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October 19, 2026

VIA ELECTRONIC MAIL

The Honorable Joe Meek, Mayor
Members of the City Council,
City Manager, City Clerk and Staff
City of Crystal River
915 North Suncoast Boulevard
Crystal River, Florida 34429

Re: Notice of Resignation as City Attorney; Conflict of Interest Analysis Under Rule 4-1.7, Rules Regulating The Florida Bar

Dear Mayor Meek and Members of the City Council:

I write to share with you, openly and transparently, an issue concerning my ethical obligations as your City Attorney under the Rules Regulating The Florida Bar, to explain my analysis of that issue under Rule 4-1.7 (Conflict of Interest; Current Clients), and, with sincere regret, to provide formal notice of my resignation as City Attorney effective December 31, 2026.

Background: How Conflicts Have Been Managed

As you know, I serve as City Attorney while practicing with a private law firm that also represents private clients. From the outset of our relationship, it has been understood by the City Council and the City's administration that my practice includes the representation of private businesses and individuals who conduct business, and purchase, sell, and develop real estate, in the City and unincorporated Citrus County, so long as my representation does not involve business with, or approvals from, the City.

To honor my obligations to every client, our firm has managed potential conflicts of interest through a deliberate and transparent framework, which was discussed with and approved by the City Council and administration both before and during our representation of the City, which includes the following:

1. **Disclosure to private clients**. Every private client of our firm is informed that we represent the City and acknowledges that, if the client has a matter adverse to the City as defined by the Rules, our firm cannot represent the client in that matter.

2. **Written consent**. Each engagement agreement with a private client includes not only that acknowledgment, but also the client's consent to our continued representation of the City in such matters.

3. **Case-by-case disclosure on general business matters**. When I have represented the City in general business matters in which a private client's interests were adverse, I have immediately disclosed the conflict to the client, who had already waived it and consented as described above. I have also disclosed

the conflict to the City, in writing or during a public meeting of the City Council, so that the Council and administration could confirm they were comfortable with my representation.

1. **An objective line for land use matters**. In land use matters, we have relied on established criteria to draw a clear and predictable line. If a project is located within the City, is contiguous to the City's municipal boundary, or involves City approvals, annexation, or connection to City utilities, then we treat the undertaking as a conflict of interest and I inform the prospective client that I cannot undertake representation in connection with the project. If a project concerns land in unincorporated Citrus County and meets none of those criteria, we have undertaken the representation, and the City has not had a concern with our doing so.

To date, this framework served the City and our private clients well.

Recent Developments

In recent meetings, the City Council has discussed objecting to development projects that do not meet the criteria described above, including projects in unincorporated Citrus County that do not rise to the level of a conflict based on the foregoing criteria.[1] I want to be clear: the City Council has every right to take such positions. It would be inappropriate, beyond the scope of my role, and inconsistent with my ethical obligations for me to offer any opinion on the propriety or wisdom of doing so, and nothing in this letter is intended to do so. My concern is solely whether, in light of Council's direction, I can continue to represent both the City and my private clients while complying with the Rules Regulating The Florida Bar. After careful consideration and many hours of research, I have concluded that I cannot.

Analysis Under Rule 4-1.7, Rules Regulating the Florida Bar

Rule 4-1.7(a) provides that, except as permitted by subdivision (b), a lawyer must not represent a client if (1) the representation of one client will be directly adverse to another client, or (2) there is a substantial risk that the representation of one or more clients will be materially limited by the lawyer's responsibilities to another client, a former client, or a third person, or by a personal interest of the lawyer. Under Rule 4-1.7(b), a lawyer may proceed notwithstanding such a conflict only if (1) the lawyer reasonably believes he or she can provide competent and diligent representation to each affected client; (2) the representation is not prohibited by law; (3) the representation does not involve the assertion of a position adverse to another client when the lawyer represents both clients in the same proceeding before a tribunal; and (4) each affected client gives informed consent, confirmed in writing or clearly stated on the record at a hearing. Under Rule 4-1.10(a), a conflict that prohibits me from acting is imputed to every lawyer in our firm.

1. **"Directly Adverse**.**"** When the City formally objects to a project, whether before the Board of County Commissioners, the County's Planning and Development Commission, or in an administrative or judicial challenge, the City and the project's owner or developer are directly adverse. If the owner or developer is a client of our firm, the representation falls squarely within Rule 4-1.7(a)(1). Where the City and the client are both participants in the same quasi-judicial or other proceeding, Rule 4-1.7(b)(3) applies. In either case, the representation is prohibited and cannot be cured by consent.

[1] To be clear, examples include the Holder Industrial Park application, with which I was not involved, and the Betz Farm project, in which I represented the applicant. As you will recall, we had a full discussion of many of the issues referenced herein concerning Holder. However, it would not have been appropriate for me to have such a discussion in connection with Betz Farm because of my conflict of interest arising from the City's objection and my resulting ethical obligation.

2. **"Materially Limited."** The concern about whether my representation of one client is materially limited by my representation of the other does not begin when the City files an objection; it begins when the City (or even some City Council members, whether or not Council adopts a formal position) considers an objection. My role as City Attorney is to give the City Council candid, unreserved advice on whether to take a position, the legal and procedural avenues available, and the strength of any objection. This was evident in the recent Betz Farm situation. If the project under discussion belongs to a firm client, there is a substantial risk, within the meaning of Rule 4-1.7(a)(2), that my advice to the City would be limited by my responsibilities to that client, or would reasonably be perceived to be. The risk runs equally in the other direction; my representation of the private client could be limited by my duties to the City, including my obligation under Rule 4-1.6 to protect each client's confidential information. Neither the City nor any private client should have to question whether my advice is untainted by my representation of another client.

3. **Loss of predictability and the limits of existing consents.** Our framework has worked because it rested on an objective and predictable line that allowed conflicts to be identified at intake, before any representation began. Under the direction that Council is now heading, whether the City will oppose a given project can no longer be determined at the outset; it may become known only after the Council deliberates, often well after my private representation is underway. Informed consent under the Rules requires that a client understand the material risks of, and reasonably available alternatives to, the proposed course of conduct. The consents our clients have given, and the understanding the City has approved, were premised on the existing criteria discussed above. They did not contemplate City opposition to projects outside the City's boundaries, approval authority, and utility service area, and I cannot responsibly rely on such criteria. A conflict that arises midstream would leave only bad options of withdrawing from a private client's matter at a critical stage under Rule 4-1.16, or recusing from advising the City on a matter of evident importance to the Council leaving the City to consider engaging outside counsel. Neither serves the clients involved.

4. **Why case-by-case solutions are not sufficient.** Because of Rule 4-1.10(a), the conflict cannot be cured by assigning a matter to another lawyer in our firm. The City could engage independent conflict counsel for an isolated matter, and I would support that in any individual case. But if objections to projects outside the City's traditional sphere become a recurring part of the City's policy, the City deserves a City Attorney who can advise it on every matter before the Council without reservation, and the Council's deliberations should never be shaped, even indirectly, by the composition of its City Attorney's private client list. Looking forward, I cannot make the representation required by Rule 4-1.7(b)(1) with the confidence that both the City and my private clients deserve.

For these reasons, I have concluded that the appropriate course, and the course that best protects the City, is for me to step aside as City Attorney so that Council may pursue whatever direction it chooses with counsel who is entirely unencumbered by these concerns.

Notice of Resignation and Transition

Accordingly, with sincere gratitude, deep appreciation for the trust the City has placed in me, and appreciation for the opportunity to represent its interests, I must respectfully notify the City that I am providing notice of my resignation as City Attorney, effective December 31, 2026.

Between now and then, I will continue to serve the City fully and diligently. I will continue the disclosure practices described above, and if, during this period, the City considers taking a position on a project in which our firm represents a party, I will disclose that fact immediately and recommend that the City engage independent counsel to handle the matter. I will also do everything I can to ensure an orderly

transition, including assisting in the selection process for my successor as the Council directs, transferring files, and fully briefing incoming counsel on all pending matters.

Serving as City Attorney has been one of the great honors of my professional life. I am grateful to each of you, to the City's administration and staff, and to the residents of Crystal River for the confidence you have shown in me. I extend my very best wishes to the City as it moves forward.

I love the City of Crystal River, and I look forward to continuing to build upon its success for the rest of my career, even if this will now be through my own personal investment and my representation of individuals and businesses who support the City.

Very truly yours,

Robert W. Batsel, Jr.

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