

**IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT  
IN AND FOR SARASOTA COUNTY, FLORIDA**

SARASOTA SUNCOAST ACADEMY, INC.,  
a Florida Non-Profit Corporation,

Plaintiffs,

v.

CASE NO.: 2007-CA-009117-NC

SARASOTA COUNTY, FLORIDA,  
a political subdivision of the State of Florida, and  
PAUL RADAUSKAS, as Building Official  
for Sarasota County, Florida,

Defendants.

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**ORDER GRANTING PLAINTIFF'S MOTION FOR TEMPORARY INJUNCTION**

**THIS CAUSE** having come before the Court on August 9, 2007, upon Plaintiff's Motion for Temporary Injunction, and the Court having heard all the evidence, the testimony of all the witnesses, and upon consideration of the memorandum filed by Sarasota County, Florida, the Court enters its findings of fact, conclusions of law and order upon motion, as follows:

**FINDINGS OF FACT AND CONCLUSIONS OF LAW**

1. The Sarasota Suncoast Academy, Inc. (hereinafter Suncoast Academy) operates a charter school, known as the Suncoast Academy, pursuant to and in accordance with a charter and contract with the Sarasota County School Board (hereinafter School Board).
2. The Suncoast Academy has entered into a lease with the Sarasota Suncoast Community Church, Incorporated, (hereinafter Church) which allows it to use Church facilities for the Suncoast Academy Charter School for the 2007-2008 academic school year.
3. The Suncoast Academy planned and intended, as is required by its charter and its contract with the School Board, to open its academic school year on August 20th, 2007.
4. Approximately three hundred (300) students are presently enrolled with the Suncoast Academy Charter School, and are scheduled to start school on August 20, 2007.

5. There are twenty-nine (29) teachers and staff, some of who are on a leave of absence from the School Board, who are scheduled to commence work during the week of August 13, 2007, in preparation for the academic school year commencing the following week.
6. If the Suncoast Academy Charter School does not open, the three hundred (300) students will suffer the harm of having to have their school plan for the 2007-2008 academic school year changed. The children would be required by the School Board to attend the regular district school to which they otherwise would have been assigned based upon their residential location.
7. The teachers and staff would be harmed because they would become unemployed if the Suncoast Academy Charter School did not open as scheduled. In addition, those teachers on leave from the School Board might not be able to be reemployed by the School Board. Further, upon engaging in alternative employment, such teachers leave status with the School Board would be terminated.
8. On July 31, 2007, a notice of temporary certificate of occupancy letter, signed by Paul Raduskas, the Building Official for Sarasota County (hereinafter Temporary CO) was sent to Nathan Carr, Construction Manager for Willis A. Smith Construction, Incorporated, which granted his request, on behalf of the Church, for a temporary certificate of occupancy for a newly constructed building on the property of the Church. Pursuant to its lease with the Church, the Suncoast Academy intended to occupy the new building for use as a charter school.
9. The Temporary CO specifically provided: "zoning, the use or occupancy ... of the building as a charter school is not permitted unless a special exception is obtained, Zoning Code Article 5, Section 5.1."
10. The information and restriction contained within the Temporary CO was communicated to the School Board.
11. In response thereto, on August 6, 2007, the School Board wrote to the Suncoast Academy advising that the School Board had become aware that the Temporary CO issued by Sarasota County for the new Church building specifically prohibited the use of the church facility for the operation of a charter school.
12. The School Board set the close of business on Friday, August 10th, 2007, as a deadline for the Suncoast Academy to provide the School Board with a temporary certificate of occupancy for the Suncoast Community Church facility without any prohibition regarding the use of the facility, a valid injunction or court order authorizing Suncoast Academy to operate or a letter authorizing the use of an alternative facility. Otherwise, the School Board would terminate the charter between the School District and the Suncoast Academy.
13. Upon the termination of its charter with the School Board, the Suncoast Academy would cease operation and close its doors.

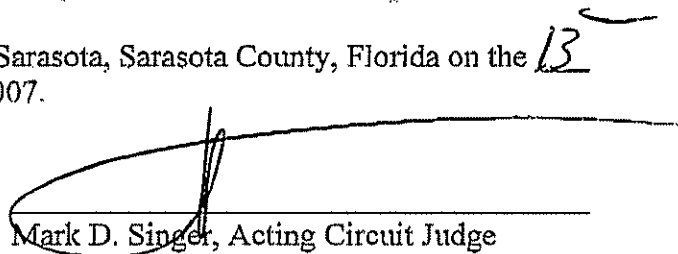
14. Sarasota County has refused and continues to refuse to delete the use restriction from the Temporary CO.
15. The Suncoast Academy cannot find an alternate location for the operation of its charter school by the August 10, 2007.
16. Pursuant to Section 1002.33, Subparagraph 18(c), Florida Statutes, a church facility may provide space to charter schools within their facility under their pre-existing zoning and land-use designation.
17. Based upon the Court's finding of fact, as set forth above, the Court concludes that the students, their families, the staff members, and the teachers at the Suncoast Academy will suffer irreparable harm unless the status quo is maintained. The status quo is the existence of a Temporary CO for the new church facility and a general law that authorizes a church to provide space to a charter school under its pre-existing zoning.
18. There is no adequate remedy at law. There is no adequate remedy for damages.
19. The Suncoast Academy has a clear legal right to the relief requested based upon the plain and unambiguous language contained in Section 1002.33, Subparagraph 18(c), Florida Statutes.
20. The public interest would be served by allowing the school to open.
21. There is a substantial likelihood that the Suncoast Academy will be successful on the merits of the case at a final hearing.

It is, therefore,

**ORDERED AND ADJUDGED** that the operation of the Sarasota Suncoast Academy, Inc. as a charter school under the temporary certificate of occupancy issued to the Suncoast Community Church, Inc, by Sarasota County, Florida, shall be temporarily permitted, and the County shall be temporarily enjoined from any enforcement action under its zoning codes, or code enforcement ordinances for a zoning code violation, in order to compel the Sarasota Suncoast Academy, Inc. to cease its operation as a charter school.

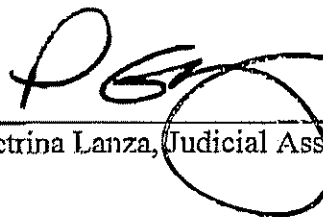
By stipulation of the County at the hearing, no injunction bond shall be required.

**DONE AND ORDERED**, in chambers, in Sarasota, Sarasota County, Florida on the 13 day of August, 2007. Nunc pro tunc to August 9, 2007.

  
Mark D. Singer, Acting Circuit Judge

**CERTIFICATE OF SERVICE**

**I HEREBY CERTIFY** that a true and correct copy of the foregoing has been furnished by U.S. Mail and facsimile to: **Robert K. Lincoln, Esquire**, Icard Merrill, 2033 Main Street, Suite 600, Sarasota, Florida 34237; **Gary K. Oldehoff, Esquire**, Sarasota County, 1660 Ringling Boulevard, Sarasota, Florida 34236 on this 13 day of August 2007.



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Petrina Lanza, Judicial Assistant