Approved in Open Session 10/20/26
Manatee County
Board of County Commissioners

October 20, 2026 - Regular Meeting

Subject
Proposed Settlement in favor of the County in the amount of $550,000.00 in Manatee County Circuit Court Case, Manatee County v. Duncan Seawall, Dock and Boat Lift, LLC, Case No. 2025-CA-2593

Category
CONSENT AGENDA

Briefings
Briefing Provided Upon Request

Contact and/or Presenter Information
Christopher M. De Carlo, Deputy County Attorney, Ext. 3729
Patrick Shea, Utilities Director, Ext. 5389

Action Requested
Motion to:
1) Approve a mediated settlement agreement and authorize the County Attorney's Office to accept $550,000.00 on behalf of Manatee County in full and final settlement of a lawsuit filed by the County in the matter of Manatee County v. Duncan Seawall, Dock and Boat Lift, LLC, Case No. 2025-CA-2593.

2) Authorize the County Attorney, or her designee, upon receipt of the $550,000.00 settlement payment, to execute a mutually acceptable release of all of Manatee County's claims in the lawsuit and file a stipulation for dismissal with prejudice, and to take any other action in furtherance of this settlement, including executing and delivering any necessary paperwork to opposing counsel and the court as appropriate.

Enabling/Regulating Authority
Manatee County Code of Ordinances Article II½, §2-2-35, and Article VII, Chapter 2-2, Self-Insurance Program

Applicable Advisory Board
N/A

Background Discussion
On November 2, 2021, Duncan Seawall, Dock and Boat Lift, LLC, a Florida limited liability company (Duncan), was constructing two extensions to an existing dock at a private residence along the Braden River when it struck, damaged, and ruptured a submerged 36-inch pre-stressed concrete potable water main owned by Manatee County (County). The

damage was the result of Duncan's failure to call in a utilities locate prior to commencement of the dock construction. The incident caused significant structural damage to the County's water main and loss of potable water. The County undertook emergency steps to repair the damaged water main, stop the leak of potable water from the water main, and maintain water service.

The Utilities Department submitted a request for reimbursement and supporting documentation for the County's damages to Duncan and its insurer. Thereafter, the County's Risk Management Division opened a claim to assist the Utilities Department with recovery of the damages. Duncan's insurance carrier did not offer an amount commensurate with the County's damages. As such, on October 27, 2025, pursuant to the Board's authority, the County Attorney's Office (CAO) filed a lawsuit against Duncan in Manatee County Circuit Court.

On March 24, 2026, the Board authorized the CAO to serve a Proposal for Settlement (Proposal) to Duncan in the amount of $645,784.53. Duncan did not accept the Proposal which expired on April 23, 2026.

Mediation was held on September 16, 2026, and the parties reached a mediated settlement agreement, pending Board approval, for Duncan to pay $550,000.00 to the County to settle all of the County's claims against Duncan in exchange for a mutually agreed upon release of the County's claims against Duncan and the filing of a dismissal with prejudice with the court.

If the action requested above is approved by the Board, all litigation related to this case will conclude and the County will incur no additional litigation expenses. If the action requested above is not approved by the Board, this case will continue through litigation, including a potential trial.

The CAO has conferred with the Director, Deputy Director, and Water Superintendent of the Utilities Department, and the County's Risk Manager, all of whom attended the mediation, participated in reaching the mediated settlement agreement, and concur with this recommendation.

Because this case is still in active litigation, if any Commissioner has questions regarding this item, we respectfully advise that they request private briefings with the CAO and refrain from discussing it publicly.

Attorney Review
Other (Requires explanation in field below) DeCarlo
This is a County Attorney item.

Instructions to Board Records
Please email an approved copy of this agenda item to:
Christopher De Carlo, Deputy County Attorney, at christopher.decarlo@mymanatee.org, and Alicia Stull, Paralegal, at alicia.stull@mymanatee.org.
Distributed 10/21/26, RT

Cost and Funds Source Account Number and Name
N/A

Amount and Frequency of Recurring Costs
N/A

IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT
IN AND FOR MANATEE COUNTY, FLORIDA
CIVIL DIVISION

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

Plaintiff,

v.

DUNCAN SEAWALL, DOCK AND BOAT LIFT, LLC, a Florida Limited Liability Company,

Defendant.
_____/

Case No. 2025-CA-002593AX

MEDIATION SETTLEMENT AGREEMENT

This Mediation Settlement Agreement ("Agreement") is executed by MANATEE COUNTY, a political subdivision of the State of Florida ("COUNTY"), DUNCAN SEAWALL, DOCK AND BOAT LIFT, LLC, a Florida limited liability company ("DUNCAN"), and CNA, as parent company to Continental Insurance Company ("CNA") and primary insurer to Mitsui Sumitomo Marine Insurance USA, Inc. (collectively, "the parties"), on this the 16th day of September, 2026. The parties agree as follows:

1. DUNCAN shall pay the sum of FIVE - HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS ($550,000.00) as a full and complete settlement of all of the COUNTY'S claims, attorney's fees, and costs of any nature arising out of the above referenced claim and this cause of action conditioned upon the terms set forth below.

2. The settlement payment shall be made payable to MANATEE COUNTY, a political subdivision of the State of Florida, Tax ID 59-6000727, and sent to the Office of the

County Attorney, Attention: Christopher M. De Carlo, Deputy County Attorney, 1112 Manatee Avenue West, Suite 969, Bradenton, Florida 34205.

3. DUNCAN and CNA agree, as condition of this settlement, to:

   a. Issue and mail the settlement payment as specified in paragraph 2 above, no later than 30 days from notice of the date of approval, if approved, of this settlement by the Board of County Commissioners of Manatee County, Florida ("Board"). & signing of a mutually acceptable release

   b. Provided that the Board approves this settlement and upon payment of all sums herein, counsel for DUNCAN shall execute and authorize counsel for COUNTY to file with the court a joint stipulation for dismissal with prejudice.

4. COUNTY agrees, as condition of this settlement:

   a. That the County Attorney's Office, County Risk Management Division, and Utilities Department will recommend to the Board that this settlement be approved and will use best efforts to present this Agreement to the Board for its consideration at the October 20, 2026, regular meeting, or at the next available regularly scheduled Board meeting.

   b. Furnish an IRS Form W-9 if required by counsel for DUNCAN.

   c. Provided that the Board approves this settlement and is in receipt of payment of all sums herein, counsel for COUNTY will execute and file a joint stipulation for dismissal with prejudice, and provide an order dismissing this matter with prejudice to the Court for signature.

5. Each party will bear their own attorney's fees and costs.

6. DUNCAN and CNA hereby warrant and represent that they have not relied upon any representations by the COUNTY, or its counsel, in deciding to settle this litigation. In entering into this Agreement, DUNCAN and CNA represent that they have relied solely upon the advice of their attorney(s), who is/are the attorney(s) of their own choice, concerning all legal consequences of this settlement; that the terms and effects of this settlement have been completely read and explained to DUNCAN and CNA by their attorney(s); and that the terms and effects of this settlement are fully understood and voluntarily accepted by DUNCAN and CNA.

7. BINDING/ENTIRE AGREEMENT. Except as expressly set forth in Section 10 below, this Agreement is intended to be a valid and binding agreement under the laws of the State of Florida, effective upon its execution. By executing this Agreement, the parties hereto acknowledge that they have read and understand the terms of this Agreement; that they have freely and voluntarily entered into this Agreement; and, that they have been represented in this matter by legal counsel of their own selection. This Agreement represents the entire understanding of the parties, and no verbal or written warranties or representations have been made or have been relied upon which do not appear in writing in this Agreement.

8. SCRIVENER MARKS. In the event that the mediator has typed or written the text of any part of this Agreement, the parties acknowledge that the mediator has done so solely as an accommodation to them and solely as a scrivener recording the terms which they have agreed upon in language which they have read and approved.

9. COUNTERPARTS/FACSIMILE SIGNATURES. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of

which together shall constitute a single instrument. Facsimile signatures shall suffice to bind the parties.

10. **SUBJECT TO BOARD APPROVAL: This Agreement and the settlement set forth herein is subject to, and contingent upon, the approval by the Board and is not enforceable unless and until that approval has occurred**.

DUNCAN SEAWALL, DOCK AND BOAT LIFT, LLC, a Florida limited liability company

By: _____
SCOTT MYERS, Manager

_____
PATRICK SHEA, Utilities Director
for MANATEE COUNTY

_____
NORMAN TUCKER, Representative for
CNA, as parent company to Continental Insurance, and primary insurer to Mitsui Sumitomo Marine Insurance USA, Inc.

_____
NICOLE BEZDEK, Risk Manager
for MANATEE COUNTY

_____
PHILLIP S. HOWELL, Esquire
Florida Bar No. 377030
DAVID M. MASSEY, Esquire
Florida Bar No. 59279
Galloway, Johnson, Tompkins, Burr & Smith, PLC
400 North Ashley Drive, Suite 1000
Tampa, Florida 33602
Telephone: (813) 977-1200
Facsimile: (813) 977-1288
Florida Bar No. 1008224
Attorneys for Defendant, DUNCAN and CNA

_____
CHRISTOPHER M. DE CARLO, Esquire
Florida Bar No. 155454
Deputy County Attorney
Manatee County Attorney's Office
Post Office Box 1000
Bradenton, Florida 34206
Telephone: (941) 745-3750
Facsimile: (941) 749-3089
Florida Bar No. 155454
Attorney for Plaintiff, MANATEE COUNTY