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

PAID PARKING, a Florida political action committee, and MCDONALD S. MORRISS, an individual,

Plaintiffs,

vs.

CITY OF FERNANDINA BEACH, FLORIDA, a Florida municipal corporation,

Defendant.
_____/

CASE NO: 2025-CA-374

PLAINTIFFS' SECOND AMENDED MOTION FOR TEMPORARY INJUNCTION

Plaintiffs, PAID PARKING (the "PAC"), a Florida political action committee, and McDonald S. Morriss, an individual ("Morriss," and, together with the PAC, "Plaintiffs"), by and through the undersigned counsel and pursuant to Rule 1.610, Florida Rules of Civil Procedure, move for entry of a temporary injunction enjoining Defendant, CITY OF FERNANDINA BEACH, FLORIDA, a Florida municipal corporation (the "City"), from further implementing or enforcing its paid parking program, pending further order of this Court.

INTRODUCTION AND NEED FOR PROMPT COURT ACTION

On January 5, 2026, this Court dismissed the Amended Complaint without prejudice, on the grounds that the causes of action were barred by the doctrine of separation of powers and as seeking advisory opinions. The City had successfully argued that "it is only the final product of the legislative process that is subject to judicial review" and there as then "no justiciable controversy." City's Motion to Dismiss Amended Complaint, pp. 3,6. The next day, on January 6, 2026, the Fernandina Beach City Commission (the "Commission") enacted Ordinance Nos. 2025-13 and 2025-14, immediately effectuating an agreement with One Parking, Inc. ("One Parking")

and enabling implementation of a paid parking program in downtown Fernandina Beach. Pre-registration for City and non-City residents to apply (and, in the case of non-City residents, pay for) permits on February 1, 2026 and begins enforcement on February 16, 2026.[1]

As set forth herein, continued implementation and enforcement of the City's paid parking program violates a plethora of Florida and federal laws, as well as circumvents the will of the voting public. Temporary injunctive relief is required to preserve the status quo by prohibiting the City from further implementing and enforcing paid parking until this Court can properly consider the pending declaratory actions and avoid the irreparable harm that would otherwise occur. If this Court were to deny the requested temporary injunction, the City would further misappropriate funds and other resources to the paid parking program and engage in irreparable violations of Florida and federal law. The rights and interests of Plaintiffs, the PAC's members, supporters, and Petitioners (as hereafter 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 was awarded the RFP on August 19, 2025, via the Commission's passage of Resolution 2025-142.

[1] While the City is allowed 10 days to respond to the Second Amended Complaint (filed contemporaneously herewith), Court action on this Motion is necessary at least prior to February 16, 2026. Plaintiffs' counsel provided redline copies of the Second Amended Complaint and this Motion to facilitate an efficient and timely response from the City.

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, the PAC 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 approved the paid parking agreement with One Parking (the "Agreement"), delegated use of the City Seal to One Parking, and authorized a ballot referendum on Ordinance 2025-11 in August 2026. If approved by the electorate, the August 2026 referendum would prohibit the Commission from implementing paid parking 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. On January 6, 2026, the Commission enacted Ordinance Nos. 2025-13 and 2025-14. Ordinance No. 2025-13 formally instituted the paid parking program, including effectuation of the Agreement with One Parking. Ordinance 2025-13 also specifies provisions of the City's Land Development Code that must be adhered to in connection with the paid parking scheme, as well as modifies and interacts with other provisions contained within the City's Land Development Code, including without limitation Sections

5.02.06, 6.02.29, 7.01.02, 7.01.04, and 7.01.05 thereof. Ordinance 2025-14 sets forth a fee schedule including annual permit fees for City residents and non-City residents, as well as parking fees, permit application fees, and additional requirements for developers or contractors engaged in construction.

COMPLAINT

On January 23, 2026, contemporaneously with the filing of this Motion, Plaintiffs filed a Verified Second Amended Complaint for Declaratory and Injunctive Relief. The Second Amended Complaint includes five distinct causes of action, each seeking declaratory and injunctive 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. Final legislative action to implement paid parking has taken place. The City will begin accepting payment for parking permits on February 1, 2026, and enforcing paid parking on February 16, 2026. As explained in the lawsuit, the paid parking program violates Florida and federal laws and causes irreparable harm to Plaintiffs, the PAC's members, supporters, and Petitioners, and the City's residents. *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, Plaintiffs clearly have 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, Plaintiffs do 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 continued implementation and enforcement of paid parking would violate Florida or federal law, an analysis of each law implicated in the cause of action is proper.

Count I

In Count I, Plaintiffs seek a declaration that the implementation of the paid parking program 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."

Plaintiffs have 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 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 program. These churches have sincerely important religious events nearly every day of the week. For example, Memorial United Methodist Church has a publicly available Church calendar showing events occurring every day of the week. These activities are sincere and central to the congregants' faith, including Morriss' faith, which obliges them to routinely attend worship services, observe sacraments, and participate in the life of their church.

Under the paid parking program, 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 (if any exist) not subject to the paid parking program. Any circumvention or avoidance of the fees through additional transport imposed by the paid parking program constitutes a substantial burden on the exercise of religion. Likewise, the ostensible ability to apply for and obtain an exemption for certain religious events included within the paid parking plan constitutes a substantial burden, or even an absolute bar, on the exercise of religion. The imposition of the paid parking program 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)).

The religious exercise of the PAC's members—including Morriss—its supporters and Petitioners, and the City's residents, will be directly and adversely affected if the City continues with its unlawful implementation and enforcement of paid parking. Specifically, Morriss faces injury to his ability to exercise his religion as he may no longer meet with the entirety of his congregation. Further, the clergy and staff of his church who are not exempted from parking fees will be impacted by the paid parking program, thus interfering with Morriss' religious exercise.

There is an imminent and credible threat of enforcement. The imposition of the paid parking program 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.

Plaintiffs face 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. 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 continuing to implement and enforce paid parking 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 further committed under potentially void agreements. Further, there is a long-standing practice of protecting religious and other constitutional rights in Florida. Preserving the status quo pending judicial review protects both the interests of the Plaintiffs, and the interests of the City's residents. Plaintiffs, the PAC's members, supporters, Referendum Petition signatories, and the City's residents (many of whom have property interests within the Red Zone), will be directly and adversely affected if the City proceeds with unlawful conduct.

Count II

In Count II, Plaintiffs seek a declaration that the implementation of the paid parking program 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."

Plaintiffs have a substantial likelihood of success on the merits as to Count II. Despite the constitutional, foundational protections of religious freedom, the City is attempting to burden the free exercise of religion through the continued implementation and enforcement of the paid parking program. 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 program impermissibly burdens the exercise of sincerely held religious beliefs and other constitutional rights, including of Morris, one of the PAC's members. Further, Plaintiffs' rights to organize and hold meetings, petition-signing events, political rallies, and other public and civic events within or nearby to the Red Zone are also affected by the paid parking program, as is Morriss' right to privacy.

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, Plaintiffs face 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, Plaintiffs seek a declaration that further implementation and enforcement of the paid parking program would violate Section 252.422, Florida Statutes. Section 252.422 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.

Plaintiffs have a substantial likelihood of success on the merits as to Count III. Nassau County, Florida was listed in federal disaster declarations following Hurricane Helene and Hurricane Debby in 2024, and the City is an "impacted local government." Fla. Stat. § 252.422. The paid parking program was proposed and partially adopted within one year after these hurricanes made landfall. For example, the Commission directed Staff to pursue implementation of paid parking via adoption of Resolution 2025-50 on March 18, 2025, held multiple workshops regarding paid parking thereafter, issued Request for Proposals No. 25-05 on May 1, 2025, and awarded the RFP to One Parking via adoption of Resolution 2025-142 on August 19, 2025.

The paid parking program 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).

Further, the paid parking program modifies and adds requirements to the City's Land Development Code, including without limitation the additional fees and restrictions on developers

and contractors engaged in construction. For example, Section 78-105(c)(7) of the City of Fernandina Beach Code of Ordinances—enacted as part of the paid parking program—requires parking permits for construction purposes and adds fees relating to parking of vehicles and placement in the right-of-way of construction equipment involved in development. In addition, that section directly amends the Land Development Code by overriding its allowance under Section 5.02.06 for storage pods or roll of dumpsters to remain in the right-of-way for the duration of the building permit.

There is a high likelihood of irreparable harm. The denial of this injunction would guarantee that the City will continue implementing and enforcing the paid parking program, which will likely be deemed void at a later date. Florida courts have held that direct conflicts between municipal ordinances and statutory requirements constitute irreparable harm in and of itself. *Fla. Ass'n of Realtors*, 350 So.3d at 130. 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). Moreover, there will be irreparable harm because the City would be protected by sovereign immunity from a suit seeking compensable damages. *See, e.g., Bd. of Cnty. Comm'rs, Santa Rosa Cnty. v. Home Builders Ass'n of W. Fla.*, 325 So. 3d 981, 985 (Fla. 1st DCA 2021).

For the same reasons, Plaintiffs have no adequate remedy at law. Money damages cannot compensate for the harm caused by unlawful land use regulation, which has a likelihood of forcing closure of retail and service businesses within and nearby to the 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 program. 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 continuing to implement and enforce paid parking 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 further committed under potentially void agreements. Preserving the status quo pending judicial review protects both the interests of the Plaintiffs, and the interests of the City's residents. Plaintiffs, the PAC's members, supporters, Referendum Petition signatories, and the City's residents (many of whom have property interests within the Red Zone), will be directly and adversely affected if the City proceeds with unlawful implementation and enforcement of paid parking.

Count IV

In Count IV, Plaintiffs seek a declaratory judgment and injunctive relief pursuant Chapter 86, Florida Statutes. In the few months since the PAC's efforts to enforce the rights of its members and to have the City's registered voters on the Referendum Petition, the Commission has accelerated and initiated implementation of the paid parking program, with enforcement slated to begin on February 16, 2026. As stated herein, at its January 6, 2026 meeting, the Commission considered and enacted ordinances to implement its paid parking program, despite its November 4, 2025 passage of a resolution authorizing a ballot referendum (in August 2026) prohibiting the Commission from implementing paid parking 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 has begun implementation of paid parking, involving the adoption of an agreement with a third-party, execution of a lease to that third-party for office space, installation of paid parking devices, and an obligation to pay liquidated damages upon termination—effective immediately and merely awaiting imminent enforcement—and put the

question of whether paid parking and paid parking devices should be allowed to the voters in the same year, mere *months* after its implementation.

Plaintiffs have a substantial likelihood of success on the merits as to Count IV. 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, "[t]he 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.

There is a high likelihood of irreparable harm by virtue of the Commission's actions at the January 6, 2025 meeting, which allowed for the full implementation and enforcement of paid parking. Instead of respecting the sacrosanct will of the voters by allowing the Referendum to proceed, the City seeks to thwart the will of the electorate by hastily implementing its paid parking program. This action threatens to moot the impact of the Referendum. If the voters approve the Referendum, it will prohibit the Commission from implementing paid parking without approval from the voters. But by then, paid parking will already be fully implemented and enforced, subject to a two-year agreement with One Parking. For the same reasons as to Count III, Plaintiffs have no adequate remedy at law.

Finally, public interest favors entry of an injunction prohibiting the City from further implementing and enforcing its paid parking program 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) ("[T]here is a strong public policy against courts interfering in the democratic processes of elections.").

Count V

In Count V, Plaintiffs seek a declaratory judgment and injunctive relief pursuant Chapter 86, Florida Statutes.

Plaintiffs have a substantial likelihood of success on the merits as to Count V, which challenges the constitutionality of the paid parking program under the void-for-vagueness doctrine. The Supreme Court has made clear that legislation may be found impermissibly vague on either of two independent grounds: "First, if it fails to provide people of ordinary intelligence a reasonable opportunity to understand what conduct it prohibits. Second, if it authorizes or even encourages arbitrary and discriminatory enforcement." *Hill v. Colorado*, 530 U.S. 703, 732 (2000) (citing *Chicago v. Morales*, 527 U.S. 41, 56–57 (1999)). The ordinance at issue here squarely implicates this second concern, it both authorizes and encourages such arbitrary and discriminatory enforcement.

Multiple material aspects of the paid parking program are unconstitutional. Specifically, Ordinance No. 2025-13 is unconstitutionally vague on its face because it fails to provide sufficient standards for the City's government actors who must apply it. This deficiency is particularly evident in the language codified at Section 78-105(c)(9)(v) of the City of Fernandina Beach Code of Ordinances. Therein, the City Manager, or their designee, is empowered to grant exemptions from otherwise applicable parking fees. However, the verbiage of the ordinance is unconstitutionally vague because it confers unbridled discretion in the granting or denying of exemptions to the paid parking scheme. Subsection (e) of Section 78-105(c)(9)(v) explicitly

reserves for the City Manager, or their designees, the authority to grant or deny exemptions on a "case-by-case" basis.

In addition, subsection (c) allows for exemptions if "[t]he purpose of the holiday and event . . . meet the test that the event benefits the preservation, restoration or enhancement of the City's public resources." It is well understood that legislation "employing terms or words so vague that men or women of common intelligence must guess as to its meaning and differ as to its application violates the first essential of due process of law." *Anderson v. D'Alemberte*, 334 So. 2d 618, 620 (Fla. 1st DCA 1976), *aff'd*, 349 So. 2d 164 (Fla. 1977). What holiday or event could benefit the preservation, restoration, or enhancement of City resources is largely unclear, when any request for an exemption from paid parking will *de facto* take away from the City's resources via removal of parking revenue. Moreover, it is entirely unclear what type of holiday or event may meet the described test. There is *no religious holiday or event* designed for the purpose of benefiting Fernandina Beach; religious holidays and events are for religious purposes. Other provisions of the paid parking program's ordinances similarly give the City Manager unbridled discretion with regard to implementation and enforcement of paid parking, such as Sections 78-91(a), 78-101, and 78-105(a)(6), (b)(7), (c)(1), and (c)(7) of the City of Fernandina Beach Code of Ordinances.

Through the statutory failings described above, the paid parking program allows decision-makers unlimited discretion, which courts have repeatedly ruled unconstitutional. *Forsyth Cnty., Ga. v. Nationalist Movement*, 505 U.S. 123, 133 (1992); *Bankshot Billards, Inc. v. City of Ocala*, 692 F. Supp. 2d 1343, 1353 (M.D. Fla. 2010); *Wacko's Too, Inc. v. City of Jacksonville*, 522 F. Supp. 3d 1132, 1144–46 (M.D. Fla. 2021). In short, these material provisions of the paid parking program are unconstitutional and subsequently void as they allow the City Manager, or their designee, "unbridled discretion" in determining the applicability of exemptions. *See Fly Fish, Inc. v. City of Cocoa Beach*, 337 F.3d 1301, 1313 (11th Cir. 2003) (quoting *Lady J. Lingerie, Inc. v.*

City of Jacksonville, 176 F.3d 1358, 1362 (11th Cir.1999)).

There is a high likelihood of irreparable harm resulting from the City's further implementation and enforcement of paid parking. For the same reasons, Plaintiffs have no adequate remedy at law. The law recognizes that "a continuing constitutional violation, in and of itself, constitutes irreparable harm." *Bd. of Cnty. Comm'rs, Santa Rosa Cnty.*, 325 So. 3d at 985 (quoting *Fla. Dep't of Health v. Florigrown, LLC*, 320 So. 3d 195, 200 (Fla. 1st DCA 2019), quashed on other grounds by 317 So. 3d 1101 (Fla. 2021)). There will also be irreparable harm and no adequate remedy because of the City's sovereign immunity protection from a suit seeking compensable damages. *See id.* Money damages cannot compensate for the harm caused by unconstitutional unlimited discretion by government actors. The PAC is a not-for-profit entity in its structure and purpose an Plaintiffs organize events, political rallies and other public and civic events within the City, including within the Red Zone. This ongoing constitutional violation, demonstrated by the referenced vagueness, has caused, and will continue to cause, irreparable harm to Plaintiffs, who remain uncertain about their likelihood, or even their threshold ability, to obtain exemptions under the paid parking program.

Finally, the public interest supports this proposed temporary injunction. Temporarily enjoining the City from enforcing ordinances 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 arbitrarily granted or denied. Preserving the status quo pending judicial review protects both the interests of Plaintiffs, and the interests of the citizens of the City. Plaintiffs, the PAC's members, supporters, and Referendum Petition signatories, and the City's residents (many of whom have property interests within the Red Zone), will be directly and adversely affected if the City proceeds with its unlawful conduct.

Proposed Bond

Plaintiffs request 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). Even if a temporary injunction is later found to be wrongful, the City is highly likely to continue in their implementation plans shortly thereafter. 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 full implementation and enforcement of the paid parking program, 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, Plaintiffs 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 a temporary injunction is proper.

WHEREFORE, Plaintiffs respectfully request that the Court: (i) grant this Motion; (ii) issue a temporary injunction, without the necessity of a bond or upon payment of a nominal bond, enjoining the City and those in concert with them from further implementing or enforcing its paid parking program during the pendency of this action, including by taking further action required or

contemplated by the Agreement, and restraining the City from making any expenditures in support of a paid parking requirement; and award such other and further relief as the Court deems proper.

DATED this 23rd day of January 2026.

ROGERS TOWERS, P.A.

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been filed via the Florida Courts E-Filing Portal and served via email on this 23rd day of January 2026, to:

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