IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT
IN AND FOR CITRUS COUNTY, FLORIDA

FREEHOLDERS OF SERVICE AREA 112-113-114 ASSOCIATION, INC., a Florida Non-Profit Corporation and Association of Property Owners,

Plaintiff,

v. Case No.: 2012 CA 1479 A

CITRUS COUNTY, a Political Subdivision of the State of Florida; CITY OF CRYSTAL RIVER, a Florida Municipal Corporation; BETTY STRIFLER, as Clerk of the Citrus County Board of County Commissioners and as Clerk of the Fifth Judicial Circuit Court; GEOFFREY GREENE, as CITRUS COUNTY PROPERTY APPRAISER; and JANICE WARREN, as CITRUS COUNTY TAX COLLECTOR,

Defendants.
_____/

FIRST AMENDED COMPLAINT
FOR DECLARATORY JUDGMENT AND INJUNCTIVE RELIEF

COMES NOW, the Plaintiff, FREEHOLDERS OF SERVICE AREA 112-113-114 ASSOCIATION, INC., a Florida Non-Profit Corporation, and complaining of the Defendants, CITRUS COUNTY, a Political Subdivision of the State of Florida; CITY OF CRYSTAL RIVER, a Florida Municipal Corporation; BETTY STRIFLER, as Clerk of the Citrus County Board of County Commissioners and Clerk of the Fifth Judicial Circuit Court; GEOFFREY GREENE, as CITRUS COUNTY PROPERTY APPRAISER; and JANICE WARREN as CITRUS COUNTY TAX COLLECTOR, states as follows:

ALLEGATIONS COMMON TO ALL COUNTS

1. All Defendants are Public Officials whose duties are performed in incorporated or unincorporated Citrus County, Florida, and whose purpose is to protect and further, to the greatest extent possible, the interests of all citizens within their respective jurisdictions: including the interests of the minority as well as those of the majority.
2. The Plaintiff, FREEHOLDERS OF SERVICE AREA 112-113-114 ASSOCIATION, INC., a Florida Non-Profit Corporation (hereinafter referred to as "PROPERTY OWNERS"), is an organization of approximately Four Hundred Seventy (470) private citizens residing in Northwest unincorporated Citrus County, Florida.
3. Over the last approximately Twenty (20) years, Defendant, CITRUS COUNTY (hereinafter referred to as "COUNTY") and Defendant CITY OF CRYSTAL RIVER (hereinafter referred to as "CITY") have entered into and terminated various agreements in a collaborative effort to provide wastewater utility services to residents of the City of Crystal River and residents of Northwest unincorporated Citrus County located in relatively close proximity to the Southwest boundary of the City of Crystal River. The culmination of these efforts was the "Interlocal Agreement between Citrus County, Florida and City of Crystal River, Florida Concerning Expansion of Wastewater Service to Specific Areas of the County" dated August 11, 2009 (hereinafter referred to as "INTERLOCAL AGREEMENT").
4. The "specific areas" are called 112, 113, 114, and Harbor Isle. The Plaintiff, PROPERTY OWNERS, are the residents of these "specific areas" of the 2010 Citrus County/City of Crystal River Wastewater Special Assessment District.
5. The INTERLOCAL AGREEMENT purports to divide responsibilities between COUNTY and CITY in regard to construction of an expansion of the CITY wastewater utility, collection and treatment of wastewater, obligation for establishment and administration of a Municipal

Service Benefit unit to assess costs, and application for a Florida Department of Environmental Protection Disadvantaged Small Communities Grant (hereinafter referred to as "DSCG" or "GRANT") to aid in the development of the sewer expansion project, among other things.

6. The purpose for the sewer expansion project has been described in the third (3rd) recital in the INTERLOCAL AGREEMENT as the seemingly noble ". . . desire that there be provided to specific unincorporated areas of Citrus County a centralized wastewater (sanitary sewer) disposal system in order to . . . diminish the proliferation of septic tank systems in environmentally sensitive areas."
7. However, from the date of this Complaint throughout the preceding approximately twenty (20) years, approximately FIFTY THOUSAND (50,000) septic tanks have been installed and are operating in Citrus County, consistent with COUNTY land development ordinances and policies.
8. In addition, the earliest version of the "Service Area" was claimed to be on the banks of the Crystal River although areas 112 and 113 did not even include any lots on any waterfront. Area 113 was subsequently amended, with conflicting versions of metes and bounds, to extend the area to riverfront property which river drained into the Crystal River.
9. Moreover, studies indicate that due to prevailing currents, waters Southwest of King's Bay do not co-mingle with waters Northwest of King's Bay, so the goal of the sewer expansion project as stated is not possible.
10. King's Bay contains approximately forty-two (42) springs which shed water from the aquifer polluted by approximately sixty-five thousand inland septic tanks producing tons of nitrates annually.

11. Between 1999 and 2002, Defendant, CITY, participated in the process for obtaining the GRANT to aid in the development of the sewer expansion project. In or about 2002, FDEP awarded the GRANT to Defendant, CITY. The GRANT Agreement has been amended at least three (3) times.
12. In the original GRANT application, Defendant, CITY, indicated there was no Interlocal Agreement in existence at the time.
13. The original GRANT contract provided that the Defendant, CITY, would pay to the Florida Department of Environmental Protection (hereinafter referred to as "FDEP") matching funds of fifteen percent (15%) of the cost of the sewer expansion project. FDEP would pay eighty-five percent of such costs. There was also a provision for finance charges (interest) related to periodic repayments of the Defendant, CITY's, fifteen percent (15%) of costs.
14. Over the course of several years, both the INTERLOCAL AGREEMENT and the GRANT were amended to eliminate (a) Defendant, CITY's, matching funds and to obligate the PROPERTY OWNERS for payment of the fifteen percent (15%) of the sewer expansion costs and the payment of the financing costs (interest), and (b) eliminate the PROPERTY OWNERS right to vote to approve or reject the sewer expansion project and assessment.
15. Another modification of the INTERLOCAL AGREEMENT and the GRANT was to begin using the term "improvement" in place of the term "special benefit," which has a specific statutory definition. This was to convey the proposition that the sewer expansion was intrinsically beneficial to the PROPERTY OWNERS and needed no other legal justification.
16. In the current form of the GRANT, dated July 11, 2011, Defendant, CITY, enjoys a twenty (20) year repayment period for the fifteen percent (15%) matching funds and interest under the GRANT contract, but Defendants, COUNTY and CITY, have allowed PROPERTY

OWNERS only ten (10) years to pay such full amount to Defendant, CITY. Defendant, CITY, will benefit by receiving interest on the assessment payments for a period of ten years.

17. Although Citrus County PROPERTY OWNERS are affected by the GRANT document and contractual relationship between FDEP and Defendant, CITY, Defendant, CITY, and not Defendant, COUNTY, is in control of the GRANT contract because Defendant, COUNTY, is not a party to the GRANT contract and could never qualify as such under the standards of a Disadvantaged Small Community.
18. On December 7, 2010, the Citrus County Board of County Commissioners purportedly adopted Ordinance No. 2010-04 to establish the "2010 Citrus County/City of Crystal River Wastewater Municipal Service Benefit Unit for Wastewater Utilities - Areas 112 & 113" pursuant to the INTERLOCAL AGREEMENT.
19. In this fashion, the Defendant, COUNTY, used its legislative authority to impose Defendant, CITY's, GRANT payment obligations on private citizens of Citrus County outside the jurisdiction of Defendant, CITY.
20. The term "assessment" has been used alternatively by Defendants, COUNTY and CITY, sometimes to refer only to the charge Two Thousand, Three Hundred, Ten Dollars and Six Cents ($2,310.06) for the construction cost, and other times to include Defendant, CITY's Three Thousand, Four Hundred, Twenty-Five Dollar ($3,425.00) "Expansion Fee," connection fees, and administrative costs.
21. According to the City Manager of Defendant, CITY, as stated in a guest column entitled "Don't be Deceived by Misinformation," published in the Citrus County Chronicle on August 5, 2012, the basis for the Defendant, CITY's "Expansion Fee," is that "[t]he $2,740 expansion (capacity) fee was developed through a Capacity Fee Analysis conducted as part of

the FY 2007 Water & Sewer Rate Study conducted on behalf of the city by the firm of Burton & Associates."

22. However, such analysis was merely a hypothetical example of the cost associated with expansion of the Crystal River Wastewater Treatment Facility to treat an additional One Million (1,000,000) gallons of wastewater per day. The Florida Categorical Exclusion Notice (hereinafter "FCEN") issued by FDEP in regard to the sewer expansion project finds such hypothetical One Million (1,000,000) gallons of wastewater per day expansion of capacity to be completely unnecessary and rejects the notion of such expansion. In addition, the same Burton & Associates study cited by the City Manager does not find such One Million (1,000,000) gallons of wastewater per day expansion necessary either. by implication then, the expansion is also rejected the Defendant, CITY's own expert.

23. The basis for the "Expansion Fee" cannot be the Burton & Associates study, but is instead the intent of Defendant, CITY, to build a reclaimed water pipeline to Progress Energy to sell such water.

24. Moreover, the Defendants, COUNTY and CITY failed to ensure that the PROPERTY OWNERS would be protected by obtaining either a performance bond from the sewer expansion contractor or a separate insurance policy covering system failures and repairs.

25. Property owners have made observations of the sewer main being installed by the construction contractor, including

26. The only properties exempted from the 112 & 113 areas sewer expansion assessment are homes on private roads for which no pipeline easements could be obtained, and the residence of a prominent Progress Energy employee whose property is within service distance of the sewer main. Defendant, COUNTY, did find it appropriate, however, to levy an assessment

against a church property which is farther from the sewer main to which it must be connected than the aforementioned Progress Energy employee's property.

COUNT I - DECLARATORY ACTION
CITRUS COUNTY AND CITY OF CRYSTAL RIVER
AUGUST 11, 2009 INTERLOCAL AGREEMENT

27. This is an action for Declaratory Judgment pursuant to Section 86.011, et seq., Florida Statutes, for judgment in favor of the Plaintiff, FREEHOLDERS OF SERVICE AREA 112-113-114 ASSOCIATION, INC., a Florida Non-Profit Corporation, and against Defendants, CITRUS COUNTY and CITY OF CRYSTAL RIVER declaring the "Interlocal Agreement between Citrus County, Florida and City of Crystal River, Florida Concerning Expansion of Wastewater Service to Specific Areas of the County" dated August 11, 2009, to be legally null, void, and unenforceable. This Honorable Court has jurisdiction over this matter pursuant to § 86.011, F.S.

28. The allegations contained in paragraphs 1 through 26 above are incorporated herein by reference as though fully set forth herein.

29. The fourth (4th) recital in the INTERLOCAL AGREEMENT states that, "the areas to be provided with wastewater . . . services . . . are not currently within the municipal boundaries of the CITY."

30. The fifth (5th) recital cites Chapter 163, Part I, Laws of Florida [sic] [Florida Statutes] as legal authority for entering into an agreement to "engage in joint efforts to . . . eliminate duplication of public services by providing efficient public utility systems."

31. None of the above recitals are incorporated by reference into the INTERLOCAL AGREEMENT.

32. Paragraph one (1) of the actual substantive provisions of the INTERLOCAL AGREEMENT states that, "[t]he CITY shall provide sanitary sewer service in Areas 112, 113, and 114, as well as the residential area named Harbor Isle as delineated in Attachment "A" . . . hereto . . . [and] shall be collectively referred to as the "Service Area."

33. However, there is no provision in the INTERLOCAL AGREEMENT allowing the subdivision of the "Service Area" into fragments, such as a sewer installation and assessment program for only areas 112 and 113. In other words, pursuant to the INTERLOCAL AGREEMENT, there is only one project encompassing the entire "Service Area" described therein.

34. There is no establishment in either the statement of agreement preceding the recitals or in paragraph one (1) of the "Agreement" of any time period during which the "Agreement" is effective.

35. The second (2nd) paragraph of the INTERLOCAL AGREEMENT states that , [t]he CITY shall have responsibility . . . to require that all septic tanks now in service at those locations be crushed and/or removed in accordance with all applicable Florida Department of Health standards." (emphasis added.)

36. However, crushing or removal are not the only allowable methods of disconnection and isolation of a septic system. The INTERLOCAL AGREEMENT calls for the destruction and removal of the septic tank while the Department of Health does not necessarily require either.

37. Paragraph 4 of the INTERLOCAL AGREEMENT states that, "[a]fter central sewer service is certified to be available, the CITY will issue . . . the 365-day Mandatory Connection Notice to each property owner . . . within the Service Area." (emphasis added.)

38. Thirty-day (30 day) Payment Due notices for the assessments and 365-day Mandatory Connection Notices have already been mailed to the PROPERTY OWNERS in areas 112 and

113, but no Professional Engineer licensed by the State of Florida supervised the construction of the sewer expansion or certified that the sewer expansion project was properly constructed, is functional, or that sewer service is available.

39. A comparison and contrast of the "pre-build" design drawings and the "as-built" drawings for the sewer expansion project in areas 112 and 13 reveals that "sawtooth" features designed to ensure the constant vacuum of the system to be absent from this partially completed project.

40. In addition, other design features such as the correct structure and placement within the vicinity of water mains is in doubt: the sewer expansion pipe has been observed by property owners to have been placed within inches of the existing water mains instead of the several feet required by the Florida Department of Environmental Protection's Administrative Code Rules.

41. Furthermore, the contractor seems to have constructed the sewer expansion project with obsolete "extended breather" technology instead of the currently accepted "in sump breather." The "extended breather" technology was replaced with the "in sump breather" due to an unacceptable industry standard failure rate. Hence, it is doubtful that the "extended breather" technology is adequate under industry standards to provide acceptably reliable "available" sewer service to area 112 and 113.

42. In paragraph five (5) of the INTERLOCAL AGREEMENT, "the CITY acknowledges and agrees that costs incurred in order to provide wastewater sewer service to those areas within the Service Area that are not otherwise covered as eligible expenses by the [Disadvantaged Small Communities] grant shall be recovered through a COUNTY initiated assessment program designed to recover 100% of the unrecovered expenses." Id., pp2, 3. (Emphasis added.)

43. In essence, the CITY and COUNTY agree to charge PROPERTY OWNERS for costs and expenses submitted to and denied by the State of Florida per the CITY Disadvantaged Small Communities grant.

44. This is included in paragraph eighteen (18), condition precedent "c." to the INTERLOCAL AGREEMENT that," . . . COUNTY establishes an assessment district through which all property owners . . . in the Service Area . . . are assessed for any project costs not covered by the FDEP grant dollars . . ."

45. Amounts included in the assessment levied against the PROPERTY OWNERS specifically include charges for which reimbursement was denied by the State of Florida.

46. Critically, the effective period of the INTERLOCAL AGREEMENT is described in paragraph nineteen (19). There are four (4) different "time periods," the first three (3) of which relate to the contingency that the COUNTY may have to process the wastewater from the area in question in the event that the CITY cannot process it, and so are less relevant to this Complaint than the last "time period." Nevertheless, the first "time periods" for which "[t]his [INTERLOCAL AGREEMENT] shall . . . run:" are "for a period not to exceed five (5) years . . . ;" at least five (5) years . . . but no more than ten (10) years;" and "for a period not to exceed fifteen (15) years . . ."

47. The fourth (4th) "time period," which cannot be determined to be specific only to situations in which the CITY is able to process the wastewater from the area in question or whether it is general and all encompassing in nature, states that "[t]his Agreement shall . . . run . . . for an indefinite period of time in which annexation is deferred by CITY . . ." (Emphasis added.)

48. Paragraph twenty-six (26) is a contract integration clause, stating the August 11, 2009 INTERLOCAL AGREEMENT to be the entire agreement between COUNTY and CITY concerning this matter.
49. Attachment "A" to the INTERLOCAL AGREEMENT is a metes and bounds legal description of the "Service Area," which includes areas 112, 113, 114, and Harbor isle.

WHEREFORE, the Plaintiff, PROPERTY OWNERS, as the subjects of the INTERLOCAL AGREEMENT, and as the persons to be assessed charges, costs, and expenses under such "Agreement" are in doubt as to their rights and obligations, and request this Honorable Court determine that there was no required "meeting of the minds" necessary for an Interlocal Agreement because the effective time periods for the "Agreement" are indeterminable and meaningless; that the sewer expansion project has not been properly constructed, inspected, or determined by a licensed engineer to be available for service; that there is only one "Service Area" as defined by the INTERLOCAL AGREEMENT and that areas 112 and 113 cannot be divided from the project for separate assessment; that there is no absolute requirement for PROPERTY OWNERS to crush or remove existing septic tanks assuch is stated in the INTERLOCAL AGREEMENT and notices to PROPERTY OWNERS; that the Disadvantaged Small Grant document is a binding, integral component of the wastewater expansion project; and that expenses denied by the State of Florida pursuant to the DSG cannot be passed to the PROPERTY OWNERS. In sum, the PROPERTY OWNERS request this Honorable Court to enter its declaratory judgment that the "Interlocal Agreement between Citrus County, Florida and City of Crystal River, Florida Concerning Expansion of Wastewater Service to Specific Areas of the County" dated August 11, 2009 is legally null, void, and unenforceable.

COUNT II - DECLARATORY ACTION
CITRUS COUNTY ORDINANCE NO. 2010-04

50. This is an action for Declaratory Judgment pursuant to Section 86.011, et seq., Florida Statutes, for judgment in favor of the PROPERTY OWNERS and against Defendant, COUNTY, declaring Citrus County Ordinance No. 2010-04 to be legally null, void, and unenforceable. This Honorable Court has jurisdiction over this matter pursuant to § 86.011, F.S.

51. The allegations contained in paragraphs 1 through 26 above are incorporated herein by reference as though fully set forth herein.

52. On December 7, 2010, the Citrus County Board of County Commissioners purportedly adopted Ordinance No. 2010-04. The recitals in the ordinance mention only Section 125.01 as legal authority for such adoption.

53. Following a series of recitals which are not incorporated into the ordinance, appears the curious statement: "NOW THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Citrus County, sitting as the Governing Body of the 2010 Citrus County/City of Crystal River Wastewater Municipal Service Benefit Unit for Wastewater Utility Services - Areas 112 and 113 as follows:" (Emphasis added.)

54. In Section 2.B., the ordinance provides that, "The governing body of the 2010 Citrus County/City of Crystal River Wastewater Municipal Service Benefit Unit for Wastewater Utility Services - Areas 112 & 113 shall be the Board of County Commissioners of Citrus County, Florida, and when said body is acting in this capacity, the Board of County Commissioners may be known and referred to as the 2010 Citrus County/City of Crystal River Wastewater Municipal Service Benefit Unit for Wastewater Utility Services - Areas 112 & 113 Commission. (Emphasis added.)

55. Furthermore, Section 2.C. states, "The 2010 Citrus County/City of Crystal River Wastewater Municipal Service Benefit Unit for Wastewater Utility Services - Areas 112 & 113 Commission is empowered . . ."

56. Such language appears to create a third party commission for the Municipal Service Benefit Unit (hereinafter referred to as "MSBU") since the phrase "acting in this capacity" is used in reference to the MSBU "Commission."

57. Such "Commission" is seemingly separate and apart from the Board of County Commissioners in the sense of capacity when matters of the MSBU are concerned.

58. The separate commission is apparent from the length and effort put into the language to distinguish the capacities of the Board of County Commissioners and the MSBU "Commission."

59. It is apparent from the language of Section 2 of Ordinance 2010-04 that the MSBU is established by the MSBU "Commission" in such capacity. However, there was no legal authority cited in the ordinance as a basis for doing so.

60. Section 12 states as follows: "This ordinance is intended to work in full concordance with and be supplemental to the interlocal agreement of August 11, 2009, and any amendments thereof, between the City of Crystal River and the Citrus County Board of County Commissioners. If any conflict arises between this ordinance and the interlocal agreement, the interlocal agreement shall prevail. (Emphasis added.)

WHEREFORE, the Plaintiff, PROPERTY OWNERS, as the subjects of the "The 2010 Citrus County/City of Crystal River Wastewater Municipal Service Benefit Unit for Wastewater Utility Services - Areas 112 & 113, and as the persons to be assessed charges, costs, and ex-

penses under such MSBU are in doubt as to their rights and obligations, and request this Honorable Court determine that the MSBU "Commission' and the MSBU for Wastewater Utility Services - Areas 112 & 113 was created outside the legal capacity of the Citrus County Board of County Commissioners; and that the ordinance unlawfully subjugates itself and makes itself subservient and inferior in legal right and dignity to a simple common contract, namely the "Interlocal Agreement between Citrus County, Florida and City of Crystal River, Florida Concerning Expansion of Wastewater Service to Specific Areas of the County" dated August 11, 2009. In sum, the PROPERTY OWNERS request this Honorable Court to enter its declaratory judgment that Ordinance 2010-04 of the Citrus County Board of County Commissioners is legally null, void, and unenforceable.

COUNT III - DECLARATORY ACTION
CITRUS COUNTY RESOLUTION NO. 2012-174
AND RESOLUTION NO. 2012-175

61. This is an action for Declaratory Judgment pursuant to Section 86.011, et seq., Florida Statutes, for judgment in favor of the Plaintiff, PROPERTY OWNERS, and against Defendant, COUNTY, declaring Resolution No. 2012 - 174 of the Citrus County Board of County Commissioners which purported to adopt the non-ad valorem assessment roll for the "2010 Citrus County/City of Crystal River Wastewater Special Assessment District - Areas 112 & 113," to be legally null, void, and unenforceable, and declaratory judgment that such assessment has no force or affect whatsoever as any form of lien pursuant to § 197.3632 against any real property of PROPERTY OWNERS listed on, erroneously omitted from, or later added to such assessment roll. This Honorable Court has jurisdiction over this matter pursuant to §

86.011, F.S able. This Honorable Court has jurisdiction over this matter pursuant to § 86.011, F.S.

62. This is also an action for Declaratory Judgment pursuant to Section 86.011, et seq., Florida Statutes, for judgment in favor of the Plaintiff, PROPERTY OWNERS, and against Defendant, COUNTY, declaring Resolution No. 2012 - 175 of the Citrus County Board of County Commissioners which claims to confirm and approve the non-ad valorem assessment roll for the "2010 Citrus County/City of Crystal River Wastewater Special Assessment District - Areas 112 & 113," provides that such assessment is due and payable on the effective date of the Resolution (upon adoption on September 11, 1012), and declares that interest charges and administrative fee(s) are to be imposed for failure to pay the entire amount of such assessment on or before October 11, 2012 , to be legally null, void, and unenforceable. This Honorable Court has jurisdiction over this matter pursuant to § 86.011, F.S.

63. The allegations contained in paragraphs 1 through 26 above are incorporated herein by reference as though fully set forth herein.

64. Resolutions No. 2010-174 and No. 2012-175 were the subject of Board of County Commissioners action on September 11, 2012.

65. The notice of the hearing regarding the matter was published in the Citrus County Chronicle on August 15, 2012. Such notice is directed ". . . to whom it may concern . . ."

66. Those concerned are described twice in the body of the advertisement by the statement: "All affected property owners have a right to appear at this public hearing . . ." (Emphasis added.)

67. In addition to the newspaper advertisement in the Chronicle, individual mailed notices were sent to property owners only in areas 112 and 113, not area 114 or Harbor Isle.

68. After one and one-half pages describing the obligation to pay the assessment, the mailed notices state in the fourth (4th) paragraph of page two (2) that there will be a hearing on the assessment on September 11, 2012.

69. Enclosed with the mailed notice is a form called "2010 Citrus County/City of Crystal River Wastewater Special Assessment District Areas 112 & 113 Questions and Answers."

70. The third (3rd) Question & Answer is: "What will I have to pay?" with a description of the per lot assessment. Nowhere does the topic state that it is contingent upon approval of the assessment roll.

71. The fifth (5th) Question & Answer states: "How much will my monthly bill be, and who will I be paying?" The same deficiencies stated in paragraph 68, above, are present.

72. The next Question & Answer is: "How do I pay the assessment costs?" This item contains the statement, "Following the final public hearing on July 24th, 2012 the Clerk of Courts will mail you a bill for assessment costs . . ." This item alone tells the PROPERTY OWNERS in areas 112 and 113 that the assessment has already been approved.

73. At the public hearing on final approval of the assessment September 11, 2012, approximately fifteen citizens spoke against the assessment. Not a single member of the public was there to support it.

74. Defendant, CITY, presented no evidence to justify any of the "Expansion Fee" included in the assessment.

75. "Public" comments ranged from simple objection to the basic premise of the assessment to the allegations made in this Complaint. The Board of County Commissioners did not address and sustain or overrule any specific objections, but merely offered their sympathy to those

who would have to pay the assessment and approved the final assessment roll by a vote of five to zero (5-0).

76. After the close of "public" comment, Commissioner Bays even called up Jeffrey Rogers of Defendant, COUNTY's, engineering department to comment about FDEP imposing county-wide water quality restrictions if the COUNTY does not act on its own, and to mention the poor quality of all of the County's waterbodies in general. None of these issues is relevant to the "special benefit" analysis required to adopt the final assessment roll.
77. In addition, since Mr. Rogers made the requested remarks after the close of "public" comment, there was no due process opportunity to refute, rebut, or offer any evidence against them.

WHEREFORE, the Plaintiff, PROPERTY OWNERS, as the subjects of the final assessment roll adopted by Resolutions No. 2012-174 and No. 2012-175, the persons to be assessed charges, costs, and expenses under such assessment roll, are in doubt as to their rights and obligations, and request this Honorable Court determine that due process requirements were not satisfied due to (1) insufficient public notice in both the advertised notice of hearing and mailed notices to only part of the interested parties, (2) improper introduction of testimony after the close of public comment. Declaratory judgment is also sought that Defendants, COUNTY and CITY, failed to present any basis upon which to justify the assessment roll. In sum, the PROPERTY OWNERS request this Honorable Court to enter its declaratory judgment that Resolutions No. 2012-174 and No. 2012-175 of the Citrus County Board of County Commissioners are legally null, void, and unenforceable.

COUNT IV - TEMPORARY AND PERMANENT
INJUNCTIVE RELIEF
CITRUS COUNTY AND CITY OF CRYSTAL RIVER
FINAL ASSESSMENT, LIENS, AND TAX CERTIFICATES

78. This is an action for Temporary and Permanent Prohibitive Injunctive Relief pursuant to Rule 1.610 of the Florida Rules of Civil Procedure, against Defendants, COUNTY and CITY, to prevent COUNTY and CITY from imposing and collecting or attempting to impose and collect from PROPERTY OWNERS any assessment, expansion fee, interest, or administrative fee(s) pursuant to INTERLOCAL AGREEMENT, Citrus County Ordinance 2010, or Citrus County Resolutions No. 2012 - 174 and No. 2012 - 175 concerning the "2010 Citrus County/City of Crystal River Wastewater Special Assessment District - Areas 112 & 113."

79. This is also an action for Temporary and Permanent Prohibitive Injunctive Relief pursuant to Rule 1.610 of the Florida Rules of Civil Procedure, against Defendants, COUNTY and CITY, to prevent COUNTY and CITY from filing, recording, or asserting any lien, and from attempting to foreclose upon any lien on real or personal property of PROPERTY OWNERS listed on, erroneously omitted from, or later added to such assessment roll, by means of issuance of a tax certificate pursuant to § 197.3632, code enforcement proceeding pursuant to Chapter 162, Florida Statutes, or by any other means in connection with the "2010 Citrus County/City of Crystal River Wastewater Special Assessment District - Areas 112 & 113."

80. The allegations contained in paragraphs 1 through 77 above are incorporated herein by reference as though fully set forth herein.

81. In the event that the Plaintiff, PROPERTY OWNERS, prevail in either Count I, Count II, or Count III, the above mentioned final assessment to include the construction assessment, expansion fee, interest, and administrative costs, would be invalid and unenforceable.

82. Because of the above-described public notice and Resolution adoption due process defects, the unauthorized MSBU Commission's "creation" of the MSBU, the relegation of a purported law to a status inferior to that of a contract, the undeterminable effective period of the Interlocal Agreement, the lack of establishment of a special benefit to PROPERTY OWNERS, the failure to establish and certify that the sewer expansion is properly constructed and available to provide wastewater treatment service, and the lack of substantiation of the assessment (in its broadest sense), the Plaintiff's likelihood of success on the merits is high.
83. In addition, the Plaintiff's have no adequate remedy at law because the law regards each piece of real property as unique and the failure to make timely payment of the assessment, in whole or in part within thirty (30) days of September 11, 2012, would result in the tax certificate sale of any such real property.
84. Irreparable harm will result if injunctive relief is not granted because the tax certificate sale of any particular piece of PROPERTY OWNERS real estate would mean the loss of unique property.
85. The injunctive relief sought would serve the public interest by preventing the loss of real property due to the governments' failure to observe due process, procedural rules, and substantive provisions of law.

WHEREFORE, the Plaintiff, PROPERTY OWNERS, respectfully request this Honorable Court to enter a temporary injunction pending trial on the merits for permanent injunctive relief, preventing Defendants, COUNTY and CITY from attempting to impose or collect from PROPERTY OWNERS any assessment, expansion fee, interest, or administrative fee(s), and preventing Defendants, COUNTY and CITY from filing, recording, or asserting any lien, and from at-

tempting to foreclose upon any lien on the real or personal property of PROPERTY OWNERS. Plaintiff, PROPERTY OWNERS, also respectfully request this Honorable Court to enter a permanent injunction following trial on the merits.

COUNT V - CLERK OF BOARD OF COUNTY COMMISSION
AND CLERK OF CIRCUIT COURT
TEMPORARY AND PERMANENT
INJUNCTIVE RELIEF
RECORDING AND DISTRIBUTION OF ASSESSMENT ROLL

86. This is an action for Temporary and Permanent Prohibitive Injunctive Relief pursuant to Rule 1.610 of the Florida Rules of Civil Procedure, against Defendants, COUNTY and BETTY STRIFLER, as Clerk of the Citrus County Board of County Commissioners and as Clerk of the Fifth Judicial Circuit ("hereinafter referred to as "CLERK"), to prevent the COUNTY and the CLERK (a) from the above-referenced assessment roll in the Public Records of Citrus County, and in the event that such assessment roll has been recorded, to strike and remove the roll, (b) from copies of the above-mentioned resolutions and assessment roll to the Citrus County Property Appraiser (hereinafter referred to as "PROPERTY APPRAISER"), and (c) from delivering copies of the above-mentioned Resolutions and assessment roll to the Citrus County Tax Collector (hereinafter referred to as "TAX COLLECTOR").
87. The allegations contained in paragraphs 1 through 77 above are incorporated herein by reference as though fully set forth herein.
88. In the event that the Plaintiff, PROPERTY OWNERS, prevail in either Count I, Count II, or Count III, the above mentioned final assessment to include the construction assessment, expansion fee, interest, and administrative costs, would be invalid and unenforceable.

89. Because of the above-described public notice and Resolution adoption due process defects, the unauthorized MSBU Commission's "creation" of the MSBU, the relegation of a purported law to a status inferior to that of a contract, the undeterminable effective period of the Interlocal Agreement, the lack of establishment of a special benefit to PROPERTY OWNERS, the failure to establish and certify that the sewer expansion is properly constructed and available to provide wastewater treatment service, and the lack of substantiation of the assessment (in its broadest sense), the Plaintiff's likelihood of success on the merits is high.

90. In addition, the Plaintiff's have no adequate remedy at law because the law regards each piece of real property as unique and the failure to make timely payment of the assessment, in whole or in part within thirty (30) days of September 11, 2012, would result in the tax certificate sale of any such real property.

91. Irreparable harm will result if injunctive relief is not granted because the tax certificate sale of any particular piece of PROPERTY OWNERS real estate would mean the loss of unique property.

92. The injunctive relief sought would serve the public interest by preventing the loss of real property due to the governments' failure to observe due process, procedural rules, and substantive provisions of law.

93. Therefore, the assessment roll should not be recorded in the public records, and should not be made available to the PROPERTY APPRAISER or TAX COLLECTOR for any process related to the "2010 Citrus County/City of Crystal River Wastewater Special Assessment District - Areas 112 & 113."

WHEREFORE, the Plaintiff, PROPERTY OWNERS, respectfully request this Honorable Court to enter a temporary injunction pending trial on the merits for permanent injunctive relief, preventing Defendants, COUNTY and BETTY STRIFLER, as Clerk of the Citrus County Board of County Commissioners and as Clerk of the Fifth Judicial Circuit to prevent the COUNTY and the CLERK (a) from the above-referenced assessment roll in the Public Records of Citrus County, and in the event that such assessment roll has been recorded, to strike and remove the roll, (b) from copies of the above-mentioned resolutions and assessment roll to the PROPERTY APPRAISER, and (c) from delivering copies of the above-mentioned Resolutions and assessment roll to the TAX COLLECTOR. Plaintiff, PROPERTY OWNERS, also respectfully request this Honorable Court to enter a permanent injunction following trial on the merits.

COUNT VI - TAX COLLECTOR AND PROPERTY APPRAISER TEMPORARY AND PERMANENT INJUNCTIVE RELIEF COLLECTION OF ADMINISTRATIVE FEES

94. This is an action for Temporary and Permanent Prohibitive Injunctive Relief pursuant to Rule 1.610 of the Florida Rules of Civil Procedure, against Defendants, TAX COLLECTOR and PROPERTY APPRAISER, to prevent their collection of Two Percent (2%) of any administrative fee(s) collected pursuant to the above-mentioned Resolutions of the Citrus County Board of County Commissioners and Florida law.
95. The allegations contained in paragraphs 1 through 77 above are incorporated herein by reference as though fully set forth herein.

96. In the event that the Plaintiff, PROPERTY OWNERS, prevail in either Count I, Count II, or Count III, the above mentioned final assessment to include the construction assessment, expansion fee, interest, and administrative costs, would be invalid and unenforceable.

97. Because of the above-described public notice and Resolution adoption due process defects, the unauthorized MSBU Commission's "creation" of the MSBU, the relegation of a purported law to a status inferior to that of a contract, the undeterminable effective period of the Interlocal Agreement, the lack of establishment of a special benefit to PROPERTY OWNERS, the failure to establish and certify that the sewer expansion is properly constructed and available to provide wastewater treatment service, and the lack of substantiation of the assessment (in its broadest sense), the Plaintiff's likelihood of success on the merits is high.

98. In addition, the Plaintiff's have no adequate remedy at law because the law regards each piece of real property as unique and the failure to make timely payment of the assessment, in whole or in part within thirty (30) days of September 11, 2012, would result in the tax certificate sale of any such real property.

99. Irreparable harm will result if injunctive relief is not granted because the tax certificate sale of any particular piece of PROPERTY OWNERS real estate would mean the loss of unique property.

100. The injunctive relief sought would serve the public interest by preventing the loss of real property due to the governments' failure to observe due process, procedural rules, and substantive provisions of law.

101. Therefore, no payment of the statutory two percent (2%) of the administrative fee provided for in the assessment should be made to PROPERTY APPRAISER or TAX COL-

LECTOR for any process related to the "2010 Citrus County/City of Crystal River Wastewater Special Assessment District - Areas 112 & 113.

WHEREFORE, the Plaintiff, PROPERTY OWNERS, respectfully request this Honorable Court to enter a temporary injunction pending trial on the merits for permanent injunctive relief, preventing Defendants, TAX COLLECTOR and PROPERTY APPRAISER, collection of Two Percent (2%) of any administrative fee(s) collected pursuant to the above-mentioned Resolutions of the Citrus County Board of County Commissioners and Florida law. Plaintiff, PROPERTY OWNERS, also respectfully request this Honorable Court to enter a permanent injunction following trial on the merits.

COUNT VII - COUNTY, CITY, CLERK OF BOARD
OF COUNTY COMMISSIONERS AND CLERK OF CIRCUIT COURT,
PROPERTY APPRAISER, AND TAX COLLECTOR
TEMPORARY AND PERMANENT
INJUNCTIVE RELIEF
ASSESSMENT, LIENS, TAX CERTIFICATES
OTHER ADMINISTRATIVE PROCESS

102. This is an action for Temporary and Permanent Prohibitive Injunctive Relief pursuant to Rule 1.610 of the Florida Rules of Civil Procedure, against all Defendants to prevent any and all of them from otherwise initiating, maintaining, or assisting the attempted collection of any assessment, expansion fee, interest, administrative fee(s), or any other charges or costs associated with the "Interlocal Agreement between Citrus County, Florida and City of Crystal River, Florida Concerning Expansion of Wastewater Service to Specific Areas of the County" or the "2010 Citrus County/City of Crystal River Wastewater Municipal Service Benefit Unit

for Wastewater Utility Services - Areas 112 & 113." This action also seeks to prevent all Defendants from otherwise initiating, maintaining, or assisting any tax certificate sale proceeding or code enforcement action regarding any real or personal property owned by PROPERTY OWNERS.

103. The allegations contained in paragraphs 1 through 77 above are incorporated herein by reference as though fully set forth herein.

104. In the event that the Plaintiff, PROPERTY OWNERS, prevail in either Count I, Count II, or Count III, the above mentioned final assessment to include the construction assessment, expansion fee, interest, and administrative costs, would be invalid and unenforceable.

105. Because of the above-described public notice and Resolution adoption due process defects, the unauthorized MSBU Commission's "creation" of the MSBU, the relegation of a purported law to a status inferior to that of a contract, the undeterminable effective period of the Interlocal Agreement, the lack of establishment of a special benefit to PROPERTY OWNERS, the failure to establish and certify that the sewer expansion is properly constructed and available to provide wastewater treatment service, and the lack of substantiation of the assessment (in its broadest sense), the Plaintiff's likelihood of success on the merits is high.

106. In addition, the Plaintiff's have no adequate remedy at law because the law regards each piece of real property as unique and the failure to make timely payment of the assessment, in whole or in part within thirty (30) days of September 11, 2012, would result in the tax certificate sale of any such real property.

107. Irreparable harm will result if injunctive relief is not granted because the tax certificate sale of any particular piece of PROPERTY OWNERS real estate would mean the loss of unique property.

108. The injunctive relief sought would serve the public interest by preventing the loss of real property due to the governments' failure to observe due process, procedural rules, and substantive provisions of law.

109. Therefore, no Defendant should be allowed to take any action in furtherance of any aspect of such assessment.

WHEREFORE, the Plaintiff, PROPERTY OWNERS, respectfully request this Honorable Court to enter a temporary injunction pending trial on the merits for permanent injunctive relief, preventing all Defendants from initiating, maintaining, or assisting the attempted collection of any assessment, expansion fee, interest, administrative fee(s), or any other charges or costs associated with the "Interlocal Agreement between Citrus County, Florida and City of Crystal River, Florida Concerning Expansion of Wastewater Service to Specific Areas of the County" or the "2010 Citrus County/City of Crystal River Wastewater Municipal Service Benefit Unit for Wastewater Utility Services - Areas 112 & 113" in any other manner whatsoever. Plaintiff, PROPERTY OWNERS, respectfully request this Honorable Court to enter a temporary injunction to prevent all Defendants from initiating, maintaining, or assisting any tax certificate sale proceeding or code enforcement action regarding any real or personal property owned by PROPERTY OWNERS in any other manner whatsoever. Plaintiff, PROPERTY OWNERS, also respectfully request this Honorable Court to enter a permanent injunction following trial on the merits.

Respectfully submitted,

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