

State of Florida



# Public Service Commission

CAPITAL CIRCLE OFFICE CENTER • 2540 SHUMARD OAK BOULEVARD  
TALLAHASSEE, FLORIDA 32399-0850

**-M-E-M-O-R-A-N-D-U-M-**

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**DATE:** August 27, 2025

**TO:** Adam J. Teitzman, Commission Clerk, Office of Commission Clerk

**FROM:** Adria E. Harper, General Counsel *AEH*

**RE:** Docket 20250000-OT - Bee Ridge Utility Corporation

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Please place the attached letter to me dated August 8, 2025, from Bee Ridge Utility Corporation in Docket 20250000-OT, regarding their notice of abandonment of its wastewater utility in Sarasota County.

Thank you.

AEH:csc

# CREED & HALL

13043 WEST LINEBAUGH AVENUE  
TAMPA, FLORIDA 33626

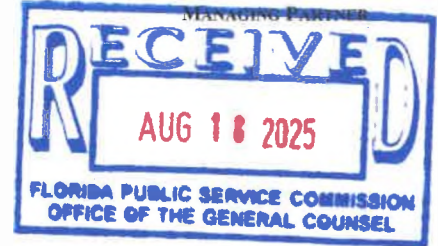
**Via Email and US Mail**

PHONE: 813.444.4332  
FAX: 813.441.6121

August 8, 2025

DCREED@CREEDLAWGROUP.COM

Florida Public Service Commission  
c/o Adria E. Harper, Esq., General Counsel  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850  
Contact Number: 850-413-6199  
Email Address: aharper@psc.state.fl.us



Re: Bee Ridge Utility Corporation  
Subject Property: 3950 Sawyer Road, Sarasota, Florida 34233  
Florida Administrative Code Rule 25-30.090  
Notice of Abandonment of Wastewater Utility

Dear Ms. Harper:

Pursuant to Florida Administrative Code Rule 25-30.090, Bee Ridge Utility Corporation located at 3950 Sawyer Road, Sarasota, Florida 34233 hereby provides notice of abandonment of its wastewater utility in Sarasota County. Notice was previously provided to Sarasota County on January 24, 2025. Please see the attached Complaint with Exhibits, as Sarasota County has already initiated receivership proceedings. Bee Ridge Utility Corporation is actively working with Sarasota County to cooperate with a transition of the wastewater facility. The relevant information required is below and if you have further questions, please contact my office.

(a) Bee Ridge Utility Corporation located at 3950 Sawyer Road, Sarasota, Florida 34233

(b) Contact information regarding this notice is as follows:

- a. Dennis A. Creed, III, Esq.
- b. 13043 West Linebaugh Avenue
- c. Tampa, Florida 33626
- d. Tel: 813-444-4332
- e. Direct: 813-444-4338
- f. Fax: 813-441-6121
- g. Email: [dcreed@creedlawgroup.com](mailto:dcreed@creedlawgroup.com)

(c) On January 24, 2025, Bee Ridge Utility Corporation provided Sarasota County notice it would be abandoning the utility on June 1, 2025, and stop providing services.

(d) On March 27, 2025, Bee Ridge Utility Corporation abandoned the wastewater utility located at 3950 Sawyer Road, Sarasota, Florida 34233.

# CREED & HALL

- (e) The wastewater utility located at 3950 Sawyer Road, Sarasota, Florida 34233 is the subject of this notice.
- (f) The reason why the wastewater system was abandoned and notice was given on January 24, 2025, was because Bee Ridge Utility Corporation's Franchise Agreement was not renewed by Sarasota County because Bee Ridge Utility Corporation could not prove it owned the land on which the utility was located.
- (g) Bee Ridge Utility Corporation is in good standing with the Department of Environmental Protection with no outstanding citations or violations.
- (h) Bee Ridge Utility Corporation's books and records are located with Christopher B. Greenfield, Esq., whose contact information is as follows:
  - a. Christopher B. Greenfield, Esq.
  - b. P.O. Box 801706 Aventura, FL 33280-1706
  - c. Phone: (305)557-2286
  - d. Fax: (866)674-8850
  - e. E-mail: AEGlawyer@aol.com.

Thank you again for your attention to this matter.

Respectfully Submitted,



Dennis A. Creed, III  
For the Firm

DAC/wb  
Enclosures

IN THE CIRCUIT COURT OF THE 12<sup>TH</sup> JUDICIAL COURT  
IN AND FOR SARASOTA COUNTY, FLORIDA  
CIVIL DIVISION

SARASOTA COUNTY,  
a political subdivision of the  
State of Florida,

Plaintiff,

v.

CASE NO: 2025 CA 001752 SC

BEE RIDGE UTILITY CORP.,  
a Florida Corporation,

CARLTON PHILIP (TTEE),

Defendant(s),

SUMMONS

THE STATE OF FLORIDA:  
TO ALL AND SINGULAR THE SHERIFFS OF SAID STATE:  
GREETINGS:

YOU ARE HEREBY COMMANDED to serve this Summons and a copy of the Complaint (Interrogatories, Request to Produce, and Request for Admissions (if applicable) or Petition in the above-styled cause upon the Defendant:

BEE RIDGE UTILITY CORPORATION  
c/o Christopher Greenfield, Esq. as Registered Agent  
3773 NE 209 Terr.  
Aventura, FL 33180

Each Defendant is hereby required to serve written defenses to the Complaint or Petition on Plaintiffs attorney, whose name and address is:

JENNIFER H. BURNS  
Assistant County Attorney  
Florida Bar No. 112404  
JOSHUA B. MOYE, COUNTY  
ATTORNEY OFFICE OF THE  
COUNTY ATTORNEY

1660 Ringling Boulevard, Second Floor  
Sarasota, FL 34236

within twenty (20) days after service of this Summons upon that Defendant exclusive of the day of service, and to file the original of said written defenses with the Clerk of said Court either before service on Plaintiffs attorney or immediately thereafter. If a Defendant fails to do so, a default will be entered against that Defendant for the relief demanded in the Complaint or Petition.

WITNESS my hand and seal of said Court on 4/17/2025, 2025.

CIRCUIT CIVIL  
2000 Main Street  
Sarasota, FL 34237  
(Court Seal)

KAREN E. RUSHING  
As Clerk of the Circuit Court



By: \_\_\_\_\_

Deputy Clerk

If you are a person with a disability who needs any accommodation in order to participate in a court proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact Sarasota County Jury Office, P.O. Box 3079, Sarasota, Florida 34230-3079. Telephone (941) 861-7400. If you are hearing or voice impaired, please call 711.

IN THE CIRCUIT COURT OF THE 12<sup>TH</sup> JUDICIAL COURT  
IN AND FOR SARASOTA COUNTY, FLORIDA  
CIVIL DIVISION

SARASOTA COUNTY,  
a political subdivision of the  
State of Florida,

Plaintiff,

v.

CASE NO: 2025 CA XXXXXX NC

BEE RIDGE UTILITY CORP.,  
a Florida Corporation,

CARLTON PHILIP (TTEE),

Defendant(s),

---

**SARASOTA COUNTY'S PETITION TO APPOINT A RECEIVER TO OPERATE  
THE ABANDONED WASTEWATER SYSTEM ASSETS OF  
THE BEE RIDGE UTILITY CORP.**

Petitioner, SARASOTA COUNTY, a political subdivision of the State of Florida ("Sarasota County"), acting pursuant to Section 367.165, Florida Statutes, hereby petitions and requests this Court to appoint a receiver to operate the abandoned utility assets of the BEE RIDGE UTILITY CORP., a Florida Corporation, ("Bee Ridge Utility"). Also named in this petition is CARLTON PHILIP (TTEE), as the owner of the property where Bee Ridge Utility is located. Sarasota County files this petition on the following grounds:

**GENERAL ALLEGATIONS**

1. This is an action for the appointment of a Receiver to operate the Utility owned and/or operated by Defendants, in Sarasota County, Florida, in accordance with Section 367.165, Florida Statutes, and Sarasota County Code of Ordinances Sections Sec. 126-131 and 126-132.
2. Petitioner, Sarasota County, is a political subdivision of the State of Florida.

3. Defendant, Bee Ridge Utility, is a Florida for profit corporation that operates a private wastewater utility (the "Utility") within the jurisdictional limits of Sarasota County.

4. Defendant, CARLTON PHILIP (TTEE), is the owner of the property where Utility systems are located (the "Property") for the Bee Ridge Utility. A copy of the Property Record Information is attached hereto as Composite Exhibit A.

5. The Property is located at 3950 Sawyer Road, Sarasota, Florida 34233 and the plats are legally described as follows:

**A PARCEL OF LAND SHOWN IN PLAT OF MEDICAL CENTER OF SARASOTA AS NOT INCLUDED DESC AS COM NE COR OF OF NW 1/4 SEC 3 TH S-0-4-30-E 510 FT TH S-89-59-51-W 295.13 FT TH N-0-0-9-W 52 FT FOR POB TH S- 89-59-51-W 117.13 FT TH N-0-0-9- 117.53 FT TH N-0-0-9-W 90 W 90 FT TH N-89-59-51-E 117.53 FT TH S-0-0-9-E 90 FT TO POB BEING PART OF LOT 1 BLK LOT 1 BLK 2 BEE RIDGE REPLAT**

and

**THAT PART OF LOT 1 BLK 2 LYING S OF THE MEDICAL CENTER OF SARASOTA PH 2 & N OF BEE RIDGE MEDICAL CENTER CONDO CONTAINING 1.1 C-AC M/L BEE RIDGE REPLAT**

6. The Bee Ridge Utility previously entered into a Franchise Agreement with Sarasota County, a copy of which is attached hereto as Exhibit B and incorporated herein by reference.

7. The Franchise Agreement expired without renewal, because the Bee Ridge Utility was unable to provide evidence to Sarasota County that the Bee Ridge Utility owned the land or had an agreement in place for the long-term continuous use of the land where the Utility is located.

8. Since the expiration of the Franchise Agreement, the Bee Ridge Utility has been operating as a Franchisee without a valid franchise agreement.

### **COUNT I: PETITION FOR RECEIVERSHIP**

9. On January 24, 2025, the Bee Ridge Utility notified Sarasota County that it “will be shutting down services on June 1, 2025.” A copy of the notice is attached hereto as Exhibit C and incorporated herein by reference.

10. On or about March 25, 2025, Bee Ridge Utility’s licensed operator, Jim Novak, notified Sarasota County that the Utility was currently failing and actively spilling onsite. Jim Novak indicated that Bee Ridge was refusing to provide the necessary funds to maintain and operate the Utility, and Jim Novak requested Sarasota County take emergency measures and assist to protect against actual harm to public health, safety and welfare.

11. On or about March 27, 2025, the Bee Ridge Utility stated “[a]s discussed, Mr. Novak, the present operator of the facility, notified my client that effective immediately he no longer would be servicing the facility. Not owning the subject property in which the facility operates, and without an operator and no revenue flowing to Bee Ridge and its inability to increase its revenue, it has no ability to sustain any operations.” A copy of such notice is attached hereto as Exhibit D and incorporated herein by reference.

12. Pursuant to Sarasota County Code of Ordinances Section 126-131, “a Utility is considered abandoned when the Franchisee fails to administer, manage and operate the Utility, resulting in potential or actual harm to public health, safety and welfare.”

13. Pursuant to Section 367.165, Florida Statutes, “no person, lessee, trustee, or receiver owning, operating, managing or controlling a utility shall abandon the utility without giving 60 days’ notice to the county or counties in which the utility is located and to the [Public Service Commission].”



14. Pursuant to Sarasota County Code of Ordinances Section 126-132, "no Franchisee shall abandon the Utility without giving a 120-day notice to the County."

15. On information and belief, the Bee Ridge Utility abandoned the Utility without giving the Public Service Commission 60 days' notice that the Bee Ridge Utility would be abandoning the Utility on March 27, 2025.

16. On information and belief, the Bee Ridge Utility abandoned the Utility without giving Sarasota County 60 days' notice or 120 days' notice that the Bee Ridge Utility would be abandoning the Utility on March 27, 2025.

17. Without intervention of the Court, and/or Sarasota County, the net effect of such abandonment would be the cessation of wastewater services to numerous residential and commercial customers.

18. The stated intent of Section 367.165, Florida Statute, and Sarasota County Code of Ordinances Section 126-132 is that service to the customers of a utility not be interrupted by the abandonment or placement into receivership of the utility.

19. Pursuant to Section 367.165(2), Florida Statutes, the County affected by the abandonment of a utility shall petition the circuit court of the judicial circuit in which such utility is domiciled to appoint a receiver, which may be the governing body of a political subdivision or any other person deemed appropriate.

20. Pursuant to Sarasota County Code of Ordinances Section 126-131(a)(3) provides that the Board of County Commissioner shall apply to the circuit court for receivership in the event a utility is abandoned.

21. Defendant, Bee Ridge Utility, has abandoned the Utility by failing to continue to administer, manage, and operate the Utility.

22. Defendant, Bee Ridge Utility, is a proper party as it has "control" over some or all of the Utility and/or the Utility's indispensable real property, easements, books and records, and other tangible property necessary for the continued operation of the Utility as required by Section 167.165, Florida Statutes.

23. Defendant, CARLTON PHILIP (TTEE), is a proper party as it has "control" over some or all of the Utility's indispensable real property necessary for the continued operation of the Utility as required by Section 167.165, Florida Statutes.

24. Pursuant to the terms of the Franchise Agreement, the Sarasota County and the Bee Ridge Utility previously agreed that in the event it became necessary to have a receiver appointed for the operation of the Utility's system, that the Sarasota County and the Bee Ridge Utility would seek to have the members of the Board of County Commissioners of Sarasota County, Florida and their successors in office, appointed as receiver. See Exhibit B, Page 5.

25. Pursuant to Section 367.165(2), Florida Statutes, Sarasota County may be appointed as receiver of the Bee Ridge Utility.

26. Sarasota County has knowledge, experience, and expertise in operating wastewater collection and treatment systems as it provides potable water, wastewater, and reclaimed water utility services to roughly One Hundred and Ten Thousand (110,000) customer accounts within the unincorporated geographic area of Sarasota County.

27. Sarasota County is willing to serve as a receiver for the abandoned Bee Ridge Utility provided it is granted all authority and power required for it to operate the abandoned assets, including, but not limited to, the rights to:

- a. maintain, repair, replace, improve, expand, and contract the system as may be necessary and appropriate;

- b. collect all fees, charges, and costs associated therewith, including those of the receiver, from system customers and users whether through billing, the establishment of Municipal Services Benefit Unit(s) in accordance with Section 125.01 (q), Florida Statutes, or other methods, and from any available alternate funding sources; and
- c. connect some or all existing Bee Ridge Utility customers to any other public or private wastewater systems with adequate capacity in accordance with and subject to any applicable requirements and payments.

28. That as Petitioner is a political subdivision of the State of Florida, it requests that any bond be waived pursuant to Rule .610(b), Fla. R. Civ. P.

**WHEREFORE**, Petitioner Sarasota County respectfully requests:

- (1) The Court enter an order appointing Sarasota County as receiver to operate the abandoned Utility assets of Bee Ridge Utility, and further granting Sarasota County, as receiver, all authority and power necessary to operate, manage, and provide utility service through those assets until such time as Sarasota County disposes of the assets in a manner designed to continue the efficient and effective operation of the utility service pursuant to the requirements of Section 367.165, Florida Statutes.
- (2) The Court to enjoin the Defendant from taking any action that would interfere with the efficient and effective operation of said utility service pursuant to the requirements of Section 367.165, Florida Statutes, and applicable provisions of the Florida Administrative Code, until such time as their interests, if any, are determined and adjudicated.

(3) The Court award Petitioner Sarasota County all costs of the receivership, including expenses of the receiver in operating and disposition go the utility, attorneys fees and table costs incurred by the receiver and the Petitioner, be assessed against and paid by the owners of the Utility.

**DESIGNATION OF EMAIL ADDRESSES**

PLEASE TAKE NOTICE that in compliance with Florida Rule of Judicial Administration 2.516, the undersigned designates the following email addresses to be used for service of all court papers in this action:

jburns@scgov.net - Primary  
aimilantoni@scgov.net - Secondary

sshaw@scgov.net - Primary  
mebishop@scgov.net - Secondary

Dated this 11th day of April, 2025.

RESPECTFULLY SUBMITTED,

Jennifer Burns, Assistant County Attorney  
Stephen Shaw, Assistant County Attorney  
Joshua B. Moye, County Attorney  
Office of the County Attorney  
1660 Ringling Blvd., Second Floor  
Sarasota, Florida 34236  
Telephone: (941) 861-7257  
jburns@scgov.net - Primary  
aimilantoni@scgov.net - Secondary  
*Counsel for Petitioner, Sarasota County, Florida*

BY: Jennifer Burns  
Jennifer Burns  
Assistant County Attorney  
Florida Bar No.: 112404

# **COMPOSITE EXHIBIT A**



**Bill Furst**  
**SARASOTA COUNTY**  
**PROPERTY APPRAISER**

**Property Record Information for 0070030003**

**Ownership:**

CARLTON PHILIP (TTEE)

C/O SANDI BAKER 3745 SOMERVILLE DR, SARASOTA, FL,  
34232-4451

**Situs Address:**

3950 SAWYER RD SARASOTA, FL, 34233

**Land Area:** 10.578 Sq.Ft.

**Municipality:** Sarasota County

**Subdivision:** 0681 - BEE-RIDGE SUB PLAT VACATING ELDORADO SUB

**Property Use:** 8150 - Water and sewer Utility

**Status:** OPEN

**Sec/Twp/Rge:** 03-37S-18E

**Census:** 121150017021

**Zoning:** OPI - OFFICE, PROFESSIONAL INSTITUTIONAL

**Total Living Units:** 0

**Parcel Description:** A PARCEL OF LAND SHOWN IN PLAT OF MEDICAL CENTER OF SARASOTA AS NOT INCLUDED DESC AS COM NE COR OF OF NW 1/4 SEC 3 TH S-0-4-30-E 510 FT TH S-89-59-51-W 295.13 FT TH N-0-0-8-W 52 FT FOR POB TH S- 89-59-51-W 117.13 FT TH N-0-0-8- 117.53 FT TH N-0-0-8-W 90 W 90 FT TH N-89-59-51-E 117.53 FT TH S-0-0-4-E 90 FT TO POB BEING PART OF LOT 1 BLK LOT 1 BLK 2 BEE RIDGE REPLAT

**Buildings**

Vacant Land

**Extra Features**

There are no extra features associated with this parcel.

**Values**

Year	Land	Building	Extra Feature	Advt	Assessed	Exemptions	Taxable	Cap.
2024	\$174,200	\$0	\$3,000	\$177,200	\$82,424	\$0	\$82,424	\$114,778
2023	\$87,700	\$0	\$3,300	\$91,000	\$58,749	\$0	\$58,749	\$34,251
2022	\$72,400	\$0	\$3,500	\$75,900	\$51,580	\$0	\$51,580	\$24,310
2021	\$42,700	\$0	\$4,200	\$46,900	\$48,900	\$0	\$48,900	\$0
2020	\$41,000	\$0	\$4,300	\$45,300	\$45,300	\$0	\$45,300	\$0
2019	\$52,900	\$0	\$4,500	\$57,400	\$57,400	\$0	\$57,400	\$0
2018	\$52,900	\$0	\$2,100	\$55,000	\$55,000	\$0	\$55,000	\$0
2017	\$52,900	\$0	\$2,200	\$55,100	\$53,570	\$0	\$53,570	\$1,530
2016	\$48,500	\$0	\$2,200	\$48,700	\$48,700	\$0	\$48,700	\$0
2015	\$44,400	\$0	\$2,300	\$46,700	\$46,700	\$0	\$46,700	\$0

Property taxes may be affected with change in ownership. When buying real estate, you should not assume that property taxes will remain the same. Use our tax estimator to estimate your new taxes.

**Current Exemptions**

Homestead Property: No

There are no exemptions associated with this parcel.

**Sales & Transfers**

Transfer Date	Recorded Consideration	Instrument Number	Qualification Code	Grantor/Seller	Instrument Type
5/3/1983	\$100	1583/1876	11	CONLON CORP NV	OT
1/4/1983	\$482,143	1587/101	01	THE UNITED PROTESTANT CHURCH OF SARASOTA FL	WD
7/2/1982	\$1,800	1523/1385	11	CONLON CORP NV	WD
12/18/1980	\$1,000	1412/1338	11	BELLINO CONCETTA PR	OT

**Associated Tangible Accounts**

There are no associated tangible accounts for this parcel.

4/11/25, 3:19 PM

sc-pa.com/propertysearch/parcel/details/0070030003

Property record information last updated on: 4/10/2025

### FEMA Flood Zone Information provided by Sarasota County Government

ⓘ Different portions of a property can be in different flood zones. Click to view the Flood Zone Map.

FIRM Panel	Floodway	SFHA ***	Flood Zone **	Community	Base Flood Elevation (ft)	CFHA *
0181G	OUT	OUT	X	125144		OUT

\* If your property is in a SFHA or CFHA, use the Flood Zone Map to determine if the building footprint is within the flood area.

\*\* For more information on flood and flood related issues specific to this property, call (941) 881-6000

\*\*\* Federal law requires flood insurance for all properties in SFHAs with federally backed mortgages.

FEMA Flood Zone Data provided by Sarasota County Government as of 6/25/2024

For general questions regarding the flood map, call (941) 881-5000.



**Bill Furst**  
**SARASOTA COUNTY**  
**PROPERTY APPRAISER**

**Property Record Information for 0070030002**

**Ownership:**

CARLTON PHILIP J (TTEE)  
C/O DUCHARME, MCWILLEN & ASSOC PO BOX 50610,  
INDIANAPOLIS, IN, 46280-0610  
Situa Address:  
3950 SAWYER RD SARASOTA, FL 34233

**Land Area:** 46,800 Sq.Ft.

**Municipality:** Sarasota County

**Subdivision:** 0681 - BEE RIDGE SUB PLAT VACATING ELDORADO SUB

**Property Use:** 1004 - Vacant condo land commercial/industrial

**Status:** OPEN

**Sec/Twp/Rge:** 03-37S-18E

**Census:** 121150017021

**Zoning:** OP1 - OFFICE PROFESSIONAL INSTITUTIONAL

**Total Living Units:** 0

**Parcel Description:** THAT PART OF LOT 1 BLK 2 LYING S OF THE MEDICAL CENTER OF SARASOTA PH 2 & N OF BEE RIDGE MEDICAL CENTER CONDO CONTAINING 1.1 C-AC M/L BEE RIDGE REPLAT

**Buildings**

Vacant Land

**Extra Features**

There are no extra features associated with this parcel

**Values**

Year	Land	Building	Extra Feature	Just	Assessed	Exemptions	Taxable	Car
2024	\$393,600	\$0	\$0	\$393,600	\$393,097	\$0	\$393,097	\$30,503
2023	\$359,100	\$0	\$0	\$359,100	\$330,088	\$0	\$330,088	\$29,012
2022	\$408,100	\$0	\$0	\$408,100	\$300,080	\$0	\$300,080	\$108,020
2021	\$272,800	\$0	\$0	\$272,800	\$272,800	\$0	\$272,800	\$0
2020	\$249,100	\$0	\$0	\$249,100	\$249,100	\$0	\$249,100	\$0
2019	\$234,000	\$0	\$0	\$234,000	\$234,000	\$0	\$234,000	\$0
2018	\$234,000	\$0	\$0	\$234,000	\$234,000	\$0	\$234,000	\$0
2017	\$234,000	\$0	\$0	\$234,000	\$229,490	\$0	\$229,490	\$7,510
2016	\$205,900	\$0	\$0	\$205,900	\$205,900	\$0	\$205,900	\$0
2015	\$198,600	\$0	\$0	\$198,600	\$198,600	\$0	\$198,600	\$0

Property taxes may be affected with change in ownership. When buying real estate, you should not assume that property taxes will remain the same. Use our tax estimator to estimate your new taxes.

**Current Exemptions**

Homestead Property: No

There are no exemptions associated with this parcel

**Sales & Transfers**

Transfer Date	Recorded Consideration	Instrument Number	Classification Code	Grantor/Buyer	Instrument Type
5/11/1983	\$0	1583/1676	X2		NA


**Associated Tangible Accounts**

There are no associated tangible accounts for this parcel

Property record information last updated on: 4/18/2025

**FEMA Flood Zone Information provided by Sarasota County Government**



 Different portions of a property can be in different flood zones. Click to view the Flood Zone Map.

<u>FIRM Panel</u>	<u>Floodway</u>	<u>SFHA ***</u>	<u>Flood Zone **</u>	<u>Community</u>	<u>Base Flood Elevation (ft)</u>	<u>CFHA *</u>
0161G	OUT	OUT	X	125144		OUT

\* If your property is in a SFHA or CFHA, use the Flood Zone Map to determine if the building footprint is within the flood area.  
 \*\* For more information on flood and flood related issues specific to this property, call (841) 881-5000  
 \*\*\* Federal law requires flood insurance for all properties in SFHAs with federally backed mortgages.  
 FEMA Flood Zone Data provided by Sarasota County Government as of 6/25/2024  
 For general questions regarding the flood map, call (841) 881-5000.

# **EXHIBIT B**

CONTRACT NO. 2013-002

BCC APPROVED 6/12/14

**FRANCHISE RENEWAL  
GRANTED BY THE BOARD OF COUNTY  
COMMISSIONERS TO SARASOTA COUNTY,  
FLORIDA**

**TO**

**BEE RIDGE UTILITY CORPORATION**

**STATE OF FLORIDA  
COUNTY OF SARASOTA  
KNOW ALL MEN BY THESE PRESENTS:**

Utility WHEREAS, on August 16, 1983, the Board of County Commissioners (the "Board") granted an exclusive 20-year sewer only franchise (the "Franchise") to Bee Ridge Utility Corporation (the "Utility"), authorizing the Utility to provide wastewater treatment Service ("Service") to properties located within a designated area of unincorporated Sarasota County, as more particularly described on Exhibit "A", attached hereto and by this reference, incorporated herein (the "Franchise Area"); and

WHEREAS, the Franchise expired by its own terms on August 15, 2003 and since that time, the Utility and the County have been engaged in intermittent discussions regarding the County's acquisition of the Utility's wastewater system while the Utility acted in a *de facto* franchisee capacity, continuing to provide Service to the Franchise Area; and

WHEREAS, the Sarasota County Code of Ordinances (the "County Code") does not provide for a privately owned utility to provide Service as a *de facto* franchisee and it is necessary that Utility either apply for a new franchise or cease operation of its sewerage system; and

WHEREAS, the Utility desires to continue providing Service to the Franchise Area and has filed an application to reinstate and renew its Franchise.

WHEREAS, the county finds that reinstating and renewing Utility's exclusive Franchise, as amended herein, for the purpose of operating and maintaining a sewerage system (as the "System") within the designated Franchise Area is in the public interest and that permission should be granted to operate and maintain sewerage lines along County roads and highways within the Franchise Area for necessary and useful purposes for the benefit of the land owners and residents within said area, with the right and authority to use the utility easements in said area for the maintenance of such sewerage lines; and

WHEREAS, the Utility has met the minimum filing requirements for renewal of its Franchise as set forth in Section 126-117(d) of the Code; and

BOARD RECORDS  
FILED FOR THE RECORD  
2014 JUN 12 PM 2:29  
KAREN E. RUSHING, CLERK OF THE CIRCUIT COURT  
SARASOTA COUNTY, FLORIDA

WHEREAS, on June 11, 2014, at a duly-advertised public meeting, the Board considered the Utility's request to reinstate and renew its Franchise and approved the reinstatement and the renewal for a period of ten (10) years.

NOW, THEREFORE, SARASOTA COUNTY, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, recognizing the public character of the sewerage system to be operated by the Utility and the attendant expense and investment of capital necessary for the proper maintenance of the System, does hereby reinstate and renew the Franchise granted to the Utility, as amended herein, for the period of ten (10) years from the date hereof, subject to the provision of the Laws of the State of Florida and the rules, regulations and ordinances adopted or hereafter adopted by the County, provided Utility shall make the annual reports and pay such assessments as are required by the aforesaid rules, regulations and ordinances of the County. This Franchise Renewal grants Utility the sole right to operate the System, conditioned upon the faithful performance of the covenants herein by the Utility to own, maintain and operate within the Franchise Area, a public utility system, to serve the inhabitants within the Franchise Area, under such reasonable rules and regulations for the management and control of the business as the Utility may adopt, as do not conflict with the Laws of the State of Florida, the rules, regulations and ordinances adopted by the County, subject to the following covenants, terms, conditions, and provisions as are herein set forth:

1. The enumeration herein of special requirements and specific regulations shall not be taken or held to imply the relinquishment by the County of its power to make other reasonable requirements or rules, regulations or ordinances, and the County hereby expressly reserves the right to change the boundaries of the Franchise Area when it is proven more economically feasible for a contiguous public or private utility to serve all or a portion of the Franchise Area, the right to make all regulations which may be necessary or proper to secure the safety, welfare and accommodation of the public, including, among other things, the right to adopt and enforce regulations to protect the public from danger and inconvenience in the management and operation of the System, and to provide such Service as is contemplated by this Franchise; and furthermore, nothing contained herein shall constitute a waiver of any of the requirements of the utility rules and regulations heretofore adopted by the County. The County may also require the Utility to expand the Franchise Area to include adjacent lands unless the Utility can show good cause why it would not be economically feasible to serve such adjacent lands.
2. The provisions of this Franchise Renewal shall apply both to Utility's existing plants and systems and to any alteration, substitution or extension thereof. Upon acceptance of this Franchise Renewal, Utility assumes the responsibility to continue to provide Service to the Franchise Area.
3. Permits shall be obtained by the Utility from the County before constructing or doing any work on the sewerage piping or other System facilities, except routine maintenance work done elsewhere than in public thoroughfares; and the County reserves the right to determine the location of pipe lines and their depth below grade, and the Utility agrees to abide by the decision of the County. Utility shall show

evidence of approval by the appropriate state agencies prior to the issuance of any permit under this paragraph.

4. The Utility shall exercise due care in the use of the street, avenue, median strip, alleyways and other easements over which the franchise privileges extend and shall cause no unnecessary obstruction or unnecessary interruption of public travel. The Utility shall use due diligence in making excavations or other repairs and, after the completion of all such work, shall restore the affected streets, avenues, median strips, alleyways and other easements to their former condition.
5. The Utility shall, at its own expense, upon thirty (30) days written notice from the County, remove or relocate any part of its system as may be required by the County for the convenient, safe or continuous use or maintenance, improvement, extension or expansion of any public road in the County.
6. Utility, upon demand of the County, shall, at its expense, promptly correct any facility of the System that in the County's opinion, caused or contributed to the damage or failure of any public road, street, alley, parking area, median strip, easement or the like, or the drainage facilities related thereto. Utility shall in such case, also at its expense, repair the damage or failure sustained by the public road, street, alley, parking area, easement or the like, or the drainage facilities related thereto.
7. If the County shall perform any acts required of Utility hereunder, Utility shall, upon ten (10) days written notice pay County all costs incurred by County in accomplishing the same, which costs shall include, but not be limited to, all court costs and attorney's fees including costs and fees incurred in recovering any amount due from Utility.
8. Utility shall hold the County and the individual members of the Board of County Commissioners harmless from the payment of any compensation or damages resulting from the exercise of the privileges or obligations granted hereby.
9. Nothing herein contained shall be construed to mean that Sarasota County, Florida, shall be responsible for the maintenance or repair of any of the streets, roads or highways within the Franchise Area unless previously accepted by the County for maintenance.
10. Within thirty (30) days of execution of this Franchise Renewal, Utility shall furnish to the County one (1) complete set of updated "as-built" drawings of the System plant or plants and underground collection lines.
11. Operation of Utility's System shall be under the direct control and responsibility of an operator whose qualifications are satisfactory to the appropriate state agencies. In the event any law, ordinance or regulation is enacted which makes compulsory the

certification or licensing of sewerage plant operators, the Utility will comply with same.

12. The Franchise shall not be assigned or transferred without the written consent of the County, which consent, if given, shall be evidenced by a written resolution adopted by the Board.
13. In order that the County may properly make rate determinations, the following shall be required in addition to the other lawful requirements:
  - a. Utility shall maintain its records of account according to the Uniform System of Accounts for Class C Water Utilities as adopted by the National Association of Regulatory Utility Commissioners, as revised from time to time.
  - b. Utility shall submit an annual balance sheet and statement of operation to the County. These statements must be prepared based on the records which are maintained according to the Uniform System of Accounts. The statements should be received following the fiscal year adopted by the Utility within the time of the filing of the Federal Income Tax Return including any actual extension thereof.
  - c. On its operating statement, Utility shall compute depreciation taken as to an expense using the straight line method.
  - d. The Utility shall comply with all of the requirements of Section 4 of Section 126-114 of the County Code
14. Utility is authorized to charge the rates as set forth in Appendix "B". Such rates shall not be changed except with the prior consent had and obtained of the County after written application therefore made in the manner provided by Section 126-120 of the County Code. Utility shall pay the legal rate of interest on any deposit by crediting the customer annually or in such other manner as may be authorized by law. Utility shall not enter into any pay-back agreement or other contractual relation in the nature of a pay-back agreement for providing the services permitted by the Franchise for a period in excess of one (1) year without the prior written consent of the County, and all pay-back agreements shall be in writing and a copy furnished to the County.
15. Utility shall maintain accurate records of the actual cost of construction and investment in all System assets. Utility shall keep a separate and accurate record of all contributions in aid of construction. The Utility further agrees to provide for the inspection of books, records, and account periodically and that a charge, therefore, may be made against the Utility by the County, not to exceed five percent (5%) per year of the Utility's gross receipts derived under this Franchise or amendments thereto, such charge to be automatically a part of the utility rate and charges pro rata to the customers of the Utility as required by the rules and regulations and ordinances of Sarasota County, Florida.

16. In the event of the interruption or stoppage of the Service provided for herein, except for necessary repairs and maintenance, for any reason or period of time whatsoever, or whenever such interruption or stoppage of service is imminent, the County reserves the right for itself and for any utility user, to request the appointment of a receiver to assume the responsibility of operating the System and preventing the interruption or stoppage of the Service, and the Utility agrees that whenever for any reason it appears to the Utility that interruption or stoppage of Service is threatened or appears to be imminent, Utility shall immediately give written notice of the interruption or stoppage to the County.
17. If the Utility shall violate any of the terms and conditions of this Franchise Renewal and shall not correct or remedy same within twenty (20) days of receiving written notice from the County or one of its duly authorized representatives, then and in that event, the County, at its option, may revoke, cancel and terminate this Franchise Renewal in accordance with the rules, regulations and ordinances of Sarasota County, Florida, and the County may petition the Circuit Court for the appointment of a receiver.
18. If it shall become necessary to have a receiver appointed for the operation of the Utility's system, the parties hereto agree to seek the appointment of the members of the Board of County Commissioners of Sarasota County, Florida and their successors in office, as the receiver.
19. This Franchise Renewal shall terminate at such time as the County determines: (1) that a governmentally owned central system has the capability to service the Franchise Area, or (2) if Utility's Franchise Area is within the area of an existing franchise. The County must give at least six (6) months notice to Utility for termination of the Franchise Renewal pursuant to this Section. Upon receipt of said written notice, Utility shall within said time and at its expense, connect to the central system and immediately discontinue the use of its sewerage plant. Upon connection to the central system, all lines, easements and rights-of-way sufficient to maintain all lines shall become the property of the central system. On termination of this Franchise, Utility, its successors or assigns, shall have no further right to collect any fees or make any charges to customers of the central system, and all customers of Utility shall become the customers of the central system. Further, upon termination, Utility shall have no further rights whatsoever under this Franchise Renewal.
20. This reinstatement and renewal of the Franchise shall not be a bar to the acquisition of the System by the County or any other governmental agency by lawful means.
21. This Franchise Renewal shall be first executed by the Utility and then presented to the County for its approval and execution. It shall be of no force or effect until fully executed by both parties, after which it shall be binding upon the parties and their successors and assigns.

22. Notwithstanding anything to the contrary herein above stated, the provisions of Article IV, Chapter 126 of the County Code relating to the regulation of water and sewer systems shall control in the event of any conflict between the County Code and the terms and conditions of this Franchise or any amendments hereafter approved. Should a conflict exist between the terms and conditions of this Franchise Renewal or any of Utility's rules and regulations, then, in that event, the terms and conditions of this Franchise Renewal shall control.

IN WITNESS WHEREOF, the Board of County Commissioners of Sarasota County, Florida, has caused this Franchise to be executed in the name of Sarasota County, by the Chair and attested by its Clerk, this 19<sup>th</sup> day of JUNE, 2012.

BOARD OF COUNTY COMMISSIONERS  
OF SARASOTA COUNTY, FLORIDA

BY: [Signature]  
CHAIR

ATTEST:

Clerk of the Circuit Court and  
Ex-Officio Clerk of the  
Board of County Commissioners

BY: [Signature]  
DEPUTY CLERK

APPROVED AS TO FORM AND CORRECTNESS

[Signature]  
COUNTY ATTORNEY



BEE RIDGE UTILITY CORPORATION

By: [Signature]  
It's President

WITNESS:

[Signature]  
Signature  
DAVE GREENFIELD  
Print

STATE OF FLORIDA }  
COUNTY OF SARASOTA } SS:

On the 28 day of February, 2012, before me, a Notary Public in and for said County and State, personally appeared A.J. Lipp, President and [Signature], to me known and acknowledged before me that he executed the foregoing Franchise as an official act.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires:



[Signature]  
Notary Public  
State of Florida at large

## APPENDIX "A"

### LEGAL DESCRIPTION OF FRANCHISE AREA

***Description from Franchise Agreement dated August 16, 1983***

LOTS 1 AND 2, BLOCK 2, OF SECTION 3-37-18, BEE RIDGE FARMS, RECORDED IN PLAT BOOK 1, PAGE 248, PUBLIC RECORDS OF MANATEE CO., FLORIDA, ALSO BEING RECORDED IN PLAT BOOK "A", PAGE 40, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA (BEING THE SAME AS LOTS 1 AND 2, REPLAT OF TRACTS 1 AND 2, BLOCK 2, BEE RIDGE FARMS, RECORDED IN PLAT BOOK 3, PAGE 14, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA).

***Description from Franchise Extension dated December 16, 1986***

BEGIN AT THE N.W. CORNER OF LOT 6 BLOCK 1 BEE RIDGE FARMS SUBDIVISION SECTION 3, TOWNSHIP 37 SOUTH, RANGE 18 EAST, AS PER PLAT THEREOF PLAT BOOK A PAGE 40 SARASOTA COUNTY PUBLIC RECORDS, SAID POINT BEING 24 FEET EAST OF THE CENTER LINE OF SAWYER ROAD, THENCE EAST 594.75 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE EAST 112.02 FEET TO THE WEST RIGHT OF WAY LINE OF SEABOARD COAST LINE RAILROAD; THENCE SOUTH 12° 25' EAST, 492.01 FEET ALONG RAILROAD RIGHT OF WAY; THENCE WEST 252.81 FEET, THENCE NORTH 110 FEET; THENCE EAST 115.96 FEET; THENCE NORTH 12° 25' WEST PARALLEL TO RAILROAD RIGHT OF WAY 266.74 FEET; THENCE WEST 23.61 FEET; THENCE NORTH 110 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.59 ACRES OF LAND MORE OR LESS.

**APPENDIX "B"**

**RATES**

**EXHIBIT "A"**

**BEE RIDGE UTILITY CORPORATION**

**SEWER SERVICE RATES**

<u>Meter Size</u>	<u>Monthly Base / Flat Rate Charge</u>
<u>Residential Service</u>	
<u>Multi-Unit Customers</u>	
Flat Rate	\$46.72
<u>General Service</u>	
<u>Meter Size</u>	
5/8"	\$46.72
1"	\$116.80
1 1/2"	\$233.60
2"	\$373.76
3"	\$747.51
4"	\$1,167.99
6"	\$2,335.98
8"	\$3,737.56
10"	\$5,372.75
<u>Consumption Charge</u>	
Per Thousand (General Service customers only)	\$5.23

HARATESWFFLESBECHIDGENEW CLASS OF SERVICE FOR MULTI-UNIT RESIDENTIAL CUSTOMERS RESOLUTION  
HMS - NEW CLASS OF SERVICE.DOC

STATE OF FLORIDA  
COUNTY OF SARASOTA  
I HEREBY CERTIFY THAT THE FOREGOING IS A  
TRUE AND CORRECT COPY OF THE ORIGINAL FILED  
IN THIS OFFICE WITNESS MY HAND AND OFFICIAL  
SEAL THIS DATE 6/12/2003  
KAREN E. RUSHING, CLERK OF THE CIRCUIT COURT  
OF THE COUNTY OF SARASOTA  
BY: [Signature] DEPUTY CLERK

**APPENDIX "C"**

**NO SPECIAL CONDITIONS.**

STATE OF FLORIDA  
COUNTY OF SARASOTA  
I HEREBY CERTIFY THAT THE FOREGOING IS  
TRUE AND CORRECT COPY OF THE RECORDS  
IN THIS OFFICE.  
10/12/12  
CLERK OF THE COUNTY  
CLERK OF THE COUNTY  
CLERK OF THE COUNTY  
CLERK OF THE COUNTY  
CLERK OF THE COUNTY

# EXHIBIT C

LAW OFFICES  
**ROY R.  
LUSTIG**, A Professional Association

One Aventura  
20900 NE 30th Avenue  
Suite 600  
Aventura, FL 33180  
Telephone (305) 371-4213  
E-Mail: Roy@RLustig-law.com

Roy R. Lustig, Esq.  
Alan E. Greenfield, P.A.  
Of Counsel

January 24, 2025

Brooke D. Bailey, Director  
Public Utilities  
Sarasota County Public Utilities  
1001 Sarasota Center Blvd  
Sarasota, Florida 34240  
Transmitted by E-mail: [brbailey@scgov.net](mailto:brbailey@scgov.net)

Re: Bee Ridge Utility Corp.

Dear Ms. Bailey:

As previously discussed, the undersigned represents Bee Ridge Utility Corp ("Bee Ridge").

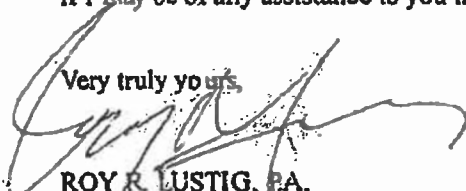
I am in receipt of your email from yesterday regarding Sec 126-132-Abandonments of Franchises under the Code.

In our conversation the other day, I was giving you 30 days' advance notice before implementing the 120 days' notice pursuant to the referenced code, notwithstanding the fact that Bee Ridge is not a franchisee.

In any event, this letter shall give notice to the County of Sarasota that Bee Ridge Utility Corp will be shutting down services on June 1, 2025. Bee Ridge is willing to cooperate with the County in order to make the transition as smooth as possible.

If I may be of any assistance to you in this matter, please do not hesitate to contact me.

Very truly yours,



ROY R. LUSTIG, P.A.  
RRL/sam  
cc: Client

# **EXHIBIT D**



LAW OFFICES  
**ROY R.  
LUSTIG**, A Professional Association

---

One Aventura  
20900 NE 30th Avenue  
Suite 600  
Aventura, FL 33180  
Telephone (305) 371-4213  
E-Mail: Roy@RLustig-law.com

Roy R. Lustig, Esq.  
Alan E. Greenfield, P.A.  
Of Counsel

March 27, 2025

Stephen Shaw, Esq.,  
Assistant County Attorney  
Sarasota County  
1660 Ringling Blvd, 2<sup>nd</sup> Floor.  
Sarasota, Florida 34236  
Transmitted by E-mail: [SShaw@scgov.net](mailto:SShaw@scgov.net)

Re: Bee Ridge Utility Corp.

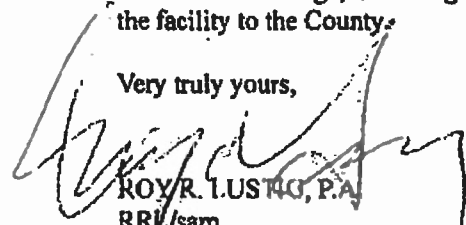
Dear Mr. Shaw:

In following up your letter of yesterday and our subsequent phone conversation, the undersigned represents Bee Ridge Utility Corp ("Bee Ridge").

As discussed, Mr. Novak, the present operator of the facility, notified my client that effective immediately he no longer would be servicing the facility. Not owning the subject property in which the facility operates, and without an operator and no revenue flowing to Bee Ridge and its inability to increase its revenue, it has no ability to sustain any operations.

With that knowledge, Bee Ridge is willing to open discussions with Sarasota County to turn over the facility to the County.

Very truly yours,



ROY R. LUSTIG, P.A.  
RRL/sam  
cc: Client

**FORM 1.997. CIVIL COVER SHEET**

The civil cover sheet and the information contained in it neither replace nor supplement the filing and service of pleadings or other documents as required by law. This form must be filed by the plaintiff or petitioner with the Clerk of Court for the purpose of reporting uniform data pursuant to section 25.075, Florida Statutes. (See instructions for completion.)

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**I. CASE STYLE**

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

Plaintiff

Case # \_\_\_\_\_

Judge \_\_\_\_\_

vs.

Defendant

---

**II. AMOUNT OF CLAIM**

Please indicate the estimated amount of the claim, rounded to the nearest dollar. The estimated amount of the claim is requested for data collection and clerical processing purposes only. The amount of the claim shall not be used for any other purpose.

- ☐ \$8,000 or less
- ☐ \$8,001 - \$30,000
- ☐ \$30,001 - \$50,000
- ☒ \$50,001 - \$75,000
- ☐ \$75,001 - \$100,000
- ☐ over \$100,000.00

**III. TYPE OF CASE** (If the case fits more than one type of case, select the most definitive category.) If the most descriptive label is a subcategory (is indented under a broader category), place an x on both the main category and subcategory lines.

## **CIRCUIT CIVIL**

- ☐ Condominium
- ☐ Contracts and indebtedness
- ☐ Eminent domain
- ☐ Auto negligence
- ☐ Negligence—other
  - ☐ Business governance
  - ☐ Business torts
  - ☐ Environmental/Toxic tort
  - ☐ Third party indemnification
  - ☐ Construction defect
  - ☐ Mass tort
  - ☐ Negligent security
  - ☐ Nursing home negligence
  - ☐ Premises liability—commercial
  - ☐ Premises liability—residential
- ☐ Products liability
- ☒ Real Property/Mortgage foreclosure
  - ☐ Commercial foreclosure
  - ☐ Homestead residential foreclosure
  - ☐ Non-homestead residential foreclosure
  - ☒ Other real property actions
- ☐ Professional malpractice
  - ☐ Malpractice—business
  - ☐ Malpractice—medical
  - ☐ Malpractice—other professional
- ☐ Other
  - ☐ Antitrust/Trade regulation
  - ☐ Business transactions
  - ☐ Constitutional challenge—statute or ordinance
  - ☐ Constitutional challenge—proposed amendment
  - ☐ Corporate trusts
  - ☐ Discrimination—employment or other
  - ☐ Insurance claims
  - ☐ Intellectual property
  - ☐ Libel/Slander
  - ☐ Shareholder derivative action
  - ☐ Securities litigation
  - ☐ Trade secrets
  - ☐ Trust litigation

## **COUNTY CIVIL**

- ☐ Small Claims up to \$8,000
- ☐ Civil
- ☐ Real property/Mortgage foreclosure

- ☐ Replevins  
☐ Evictions  
    ☐ Residential Evictions  
    ☐ Non-residential Evictions  
☐ Other civil (non-monetary)

**COMPLEX BUSINESS COURT**

This action is appropriate for assignment to Complex Business Court as delineated and mandated by the Administrative Order. Yes ☐ No ☒

**IV. REMEDIES SOUGHT (check all that apply):**

- ☐ Monetary;  
☒ Nonmonetary declaratory or injunctive relief;  
☐ Punitive

**V. NUMBER OF CAUSES OF ACTION: [    ]**  
(Specify)

1

**VI. IS THIS CASE A CLASS ACTION LAWSUIT?**

- ☐ yes  
☒ no

**VII. HAS NOTICE OF ANY KNOWN RELATED CASE BEEN FILED?**

- ☒ no  
☐ yes If "yes," list all related cases by name, case number, and court.  
none

**VIII. IS JURY TRIAL DEMANDED IN COMPLAINT?**

- ☐ yes  
☒ no

**IX. DOES THIS CASE INVOLVE ALLEGATIONS OF SEXUAL ABUSE?**

- ☐ yes  
☒ no

I CERTIFY that the information I have provided in this cover sheet is accurate to the best of my knowledge and belief, and that I have read and will comply with the requirements of Florida Rule of Judicial Administration 2.425.

Signature: s/ Jennifer Burns  
Attorney or party

Fla. Bar # 112404  
(Bar # if attorney)

Jennifer Burns  
(type or print name)

04/11/2025  
Date