CITY OF BELLE ISLE, FL

CITY COUNCIL MEETING

Held in City Hall Chambers 1600 Nela Avenue Belle Isle FL
Held the 1st and 3rd Tuesday of Every Month
Tuesday, June 18, 2024 * 6:30 PM

AGENDA

City Council Commissioners
Nicholas Fouraker, Mayor
Vice-Mayor – Beth Lowell, District 5

District 1 Commissioner – Frank Vertolli | District 2 Commissioner – Holly Bobrowski | District 3 Commissioner – OPEN | District 4 Commissioner – Jason Carson | District 6 Commissioner – Stan Smith | District 7 Commissioner – Jim Partin

Welcome to the City of Belle Isle City Council meeting. Please silence all technology during the session. Thank you for participating in your City Government.

1. **Call to Order and Confirmation of Quorum**
2. **Invocation and Pledge to Flag -** Commissioner Holly Bobrowski, District 2
3. **Appointment of Vice Mayor** - Section 4.03, Vice-mayor: Election.
4. **Citizen's Comments** - Persons desiring to address the Council must complete and provide the City Clerk a yellow "Request to Speak" form, limited to three (3) minutes, with no discussion. When the Mayor recognizes you, state your name and address and direct all remarks to the Council as a body.
5. **Presentations**
6. **Consent Items** - These items are considered routine, and one motion will adopt them unless a Council member requests before the vote on the motion that an item be removed from the consent agenda and considered separately.
   a. Approval of City Council Meeting Minutes - June 4, 2024
   b. Planning & Zoning Member Application - Anthony Carugno
   c. Budget Committee Member Application - John Evertsen
   d. Willdan Contract Extension
   e. RVi Planning & Landscape Architecture Contract Extension
   f. Approval of the SRO Contract 2024-2025
7. **Unfinished Business**
8. **New Business**
   a. RES 24-06 - A RESOLUTION OF THE CITY OF BELLE ISLE, FLORIDA, AUTHORIZING AN INCREASE IN THE ANNUAL NON-AD VALOREM STORMWATER ASSESSMENT; AND PROVIDING AN EFFECTIVE DATE.
   b. RES 24-07 - A RESOLUTION OF THE CITY OF BELLE ISLE, FLORIDA, AUTHORIZING THE ANNUAL NON-AD VALOREM SOLID WASTE COLLECTION ASSESSMENT; AND PROVIDING AN EFFECTIVE DATE.
   c. Discussion on "Peacocks"
   d. Surplus - Electronics and Marine Patrol Boat Motor
   e. Reschedule August 20th CC Meeting due to Elections Office Use of City Hall Chambers for the Primary.
9. **Attorney's Report**
   a. Federal Court Injunction Regarding Form 6
10. **City Manager's Report**
    a. City Manager Task List
    b. Chief's Report
    c. Public Works Report
11. **Mayor's Report**
12. **Items from Council**
13. **Adjournment**

City of Belle Isle
City Council Meeting
Tuesday, June 4, 2024 * 6:30 PM
MINUTES

Present was:
Mayor - Nicholas Fouraker
District 1 Commissioner – Frank Vertolli
District 2 Commissioner – Holly Bobrowski
District 4 Commissioner – Jason Carson
District 5 Commissioner – Beth Lowell
District 6 Commissioner – Stan Smith
District 7 Commissioner – Jim Partin

Absent was:
District 3 – OPEN

1. **Call to Order and Confirmation of Quorum**
   Vice Mayor Lowell called the meeting to order at 6:30 pm, and the Clerk confirmed quorum.
   City Manager Rick Rudometkin, Attorney Dan Langley, Chief Grimm, Public Works Director Phil Price, City Planner Raquel Lozano, and City Clerk Yolanda Quiceno were also present.

   Mayor Fouraker joined the meeting.

2. **Invocation and Pledge to Flag - Commissioner Smith, District 6**
   Commissioner Vertolli gave the invocation and led the Pledge to the Flag.

3. **Citizen Comments**
   Mayor Fouraker opened for citizen comments.
   - Kristina Giles shared her concern with her neighbor about the buildout of a contested dock boat, omitted permitted swale issues, dredging without a permit, and planting a wall of foliage near the lake. Ms. Giles requested Council consideration for an agenda item on June 18th to expand her concerns. A copy of her talking points was provided to the Clerk for the record.

   There being no further comment, Mayor Fouraker closed citizen comments.

3. **Presentations – No report.**

4. **Consent Items**
   Mayor Fouraker called for approval of the Consent items.
   - Approval of City Council Workshop Minutes – May 21, 2024
   - Approval of City Council Meeting Minutes – May 21, 2024

   Comm Vertolli moved to approve the minutes as presented.
   Vice Mayor Lowell seconded the motion, which passed unanimously at 6:0.

5. **Unfinished Business**
   a. Property Acquisition/Municipal Complex Workshop
   CM Rudometkin spoke briefly on Council goals and the FY 24/25 budget items, including City Hall renovations and ARPA Funds. He noted that the Municipal Complex is one of the items discussed.

CM Rudometkin spoke on the property by Fish on Fire, 30 acres of cow pasture, and an opportunity for 20.5 acres on Judge and Conway to be considered in the City of Orlando, including a conservation easement and a 2-acre retention pond. He noted that he and the Mayor have met with the City of Orlando and are willing to sell the property. He noted that there is potential for City Staff, Police Department, and Public Works to be in the same complex as a one-stop shop. He said another option is to leave it at City Hall and expand on the footprint for a two-story building with a covered parking lot with Public Works staying at their current location; some of the concerns would be the concern of the surrounding neighbors.

CM Rudometkin asked for directions to proceed with a location or to expand at the current location.

Vice Mayor Lowell said this was the first time she had heard of the concept of including public works. She said the Council would have to determine what the City is looking for in a Municipal Complex.

Mayor Fouraker asked if the City had any information and rating sheets (data, concept plans, or reports) from previous consultants who worked with Mr. Francis during previous Council discussions. Since the discussions transpired, the City of Orlando has 20 acres available. He and the City Manager met with them, and they were tasked with how much the city would need for a municipal complex. Some mitigating factors must be sorted out, and the Council should discuss its vision. He noted that no price was discussed. Mayor Fouraker opened the door for discussion on other pieces of property, scenarios, and steps moving forward. Discussion ensued.

Comm Smith asked if the City has any pricing on the required studies and mapping of the proposed areas. City Manager Rudometkin said the City does have ARPA funds allocated, and he is working on one last quote. He noted that he has asked for a discounted price for the unusable land or if they are willing to sell off some of the acres separately. The City Manager briefly discussed costs, debt service, or millage increase. Comm Smith said the Council will need more time to discuss a millage increase.

Comm Smith said that sometime in 2022, the City was approached by a consultant for the Masonic Lodge with a turn-key concept. There may be other options once we have an environmental study or conceptual plan.

Comm Partin said he does not favor springing this to the public and would like a design and conceptual plan. The first step may be to perform an environmental study. Discussion ensued.

Vice Mayor Lowell asked if the City of Orlando had any reports available on the buildable 20 acres. Mr. Rudometkin said the city must complete a study before moving forward. Vice Mayor Lowell said the Council should have options 1,2 and 3.

Comm Carson asked if the environmental study reports that the 20 acres are not viable; what is the next step. Mr. Rudometkin said the City could revisit Datwyler and the current City Hall location. Mayor Fouraker gave a brief history of the 20 acres and said the City of Orlando is waiting on the City before moving forward with other options for the property. Discussion ensued.

Comm Bobrowksi said she is not in favor of the property by Fish on Fire. She noted that it is not desirable for events or a City complex. She does not favor an environmental study until the City of Orlando provides a selling price. If it is unattainable, the City should be fiscally responsible and

discuss the realistic amount it can spend on a municipal complex. Discussion ensued on costs, liquidating property, obtaining a bond, or using Lobbyists to obtain money for a new complex.

Mayor Fouraker said that at some point, if the Council agrees to go through the process, which has never gotten off-center, we agree to use any means to obtain the funds (raising taxes, obtaining a bond, or selling existing city property).

Comm Vertolli asked if the property is purchased on Conway, would the City then annex that property? Mayor Fouraker said yes. He said the City might consider partnering with the City of Orlando to separate the 25 acres and allow affordable housing through the Live Local Act on the portion of the land that is not needed.

Comm Partin expressed his concern about the undisclosed price for the City of Orlando Property. He would like to know how much of the 20.5 acres is buildable and if it is an option for the City. Discussion ensued on the vision and concept to support the City's growth.

Comm Bobrowksi asked if completing an environmental study and a concept plan for the expansion at City Hall is cost-prohibitive. Mr. Rudometkin said the cost is not cheap and would like to do one at a time. Comm Bobrowksi said that as a contingency plan, she wants to see the first choice for the property on Conway, and the second choice is the current City Hall location.

The City Manager stated that he would contact a consultant in Texas to start the process and bring it back to the Council for approval.

Vice Mayor Lowell asked if it was possible to have someone meet with the city staff to ask what we need in a Municipal Complex and to get an idea before hiring a consultant. CM Rudometkin said he could have internal meetings to obtain some information upfront. He noted that he has been through this process in previous cities.

The Council consensus was to:

- perform an environmental study on Judge and Conway
- continue negotiations with the City of Orlando
- submit an RFP for consultants to move forward with a conceptual plan
- internal meetings to establish a space needs analysis plan (SNAP)

Comm Bobrowski said the City of Oviedo has one of the nicest city halls she has seen, and she believes it would benefit the Council to visit their building.

6. New Business

a. <u>Cancellation of July 2nd Council Meeting</u>
City Manager Rudometkin asked if the Council would like to cancel the July 2nd meeting and if the Council will be in town for the July 4th holiday.

Comm Smith moved to cancel the July 2nd meeting in observance of the July 4th holiday week and the absence of Council members on vacation.
Comm Carson moved the motion, which passed unanimously 5:1 with Vice Mayor Lowell, nay.

7. Attorney's Report

Attorney Langley reported that the appeal for the Quevedo lot split had filed a circuit court action challenging the decision of the city to deny the lot split in an FSS 7051 FL Land Use Dispute Resolution Act proceeding. The circuit court action was placed on the docket until July and will not be actively litigating. The applicant and their attorney requested mediation with the City on June 20, 2024. Attorney Langley asked that the City Manager be the City's representative. The person representing the City at the mediation does not have binding authority but has the authority to recommend to the Council what may arise from the settlement. The mediation will not result in a settlement, and any potential offer will be returned to the Council.

Mayor Fouraker said the Council voted unanimously that there would not be a lot of split. He said he stated at the last meeting the only compromise was that she said she had been injured financially on legal fees, a roof, and design plans. Mayor Fouraker stated that he and the City Manager met with the resident and extended the olive branch after the meeting. He stated that there is no bending and that granting the lot split should not be a compromise. He would like the Council to instruct the City Attorney to promptly leave after a settlement is offered rather than to pay for extended lawyers' fees in discussing something the city will not approve, within reason.

Attorney Langley clarified that after negotiating in good faith, the staff is not obligated to make or accept any offers other than what will be presented to the Council.

Comm Bobrowksi moved to appoint City Manager Rudometkin as the City's representative in the mediation hearing.
Comm Partin seconded the motion, which passed unanimously 6:0.

Comm Bobrowksi asked if she could ask the City Planner a question.
Mayor Fouraker said staff could ask questions about this matter offline as it is not an agenda item. Additionally, he noted that their attorney is our former City Attorney, Tom Callan.

8. City Manager's Report (CM)

City Manager Rudometkin provided an updated Task List and spoke on some highlighted items,

- Lancaster House Update—CM has spoken to CCA Chairman Brooks, and they will send a site plan language to carve out the section of the Lancaster House with stipulations. Once received, he will forward it to the City Attorney for review and present it to the Council. CM said CCA may not want to change the lease language but make the changes via an exhibit to the lease.
- DOT Grant For Hoffner Update—The FDOT Grant has been programmed and awaits a Notice to Proceed from the City. Before moving forward and working with Orange County, there is a $3 million portion funding match. CM Rudometkin said the Grant sunsets in 2027/2028 and noted that there may not be a penalty if we change the scope or cannot match the grant; he will continue to verify before moving forward.

  Mayor Fouraker clarified the next steps and asked the Council to consider a workshop to discuss fundraising for this obligation. The road is not ours; however, do we want control of it? Ask the County if they want to put up the match or give the funds to the County and have a little say in the project. Council consensus was to schedule a workshop for continued discussion.
- FY 2024/2025 Budget Update—Staff will submit a resolution for council approval. He has provided the Finance Director with the Council goals and other requests. He is looking at the stormwater fees for 2025 and forward. The small incremental increases approved by the Council will end this budget year. The goal is to get the proposed budget earlier than last year.

We do not have much money, and the assessed value will increase by approximately $60m and remain with the same revenue.

a. Chief's Report

- Chief Grimm reported that STATs will be reported at the end of the month. He noted that one of the items he will bring to the budget discussion is adding Canine Officers to the Agency.
- Chief Grimm reported that he has been selected to participate in the Florida Police Chief Legislative Committee and will attend a conference the following week.
- Office Mathews is doing well and in good spirits.
- Chief Grimm reported on the FSS - Take Home Vehicles. He noted that the City is required to have insurance for regular staff; however, the Police Officers are required to be converted by the City if the vehicle is used to and from work. Comm Smith said he is attending a conference next week and will bring forward more information.

b. Public Work's Report

- Phil Price reported on the Orange County Weir and found that they pull two boards when the lake gets near normal high water. Last year, they exceeded pulling the boards, and too much water was going down south Florida, flooding that area. There was never an action plan in place for lowering the weir. Orange County, GOAA, and St. Johns River Management will schedule a meeting and invite the surrounding cities for discussion and possibly formulating a plan of action.
- Mr. Price said he has received a couple of calls from residents. He contacted some trappers and found it an expensive ordeal, and peacocks were difficult to capture. He gave some thought to educating the residents on managing the birds.
- Staff have received the quotes for the aerator and is working towards completing the upgrades in Trimble Park.

9. Mayor's Report

- Mayor Fouraker reported that there will be a community meeting with GOAA, and the City Clerk will post the agenda once it is received.
- Mayor Fouraker reported the City of Orlando had doubled their utilities fees. OUC is also instituting a spike rate to regulate costs and encourage the use of power after certain hours.
- Mayor Fouraker said he met with Bricksmore while attending a conference. If the Council is still interested in annexing Publix, they would like to present to their board a proposal that will not increase their tenants' rents with a 2-year tax abatement (i.e., JJs waste fees on a case-by-case basis). The council consensus was to have the City Manager assemble something for a workshop in the coming months.
- Mayor Fouraker wanted to make the Council aware, for the record, that a resident had called regarding a ticket they received. He told the resident that he could not be involved with a police matter and could not help them.

11. Commissioners Report

- Comm Vertolli addressed the peacock nuisance and would like the Council to consider an ordinance that speaks to not feeding wildlife.
- Comm Bobrowski said she has been learning about the City's and residents' responsibility for ROW maintenance. She joined marine patrol for a ride-along and was enlightened on the activities on the lake.

- Comm Smith asked about having the lobbyists give a periodic update on legislative laws, including Florida Statute 166.041(4)a re Ordinances. In addition, he asked about the appointment of a Vice Chair per Charter for the next meeting.
- Council thanked Marine Patrol for their presence on Lake Conway.

Comm Bobrowksi moved to have Vice Mayor Lowell present her report.
Comm Smith seconded the motion, which passed unanimously at 6:0.

- Vice Mayor Lowell reported that the City Manager has been with us for five months. She recently scheduled a meeting and met with the City Manager this morning. She said she would do that more often to ensure she provides the best service to the staff and residents.

12. Adjournment

With no further business, Mayor Fouraker moved to adjourn the meeting, which was unanimously approved at 8:35 p.m.

Yolanda Quiceno

From: Kristina Giles <kgodi@aol.com>
Sent: Tuesday, June 4, 2024 10:33 PM
To: Yolanda Quiceno
Subject: Council Meety

Hi Yolanda,

I tried to send the speech that I wrote so that the council members could read again what I said during the meeting. Please put my words into the record because this exactly what I said. Thanks in advance...

City Council Meeting

Good evening city Council members and staff. My name is Kristina Giles and I live at 5820 Cove Drive. I stand before you asking for you to please create an agenda for the next city council meeting on June 18th of this year on the following topics:

1. A contested dock that was built without a variance. They should have had to have applied for a variance to build their dock more than 15' lake-ward from the new Highwater Mark than any other docks within 300' when the application was filed on October 18th of 2022.

2. Swale permitted on their houses' building application was omitted it in reality to our property's detriment. The swale would make sure NOT to have their water transferred to our property. Since our neighbor steered away from the limitations of their permitted work, it would mean they worked WITHOUT a permit and should have fines and impact fees according to the Belle Isle ordinances, along with daily fines until the issue is rectified to the permitted standards. This is what normal constituents have historically been charged with.

3. Dredged without a permit yesterday during active litigation. The neighbor is changing the submerged topography of the contested dock. I believe their permit should be revoked.

4. Neighbor has created a wall of foliage close to the lake. There is supposed to be a 35' setback from the new high watermark with only 4 foot fences to the lake.

Please accept my sincere gratitude for your time and real attention to these egregious acts against my husband and my residence.

Thank you for potentially giving me the ability to expound on these topics in the next city council meeting.

Thank you.

Kristina Giles
from my iPhone

CITY OF BELLE ISLE
PLANNING & ZONING BOARD MEMBER APPLICATION

The P&Z Board is responsible for conducting public hearings on all proposed regulations concerning land use in the City or amendments to existing land use regulations and requests for rezoning property, site plans, subdivisions plans, and variances to land use regulations. The P&Z Board is also responsible for making recommendations to the Belle Isle City Council regarding land use, changes in zoning, review of subdivision plans or plats, and changes to the City's comprehensive plan. The time commitment for this position (research, reading/reviewing information, meetings) could be about 4-6 hours per month.

Please email the City Clerk a completed application to yquiceno@belleislefl.gov.

Name: Anthony P. Arrigno

Home Address: 2372 Hoffner Ave

Home Phone: 407.857-9231 Cell Phone: 407.427-6554

Email: Aticalit@Aol.Com Fax: _____

1. Will you have time to fulfill the duties of this board? Yes ☑ No ☐
2. Are you able to attend the necessary meetings? Yes ☑ No ☐
3. Describe your community involvement experience and any particular expertise you have, which would apply to this board.

Was On Code Enforcement Board When It Did Exist
Was On City Council for District 2
Presently A Permanent Resident In Belle Isle For Over 30 Years

4. Describe why you are interested in serving on the Planning & Zoning Board:

Would Like To Stay Involved From All Aspects Of The City Government

5. Please submit a letter of interest with your application.

By signing below, you are affirming to the best of your knowledge that the information you have provided on this form is true and complete.

Signature: _____ Date: 3/27/24

CITY OF BELLE ISLE
BUDGET COMMITTEE MEMBER APPLICATION

The Budget Committee's purpose is to gain a greater understanding of the budget and its components to increase transparency, address unfunded liabilities, and improve the process of Council involvement in the creation of the budget, as is done in other jurisdictions. (Resolution 19-18)

Please email the City Clerk a completed application, letter of interest, and resume at yquiceno@belleislefl.gov.

Name: JOHN A. EVERISEN

Home Address: 5034 DORIAN AVE.

Home Phone: 407 851 3508 Cell Phone: 407.341.4382

Email: JOHN@EVERISEN.COM Fax: —

1. Will you have time to fulfill the duties of this committee? Yes ☑ No ☐
2. Are you able to attend the necessary meetings? Yes ☑ No ☐
3. Describe your community involvement experience and any particular expertise you have that would apply to this committee.

30 YEARS MANAGING A LARGE BUDGET IN LOCAL GOVERNMENT.

4. Describe why you are interested in serving on the Budget Committee:

TO HELP WITH WHAT IS PROBABLY THE MOST IMPORTANT ASPECT OF LOCAL GOVERNMENT

By signing below, you affirm to the best of your knowledge that the information you have provided on this form is true and complete.

Signature: _____ Date: 6/3/24

John A. Evertsen

5034 Dorian Avenue • Orlando Florida 32812

john@evertsen.com • 407.341.4382

Employment Experience

2019-Present: **J's Outdoors LLC**
Owner Manager, Environmental Consulting, Personalized Fishing experiences.

City of Orlando: Program Manager Surface Water Maintenance 2008-2019 33 years

Planned, organized, and oversaw the daily operations and maintenance of the City's closed and open stormwater facilities, lakes, and street sweeping operations. Responsible for preparing and monitoring program budgets, personnel compliance, and training for some 63 staff members assigned to the program.Performed contract administration functions including preparation of request for bids and service contracts, evaluation of bids to ensure adequacy and cost effectiveness; prepared work descriptions, cost estimate data, and purchase order requisitions; awarded contracts; monitors work for compliance with conditions of contract; approved payments and contractual changes; resolved problems; maintain accurate records.
Inspected and evaluated drainage basins and implemented B.M.P.'s accordingly; attended various meetings and technical conferences with related problems in the natural resources area and stormwater facilities; kept abreast of new developments that may have had application for more efficient operations; made recommendations to management; represented the Stormwater Department and City of Orlando in a professional manner at events and public meetings; performed a variety of administrative duties including maintaining accurate records, budget projection, and preparation; program analysis and recommendation for improvement, preparation of various reports; responds to complaints and inquiries; served as Incident Commander and responded to hazardous conditions such as material spills in storm water facilities and ensured proper mitigation. Maintained records and prepared annual reports for N.P.D.E.S

City of Orlando: Assistant Program Manager Stormwater Management 1988-2008

Performed responsible technical and supervisory work assisting with the implementation of stormwater management, lake management, and aquatic plant programs.

City of Orlando: Crew Leader I Stormwater Management Program 1986-1988

Managed crews in the repair and maintenance of the stormwater infrastructure.

Altair Maintenance Services, Longwood Florida 1984-1985

Involved in all aspects of cleaning, repairing, and video inspection of stormwater and wastewater pipelines and associated infrastructure.

Winn Dixie Stores Incorporated 1976-1984

Fully trained and certified in all phases of Grocery and Merchandising from entry level to management.

Education

Associate of Arts Degree •Business Administration •Valencia Community College •Orlando Florida

High School Diploma •Oak Ridge High School 1977 •Orlando Florida

Current Certification

Florida Department of Environmental Protection Stormwater Inspector
#118

References

Harry D. Knight: Commercial Lead - USA at Phoslock Environmental Technologies
Cullman, Alabama, United States
Phone: 256-509-5491
Email: cullknight@bellsouth.net
Long time friend and Industry contact

Jim Sweatman: Senior Fisheries- Biologist Florida Fish and Wildlife Commision
St Cloud, Florida, United States
Phone: 407-346-7263
Long Time friend and industry contact

Richard Lee: Senior Professional Engineer- St John Rivers Water Management District
Apopka, Florida, United States
Phone: 407-257-1224
Former Manager at City of Orlando

CITY OF BELLE ISLE, FLORIDA
CITY COUNCIL AGENDA ITEM COVER SHEET

Meeting Date: June 18th, 2024

To: Honorable Mayor and City Council Members

From: Rick J. Rudometkin, City Manager

Subject: Approve extending Willdan contract to December 31, 2024.

Background: This contract has expired, and we are still working with the vendor, Willdan, on the stormwater rates and need an extension.

Staff Recommendation: Extend the contract with Willdan so we can continue to work with the vendor.

Suggested Motion: I move to extend the contract with Willdan until December 31, 2024.

Fiscal Impact: There is no fiscal impact.

Attachments:

CITY OF BELLE ISLE, FLORIDA
CITY COUNCIL AGENDA ITEM COVER SHEET

Meeting Date: June 18th, 2024

To: Honorable Mayor and City Council Members

From: Rick J. Rudometkin, City Manager

Subject: Approve extending RVi contract to December 31, 2024.

Background: This contract has expired, and we are still working with the vendor RVi on the comp plan and need an extension.

Staff Recommendation: Extend the contract with RVi so we can continue to work with vendor.

Suggested Motion: I move to extend the contract with RVi until December 31, 2024.

Fiscal Impact: There is no fiscal impact.

Attachments:

SCHOOL RESOURCE OFFICER AGREEMENT
(CHARTER SCHOOL)

THIS AGREEMENT is made and entered into as of this _____ day of _____, 2024, by and between:

THE CITY OF BELLE ISLE, FLORIDA
a Florida municipal corporation
for The City of Belle Isle Police Department
1600 Nela Ave.
Belle Isle, FL 32809
(from now on, "City")

and

CITY OF BELLE ISLE CHARTER SCHOOLS, INC.
a Florida not-for-profit corporation
for Cornerstone Charter Academy
906 Waltham Avenue
Belle Isle, FL 32809
(from now on, "Academy")

WHEREAS, the City has established a School Resource Officer Program (from now on referred to as the "SRO Program") under applicable Florida law; and

WHEREAS the Academy desires that the City provide a law enforcement officer to serve as its School Resource Officer (from now on "SRO") at the Academy, and the City is willing to assign a law enforcement officer to serve as an SRO under the terms and conditions set forth herein; and

WHEREAS, the City and the Academy agree that the SRO Program is an excellent benefit to the school administration, the student body, and the community as a whole, and desire to enter into this School Resource Officer Agreement (from now on referred to as "Agreement") to accomplish the purposes expressed herein; and

WHEREAS, the City and the Academy understand and agree that the SRO Program is established for the purposes set forth under applicable Florida law, including assistance in preventing juvenile delinquency by providing programs specifically developed to respond to those factors and conditions that give rise to delinquency.

NOW THEREFORE, in consideration of the premises and of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1 – RECITALS

1.01 **Recitals.** The parties agree that the preceding recitals are true and correct and are incorporated herein by reference.

ARTICLE 2 - SPECIAL CONDITIONS

2.01 **Term of Agreement.** This Agreement shall take effect upon the signature of both parties. It shall remain in effect until terminated by either party by Section 3.04 of this Agreement (from now on referred to as the "Term").

2.02 **Assignment of School Resource Officer.** The City, or its designee, shall assign one law enforcement officer to serve as an SRO at the Academy at the following school locations: Cornerstone Charter Academy K-8 and Cornerstone Charter Academy High School, located at 5903 Randolph Avenue, Belle Isle, FL 32809. The Chief of Police shall be considered a designee of the City for all purposes described herein. Suppose the Academy has concerns with the SRO's work performance. In that case, Academy may request a meeting with the Chief of Police to resolve any concerns, which shall occur within five business days of the Academy's request. If the issues cannot be resolved, Academy may request another officer be assigned to Academy. In the event of misconduct, improper or unlawful behavior, or neglect of duties, the Chief of Police shall assign a new SRO. The City or its designee may change the law enforcement officer assigned to participate as an SRO at any time during the Term of this Agreement. It shall have sole discretion and authority to hire, discharge, and discipline the SRO. Unless precluded by law enforcement requirements or emergency circumstances, the City shall at all times maintain the SRO on duty during those regular school hours during which students are required to be in attendance and shall attend any required SRO training programs conducted by the City. The City shall temporarily assign a replacement law enforcement officer if the assigned SRO is absent for six or more consecutive days.

2.03 **Employment of School Resource Officer.** The law enforcement officer assigned as an SRO under this Agreement shall be an employee of the City and shall be subject to the administration, supervision, and control of the City. The City shall always be responsible for all aspects of the employment, control, and direction of the SRO. Nothing herein is intended to create an employment or agency relationship between the Academy and any law enforcement officer assigned by the City to participate in the SRO Program. All compensation, salaries, wages, benefits, and other emoluments of employment payable to the SRO shall be the City's sole responsibility. The Academy will compensate the SRO for working after school or off-duty events at the current rate established by the City. The Parties agree that the City, or its designee, and the Academy, or its designee, will jointly participate in an annual pre-planning meeting before the commencement of the academic year to address operational needs, issues, and concerns.

2.04 Qualifications of the SRO. All SROs shall meet or exceed the following qualifications:

A. Minimum of two years experience as a State of Florida certified law enforcement officer.
B. SROs will receive formal training (to include SRO Basic Certification Training) within 12 months of being assigned to the SRO program.
C. These requirements may be modified by mutual agreement between the City and Academy.

2.05 **Applicable Policies and Standards.** The City shall ensure that the exercise of law enforcement powers by the SRO shall comply with the authority granted by applicable law. The

law enforcement officer assigned to the SRO Program shall perform their duties as an SRO by the Florida Association of School Resource Officer Training Standards and with applicable Florida law.

2.06 **Duties of School Resource Officer.** The SRO shall not function as a school disciplinarian or security officer, shall not intervene in the everyday disciplinary actions of the Academy which do not involve criminal acts, and shall not be used as a witness to any disciplinary procedures or actions at the Academy, excepting however, that SRO may be involved in disciplinary procedures or actions arising from those matters and incidents within the scope of SRO's duties. The SRO shall always act within the scope of authority granted to the SRO by applicable law. The SRO work year will follow the schedule established by the Academy for its teachers and its academic calendar (approximately ten months). In the event the SRO is absent from work, the SRO shall notify their supervisor in the Police Department and shall also notify the Academy. The SRO shall perform duties including, without limitation, the following:

a. the performance of law enforcement functions within the school setting;
b. to serve as a liaison between the Academy (including Administration, Staff, parents, and students) and the City;
c. to be visible on the Academy's campus, serve as a role model and mentor for students, participate in campus activities, student organizations, and athletic events when possible;
d. to routinely monitor the Academy's campus and facilities to ensure a safe environment;
e. to report and investigate crimes originating on Academy's campus. When indicated, the SRO will investigate criminal incidents involving Academy (including Administration, Staff, parents, and students) which occurred off-campus and in the SROs jurisdiction;
f. identifying and preventing juvenile delinquency (including substance abuse) through counseling and referral services. The SRO shall be a resource for staff, parents, and students dealing with individual problems or questions. The SRO shall be familiar with community resources and agencies, including but not limited to mental health, counseling, drug treatment, crisis management, etc., and shall make referrals as necessary;
g. the enhancement of student knowledge of the law enforcement function and the fundamental concept and structure of law;
h. the development of positive student concepts of the law enforcement community and promotion of positive interaction and enhanced relations between students and law enforcement officers;
i. the provision of assistance and support for crime victims (including victims of abuse) identified within the school setting;
j. the presentation of various topics, including, but not limited to, educational programs concerning crime prevention and the rights, obligations, and responsibilities of students as citizens to students, teacher conferences, parent groups, and other groups, as requested. The SRO will formulate educational crime prevention programs to reduce opportunities for crime against persons or property in the Academy. The SRO will seek permission, guidance, and advice from the Academy before enacting any new programs within the Academy;
k. to perform traffic control duties before and after school;

l. to share appropriate information with Academy administrators which presents a danger to the Academy (school, students, and staff). The SRO shall review the Academy Emergency Plan annually, provide feedback to Academy administrators regarding any potential deficiencies or improvements, and advise Academy on Police Department emergency planning. SRO and Academy administrators will collaborate to develop plans and strategies to prevent and minimize potential dangers; and

m. SRO shall notify Academy administrators and attempt to notify a parent before interviewing a student regarding a criminal investigation or allegation.

2.07 **Student Instruction.** The City shall always maintain control over the content of any educational programs and instructional materials provided at the Academy by the SRO through the SRO Program. The SRO will provide instructional activities to the students at the Academy in areas of instruction within the SRO's experience, education, and training. The SRO will formulate educational crime prevention programs to reduce the opportunity for crimes against persons and property in the school. The SRO will seek permission, guidance, and advice before enacting any new programs within the school.

2.08 **Academy Contact Person(s).** The Principal at the Academy shall be the on-site contact person for the SRO assigned to the Academy. In addition, this Section confirms that the City has designated the Chief of Police to serve as the City's contact person for the SRO Program.

2.09 **Payment for SRO Program Services.** The Academy shall pay the City $100,161.88 per school year (August through June to include Summer School) for the SRO assigned by the City under the Term of this Agreement, as further set forth on Exhibit A, attached hereto and incorporated herein by reference. The City shall invoice the two (2) equal installments in December and May for SRO services rendered under this Agreement. Upon certification by the Academy's Principal that the services rendered were satisfactory, payment for SRO services shall be made by the Academy within 30 days of receipt of the invoice for such services.

CCA Summer School SRO Services. The Academy shall pay the City the current off-duty rate and minimum hours for services rendered during summer school. BIPD will make every effort to staff each day of summer school with a sworn law enforcement officer who may or may not be SRO certified.

2.10 **Indemnification.**

Each party agrees to be fully responsible for its acts or omissions and its agents, contractors, servants, employees, licensees, or invitees, and any acts of negligence, or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Each Party shall indemnify and save the other Party harmless from and against and shall reimburse the indemnified Party for all liabilities, obligations, damages, fines, penalties, claims, demands, costs, charges, judgments, and expenses, whether founded in tort, contract, or otherwise, including attorney's fees and costs for any act or neglect of the indemnifying Party in connection with the respective Party's obligation under this Agreement. Nothing contained herein shall be deemed a waiver by the City or Academy of its immunities provided by law, including those outlined in Section 768.28, Florida Statutes.

ARTICLE 3 - GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing in this Agreement is intended to serve as a waiver of sovereign immunity by the City or Academy.

3.02 **No Third-Party Beneficiaries.** The parties expressly acknowledge that they do not intend to create or confer any rights or obligations in or upon any third person or entity under this Agreement. Neither party intends to benefit a third party directly or substantially by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising from this or any contract.

3.03 **Non-Discrimination.** The parties shall not discriminate against any employee or participant in performing the duties, responsibilities, and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability, or sexual orientation.

3.04 **Termination.** This Agreement may be canceled with or without cause by either party during the Term hereof upon 30 days written notice to the other party of its desire to terminate this Agreement. In accordance with paragraph 2.09, payment shall be prorated and made in full, up to and including the day of termination.

3.05 **Records.** Academy acknowledges that the public shall have access, at all reasonable times, to certain documents and information about City contracts, under the provisions of Chapter 119, Florida Statutes. Academy agrees to maintain public records in Academy's possession or control in connection with Academy's performance under this Agreement and to provide the public with access to public records by the record maintenance, production, and cost requirements outlined in Chapter 119, Florida Statutes, or as otherwise required by law. Academy shall ensure that public records exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law.

Unless otherwise provided by law, any reports, surveys, and other data and documents provided or created in connection with this Agreement shall remain City's property. In the event of termination of this Agreement by either party, any reports, photographs, surveys, and other data and documents and public records prepared by, or in the possession or control of, Academy, whether finished or unfinished, shall become the property of City and shall be delivered by Academy to the City Manager, at no cost to the City, within seven (7) days of termination of this Agreement. All such records stored electronically by Academy shall be delivered to the City in a format compatible with the City's information technology systems. Upon termination of this Agreement, Academy shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure. Any compensation due to Academy shall be withheld until all documents are received as provided herein. **The** Academy's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

3.06 **Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.07 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel was necessary to form a complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language contained herein expresses their mutual intent, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.08 **Waiver.** The parties agree that each requirement, duty, and obligation set forth herein is substantial and essential to the formation of this Agreement and, therefore, is a material term of this Agreement. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

3.09 **Compliance With Laws.** Each party shall comply with all applicable federal, state, and local laws, codes, rules, and regulations in performing its duties, responsibilities, and obligations under this Agreement.

3.10 **Governing Law.** This Agreement shall be interpreted and construed by and governed by the laws of the State of Florida, and venue and jurisdiction shall lie in the courts of Orange County, Florida.

3.11 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

3.12 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement, including, without limitation, the partial assignment of any right to receive payments from the Academy.

3.13 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by a hurricane, earthquake, explosion, war, sabotage, accident, flood, acts of God, strikes, or other, labor disputes, riot or civil commotions, or because of any other matter or condition beyond the control of either party and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.14 **Place of Performance.** All obligations of the City under this Agreement's terms are reasonably susceptible to being performed in Orange County, Florida, and shall be payable and performable in Orange County, Florida.

3.15 **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable, or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision. This Agreement shall be considered if such invalid, illegal, unlawful, unenforceable, or void provision has never been included.

3.16 **Notice.**When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

City:
Rick Rudometkin
City Manager
1600 Nela Avenue
Belle Isle, FL 32809

Academy:
City of Belle Isle Charter Schools, Inc.
6340 Sunset Drive
Miami, FL 33143
ATTN: Governing Board Chair

3.17 **Captions.** The captions, section numbers, article numbers, title, and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement. They shall not be construed to create a conflict with the provisions of this Agreement.

3.18 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that they have the full legal power to execute this Agreement on behalf of the party they are signing and to bind and obligate such party concerning all provisions contained in this Agreement.

[SIGNATURES APPEAR BELOW]

IN WITNESS, the parties hereto caused these presents to be signed on the above date.

CITY OF BELLE ISLE, FLORIDA

By: _____
Nicholas Fouraker
Mayor

ATTEST:

_____
Yolanda Quiceno, City Clerk

ACADEMY

By:_____
for City of Belle Isle Charter Schools, Inc.
Name:
Title:
Date:

ATTEST:

_____
Name:
Title:

Exhibit A

The following annual costs associated with the School Resources Officer Program are:

Salary:	$ 80,340.01
Benefits:	$ 38,598.05
Operating Costs:	$ 2,500
Training:	$ 1,000
Vehicle:	$ 11,111.11 (based on vehicle rotation every three years @ $40,000 @ 0.833)
Total Annual Cost:	$ 133,549.17
SRO time	$ 100,161.88 (.75 FTE)

Salary: Self-Explanatory
Benefits: Retirement, Insurance (health, dental, vision, life, disability), FICA, Medicare Workers' Comp
Operating Costs: Uniforms, radio, weapon, auto maintenance, gas, consumable supplies
Training: Specialized training for SRO
Vehicle: Officer Vehicle

Before July 1 of each year of this Agreement, the Police Department will send a proposed budget for the SRO Program to the CCA for review. Should there be disagreement between the parties on the funding for the next budget year, the parties will meet to discuss the program's costs for the next fiscal year.

RESOLUTION NO. 24-06

A RESOLUTION OF THE CITY OF BELLE ISLE, FLORIDA, AUTHORIZING AN INCREASE IN THE ANNUAL NON-AD VALOREM STORMWATER ASSESSMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has, by Ordinance 05-14 established a stormwater management system benefit area, which encompasses all real property located within the City boundaries as those boundaries may exist from time to time; and

WHEREAS, the City has by Ordinance 05-14 levied an annual non-ad valorem stormwater assessment against all developed real property located within the City boundaries; and

WHEREAS, the City Council has authorized the City Manager to develop and recommend a stormwater utility fee rate schedule for the assessment of fees, for the use of and discharge to the City's stormwater management system; and

WHEREAS, the City Manager submitted a Stormwater Capital Improvement Program (CIP) to City Council; and

WHEREAS, the City Council approved the Stormwater Capital Improvement Program on June 16, 2020; and

WHEREAS, the Stormwater Capital Improvement Program included an annual $5 increase per ERU beginning in FY 2022; and

WHEREAS, the annual rate per ERU will increase from $135.00 to $140.00; and

WHEREAS, the City desires to set the rates in order to enable the Orange County Tax Collector to include and collect the same on the annual property tax bills.

Now, therefore, the City Council of the City of Belle Isle, Florida, hereby resolves:

Section 1. The annual non-ad valorem stormwater assessment for each applicable property is $140.00 per ERU, to be effective beginning with and included on the 2024 property tax bills.

Section 2. The new assessment amount supersedes any previous assessment amount established by the City of Belle Isle, Florida.

Section 3. This Resolution shall be effective immediately upon adoption.

Adopted by the City Council on this _____ day of _____, 2024.

_____

NICHOLAS FOURAKER, MAYOR

Attest: _____

Yolanda Quiceno, CMC-City Clerk

_____

Approved as to form and legality

City Attorney

STATE OF FLORIDA

COUNTY OF ORANGE

I, YOLANDA QUICENO, CITY CLERK OF THE CITY OF BELLE ISLE, FLORIDA, do hereby certify that the above and foregoing Resolution No. 24-06 was duly and legally passed and adopted by the Belle Isle City Council in session assembled, at which session a quorum of its members was present on the _____ day of _____ 2024.

_____

Yolanda Quiceno, CMC-City Clerk

RESOLUTION NO. 24-07

A RESOLUTION OF THE CITY OF BELLE ISLE, FLORIDA, AUTHORIZING THE ANNUAL NON-AD VALOREM SOLID WASTE COLLECTION ASSESSMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Belle Isle, Florida, provides solid waste collection services to residential properties within the corporate boundaries of the City by contract with private waste management companies; and

WHEREAS, the City has by Ordinance 09-15 levied an annual non-ad valorem solid waste collection assessment against all residential developed real property located within the City boundaries; and

WHEREAS, Chapter 28, Article V, Section 28-202 of the Belle Isle Code of Ordinances provides that the amount of the solid waste service assessment in any fiscal year shall be determined by the rates, fees, and charges established by the City solid waste agreement; and

WHEREAS, the City has, by Ordinance 19-06, entered into a contract for waste collection and recycling services with JJ's Waste and Recycling; and

WHEREAS, the City has approved the annual price adjustment from JJ's Waste and Recycling with no increase in rates for the residential portion for the fiscal year 2024-2025; and

WHEREAS, the annual rate per property will remain at $305.40; and

WHEREAS, the City desires to set the rates to enable the Orange County Tax Collector to include and collect the same on the annual property tax bills.

Now, therefore, the City Council of the City of Belle Isle, Florida, hereby resolves:

Section 1. The annual non-ad valorem solid waste collection assessment for each developed residential property is $305.40 per residence, to be effective beginning with and included on the 2024 property tax bills.

Section 2. This assessment amount supersedes any previous assessment amount established by the City of Belle Isle, Florida.

Section 3. This Resolution shall be effective immediately upon adoption.

Adopted by the City Council on this _____ day of _____, 2024.

_____

NICHOLAS FOURAKER, MAYOR

Attest: _____

Yolanda Quiceno, CMC-City Clerk

_____

Approved as to form and legality

City Attorney

STATE OF FLORIDA

COUNTY OF ORANGE

I, YOLANDA QUICENO, CITY CLERK OF THE CITY OF BELLE ISLE, FLORIDA, do hereby certify that the above and foregoing Resolution No. 24-07 was duly and legally passed and adopted by the Belle Isle City Council in session assembled, at which session a quorum of its members was present on the _____ day of _____ 2024.

_____

Yolanda Quiceno, CMC-City Clerk

Belle Isle Police Department

Interoffice Memorandum

TO: **Chief Travis Grimm**

FROM: **Deputy Chief Jeremy Millis**

DATE: **May 10, 2024**

RE: **Surplus of old Yamaha Outboard Motor**

In January of 2023, the Belle Isle Police Department replaced the engine on MP1 (2018 Pathfinder). I request we surplus the Yamaha SHO VF200LA (Engine ID# 6CDL-1005248). The engine has approximately 1500 hours and has been sitting at Belle Isle Public Works since the repower. Attached to this memo are the engine title and three online printouts as to the current value of the engine if the city council decides to sell it.

CERTIFICATE OF ORIGIN FOR A BOAT OR MOTOR

YAMAHA

YAMAHA MOTOR CORPORATION, U.S.A.

DATE
03/28/2018
MFG DATE
02/01/2018

ENGINE ID. NO.
6CDL-1005248
MAKE
YAMAHA

INVOICE NO.
91377227
SERIES OR MODEL
VF200LA

BODY TYPE
OUTBOARD ENGINE
H.P.(S.A.E.)
200.0

SHIPPING WEIGHT
505.000 LBS
NO CYLS.
6 4169 CC

I, the undersigned authorized representative of the company, firm or corporation named below, hereby certify that the new vehicle/boat or motor described above is the property of the said company, firm or corporation and is transferred on the above date and under the Invoice Number indicated to the following distributor or dealer.

NAME OF DISTRIBUTOR, DEALER, ETC.

554000
MAVERICK BOAT GROUP, INC.
3207 INDUSTRIAL 29TH ST
FORT PIERCE FL 34946-8642

It is further certified that this was the first transfer of such new vehicle in ordinary trade and commerce.

YAMAHA MOTOR CORPORATION, U.S.A.

BY: Exec. Vice President, Secretary/Treasurer
(SIGNATURE OF AUTHORIZED REPRESENTATIVE) (AGENT)

YA 5310103

Cypress, California 90630
CITY - STATE

Y10512 REV. 8/2016

d.

J.D. POWER

2018 Yamaha 4-Stroke Series VF200LA

Values

	Suggested List Price	Low Retail	Average Retail
Base Price	$20,240	$10,605	$11,915
Total Price	**$20,240**	**$10,605**	**$11,915**

Interested in Selling Your Vehicle?

Get a verified offer sent directly to you.

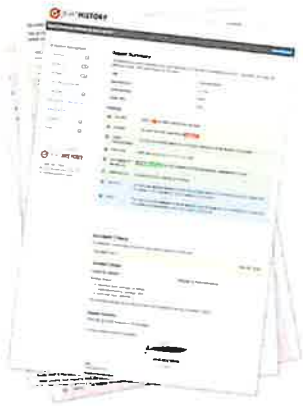
Don't make a $11,915 mistake,
get a Boat History Report before you buy!

Boat History Report

d.

A boat's history affects its value - check the history of this 2018 Yamaha and avoid buying a previously damaged boat.

- ✔ Check for storm damage, accidents, loss, theft, registration history and more
- ✔ Don't get stuck with an unsafe boat needing costly repairs



HULL ID

Enter Hull ID or click Get Report

BOATHISTORY REPORT

Get Report

Progressive Boat Insurance

Insure your 2018 Yamaha VF200LA for just $100/year*

- ✔ **More freedom:** You're covered on all lakes, rivers, and oceans within 75 miles of the coast.
- ✔ **Savings:** We offer low rates and plenty of discounts.
- ✔ **Coverages:** We offer wreckage/fuel spill removal, on-water towing, etc.

PROGRESSIVE

Get A Quote

*Annual premium is for a basic liability policy and is not available in all states.
To find out more, please visit our **privacy policy**.

d.

Best way to sell your Boat with GoRollick

Our brokers can help you get the best price on your Boat

Get Started >

J.D. Power Boats Pricing Guide

Buy J.D. Power Marine Appraisal Guide.

Buy Now >

Haul your Boat

Need a truck to haul your boat.

Haul Your Boat >

Research another outboard motor

Go

Truck deals, pricing and values

35

Suggested List – We have included manufacturer's suggested retail pricing (MSRP) to assist in the financing, insuring and appraising of vessels. The MSRP is the manufacturer's and/or distributor's highest suggested retail price in the U.S.A. when the unit was new. The MSRP is furnished by the manufacturer and/or distributor and are assumed to be correct. Unless indicated, the MSRP does not include destination charges, dealer set-up, state or local taxes, license tags or insurance.

Low Retail Value — A low retail valued outboard engine will show wear and/or defects. It may have been stored outside in the elements, been neglected and require cosmetic and/or mechanical work. This classification of engine is not in running order or is in rough running condition. Low retail engines usually are not found on a dealer's lot. **Low Retail is not a trade-in value.**

Average Retail Value — An average retail valued outboard engine should be in good condition with no visible damage or defects. This category of engine should be in sound running order. The buyer may need to invest in either minor cosmetic or mechanical work.

Note: Vehicles/Vessels in exceptional condition can be worth a significantly higher value than the Average Retail Price shown.

Popular Reads

What Is My Boat Worth?

Ship Prefixes: Understanding SS and Other Common...

Ship Abbreviations — Common Prefixes And Their M...

Going Astern: What is the Stern of a Boat and Why ...

10 Great Boats Under $20,000

How Much Does A Boat Weigh?

How Old Do You Have To Be To Drive A Jet Ski?

Mastering Mold: How to Remove Mildew Stains Fro...

What Is A Transom On A Boat?

How Much Is A Pontoon Boat?

How To Reupholster Boat Seats

Used Jet Ski Buying Checklist

How Much Does A Pontoon Boat Weigh?

How Much is a Used Jet Ski? Everything You Need t...

Eye-Opening Facts About the Cost of Boat Gas

Cigar Boat vs. Cigarette Boat

How Much Does A Jet Ski Weigh?

How Much Does a Speed Boat Cost? A Complete Br...

6 Best Paints for Aluminum Boats: Reviews and Buy...

Boat vs. Yacht: How Do You Tell the Difference?

Popular Values

2023 Mercury SPORT MASTER CL

2003 Lay Back XXX LOCITA(*)

2019 Trifecta Pontoons 25C SS 3.0+ PRFRMNC PKG

2019 South Bay Pontoons 523RS 9.0+ PERFORMANC...

2000 Sugar Sand TANGO 4+2(*)

Popular Makes

2024 Tracker Marine

2024 Sea Ray Boats

2024 Yamaha

2024 Bayliner Marine Corp

2023 Four Winns

2007 Sea-Doo/BRP GTI SE 155

2003 Boston Whaler Inc SPORT 150/RB(*)

2013 Majek Boatworks Inc 25+ XTREME/CC

2005 Polar/Dynasty Boats PS 2100 CC

2005 Honda AQUA TRAX F-12X

2023 Bennington Pontoons

2024 Chaparral Boats

2023 Malibu Boats

2024 Sea-Doo/BRP

1989 Sea Ray Boats

Popular Specs

2004 Sea-Doo/BRP GTX 4-TEC SUPERCHRGD LTD

2006 Yamaha WAVE RUNNER VX110 DELUXE

2016 Majek Boatworks Inc 25+ XTREME/CC

2004 Sugar Sand TANGO 4+2 SUPER SPORT(*)

2018 South Bay Pontoons 525SB 3.0+ PERFORMANC...

2006 Honda AQUA TRAX F-12X

2007 Kawasaki STX-12F

2003 Malibu Boats WAKESETTER LSV

1998 Bayliner Marine Corp 1950 CL BR (CL)(**)

1995 Polaris SL750

Popular Categories

Power Boats

Outboard Motors

Personal Watercraft

Sailboats

Real insights from real owners

Research & Shopping

Cars for Sale

EV Charging Stations Near Me

Electric Cars for Sale

Sell My Car

Used Car Values

Trade-In Values

Types of Cars

New Car Deals

Car Shopping Guides

Company

About Us
Advertise
Subscribe
Careers

Legal

Terms of Use
Privacy Policy
Your Privacy Choices

Help & Media

Business Products
Contact Us
Accessibility

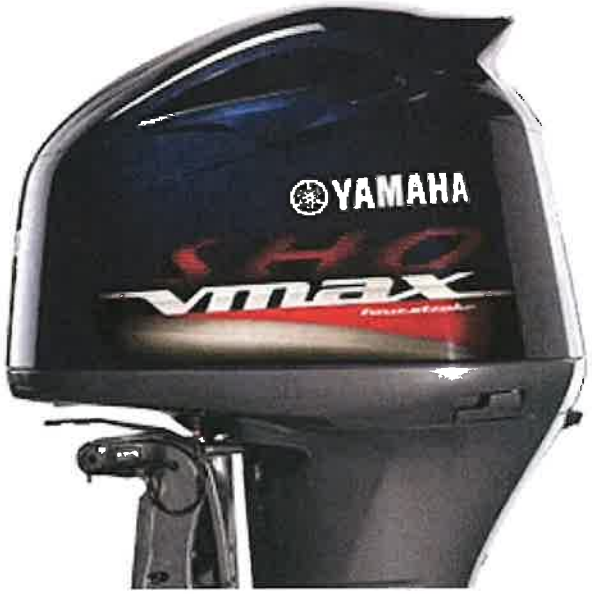
MENU

Miami Boats & Jet Skis

2018 Yamaha VF200 V MAX SHO V6 4.2L VF200LA Outboard Motor

HOME YAMAHA OUTBOARD MOTORS

Sale!



~~$10,010~~ $6,507

- 1 + ADD TO CART

SKU: bbf8550f792d

Category: Yamaha Outboard Motors

DESCRIPTION

2018 Yamaha VF200 V MAX SHO V6 4.2L VF200LA Outboard Motor

Smart engineering makes V MAX SHO four strokes lighter and more powerful than even two-stroke competitors. Just like its big brothers, the V MAX SHO® 200 hits above its weight class.

2018 Yamaha VF200 V MAX SHO V6 4.2L VF200LA Outboard Motor

Convenience & Control

- POWERFUL CHARGING: With 46 amps of total alternator power at 1000 RPM and a full 50 amps from 2,500 ~ 6,000 RPM, V MAX SHO® outboards offer the kind of charging power needed to operate today's wide array of on-board electronic devices.
- V MAX SHO® SERIES PROPELLERS: Designed exclusively for V MAX SHO® V6 20-inch-shaft outboards, V MAX SHO Series propellers are available in one-inch pitch increments from 22 to 27 inches, for fine-tuning wide-open-throttle RPM for tournament-level performance.
- REAL-TIME PERFORMANCE DATA: Optional Command Link® gauges provide real-time outboard performance, boat systems and environmental data at your fingertips. Streamlined displays are designed to withstand the elements and are available in square or round style for single- or multi-engine applications.

Power & Performance

- COMPACT & POWERFUL POWERHEAD: Plasma-fused sleeveless cylinders are lighter and 60 percent harder than steel. They also allow us to enlarge cylinder bores without increasing their dimensions – which creates 4.2 liters of big-bore displacement, without adding weight.

d.

- LIGHTWEIGHT: With a re-engineered cowling, engine bracket and lower engine pan, 20-inch-shaft models are a full 34 pounds lighter than their predecessor, the two-stroke V MAX® Series 2.
- SMART DESIGN: Yamaha's exclusive In-Bank Exhaust System exits downward through the center of the "V" rather than on the exterior side. This increases combustion efficiency, creating more power and torque, and also results in a more compact shape.
- OVERALL PERFORMANCE: This superior design–with individual intake and exhaust camshafts, larger valves than previous designs and four valves per cylinder–delivers more precise valve timing and more efficient exchange of intake and exhaust gases, for responsive power and increased fuel economy.
- RESPONSIVE THROTTLE: Midrange punch and instant throttle response created by Variable Camshaft Timing has to be felt to be believed.
- OUTSTANDING FUEL ECONOMY: Micro-textured cylinder walls increase breathing efficiency while Precision Multi-Point Fuel Injection ensures the precise amount of air and fuel necessary for optimum power and fuel efficiency. Together, they make the 4.2 liter big-bore V MAX SHO® four stroke up to 12% better fuel efficient than our two-stroke V MAX® Series 2.

Reliability & Durability

- CLEANER FUEL: A large, on-engine water separating fuel filter with a water sensor works in conjunction with Yamaha's 10-Micron Water Separating Fuel Filter to separate water and contaminants from the fuel before they can reach the outboard's other filters and fuel injectors.
- CORROSION PROTECTION: Combined with our proprietary alloy (YDC-30), our exclusive Phaze Five™ electro-deposited, anti-corrosive paint system provides a tough, five-layer barrier against corrosion. This protection is standard on all Yamaha V MAX SHO® four-stroke engines.
- LESS MOVING PARTS: A single timing belt uses fewer moving parts for long term reliability. Automatic belt tensioners keep proper belt tension, avoiding adjustments for added convenience.
- PROTECTION AND POWER: V MAX SHO® outboards have an exhaust pressure reduction system, which not only helps keep the propeller hub cooled from hot
  st gases, but also helps provide power by transitioning those gases out of the
  e during the critical hole shot and acceleration phases.

41

- SMOOTH AND QUIET: A labyrinth exhaust routes gases through a maze before they exit above the water line through an idle exhaust relief outlet. This, combined with a muffler-less design, results in unbelievably smooth and quiet operation, with a pleasing sound of power at idle.

d.

2018 Yamaha VF200 V MAX SHO V6 4.2L VF200LA Outboard Motor

General Information

Manufacturer
Yamaha
Model Year
2018
Model
VF200 V MAX SHO V6 4.2L
Model Code
VF200LA
Color
Black / Grey

Electrical

Alternator Output
50 amp

Engine

Engine Type
V6
Ignition
TCI Microcomputer
Exhaust
Through propeller

Measurements

Power
225 Horsepower
Displacement
4,[illegible]ic Centimeter
Bo[illegible]troke
96 x 96 mm (3.78 x 3.78 in.)

d.

Shaft Length

20"

Dry Weight

505 lbs

Operational

Steering

Remote mechanical controls

Fuel Type

Unleaded

Use

Fresh and Salt Water

Full Throttle RPM Range

5,000 – 6,000 rpm

Fuel Induction

EFI

Lubrication

Wet sump

Recommended oil – Yamalube® 4M

Oil capacity with filter – 6.7 l

Oil capacity without filter – 6.4 l

Cooling

Thermostatic control

Gear Ratio

1.75:1

Gear Shift

Forward, neutral, reverse

Trim System

Power trim and tilt

-4° through +16°

Degree of tilt – 66°

Other

Warranty

3 Year Pleasure, 3 Year Government, 1 Year Commercial

2018 Yamaha VF200 V MAX SHO V6 4.2L VF200LA Outboard Motor

1 X Outboard Motor

1 X Outboard Tiller Handle

1 X Fuel Tank

1 X Quick Connect Fuel Line tilt switch

1 x Teleflex SL3 Throttle control Top or side Mount ? + Free Installation Universal Cables

1 X Outboard Warranty Card from manufacturer Valid 5 Years Depending on outboard type

1 X Standart Aluminum Propeller Depending on outboard Brands , type & Horse power.

1 X Trim limiter

3 X Gall Free Oil Depending on outboard Brands Yamalube, Honda Marine Oil, Mercury Premium Oil

1 X Stainless Outboard Anti-Theft

1 X Book Owner's Manual Guide from manufacturer

1 X Ebook Installation Guide & And how to take care of the engine properly.

3 X Cable Protection System Length 800mm

Customer Reviews

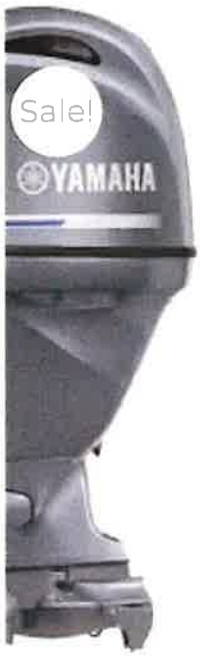
☆☆☆☆☆

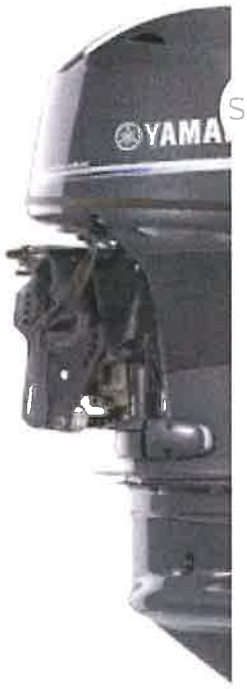
Be the first to write a review

Write a review

d.

RELATED PRODUCTS





S YAMAHA OUTBOARD MOTORS YAMAHA OUTBOARD MOTORS YAMAHA OUTBOARD MOTORS YAMAHA OUTBOARD MOTOR

2009 Yamaha 60hp F30LB 2019 Yamaha 75hp F75LB 2019 Yamaha 70hp F70LA 2009 Yamaha 60hp F60

~~$2,550~~ **$1,658** ~~$4,240~~ **$2,756** ~~$3,861~~ **$2,510** ~~$3,885~~ **$2,525**

BANK TRANSFER FACTURE INVOICE

2018 YAMAHA VF200 V MAX SHO V6 4.2L VF200LA OUTBOARD MOTOR

$8,999.00

1 Add to cart

Category: Yamaha Outboard Motors

Description

Reviews (0)

DESCRIPTION

2018 Yamaha VF200 V MAX SHO V6 4.2L VF200LA Outboard Motor

Smart engineering makes V MAX SHO four strokes lighter and more powerful than even two-stroke competitors. Just like its big brothers, the V MAX SHO® 200 hits above its weight class.

d.

2018 Yamaha VF200 V MAX SHO V6 4.2L VF200LA Outboard Motor

CONVENIENCE & CONTROL

- POWERFUL CHARGING: With 46 amps of total alternator power at 1000 RPM and a full 50 amps from 2,500 ~ 6,000 RPM, V MAX SHO® outboards offer the kind of charging power needed to operate today's wide array of on-board electronic devices.
- V MAX SHO® SERIES PROPELLERS: Designed exclusively for V MAX SHO® V6 20-inch-shaft outboards, V MAX SHO Series propellers are available in one-inch pitch increments from 22 to 27 inches, for fine-tuning wide-open-throttle RPM for tournament-level performance.
- REAL-TIME PERFORMANCE DATA: Optional Command Link® gauges provide real-time outboard performance, boat systems and environmental data at your fingertips. Streamlined displays are designed to withstand the elements and are available in square or round style for single- or multi-engine applications.

POWER & PERFORMANCE

- COMPACT & POWERFUL POWERHEAD: Plasma-fused sleeveless cylinders are lighter and 60 percent harder than steel. They also allow us to enlarge cylinder bores without increasing their dimensions – which creates 4.2 liters of big-bore displacement, without adding weight.
- LIGHTWEIGHT: With a re-engineered cowling, engine bracket and lower engine pan, 20-inch-shaft models are a full 34 pounds lighter than their predecessor, the two-stroke V MAX® Series 2.
- SMART DESIGN: Yamaha's exclusive In-Bank Exhaust System exits downward through the center of the "V" rather than on the exterior side. This increases combustion efficiency, creating more power and torque, and also results in a more compact shape.
- OVERALL PERFORMANCE: This superior design–with individual intake and exhaust camshafts, larger valves than previous designs and four valves per cylinder–delivers more precise valve timing and

d.

more efficient exchange of intake and exhaust gases, for responsive power and increased fuel economy.

- RESPONSIVE THROTTLE: Midrange punch and instant throttle response created by Variable Camshaft Timing has to be felt to be believed.
- OUTSTANDING FUEL ECONOMY: Micro-textured cylinder walls increase breathing efficiency while Precision Multi-Point Fuel Injection ensures the precise amount of air and fuel necessary for optimum power and fuel efficiency. Together, they make the 4.2 liter big-bore V MAX SHO® four stroke up to 12% better fuel efficient than our two-stroke V MAX® Series 2.

RELIABILITY & DURABILITY

- CLEANER FUEL: A large, on-engine water separating fuel filter with a water sensor works in conjunction with Yamaha's 10-Micron Water Separating Fuel Filter to separate water and contaminants from the fuel before they can reach the outboard's other filters and fuel injectors.
- CORROSION PROTECTION: Combined with our proprietary alloy (YDC-30), our exclusive Phaze Five™ electro-deposited, anti-corrosive paint system provides a tough, five-layer barrier against corrosion. This protection is standard on all Yamaha V MAX SHO® four-stroke engines.
- LESS MOVING PARTS: A single timing belt uses fewer moving parts for long term reliability. Automatic belt tensioners keep proper belt tension, avoiding adjustments for added convenience.
- PROTECTION AND POWER: V MAX SHO® outboards have an exhaust pressure reduction system, which not only helps keep the propeller hub cooled from hot exhaust gases, but also helps provide power by transitioning those gases out of the engine during the critical hole shot and acceleration phases.
- SMOOTH AND QUIET: A labyrinth exhaust routes gases through a maze before they exit above the water line through an idle exhaust relief outlet. This, combined with a muffler-less design, results in unbelievably smooth and quiet operation, with a pleasing sound of power at idle.

48

d.

2018 Yamaha VF200 V MAX SHO V6 4.2L VF200LA Outboard Motor

GENERAL INFORMATION

Manufacturer
Yamaha
Model Year
2018
Model
VF200 V MAX SHO V6 4.2L
Model Code
VF200LA
Color
Black / Grey

ELECTRICAL

Alternator Output
50 amp

ENGINE

Engine Type
V6
Ignition
TCI Microcomputer
Exhaust
Through propeller

MEASUREMENTS

Power
225 Horsepower
Displacement
4,169 Cubic Centimeter
Bore x Stroke
96 x 96 mm (3.78 x 3.78 in.)
Shaft Length
20″
Dry Weight

505 lbs

OPERATIONAL

Steering

Remote mechanical controls

Fuel Type

Unleaded

Use

Fresh and Salt Water

Full Throttle RPM Range

5,000 - 6,000 rpm

Fuel Induction

EFI

Lubrication

Wet sump

Recommended oil - Yamalube® 4M

Oil capacity with filter - 6.7 l

Oil capacity without filter - 6.4 l

Cooling

Thermostatic control

Gear Ratio

1.75:1

Gear Shift

Forward, neutral, reverse

Trim System

Power trim and tilt

-4° through +16°

Degree of tilt - 66°

OTHER

Warranty

3 Year Pleasure, 3 Year Government, 1 Year Commercial

d.

2018 Yamaha VF200 V MAX SHO V6 4.2L VF200LA Outboard Motor

1 X Outboard Motor

1 X Outboard Tiller Handle

1 X Fuel Tank

1 X Quick Connect Fuel Line tilt switch

1 x Teleflex SL3 Throttle control Top or side Mount ? + Free Installation Universal Cables

1 X Outboard Warranty Card from manufacturer Valid 5 Years Depending on outboard type

1 X Standart Aluminum Propeller Depending on outboard Brands , type & Horse power.

1 X Trim limiter

3 X Gall Free Oil Depending on outboard Brands Yamalube, Honda Marine Oil, Mercury Premium Oil

1 X Stainless Outboard Anti-Theft

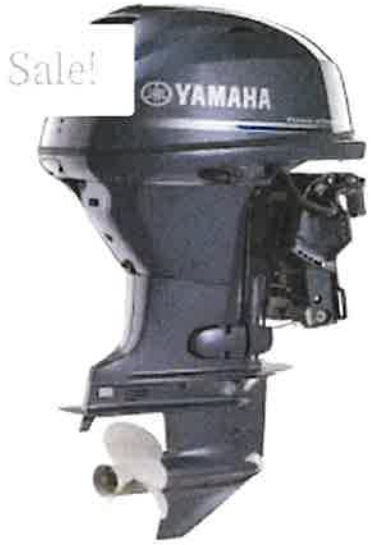
1 X Book Owner's Manual Guide from manufacturer

1 X Ebook Installation Guide & And how to take care of the engine properly.

3 X Cable Protection System Length 800mm

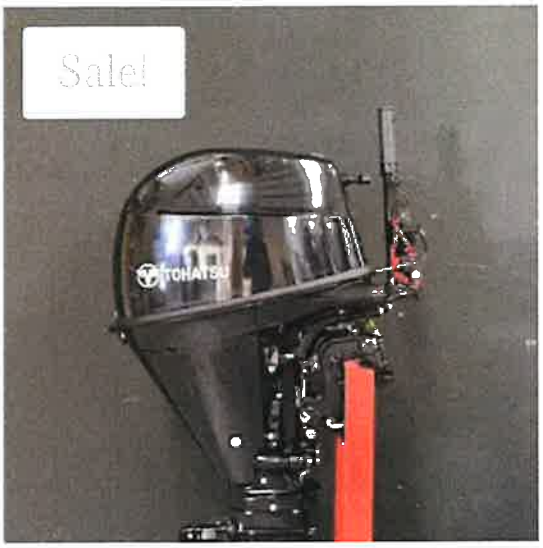
RELATED PRODUCTS

d.



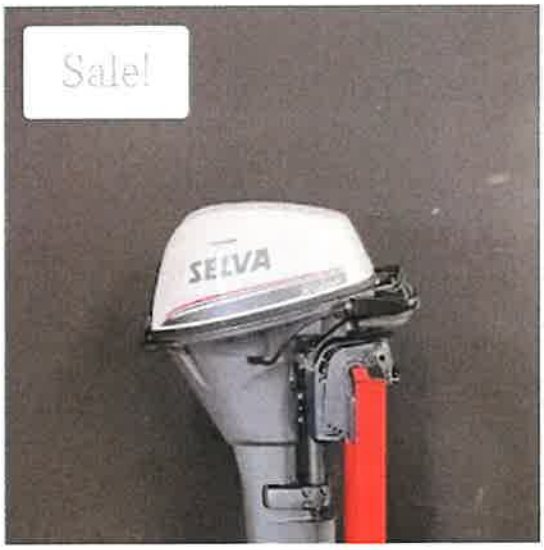
2020 YAMAHA 40 HP F40LA OUTBOARD MOTOR

~~$2,579.00~~ $2,399.00



TOHATSU 30 HP EFI

~~$5,000.00~~ $4,199.00



SELVA/YAMAHA 15 HP

~~$4,107.00~~ $3,199.00

d.

INFORMATION

HOME
SHOP
CART
CHECKOUT
MY ACCOUNT
ABOUT US
CONTACT US

CONTACT US

+1 (631) 729-1694
Info@buyoutboardmotorshq.com

17101 North Fwy, Houston, TX 77090

STORE HOURS

REGULAR HOURS:
SERVICE & PARTS, SALES
MONDAY TO SATURDAY
9:00AM TO 5:00PM
SUNDAYS ARE OPEN FOR SALES BY APPOINTMENT ONLY

CITY OF BELLE ISLE, FLORIDA
CITY COUNCIL AGENDA ITEM COVER SHEET

Meeting Date: June 18, 2024

To: Honorable Mayor and City Council Members

From: Yolanda Quiceno, City Clerk

Subject: Declaration of Surplus Property

Background: Following Section 2-221 of the BIMC, the city council shall have the discretion to classify as surplus any of the city's obsolete property or the continued use of which is uneconomical or inefficient or which serves no useful function. Any such determination of the council that such property is surplus shall also estimate the value of such property.

Under Section 2-223 of the BIMC, if the council has estimated property that it has determined to be surplus to be of some commercial value, but such value does not exceed $100.00, the city manager shall dispose of such property in any reasonable manner which the city manager, in the city manager's sole discretion, determines will bring the greatest price.

The equipment is five Desk Monitors (2-Dell-17”, 1-Acer, 1-Vision and 1-AOC-24”).

Staff Recommendation: Declare the monitors as surplus and dispose of according to BIMC or the Russell Home.

Suggested Motion: **I move we declare the monitors to be surplus and to direct the staff to dispose of the surplus according to the BIMC.**

Alternatives: None

Fiscal Impact: $100 or less for each item

Attachments: NA

a.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 24-20604-CIV-DAMIAN

ELIZABETH A. LOPER, *et al.*,

Plaintiffs,

vs.

ASHLEY LUKIS, *et al.*,

Defendants.
_____/

ORDER ON PLAINTIFFS' EXPEDITED
MOTION FOR PRELIMINARY INJUNCTION [ECF NO. 10]

THIS CAUSE is before the Court on Plaintiffs' Expedited Motion for Preliminary Injunction and Incorporated Memorandum of Law, filed March 22, 2024 [ECF No. 10 (the "Motion" or "Motion for Preliminary Injunction")].

THE COURT has reviewed the Motion, the Response and Reply thereto [ECF Nos. 16, 18], the supplemental briefs [ECF Nos. 34, 35], the pertinent portions of the record, and the relevant legal authorities and is otherwise fully advised in the premises. The Court also heard from the parties' counsel at an evidentiary hearing held on April 22, 2024. [ECF No. 27].

Plaintiffs seek a preliminary injunction enjoining enforcement of Florida's Senate Bill 774 ("SB 774") on grounds the law impermissibly compels content-based, non-commercial speech in violation of the First Amendment of the United States Constitution. After conducting a hearing and careful review of the record, and for the reasons set forth below, the Court concludes that entry of a preliminary injunction is warranted.

FACTUAL BACKGROUND[1]

A. Financial Disclosure in Florida and Enactment of SB 774

In 1976, the Florida Constitution was amended to require certain public officials and candidates to file full and public disclosures of their financial interests. *See* Art. II, § 8, Fla. Const.; § 112.3144, Fla. Stat. The 1976 Amendment, titled the "Sunshine Amendment," states: "[P]ublic office is a public trust. The people shall have the right to secure and sustain that trust against abuse." Art. II, § 8, Fla. Const. The Sunshine Amendment mandates that "[a]ll elected constitutional officers and candidates for such offices and, as may be determined by law, other public officers, candidates, and employees shall file full and public disclosure of their financial interests." *Id.* at § 8(a).

Since the 1970s, the Florida Commission on Ethics (hereinafter, the "COE") has required certain public officials to file the form known as "Form 6" to satisfy the disclosure requirements of the Sunshine Amendment. *See* § 112.3144(8) ("Forms or fields of information for compliance with the full and public disclosure requirements of [Section 8, Article II] of the State Constitution must be prescribed by the [COE]."). Form 6, which must be filed annually, requires these certain elected public officials and candidates to state: (1) their net worth; (2) the amount of the aggregate value of household goods and personal effect(s); (3) descriptions and amount of assets and liabilities over $1,000; and (4) every source of income,

[1] The parties' filed a Joint Witness and Exhibit List and Stipulations of Fact [ECF No. 19] and Supplemental Stipulations of Fact [ECF No. 25]. The parties, however, conventionally filed the exhibits for the Court's consideration at the evidentiary hearing on April 22, 2024. *See* ECF No. 27. Therefore, citations to the conventionally filed exhibits are referenced herein as "Ex. __ at [page number]" (*e.g.*, Ex. J1 at 2). Where possible, the Court also cites materials readily available to the public.

including name and address of the source, in excess of $1,000. *See generally* Ex. J2; *see also* Fla. Admin. Code R. 34-8.002 (2024).

Prior to January 1, 2024, the Form 6 requirement did not apply to elected municipal officials or candidates for municipal office. *See* § 112.3145, Fla. Stat. (2022). Instead, municipal officials and candidates were required to comply with the disclosure requirements of Form 1, which is less comprehensive than Form 6. Form 1 requires these individuals to disclose: (1) major sources but not amounts of income over $2,500; (2) intangible personal property valued over $10,000 and real property; and (3) liabilities over $10,000. *See generally* Ex. J1; *see also* Fla. Admin. Code R. 34-8.202 (2023).

During its 2023 session, the Florida Legislature passed, and the Governor later signed into law, SB 774, which amended Sections 112.3144 and 112.3145, Florida Statutes. *See* Ch. 2023-49, Laws of Fla. As of January 1, 2024, SB 774 applies to mayors and other elected members of the governing bodies of municipalities. § 112.3144(1)(d), Fla. Stat. (2023). The law requires that these municipal officials file Form 6 by July 1, 2024. §112.3145(2)(b), Fla. Stat. (2023). Any official who fails to comply with this requirement will be subject, after a 60-day grace period, to fines of $25 a day up to $1,500. § 112.3144(8)(f), Fla. Stat. (2023). After an investigation and public hearing, the noncompliant official could be subject to a civil penalty of up to $20,000 and, among other things, a recommendation of removal from office. *See* §§ 112.317, 112.324(4), Fla. Stat. (2023).

Plaintiffs challenge SB 774 on the grounds the requirement that they now complete the Form 6 financial disclosures is government-compelled content-based speech that infringes on their rights to free speech under the First Amendment of the United States Constitution.

Analysis of Plaintiffs' First Amendment challenge requires a review of the legislative record leading to the enactment of the law.

B. The Legislative Record.

1. Senate Committee Staff Analyses.

Prior to its passage, SB 774 was considered and reviewed by two Florida Senate Standing Committees: the Committee on Ethics and Elections and the Committee on Rules. Both Committees prepared staff analysis reports (the "Analyses" or "Committee Analyses"). *See generally* Exs. J10(c), J11(b).[2] The Analyses from the two Committees are substantively the same. The Committees' Analyses summarize the history of the COE and the Code of Ethics for Public Officers and Employees, and both explain the effects of the proposed changes in implementing SB 774. However, neither Committee Analysis explains the reasoning behind nor justification for the change to the requirement that municipal elected officials and candidates must now file Form 6, as opposed to the previously required Form 1. A review of the Committees' Analyses reveals that neither includes empirical data nor evidence suggesting that either Committee investigated, studied, or solicited reports on the need for municipal elected officials to comply with the more comprehensive requirement of Form 6. Nor does either Analysis demonstrate that the Committees considered alternative, less burdensome means that would have addressed the interests at stake or the purpose or intent of SB 774.

[2] *See also* Fla. S. Comm. on Ethics & Elections on SB 774 (2023) Post-Meeting Staff Analysis (Mar. 15, 2023), https://www.flsenate.gov/Session/Bill/2023/774/Analyses/2023s00774.rc.PDF; Fla. S. Comm. on Rules on SB 774 (2023) Post-Meeting Staff Analysis (Mar. 30, 2024), https://www.flsenate.gov/Session/Bill/2023/774/Analyses/2023s00774.rc.PDF.

2. House Committee Staff Analyses.

Meanwhile, in the Florida House of Representatives, SB 774 underwent three analyses by two Subcommittees and one Committee: the Local Administration, Federal Affairs & Special Districts Subcommittee; the Ethics, Elections & Open Government Subcommittee, and the State Affairs Committee.[3] *See generally* Exs. J12–J14. Like the Senate Committees' Analyses, the House Analyses detail the requirements SB 774 places on elected municipal officials.[4] Also like the Senate Committees' Analyses, the House Analyses are devoid of reasoning and similarly lack data or other reports underpinning the need, reasoning, or justification for the change in disclosure requirements for municipal elected officials from Form 1 to Form 6. And, like the Senate Committee Analyses, there is no indication in the House Analyses that the legislative entities considered alternative, less intrusive means that would have addressed the interests, purpose, or intent of SB 774 insofar as the change to the disclosure requirements for municipal officials is concerned.

3. COE 2022 & 2023 Annual Reports.

Both Senate Committee Analyses contain an identical footnote that cites to a 2022 Annual Report by the COE and states that "[e]nhanced financial disclosure for local elected officials" was, among others, a recommendation to the Florida Legislature. *See* Exs. J10(c) at

[3] *See also* Fla. H.R. Subcomm. on Local Administration, Federal Affairs & Special Districts for HB 37 (2023) Post-Meeting Staff Analysis (Mar. 15, 2023), https://www.flsenate.gov/Session/Bill/2023/37/Analyses/h0037b.LFS.PDF; Fla. H.R. Subcomm. on Ethics, Elections & Open Government for HB 37 (2023) Post-Meeting Staff Analysis (Apr. 11, 2023), https://www.flsenate.gov/Session/Bill/2023/37/Analyses/h0037c.SAC.PDF; Fla. H.R. Comm. on State Affairs for HB 37 (2023) Post-Meeting Staff Analysis (May 15, 2023), https://www.flsenate.gov/Session/Bill/2023/37/Analyses/h0037z1.EEG.PDF.

[4] The State Affairs Committee conducted its analysis after the bill was signed into law.

10; J11(b) at 10. Like all of the legislative Committee and Subcommittee Analyses discussed above, the 2022 Annual Report does not identify any empirical data or evidence suggesting that the COE investigated, studied, or solicited reports to justify the change to or need for the Form 6 disclosure requirements for these municipal officials, nor does it indicate whether other less intrusive means for addressing their concerns were considered. *See generally* Ex. J7; *see also* ECF No. 16-1.

The COE's 2023 Annual Report adds little, indicating only that there has been a "steady, upward trend" in the number of ethical complaints against elected officials, including municipal officials, received by the COE since 2017. *See* Ex. J24; *see also* ECF No. 16-3 at 13. It does not, however, indicate that any analysis was done that led to the conclusion that more comprehensive financial disclosures are needed or will address that trend, much less that the information required by Form 6 is necessary or relevant to the issue of the steady, upward trend in the number of ethical complaints.

4. Senate Committee On Ethics And Elections March 2023 Meeting.

During a March 14, 2023, meeting of the Senate Committee on Ethics and Elections, Senator Jason Brodeur, the bill's sponsor, stated that the bill would conform the financial disclosure requirements of municipal elected officials and candidates to the financial disclosure requirements of elected state constitutional officers. *See* Ex. J17 at 2:5–11.[5] Senator Brodeur went on to state that "in municipalities where there are five folks who decide millions of dollars in budgets[,] *it is probably better* for the public to have a full financial transparency."

[5] A video recording of the March 14, 2023, Committee proceeding is also publicly viewable. *See generally* Fla. S. Comm. on Ethics & Elections, recording of proceedings (Mar. 14, 2023, 4:00 PM), https://www.flsenate.gov/media/VideoPlayer?EventID=1_nty0d3lq-202303141600&Redirect=true (last visited May 16, 2024).

Id. at 2:13–16 (emphasis added). A Committee member then asked Senator Brodeur what prompted the change, to which Senator Brodeur responded that the more detailed financial disclosure requirement had been requested by the COE for "many years." *Id.* at 6:15–21. Senator Brodeur also reiterated that in municipalities, a few individuals make multi-million-dollar decisions and that voters, in turn, deserve to know "when there would be some kind of collusion and/or some kind of improper incentive." *Id.* at 7:17–20. When asked if he felt that Form 6's disclosure requirements could deter individuals from running, Senator Brodeur responded that "it could, but if you have somebody who's not willing to make that available, do you really want them in public office?" *Id.* at 9:23–25.

During the same meeting, Kerrie Stillman, the Executive Director of the COE, stated that, despite discussions in prior sessions of imposing a fluctuating standard on officials who should abide by Form 6, the Commission nonetheless adopted the standard for all municipal elected officials and candidates. *Id.* at 16:1–5. According to Stillman, the requirement furthers transparency, and, as Stillman explained, citizens who live in smaller communities are entitled to no less transparency than those in larger communities as neither is immune to corruption. *Id.* at 16:6–13. Stillman also pointed out that the new requirement helps avoid conflicts of interest. *Id.* at 16:14–16. Notably, a Committee member asked Ms. Stillman the purpose behind letting local officials file Form 1 over the years, and Ms. Stillman responded that she did not know the specific history behind Form 1. *Id.* at 18:6–12. The bill was voted out of the Ethics and Elections Committee and transferred to the Rules Committee. *See CS/CS/SB 774 Bill History*, https://www.flsenate.gov/Session/Bill/2023/774/?Tab=BillHistory (last visited May 20, 2024) [hereinafter, *SB 774 Bill History*].

5. Senate Rules Committee March 2023 Meeting.

On March 30, 2023, the Rules Committee held a meeting in which the bill was discussed. *See generally* Ex. J18.[6] As he did in the March 14 meeting, Senator Brodeur spoke about the requirements of SB 774 and described the differences between the Form 1 and Form 6 requirements. *Id.* at 3:2–8, 5:22–25, 6:1–10. Once more, Senator Brodeur reiterated the imbalance between the number of individuals making impactful decisions in municipal government versus the greater number of individuals involved in making those decisions at the state level. *Id.* at 6:12–25, 7:1. A Committee member asked if Senator Brodeur would consider amending the bill to exempt officials from towns with populations under certain amounts. *Id.* at 8:10–13, 20–21. Senator Brodeur responded that he would not, underscoring the need for transparency at any level of state and local governance. *Id.* at 8:23–25, 9:1–3. Ms. Stillman also appeared at the meeting and again emphasized that the bill would further public transparency, increase public trust in government, and help identify potential conflicts of interest. *Id.* at 15:13–19. The bill was voted out of the Rules Committee. *See SB 774 Bill History*.

6. Senate Floor Debate In April 2023.

During the Senate floor debate held on April 11, 2023, a Senator expressed concern that the bill would have a chilling effect on people running for local office. Ex. J19(a) at 7:1–10. Senator Brodeur pointed out that the Form 6 disclosure requirements had already been in place for a number of state officials and at varying levels of government and that despite the disclosure requirement, individuals still ran for local office. *Id.* at 7:23–25, 8:1–6. There was

[6] *See also* Fla. S. Comm. on Rules, recording of proceedings (Mar. 30, 2023, 8:30 AM), https://www.flsenate.gov/media/VideoPlayer?EventID=1_nty0d3lq-202303300830&Redirect=true (last visited May 19, 2024).

further debate on SB 774 the next day. This time, a different Senator remarked about the bill's potentially chilling effect, and Senator Brodeur responded that the COE had been working on the measure for a long time and again opined that the law would not discourage people from running. Ex. J19(b) at 2:17–25, 3:10–15.[7] He did not offer any empirical data or studies to support his opinion. SB 774 passed in the Florida Senate by a vote of 35 to 5. *See SB 774 Bill History*.

7. House of Representatives Floor Debate in April 2023.

The bill proceeded to the Florida House of Representatives, which held its first reading of the bill on April 20, 2023, without discussion. *See id.* Although the bill's House sponsor recognized during the bill's second reading on April 25, 2023, that the requirements of Form 6 may be "too intrusive," he went on to state that the "bill simply seeks to have the local elected official do the Form 6 the same as we do." Ex. J20 at 7:1–8.[8] SB 774 moved on to a third reading in the House on April 26, 2023. *See SB 774 Bill History*. It passed in the House by a vote of 113 to 2. *Id.*

8. The Enactment Of SB 774.

On May 11, 2023, the Governor signed SB 774 into law. [ECF No. 19 at 4]. Between the enactment of SB 774 and its effective date of January 1, 2024, approximately 125 municipal elected officials resigned. *Id.* at 5. As it presently stands, municipal elected officials

[7] *See also* Fla. S. Floor Debate (April 12, 2023, 3:00 PM), https://www.flsenate.gov/media/VideoPlayer?EventID=1_nty0d3lq-202304121500&Redirect=true (last visited May 19, 2024).

[8] *See also* Fla. H. Floor Debate (April 25, 2023, 10:00 AM), https://www.myfloridahouse.gov/VideoPlayer.aspx?eventID=8900 (last visited May 19, 2024).

and candidates must comply with SB 774 by submitting Form 6 by July 1, 2024. § 112.3145(2)(b), Fla. Stat. (2023). They will be subject to penalties sixty (60) days later if they fail to comply. *See* § 112.3144(8)(f), Fla. Stat. (2023).

PROCEDURAL HISTORY

A. The Complaint.

On February 15, 2024, Plaintiffs, then consisting of more than 150 elected officials of municipalities existing under the laws of the State of Florida, filed a Complaint against Defendants, members of the COE charged with implementing and enforcing Florida's financial disclosure laws. *See generally* ECF No. 1 ("Complaint"). The Complaint asserts a single claim for violation of 42 U.S.C. § 1983 on grounds SB 774 compels content-based, non-commercial speech in violation of the First Amendment of the United States Constitution. *See generally id.*

Plaintiffs filed a First Amended Complaint on March 22, 2024. [ECF No. 9]. On April 17 and May 7, 2024, Plaintiffs moved for leave to further amend the First Amended Complaint by interlineation to include additional municipal elected officials, and the Court granted the Motions on April 19 and May 13, 2024. *See* ECF Nos. 24, 26, 36, 37. Plaintiffs filed a Second Amended Complaint on May 17, 2024, which is the operative complaint. [ECF No. 38 ("Second Amended Complaint")]. Every iteration of Plaintiffs' Complaints asserts the same solitary claim; the only changes since the original Complaint have been the inclusion of additional municipal elected officials as named plaintiffs. These additions brought the total number of plaintiffs to well over 170 elected officials of municipalities as of the signing of this Order.

B. The Motion For Preliminary Injunction.

1. The Motion.

On March 22, 2024, Plaintiffs filed the Motion for Preliminary Injunction now before the Court. [ECF No. 10]. In the Motion for Preliminary Injunction, Plaintiffs assert there is a substantial likelihood of success on the merits of their claim because SB 774 compels content-based speech and is, therefore, subject to strict scrutiny review. Plaintiffs further argue the law is not narrowly tailored nor the least restrictive means to serve compelling government interests. Specifically, while acknowledging that protecting against conflicts of interest and deterring corruption are compelling government interests, Plaintiffs argue that SB 774 is not narrowly tailored to achieve these interests. Plaintiffs contend the legislative record is devoid of empirical examples, expert studies, or analyses evincing that other alternative and less restrictive means were seriously considered. *See generally* Mot. at 14–19. Plaintiffs thus allege SB 774 violates the First Amendment and causes irreparable injury. *See* Mot. at 19.

Citing *Otto v. City of Boca Raton*, 981 F.3d 854, 870 (11th Cir. 2020), Plaintiffs argue that "[i]t is clear that neither the government nor the public has any legitimate interest in enforcing an unconstitutional [law]." Mot. at 19. Noting the numerous recent resignations of municipal officials since SB 774's enactment, Plaintiffs also allege there "is a strong public interest in ensuring that the continuing existence and enforcement of SB 774 not unreasonably or unnecessarily deter governmental service." Mot. at 19–20. Plaintiffs also argue the First Amendment violation is a *per se* irreparable injury. *Id.* at 19.

Finally, Plaintiffs posit they should not be required to post an injunction bond because "public interest litigation is a recognized exception to the bond requirement." Mot. at 20

(quoting *Vigue v. Shoar*, No. 3:19-CV-186-J-32JBT, 2019 WL 1993551, at *3 (M.D. Fla. May 6, 2019)).

2. Defendants' Response.

In their Response to the Motion for Preliminary Injunction, Defendants do not challenge nor disagree with whether SB 774 implicates the First Amendment. Instead, Defendants insist Plaintiffs' First Amendment challenge is not subject to strict scrutiny review but is subject to the less rigorous level of "exacting scrutiny," which requires a substantial relation between the law and the compelling government interests, as opposed to a showing that the law is the least restrictive means of addressing the compelling government interests. *See* Resp. at 3–6. Defendants then argue that Plaintiffs have not established a substantial likelihood of success because they failed to argue a lack of substantial relation between the financial disclosure requirements of Form 6 and the government interests at stake. *Id.*

Citing the 2023 Annual Report's finding that there has been a "steady, upward trend" of the number of ethical complaints, Defendants argue that a substantial relation exists between the Form 6 requirements and compelling government interests. Defendants aver that the COE recommended imposing the Form 6 requirements on municipal elected officials and candidates based on these trends as "a narrowly tailored means of deterring corruption and conflicts of interest, bolstering the public's confidence in Florida officials, and educating the public." *Id.* at 8 (citing ECF No. 16-4 ¶ 9).

Defendants also assert that Plaintiffs have failed to allege a substantial threat of irreparable injury, based on the July 1, 2024, deadline, pointing to the 60-day grace period the officials have within which to file Form 6 before penalties are imposed. Resp at 12 (citing § 112.3144(8)(c), Fla. Sta. (2023)). Defendants further contend that the issuance of a

preliminary injunction would disrupt the status *quo* because approximately 127 elected municipal officials have already filed Form 6. According to Defendants, requiring municipal officials to file the less-comprehensive Form 1 from now on would confuse the public and frustrate the compelling government interests that Form 6 is meant to address. Resp. at 12–13. Finally, Defendants disagree with Plaintiffs regarding the bond requirement and argue that a bond should be required if an injunction is ordered.

3. Plaintiffs' Reply.

In their Reply in Support of the Motion for Preliminary Injunction [ECF No. 18], Plaintiffs argue that although courts have referred to the "exacting scrutiny" standard in compelled, content-based non-commercial speech cases, the substantive analysis in even those cases nonetheless involves a strict scrutiny review. Reply at 2–3. Plaintiffs point out that Defendants do not dispute that Form 6 compels content-based, non-commercial speech and argue that regardless of which standard applies, SB 774 fails under both the strict scrutiny and exacting scrutiny analyses. According to Plaintiffs, even if the law does not have to be the *least restrictive* means to further the governmental interest at stake, the government is still obligated to consider *less intrusive* alternatives, and Defendants have failed to demonstrate *any* relationship between the identified interests of protecting against the abuse of the public trust and the change to or need for the more fulsome financial disclosure requirements mandated by SB 774. Reply at 3, 5–6.

Plaintiffs also challenge the bases proffered by Defendants in support of the need for Form 6. Specifically, Plaintiffs point to the record referred to by Defendants as the "steady, upward trend" in the number of ethics complaints and contend that the record actually reveals that, in the five years prior to SB 774's enactment, the total number of complaints has been in

the same range each year and that the number of complaints against municipal elected officials in 2022 was actually lower than in any of the previous four years. Reply 7–8. Plaintiffs also dispute Defendants' suggestion that the elected municipal officials may be more susceptible to corruption if they are wealthier, noting Defendants offer no analysis or data to support such a claim. *Id.* at 8–9. And, Plaintiffs argue that Defendants have altogether failed to demonstrate a substantial relationship between the interests at stake and the change to the heightened disclosure requirements of Form 6 *vis-a-vis* the previously required disclosure requirements of Form 1. *Id.* at 9.

Finally, Plaintiffs argue that the loss of First Amendment freedoms, even where minimal, constitutes irreparable injury and that the true "status *quo*," as argued by Defendants, is not the new law as enacted but, rather, the financial disclosure requirement applicable to municipal elected officials in the nearly fifty years prior to SB 774's enactment. Plaintiffs also assert that Defendants ignore the case law providing that the bond requirement is waived "where the injunction was imposed against the continued enforcement of an unconstitutional law." *Id.* at 10 (citing *Vigue*, 2019 WL 1993551 at *2–3).

4. The April 22, 2024, Hearing And Supplemental Briefs.

The undersigned held a hearing on April 22, 2024, to address the Motion for Preliminary Injunction and take evidence. [ECF No. 27]. Defendants did not offer any additional evidence, studies, or data at the hearing. At the conclusion of the hearing, the Court directed Defendants to file supplemental briefing regarding the specific evidence in the legislative record that Defendants purport establishes a relationship between Form 6's additional financial disclosure requirements and the compelling government interests at stake. Defendants filed that briefing on May 1, 2024 [ECF No. 34 (the "Supplemental Brief")], and

Plaintiffs filed a Response to the Supplemental Brief on May 6, 2024 [ECF No. 35 (the "Supplemental Response")].

In their Supplemental Brief, Defendants argue, for the first time, that SB 774 does not implicate the First Amendment and that heightened scrutiny of the law is not warranted. Supp. Brief at 1–2. Defendants then persist in their previous contention that if the law does raise First Amendment concerns warranting heightened scrutiny, then, at most, exacting scrutiny applies. *Id.* at 3.

Defendants now argue that the Court should consider "history, [] substantial consensus, and simple common sense" to find that the State has sufficiently shown that the law is necessary to serve compelling state interests. *Id.* at 4 (citing *Burson v. Freeman*, 504 U.S. 191, 211 (1992)). According to Defendants, a "demonstrated history of financial disclosure laws" is evidence that such laws are effective in addressing the State of Florida's interest in preventing corruption, bolstering public confidence in government, promoting voter knowledge, and positively shaping the political community. *Id.* at 4.

Notably, although the Court's directive with regard to the Supplemental Brief was for Defendants to provide studies, data, reports, or empirical evidence supporting the need for the heightened disclosure requirements of SB 774, the Supplemental Brief includes none. Apparently conceding there is no evidence in the record to support the purported need for the change from Form 1 to Form 6, Defendants point to the multiple government interests at stake and claim that because the interests underlying SB 774 are the same as those underlying the original Sunshine Amendment, the legislature did not need to "waste time" rehashing those interests in Staff Analyses, Committees, or floor debates. *Id.* at 6. Thus, Defendants contend they relied on and the Court should consider the circumstances underlying the

passage of the Sunshine Amendment as the research, studies, and empirical evidence that support their claim that SB 774 was narrowly tailored to meet the interests at stake. *Id.* at 8–9.

In their Supplemental Response, Plaintiffs point out that Defendants failed to identify evidence in the legislative record to demonstrate that SB 774 was necessary, reasonably tailored, or substantially related to the identified government interests. *See* Supp. Resp. at 2–3. Plaintiffs then argue, as before, that Defendants have failed to establish a need for the change from the Form 1 to the Form 6 disclosure requirement. *Id.* at 3–4. That is, although the identified government interests justify the disclosure requirements presently in place (Form 1), Defendants have not identified a need for additional disclosure requirements based on evidence, data, or studies. Plaintiffs also argue that the Supreme Court's determination that it may rely on history in *Burson* does not apply here. And, even if the *Burson* exception does apply, history does not support or justify the need for the imposition of the added requirements of Form 6 from municipal officials over and above the Form 1 requirements previously in place. *Id.* at 4–8. Plaintiffs otherwise contend that Defendants' restatements of the governmental interests at stake are unavailing. *Id.* at 13.

The Court has carefully considered all of the parties' memoranda, authority, and supporting evidence.

LEGAL STANDARD APPLICABLE TO PRELIMINARY INJUNCTIONS

To obtain a preliminary injunction, a party must demonstrate "(1) a substantial likelihood of success on the merits; (2) that irreparable injury will be suffered if the relief is not granted; (3) that the threatened injury outweighs the harm the relief would inflict on the non-movant; and (4) that entry of the relief would serve the public interest." *Schiavo ex. rel*

Schindler v. Schiavo, 403 F.3d 1223, 1225–26 (11th Cir. 2005) (per curiam) (citations omitted). "[T]he third and fourth factors 'merge when, as here, the [g]overnment is the opposing party.'" *Messina v. City of Fort Lauderdale, Fla.*, 546 F. Supp. 3d 1227, 1237 (S.D. Fla. 2021) (Altman, J.) (second alteration in original) (internal quotation marks omitted) (quoting *Gonzalez v. Governor of Georgia*, 978 F.3d 1266, 1271 (11th Cir. 2020)).

"A preliminary injunction is an extraordinary and drastic remedy not to be granted unless the movant clearly establishes the 'burden of persuasion' as to the four requisites." *All Care Nursing Serv., Inc. v. Bethesda Mem'l Hosp., Inc.*, 887 F.2d 1535, 1537 (11th Cir. 1989) (quoting *United States v. Jefferson County*, 720 F.2d 1511, 1519 (11th Cir.1983)). "[W]here facts are bitterly contested and credibility determinations must be made to decide whether injunctive relief should issue," district courts must hold an evidentiary hearing on the propriety of injunctive relief. *McDonald's Corp. v. Robertson*, 147 F.3d 1301, 1312 (11th Cir. 1998 (citing *All Care Nursing Serv.*, 887 F.2d at 1538). At that hearing, the court sits as factfinder. *See Four Seasons Hotels And Resorts, B.V. v. Consorcio Barr, S.A.*, 320 F.3d 1205, 1211 (11th Cir. 2003) ("Where conflicting factual information places in serious dispute issues central to a party's claims and much depends upon the accurate presentation of numerous facts, the trial court errs in not holding an evidentiary hearing to resolve these hotly contested issues." (cleaned up) (citation and quotation marks omitted)).

ANALYSIS

A. The Likelihood Of Success On The Merits.

Plaintiffs contend they are likely to succeed on the merits on the ground that SB 774's requirement that certain individuals file Form 6, as applied to Plaintiffs, is compelled, content-based, non-commercial speech in violation of the First Amendment because Defendants have

failed to show that SB 774's requirement that Plaintiffs file Form 6, as opposed to the previously required and less comprehensive Form 1, is the least restrictive means of addressing the government interests at stake. And, even if Defendants are only required to demonstrate a substantial relationship between SB 774's Form 6 requirement and the government interests, they have failed to do that as well. As set out above, Defendants now contend that the law does not implicate the First Amendment and that even if it did, Plaintiffs have not demonstrated a likelihood that they will succeed in establishing a First Amendment violation because Defendants have shown a substantial relation between the law and the government interests at stake.

In assessing whether the law likely violates the First Amendment, the Court must initially consider whether it triggers First Amendment scrutiny in the first place—*i.e.*, whether it regulates "speech" within the meaning of the Amendment at all. *See Coral Ridge Ministries Media, Inc. v. Amazon.com, Inc.*, 6 F.4th 1247, 1254 (11th Cir. 2021). In other words, the Court must determine whether the compelled disclosure of detailed financial information by candidates for elected office is First-Amendment-protected activity. If it is, then the Court must proceed to determine what level of scrutiny applies and whether the law's provisions survive that scrutiny. *See Fort Lauderdale Food Not Bombs v. City of Fort Lauderdale* ("*FLFNB II*"), 11 F.4th 1266, 1291 (11th Cir. 2021).

1. Whether SB 774 Implicates The First Amendment.

The First Amendment to the United States Constitution, applicable to the states through the Fourteenth Amendment, prescribes that "Congress shall make no law . . . abridging the freedom of speech." U.S. Const. amend. I. One of the most basic principles of the freedom of speech is that "[t]he Free Speech Clause of the First Amendment constrains

governmental actors and protects private actors." *NetChoice, LLC v. Att'y Gen., Fla.*, 34 F.4th 1196, 1203 (11th Cir. 2022)[9] (quoting *Manhattan Cmty. Access Corp. v. Halleck*, 587 U.S. 802, 804 (2019)). It is well established that this protection "includes both the right to speak freely and the right to refrain from speaking at all." *McClendon v. Long*, 22 F.4th 1330, 1336 (11th Cir. 2022) (quoting *Wooley v. Maynard*, 430 U.S. 705, 714 (1977)). Thus, a statute compelling speech, as with a statute forbidding speech, falls within the purview of the First Amendment. *See Wooley*, 430 U.S. at 714 ("The right to speak and the right to refrain from speaking are complementary components of the broader concept of 'individual freedom of mind.'"); *see also VoteAmerica v. Raffensperger*, 609 F. Supp. 3d 1341, 1359 (N.D. Ga. 2022) (observing that "courts focus[] in part on the fact that the compelled messages altered the content of the plaintiffs' speech and forced them to convey a message that they would not otherwise communicate").

The Supreme Court has held that the creation and dissemination of information are speech within the meaning of the First Amendment. *See Sorrell v. IMS Health Inc.*, 564 U.S. 552, 570 (2011) ("[I]f the acts of 'disclosing' and 'publishing' information do not constitute speech, it is hard to imagine what does fall within that category, as distinct from the category of expressive conduct" (citing *Bartnicki v. Vopper,* 532 U.S. 514, 527 (2001))); *see also Rubin v. Coors Brewing Co.,* 514 U.S. 476, 481 (1995) ("information on beer labels" is speech); *Dun & Bradstreet, Inc. v. Greenmoss Builders, Inc.,* 472 U.S. 749, 759 (1985) (credit report is "speech"). As the *Sorrell* Court explained, "Facts, after all, are the beginning point for much of the speech

[9] *Cert. granted in part sub nom. Moody v. NetChoice, LLC*, 144 S. Ct. 478 (2023), and *cert. denied sub nom. NetChoice, LLC v. Moody*, 144 S. Ct. 69 (2023).

that is most essential to advance human knowledge and to conduct human affairs." 564 U.S. at 570.

Although they originally agreed that the challenged law is subject to First Amendment scrutiny, in their Supplemental Brief, Defendants contend that there is no legal authority supporting Plaintiffs' claim that SB 774 implicates the First Amendment. Supp. Brief at 1. Defendants' new contention is not well taken for several reasons. First, they likely waived that argument by failing to raise it in their initial Memorandum and then failing to seek leave of Court to inject it into the Supplemental Brief.[10] Second, by asserting this new theory, Defendants are directly contradicting their own positions, arguments, and authority relied on in their Response to the Motion for Preliminary Injunction, in which they argue that Plaintiffs' claims are subject to exacting scrutiny review because they are challenging disclosures under the First Amendment and never once suggest the challenged law does not fall within the First Amendment. *See generally* Response. Third, they, at best, ignore Plaintiffs' Motion (and, at worst, misrepresent what it says) when stating that Plaintiffs offer no authority for the claim that the compelled disclosure of financial information at issue here implicates First Amendment scrutiny. Plaintiffs' Motion cites ample authority to support that view. It is Defendants who rely on no authority in support of the contrary view, save for a 1978 decision from the former Fifth Circuit that does not address the question of whether compelled disclosure of information is subject to First Amendment protection and that predates a long line of Supreme Court and Eleventh Circuit precedent holding that it does. *See, e.g.*, Supp. Brief at 2–3 (citing *Plante v. Gonzalez*, 575 F.2d 1119 (5th Cir. 1978)).

[10] *See In re Egidi*, 571 F.3d 1156, 1163 (11th Cir. 2009) ("Arguments not properly presented in a party's initial brief or raised for the first time in the reply brief are deemed waived.").

In any event, based on the authority set forth above, this Court finds that where, as here, a law compels disclosure of financial information the speakers would not otherwise have disclosed, the law burdens speech and does fall within the purview of the First Amendment. Thus, the Court next considers what level of scrutiny applies.

2. Whether Strict Scrutiny Or Exacting Scrutiny Applies.

The level of scrutiny the Court must impose in evaluating the constitutionality of a law that compels speech typically depends on whether the law is content-based or content neutral. "[A] content-neutral regulation of expressive conduct is subject to intermediate scrutiny, while a regulation based on the content of the expression must withstand the additional rigors of strict scrutiny." *NetChoice*, 34 F.4th at 1223 (quoting *FLFNB II*, 11 F.4th at 1291; and citing *Turner Broad. Sys., Inc. v. F.C.C.*, 512 U.S. 622, 643–44, 662 (1994)).

To determine whether a law is content-based, courts consider whether the law "suppress[es], disadvantage[s], or impose[s] differential burdens upon speech because of its content," *Turner*, 512 U.S. at 642—*i.e.*, if it "applies to particular speech because of the topic discussed or the idea or message expressed," *Reed v. Town of Gilbert*, 576 U.S. 155, 163 (2015). A law can be content-based either because it draws "facial distinctions . . . defining regulated speech by particular subject matter" or because, though facially neutral, it "cannot be justified without reference to the content of the regulated speech." *Id.* at 163–64 (internal quotation marks omitted) (quoting *Ward v. Rock Against Racism*, 491 U.S. 781, 791 (1989)). In *Riley v. Nat'l Federation of the Blind*, 487 U.S. 781, 795 (1988), the Supreme Court held, "Mandating speech that a speaker would not otherwise make necessarily alters the content of the speech. We therefore consider the [disclosure requirement] as a content-based regulation of speech."

Importantly, "[l]aws that are *content neutral* are . . . subject to lesser scrutiny" than strict scrutiny. *Reed*, 576 U.S. at 172.

As in *Riley*, the Court finds that SB 774, which mandates speech (the disclosure of information) the speakers would not otherwise make, alters the content of their speech and is, therefore, a content-based government regulation of speech subject to higher scrutiny than content-neutral speech.

Content-based compelled speech regulations are, ordinarily, subject to a standard of scrutiny more demanding than rational basis and intermediate scrutiny. As Defendants point out, there is a substantial body of Supreme Court precedent dictating that disclaimer and disclosure requirements are subject to exacting scrutiny. Notably, a review of cases applying the strict scrutiny and exacting scrutiny standards reveals that a content-based regulation compelling speech that fails to pass constitutional muster under exacting scrutiny necessarily fails strict scrutiny. *See, e.g.*, *Americans for Prosperity Found. v. Bonta*, 594 U.S. 595, 622 (2021) (Alito and Gorsuch, J. concurring). Because the parties dispute the applicable level of scrutiny, the Court briefly discusses the two levels of scrutiny at issue below.

Strict scrutiny, which has historically been applied to the analysis of laws compelling content-based speech, "requires the Government to prove that the [regulation] furthers a compelling interest and is narrowly tailored to achieve that interest." *Reed*, 576 U.S. at 171. However, as noted above, the Supreme Court has enunciated a different standard in cases involving compelled disclosures of information. For example, in *Citizens United v. Federal Election Commission*, 558 U.S. 310, 366–67 (2010), the Supreme Court expressed that disclaimer and disclosure requirements should be subject to exacting scrutiny, "which requires a 'substantial relation' between the disclosure requirement and a 'sufficiently

important' governmental interest." (quoting *Buckley v. Valeo*, 424 U.S. 1, 64, 66 (1976)). In *Janus v. American Federation of State, County, & Municipal Employees, Council 31*, 585 U.S. 878, 894 (2018), the Court applied the exacting scrutiny standard in the context of compelled subsidization of private speech. As the Court explained, "Under 'exacting' scrutiny, . . . a compelled subsidy must 'serve a compelling state interest that cannot be achieved through'" significantly less restrictive means. *Id.* at 894 (quoting *Knox v. Serv. Emps. Int'l Union, Loc. 1000*, 567 U.S. 298, 310 (2012)). In doing so, the Court pointed out that this standard is "a less demanding test than the 'strict' scrutiny." *Id.* More recently, however, the Court recognized in *Americans for Prosperity Foundation v. Bonta*, that "while exacting scrutiny does not require that disclosure regimes be the least restrictive means of achieving their ends, it *does* require that they be narrowly tailored to the government's asserted interest." 594 U.S. at 608 (emphasis added).

While there does not appear to be any binding precedent dictating the correct standard to apply in the specific circumstances presented in this case, the undersigned finds that the circumstances presented here fall within the body of cases in which the Supreme Court has consistently applied the exacting scrutiny standard—that is, cases involving the compelled disclosure of information. Nevertheless, because the Court finds that the law at issue here satisfies neither standard, this Court need not decide which one applies. The exacting scrutiny test is the less burdensome of the tests, and, as Justices Alito and Gorsuch observed in their concurring opinion in *Bonta*, if the law fails to pass muster under the exacting scrutiny test, it necessarily fails under strict scrutiny. *Id.* at 622. Therefore, this Court will apply exacting scrutiny to the analysis of SB 774.

Importantly, to satisfy exacting scrutiny, the government must "demonstrate its need . . . in light of any less intrusive alternatives" and is not "free to enforce any disclosure regime that furthers its interests." *Id.* at 613. Further, "the Supreme Court has held that a governmental entity bears the evidentiary burden of demonstrating that it 'seriously undertook to address the problem with less intrusive tools readily available to it.'" *Messina*, 546 F. Supp. at 1251 (quoting *McCullen v. Coakley*, 573 U.S. 464, 494 (2014)). In other words, the government cannot demonstrate it seriously undertook to address the compelling interest by way of less intrusive means without first *considering* those less intrusive means. The government can satisfy this burden by pointing to the legislative record where it undertook the consideration of less intrusive means—*i.e.*, by pointing to evidence that "it investigated, studied, or even solicited reports on the issue." *Messina*, 546 F. Supp. 3d at 1251.

Applying the exacting scrutiny standard, this Court thus considers whether SB 774 is substantially related to a compelling state interest, which, as discussed above, requires the State to demonstrate that it considered whether there were less intrusive means available to achieve those state interests.

3. Whether Plaintiffs Have Demonstrated A Substantial Likelihood of Success On The Merits Of Their Claim That SB 774 Fails Exacting Scrutiny.

The Court now turns to the question of whether Plaintiffs have clearly established a substantial likelihood of success on their claim that SB 774 does not survive exacting scrutiny.

a. Compelling Government Interests.

Initially, the Court notes that, as discussed above, the parties agree that SB 774's goals of deterring corruption, increasing transparency and public trust in government, and avoiding conflicts of interest all constitute compelling state interests. The Court agrees that these interests constitute compelling interests, and, in fact, these interests justified the need for the

Sunshine Amendment nearly fifty years ago. While these interests remain no less compelling now, it is not clear from the record before the Court that these interests compel a change to increased disclosure requirements for Plaintiffs. In any event, this Court is satisfied that compelling government interests are at stake.

b. Consideration Of Less Intrusive Alternatives To Address The Government Interests At Stake.

The next part of the exacting scrutiny inquiry is the determination of whether Defendants have demonstrated that they seriously undertook to address the compelling government interests advanced by SB 774's Form 6 disclosure requirement by less intrusive means. Phrased differently, the Court considers whether Defendants have justified the need for SB 774's new, more comprehensive Form 6 disclosure requirements for municipal elected officials and candidates and have even considered whether the use of the less intrusive Form 1 requirement previously in place (or any other less burdensome requirement) is inadequate. To prevail here, Defendants need to point to where in the legislative record it is evident that the State seriously undertook consideration of less intrusive alternatives. *See Sable Commc'ns of California, Inc. v. F.C.C.*, 492 U.S. 115, 129 (1989) (the legislative record must include sufficient findings to justify the court's conclusion that there are no acceptable less restrictive means to achieve the compelling government interests at stake). After a thorough and careful consideration of the record, this Court concludes that Defendants have failed to establish that the State seriously undertook the consideration of less intrusive means to address the identified interests.

Defendants have not demonstrated the need for SB 774's heightened disclosure requirements for municipal elected officials and candidates by showing, for example, that the disclosure requirements previously in place (Form 1) were not adequate. This conclusion is

borne out by the absence of any evidence, data, or studies in the legislative record indicating that Form 1's disclosure requirements were inadequate to address the compelling interests at stake here (deterring corruption and conflicts of interest, bolstering public confidence in state government, and educating the public). At the April 22 evidentiary hearing, the Court expressly directed Defendants to supplement the Court record with evidence that the State considered other means to address the identified issues. In their Supplemental Brief, Defendants provide no such evidence.

So too, this Court's review of the various Committee meeting notes and Analyses and transcripts of hearings and debates in the Florida Senate and House of Representatives revealed none. The Analyses, while detailed and thorough, lack any evidence of a justification or reason for the change from Form 1 to Form 6 and lack any evidence that a less intrusive alternative was seriously considered. To the contrary, it is not at all clear from the legislative record that anyone had determined that Form 1 was not adequately addressing the State interests or, if it was not, that anyone gave any serious consideration to whether a less intrusive alternative to Form 6 might address the State's concerns.

The legislative record reveals that the justifications behind SB 774's enactment are that it conforms the financial disclosure requirements of municipal elected officials and candidates to the disclosure requirements of elected state constitutional officers and that the more rigorous disclosure requirements have been requested by the COE for "many years." Ex. J17 at 2:5–11, 6:15–21; *see also* Ex. J19(b) at 2:17–25, 3:10–15. What it does not show is that the law was necessary or substantially related to the interests at stake. And, although raised, less intrusive alternatives were summarily, and without explanation, shot down in favor of SB 774's brightline standard for *all* municipal elected officials and candidates. *See* Ex. J17 at 16:1–

5; Ex. J18 at 8:10–13, 20–21, 8:23–25, 9:1–3. As Plaintiffs correctly point out, the COE's Annual Reports are also devoid of empirical data or evidence suggesting that the COE investigated, studied, or solicited reports regarding the need for the Form 6 disclosure requirements for these municipal officials. Even if it were true that complaints against public officials are on the rise, this does not serve as evidence that SB 774's comprehensive disclosure requirements are substantially related to those complaints or that a less burdensome measure could not be used to address these concerns.

Thus, this Court is not satisfied that Defendants have identified any part of the record that demonstrates that they seriously undertook to address the compelling government interests advanced by SB 774's Form 6 disclosure requirement by less intrusive means.

c. History, Substantial Consensus, and Common Sense.

Defendants rely on the *Burson* opinion for the proposition that "history, [] substantial consensus, and simple common sense," 504 U.S. at 211, sufficiently demonstrate that SB 774 is necessary to serve legitimate and substantial state interests. Defendants' reliance on *Burson* is misplaced. The issue before this Court is not whether the State of Florida is justified in requiring public officials to comply with financial disclosure requirements. Plaintiffs do not dispute that it is. Indeed, history, substantial consensus, and common sense all dictate that financial disclosure requirements for public officials are justified and necessary. Florida's Sunshine Amendment has been in place since 1976, and Plaintiffs are not suggesting that the law is not warranted or justified. This Court finds, therefore, that *Burson* does not excuse the State from justifying the changes put in place by SB 774.

Instead, the issue now before this Court is whether the change effected by SB 774, requiring municipal officials to file Form 6 after more than forty years of filing Form 1, is

substantially related to the compelling interests identified by the State. The record before this Court does not demonstrate that any change to the disclosure requirements for municipal officials is necessary at all, much less that the highly intrusive level of change effected by SB 774 was necessary when less alternative means were not even considered. *See Bonta*, 594 U.S. at 609 (quoting *Shelton v. Tucker*, 364 U.S. 479, 488 (1960)). As stated above, Defendants have not demonstrated a relationship between the interest of protecting against the abuse of the public trust and SB 774's fulsome financial disclosure requirements, and history does not support or justify the need for requiring municipal elected officials and candidates to comply with the Form 6 requirements when Form 1, a less intrusive method, is available and has not been shown to be ineffective or inadequate.

Accordingly, for the reasons stated above, the undersigned finds that Plaintiffs have demonstrated a reasonable likelihood that they will succeed on the merits of their claim.

B. Whether Plaintiffs Will Suffer Irreparable Harm.

Defendants contend that Plaintiffs fail to demonstrate a substantial threat of irreparable injury because SB 774 provides for a 60-day grace period to file Form 6 before penalties are imposed. In so arguing, Defendants ignore precedent, cited by Plaintiffs, holding that "[t]he loss of First Amendment freedoms, for even minimal periods of time, unquestionably constitutes irreparable injury." *KH Outdoor, LLC v. City of Trussville*, 458 F.3d 1261, 1271–72 (11th Cir. 2006) (quoting *Elrod v. Burs*, 427 U.S. 347, 373 (1976)).

Based on this precedent, this Court finds that because SB 774's Form 6 disclosure requirements on municipal elected officials and candidates likely unconstitutionally compels content-based speech, continued enforcement, for even minimal periods of time, constitutes a *per se* irreparable injury. The Court also finds unpersuasive Defendant's argument that the

grace period before penalties are imposed somehow means Plaintiffs are not harmed by the law in light of the fact they are already required to comply with the law. As Defendants point out, at least 127 officials have already done so. In fact, the record shows that the law has already had a chilling effect on officials in municipal office, as evidenced by the approximately 125 resignations between the enactment of SB 774 and its effective date. *See* ECF No. 19 at 5.

Therefore, this Court finds that Plaintiffs have demonstrated that they will suffer irreparable harm if an injunction is not granted.

C. Whether The Threatened Injury Outweighs The Potential Harm From An Injunction And Whether An Injunction Serves The Public Interest.

As stated above, when the government opposes the issuance of a preliminary injunction, the third and fourth requisites for injunctive relief merge. *See Otto*, 981 F.3d at 870; *see also Messina*, 546 F. Supp. 3d at 1254. Thus, "a temporary infringement of First Amendment rights 'constitutes a serious and substantial injury,' whereas 'the public, when the state is a party asserting harm, has no interest in enforcing an unconstitutional law.'" *Messina*, 546 F. Supp. 3d at 1253–54 (quoting *Scott v. Roberts*, 612 F.3d 1279, 1297 (11th Cir. 2010)). The Court agrees with Plaintiffs that, in light of the recent resignations of numerous municipal officials affected by SB 774, it is crucial to prioritize the public interest by ensuring that SB 774's ongoing existence and enforcement not unnecessarily discourage more people from serving in government roles. Defendants offer little to rebut the showing of irreparable harm from the enforcement of SB 774. Their argument that an injunction will upset the status *quo* is unavailing, as Plaintiffs contend, because the status *quo* is the forty years preceding the enactment of SB 774 rather than the five months since it went into effect.

Accordingly, Plaintiffs have also met the third and fourth requirements for injunctive relief. The Court finds Plaintiffs have clearly established their burden of persuasion as to the four requisites for injunctive relief.

D. The Appropriate Scope Of The Injunction.

Having determined that an injunction is warranted, the Court next considers the appropriate scope of the injunction. Although Defendants argue that Plaintiffs' Motion for Preliminary Injunction should be denied altogether, they contend, in the alternative, that "[i]njunctive relief should be limited in scope to the extent necessary to protect the interests of the parties." Resp. at 13 (quoting *Keener v. Convergys Corp.*, 342 F.3d 1264, 1269 (11th Cir. 2003); and citing *Thomas v. Bryant*, 614 F.3d 1288, 1317–18 (11th Cir. 2010)). Defendants also point to the decision in *Garcia v. Executive Director, Florida Commission on Ethics*, No. 23-12663, ECF No. 36 (11th Cir. Nov. 30, 2023), in which the Eleventh Circuit recently stayed enforcement of a preliminary injunction order because the district court did not explain the need to extend the preliminary injunction beyond the single plaintiff in that case.

In their Reply, Plaintiffs respond that the injunction should apply statewide because SB 774 compels all municipal officials throughout the State to file a Form 6 and the unconstitutionality of the law is not dependent on facts unique to Plaintiffs. Reply at 11 n.8 (citing *Rodgers v. Bryant*, 942 F.3d 451, 457–58 (8th Cir. 2019)).

Initially, this Court observes that *Keener* is not determinative of the issue before it, at least insofar as Defendants rely on it to prevent a statewide injunction. In *Keener*, the Eleventh Circuit reversed the district court's injunction only to the extent it applied nationwide but affirmed the injunction to the extent it applied statewide. *See* 342 F.3d at 1269. Likewise, the *Garcia* decision offers little support for Defendants because in that case, there was only one

Plaintiff and, as the Eleventh Circuit pointed out, the district court did not explain why the injunction should apply statewide. *Garcia*, No. 23-12663, ECF No. 36 at 2–3.

"Crafting a preliminary injunction is an exercise of discretion and judgment, often dependent as much on the equities of a given case as the substance of the legal issues it presents." *Trump v. Int'l Refugee Assist. Project*, 582 U.S. 571, 579 (2017). This Court is mindful of the "national conversation taking place in both the legal academy and the judiciary concerning the propriety of courts using universal injunctions as a matter of preliminary relief," recognized by my colleague in the Southern District of Florida in weighing the propriety of a statewide preliminary injunction. *See Farmworker Ass'n of Fla., Inc. v. Moody*, No. 23-CV-22655 (S.D. Fla. May 22, 2024), ECF No. 101 at 1 (Altman, J.) (quoting *Walls v. Sanders*, No. 4:24-CV-00270-LPR, 2024 WL 2127044, at *22 (E.D. Ark. May 7, 2024)).

Under the circumstances presented in the instant case, this Court finds that statewide injunctive relief is warranted. As Plaintiffs point out, the law requires compliance by all municipal officials throughout the State, regardless of their specific circumstances. Moreover, a preliminary injunction limited only to the Plaintiffs who have joined this case so far would engender needless follow-on litigation. Because the injunction is not based on facts limited to Plaintiffs' circumstances, all of the other municipal officials subject to this law will be able to file near-identical suits to obtain the same relief. *See, e.g., Koe v. Noggle*, 688 F. Supp. 3d 1321 (N.D. Ga. 2023) (refusing to grant an injunction only as to the plaintiffs because, "if a plaintiffs-only injunction issued, follow-on suits by similarly situated non-plaintiffs based on this [c]ourt's order could create needless and 'repetitious' litigation," and because "affording [p]laintiffs complete relief without a facial injunction would be, at best, very burdensome for [p]laintiffs and the [c]ourt [and,] [a]t worst, . . . practically unworkable"). This reality is readily

apparent from the fact that Plaintiffs have already amended the Complaint in this case three times to add additional plaintiffs. And, as noted above, Defendants offer no persuasive authority for why statewide application of the injunction is not appropriate in this case.

For the reasons set forth above, this Court finds that statewide application of the injunction is appropriate.

E. Whether Plaintiffs Must Post an Injunction Bond.

Plaintiffs submit that they should not be required to post an injunction bond because "public interest litigation is a recognized exception to the bond requirement." Mot. at 20 (quoting *Vigue*, 2019 WL 1993551 at *3). Defendants offer no contrary authority. The Court agrees that "public-interest litigation [constitutes] an area in which the courts have recognized an exception to the Rule 65 security requirement." *City of Atlanta v. Metro. Atlanta Rapid Transit Auth.*, 636 F.2d 1084, 1094 (5th Cir. 1981). Therefore, under the circumstances presented here, the bond requirement should and will be waived.

CONCLUSION

In sum, a review of the record reflects that the State enacted SB 774 without giving serious consideration to whether the government interests at stake could be addressed through less burdensome alternative means. It is not apparent from the record that a change from the Form 1 requirement to the Form 6 requirement was necessary nor that SB 774 is substantially related to the State's identified interests.

For the reasons set forth herein, the Court finds that Plaintiffs have satisfied their burden of establishing a reasonable likelihood of success on the merits of their claim that SB 774, as applied to them, impermissibly compels content-based speech in violation of the First

Amendment. Therefore, Plaintiffs are entitled to an injunction enjoining enforcement of SB 774.

Accordingly, it is hereby

ORDERED AND ADJUDGED as follows:

1. Plaintiffs' Expedited Motion for Preliminary Injunction [ECF No. 10] is **GRANTED**.
2. SB 774 is **PRELIMINARILY ENJOINED**.
3. The posting of a bond is not required for enforcement of the relief herein.
4. Defendants must take no steps to enforce SB 774 unless otherwise ordered. This preliminary injunction binds Defendants and their officers, agents, servants, employees, and attorneys—and others in active concert or participation with them—who receive actual notice of this injunction by personal service or otherwise.

DONE AND ORDERED in the Southern District of Florida, this 10th day of June, 2024.

MELISSA DAMIAN
UNITED STATES DISTRICT JUDGE

CC: All Counsel of Record