

RESOLUTION 21-110

A RESOLUTION OF THE MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS APPROVING A LIMITED ACCESS AGREEMENT AND RELEASE OF CLAIMS FORM; DELEGATING AUTHORITY TO EXECUTE THE STANDARD AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Manatee County (County), a political subdivision of the State of Florida, owns, operates and maintains a countywide wastewater collection and treatment system under the authority of Section 125.01, Florida Statutes; and Chapter 153, Florida Statutes; and

WHEREAS, pursuant to a Franchise Agreement dated December 20, 2011, the County operates and maintains the County-owned wastewater system within the corporate limits of the City of Bradenton Beach; and

WHEREAS, the County wishes to replace the existing back-yard "lateral lines" (pipes that connect homes to the main sewer line) on approximately 28 Bradenton Beach properties ✓ with new front-yard lateral lines that will connect to the County main in the Gulf Drive right-of-way; and

WHEREAS, locating lateral lines in the front yards will improve County access to these lines and decrease potential damage to County infrastructure, while giving property owners a greater use and enjoyment of their properties; and

WHEREAS, the County is seeking permission from affected property owners to access their properties to conduct this work, as well as a release of liability for abandonment of the back-yard lateral lines, as set forth in *Exhibit A, Limited Access Agreement and Release of Claims* ("Agreement"), attached hereto and incorporated herein; and

WHEREAS, the Manatee County Board of County Commissioners hereby finds that it is in the best interest of the County, and promotes the health, safety and welfare of the general public, for the County to obtain legal access to these properties and secure a release of liability for the abandoned lines; and

WHEREAS, to facilitate the signing of these agreements by the County and the affected property owners, the Manatee County Board of County Commissioners hereby delegates its authority to its County Administrator or his designee to sign the Limited Access Agreement and Release of Claims on behalf of the Board of County Commissioners.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Manatee County, Florida, that:

SECTION 1. APPROVAL OF FORM AGREEMENT. The Board of County Commissioners hereby approves the *Limited Access Agreement and Release of Claims*, as set forth in Exhibit A, for use in substantially this form for the Utility project specified herein.

SECTION 2. SIGNING AUTHORITY. The County Administrator or his designee is hereby authorized and directed to execute copies of the *Limited Access Agreement and Release of Claims*, in substantially the same form as Exhibit A, with such supplemental documents as may be required.

SECTION 3. SEVERABILITY. Should any section, subsection, sentence, clause, or provision of this Resolution be determined to be unconstitutional, invalid, inoperative, void, or otherwise unenforceable by a court of competent jurisdiction, such finding shall not affect the remaining portions of this Resolution so long as the remaining portions can be given legal effect absent the invalid portions.

SECTION 4. EFFECTIVE DATE. This Resolution shall be effective upon adoption.

DULY ADOPTED with a quorum present and voting, on the 14th day of September, 2021.



**BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA**

By: _____
Chairperson

**ATTEST: ANGELINA M. COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER**

By: Robin Deth DC
Deputy Clerk



Exhibit A to Resolution 21-110

Limited Access Agreement and Release of Claims

This Limited Access Agreement and Release of Claims (“Agreement”) is by and between Manatee County, a political subdivision of the State of Florida, and Property Owner (also referred to as “Owner,”), _____, for the purpose of improving wastewater facilities on the Owner’s Property, which is located at:

_____.

A. Intent of Agreement

This Limited Access Agreement and Release of Claims (“Agreement”) is intended to:

- 1) allow Manatee County to access the homeowner’s Property to replace an existing “service lateral” (sewer pipe) in the Property Owner’s back yard with a new service lateral in the front yard. (A service lateral is a pipe that takes wastewater from a home or other building to the sewer main.)
- 2) release the County from any claims related to the abandonment of the existing service lateral, as further described in this Agreement.

B. No Cost to Owner if Access Allowed

The construction will come at no cost to the Property Owner and will mitigate the need for the County to access the property in the future for any sanitary sewer matters. However, if the Property Owner does not allow access to the County, it will become the Owner's responsibility to pay for the rerouting of the service lateral to the front side of the property to re-establish wastewater service.

C. Scope of Work

The scope of work includes locating the existing service lateral on the property and:

- 1) removing vegetation and improved surfaces above the service lateral as necessary to gain access;
- 2) tying into and capping and grouting the existing service lateral; and
- 3) installing a new service lateral that will connect to the County’s main wastewater line in the utility right-of-way.

D. Property Restoration

A licensed plumber supervised by County staff will work as close to the existing service laterals as possible to minimize impact to property. The County shall restore property damaged by County construction to the same or substantially the same condition as existed prior to the County’s commencement of the work, at County’s sole cost and expense. This includes restoration of improved surfaces, lawns, trees and landscaping.

E. Construction Schedule

This capital improvement project is expected to take place in 2021-22. The County will coordinate construction with the Property Owner and provide anticipated construction dates, areas of impact, and anticipated restoration prior to construction.

F. County Access to Property

County employees and contractors are allowed to access the Owner's Property for the purposes of completing the Scope of Work, from 7 a.m. to 7 p.m., Monday through Friday. This includes the right to work in the areas of the Property that are included in the Scope of Work, as well as the right of ingress and egress to these areas. County employees and contractors shall:

- 1) respect the Owner's property and privacy;
- 2) leave the site clean and free of debris, trash, and excess soil upon completion of the project; and
- 3) photo-document site conditions prior to project initiation and upon completion of the project.

G. Release of Claims as to Abandoned Sewer Line

The County will cap, grout and abandon the existing sewer pipe ("service lateral") located on the Property once a new service lateral is constructed and connected to the County sewer main. The Property Owner agrees that it releases and holds harmless the County and its officials, employees and agents from all lawsuits, demands or claims for damages, attorney's fees or costs related to or resulting from the abandoned service lateral. In entering into this Agreement, the County does not waive its sovereign immunity as set forth in Fla. Stat. S. 768.28. This provision survives the termination of this Agreement.

H. County Contact Information

The following persons may be contacted for more information regarding this project:

Alex Gonzalez, P.E.

Project Engineer
Manatee County Utilities Dept.
alejandro.gonzalez@mymanatee.org
(941) 708-7450, ext. 7338

Scott May, P.E.

Deputy Director of Engineering Services
Manatee Co. Public Works Dept.
Scott.May@mymanatee.org

I. Effective Date and Termination

This Agreement shall be effective on the date last signed below and shall terminate upon completion of the Scope of Work and Property Restoration, except as otherwise stated in this Agreement.

J. Sufficiency of Consideration

The Parties expressly agree that the rights and obligations of each Party contained in this Agreement constitute sufficient consideration for the other Party's execution, delivery and obligations under this Agreement.

The Parties have executed this Agreement on the date set forth below.

Property Owner (Signature and Printed name)

Address

Date

Manatee County Administrator or Designee (Signature and Printed name)

Title

Date



Approved in Open Session 9/14/21
Manatee County
Board of County Commissioners

**Board of County Commissioners
September 14, 2021 - Regular Meeting**

SUBJECT

ADOPTION OF RESOLUTION NO. 21-110 APPROVING A LIMITED ACCESS AGREEMENT AND RELEASE OF CLAIMS FORM FOR THE BRADENTON BEACH GRAVITY SEWER REPLACEMENT PROJECT

Category

CONSENT AGENDA

Briefings

Briefing Provided Upon Request

Contact and/or Presenter Information

Alejandro Gonzalez, P.E., Project Engineer I, Ext 7338, Alejandro.Gonzalez@mymanatee.org

Action Requested

Adoption of Resolution No. 21-110.

Enabling/Regulating Authority

Section 125.01, Florida Statutes; and Chapter 153, Florida Statutes

Background Discussion

This request is for a Capital Improvements Project to relocate Gravity Sewer Mains in Bradenton Beach from behind homes, businesses, etc. to the county right-of-way in the front of the parcel. The Limited Access Agreement is necessary to allow the county to work on private property to facilitate the relocation of the sewer lines.

Attorney Review

Formal Written Review (Opinion memo must be attached)

Reviewing Attorney

Warren

Instructions to Board Records

Resolution to: A. Gonzalez, J. Streitmatter, L. Stephens & M. Dunnam, 9/217/21, RT

Three Hard Copies are requested to be sent to Jeff Streitmatter, P.E., Project Management Division Manager & Jeff Goodwin, Deputy Director, Utilities via interoffice mail

NOTE: Resolution R-21-110 being adopted only; there are no agreements for execution at this time, per 9/14/21 EM from Diane Vollmer (attached to this packet).

Cost and Funds Source Account Number and Name

N/A

Amount and Frequency of Recurring Costs

N/A



MEMORANDUM

To: Dr. Scott Hopes, County Administrator

From: Diane Vollmer, Agenda Coordinator

Date: September 13, 2021

Subject: **Agenda Update for Meeting of September 14, 2021**

This memo and the changes indicated below are reflected in the electronic agenda.

Public Comments

Written comments submitted through the online Public Comment form were added to:

- Citizen Comments (Consideration for Future Agenda Items)

Changes to Consent Agenda

BUILDING AND DEVELOPMENT SERVICES

Item 12 - Final Plat and Associated Documents for Summerwoods-Phases IIIA & IVA

The requested action was updated to include: "Acceptance, Execution, and Recording of the Mortgagee's Joinder from Western Alliance Bank."

PROPERTY MANAGEMENT

Item 30 - Permanent Utilities Easement and Permanent Sidewalk Easement from 63 Manatee, LLC for property located at 1515 63rd Avenue East, Bradenton FL, 34203, in District 4.

This item was deleted from the agenda.

Item 37 - Resolution R-21-150 Authorizing the Conveyance of Right-of-Way and County Deed Conveying Right-of-Way to Florida Department of Transportation for the Realignment of State Road 62 at US 301 North in Parrish, Florida 34219 in District 1

The requested action was updated to read:

- Adopt Resolution R-21-150; and
- Execute County Deed to State of Florida Department of Transportation

Item 38 - Notice of Termination of a License Agreement between Florida Sheriffs Youth Ranches, Inc, and Manatee County for property located at 751 Rye Wilderness Trail, Parrish, Florida 34219; District 1

This item is being deferred to the October 26 meeting.

PUBLIC WORKS

Item 42 - Adoption of Resolution No. 21-110 Approving a Limited Access Agreement and Release of Claims Form for the Bradenton Beach Gravity Sewer Replacement Project

A location map was added to this agenda item.

Changes to Advisory Board Appointments

NEIGHBORHOOD SERVICES

Item 50 - Appointment of Six Applicants to the Children's Services Advisory Board

This item is being deferred to the September 28 meeting.

Additions to Consent Agenda

ADMINISTRATOR

Item 57 - Letter of Non-opposition for Skyway Bridge 10K Charity Run Sponsored by the Armed Forces Families Foundation

Requested Action: "Authorization for the Chairperson to execute a letter of non-opposition to the Florida Department of Transportation (FDOT) for a proposed 10k charity run across the Skyway Bridge on March 6, 2022, sponsored by the Armed Forces Families Foundation."

PROPERTY MANAGEMENT

Item 58 - Subordination of County Utility Interests to subordinate the County's Utility Interests to the Florida Department of Transportation (FDOT) for Parcel 503.1 (also known as Parcel 503), located along U.S. 41 N. - U.S. 301

Requested Action: "Execute Subordination of County Utility Interests for Parcel 503.3 (also known as Parcel 503)"

Addition to Commissioner Agenda

Item 59 - Approval of letter to the Florida Attorney General in favor of a county ordinance creating a "safe haven" for the unborn in Manatee County, Florida and direct the County Attorney to request a formal advisory opinion from the Florida Attorney General addressing whether the County is preempted under Florida law from adopting an ordinance regulating abortion

Requested Action: "I move to approve the letter to the Florida Attorney General in the form submitted into the record, and to direct the County Attorney to request a formal advisory opinion from the Florida Attorney General addressing whether the County is preempted under Florida law from adopting an ordinance regulating abortion."

Map added to agenda packet per Agenda Update Memo

Location Map



From: [Diane Vollmer](#)
To: [Robin Toth](#)
Subject: RE: BCC 9/14/21: Item 42, Resolution R-21-110 approving Limited Access Agreement
Date: Thursday, September 9, 2021 10:38:43 AM

That's correct.

Diane Vollmer
Agenda Coordinator
Manatee County Government
County Administration Office
1112 Manatee Avenue West
Bradenton, FL 34205
941-745-3724; diane.vollmer@mymanatee.org

From: Robin Toth <robin.toth@ManateeClerk.com>
Sent: Thursday, September 9, 2021 10:36 AM
To: Diane Vollmer <diane.vollmer@mymanatee.org>
Subject: RE: BCC 9/14/21: Item 42, Resolution R-21-110 approving Limited Access Agreement

So no agreement is to be executed on 9/14, but just the Resolution?

Thank you,

Robin Toth
Deputy Clerk, Board Records Department
for Angelina "Angel" Colonnese
Manatee County Clerk of the Circuit Court and Comptroller
www.manateeclerk.com
robin.toth@manateeclerk.com
(941) 741-4018, Ext. 4179
"Pride in Service with a Vision to the Future"



Florida has a very broad Public Records Law. This agency is a public entity and is subject to Chapter 119 of the Florida Statutes, concerning public records. E-mail communications are covered under such laws & therefore e-mail sent or received on this entity's computer system, including your e-mail address, may be disclosed to the public or media upon request.

From: Diane Vollmer <diane.vollmer@mymanatee.org>
Sent: Thursday, September 9, 2021 10:36 AM
To: Robin Toth <robin.toth@ManateeClerk.com>
Subject: RE: BCC 9/14/21: Item 42, Resolution R-21-110 approving Limited Access Agreement

No. The resolution is approving the form of the agreement to be used/signed when required.

Diane Vollmer

Agenda Coordinator
Manatee County Government
County Administration Office
1112 Manatee Avenue West
Bradenton, FL 34205
941-745-3724; diane.vollmer@mymanatee.org

From: Robin Toth <robin.toth@ManateeClerk.com>

Sent: Thursday, September 9, 2021 10:12 AM

To: Diane Vollmer <diane.vollmer@mymanatee.org>

Subject: BCC 9/14/21: Item 42, Resolution R-21-110 approving Limited Access Agreement

Hi Diane,

This Resolution R-21-110 is not only just to be adopted, but it also authorizes the County Administrator, or his designee, to execute copies of the Limited Access Agreement. Should this be added to the Action Requested?

Thank you,

Robin Toth
Deputy Clerk, Board Records Department
for Angelina "Angel" Colonnese
Manatee County Clerk of the Circuit Court and Comptroller
www.manateeclerk.com
robin.toth@manateeclerk.com
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Alejandro Gonzalez

From: Jeff Goodwin
Sent: Tuesday, August 17, 2021 1:17 PM
To: Jeff Streitmatter; Alejandro Gonzalez; Ed Ference
Subject: FW: Bradenton Beach Sewer Project RLS 2021-0118 Response; Access Agreement; & Res. 21-110
Attachments: Brad Bch Sewer Proj Access Release 8 17 21.docx; RESOLUTION NO 21-110 Aug 17, 2021 .docx; Exhibit A to Resolution.docx

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Sarah Warren <sarah.warren@mymanatee.org>
Date: 8/17/21 1:12 PM (GMT-05:00)
To: Jeff Goodwin <jeff.goodwin@mymanatee.org>
Cc: William Clague <william.clague@mymanatee.org>, Mike Gore <mike.gore@mymanatee.org>, Florence Wong <Florence.Wong@mymanatee.org>, Juliet Shepard <juliet.shepard@mymanatee.org>
Subject: Bradenton Beach Sewer Project RLS 2021-0118 Response; Access Agreement; & Res. 21-110

Jeff,
Attached is the Limited Access and Release of Claims Agreement you requested. This Agreement allows the County to access customers' property and provides protection from claims related to the abandonment of service pipes.

Also attached is proposed resolution R-21-110. The resolution seeks to delegate signature authority for the Access and Release Agreement from the Board of Co. Commissioners to the County Administrator or his designee. This would allow a Deputy Co. Administrator or other designee to sign the Access and Release Agreements on the County's behalf, without further approval of the Board.

The attached Exhibit A is intended to accompany the resolution in the Board agenda packet.
You also asked for a legal review of the door hanger. I found no legal issues with the hanger's content or use.
Thank you for your inquiry and please let me know if you have any additional legal questions or concerns.
Sarah

From: Sarah Warren
Sent: Monday, August 16, 2021 8:32 AM
To: Jeff Goodwin <jeff.goodwin@mymanatee.org>
Cc: William Clague <william.clague@mymanatee.org>; Mike Gore <mike.gore@mymanatee.org>; Florence Wong <Florence.Wong@mymanatee.org>
Subject: RE: Bradenton Beach Sewer Project Access Release

Hello, Jeff,

I'm just back from vacation. Sorry I missed your call while I was gone. I'll pull these docs and finalize for you. Thank you!
Sarah

From: Jeff Goodwin <jeff.goodwin@mymanatee.org>

Sent: Friday, August 13, 2021 1:51 PM

To: Sarah Warren <sarah.warren@mymanatee.org>

Cc: William Clague <william.clague@mymanatee.org>; Mike Gore <mike.gore@mymanatee.org>; Florence Wong <Florence.Wong@mymanatee.org>

Subject: Bradenton Beach Sewer Project Access Release

Good afternoon Sarah,

It's my understanding Mr. Clague and Mr. Gore have discussed referenced subject and have agreed this can move forward. Would you please send the final documents at your earliest that we may move the project forward.

Thanks for all your help.

Jeff Goodwin

Deputy Director - Utilities

Manatee County Utilities Dept.

4410 66th Street West

Bradenton, FL 34210

O. (941) 792 – 8811 ext. 5235

C. (941) 704-0878

www.mymanatee.org/departments/utilities





Limited Access Agreement and Release of Claims

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- 2) release the County from any claims related to the abandonment of the existing service lateral, as further described in this Agreement.

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C. Scope of Work

The scope of work includes locating the existing service lateral on the property and:

- 1) removing vegetation and improved surfaces above the service lateral as necessary to gain access;
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H. County Contact Information

The following persons may be contacted for more information regarding this project:

Alex Gonzalez, P.E.

Project Engineer
Manatee County Utilities Dept.
alejandro.gonzalez@mymanatee.org
(941) 708-7450, ext. 7338

Scott May, P.E.

Deputy Director of Engineering Services
Manatee Co. Public Works Dept.
Scott.May@mymanatee.org

I. Effective Date and Termination

This Agreement shall be effective on the date last signed below and shall terminate upon completion of the Scope of Work and Property Restoration, except as otherwise stated in this Agreement.

J. Sufficiency of Consideration

The Parties expressly agree that the rights and obligations of each Party contained in this Agreement constitute sufficient consideration for the other Party's execution, delivery and obligations under this Agreement.

The Parties have executed this Agreement on the date set forth below.

Property Owner (Signature and Printed name)

Address

Date

Manatee County Administrator or Designee (Signature and Printed name)

Title

Date