FLORIDA MUNICIPAL ATTORNEYS ASSOCIATION

FLORIDA MUNICIPAL LAW REPORTER

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January - March 2006

Editor's Note: The following case law summaries were reported from January 1, 2006, through March 31, 2006.

Section 1. Recent Decisions of the Florida Supreme Court

No cases reported.

Section 2. Recent Decisions of the Florida District Courts of Appeal

INJUNCTIONS – TRIAL COURT ERRED IN DENYING TEMPORARY MANDATORY INJUNCTION FOR COUNTY ON THE GROUNDS THE COMPLAINT DID NOT ALLEGE PROPOSED WORDING OF THE INJUNCTION REQUESTED.

Polk County sought a temporary mandatory and prohibitory injunction against James Mitchell. The complaint alleged Mitchell continuously violated Section 760E.4 of the County Land Development Code by placing unapproved and unauthorized business signs in the rights of way on metal stakes or on utility poles in the unincorporated areas of the county. The county also alleged the sign placement adversely impacted the neighborhoods where they were placed and caused the county to expend unnecessary resources in attempting to remove the signs. The trial court denied the injunction, citing a lack of specificity as to the conduct sought to be enjoined, and explaining the county could amend its complaint and state with greater specificity the text of the injunction it sought. On review, the second district court ruled the trial court erred as a matter of law in requiring the county to plead the content of the proposed injunction. The court considered Florida Rule of Civil Procedure 1.610(c) and concluded the county need only allege the necessary facts, not the specific wording of the injunction requested. Because the court erred as a matter of law, the district court proceeded to review the merits of the desired injunction and concluded the county was entitled to the injunction. *Polk County v. James C. Mitchell, d/b/a We Buy Houses and I Buy Houses*, 31 Fla. L. Weekly D153 (Fla. 2nd DCA January 6, 2006).

REAL PROPERTY – EMINENT DOMAIN – INVERSE CONDEMNATION – TRIAL COURT PROPERLY DENIED BERT J. HARRIS ACT CLAIM AND CONCLUDED NO EMINENT DOMAIN CLAIM COULD BE MADE.

The Village of Wellington filed a declaratory action requesting injunctive relief in connection with a 1972 Planned Unit Development (PUD) and seeking to have a property owner restore, enhance and preserve an area known as Big Blue Preserve. The property owner counterclaimed for inverse condemnation and violation of the Bert J. Harris Act, claiming that the "conservation" designation of Big Blue, as well as Wellington's insistence that the owner "preserve" and "restore" the area, constituted an "as applied" taking. The owner also claimed the 1972 PUD was unconstitutional as applied to Big Blue Preserve because it was overly broad and vague. The trial court ruled in favor of Wellington. On review, the district court affirmed the trial court, explaining that the Harris Act claim was denied because the parcel at issue had been designated as a natural preserve and extraordinary efforts were made to preserve the area from the inception of the Village of Wellington PUD. And at the time the owner purchased the property, Big Blue was designated a nature reserve, and the city's redesignation of it as a "conservation area" in its comprehensive plan changed nothing regarding the property. With respect to the claim that the 1972 PUD was unconstitutional in that it lacked definition of "technical" terms, the district court found specific meaning had been given to the so-called technical terms by both the owners' predecessors-in-title and by regulating agencies. Furthermore, when the PUD was originally developed on 7,400 acres of land, prior owners bargained for development of vast sections at higher densities in return for preservation of Big Blue. Therefore, this was an agreed restriction wherein the developmental densities were transferred from the area in exchange for higher densities elsewhere, and which precluded any finding a taking occurred. *Palm Beach Polo, Inc. v. The Village of Wellington*, 31 Fla. L. Weekly D202 (Fla. 4th DCA January 18, 2006).

VOLUNTARY ANNEXATION – CIRCUIT COURT ACTING IN ITS REVIEW CAPACITY DEPARTED FROM THE ESSENTIAL REQUIREMENTS OF LAW IN DETERMINING ANNEXED PROPERTY WAS CONTIGUOUS.

Volusia County sought certiorari review of an order from the circuit court sitting in its appellate capacity, which denied certiorari review of an annexation ordinance passed by the City of Deltona. The circuit court order rested upon a conclusion that §171.043, Florida Statutes, did not apply to voluntary annexations and the criteria set forth in §§171.413, 171.042 and 171.043 applied only to involuntary annexations. On review, the district court of appeal quashed the circuit court order denying certiorari. The district court concluded the circuit court departed from the essential requirements of law in considering the proposed annexation on the issues of contiguousness. One parcel of land contained in the annexation application included a narrow parcel the court likened to impermissible corridors of land that courts had previously found impermissible to satisfy the contiguousness requirement. Section 171.031(11) requires that a substantial portion of the boundary of the territory to be annexed be coterminous with the municipality. However, the court found that of the three parcels of land contained in the annexation application, which had a total boundary of 20,000 feet, only 350 feet were offered to satisfy the "substantial portion" element of §171.031(11). It held that 350 feet of a more than 20,000-foot total boundary could not constitute a substantial portion of the relevant boundary of the parcels to be annexed. Additionally, the court found the circuit court erred in concluding that the pre-annexation agreement entered by one of the applicants and the city was not properly before it. The county's certiorari petition challenged both the annexation ordinance as well as the agreement, thus the pre-annexation agreement was properly before the circuit court. The district court went on to suggest the pre-annexation agreement, which also doubled as one applicant's annexation application, amounted to an impermissible attempt at zoning by contract, and should be addressed from that perspective on remand. *County of Volusia v. City of Deltona, Et Al.*, 31 Fla. L. Weekly D233 (Fla. 5th DCA January 20, 2006).

ZONING – CIRCUIT COURT DEPARTED FROM ESSENTIAL REQUIREMENTS OF LAW IN REFUSING TO REQUIRE CITY TO FOLLOW ITS ZONING LAW AND APPROVE PETITIONERS' DEVELOPMENT PLANS.

Petitioners, the seller and buyer of commercial property near a railroad, sought review of two circuit court orders reviewing by certiorari decisions of the City of Fort Lauderdale relating to its building regulations. The City Commission refused to approve petitioners' development plans in spite of the fact that the city's Board of Adjustment and staff had found the proposed development in compliance with municipal code. The facts involved petitioners' plans to build a self-storage facility on the commercial parcel. The language of one city zoning ordinance permitted a self-storage facility unconditionally on any land within 60 feet of the right of way of a railroad. However, another section of the code permitted self-storage facilities only as a secondary use. However, the record indicated the city zoning administrator resolved the conflict with the former section of the zoning code as applying to the specific context of use near or within 60 feet of railroad right of way. Thereafter, the Board of Adjustment approved the petitioners' development plans. Notwithstanding the zoning administrator's interpretation of the code, the City Commission refused to approve the development plans. Furthermore, the commission's ability to overrule Board of Adjustment rulings requires a supermajority of the commission, or a 5 out of 7 vote. In this case, the vote to overrule the Board of Adjustment was only by simple majority or 4 out of 7 votes. Based on the city's refusal to recognize the construction of the zoning code rendered by its own zoning official, and its violation of the supermajority voting requirement to overturn Board of Adjustment decisions, the district court concluded the circuit court departed from the essential requirements of the law. *BMS Enterprises LLC and Lackenhart Inc. v. City of Fort Lauderdale,* 31 Fla. L. Weekly D305 (Fla. 4th DCA January 25, 2006).

ANNEXATION – ATTORNEY'S FEES – TRIAL COURT ERRED IN RULING THAT PARTY WHO PREVAILED ON MERITS OF A CLAIM CHALLENGING ANNEXATION ORDINANCES WAS NOT ENTITLED TO AWARD OF ATTORNEY'S FEES PARTY DID NOT ITSELF EXPEND AND WHERE MOTION FOR FEES WAS MADE BEYOND 30 DAYS PERMITTED IN RULE 1.525.

A complainant prevailed in an action against the City of Groveland wherein he challenged four annexation ordinances enacted. Thereafter, the complainant ultimately moved for attorney's fees. The parties were directed to negotiate on the attorney's fee issue and the parties began such negotiations, though they ran beyond the 30-day time period permitted under Rule 1.525. The city opposed the motion on the grounds it was untimely and the complainant did not himself expend the sums incurred in attorney's fees. The trial court entered an order denying the motion for attorney's fees. On review the district court quashed the trial court order, concluding Rule 1.525 does not preclude recovery of attorney's fees in the event the movant did not actually pay or incur any attorney's fee expense. Additionally, the facts surrounding the tardy motion for attorney's fees included delays attributable to the parties' good-faith negotiations on the fee issue that ran beyond the 30-day time permitted under Rule 1.525. The trial court held such negotiations constituted excusable neglect, thereby avoiding application of the 30-day time limit. *Lewis Frank Hart, v. City of Groveland,* 31 Fla. L. Weekly D317 (Fla. 5th DCA January 27, 2006).

Civil Rights – Florida Civil Rights Act – Damages – Sovereign Immunity – No Error in Determination that $100,000 Statutory Cap on "Total Amount of Recovery" Applied Not Only to Plaintiff's Compensatory and Back Pay Award but Also to Attorney's Fees, Costs and Expenses.

Jeffrey Gallagher brought an action under the Florida Civil Rights Act of 1992 (the Act) against his employer, Manatee County, for gender discrimination and retaliation. A jury trial resulted in a verdict awarding Gallagher damages and back pay. On appeal, Gallagher challenged the trial court's application of the $100,000 statutory cap on the county's liability as well as the calculation of fees and costs. On review, the district court reviewed §760.11(5) and concluded nothing in the statutory text or in their context provided any support for Gallagher's argument that when the Legislature referred in §760.11(5) to "the total amount of recovery" the Legislature meant "only the compensatory damages awarded." The court went on the state the plain meaning of "total amount of recovery" could not be reconciled with Gallagher's argument. The court acknowledged that denial of a full recovery of attorney's fees, costs, backpay and compensatory damages limited the effectiveness of the remedy provided to prevailing plaintiffs in civil rights cases, but such policy considerations were for the Legislature to address and would not influence the plain meaning and effect of the statute. *Jeffrey Gallagher v. Manatee County,* 31 Fla. L. Weekly D339 (Fla. 2nd DCA February 1, 2006).

Funding for Clerks of Courts – Trial Court Erred in Concluding Statutes Requiring Cities to Pay Nominal Filing Fees to Clerks of Court When Prosecuting Local Ordinances Were Constitutional Where Article V, Section 14 of State Constitution Exempting Municipalities from Payment of Funding Clerks' Offices Was Ambiguous and Court Should Have Permitted Cities to Offer Extrinsic Evidence of Legislative Intent.

Several cities argued §§ 28.2402 and 34.045, Florida Statutes, were unconstitutional in view of Article V, Section 14 of the Florida Constitution. These statutes required municipalities to pay nominal filing fees to the clerks of court when prosecuting local ordinance violations through the court system. The cities argued a requirement to pay such fees amounted to "funding" for the clerks of the circuit and county courts and was prohibited by Article V, Section 14. Article V, Section 14 provides "funding for the clerks of the circuit and county courts shall be provided by 'filing fees' and that no municipality 'shall be required to provide any funding for . . . the offices of the clerks of the circuit and county courts performing court-related functions.'" The trial court found the statutes constitutional, reasoning that the language of Article V, Section 14 with regard to cities' exemption or exclusion from the payment of filing fees, was unambiguous, precluding any evidence of legislative intent by the cities. On review, the fourth district court reversed the trial court, concluding the use of the term "funding" within Article V, Section 14 was indeed ambiguous as to cities' exemption from payment of filing fees. The trial court should have permitted the cities to offer evidence regarding legislative history and background of the constitutional amendment to aid in interpretation of the issue. *City of Pompano Beach, Florida; City of Margate, Florida; and City of Hollywood, Florida v. Howard C. Forman, Clerk of Court, Broward County, Florida,* 31 Fla. L. Weekly D357 (Fla. 4th DCA February 1, 2006).

Real Property – Bert Harris Private Property Rights Protection Act – Action by Property Owner Against Municipality Filed After Existing Use of Property Was Prohibited by Zoning Change Was Not Estopped by Time Periods Set Forth in Act.

Russo Associates (Russo) brought suit under the Bert Harris Act against the City of Dania Beach Code Enforcement Board (Board). The dispute stemmed from a change in zoning. The Board cited Russo on August 31, 2000, for violation of new zoning regulations. Russo presented its written claim October 10, 2002, and filed its compliant February 6, 2004. The city argued the Act requires a cause of action be filed "less than one year after the subject ordinance was first applied by the city to plaintiff's property." Accordingly, the trial court dismissed the compliant with prejudice as being barred by the statue of limitations. On review, the Fourth District Court of Appeal reversed. The district court reasoned the Act does not expressly address a statute of limitations and instead concluded the four-year statute period under §95.11(3)(f) applied. Russo had four years from August 31, 2000, within which to file its complaint. Suit was filed February 6, 2004, within the four-year window. *Russo Associates, Inc. v. City of Dania Beach Code Enforcement Board,* 31 Fla. L. Weekly (Fla. 4th DCA February 8, 2006).

Recall – Malfeasance in Office – Trial Court Did Not Err in Entering Judgment on the Pleadings in Favor of Petitioner Seeking Recall of City Commissioner Based on Misdeeds in Office and Not Necessarily Criminal Conduct.

Richard Napotnik filed a petition seeking recall of William Thompson from the elected office of commissioner. The recall was based on a claim that Thompson violated the Sunshine Law. Thompson filed a complaint seeking declaratory and injunctive relief against Napotnik based on the belief Napotnik's recall petition was legally deficient. Napotnik filed a motion to dismiss the complaint and the trial court granted the motion in the form of entering judgment on the pleadings. On review, the district court of appeals affirmed. The petition to recall Thompson, which alleged that the commissioner conducted a non-public meeting in violation of the Sunshine Law, adequately alleged a claim of malfeasance against the commissioner. The court found the petition was not required to allege criminal conduct, but merely unlawful activity related to the performance of official

duties, and all elected officials were required to comply with the Sunshine Law. *William A. Thompson v. Richard Napotnik,* 31 Fla. L. Weekly D431 (Fla. 5th DCA February 10, 2006).

Development Orders – Circuit Court Did Not Err in Finding Developer Did Not Meet Its Burden of Complying with All Statutory Criteria for Decreased Setbacks and Therefore that Burden of Proof Never Shifted to City.

Premier Developers (Premier) sought second-tier certiorari review of a decision of the circuit court that upheld the denial of a site plan application for the construction of a condominium in Fort Lauderdale Beach. Premier submitted a site plan that called for decreased setbacks from those mandated in the City of Fort Lauderdale Code. Such decreased setbacks were permissible under the code if the building complied with the adequacy and neighborhood compatibility requirements of the code. City staff found the plan did not meet the two aforementioned requirements and the Planning and Zoning Commission rejected the site plan's setback variance request. In a subsequent hearing, the City Commission also rejected Premier's request. Premier filed a petition for certiorari to the circuit court. Premier's position was that it complied with all the provisions of the code because it didn't consider the neighborhood compatibility requirement as a mandatory requirement. At the hearing, the city's position was Premier did not satisfy all the code provisions because if did not comply with the neighborhood compatibility requirement. The circuit court entered an order denying the petition. On appeal to the district court, Premier argued it was denied procedural due process because the circuit court considered matters outside those considered by the City Commission, including discussion of the meaning of the ordinances. The district court concluded that while the City Commission did not discuss the meaning of the ordinances at issue, it did consider the requirements of the code and whether the project satisfied the neighborhood compatibility requirement. Additionally, Premier argued the circuit court applied the incorrect law in that it did not properly allocate the burden of proof. On a decision granting or denying a site plan or plat application, once the petitioner meets the initial burden of showing that his application met the local regulations, the burden falls upon the planning commission to demonstrate, by competent substantial evidence that the application did not meet the requirements. Mindful of this burden allocation, the district court concluded the circuit court, sitting in its capacity of reviewing the City Commission's decision and the record before it, concluded the burden never shifted from Premier to the city because there was competent substantial evidence to show that Premier never satisfied all the statutory criteria for decreasing setbacks. The circuit court did not err and Premier's petition for certiorari was denied. *Premier Developers III Associates, v. City of Fort Lauderdale, Florida,* 31 Fla. L. Weekly D583 (Fla. 4th DCA February 22, 2006).

Zoning – Where Luxury Residential Units Comprise Principle Use, Any Additional Use on Property Must Be Ancillary or Accessory to Principal Use.

Turnberry Isle Condominium Association (Turnberry) challenged the commercial use by Florida Pritikin Center of property that is part of a luxury residential development. Testimony revealed that the principal use of the property was that of a luxury, multifamily, planned residential community. Pritikin was operating "Pritikin Longevity Center," including a medical group, which principally served the general public. The trial court ruled that Pritikin's use was proper pursuant to the City of Aventura's zoning standards. On review, the district court reversed, concluding that since the luxury residential units comprised the principal use, any use on the same property must be ancillary to or accessory to the principal use. That is, any use must benefit the property residents and not be available to the general public at large. Pritikin's use was not subordinate to or ancillary to the principal use. *Turnberry Isle Condo. Assoc. Inc. v. Florida Pritikin Center, Inc. and Turnberry Country Club,* 31 Fla. L. Weekly D611 (Fla. 3rd DCA February 22, 2006).

Elections – Absentee Ballots – Trial Court Properly Granted Summary Judgment and Did Not Err in Concluding City Code Provision Permitted Someone Other Than Elector(s) to Mail Absentee Ballots to Supervisor of Elections.

Challengers initiated a suit challenging the election results in the mayor race for the City of Orlando. The challenge centered around the inclusion of numerous votes cast by the absentee ballot process provided for in the City of Orlando Code. The relevant code provision provided, "An absentee ballot not cast in person must be mailed or delivered directly to the Supervisor of Elections by the elector or the elector's designee, and not to any other person, group or entity." During the course of the election campaign, incumbent mayor, Buddy Dyer, hired a consultant to "get out the vote" among African American voters. The consultant was involved with providing absentee ballots to voters and then mailing them to the elections supervisor. The challengers of the election argued the quoted provision of the Orlando code indicated only the electors could mail the ballots. Dyer and other incumbents argued the provision permitted someone other than the elector(s) to mail in the ballots. The trial court concluded the meaning of the provision was clear in that it allowed someone other than the voter to mail his or her absentee ballot. However, evidence as to the legislative intent was permitted to the extent challengers argued the provision was ambiguous. Council meeting transcripts from the meeting at which the ordinance was adopted reflected the drafter and one other councilperson's explanation that someone other that the actual voter could mail in an absentee ballot. Accordingly, the trial court had evidence to conclude that even if the provision were considered am-

biguous, the extrinsic evidence of legislative intent overwhelmingly showed voters could enlist others to mail in their absentee ballots and entered summary judgment on behalf of the incumbents. On review, the district court affirmed. Though the court disagreed with the trial court's assessment that the ordinance language was unambiguous, it affirmed on the basis of the evidence of legislative intent which supported the view that anyone may lawfully put an absentee ballot in the mailbox at the request of a voter. *Lawanna Gelzer and Kenneth A. Mulvaney v. Phillip Diamond, Jose Fernandez, et al.*, 31 Fla. L. Weekly D622 (Fla. 5th DCA February 24, 2006).

Section 3. Recent Decisions of the United States Supreme Court

No cases reported.

Section 4. Recent Decisions of the United States Court of Appeals, Eleventh Circuit

Civil Rights – Speech – Equal Protection – District Court Erred in Failing to Grant City's Motion for Judgment As a Matter of Law on Developer's First Amendment and Equal Protection Claims.

Joseph and Marilyn Campbell sued Rainbow City, Ala., claiming the city's Planning Commission denied a request for tentative approval for their proposed development in violation of the First Amendment and the Fourteenth Amendment's Equal Protection Clause. Plaintiffs claimed all other developers who came before the commission received project approval and plaintiffs were treated differently only because of Joseph Campbell's candidacy in a prior mayoral election in which he ran against the incumbent mayor, a member of the Planning Commission. Following presentation of evidence by plaintiffs and the city, the city moved for judgment as a matter of law. The district court denied the motion and a jury verdict was entered for the plaintiffs. On appeal, the city argued the district court should have granted the motion for judgment as a matter of law because the plaintiffs failed to show the city's final policy maker acted with an unconstitutional motive, thereby preventing any reasonable jury from concluding the city violated the plaintiffs' First Amendment rights. Furthermore, the city argued the plaintiffs offered no evidence to support an equal protection claim among similarly situated individuals who were treated differently. The Eleventh Circuit Court of Appeals agreed. The court cited case law that explained where even if one member of a governing body had an improper motive, the ill motive of one member could not be imputed to the entire body. And absent any evidence the entire board was part of a collective scheme that unlawfully targeted Plaintiff Joseph Campbell, a jury could not reach the conclusion the Planning Commission violated the plaintiffs' First Amendment rights. As to the equal protection claim, the court noted the plaintiffs' evidence was deficient in showing the plaintiffs' development was prima facie identical in all relevant respects to those developments in which approval was granted. Accordingly, both the First Amendment and Equal Protection claims lacked sufficient evidence to support the jury verdict and the trial court was reversed and the case was remanded with orders to enter judgment for the city. *Joseph R. Campbell and Marilyn Campbell, v. Rainbow City, Alabama,* 19 Fla. L. Weekly Fed. C171 (N.D. Ala. January 6, 2006).

Section 5. Recent Decisions of the United States District Courts for Florida

Ordinances – Adult Entertainment – City's Adult Entertainment Ordinance Declared Unconstitutional because City Lacked Sufficient Evidence that Ordinances Furthered a Substantial Interest in Preventing Secondary Effects Associated with Adult Entertainment.

An adult entertainment club brought suit alleging Daytona Beach's Alcohol and Nudity Ordinance violated the First and Fourteenth Amendments of the U.S. Constitution. Alternatively, the club alleged it fell within the exemption contained in the ordinances for bona fide live performances. The district court ruled for the club and held the alcohol and nudity ordinance unconstitutional because the city lacked sufficient evidence that the ordinances furthered a substantial interest in preventing secondary effects associated with adult entertainment. The court noted that the club cast direct doubt on the city's rationales for enacting ordinances because expert studies showed the city's pre-enactment evidence of ill effects consisted either of purely anecdotal evidence or opinions based on highly unreliable data, and the city's evidence lacked data which would allow for a comparison of the rates of crime occurring in and around similarly situated establishments. In particular, the club's expert pointed out the city's evidence of post-enactment evidence of batteries and other crimes at adult establishments was meaningless because it was not offered along with evidence of criminal activity at other venues, such as alcohol-only bars. Because the court found the ordinances unconstitutional, it was unnecessary to consider whether the club came within the exemption for bona fide live performances. *Daytona Grand, Inc. v. City of Daytona Beach, Florida,* 19 Fla. L. Weekly Fed. D229 (Fla. M.D. January 20, 2006).

Contracts – Summary Judgment Was Entered Against the City of Tampa Where the City Sought to Intervene and Assert a Counter Claim Against a Party to a Contract with Local Transit Authority and Contract Did Not Consider City a Third-Party Beneficiary of the Contractual Agreement.

The Hillsborough Regional Transit Authority (RTA) entered a supply contract with Progress Rail Services (Progress) for the design and materials required for the Tampa-Ybor Historic Electric Streetcar. Progress alleged the RTA refused to pay for material supplied. RTA counterclaimed for damages, alleging Progress was untimely in its performance under the agreement. Though not a party to the agreement, the City of Tampa intervened as RTA's "joint venturer," asserting a breach claim against Progress and seeking recovery of damages. The city moved to amend RTA's counterclaim and assert a right to recovery as a third-party beneficiary for Progress's breach of the contract. In disposing of the city's motion, the district court explained that under Florida law, to assert a breach of contract claim, a third party must demonstrate that the primary intent of the contracting parties was the direct benefit to the third party. Basic contract interpretation rules are relevant to this inquiry and therefore the terms of the agreement must show the parties' intent to primarily and directly benefit the city. The court found that an incidental benefit to the city did not rise to the level of "primarily and directly" benefiting the city as required of a third-party beneficiary. The court rejected the city's effort to rely upon the parties' dealings and Progress' knowledge of the city's involvement in the project as a basis for showing intent to primarily and directly benefit the city, absent express contract language to that effect. Accordingly, the city's motion to amend was denied. *Progress Rail Services Corp. v. Hillsborough Area Regional Transit Authority and City of Tampa,* 19 Fla. L. Weekly Fed D333 (M.D. Fla. February 9, 2006).

Section 6. Announcements

ASCAP Music License Agreements

In 2001, the International Municipal Lawyers Association (IMLA) recognized that local governments should be aware of the responsibility to obtain permission for something as simple as a little music at the next town festival or in any number of other events. Until now most communities had to negotiate licenses for each event or use. For this reason, IMLA and the American Society of Composers, Authors and Publishers (ASCAP) negotiated a license that would serve the needs of local governmental entities. The negotiations were marked by a spirit of goodwill and provides an efficient and affordable method for local governments to receive a license to use music and ensure compliance with the copyright law while recognizing the rights of ASCAP's composers, authors and publishers. Additional information regarding this license may be found at the IMLA Web site, *www.imla.org*, or the ASCAP Web site, *www.ascap.com*. For questions, please contact Michele McKinney, licensing manager, ASCAP, 2690 Cumberland Parkway, Suite 490, Atlanta, GA 30339; 1-(800) 910-7346, ext. 37; or *mmckinney@ascap.com*.

FMAA Web Site

Please visit the FMAA Web site at *www.fmaa.us* for municipal attorney news, an online version of this newsletter and discussion boards.

Florida Municipal Laws Manual Available

The *2005 Florida Municipal Laws Manual*, created by Municipal Code Corporation in cooperation with the Florida League of Cities, provides a convenient statutory reference source for local government personnel in Florida. Statutory provisions most relevant to municipal government, current through the 2005 legislative sessions, are included. The manual is available in both paperbound and electronic formats at the cost of $78 each, or both formats can be purchased for $104. To purchase the manual, call Municipal Code Corporation at (850) 576-3171.

Mark Your Calendar

The 2006 Florida Municipal Attorneys Association Seminar will be held July 20-22, 2006, at the Hyatt Regency Coconut Point in Bonita Springs. For seminar information, please contact Tammy Revell at (850) 222-9684 or visit *www.fmaa.us* and click on "Conference Info."

Florida Cities of Excellence Awards Program

The Florida League of Cities is pleased to announce the third annual Florida Cities of Excellence Awards Program. Award brochures were mailed to League members in May and are available online at *www.flcities.com*, under "News & Hot Links." The nomination deadline is August 18. We hope that your city will participate in this unique opportunity to spotlight your city, its leaders *and* its citizens!

Once again there will be a category for **"City Attorney of the Year."** Other categories for the Florida Cities of Excellence Awards are: City of Excellence, City Spirit Award, Mayor of the Year, Council Member of the Year, City Manager of the Year, City Finance Official of the Year, City Clerk of the Year, City Employee of the Year and Citizen of the Year.

Not only are the Florida Cities of Excellence Awards a great way to recognize and honor programs and people who make cities successful, they also are a wonderful way to promote your city!

This year's awards banquet will be held on Friday, November 17, 2006, at the Hyatt Regency Orlando International Airport Hotel. It again will be held following the Florida League of Cities Legislative Conference.

A list of the 2005 finalists and winners is available at *www.flcities.com/awards.asp*. For more information, call or e-mail Lynn Tipton (*ltipton@flcities.com*) or Beth Mulrennan (*bmulrennan@flcities.com*) at the League office, 1-(800) 342-8112.