

## 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 15<sup>th</sup> 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:

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#### 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.

[alejandrogonzalez@mymanatee.org](mailto:alejandrogonzalez@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](mailto: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.**

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**Property Owner (Signature and Printed name)**

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**Address**

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**Date**

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**Manatee County Administrator or Designee (Signature and Printed name)**

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**Title**

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**Date**