

IN THE CIRCUIT COURT, SEVENTH  
JUDICIAL CIRCUIT, IN AND FOR  
FLAGLER COUNTY, FLORIDA

CASE NO.: 2024 CA 000488  
DIVISION: 49

ALAN LOWE  
Plaintiff(s)

v.

CITY OF PALM COAST  
KAITI LENHART  
Defendant(s)

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**Order Denying Injunctive Relief (Dkt #15)**

THIS CAUSE has come before the Court upon motion for injunctive relief and request for expedited hearing. That hearing was held. The Court received legal argument from all the parties. The Court otherwise studied the entirety of the file, the cited authorities filed by the parties, the memorandums and responses provided by the parties, and being fully advised in the premises, finds, **orders and adjudges** as follows:

The motion is a proper prayer for injunctive relief pursuant to Rule 1.610 of the Florida Rules of Civil Procedure. The Plaintiff petitions the Court to enjoin the public vote (or better stated enjoin the certification of the public vote) on Ordinance 2024-13 (Charter Amendment) alleging that the summary of the Ordinance appearing on the ballot is violative of Florida Statute 101.161. The Plaintiff alleges the summary is misleading and does not adequately inform the voter as to what they are voting on. To evaluate these claims, the Court does not deliberate upon the underlying ordinance in any fashion nor is placed in the position of envisioning the perfect wording for the summary anew. Moreover, peripheral claims within the Complaint of voter confusion as to this ballot measure are entirely irrelevant to the Court's deliberations as a matter of law. The Court is forbidden from considering those matters.

F.S. 101.161 requires the amendment's chief purpose be stated so voters will have notice of the issue and will not be misled regarding its purpose so they can cast intelligent and informed votes. To

determine whether the City of Palm Coast's ballot title and summary satisfy the requirements of F.S. 101.161, this Court must consider two questions: (1) whether the ballot title and summary, in clear and unambiguous language, fairly informs the voter of the amendment's chief purpose; and (2) whether the language, as written, misleads the public. *Advisory Op. to Att'y Gen. re Standards for Establishing Legislative Dist. Boundaries*, 2 So. 3d at 184-185. To grant relief, the Court must find the ballot title and summary are "clearly and conclusively defective" which is a pure question of law. *Advisory Op. to Att'y Gen. re Amend. to Bar Govt. from Treating People Differently Based on Race in Public Ed.*, 778 So. 2d 888, 891 (Fla. 2000). The ballot summary at issue appears as follows on the ballot:

TITLE: CHARTER AMENDMENT TO UPDATE PROVISIONS RELATED TO CITY COUNCIL'S  
CONTRACTING AUTHORITY.

SUMMARY: Shall Article VI of the Charter be amended by removing provision (3)(e) related to fiscal Contracting Authority that limit the City's ability to enter into public private partnerships, have the ability to address growth by having future residents contribute to infrastructure costs, respond to emergencies and use available financial instruments including, but not limited to bonds.


The title accurately directs an interested voter to that part of the city governance function (contracting authority) that is at issue. The summary clearly directs an interested voter directly to the actual chapter of the charter at issue— provision (3)(e). Likewise, the summary states the main purpose of the Ordinance as clearly— that being the **removal** of provision (3)(e). Following the simple language used utilizing common meanings from the term "update" in the title to the phrase "amend by removing" to the inclusion of provision (3)(e), the ballot description is clear and unambiguous as to the purpose and effect of the Ordinance.

As for language that is alleged to be misleading, that language is in fact accurate. The provisions subject to removal are in fact "limitations" the removal of which increases the council's abilities to function as stated in the body of the summary. Some of the wording is arguably surplusage, but is in no way misleading to the voter. The consideration left to an informed voter is inescapable: "Do I want to empower the city commission further to contract without that existing limitations?"

Voters are empowered by the ballot description to become informed voters, which is an inherent responsibility of a voter in this situation as referenced in caselaw cited by the parties. The summary directs an interested voter towards the proper section without distraction. During the hearing, the Court conducted an unsophisticated Google search “Palm Coast Charter,” found a PDF of the city charter, found provision (3)(e), all within 40 seconds start to finish. Provision (3)(e) itself is clear stating simply: “Limitations to Council's Contracting Authority-- Unless authorized by the electors of the City at a duly held referendum election, the Council shall not enter into lease purchase contracts or any other unfunded multiyear contracts, the repayment of which: extends in excess of 36 months; or exceeds \$15,000,000.00.” There are no other sections or sub-sections within the charter one needs to find that interact with provision (3)(e). It stands alone as a limitation on the council’s contracting authority without reliance or reference to any other part of the charter. Thus, the reference within the description to this provision is accurate and most relevant, as is the effect of the removal of those limitations as announced in the summary.

The injunctive relief as pled for at Dkt # 15 is **denied**.

DONE AND ORDERED in chambers, in Flagler County, Florida, on 01 day of November, 2024.

11/1/2024 5:35 PM 2024 CA  
000488 

**e-Signed 11/1/2024 5:35 PM 2024 CA 000488**

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CHRISTOPHER A FRANCE

CIRCUIT JUDGE

Copies to: All parties and attorneys of record

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