp open and
13 keep this facility open to the extent that you are
14 able to within the constraints of your own budget
15 -- and we'll talk about that a little bit more in a
16 minute -- I think they're willing to give title to
17 that.

18 During the discussion, you know, I then
19 brought up some of the practical matters. Okay, if
20 the bathrooms up there are destroyed -- and you
21 have to have bathrooms in order to operate the boat
22 ramp -- is there a restroom? And he said, "Well,
23 yes. It's down in the campground. It's a restroom
24 and laundry facility. We'd be willing to let you
25 take title to that as well."

1 And intimated that indeed, probably the
2 entire campground, they will be willing to let you
3 take title to in order to operate it.

4 Now, I understand the budget constraints, and
5 you've got a report here from your staff, some of
6 these improvements are not in good shape
7 particularly along the riverfront, they were hit
8 pretty badly by the hurricane.

9 Your boat ramp is in great shape. It's all
10 concrete. It would take something far greater even
11 in those two hurricanes to cause problems to your
12 boat ramp itself. Parking lot is in good shape.

13 Some of the buildings, particularly the store
14 and bathroom building took water, but we had County
15 staff and County administrator -- please interrupt
16 me if I'm off course here -- but they went out and
17 looked at it and in their opinion, if we bring in
18 two Porta Potties at a cost of \$100 each per month,
19 so \$200 a month, we could continue to operate the
20 boat ramp while the County assessed what to do with
21 these buildings, how long to keep them closed,
22 putting together a budget to eventually rehab them.

23 If you'll pardon me, I do not mean any
24 disrespect, but there's a saying that God's not
25 making land like this anymore.

1 And so this is unique. This harks back to
2 Citrus County's initial objective, which was to
3 keep the boat ramp open and operating for the
4 people of Citrus County.

5 It clears up the legal title issues that
6 plagued us in this litigation over who is the legal
7 owner, and I think it is an opportunity for us to
8 come out of this meeting with a forward face
9 towards no longer being at loggerheads with the
10 district, but cooperating together to provide this
11 recreational opportunity to the extent possible
12 under the budgets for the citizens of Citrus
13 County, and, of course, the citizens of the State
14 may come there as well.

15 ATTORNEY DYMOND LYN: Okay.

16 ATTORNEY SPURGEON: Okay. I stopped.
17 Questions?

18 COMMISSIONER DAVIS: Madam chair?

19 ATTORNEY FINEGAN: Yes.

20 COMMISSIONER DAVIS: You believe that they
21 would be amenable to letting go of the entire
22 campground?

23 ATTORNEY SPURGEON: I do, and if the board
24 will authorize me, I will enter into confidential
25 negotiations on your behalf with counsel for the

1 district, and he will take that to his board also
2 in a confidential meeting.

3 COMMISSIONER DAVIS: I think that that's
4 outstanding news. And obviously it's going to be
5 probably a fairly big financial burden to rehab all
6 those buildings, but we can take time doing it, and
7 that could really be a nice plum jewel in our park
8 system.

9 ATTORNEY SPURGEON: I think that -- I don't
10 have to govern this County, I only have to do its
11 legal work, but from a legal standpoint, it's a
12 tremendous victory.

13 And from the government standpoint, from this
14 lay person's perspective, it seems like it's a
15 tremendous victory because I don't think you can be
16 criticized for having to take time to get around to
17 rehabbing these buildings.

18 COMMISSIONER DAVIS: Yeah, because it dropped
19 in our -- it would, theoretically, drops in our
20 laps without any warning, so...

21 COMMISSIONER FINEGAN: Madam chair?

22 COMMISSIONER BAREK: Yes, ma'am. I agree
23 with Commissioner Davis that this would be a really
24 good thing for the citizens for Citrus County. And
25 if Susan is willing to sign papers, please give

1 them whatever they need legally.

2 ATTORNEY SPURGEON: We may have to come back
3 with -- and I'm sure once we've negotiated, you
4 know, between us, I'll have to come back to you in
5 some fashion with, you know, the details, and I'll
6 know more once I go to counsel for the district.

7 But if you'll give me a motion authorizing me
8 to negotiate with the counsel for the district and
9 to ask for title to the riverfront parking area,
10 the riverfront improvements, the parking lot, Miss
11 Maggie Drive, and the campground, then I can do
12 that and find out what, if anything, the district
13 needs in terms of that.

14 ATTORNEY DYMOND LYN: If I might just -- no
15 motion, just consensus because we can't do motions.

16 ATTORNEY SPURGEON: All right. Thank you,
17 Attorney Lyn. I've known Attorney Lyn for a long
18 time, so it's hard for me, I apologize. No
19 disrespect intended.

20 ATTORNEY DYMOND LYN: No disrespect.

21 COMMISSIONER KINNARD: Well, I think you have
22 unanimous support to go do it.

23 ATTORNEY SPURGEON: Okay.

24 (Speaking over each other.)

25 COMMISSIONER DAVIS: Madam chair, I have a

1 question.

2 COMMISSIONER FINEGAN: Yes.

3 COMMISSIONER DAVIS: Can someone please
4 remind me what the -- is this leased out to someone
5 to run a campground for SWFWMD because the
6 manager's house is currently occupied.

7 ATTORNEY SPURGEON: The district has an
8 agreement with an entity that the principal of
9 which is Elaine Moore -- and I have to apologize, I
10 don't know the name of the entity, it might be
11 Paddles and Moore [sic].

12 But, at any rate, there is a business entity,
13 the principal is a woman named Elaine Moore, I
14 think you probably know her, she's been a realtor
15 around Citrus County for, you know, decades.

16 Their agreement is on a month-to-month basis.
17 They have -- they expected to hold a meeting
18 yesterday and they expected to extend that
19 month-to-month agreement so that the district may
20 cancel it at the end of any given month, but they
21 may extend it without further board action through
22 June of 2025.

23 So that gives us the first six months of 2025
24 to work this out and to let Citrus County decide
25 what they want to do. They can either continue a

1 contract with Ms. Moore, they can put it out to bid
2 for other vendors, but you won't saddled with a
3 long term contract with Ms. Moore if Citrus County
4 chooses to make another decision.

5 COMMISSIONER DAVIS: Excellent.

6 COMMISSIONER FINEGAN: Anything else?

7 COMMISSIONER KINNARD: Ready to adjourn.

8 ATTORNEY DYMOND LYN: Just remember that, you
9 know, the court reporter is here taking down all of
10 our words. At the conclusion of this litigation,
11 those will be -- could be made public if anyone
12 asks, and we are still confidential, we're not to
13 discuss this.

14 ATTORNEY SPURGEON: Let me say one other
15 thing. I think that from a legal standpoint, that
16 the district will probably have to declare the
17 campground to be surplus property and go through
18 that procedure, which will take some time, but that
19 is up to district's counsel.

20 But I think -- if all we wanted was the
21 parking lot, Miss Maggie Drive and riverfront, I
22 think we could get that under stipulated final
23 judgment and we would not be bound by law to go
24 through the excess property procedures.

25 But when you expand to the campground, which

1 was never part of the litigation, I think we're
2 going to have to go through excess property.

3 COMMISSIONER FINEGAN: Can we do them
4 separately?

5 ATTORNEY SPURGEON: Could be. I could
6 certainly see that, doing a stipulated final
7 judgment in the litigation and take title to some
8 of it and then work on the campground separately.
9 I will ask him. It may depend on how he best feels
10 he wants to approach it with his board.

11 COMMISSIONER FINEGAN: I feel that given the
12 circumstances, strike while the iron's hot, so I do
13 want us to acquire the campground if they're
14 willing to give it, but as people change and
15 leaders change, if we're ready, if they're on the
16 ready to give over the first part of it, I would
17 say let's take it. And then the second part of it,
18 if it's taking a longer time, maybe do them
19 separately then.

20 ATTORNEY SPURGEON: I also will recommend at
21 some point that we get some surveys done, that we
22 get legal descriptions for what you're getting.

23 And then SWFWMD may already have those
24 surveys in their records, but we need to have it
25 legally described, because there's a great portion

1 of land out there that you will not be getting that
2 are protected wetlands and other wilderness areas
3 that belong to SWFWMD and will continue to do so.

4 COMMISSIONER FINEGAN: All right, anything
5 else? Madam Attorney?

6 ATTORNEY DYMOND LYN: I just need to collect
7 any materials you have, we'll be shredding those.

8 COMMISSIONER FINEGAN: Okay. Mr. Howard,
9 anything?

10 MR. HOWARD: No.

11 COMMISSIONER FINEGAN: Okay. At this time
12 we're going to open the meeting back up to the
13 public.

14 ATTORNEY DYMOND LYN: And close the
15 attorney/client session.

16 COMMISSIONER FINEGAN: And close the
17 attorney/client session. It's 3:22, and this
18 meeting is adjourned.

19 (Whereupon, the meeting was concluded at 3:22
20 p.m.)
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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 27th day of January, 2024.



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

