



**BOARD OF COUNTY COMMISSIONERS
CITRUS COUNTY, FLORIDA**

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

ATTORNEY/CLIENT SESSION

MINUTES

July 11, 2023 - 10:00 AM

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

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

A. CALL TO ORDER

July 11, 2023 Citrus County Courthouse
The meeting was called to order at 10:00 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,
Assistant County Administrator Mariselle Rodriguez, County Attorney
Denise Lyn, Deputy Clerk Amy Novinger, Deputy Clerk Ashlyn
Hunnicut

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.

Minutes

Board of County Commissioners Meeting - July 11, 2023

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

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

The following persons were in attendance at the Attorney/Client Session as follows:

*First Vice Chair Holly Davis
Second Vice Chair Rebecca Bays
Commissioner Jeff Kinnard, D.C.
Commissioner Diana Finegan
Assistant County Administrator Mariselle Rodriguez
Susan K. Spurgeon, Attorney, Shutts & Bowen, LLP
County Attorney Denise A. Dymond Lyn
Rebecca Foster, Prestige Court Reporting*

D. Commence Attorney/Client Session in case styled Southwest Florida Water Management District v. Citrus County, Florida (Case No.: 2023 CA 135)

E. CLOSE ATTORNEY/CLIENT SESSION/REOPEN MEETING

F. ADJOURN

The meeting was adjourned at 10:53 AM.

[Proof of Publication](#)

Minutes

Board of County Commissioners Meeting - July 11, 2023

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COUNTY SHADE MEETING

DATE: JULY 11, 2023
TIME: 10:00 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 RUTHIE DAVIS SCHLABACH

3 COMMISSIONER HOLLY L. DAVIS

4 COMMISSIONER REBECCA BAYS

5 COMMISSIONER DIANA FINEGAN

6 COMMISSIONER JEFF KINNARD D.C.

7 DENISE A. DYMOND LYN, COUNTY ATTORNEY

8 MARISELLE RODRIGUEZ, COUNTY ADMINISTRATOR

9 SUSAN K. SPURGEON, ESQUIRE

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

2 ATTORNEY LYN: Susan, we do have a court
3 reporter here just so you know. She's behind that
4 big screen over there.

5 ATTORNEY SPURGEON: Thank you.

6 ATTORNEY LYN: Madam Chair, the purpose of
7 this meeting is to discuss the case styled
8 Southwest Florida Water Management District versus
9 Citrus County, Florida. It's case number
10 2023-CA-135.

11 We've had rolldcall, but we'll just go through
12 that just briefly again. All of the commissioners
13 are present except for Chairman Ricky (phonetic),
14 Davis Schlabach. And we have Mariselle Rodriguez
15 standing in for Steve Howard, and you have of
16 course Susan Spurgeon calling in through Teams,
17 myself and our court reporter.

18 So at this time, I'm going to turn it over to
19 Miss Spurgeon and tell us what you have for us.

20 ATTORNEY SPURGEON: Thank you, County
21 Attorney Denise Lyn.

22 Commissioners, my name is Susan Spurgeon.
23 And I'm a partner at the Shutts & Bowen Firm in our
24 Tampa Office. I specialize in real property
25 litigation and environmental litigation. And I'm

1 here today to ask direction from the commissioners
2 regarding this representation of Citrus County in
3 this litigation. And I will first review the
4 recommendation that I've undertaken so far. And
5 ask the commissioners to provide direction on how
6 we can go forward.

7 If I may, I want to share my screen so that I
8 can show a drawing, which I've put together.
9 Commissioners, what you should see here on the
10 screen is a print that I took from a survey. And
11 what the lawsuit concerns of course is ownership of
12 the boat ramp and the portion of the paid parking
13 area in the Chassahowitzka campground.

14 Citrus County acquired ownership of the
15 right-of-way, which I've highlighted here in
16 yellow, for County Road 480 in 1979. That
17 right-of-way was initially deeded by the Lykes
18 Brothers Corporation to the State of Florida. And
19 at that time, commissioners, there was a strict
20 difference between ownership between the state and
21 the county. Ultimately, ownership and control of
22 this right-of-way was transferred to Citrus County
23 when the County Road system became more modernized
24 and the transfer of title to many rights-of-way
25 across the state were being done.

1 The county did not build a road on this
2 right-of-way, however because this is mostly --
3 through this section is mostly wetlands.

4 It's my understanding that further to the
5 west in the county, County Road 480, was built on a
6 right-of-way.

7 In 1990, Lykes Brothers petitioned Citrus
8 County to abandon the right-of-way, which it did
9 less and except the boat ramp and the paid parking
10 area. And you see here, there's the boat ramp and
11 of course this is the portion of the overall paid
12 parking area, but there was no conveyance of title
13 to the boat ramp or the paid parking area to Lykes
14 Brothers. And, commissioners, I'll touch on this
15 briefly now, but more in detail, I'm not sure that
16 the abandonment resolution transferred anything to
17 Lykes Brothers because the county didn't just own
18 an easement in this property. It owned this
19 property in fee title. It didn't take the right to
20 use this road through a dedication and a plat as
21 we're accustomed to, it took title to this piece of
22 property because of a deed from the Lykes Brothers
23 to the State and transfer of that title from the
24 State to the County.

25 But moving forward back to 1990, four days

1 later, the Lykes Brothers deeded the campground to
2 Lykes. I'm sorry, to the district, to the
3 Southwest Florida Water Management District, which
4 I'll call the district. And so as you are well
5 aware, the lawsuit is over the ownership of the
6 boat ramp and the parking area. And I'll stop
7 sharing the screen, but we can go back to it at any
8 time --

9 ATTORNEY LYN: Susan. Susan, just a second.
10 Commissioner Finegan has a question.

11 COMMISSIONER FINEGAN: In 1990 and before
12 when you said the less and except the boat ramp,
13 who was the owner, the clear owner of the boat ramp
14 and that parking lot at that point in time?

15 ATTORNEY SPURGEON: Commissioner, in my
16 opinion, the boat ramp and the parking area were
17 owned by Citrus County. Now, I will tell you this
18 more than once through the course of this
19 litigation, no lawyer's going to guarantee you an
20 outcome and no lawyer can responsibly give you a
21 guarantee of title. But in my opinion, the county
22 owned the boat ramp and the parking area because it
23 owned the right-of-way and those improvements were
24 located within the right-of-way according to this
25 survey, which I obtained from the district,

1 actually which the county obtained from the
2 district.

3 COMMISSIONER FINEGAN: Do we have any other
4 owners ever on record other than Citrus County that
5 owned that boat ramp and parking lot?

6 ATTORNEY SPURGEON: Not to my knowledge,
7 Commissioner.

8 COMMISSIONER FINEGAN: Thank you.

9 ATTORNEY SPURGEON: Commissioners, this is
10 the direction which I've taken thus far. In the
11 litigation over the title, over who owns the boat
12 ramp and parking area, the important objective here
13 is to be sure that the citizens of Citrus County
14 maintain the right to use the boat ramp and to use
15 the paid parking area, not only perhaps the small
16 sliver that the county I believe owns, but also
17 some of the adjacent parking so in order to
18 facilitate their use of the boat ramp to park boat
19 trailers and vehicles.

20 The rights of the citizens of Citrus County
21 to use the boat ramp and parking area, can be
22 protected regardless of ownership. The district is
23 also a government entity. It can be a steward of
24 the boat ramp and the parking area for the citizens
25 of Citrus County.

1 If we litigate who owns the boat ramp and who
2 owns the parking area, it will be a highly
3 technical fight depending on claims to title that
4 go back to the 1970s and the application of what's
5 called The Marketable Record Title Act. I have
6 experience in both of those instances. I've
7 litigated title for governmental entities that it's
8 gone back to the early 1990s, but I know from
9 experience how argue-ish it can be in terms of time
10 and expense.

11 And so the course that I've taken so far, is
12 to ask The Court to put the litigation on hold.
13 Don't make Citrus County respond to the district's
14 outstanding discovery. And please, Your Honor,
15 send this to mediation because I think that the
16 county would be best served to seek a solution in
17 which the rights of the citizens are protected into
18 the future rather than pursuing an extensive and
19 expensive fight over ownership.

20 My preliminary idea is to seek a set of
21 covenants or you may call them deed restrictions,
22 which give the right of the citizens of Citrus
23 County to use the boat ramp without charge, as I
24 understand that they have enjoyed up 'til now,
25 access to the boat trailer parking and to keep the

1 boat ramp open as long as reasonably possible. We
2 can't foresee the future. There may come a time
3 due to environmental change or some other
4 catastrophic or gradual change that will cause it
5 to be unreasonable to insist that the boat ramp
6 remain open.

7 But as long as reasonably possible, I would
8 seek to have a right of the citizens of Citrus
9 County to use the boat ramp and to park vehicles
10 and boat trailers in the adjacent parking area.
11 Now, there are other -- yes, Commissioner?

12 ATTORNEY LYN: Susan, just a second.

13 COMMISSIONER KINNARD: So far what you're
14 laying out seems reasonable. Seems like a
15 reasonable solution provided that boat ramp stays
16 open, but does it make sense to put some sort of
17 threshold for keeping it open, you know, as long as
18 the river remains navigable or -- you know, I
19 wouldn't want to just leave it up to the district
20 to say, well, it's no longer reasonable to keep
21 this open, there's too much environmental damage
22 from boaters using it and they close it next
23 summer. That's my concern.

24 ATTORNEY SPURGEON: And, Commissioner, your
25 concern is well taken and thank you for that. And

1 at this point, I'm only speaking in conceptual
2 terms.

3 And obviously, if the commissioners choose to
4 continue to follow the path that I've recommended
5 thus far, then I would work with county staff as
6 well as if needed any outside experts to set, to
7 work at a set of thresholds, so that, as you say,
8 the district cannot simply unilaterally decide it's
9 no longer going to keep the boat ramp open, we're
10 closing it. Because the district has already
11 threatened to close the boat ramp. They've
12 threatened to close the campground. They've
13 threatened to block the access to the boat ramp and
14 the paid parking area by closing Miss Maggie Drive.

15 ATTORNEY LYN: Susan.

16 ATTORNEY SPURGEON: I don't know that --

17 ATTORNEY LYN: Susan.

18 ATTORNEY SPURGEON: -- those threats can be
19 taken seriously, but they certainly have been made
20 and I think that we owe it to the citizens to
21 protect their rights. I'm sorry, Commissioner, I
22 interrupted you.

23 ATTORNEY LYN: Susan. I'm sorry.

24 COMMISSIONER KINNARD: Not only have they
25 threatened to close those things, but they have a

1 track record for closing public access to rivers or
2 severely restricting access to public waterways
3 just to our south in Hernando county in the Weeki
4 Wachee River.

5 COMMISSIONER DAVIS: Are you done?

6 COMMISSIONER KINNARD: I'm done.

7 COMMISSIONER DAVIS: Commissioner Bays?

8 COMMISSIONER BAYS: Is there a clause that we
9 can add into this agreement that would offer a
10 first right of refusal if SWFWMD decides that
11 they're not going to operate this with the benefit
12 of the citizens that the county then could take it
13 back over and operate it at its expense and as the
14 provider of the service?

15 ATTORNEY SPURGEON: Commissioners, what I'm
16 proposing is that we seek a mediated settlement.
17 And any of those kinds of conditions that are
18 important to the Commissioners could be proposed.
19 If accepted by SWFWMD, no problem, if rejected by
20 SWFWMD for one reason or another, they may make a
21 counter proposal, and we may come back to the
22 commissioners in another attorney/client session.
23 But the nice thing about setting out a mediated
24 settlement and seeking a set of conveyance is that
25 we can do whatever is legal, ethical and moral.

1 There's very little control over how we would
2 structure this between the county and the district.
3 In court, all the court can do is give us an
4 answer, either the district owns it or Citrus
5 County owns it. And then a concern would be
6 winning in court that as Commissioner Kinnard has
7 said -- and I apologize if I get your names wrong,
8 Commissioners -- the district may then try to make
9 that a very hollow victory. There are
10 environmental concerns with the operation of boat
11 ramps, I think they would have to be taken into
12 account, but there are also outside experts who
13 provide us and perhaps even experts within the
14 county staff that could provide us with reasonable
15 information for reasonable guidelines to both
16 protect the rights of the citizens to use the boat
17 ramp and protect the rights and protect the
18 environment.

19 COMMISSIONER DAVIS: Commissioner Bays?

20 COMMISSIONER BAYS: No. I'm good.

21 COMMISSIONER DAVIS: Commissioner Finegan?

22 COMMISSIONER FINEGAN: Another concern that I
23 have is the maintenance of the boat ramps. So if
24 the district owned it and not Citrus County, my
25 concern would be that they're not closing it for

1 environmental concerns, but then it would be, well,
2 the parking lot needs redone or the boat ramp needs
3 repaired, we don't have the ability to fund that
4 right now. So then it's just closed. It's like
5 we're not closing it outside of what we agreed on,
6 but it's closed for repairs and that could be
7 indefinitely. So my concern is that if we're
8 protecting the rights of our citizens, we would
9 want prompt service and repairs as -- because if it
10 was the county and we maintain our ownership of
11 that, we would be making sure the citizens always
12 had access to that boat ramp. And if there was
13 need or cause for repairs, we would do that in more
14 of an immediate fashion and I don't know if the
15 district would or not, but we need to look out for
16 that.

17 ATTORNEY SPURGEON: And I've noted that as
18 well, Commissioner. Thank you for that suggestion
19 as well.

20 One possibility would be to give the county
21 the right, but not the duty to go in and make
22 repairs at the county's expense if necessary or to
23 provide some kind of required maintenance on the
24 part of the district. Again, those are details
25 that I have not come to because I'm still thinking

1 of this in a conceptual way.

2 COMMISSIONER DAVIS: I think these are -- are
3 you done?

4 COMMISSIONER FINEGAN: Yes, ma'am.

5 COMMISSIONER DAVIS: -- excellent questions
6 and discussion. Just so we understand the entire
7 playing field -- I'm much more of a mediation kind
8 of person -- so I'm not saying that I'm not for
9 that, but if we were to actually fight this out in
10 court and they lose, is it a done deal that they
11 would pay our attorney expenses, not, absolutely
12 not or up to the judge?

13 ATTORNEY SPURGEON: And I'm going to ask that
14 Denise Lyn also provide her opinion here, but to my
15 knowledge, there is no vehicle for recovery of
16 attorneys fees by Citrus County against the
17 district nor the district against Citrus County
18 unless in the future we were able to provide what's
19 called an offer of judgment, which was then
20 rejected by the district and enforced by the
21 county.

22 And, Commissioners, I will tell you that in a
23 case where you're fighting over money, one person
24 hits another person at a stop light and the injured
25 person claims an amount of money and they make an

1 offer of judgment as to the amount of money. It's
2 pretty clear who wins and who loses because it's
3 all objective dollar signs and those offers of
4 judgment are fairly routinely enforced by the
5 courts.

6 This is much more conceptual. It's
7 subjective not objective. It would be hard for
8 either side to recover attorneys fees. The only
9 other alternative I can think of that may result in
10 attorneys fees and it's certainly not on the table
11 at the moment, is a motion called a 57.105 motion
12 where it was alleged and proven that one side had
13 taken a position in the litigation that was
14 entirely frivolous and entirely without merit. And
15 I don't see that in this case.

16 COMMISSIONER DAVIS: Thank you. I guess I'm
17 just looking for the edges of the playing field.

18 ATTORNEY LYN: I agree with everything she
19 said about attorneys fees. And when it's the right
20 time, Chair, I will have some questions for her
21 too, but please --

22 COMMISSIONER DAVIS: All right. Commissioner
23 Finegan?

24 COMMISSIONER FINEGAN: When we're talking
25 about mediation, and obviously, I can see why we

1 would think that is a good option. It's horrible
2 when government sues government. It only hurts the
3 tax payers. I guess I'm thinking what are we
4 mediating because what's the why? Like, we feel
5 like the county owns the boat ramp and we want to
6 protect the rights of our citizens to use the boat
7 ramp. The district, in my mind, I could be
8 incorrect, do they have an opposite objective? Are
9 they trying to close the boat ramp? If they say
10 they're not, then why do they want to possess the
11 ownership? I'm sure they don't want to spend their
12 pot of money to take care of the boat ramp and to
13 maintain the boat ramp. So my fear I guess moving
14 ahead is what are we actually mediating because
15 what is their objective? If our objective is just
16 protect the rights of our citizens, maintain the
17 boat ramp while we also care and protect our
18 waterway, what is their objective? And that is
19 what makes me a little nervous. Why are we even
20 here? If we all had the same goal, if ownership
21 didn't matter and it really was about protecting
22 the rights of the citizens for all parties, why are
23 we here?

24 COMMISSIONER DAVIS: Madam Attorney?

25 ATTORNEY SPURGEON: Commissioners, I don't

1 have complete insight into what the district's
2 objectives are. I can tell you that publicly, they
3 have said, or represented, that they believe that
4 they are not capable of entering into management
5 contracts to keep the campground open and to keep
6 the boat ramp and parking area open so long as
7 Citrus County maintains its claim of ownership of
8 the boat ramp and parking area.

9 Whether they have any ulterior motives of
10 wanting to close the boat ramp and the parking
11 area, or others of which we could only speculate
12 to, I can't say.

13 ATTORNEY LYN: Madam Chair --

14 ATTORNEY SPURGEON: But the mediation goal
15 would be -- and there's no guarantee that mediation
16 would be successful. There's no guarantee that the
17 district wouldn't come back and say, that's it,
18 we're sorry, we're not doing this. We want to own
19 that property by George and we think we own it and
20 that's the only solution for us and let's go back
21 to court. But I think it's worth trying because
22 the objective of mediation would be to put aside
23 the question of ownership. I wouldn't even balk at
24 letting ownership devolve to the district so long
25 as we believe that there were a set of deed

1 restrictions, covenants in place to protect the
2 rights of the citizens.

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

5 ATTORNEY SPURGEON: I'm sorry, ma'am, I
6 cannot hear.

7 COMMISSIONER DAVIS: Commissioner Bays and
8 then Commissioner Kinnard would like to ask more
9 questions.

10 COMMISSIONER BAYS: I know at one point --
11 and I don't know what timeframe in years -- I know
12 the county entered into an agreement with SWFWMD to
13 operate the campground parking and then at our own
14 expense we also paid for the repairs and
15 maintenance of the boat ramp. And then we decided
16 -- and then we subleased the campground out. And I
17 think it's only been within the last couple of
18 years maybe that we relinquished that contract.
19 Would that be --

20 ATTORNEY LYN: November of '22 is when the
21 contract expired.

22 COMMISSIONER BAYS: And that is the core
23 service that they're entering into the contract
24 with now?

25 ATTORNEY LYN: We were contacted in 2019 by

1 Ken Frank representing the district asking us to
2 relinquish our management of the campground because
3 SWFWMD was going in a different direction and they
4 wanted forestry, which manages others of their
5 properties. They wanted to put all of their
6 properties under forestry's umbrella. And that was
7 in 2019 is when those discussions started. And the
8 existing contract was in place until November 22nd.
9 Communications broke down during -- between 2019
10 and 2022 when the issue of the boat ramp came up.

11 COMMISSIONER BAYS: Okay. I'm just trying to
12 clarify it in my mind.

13 COMMISSIONER DAVIS: Commissioner Kinnard?

14 COMMISSIONER KINNARD: The only question I
15 think we're here to answer today is give you
16 direction on whether or not to proceed with
17 mediation.

18 ATTORNEY SPURGEON: Well, yes, Commissioner.
19 And if the Commissioners would like I can lay out
20 what I see as the other alternatives. You know,
21 one would be -- and Commissioners, please
22 understand that as your counsel, I'm going to lay
23 out alternatives that may be in my mind, there's no
24 way you would ever think reasonable or what you
25 want to do, but as your counsel, I have an

1 obligation to at least show you those alternatives.
2 So please don't be offended if these alternatives
3 seem unreasonable or common sense to you because
4 one choice is to simply give up. Tell the district
5 that they have ownership and total control over the
6 boat ramp and paid parking area. We've discussed
7 previously that puts all the control into the
8 district's hands without any way to control what
9 happens later.

10 There is the mediation solution we've
11 discussed at length. It may or may not be
12 successful. If it's not successful, we don't have
13 to decide today what to do next if we choose that
14 route.

15 Another route would be to simply ramp up the
16 litigation. Start working towards getting a
17 solution. One potential within the ramp up the
18 litigation solution is to ask the court to enter a
19 summary final judgment. Here are the documents in
20 the chain of title, here are the things that we
21 know about the usage, here's why we think Citrus
22 County owns it. Judge, please decide.

23 But I can tell you from more than 30 years of
24 experience, that motions for summary judgments are
25 deceptively simple. They are time-consuming and

1 expensive. The other side has the right to force
2 us to complete discovery before motion for summary
3 judgment could be heard. And one of the things
4 that we hadn't touched on this morning is the
5 extensive and exhaustive discovery that the
6 district has propounded against the county.

7 So those are the options I think you
8 Commissioners can see the pros and cons, but I will
9 be happy to answer questions about them, but those
10 are some of the other options that are available to
11 the board if you choose not to try to pursue
12 mediation.

13 COMMISSIONER KINNARD: Madam Chair?

14 COMMISSIONER DAVIS: Yes.

15 COMMISSIONER KINNARD: I would suggest we
16 give her direction to proceed with the mediation
17 route. And then, ultimately, she can get with
18 staff and figure out what all of the covenants are
19 going to be that if we do this, these are the
20 covenants.

21 And if the district decides, okay, we'll sit
22 down and mediate. If the district says no, then
23 she'll come back to us and say, alright. They have
24 declined to go through mediation or they've
25 declined all these covenants or some of the

1 important ones, they're ready to go to court.

2 That's when we make the decision as to whether or
3 not to proceed with litigation; is that correct?

4 ATTORNEY SPURGEON: Commissioner Kinnard, I
5 believe that is correct. And let me please say
6 that I think it likely that the court will order us
7 to mediation. The unanswered question is whether
8 the court will also order that the county answer
9 the pending discovery prior to mediation, and we
10 have options that we can talk about in a moment,
11 whether we want to go ahead and try to answer that
12 discovery, to clear that objection of the district,
13 or whether we want to proceed to hearing, which is
14 already set for October 25th of this year to ask
15 the court to not require us to go through the
16 discovery process.

17 But yes, Commissioner, if we pursue the
18 mediation, we can work with staff and with others
19 to put together a list of proposed covenants. We
20 have -- even have another attorney/client session
21 prior to mediation because realistically, I don't
22 see mediation taking place until late fall.

23 COMMISSIONER DAVIS: And our attorney needs
24 to ask questions, too. Go ahead. You have the
25 floor.

1 COMMISSIONER KINNARD: Okay. My
2 understanding is the request for discovery is
3 rather voluminous, which equates to more tax payer
4 dollars being spent on this, which could
5 potentially be saved if mediation is successful.
6 So I would suggest we give her the direction to go
7 down that road and come back just to answer what,
8 you know.

9 COMMISSIONER DAVIS: I do want to give Denise
10 an opportunity to ask her questions, but I'm on
11 board with that.

12 ATTORNEY LYN: Susan, the one thing that I
13 wanted to talk about and, you know, we had gotten
14 some correspondence and we had gotten some articles
15 written in the newspaper that the county was not,
16 for a lack of better characterization, playing
17 fair.

18 I think that suggesting the mediation might
19 be helpful in the court of public opinion that we
20 are trying to play well with, if you will, SWFWMD
21 rather than taking the heat that we're, you know,
22 hiding the ball or whatever.

23 So I appreciate the suggestion about
24 mediation, but one of my concerns is that I did
25 offer in some correspondence to the district that

1 we would consider giving them a license to use the
2 boat ramp and, you know, I think that the document
3 or the product that we would end up with through
4 mediation might be something that looks like a
5 license or a right of use or something like that.
6 And I didn't get real good -- I didn't get any
7 response from the district or any interest from the
8 district to pursue that if we don't admit that they
9 own the boat ramp.

10 So I'm looking forward to mediation if that's
11 what the board agrees with, but my concern is that
12 they don't want to play unless we admit they own
13 the boat ramps. And I don't know if the board is
14 willing to do that or not.

15 COMMISSIONER DAVIS: Commissioner Bays?

16 COMMISSIONER BAYS: For me it seems like a
17 pretty clear and simple -- I mean, I know
18 obviously, we don't want to give up something that
19 we own, but at the end of the day, I look at what
20 do we really own?

21 If we only own a boat ramp and we really
22 theoretically have no parking, if you will, for
23 boats and trailers, or trucks and trailers, what do
24 we really have? And I think what our objective, in
25 my view point, is that we want to maintain the

1 right of our citizens to be able to use that.

2 So, from my prospective, you know, I know
3 what we've spent on it in the past to operate it
4 and maintain it, we've had to dedicate staff to it,
5 it's disjointed from everything else that we have.
6 At the end of the day if we can come to a
7 resolution with the district that they are going to
8 operate, maintain this for the benefit of our
9 citizens and the public use, I'm good with that. I
10 don't care. But if we can devise some sort of
11 language in there that there's a reverter clause
12 should they decide that they don't want to operate
13 and maintain that, then they will let the county
14 then take control and operate it at its cost and
15 expense along with the parking that we have for the
16 benefit of the use of the public. I think that's,
17 in my opinion, that's a win-win for all of us. I
18 don't care if they want to own it, own it. I mean,
19 put it -- you know, for me assets are like put it
20 up for sale and see what you can get. If you don't
21 own any parking, then if you can't park a truck and
22 a trailer, what do you really got? So that's my
23 two cents.

24 I don't really want to go down the rabbit
25 hole spending a bunch of money fighting a legal

1 battle that it's a flip of the coin whether we're
2 going to win or lose and if we can get to the same
3 results and have the benefit of the citizens to use
4 it and they're agreeable to that, then I'm good.

5 COMMISSIONER DAVIS: For the clarification,
6 my notes said that we conveyed the right-of-way
7 less and except the ramp and parking, so we do own
8 the parking, too?

9 ATTORNEY LYN: We own the parking that is
10 within the formerly occupied right-of-way, so it's
11 a small portion of the parking.

12 COMMISSIONER DAVIS: It's a very small
13 portion.

14 ATTORNEY LYN: Very small portion.

15 COMMISSIONER DAVIS: Okay. Got it. Thank
16 you.

17 Commissioner Bays?

18 COMMISSIONER FINEGAN: I just want to
19 reiterate I could agree with Commissioner Bays, but
20 reiterate what I hear her saying is they would pay
21 for not taking ownership and then we have all the
22 expense. And our citizens could use that and their
23 additional parking; is that correct?

24 ATTORNEY SPURGEON: I'm sorry, Commissioner
25 Finegan, could you please repeat that? I missed

1 taking the note.

2 COMMISSIONER FINEGAN: That's okay. Just
3 reiterating what Commissioner Bays was saying that
4 if in mediation we came out not being the owners of
5 it, that it wouldn't be that the district would own
6 it and the county would have to pay and maintain
7 it, that the district would be paying, maintaining
8 it, keeping it open, and also keeping open that
9 additional parking that would be needed to make
10 that boat ramp enjoyable and in use for many
11 citizens and not just a couple with open bits of
12 parking that we would have.

13 COMMISSIONER DAVIS: Well said.

14 COMMISSIONER FINEGAN: And back to my point
15 that there would never --

16 ATTORNEY SPURGEON: And so --

17 (Speaking over each other.)

18 COMMISSIONER FINEGAN: -- they wouldn't be
19 closing it down or, you know, long periods of
20 closing for repairs, I will let the attorneys sort
21 all of that out, but I think that would be the wish
22 if my fellow board members agree. We have clauses
23 and I would make sure that it stays open.

24 ATTORNEY SPURGEON: And so if I may restate
25 that one of the things that we should be looking

1 towards is that the district would pay for the
2 maintenance and operation of the boat ramp, but
3 that if the district chose not to continue to
4 operate the boat ramp, the county would have the
5 right to come in and maintain and operate the boat
6 ramp at county expense. Is that an accurate
7 restatement, Commissioners?

8 COMMISSIONER BAYS: Yes, ma'am. For me it
9 is.

10 COMMISSIONER DAVIS: Yeah. So go back to
11 Commissioner Kinnard's point is to just say we
12 would like to do mediation and then come up with
13 the list for mediation points, it sounds like Bays
14 and Finegan are on the same page. Are you okay
15 with what they said or...

16 COMMISSIONER KINNARD: Well, for the most
17 part, yes. The part of it that I didn't like was
18 that if SWFWMD decides not to maintain it, that the
19 county could step in and maintain it. I think it
20 needs to be part of the deal. If we're going to
21 convey ownership of our rent to SWFWMD, they have
22 to maintain it. If they choose not to, then the
23 ownership of it would revert back to the county and
24 then will maintain in the county asset.

25 I think what I'm hearing up here is, nobody

1 cares who owns the ramp, as long as access is
2 protected for the public to use that ramp and that
3 the ramp and facilities are maintained. But as
4 long as they own it, the maintenance is on them and
5 it needs to be done in a timely fashion.

6 COMMISSIONER DAVIS: I'm in agreement. We're
7 all good?

8 COMMISSIONER KINNARD: Yeah.

9 COMMISSIONER DAVIS: Anything further, Madam
10 Attorney?

11 ATTORNEY LYN: I don't have anything further.
12 I don't know if Susan does.

13 ATTORNEY SPURGEON: I do. I just want to
14 make sure I'm clear whether the Commissioners are
15 directing me to continue to ask the court to stay
16 the answers to discovery until the hearing in
17 October or to begin to invest my time and staff's
18 time in an attempt to answer that discovery -- to
19 the October hearing.

20 COMMISSIONER DAVIS: Commissioner Finegan?

21 COMMISSIONER FINEGAN: If you're looking for
22 direction on that, I mean, I would refer to our
23 attorney, but seeing what you're saying it seems
24 like the discovery is -- am I incorrect to say in
25 tactic -- to weigh the attorneys down, use up a lot

1 of time, make it exhaustive, maybe --

2 COMMISSIONER DAVIS: Expensive.

3 COMMISSIONER FINEGAN: -- expensive so we
4 would finally give up. It seems like that would
5 cost the tax payers a lot of money. And I would
6 rather save that money on behalf of our tax payers.

7 COMMISSIONER DAVIS: I agree.

8 ATTORNEY SPURGEON: Well, Commissioner, I
9 think that the discovery -- in some ways, I think
10 that the discovery would be illustrative as to the
11 issues of ownership. And as to the issues of which
12 party could prevail under what's called the
13 Marketable Title Act. But again, if we're going to
14 focus away from discovery -- or away from ownership
15 and more towards protecting the rights, then it's
16 not -- it's not essential in order to approach
17 mediation.

18 There is some suggestion I think that the
19 district is trying to use a tactic, which we
20 sometimes call litigating the other side to death
21 by simply piling on more and more discovery and
22 public records requests. We have not chosen to
23 propound our own discovery on the behalf of Citrus
24 County again because I wanted to meet with you,
25 Commissioners, and get discovery, but if you were

1 ordering me to go back or giving me direction to go
2 back and actively litigate this case, then we would
3 also be propounding some fairly exhaustive
4 discovery.

5 COMMISSIONER DAVIS: May I restate that and
6 say for clarification, essentially, the discovery
7 process and providing the documents that you have
8 done, the trail of ownership, that would put us in
9 a better position to negotiate at mediation?

10 ATTORNEY SPURGEON: I think I have what I
11 need, Commissioner, as far as the trail of
12 ownership. I may work some with some outside folks
13 to do a little more digging around. I certainly
14 need to spend some time with the staff and get a
15 better understanding of what transpired during the
16 years that the county had the management agreement
17 with SWFWMD, but I don't think we need the
18 discovery to determine -- to go to mediation. We
19 would need the discovery to help determine
20 ownership if we were to litigate ownership.

21 COMMISSIONER DAVIS: I'm sorry. What I was
22 asking is, if we respond to their discovery
23 request, does that give us a better position in
24 mediation?

25 ATTORNEY SPURGEON: I would hope that it

1 doesn't -- it doesn't matter at mediation.
2 Although, thinking about it, one thing we do want
3 is to -- for the district to be amenable, to attend
4 the mediation and negotiating with the county. The
5 court can order the district to mediation and I'll
6 be surprised if the court doesn't order the
7 district to mediation because the court has that
8 ability and authority. But they can't -- it is the
9 proverbial, you can lead the horse to water, but
10 you can't make them drink. They cannot be forced
11 to engage with us on the terms in which we'd like
12 to do that. And one of the things that I --
13 because I typically don't represent governments
14 anymore and I'm not as facile at what is ethical
15 and legal under the sunshine laws and under the
16 laws in the State of Florida, but I'd like to
17 explore some way for the county to approach the
18 district quietly prior to mediation and see if
19 there is some ability on the district's part to
20 talk about approaching things in the manner that we
21 are suggesting.

22 COMMISSIONER KINNARD: Madam Chair?

23 COMMISSIONER DAVIS: I saw her finger --
24 (speaking over each other.)

25 Okay. Commissioner Kinnard.

1 COMMISSIONER KINNARD: It sounds like what
2 I'm hearing is that the -- going through the
3 discovery process is necessary to establish
4 ownership of the ramp. If this board is not overly
5 concerned about the ownership of the ramp as much
6 as we are maintaining the ability for the public to
7 use the ramp, then going through the discovery
8 process seems like an unnecessary expense right
9 now. Focus on access to the ramp in perpetuity as
10 much as reasonably possible, and let's forgo the
11 discovery process for now and expense associated
12 with it and see if we can get them to mediation and
13 get us what they want and this thing goes away.

14 COMMISSIONER DAVIS: Commissioner Bays.

15 COMMISSIONER BAYS: That was exactly where I
16 was going. I think just going back to the rights
17 of the citizens and protecting their right to have
18 the use of that ramp is what we're looking for at
19 the end of the day.

20 COMMISSIONER DAVIS: I'm not really sure I
21 follow the train of thought on that because if they
22 think that they own the ramp and, you know, in my
23 mind if we go to mediation, they're going to think
24 that we uncovered something that shows that they
25 own it or is in dispute. And then why on earth

1 would they give us covenants to make sure that we,
2 you know, maintain access.

3 COMMISSIONER BAYS: Well, again, it's a very
4 long drawn out process. And if we only own that
5 boat ramp and we have a very small portion of
6 ability to park vehicles that are going to use
7 that, we really have nothing. So if we don't
8 really care who owns it, but we care about the
9 rights of the citizens and that's what's in that
10 document is that they have to keep that boat ramp
11 open and operable for the citizens and maintain it
12 and if they fail to do that, that there's a
13 reverter clause that comes back to Citrus County
14 that then we can operate and maintain that boat
15 ramp for the citizens and I would have language in
16 there that includes the parking.

17 COMMISSIONER DAVIS: So in my layman mind, I
18 would say you go into mediation, show that we own
19 the boat ramp, at that point which is a lot less
20 expensive than discovery, I assume, because we
21 could just show the same documents that Miss
22 Spurgeon just talked about today, right, and say,
23 but you know what? We really don't care if we own
24 it, but we will hand it over to you with these
25 conditions and this mess and save tax payers money.

1 That's the layman in me saying that that's how I
2 would handle it in mediation. If that could be
3 done without discovery, that saves us all a lot of
4 time and tax payer money.

5 ATTORNEY SPURGEON: May I?

6 ATTORNEY LYN: Susan, let me go first.

7 ATTORNEY SPURGEON: Okay.

8 ATTORNEY LYN: So I've seen the discovery
9 requests and there is legitimate discovery that
10 litigants propound on the other side to answer
11 questions that they don't know the answers to.
12 Unfortunately, in this case, they have every
13 document that they are asking for in discovery.
14 This -- I mean, I promise you, there are no
15 documents that we don't have. What they're asking
16 for in discovery is give us the documents you've
17 already given us, which a lot of are documents they
18 initially gave us. And in addition to that, give
19 us, you know, minutia about financial transactions
20 that occurred over the life of your management
21 agreement with this district, which we're talking
22 about years' worth of, you know, checkbook
23 registers of money that we spent at the campground
24 on their behalf and, you know, back and forth with
25 Miss Moore (phonetic) and that company.

1 Those documents are useless, but just because
2 we're in litigation and just because they can,
3 they're asking us to give them those records, which
4 we can give them to them, but it's not going to
5 establish ownership. Everything we need to
6 establish ownership is the documents that we've
7 been trading back and forth for three years, well
8 four years now. So that's my thoughts on it,
9 Susan. I think that if we can get out of doing the
10 discovery and from my standpoint, not paying you to
11 process the discovery -- and I know you're not
12 taking that in a bad way -- I would like us to not
13 have to do the discovery. But if they won't go to
14 mediation until we do discovery, then I guess we
15 wait until the court hearing in September, October
16 and see if the judge will make them go to mediation
17 without the discovery.

18 Those are my thoughts.

19 COMMISSIONER DAVIS: Okay. Does anybody have
20 anything else?

21 ATTORNEY SPURGEON: If I may --

22 (Speaking over each other.)

23 COMMISSIONER KINNARD: -- before we get into
24 the second hour.

25 COMMISSIONER DAVIS: That's exactly what I'm

1 trying to do. Miss Spurgeon?

2 ATTORNEY SPURGEON: I agree with what Denise
3 Lyn has said that the documents that they already
4 have show the ownership, unfortunately, I've looked
5 at those documents and I come to a conclusion that
6 I think Citrus County owns the boat ramp. They've
7 looked at the same documents and they take the
8 opposite conclusion, but I've not heard a cogent
9 explanation as to why.

10 And so I don't know that providing them any
11 more documentation is going to change the advice
12 that the district is getting from its counsel.

13 COMMISSIONER DAVIS: Well, our direction and,
14 I believe, is that we would like to go to mediation
15 and skip discovery. And if you can't make that
16 happen, then we'll go to plan B.

17 ATTORNEY SPURGEON: Thank you, Commissioners.
18 Which then we will stay on the course that we are
19 on. I'll get with county attorney, Denise Lyn --

20 COMMISSIONER DAVIS: Pardon me. I need for
21 clarification with our attorney, is that plan B is
22 I assume --

23 ATTORNEY LYN: We go to court.

24 COMMISSIONER DAVIS: -- we have to do the
25 discovery before we go to --

1 ATTORNEY LYN: We have a hearing scheduled in
2 September or October and at that hearing --

3 ATTORNEY SPURGEON: October 25th.

4 ATTORNEY LYN: -- October 25th. If we can't
5 get them to agree to go to mediation before
6 October 25th, then we'll go to the hearing on
7 October 25th and at that hearing, the judge is
8 going to -- Susan asks the court to order us to
9 mediation and stay discovery. So she can either
10 say go to discovery -- or go to mediation, but do
11 discovery, or she can say go to mediation and don't
12 do discovery. So if we can't get them to agree
13 before October then in October would be plan B to
14 let the court decide whether we have to give the
15 discovery.

16 COMMISSIONER DAVIS: Excellent. Everybody in
17 agreement with that? All right. Then we're good.
18 Thank you, Miss Spurgeon.

19 ATTORNEY LYN: Thank you, Susan.

20 ATTORNEY SPURGEON: Thank you, Commissioners.
21 And thank you, Denise.

22 COMMISSIONER DAVIS: Remind me.

23 ATTORNEY LYN: Okay. We have to resume the
24 meeting.

25 COMMISSIONER DAVIS: Okay.

1 ATTORNEY LYN: So pause a second and I'll get
2 the clerk.

3 Madam Chair, we've completed the
4 attorney/client session and we're now back in open
5 session. And it would be appropriate at this time
6 to adjourn this meeting.

7 COMMISSIONER DAVIS: Excellent. We are
8 adjourned.

9 (Whereupon, the meeting was concluded at
10 10:55 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 11th day
of July, 2023.



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

