

M-1034 Stuart Injection Well 1W-1



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

3301 Gun Club Road, West Palm Beach, Florida 33406 • (561) 686-8800 • FL WATS 1-800-432-2045 • TDD (561) 697-2574
Mailing Address: P.O. Box 24680, West Palm Beach, FL 33416-4680 • www.sfwmd.gov

ADM 02 06

August 10, 2004

Ms. Cheryl White, CMC
City Clerk
City of Stuart
121 South Flagler Avenue
Stuart, FL 34994

Dear Ms. White:

**SUBJECT: Right of Entry Agreement
City of Stuart and the South Florida Water Management District**

Enclosed is a signed original of the Right of Entry Agreement between the City of Stuart and the South Florida Water Management District (SFWMD).

Thank you for your assistance with this matter. If you have any questions, please call me at (561) 682-2705.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Simon A. Sunderland".

R. Simon A. Sunderland
Senior Hydrogeologist
Water Supply Department

SS/kh
Enclosure

c: John Lukasiewicz, SFWMD
David Weakley, City of Stuart

GOVERNING BOARD

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Henry Dean, *Executive Director*

City of Stuart

121 S. W. Flagler Avenue • Stuart • Florida 34994

Cheryl White, CMC
City Clerk

PHONE (772) 288-5306
FAX (772) 288-5305

July 2, 2004

South Florida Water Management District
3301 Gun Club Road
West Palm Beach, Fl. 33406

ATTENTION : R. Simon A. Sunderland, P.G. Staff Hydrogeologist

REFERENCE: Right of Entry Agreement City of Stuart & SFWMD

Dear Mr. Sunderland:

Enclosed please find your copy City of Stuart's adopted Resolution authorizing a right of entry for the enclosed property. Please execute both originals and keep one and the copy of the City's Resolution for your records. Mail the second original back to my attention.

It is my pleasure to be of any assistance if you, should have any questions or need further information please do not hesitate to call me at 772-288-5306.

Respectfully,



Cheryl White, CMC
City Clerk

Enc

City of Stuart

Sailfish Capital of the World



BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 125-04

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK AUTHORIZING THE EXECUTION OF A RIGHT OF ENTRY AGREEMENT WITH SOUTH FLORIDA WATER MANAGEMENT DISTRICT FOR OBTAINING WATER-LEVEL AND WATER-QUALITY DATA FROM THE CITY'S DEEP INJECTION WELL LOCATED AT THE CITY'S WASTEWATER TREATMENT FACILITY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *


BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA that:

SECTION 1: The Mayor and City Clerk are hereby authorized and directed to execute a Right of Entry agreement with South Florida Water Management District for obtaining water-level and water-quality data from the City's deep injection well located at the City's wastewater treatment facility. A copy of the Right of Entry Agreement is attached hereto as "Attachment A."


SECTION 2: This resolution shall take effect upon adoption.

PASSED AND ADOPTED this 28th day of June, 2004.

ATTEST:



CHERYL WHITE
CITY CLERK

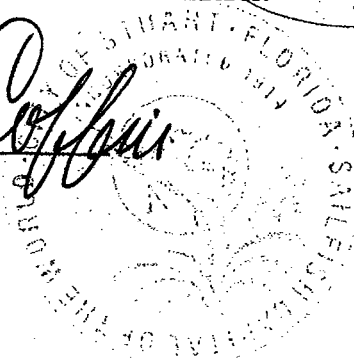


JEFFREY A. KRAUSKOPF
MAYOR

APPROVED AS TO FORM AND
CORRECTNESS:



CARL V.M. COFFIN
CITY ATTORNEY



City of Stuart

Sailfish Capital of the World



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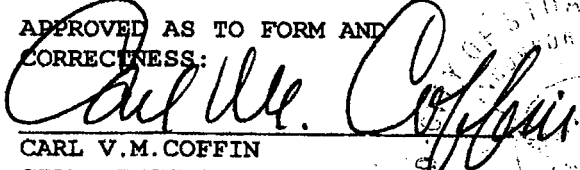
PASSED AND ADOPTED this 28th day of June, 2004.

ATTEST:


CHERYL WHITE
CITY CLERK


JEFFREY A. KRANSKOPF
MAYOR

APPROVED AS TO FORM AND
CORRECTNESS:


CARL V.M. COFFIN
CITY ATTORNEY



RIGHT OF ENTRY AGREEMENT

Project: FLORIDAN AQUIFER MONITORING REGIONAL NETWORK

The City of Stuart, a Florida Municipal Corporation, whose main office is located at 121 Flagler Avenue, Stuart, Florida, and SOUTH FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida ("District"), whose principal office is located at 3301 Gun Club Road, West Palm Beach, Florida, hereby agree that District, its agents, contractors, employees and assigns, are hereby granted the right to enter upon that certain real property (the "Property") owned by Property Owner, located at 310 Stypmann Boulevard in Stuart, Florida, legally described in Exhibit "A" attached hereto and incorporated herein by reference, for the purposes described below. The location of the equipment to be installed on the Property shall be mutually agreed upon by the parties hereto prior to the District exercising any of its rights under this Right of Entry. Termination shall be pursuant to the provisions of Paragraph 14 or upon either party giving notice of intent to terminate by providing notice in writing sixty 60 days prior to the date upon which either party wishes to terminate this agreement. Termination may be with or without cause.

Project Description.

I. Purpose

The District wishes to enter into this agreement to enhance its Floridan Aquifer System (FAS) monitor well network throughout the south Florida region. This monitoring effort is intended as a long term initiative, so that sufficient information can be obtained to develop and calibrate a regional aquifer model. The model will be used to evaluate the feasibility of Aquifer Storage and Recovery (ASR) as part of the Comprehensive Everglades Restoration Project (CERP).

II. Activities

District activities conducted on the Property will focus exclusively on obtaining water-level and water-quality data from an existing artesian well on the Property being "Injection Well #1". All monitoring will be passive in nature and will be conducted in a manner to minimize disruption to normal operations on the property. The major activities proposed at each monitoring site consist of: (a) equipment installation and (b) data collection. It is agreed that the District shall incur all costs associated with the two aforementioned activities including equipment installation, including without limitation well-head modifications, and any associated minor permit modification fees, and collection activities as described herein. The District shall also be responsible for the maintenance and operation of any and all equipment it installs on the Property pursuant to this Right of Entry.

- a. ***Equipment installation.*** Staff from the District's Electronic Support and Data Acquisition (ESDA) Division, or an approved contractor will install the data-logger housing, and automated electronic water-level recording equipment on "Injection Well #1". All monitor well pads will be surveyed to National Geodetic Vertical Datum (NGVD) by District staff or an approved contractor. A list of the data logging equipment and a photograph showing the equipment installed on a similar well are included in Exhibit B.
- b. ***Data collection.*** Water-level data from the monitor wells will be collected digitally in real-time and/or downloaded periodically by District staff, or an approved contractor, for archiving. Typically, one to two field technicians using a portable computer will download the electronic data-loggers monthly as well as perform routine maintenance on the equipment. During the first few months following installation, data-loggers may be downloaded twice per month to troubleshoot equipment problems and ensure that all installations are performing as intended. Separate site visits may be scheduled during the course of the year to maintain, repair or upgrade equipment as deemed necessary. Access to

the Property during these trips will be coordinated with the Property Owner or his/her agent.

On a quarterly basis, District staff, or an approved contractor, may collect a groundwater sample for chemical analysis from the selected well. A licensed analytical laboratory will analyze the groundwater samples for major anions and cations. These samples are necessary to determine the density of the groundwater in the Floridan aquifer. Determining the correct groundwater density will allow the District to accurately calibrate the regional groundwater model. To ensure a representative sample from the monitor zone of interest, it will be necessary to purge the well before obtaining the water sample.

The Property Owner and the District hereby agree as follows:

1. The Property Owner hereby acknowledges that (i) any equipment or physical structure (i.e. data logger housing) placed on the Property by the District shall remain the property of the District, and (ii) all such equipment shall be removed from the Property by the District on or before the termination of this Right of Entry.
2. The District agrees that upon completion of the activities proposed in this Right of Entry, any portion of the Property which is damaged as a result of activities conducted by the District pursuant to this Right of Entry will be returned to substantially the same condition that it was in on the date hereof.
3. The Property Owner shall allow all authorized representatives of the District, their vehicles and equipment access to the Property on reasonable notice in order to implement and carryout the activities described herein.
4. This Right of Entry does not convey any property rights or equipment to the Property Owner or the District nor any rights and privileges, other than those specified herein.
5. Entry into this Right of Entry does not relieve the Property Owner's need to comply with other federal, state or local laws, regulations or ordinances, or the requirements of District issued water-use permit(s).
6. This Right of Entry may be modified only upon the mutual consent of both parties, submitted in writing.
7. Prior to any sale, transfer or conveyance of the Property, the District requests notification so that alternative agreements or arrangements may be made, if necessary.
8. The District shall be solely responsible for any and all claims, suits, judgments, loss, damage and liability incurred by the District (including but not limited to reasonable attorney's fees and costs) which arise directly or indirectly as a result of the District, or the District's employees, agents, subcontractors conducting allowed activities on the Property under the terms of this Agreement.
9. The District shall procure and maintain throughout the term of this Agreement at District's sole cost and expense the following types of insurance with Property Owner being a named insured and provided a Certificate of Insurance:

a. Worker's Compensation Insurance: To the extent required by law, Worker's Compensation insurance up to the limits specified by Florida Statute. Notwithstanding the number of employees or any other statutory provisions to the contrary, the Worker's Compensation Insurance shall extend to all employees of the District and subcontractors. The Worker's Compensation Insurance policy required by this Agreement shall also include Employer's Liability.

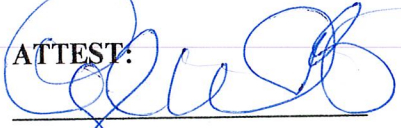
b. Liability Insurance: Comprehensive General Liability Insurance relating to the Property and its improvements and appurtenances, which shall include, but not be limited to, Premises and Operations; Independent Contractors, Products and Completed Operations and Contractual Liability. Coverage shall be no more restrictive than the latest edition of the Commercial General Liability policies of the Insurance Services Office (ISO). This policy shall provide coverage for death, bodily injury, personal injury, and property damage that could arise directly, indirectly or proximately from the exercise of the rights granted to the District in this Agreement. The minimum limits of coverage shall be \$1,000,000.00 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability.

c. Business Automobile Liability Insurance: Business Automobile Liability Insurance which shall have minimum limits of \$500,000.00 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall be an "any-auto" type of policy including owned, hired, non-owned and employee non-ownership coverage.

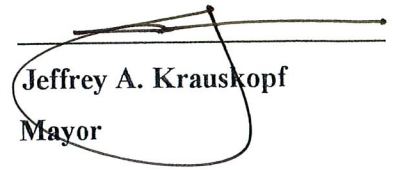
10. It shall be the responsibility of the District to ensure that all subcontractors conducted allowed activities on the Property by this Agreement are adequately insured or covered under its policies of insurance.
11. All of the District's personal property, equipment and fixtures placed upon the Property shall be at the sole risk of the District and the Property Owner shall not be liable under any circumstances for any damage thereto or theft thereof. In addition, Property Owner shall not be liable or responsible for any damage or loss to property or injury or death to persons occurring on or adjacent to the Property resulting from any cause, including but not limited to, defect in or lack of repairs to any personal property of the District located on the Property.
12. The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in St. Lucie County for claims under state law and the Southern District of Florida for any claims which are justifiable in federal court.
13. Nothing contained in this Agreement shall be construed to create the relationship of principal and agent, partnership, joint venture or any other relationship between the Parties hereto.
14. The original term of this Right of Entry shall run five (5) years from the date hereof. Provided this Right of Entry has not otherwise been terminated by either party, the term of this Right of Entry shall automatically be extended for up to five (5) successive renewal terms of five (5) years each. All terms, conditions, covenants and provisions of this Right of Entry shall apply during all renewal terms, if any.

Witness our hands and seals this 28th day of June, 2004.

CITY OF STUART

ATTEST: 

Cheryl White
City Clerk


Jeffrey A. Krauskopf
Mayor

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

By: 
~~Chip Merriam, Deputy Executive Director~~
~~Water Resources Management~~
Henry DEAN, Executive Director

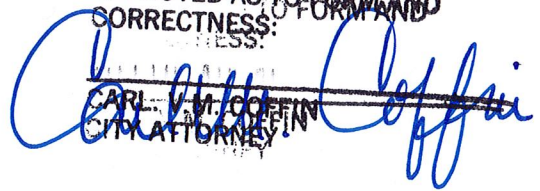
APPROVED AS TO FORM AND
CORRECTNESS: 
CARTER M. COFFIN
CITY ATTORNEY

EXHIBIT A
Legal Description

A PORTION OF THE FORTY-SEVEN ACRE ADDN E 15' OF LOT 4, LOTS 5-9 & 12-15 BLK 1; S 123' OF E 25' OF LOT 2, LOT 3, E 25' OF LOT 5, LOTS 6-12 BLK 2; ALL OF BLKS 6 & 7, BLKS 8 & 9 (LESS THAT PORTION DESC AS PARCEL I IN O.R. 696/1898) & LOTS 1-12 BLK 10 & CLSD STS "BEING ALL OF MEMORIAL & SAILFISH PARKS"

EXHIBIT B
EQUIPMENT LIST

General list, subject to change, refer to Work Order for specifics

DATALOGGER:

Model CR10X-2M Measurement and Control Module OR Model CR10X-TD-2X Measurement and Control Module
(Loggernet)

RF Modem 315M (RF 95A) for unmodified data radios VERSION # 11

Campbell Scientific, Inc. (CSI)
815w 1800N
Logan Utah 84321-1784
801-753-2342

RF EQUIPMENT:

DATA RADIO WASECA, MN USA:

VHF (169,425 MHZ)
MODEL DL-3422 / DL-3400
PART # 242-4010-610

RF Cable: RG-8/U, Belden 8237

Lightning Protection: Polyphaser IS-NEMP-C2 Lighting and surge Protector

Suggested Vendor: TESSCO

Water Level Pressure Sensors:

Model MPSDIG Guage (Screw-in), SDI-12 Pressure Transducer

Rittmeyer Ltd.
Hile Controls of Florida
PO Box 522170
Longwood, FL
(407) 332-6288

ACCESSORIES:

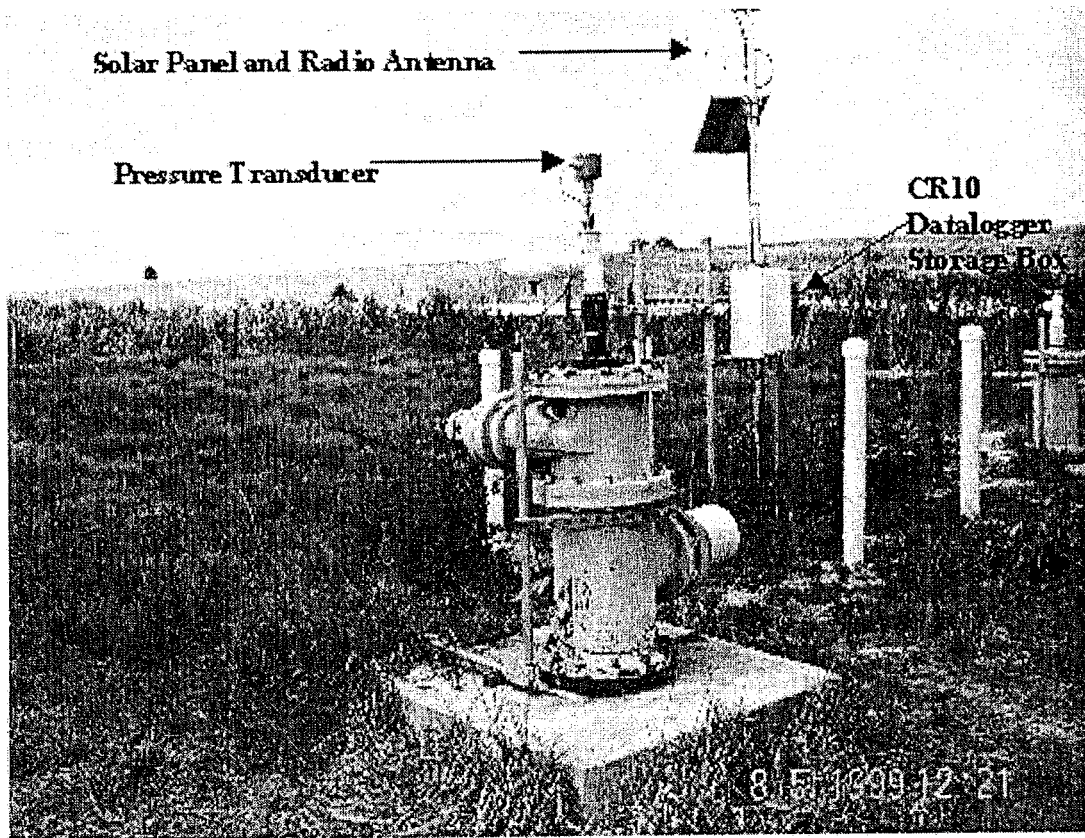
Battery Charge Controller: Solarstate SRX-6

Solar Panel: Solarex 1-MSX-18 w/mounting bracket

Atlantic Solar Products, Inc.
PO Box 70060
Baltimore, MD 21237
(410)686-2500

Liquidtight Bushings (For Environmental enclosure)

Thomas & Betts #2671 w/nuts
Any electrical supply.



Example of an installed electronic water level recorder and associated equipment on an artesian well.

