IN THE CIRCUIT COURT OF THE
FOURTH JUDICIAL CIRCUIT, IN AND
FOR NASSAU COUNTY, FLORIDA

CASE NO:
DIVISION:

AID PARKING, a Florida political action committee,

Plaintiff,

vs.

CITY OF FERNANDINA BEACH, FLORIDA,

Defendant.
_____/

PLAINTIFF'S EMERGENCY MOTION FOR TEMPORARY INJUNCTION

Plaintiff, PAID PARKING, a Florida political action committee ("Plaintiff"), by and through the undersigned counsel and pursuant to Rule 1.610, Florida Rules of Civil Procedure, moves on an emergency basis for entry of a temporary injunction enjoining Defendant, CITY OF FERNANDINA BEACH, FLORIDA (the "City"), from implementing its paid parking scheme at its November 4, 2025 meeting, pending further order of this Court. In support of this Motion, Plaintiff states as follows:

BASIS FOR EMERGENCY RELIEF

On November 4, 2025, the Fernandina Beach City Commission (the "Commission") will consider whether to implement paid parking. As set forth herein, implementation of the City's paid parking plan would violate a plethora of Florida and federal laws, as well as circumvent the will of the voting public. Temporary injunctive relief is required to preserve the status quo by prohibiting the Commission from implementing paid parking during the pendency of this action, which would allow this Court to properly consider the pending declaratory actions and avoid the

irreparable harm that would inure if the Commission were permitted to implement paid parking on November 4, 2025.

If this Court were to deny the requested emergency temporary injunction, the City could be bound by a long-term agreement with a third-party vendor. The rights and interests of Plaintiff, its members, supporters, and Petitioners (as hereinafter defined), as well as the City's residents, would be irreparably harmed. Moreover, without initial injunctive relief, the value of any later determinations by the Court on the declaratory actions would be diminished or eliminated.

FACTUAL BACKGROUND

In early 2025, newly seated Commissioners (some who had campaigned against paid parking) began formal steps—including goal-setting, workshops, and ultimately passage of Resolution 2025-50 on March 18, 2025—to pursue paid parking in a designated area of the City's Historic Downtown district, specifically a proposed "Red Zone." After issuing Request for Proposals in May 2025, One Parking, Inc. ("One Parking") was awarded the RFP on August 19, 2025 via the Commission's passage of Resolution 2025-142.

This process was undertaken amidst strong opposition: the City's residents, business community, and churches publicly voiced concerns at meetings, workshops, and in a widely-signed online petition regarding various negative impacts of the paid parking plan generally and the planned implementation of paid parking specifically. In accordance with Section 141 of the City Charter, Plaintiff led a referendum petition (the "Referendum Petition") drive opposing the implementation of paid parking and the installation of parking devices in the proposed Red Zone. There were 1,722 verified petitions signed by petitioners (the "Petitioners"), exceeding the required number for a City Charter initiative, so the Referendum Petition was certified on September 15 and 16, 2025. Despite certification, the City continued negotiating with One Parking and advanced paid parking implementation, excluding key stakeholders from ad hoc discussions.

Pursuant to the Charter, the Commission considered the Referendum Petition at its meeting on October 21, 2025. However, the Commission failed to adopt Ordinance 2025-11 into its Charter, with only one out of five of the City Commissioners in favor, necessitating its submission as a referendum to the voters. At its November 4, 2025 meeting, the Commission will consider three resolutions consecutively: one approving the paid parking agreement with One Parking (the "Agreement"), one delegating use of the City Seal to One Parking, and one authorizing a ballot referendum on Ordinance 2025-11 (in August 2026) prohibiting the Commission from implementing a paid parking plan or having parking meters, kiosks, or any paid parking devices within the City without the approval of a majority of the City's registered voters.

COMPLAINT

On October 31, 2025, contemporaneously with the filing of this Motion, Plaintiff filed a Verified Complaint for Declaratory and Injunctive Relief and hand delivered a copy to the City. The Complaint includes five distinct causes of action, each seeking declaratory relief.

Every element necessary for the granting of declaratory relief has been alleged. To be entitled to declaratory relief, a party must show a present need for the declaration, some right of the complaining party is dependent upon the facts or the law applied to the fact, that there is an adverse interest in the matter, and that the relief sought is in connection to this actual dispute and not merely a curiosity. *See City of Hollywood v. Petrosino*, 864 So. 2d 1175, 1177 (Fla. 4th DCA 2004). It is undisputable that there is a present, practical need for the requested declarations. Here, but for declaratory relief, the City's planned course of action on November 4, 2025 will bind the City to a long-term Agreement with a third party that is violative of Florida and federal laws, including economic harm and infringement on the First Amendment freedoms of Plaintiff, its members, supporters, and Petitioners, as explained count-by-count below. *See, e.g., Elrod v. Burns*, 427 U.S. 347, 373 (1976) ("The loss of First Amendment freedoms, for even minimal periods of

time, unquestionably constitutes irreparable injury."). For the same reasons, Plaintiff clearly has an "actual, present, adverse and antagonistic interest in the subject matter." *See City of Hollywood*, 864 So. 2d at 1177. Relating to the fifth and final requisite element to gain declaratory relief, Plaintiff does not bring this action as an academic exercise but rather from a pressing need to halt an illegal, unwarranted, and undesirable outcome.

LEGAL STANDARD

To obtain a temporary injunction, the requesting party must establish "1) a substantial likelihood of success on the merits; 2) the likelihood of irreparable harm; 3) the lack of an adequate legal remedy; and 4) that the public interest supports the injunction." *Fla. Ass'n of Realtors v. Orange Cty.*, 350 So. 3d 115, 123 (Fla. 5th DCA 2022); *see also AmeriGas Propane, Inc. v. Sanchez*, 335 So. 3d 1253, 1257 (Fla. 3d DCA 2021); *Anarkali Boutique, Inc. v. Ortiz*, 104 So.3d 1202 (Fla. 4th DCA 2012) (citation omitted). The proponent must establish each element with competent substantial evidence. *Fla. Ass'n of Realtors*, 350 So. 3d at 123.

To establish a substantial likelihood of success on the merits, the moving party must demonstrate "a clear legal right to [the] relief requested." *Id.* at 124. "The purpose of a preliminary injunction is to preserve the status quo until a final hearing when final relief may be granted." *Cox v. Fla. Mobile Leasing, Inc*., 478 So. 2d 1200, 1201 (Fla. 4th DCA 1985). "Because a party is not required to prove his case in full at a preliminary injunction hearing, the findings of fact and conclusions of law made by the court at that hearing are not necessarily binding at the trial on the merits." *Id*.

Though the concepts of irreparable harm and adequate legal remedy are distinct elements of the test for temporary injunctive relief, "they are related to one another" and therefore may properly be considered together. *Fla. Ass'n of Realtors*, 350 So. 3d at 130. An injury is irreparable when it "cannot be adequately repaired or redressed in a court of law by an award of money

damages." *Id.* Similarly, "an 'adequate remedy at law' refers to a litigant's ability to obtain a monetary judgment." *Id.* The very purpose of a temporary injunction is to preserve the status quo by preventing irreparable harm from occurring before the dispute is resolved. *See Bailey v. Christo*, 453 So. 2d 1134, 1136–37 (Fla. 1st DCA 1984). In granting a temporary injunction, a court must make factual findings determining if it supports the public interest. *See Mays v. Joe Taylor Restoration, Inc.*, 344 So. 3d 487 (Fla. 4th DCA 2022).

ARGUMENT

As they relate to each count of the Complaint, every requirement for the entry of a temporary injunction is satisfied. Because each declaratory judgment cause of action seeks a declaration that the implementation of the paid parking plan would violate Florida or federal law, an analysis of each law implicated in the cause of action is proper.

Count I

In Count I, Plaintiff seeks a declaration that the implementation of the paid parking plan would violate Florida's Religious Freedom Restoration Act of 1998 ("FRFRA"). Section 761.03, Florida Statutes, provides that a governmental entity is prohibited from "substantially burden[ing] a person's exercise of religion, even if the burden results from a rule of general applicability, except that [the] government may substantially burden a person's exercise of religion only if it demonstrates that application of the burden to the person: (a) Is in furtherance of a compelling governmental interest; and (b) Is the least restrictive means of furthering that compelling governmental interest."

Plaintiff has a substantial likelihood of success on the merits as to Count I. There are nine historic downtown churches, four of which are located within the proposed Red Zone. All of the clergy, staff, and congregants of such churches rely in whole or in part on the traditionally freely available, nearby parking facilities that would be subject to the paid parking plan. Following the

implementation of the plan, any attendance at these churches' services or other activities constituting the exercise of religion will require either payment of parking fees, or additional transportation from distant parking facilities not subject to the paid parking plan. The imposition of these parking fees constitutes a substantial burden to the exercise of religion as the payment of these fees constitutes a "pressure that tends to force adherents to forego religious precepts." *See Westgate Tabernacle, Inc. v. Palm Beach Cnty*., 14 So. 3d 1027, 1031 (Fla. 4th DCA 2009) (quoting *Midrash Sephardi, Inc. v. Town of Surfside*, 366 F.3d 1214 (11th Cir. 2004) (citation omitted)). Paid parking would substantially burden the congregants of each church within and nearby to the proposed Red Zone, along with individuals who use the facilities within the Red Zone for religious gatherings, such as faith-based treatment programs. If implemented, the paid parking plan would force them to make a difficult choice: pay a third party for the right to worship, undertake a burdensome, long, and physically challenging (and for some elderly adherents, physically impossible) journey from parking spaces outside the Red Zone to the church, or in the worst case, stay home and fail to participate in faith-based activities. The imposition of the paid parking plan is not in furtherance of a compelling governmental interest and is not the least restrictive means of furthering any such interest. The stated, pretextual interest here is raising money. Even if raising money is a compelling interest, doing so by restricting to places of worship is not remotely the least restrictive means of doing so.

Plaintiff faces a high likelihood of irreparable harm as a violation of this statute constitutes an impediment of the free exercise of religion, and "[t]he loss of First Amendment freedoms, for even minimal periods of time, unquestionably constitutes irreparable injury." *See Elrod*, 427 U.S. at 373. There is an imminent and credible threat of enforcement: the City has announced its intention to approve the Agreement, which would allow One Parking to begin unilaterally implementing this burdensome policy, at the expense of the exercise of religion. For the same

reasons, no remedy at law is adequate. The loss of one's right to freely exercise religion is not an irreparable harm that can ever truly be remedied. Money damages cannot compensate for the loss or chilling of religious exercise, and post-enforcement relief would not prevent irreparable harm to faith practices and constitutional and statutory rights.

Finally, the public interest supports this proposed temporary injunction. Temporarily enjoining the City from entering into an agreement that in all likelihood will later be determined unlawful under the FRFRA does not run against the public interest. To the contrary, the public has a strong interest in ensuring that governmental entities act within the bounds of their lawful authority and that public resources are not committed under potentially void agreements. Further, there is a long-standing practice of protecting religious rights in Florida. Preserving the status quo pending judicial review protects both the interests of the Plaintiff, and the interests of the City's residents. Plaintiff's members, supporters, Referendum Petition signatories, and the City's residents (many of whom have property interests within the proposed Red Zone), will be directly and adversely affected if the City proceeds with unlawful implementation of paid parking.

Count II

In Count II, Plaintiff seeks a declaration that the implementation of the paid parking plan would violate the Religious Land Use and Institutionalized Persons Act ("RLUIPA"). Under RLUIPA, "[n]o government shall impose or implement a land use regulation in a manner that imposes a substantial burden on the religious exercise of a person, including a religious assembly or institution[.]" U.S.C. § 2000cc(a)(1). RLUIPA defines a "land use regulation" as "a zoning or landmarking law, or the application of such a law, that limits or restricts a claimant's use or development of land (including a structure affixed to land), if the claimant has an ownership, leasehold, easement, servitude, or other property interest in the regulated land or a contract or option to acquire such an interest. . . ." 42 U.S.C. § 2000cc-5(5).

Plaintiff has a substantial likelihood of success on the merits as to Count II. Here, the City's paid parking plan is a "land use regulation" for the purposes of RLUIPA, as the elimination of freely available parking will negatively impact the possible uses of Plaintiff's rights and property interests by controlling vehicle access, parking, and related land use functions. Plaintiff's members, supporters, and Petitioners, and the City's residents (many of whom have property interests within the proposed Red Zone), will be directly and adversely affected if the City proceeds with its unlawful implementation of paid parking. Throughout discussions surrounding the creation of the paid parking plan, the City routinely has indicated its intent to create exceptions to, reductions in, or elimination of the parking fees for differing groups under differing circumstances. These include potential variable rates during "Sunday church times, special events, low and high demand periods, ADA spaces" and similar circumstances, as well as free annual permits for certain of the City's residents. The paid parking plan, as exampled by the exceptions and reductions considered in its planning, will allow the City to make "individualized assessments of the proposed uses for the property involved." 42 U.S.C. § 2000cc(a)(2)(C). Specifically, when implemented, the planned exceptions and reductions available to certain groups, such as non-congregant residents, as well as any further future exceptions or carve outs, will constitute "individualized assessments of the proposed uses for the property involved." 42 U.S.C. § 2000cc(a)(2)(C).

For the same reasons as to Count I, Plaintiff faces a high likelihood of irreparable harm as a violation of this statute constitutes an impediment of the free exercise of religion, no remedy at law is adequate, and the public interest supports the proposed temporary injunction.

Count III

In Count III, Plaintiff seeks a declaration that the implementation of the paid parking plan would violate the Florida Constitution, Art. I, §§ 3, 5 & 23, and the First Amendment to the United States Constitution. Article I, § 3 of the Florida Constitution provides, "[t]here shall be no law

respecting the establishment of religion or prohibiting or penalizing the free exercise thereof." Article I, § 5 of the Florida Constitution provides, "[t]he people shall have the right peaceably to assemble, to instruct their representatives, and to petition for redress of grievances." Article I, § 23 of the Florida Constitution provides, in relevant part, "[e]very natural person has the right to be let alone and free from governmental intrusion into the person's private life except as otherwise provided herein." Likewise, the First Amendment to the United States Constitution prohibits, in relevant part, any "law respecting an establishment of religion, or prohibiting the free exercise thereof."

Plaintiff has a substantial likelihood of success on the merits as to Count III. Despite the constitutional, foundational protections of religious freedom, the City is attempting to burden the free exercise of religion through implementation of the paid parking plan. Further, the exercise of free assembly and freedom from invasion of privacy will be compromised for individuals who use facilities within the Red Zone for religious gatherings, such as faith-based treatment programs. For the same reasons as to Count I, the paid parking plan impermissibly burdens the exercise of sincerely held religious beliefs. Fundamental to the protection of the "free exercise" of religion is the right to gather and worship. *See W. Va. State Bd. of Educ. v. Barnette*, 319 U.S. 624, 638 (1943) ("The very purpose of a Bill of Rights was to withdraw certain subjects from the vicissitudes of political controversy, to place them beyond the reach of majorities and officials and to establish them as legal principles to be applied by the courts . . . [such as the] freedom of worship and assembly."). The Free Exercise Clause was incorporated against the states in *Cantwell v. Connecticut*, 310 U.S. 296 (1940). As the Supreme Court has noted, "a law burdening religious practice that is not neutral or not of general application must undergo the most rigorous of scrutiny." *Church of the Lukumi Babalu Aye, Inc. v. Hialeah*, 508 U.S. 520, 546 (1993).

For the same reasons as to Count I, Plaintiff faces a high likelihood of irreparable harm as

a violation of this statute constitutes an impediment of the free exercise of religion, no remedy at law is adequate, and the public interest supports the proposed temporary injunction.

Count IV

In Count IV, Plaintiff seeks a declaration that the implementation of the paid parking plan would violate Section 252.422, Florida Statutes. Section 252.422, Florida Statutes, prohibits any "impacted local government" located in a county listed in a federal disaster declaration from proposing or adopting a more restrictive or burdensome amendment to its land development regulations within one year after a hurricane makes landfall.

Plaintiff has a substantial likelihood of success on the merits as to Count IV. Nassau County, Florida was listed in federal disaster declarations following Hurricane Helene in 2024 and Hurricane Debby in 2024, and the City is an "impacted local government." Fla. Stat. § 252.422. The threatened parking program was proposed within one year after a hurricane made landfall, as early as the December 3, 2024 Commission workshop or March 18, 2025 with the adoption of Resolution 2025-50 which directed City Staff to pursue implementation of paid parking. The threatened paid parking plan constitutes an impermissible "land development regulation" under the statute, because it regulates the development and use of land by controlling vehicle access, parking, and related land-use functions and will impose charges and restrictions upon the public's ability to access, use, and park on land within the City, materially affecting the use, intensity, and access to real property. *See* Fla. Stat. § 163.3164(26).

There is a high likelihood of irreparable harm. The denial of this injunction would all but guarantee that the City will enter into a long-term agreement with One Parking on November 4, 2025, which will likely be deemed void at a later date, and the burden placed onto Plaintiff, its members, supporters, and Petitioners, and the City's residents. It is likely for this reason that the statute contemplates entitlement to "a preliminary injunction to prevent the impacted local

government from implementing the challenged action during pendency of the litigation." Fla. Stat. § 252.422(4)(c).[1] For the same reasons, Plaintiff has no adequate remedy at law. Money damages cannot compensate for the harm caused by unlawful land use regulation and disruption of access, which has a likelihood of forcing closure of retail and service businesses within and nearby to the proposed Red Zone. It also would be impractical to reimburse every local and tourist who was required to pay for parking in Fernandina Beach and to reimburse every affected owner of a retail or service business affected by the paid parking plan. Finally, the impact of paid parking on tourism, daily enjoyment, and community is incalculable.

Finally, the public interest supports this proposed temporary injunction. Temporarily enjoining the City from entering into an agreement that in all likelihood will later be determined unlawful does not run against the public interest. To the contrary, the public has a strong interest in ensuring that governmental entities act within the bounds of their lawful authority and that public resources are not committed under potentially void agreements. Preserving the status quo pending judicial review protects both the interests of Plaintiff, and the interests of the citizens of the City. Plaintiff's members, supporters, Referendum Petition signatories, and the City's residents (many of whom have property interests within the proposed Red Zone), will be directly and adversely affected if the City proceeds with unlawful implementation of paid parking.

Count V

In Count V, Plaintiff seeks a declaratory judgment and injunctive relief pursuant Chapter 86, Florida Statutes. In the few months since Plaintiff's efforts to enforce the rights of its members and to have the City's registered voters on the Referendum Petition, the Commission has fast-

[1] Although pre-suit notice is also contemplated by the statute, the legislative intent of such conditions precedent must be balanced with the constitutional guarantee of access to the courts. *See Arch Plaza, Inc. v. Perpall*, 947 So.2d 476 (2006); *see also Tillman v. City of Pompano Beach*, 100 So.2d 53 (1957). Further, the injunction sought by this Motion is not by virtue of that statute.

tracked the implementation of the paid parking plan. As stated herein, at its November 4, 2025 meeting, the Commission will consider three resolutions consecutively: one approving the paid parking plan, one delegating use of the City Seal to the paid parking implementation vendor, and one authorizing a ballot referendum (in August 2026) prohibiting the Commission from implementing a paid parking plan or having parking meters, kiosks, or any paid parking devices within the City without the approval of a majority of the City's registered voters. In other words, the Commission will simultaneously implement the paid parking plan involving the execution of a contract with a third-party and installation of paid parking devices—immediately—and put the question of whether paid parking and paid parking devices should be allowed to the voters next year.

Plaintiff has a substantial likelihood of success on the merits as to Count V. That voters will have the ultimate say on whether they want to see paid parking in their City is a critical expression of the self-government that is the bedrock of our democratic system. The right of a petitioner to submit policy questions to the voters as a referendum, after those policy questions have been rejected by the Commission, is enshrined in the City Charter. As the Florida Supreme Court said over 40 years ago, "The concept of referendum is thought by many to be a keystone of self-government, and its increasing use is indicative of a desire on the part of the electorate to exercise greater control over the laws which directly affect them." *Fla. Land Co. v. City of Winter Springs*, 427 So. 2d 170, 171 (Fla. 1983). In fact, "[b]y the petition for a referendum the matter has been removed from the forum of the council to the forum of the electorate." *Id.* at 173.

Instead of respecting the sacrosanct will of the voters by allowing the referendum to proceed, the City seeks to thwart the will of the voters by hastily passing resolutions approving the paid parking plan and delegating the City Seal to a third party. These resolutions threaten to moot, or at least considerably weaken, the impact of the referendum. If the referendum is approved by

the voters, it will prohibit the Commission from implementing paid parking without approval from the voters. But by then, paid parking will already be implemented, subject to a three-year agreement with One Parking.

There is a high likelihood of irreparable harm by virtue of the Commission's proposed actions at the November 4, 2025 meeting to implement paid parking. If the referendum is approved by the voters, it will prohibit the Commission from implementing paid parking without approval from the voters. But by then, paid parking will already be implemented, subject to a three-year agreement with One Parking. For the same reasons at to Count IV, Plaintiff has no adequate remedy at law.

Finally, public interest favors entry of an injunction prohibiting the City from approving the paid parking plan prior to the referendum. Such an injunction would preserve the status quo pending the referendum on the paid parking plan. And public policy strongly favors deferring to the results of a referendum, as the final expression of self-government, wherever possible. *See Fla. League of Cities v. Smith*, 607 So.2d 397, 400 (Fla.1992) ("[There is a strong public policy against courts interfering in the democratic processes of elections.").

Proposed Bond

Plaintiff requests the amount of the required bond be set at a nominal amount (e.g., $100), because the speculative and negligible damages that may befall the City from submitting to a temporary injunction are virtually nonexistent. *See Burke v. Sunco Title & Escrow Co.*, 219 So. 3d 967, 969 (Fla. 4th DCA 2017) ("The trial court has discretion in setting the amount of an injunction bond. An injunction bond is 'conditioned for the payment of costs and damages sustained by the adverse party if the adverse party is *wrongfully enjoined*.' 'The amount of the bond constitutes the court's determination of the foreseeable damages.'") (internal citations omitted, emphasis in original). The City intends to implement paid parking and begin generating revenue by January

2026. Even if a temporary injunction is later found to be wrongful, the City is highly likely to meet this timeline nonetheless. A delay as short as that conveyed by wrongful enjoinment, in all likelihood, will not change the City's plans. Should the injunction cause a brief delay in the ultimate implementation of the paid parking scheme, any resulting damages would be minimal and consistent with the proposed nominal bond.

Upon entry of the requested injunction, should the City expeditiously object to the enforceability of the bond waiver or the bonded amount, Plaintiff will attend a subsequent evidentiary hearing requested to modify the Court's ruling. *See Burke*, 219 So. 3d at 969 ("'Should [the bond] prove insufficient or excessive, an affected party is free to move for modification.'") (citation omitted).

CONCLUSION

For the reasons stated herein, the entry of an emergency temporary injunction is proper.

WHEREFORE, Plaintiff respectfully requests that the Court: (i) grant this Motion; (ii) issue, without the necessity of a bond or upon payment of a nominal bond, a temporary injunction enjoining the City and those in concert with them from enforcing, applying, or threatening to enforce a paid parking plan during the pendency of this action, including restraining the City from approving or executing the Agreement on November 4, 2025, and restraining the City from making any expenditures in support of a paid parking requirement; and (iii) awarding such further relief as the Court deems just and proper.

DATED this 31st day of October 2025.

ROGERS TOWERS, P.A.

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 31st day of October 2025, a true and correct copy of the foregoing has been filed via the Florida Courts E-Filing Portal, and a true and correct copy of the foregoing was served by hand delivery:

City of Fernandina Beach, Florida
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City of Fernandina Beach, Florida
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/s/ Scott J. Kennelly
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