**IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA**

XXXXXXXX XXXXXXXXX,

 Plaintiff Case No.: 2020-XXXXX-CA-01

vs.

ANTHONY F DEFILLIPO,
THE CITY OF NORTH MIAMI BEACH,
an incorporated Municipality,
ANDRISE BERNARD, in her official capacity as
City Clerk for the City of North Miami Beach, and
CHRISTINA WHITE, in her official capacity as
Miami-Dade County Supervisor of Elections,

 Defendants
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/

**VERIFIED COMPLAINT**

**FOR**

**DECLARATORY JUDGEMENT AND INJUNCTIVE RELIEF**

 Plaintiff, XXXXXXXXX XXXXXXXXXX, (“XXXXXX”), sues the Defendants, ANTHONY F DEFILLIPO, (“TONY”), THE CITY OF NORTH MIAMI BEACH, (“TONY”), an incorporated Municipality, ANDRISE BERNARD, (“BERNARD”), in her official capacity as City Clerk for the City of North Miami Beach, and CHRISTINA WHITE, (“WHITE”), in her official capacity as Miami-Dade County Supervisor of Elections, and states:

**JURISDICTION, VENUE & PARTIES**

1. This is an action for Declaratory Judgment and for Supplemental legal and equitable relief pursuant to Chapter 86, Florida Statutes and Petition for Injunctive Relief.
2. Jurisdiction and venue is proper in Miami-Dade County, Florida as all actions giving rise to the Complaint occurring in North Miami Beach, Florida.
3. Plaintiff, XXXXXX is a resident and elector of the City of North Miami Beach, Miami-Dade County, Florida, over the age of 21, and *sui juris*.
4. Defendant, CITY is a Chartered Municipality in Miami-Dade County, Florida.
5. Defendant, BERNARD is the City Clerk for the CITY and *sui juris*. As City Clerk, BERNARD is responsible for accepting all qualifying documents and verifying the qualifications or eligibility of all those seeking to quality for elected office in the CITY.
6. Defendant, WHITE is the Supervisor of Miami-Dade County Elections Department, which department, under the direction of WHITE is the entity responsible for preparing the ballots and conducting the City of North Miami Beach elections.
7. Defendant, TONY is a resident of the CITY, over the age of 21, and *sui juris*. He has served as an elected official in the City of North Miami Beach since May 21, 2013, when he was first elected to the City Commission.
8. Defendant, TONY, has filed to run in the 2020 North Miami Beach Municipal Election is violation to the City Charter’s term limit provisions and this lawsuit is ripe for decision.[[1]](#footnote-1)
9. All conditions precedents have been performed, have occurred, or have been waived.

**GENERAL ALLEGATIONS**

1. The City of North Miami Beach Municipal Charter, section 4.2(b), contains “term limit” provisions which limits an incumbent to be elected to no more than “two consecutive four-year terms” or eight consecutive years.[[2]](#footnote-2)[[3]](#footnote-3)
2. Section 4.2(c) requires a commissioner who has served for “two consecutive four-year terms” to be “out of office for 2 years” before seeking another “two consecutive four-year terms” thereby making any less than (2) years additional service not counted against the term limit so long as the total time in office is less than 10 years.
3. TONY was first elected to the City Commission on May 21, 2013.
4. TONY was elected as Mayor on November 6, 2018 to finish the two (2) years remaining of a 4-year term of former Mayor George Vallejo who resigned in April 2018 as part of a plea deal related to public corruption charges.
5. The City of North Miami Beach Municipal Charter’s term limit provisions provides that commissioners elected in 2013 were only allowed to serve consecutively until the November 2018 election before requiring them to be “out of office for 2 years in which case he/she may run again for the term limit” in the November 2020 election.
6. This exact scenario was envisioned in the term limit provisions as originally adopted in 2011 which prevents commissioners from serving more than 8 consecutive years in office. In 2016, the term limit provisions were modified to close loopholes like the one TONY is attempting to exploit which would lead to vacancies for officers jumping to run for another seat on the commission allowing *ad infinitum* terms of office.
7. TONY is not eligible to qualify as a candidate or appear on the ballot for the office of Mayor for the 2020 City of North Miami Beach Municipal Elections to seek election to an additional term in combination as commissioner and mayor which would allow him to serve more than 10 consecutive years in office in violation of term limits.

**BACKGROUND**

1. The City Commission including TONY considered term limits among various issues as part of a charter reform process from 2014-2016 including the formation of a Charter Review Committee which held 9 public meetings as well and made recommendations towards the development of a charter referendum.
2. The City Council held a “Charter workshop” on November 18, 2014 discussed changing the term limits rules since no current member of the commission would qualify to run for Mayor in 2019 and serve all 4 years of the term given the term limit rules of the time which are still present. TONY expressed his view as follows:

Having 2 four-year terms is great as a council. If the people want you as Councilwoman Martel said they are going to vote for you. Being that some of us that sit up here are on staggered terms, if one of us would want to, after our term is over, run for mayor or maybe even during our second tenure, we still have a two year gap. What are you going to do: Be a mayor for two years? [The current charter] does not make sense. [Having] us tweak this to the point where an elected official serves his term and wants to run as mayor should have the ability to do so for 4 four-year terms or 2 four-year as we would all agree or a majority to vote on.[[4]](#footnote-4)

1. This scenario where a commissioner elected in 2013 would be prevented from running and serving the full term of Mayor starting in 2019 was never resolved by the 2016 Charter Referendum.
2. Instead, the eventual changes to the term limit provisions due to the 2016 Charter Referendum made the term limit provisions stricter by preventing a commissioner elected in 2013 and being elected in November 2018 from running for Mayor in November 2020.
3. This closed a loop hole that required a commissioner elected in 2013 to not run for office in November 2018 and wait 2 years until running for Mayor for 2020 or else the rule requiring them to serve at least 50% of the term of office elected to in 2018 would count against the term limit to prevent them from running in November 2020.
4. Previously, the term limit provisions would have made a commissioner elected in 2013 to be elected in 2019 (the term of mayor was changed to end in November 2020 by the 2016 Charter Referendum) and be forced out 2 years later by term limits.
5. The City Council voted on July 26, 2016 to send 10 ballot questions for a charter referendum to the November 8, 2016 City of North Miami Beach Municipal Election including a new term limit provision.
6. In November 8, 2016, City of North Miami Beach voters approved several charter referendums including the term limit provisions.
7. Section 4.1, of the City Charter, provides that TONY’s term of office as commissioner was extended to end in November 2018, in material part, as follows:

In order to accomplish the election date revision made pursuant to this Charter section, the four-year term length of office that is provided for in Charter section 4.2 shall be extended on the following limited basis: the term of office of the Mayor and of Commissioner groups 3, 5, and 7, which would otherwise expire in May 2019 shall instead expire in November 2020, and the terms of office of Commissioner groups 2, 4, and 6, which would otherwise expire in May 2017 shall instead expire in November 2018.

1. On April 10, 2018, former Mayor George Vallejo (re-elected on May 5, 2015 to serve through November 2020) resigned as part of a plea deal related to public corruption charges.
2. Section 4.5, of the City Charter, addresses how a permanent vacancy created by resignation in the office of mayor is filled.
3. Section 4.5, of the City Charter, in material part, as follows:

Sec. 4.5 - Vacancies.

Vacancies in elective offices of the City of North Miami Beach shall be filled by the City Commission pending the next general election, at which time an election to fill the vacancy shall be held for any remainder of the unexpired term…

1. On May 15, 2018, the City Commission voted to temporarily fill the vacancy of mayor.
2. On June 19, 2018, the North Miami Beach city commission, in accordance with section 4.5, passed “Resolution 2018-58” “Calling for The North Miami Beach General Election,” scheduling the special election to fill the permanent vacancy in the office of Mayor (Group 1).
3. TONY qualified as a candidate to appear on the ballot of the November 6, 2018 election, seeking election to permanently serve as Mayor of the CITY.
4. Pursuant to ordinance, an election was held on November 6, 2018 to fill the permanent vacancy in the office of Mayor.
5. On November 6, 2018, TONY was elected to serve as Mayor.
6. TONY will have served “as Commissioner or Mayor or any combination thereof for more than two consecutive four-year terms” by November 2020.
7. Section 4.2(b), of the City Charter, provides:

Commencing with the 2011 general elections for groups 1, 3, 5, and 7 and with the 2013 general elections for groups 2, 4, and 6, **no person may serve as Commissioner or Mayor or any combination thereof for more than two consecutive four-year terms**, not including time served as a member of the Commission as a result of having filled a vacancy in the Commission pursuant to Section 4.5 of the North Miami Beach City Charter so long as such time served in filling a vacancy does not exceed 50% of that subject term. **Service by a Commission member in excess of 50% of any term of office** (including those terms provided for in Charter Section 4.1) **shall be considered a full term for purposes of the term limit provisions in this section.**;

1. TONY has filed to run for reelection and begun campaigning for an additional term for the office of Mayor in the CITY in the November 10, 2020 CITY Municipal Election.[[5]](#footnote-5)

**LEGAL STANDARD**

1. “Municipal ordinances are subject to the same rules of construction as state statutes.” *Angelo's Aggregate Materials, Ltd. v. Pasco Cty.,* [118 So.3d 971](https://www.leagle.com/cite/118%20So.3d%20971), 975 (Fla. 2d DCA 2013) (citation omitted). “The plain meaning of the statute is always the starting point in statutory interpretation.” *GTC, Inc. v. Edgar,* [967 So.2d 781](https://www.leagle.com/cite/967%20So.2d%20781), 785 (Fla.2007). “‘[W]hen the language of the statute is clear and unambiguous and conveys a clear and definite meaning, there is no occasion for resorting to the rules of statutory interpretation and construction; the statute must be given its plain and obvious meaning.’” *Id.* (quoting *Holly v. Auld,* [450 So.2d 217](https://www.leagle.com/cite/450%20So.2d%20217), 219 (Fla.1984)).
2. “In matters of statutory construction, we have repeatedly recognized that legislative intent is the polestar that guides the Court.” Sch. Bd. of Palm Beach Cty. v. Survivors Charter Schs., Inc., 3 So.3d 1220, 1232 (Fla. 2009). “The plain meaning of the statute is always the starting point in statutory interpretation.” GTC, Inc. v. Edgar, 967 So.2d 781, 785 (Fla. 2007). “[I]f the meaning of the statute is clear then this Court's task goes no further than applying the plain language of the statute.” Id. “However, if the language is unclear or ambiguous, then the Court applies rules of statutory construction to discern legislative intent.” Polite v. State, 973 So.2d 1107, 1111 (Fla. 2007). “In addition, examining the history of the legislation is a helpful tool in determining legislative intent.” Raymond James Fin. Servs., Inc. v. Phillips, 126 So.3d 186, 192 (Fla. 2013).

**PLAINTIFF’S POSITION**

1. Plaintiff’s position is that section 4.2(b), of the City Charter, in material part, as follows:

… no person may serve as Commissioner or Mayor or any combination thereof for more than two consecutive four-year terms ... Service by a Commission member in excess of 50% of any term of office … shall be considered a full term for purposes of the term limit provisions in this section.;[[6]](#footnote-6)

1. Section 4.2(b), of the City Charter, clearly provides a proscription against anyone being elected to serve “more than two consecutive four-year terms” or “eight consecutive years.”
2. Section 4.2(b), of the City Charter, also clearly considers a term where an incumbent serves “in **excess** of 50% of any term of office” or 2 years or more in office as a “four-year term” in order to close a loop hole in the previous version of the charter term limit provisions.
3. Section 4.1, of the City Charter, clearly provides on limited basis that the terms of office that began in 2011 or 2013 are to be considered as a 4-year term.
4. In the absence of any adjective or other grammatical qualifiers the phrase elected to serve “more than two consecutive four-year terms” clearly means exactly what it states as grammatically written --- that any two (2) four-year terms whether a regular four-year term are within the proscriptions of section 4.2(b) of the City Charter. In addition, any term where an incumbent serves out the remainder of a four-year term “in excess of 50%” of that term or 2 years or more of service, particularly a term of office that began in 2011 or 2013 is to be credited against the term limit. Any other construction or interpretation would require adding words, adjectives, modifiers, or even full sentences to the City Charter, which is improper.[[7]](#footnote-7)
5. The voters who voted to adopt the term limit provisions did define, or otherwise elaborate upon, the word “excess” in section 4.2(b) of the City Charter at 2 years providing that “After being out-of-office for two (2) years, he/she may run again.”
6. Courts “cannot read a statutory subsection in isolation, ‘but must read it within the context of the entire section in order to ascertain legislative intent for the provision.’ ” Larimore v. State, 2 So.3d 101, 114 (Fla. 2008) (quoting Fla. Dep't of Envtl. Protection v. ContractPoint Fla. Parks, LLC, 986 So.2d 1260, 1265 (Fla. 2008) ).
7. If this court considers that the definition of *excess* is not clear in the plan language of the charter then we can turn to dictionary definitions to ascertain the plain meaning of a statutory term, see License Acquisitions, LLC v. Debary Real Estate Holdings, LLC, 155 So.3d 1137, 1144 (Fla. 2014), because “excess” can mean something as broad as the state or an instance of surpassing usual, proper, or specified limits, the plain meaning of the word is not clear. See “Excess.” Merriam-Webster.com Dictionary, Merriam-Webster, https://www.merriam-webster.com/dictionary/excess. Accessed 8 Feb. 2020. (providing many definitions of “excess,” including “the state or an instance of surpassing usual, proper, or specified limits,” “the amount or degree by which one thing or quantity exceeds another,” or “undue or immoderate indulgence”).
8. Accordingly, section 4.2(b) of the City Charter, provides for an incumbent to “serve as Commissioner or Mayor or **any** possible combination thereof for more than two consecutive 4-year terms, not including time served as a member of the Commission as a result of having filled a vacancy in the Commission pursuant to Section 4.5 of the North Miami Beach City Charter so long as such time served in filling a vacancy does not exceed 50% of that subject term.” Under the City Charter, the “excess” contemplated in the term limit provisions is eight consecutive years in addition to less than 50% of a 4-year term or 2 consecutive years for a total of 10 years served consecutively before term limits apply. Without a 2 year break in office, no member of the commission can qualify under the term limits provisions for more than 10 consecutive years by any calculation provided for in the City Charter.
9. If TONY were allowed to qualify for the ballot and win reelection, he would be allowed to serve on the commission consecutively from May 2013 to November 2024 or 11 years and 5 months exceeding the term limit provisions the maximum possible time allowed in office by 1 year and 5 months. TONY would also be able to reason that his current term of 2 years from November 2018 – November 2020 did not count toward the term limit and therefore was out of office for 2 years with respect to term limits to seek another “two 4-year consecutive terms.”
10. If this court is not clearly persuaded by the plain language or the given analysis of the term limit provisions, then “this Court should look to the [other] rules of statutory construction to help interpret legislative intent, which may include the examination of a statute's legislative history and the purpose behind its enactment.” Edwards v. Thomas, 229 So.3d 277, 283 (Fla. 2017) (quoting W. Fla. Reg'l Med. Ctr. v. See, 79 So.3d 1, 9 (Fla. 2012) ).
11. After an exhaustive public process, the City of North Miami Beach Charter Review Committee presented their recommendations to the CITY in 2016 and voted to not the intent of the term limit provisions from the current version.[[8]](#footnote-8)
12. Further changes to the City Charter were included to close a perceived loop hole that allowed a commissioner elected in 2013 to run for office in November 2018 but then force them to resign 2 years into the 4-year term. Attorney Jean Olin who worked with the Charter Review Committee in presenting the final 2016 Charter Referendum ballot questions in the May 16, 2016 City Commission Workshop discussed the “loop hole” as follows:

The way this ballot question is worded. Time spent for member of the council filling a vacancy on the council is not pursuant to your existing charter computed towards the term limit. However, this proposed amendment provides, and you can change this, for the purposes of computing when a person will have served a term and it says service greater than 50% of a term will constitute a term. That does include when you fill a vacancy. So by way of example, the Mayor’s example: Someone is elected to a 4-year. They leave after 1 month. 3 years and 11 months left on that term. Mary Brown is appointed to fill the vacancy. This issue if approved by the voters because that time served was greater than 50% of the term will mean she has served a term. And we frankly did that to close a loophole.[[9]](#footnote-9)

1. Thus, pursuant to section 4.2(b), of the City Charter, TONY may not seek to be elected for an additional term.

**DEFENDANT’S CONTRARY POSITION**[[10]](#footnote-10)

1. The Defendants’ contrary position is that:
	1. Section 4.5, of the City Charter provides for an election to fill an unexpired term only;
	2. An incumbent who is elected to fill the unexpired term of as a result of section 4.5, of the City Charter does not fall within the proscription of section 4.2(b) because the incumbent does not serve “in **excess of 50%** of any term of office.”
2. The Defendants’ contrary position is that section 4.2(c), of the City Charter, provides:

C. Notwithstanding the above, if a person is elected to 2 consecutive terms and **has not met the term limit under the 50% provision in subsection B**, he/she may only be elected to one additional term (regardless of that person's length of service in that additional term) for completion of that particular term limit, after which time or unless he/she is out of office for 2 years in which case he/she may run again for the term limit.

1. Thus, the Defendants’ contrary position is that the term limit provisions of section 4.2(b), of the City Charter means that TONY “has not met the term limit under the 50% provision in subsection B,” and being elected to serve as mayor for a two years from November 2018 – November 2020 does not count towards the “two consecutive four-year terms” provided in the term limit provisions of section 4-2(b);
2. Furthermore, the Defendants’ contrary position is that the mention of 2 years in break of service of section 4.2(b) and (c) only apply after TONY has served 2 consecutive 4-year terms applying the proscription to 4-year terms and not years of service and distinguishing between two consecutive 4-year terms and 8 consecutive years of service.

**PLAINTIFF’S RESPONSE TO DEFENDANT’S POSITION**

1. Section 4-2(b), of the City Charter, clearly provides that “no person may serve as Commissioner or Mayor or any combination thereof for more than two consecutive four-year terms” or 8 consecutive years.
2. The phrase “serve as Commissioner or Mayor or any combination thereof for more than two consecutive four-year terms” must be given its plain meaning, consistent with grammatical construction – as written, which means exactly what it says “two consecutive four-year terms” as previously defined means 8 consecutive years of service. Once an incumbent qualifies for, and seeks election, and is elected for a given term counts toward the term limit provisions in section 4-2(b) of the City Charter.[[11]](#footnote-11)
3. Section 4-2(b) and (c) of the City Charter is clear that a member of the commission who can served 8 consecutive years must take a 2 year break before running for office again.
4. Defendants proposed construction would require adding language and grammatically revising section 4-2(c) of the City Charter to provide that any incumbent who qualifies, seeks election, and is elected to serve on the commission pursuant to the section would be excluded from the proscription of section 4-2(b) of the City Charter when the incumbent has served consecutively a 4-year term and 2 years or 50% of a term of office which is a total of 10 years.
5. In addition, Defendants proposed construction would also require removing or ignoring the language regarding a 2 year break in service.
6. The absence of any adjectives or qualifiers in the grammatical syntax of section 4-2(c) of the City Charter is buttressed by the language in section 4-2(b) of the City Charter, specifically where a 2 year break in service required after two 4-year consecutive terms or 8 consecutive years to which a candidate is elected as a result of an election pursuant to section 4-2(b) of the City Charter.
7. The drafters and, more importantly the electorate, are presumed to know the meaning of the words and rules of grammar. Thus, if they had wanted section 4-2(c) of the City Charter to apply to those who are elected to serve for 2 consecutive 4-year terms including 2 years or 50% of a term that counts against the term limit provision, the drafters and electorate would have used the quantitative adjective “or at” as in “under or at 50% provision” to the section. They would also have removed the references to 2 years break in service in sections 4-2(b) and (c) entirely as that would have been an obvious since elections for staggered commission seats according to section 4-2(a) are every 2 years.
8. Thus, the absence of the adjective “or at” modifying the noun “term” ipso facto dictates that “if a person is elected to 2 consecutive terms and **has not met the term limit under the 50% provision in subsection B**” means exactly what is written “under the 50% provision.” Once the candidate serves at or more than 50% of the term, that term counts toward the “two consecutive 4-year terms” or 8 consecutive years toward the term limit proscription in section 4-2(b) of the City Charter.
9. Plaintiff’s construction and interpretation is a reasonable result consistent with the plain meaning of the words and grammatical syntax which conveys the clear intent of the wording in section 4-2(b) of the City Charter as approved by the electorate.
10. In addition, the legislative intent of the term limit provisions of the municipal charter provides that no sitting member of the commission elected in 2011 or 2013 was expected to remain in elected office beyond 2018 without taking a 2 year break from public office.
11. On the other hand, the construction proposed by Defendants would require adding a quantitative qualifier, modifier, or adjective to the noun “term” or to the phrase “consecutive 4-year terms” in section 4-2(b) of the City Charter. It would also require adding, removing or ignoring language to, and grammatically revising section 4-2(b) of the City Charter to provide that the term to which 50% of a term or 2 years of service to which a candidate is “elected,” as a result of an election pursuant to section 4-5 of the City Charter to fill a permanent vacancy does **not** count toward the proscription of section 4-2(b) of the City Charter.[[12]](#footnote-12)
12. The declaration sought by XXXXXX from the Court is not to obtain legal advice, but to declare the illegibility of TONY as a candidate and prevent a violation of the City Charter.
13. XXXXXX is not a party to any other pending civil action involving the issues giving rise to this action.
14. There is no other pending civil action between parties which would preclude declaratory relief in this action.
15. The remedy sought by XXXXXX is consistent with Florida law and will serve the public interest.
16. XXXXXX has no adequate remedy at law and the issuance of an injunctive relief is the approximate remedy under Florida law.

**RELIEF REQUESTED**

WHEREFORE, Plaintiff, XXXXXX, respectfully requests the entry of a Declaratory Judgment providing that:

1. The City of North Miami Beach Municipal Charter, section 4.2(b), contains “term limit” provisions which limits an incumbent to be elected to no more than “two consecutive four-year terms” or 8 consecutive years.
2. TONY was first elected to the commission on May 21, 2013.
3. TONY was elected as Mayor on November 6, 2018 to finish the two (2) years remaining of a 4-year term of former Mayor George Vallejo who resigned in April 2018 as part of a plea deal related to public corruption charges.
4. TONY is not eligible to qualify as a candidate or appear on the ballot for the office of Mayor for the 2020 City of North Miami Beach Municipal Elections to seek election to an additional term as a result of having served two (2) consecutive 4-year terms or 8 consecutive years in combination as commissioner and mayor, and
5. Issuance of an Injunction providing that:
6. TONY may not qualify, or be permitted to qualify as a candidate for the office of Mayor for the 2020 City of North Miami Beach Municipal Elections, and
7. TONY’s name may not appear on the ballot for the 2020 City of North Miami Beach Municipal Election.

**VERIFICATION**

 BEFORE me the undersigned authority did personally appear XXXXXX who being first duly sworn states that: I am the Plaintiff in this Complaint. I have personal knowledge of, and provided the information and factual statements in this Complaint. I have read this Complaint, and the factual statements and information contained herein are true and correct based upon my personal knowledge and public records of the City of North Miami Beach, Florida.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 XXXXXXXX

STATE OF FLORIDA )
COUNTY OF MIAMI-DADE )

 The foregoing complaint was sworn, subscribed, and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2020, by XXXXXX, who is [\_\_] personally known to me or [\_\_] who has produced his Driver’s License as identification.

My commission expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 NOTARY PUBLIC, STATE OF FLORIDA

 **DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2020**

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
 {Counsel Name & Contact Info}

1. [Julio J. Martinez. v. Carlos Hernanez, et al., No. 3D-1735 Lower Tribunal No. 17-12178 (Fla. 3D DCA 2017)](https://caselaw.findlaw.com/fl-district-court-of-appeal/1875351.html)(The trial court concluded that Martinez’s lawsuit was ripe…We affirm.) [↑](#footnote-ref-1)
2. See City of North Miami Beach Municipal Charter Section 4.2 “Election and Term of Commission Members” <https://library.municode.com/fl/north_miami_beach/codes/code_of_ordinances?nodeId=PTICH_ARTIVELCOME_S4.2ELTECOME> [↑](#footnote-ref-2)
3. According to the 2016 charter referendum, “2 consecutive four-year terms” is interchangeable with “eight consecutive years.” See Voter Guide for the 2016 City of North Miami Beach Municipal Election. <https://nmb.novusagenda.com/agendapublic/AttachmentViewer.aspx?AttachmentID=5354&ItemID=3544> [↑](#footnote-ref-3)
4. The November 18, 2014 Charter Workshop agenda with video can be located at:

<http://view.earthchannel.com/PlayerController.aspx?&PGD=nmiafl&eID=378> [↑](#footnote-ref-4)
5. List of Candidates for November 2020 City of North Miami Beach Municipal Election <https://www.citynmb.com/1232/2020-Municipal-Election-Candidates> [↑](#footnote-ref-5)
6. The word ***shall*** is mandatory when referring to an action for the public benefit. (See Allied Fidelity Ins. Co. vs. State 415 So.2d 109 (Fla. 3d DCA 1982). [↑](#footnote-ref-6)
7. This interpretation is buttressed, if not mandated by section 166.021(4), Fla. Stat. [↑](#footnote-ref-7)
8. See 2016 Charter Review Committee Meeting Minutes (page 33 for Term Limit discussion and vote on recommendation). <http://webcasts.citynmb.tv/council2016/AGW051716.pdf> [↑](#footnote-ref-8)
9. See May 17, 2016 City Commission Workshop <http://view.earthchannel.com/PlayerController.aspx?&PGD=nmiafl&eID=502> [↑](#footnote-ref-9)
10. Plaintiff believes this is the position the Defendants will take. [↑](#footnote-ref-10)
11. Under section 4-2(a) of the City Charter, any term on the city commission for which any candidate would seek election is generally a four-year term. [↑](#footnote-ref-11)
12. Defendants’ proposed construction would lead to an unreasonable result contrary to the clear intent of the electorate when section 4-2(b) of the City Charter was approved by the electorate. [↑](#footnote-ref-12)