

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: St. John's River Water Management District request to install monitoring wells at Sylvan Lake and Lake Mills Parks

DEPARTMENT: Leisure Services

DIVISION: Streetscapes and Trails

AUTHORIZED BY: Joe Abel

CONTACT: Bryan Nipe

EXT:

MOTION/RECOMMENDATION:

Approve and authorize Chairman to execute a Permissive Use Agreement with the St. Johns River Water Management District to access and install three monitoring wells at Sylvan Lake Park and one at Lake Mills Park.

District 1 Bob Dallari
District 5 Brenda Carey

Bryan Nipe

BACKGROUND:

St. Johns River Water Management District would like permission to install three (3) monitoring wells at Sylvan Lake Park and one (1) at Lake Mills for data collection. SJRWMD is working with the County's Environmental Services Department in monitoring water quality for these areas of the County.

STAFF RECOMMENDATION:

Staff recommends that the Chairman execute the Permissive Use Agreement to install three (3) monitoring wells at Sylvan Lake Park and one (1) at Lake Mills for the purpose of monitoring water quality in these areas of the County.

ATTACHMENTS:

- 1. Monitoring Well Request
- 2. Agreement

<p>Additionally Reviewed By:</p> <p><input checked="" type="checkbox"/> County Attorney Review (Susan Dietrich)</p>
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St. Johns River Water Management District

Kirby B. Green III, Executive Director • David W. Fisk, Assistant Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • (386) 329-4500
On the Internet at www.sjrwmd.com.

June 27, 2007

Joe Gasparini
Manager Parks & Recreation
Seminole County
264 W. North Street
Altamonte Springs, FL 32714

Re: Permission from Seminole BCC (Lake Sylvan Park) to install three (3) monitoring wells at Sylvan Lake Park for data collection. This property being located in Sections 26, Township 19S, Range 29E, Seminole County, Florida.

Dear Mr. Gasparini,

St. Johns River Water Management District would like permission to install three (3) monitoring wells at Sylvan Lake Park for data collection, as shown on Exhibits A (location maps) and B (Parcel Tax Card).

For your consideration, please find enclosed a Permissive Use Agreement for signature. The Permissive Use Agreement provides a written document allowing District personnel or contractors permission to access the site and releases you, the landowner, from liability. The District maintains its own insurance and is responsible for any employees or contractors that visit the site. If this meets with your approval, please print out the agreement in duplicate and sign where indicated on both originals and return to me in the enclosed stamped envelope. I will return a fully executed original for your records.

We appreciate your cooperation in allowing us to collect this important data. If I can assist you in any way, please feel free to call me at 1-800-451-7106 extension 4201.

Sincerely,

Maretza C. Le Donne
Associate Land Acquisition Agent
Division of Land Acquisition

Enclosure

cc: Raymond B. Bunton, Jr.
Mark Ward

GOVERNING BOARD

David G. Graham, CHAIRMAN JACKSONVILLE	John G. Sowinski, VICE CHAIRMAN ORLANDO	Ann T. Moore, SECRETARY DUNNELL	Duane L. Ollershofer, TREASURER JACKSONVILLE	
R. Clay Albright OCALA	Susan N. Hughes PONTE VEDRA	William W. Kerr MELBOURNE BEACH	Ometrias D. Long APOPKA	W. Leonard Wood FERNANDINA BEACH



**COUNTY ATTORNEY'S OFFICE
MEMORANDUM**

To: Bryan Nipe, Manager, Streetscapes and Trails Division
From: Susan E. Dietrich, Assistant County Attorney
Ext. 5736
Date: December 10, 2007
Subject: Permissive Use Agreement between Seminole County and the St. Johns River Water Management District

Attached is a copy of a letter dated November 30, 2007, from Maretza Le Donne, Associate Land Acquisition Agent with the St. Johns River Water Management District (District) concerning the captioned Permissive Use Agreement (Agreement) proposed between the District and the County. In addition, I am forwarding the two (2) original, executed Agreements to you for safekeeping.

As you will recall, this Agreement sets forth the terms and conditions for the District to construct and maintain data collection monitoring wells on property owned by the County. The wells will be located at Sylvan Lake Park and Lake Mills Park.

The Agreement is legally acceptable as to form and substance and ready for placement by your Department on the next available Board of County Commissioners' (BCC) agenda for consideration. Your Department must review Exhibits "A", "B" and "C" to the Agreement as well to verify the accuracy of each depiction. Subsequent to BCC approval of the Agreement, please ensure that one (1) fully executed original document is returned to the District for its records.

Should you have questions concerning the foregoing or need additional information, please contact me.

Attachments:

Letter dated November 30, 2007
Two (2) original Agreements

cc: Joe Abel, Director, Leisure Services Department
Ann Colby, Assistant County Attorney



St. Johns River Water Management District

Kirby B. Green III, Executive Director • David W. Fisk, Assistant Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • (386) 329-4500
On the Internet at www.sjrwmd.com.

November 30, 2007

Susan E. Dietrich
Assistant County Attorney
Seminole County Attorney's office
1101 E First Street
Sanford, FL 32771

RECEIVED
COUNTY ATTORNEY'S OFFICE
2007 DEC -3 AM 10:31

Re: Executed Permissive Use Agreement by St. Johns River Water Management District for the Sylvan Lake Park and Lake Mills Park data collection monitoring wells.

Dear Ms. Dietrich,

Enclosed please find two executed original Permissive Use Agreements. After you have submitted it to your Board of County Commissioners' for consideration please insert the date of County execution at the top of the face page of the document and return to me a fully executed original for our records.

We appreciate your cooperation in allowing us to collect this important data. If I can assist you in any way, please feel free to call me at 1-800-451-7106 extension 4201.

Sincerely,

Maretza C. Le Donne
Associate Land Acquisition Agent
Division of Land Acquisition

Enclosure

cc: Raymond B. Bunton, Jr.
Mark Ward

GOVERNING BOARD

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Michael Ertel OVIEDO	Hersey "Herky" Huffman ENTERPRISE	Arlen N. Jumper FORT McCOY	William W. Kerr MELBOURNE BEACH
			Duane L. Ottenstroer JACKSONVILLE

**SEMINOLE COUNTY/ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
PERMISSIVE USE AGREEMENT**

THIS AGREEMENT is hereby made and entered into this _____ day of _____, 2007, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is 1101 E. First Street, Sanford, Florida 32771, hereinafter referred to as the "COUNTY", and the **ST. JOHNS RIVER WATER MANAGEMENT DISTRICT**, whose mailing address is P.O. Box 1429, Palatka, Florida 32178-1429, hereinafter referred to as the "DISTRICT".

W I T N E S S E T H:

WHEREAS, COUNTY is the fee simple owner of certain real property known as Sylvan Lake Park, located in Seminole County, Florida, as more particularly identified in Exhibit "A," attached hereto and by reference made a part hereof; and

WHEREAS, DISTRICT desires to utilize COUNTY's property for the purposes of monitoring and observing environmental and hydrogeologic conditions by locating, drilling, constructing, operating, inspecting, maintaining, repairing and removing three (3) monitoring wells, water level sensors and data recorders, staff gauges (water level measuring rods), and other scientific equipment in a portion of Sylvan Lake Park, hereinafter referred to as the "Sylvan Lake Well Site" as depicted on Exhibit "A", to assist the DISTRICT with its minimum flows and levels program; and

WHEREAS, COUNTY is the fee simple owner of certain real property known as Lake Mills Park, located in Seminole County, Florida, as more particularly identified on Exhibit "B", attached hereto and by reference made a part hereof; and

WHEREAS, DISTRICT desires to utilize COUNTY's property for the purposes of monitoring and observing environmental and hydrogeologic conditions by locating, drilling, constructing, operating, inspecting, maintaining, repairing and removing three (3) monitoring wells, water level sensors and data recorders, staff gauges (water level measuring rods), and other scientific equipment in a portion of Lake Mills Park, hereinafter referred to as the "Lake Mills Well Site" as depicted on Exhibit "C", attached hereto and incorporated herein to assist the DISTRICT with its minimum flows and levels program; and

WHEREAS, COUNTY is desirous of granting to DISTRICT the right to utilize the Sylvan Lake and Lake Mills Well Sites, hereinafter referred to as "Well Sites", to accomplish the aforementioned purposes,



NOW, THEREFORE, for and in consideration of the terms, conditions, and mutual covenants hereinafter contained, COUNTY and DISTRICT, both intending to be legally bound, hereby agree as follows:

1. COUNTY hereby grants DISTRICT, its employees, representatives and agents, the right and privilege to utilize the Well Sites to locate, drill, construct, operate, inspect, maintain, repair and remove the aforescribed six (6) wells, sensors, recorders, gauges and other equipment for environmental and hydrogeologic monitoring purposes on, upon and across the Well Sites; and attain ingress and egress to and upon the Well Sites for the purpose of exercising the rights and privileges granted herein.

2. This permissive use is granted for a term of twenty (20) years commencing on the date first written above and continuing in full force and effect during said term unless revoked as described hereinbelow.

3. COUNTY retains the right to use the Well Sites in any manner not inconsistent with the rights herein granted to DISTRICT. The COUNTY does not warrant or represent that the Well Sites are safe or suitable for the purpose for which the DISTRICT is permitted to use them, and the DISTRICT assumes all risks in their use.

4. Each party to this Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions arising out of this Agreement of that party and the officers, employees, and agents thereof. The parties further agree that nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available to such parties under the laws of the State of Florida, nor as a waiver of sovereign immunity of the COUNTY beyond the waiver provided for in Section 768.28, Florida Statutes. The waiver of a provision herein by either party shall not constitute the further waiver of said provision or the wavier of any other provision.

5. Prior to initial use of the Well Sites by DISTRICT, DISTRICT shall give COUNTY at least forty-eight (48) hours notification. DISTRICT agrees that any and all work performed in the Sylvan Lake and Lake Mills Parks, including but limited to, the Well Sites in association with this Agreement shall be accomplished in a safe manner utilizing standard industry practices and in accordance

with applicable Federal, State, and local statutes, rules, regulations, and ordinances.

6. Upon termination of this Agreement, or revocation by the COUNTY, DISTRICT shall, at DISTRICT's sole cost and expense, remove all equipment, accessories, and materials owned by DISTRICT from the Sylvan Lake and Lake Mills Parks and Well Sites, plug the six (6) monitoring wells and restore the Sylvan Lake and Lake Mills Parks and Well Sites to as good a condition as they were before DISTRICT entered upon them and otherwise comply with all applicable Federal, State, and local statutes, rules, regulations, and ordinances.

7. DISTRICT shall not allow the public to access, utilize, or go upon the DISTRICT's monitoring wells, water level sensors, data recorders, staff gauges and scientific or other equipment at the Well Sites and shall install a six feet (6') green chain link fence with a four feet (4') walk gate surrounding each of the six (6) Well Sites and its appurtenant equipment.

8. DISTRICT shall provide to COUNTY annual copies of any and all data collected as a result of DISTRICT's environmental and hydrogeological monitoring activities in the Parks.

9. The license herein granted is subject to revocation by the COUNTY if the Well Sites are not utilized for the purposes outlined in this Agreement or if there is a change in ownership of the Parks.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the day and year first above written.

ATTEST:

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

W.H. [Signature]

By: [Signature]
KIRBY B. GREEN, III
Executive Director

Approved by the Office
of General Counsel

Date: November 29, 2007

[Signature]
for STANLEY J. NIEGO, Esquire
Assistant General Counsel
St. Johns River Water
Management District

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.



By: CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

SED/lpk

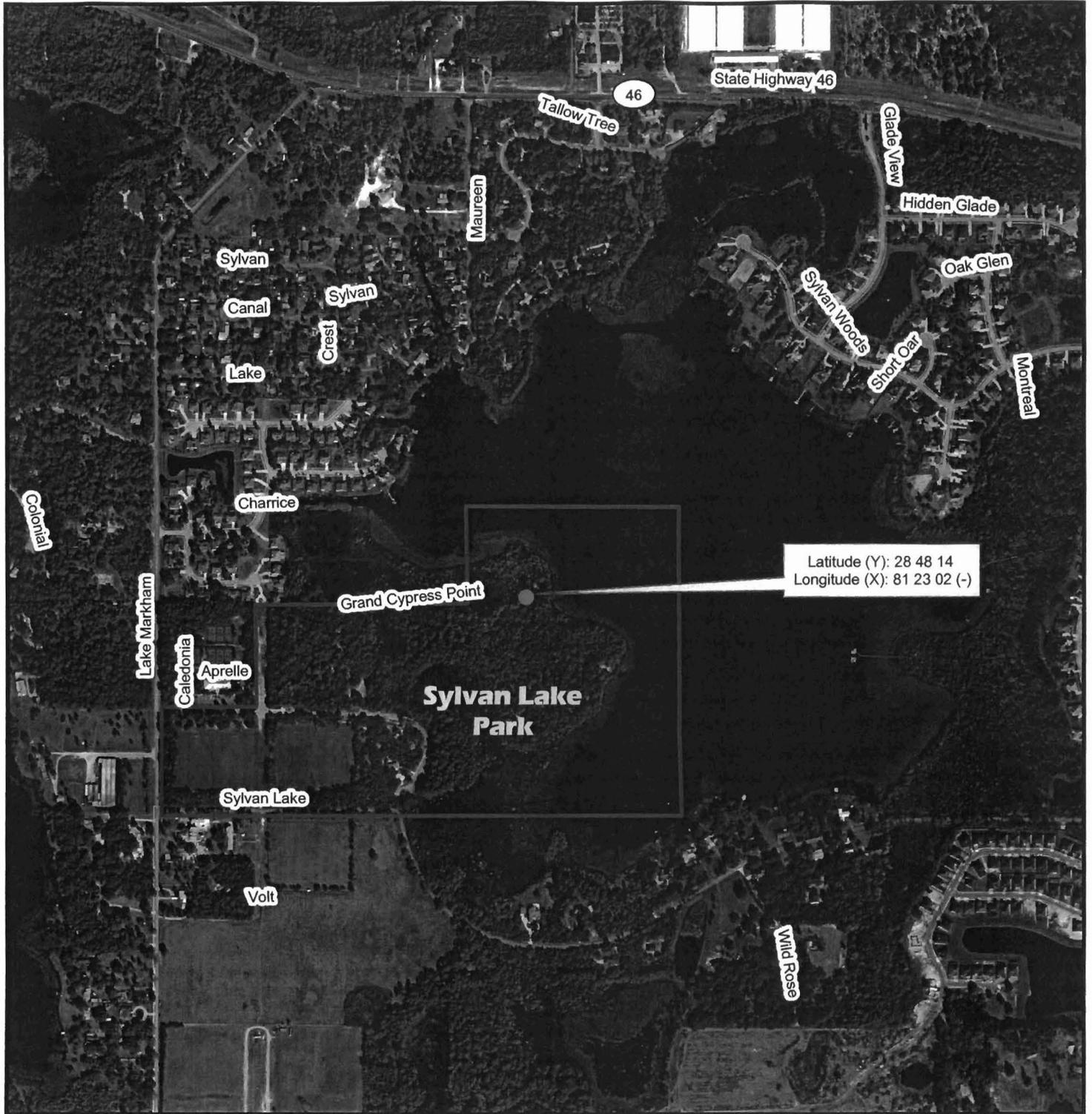
10/2/07 10/30/07

P:\Users\lkennedy\My Documents\Misc\SJRWMD permissive use agt.doc

Attachments:

- Exhibit "A"-Depiction of Sylvan Lake Park and Well Site Area
- Exhibit "B"-Depiction of Lake Mills Park
- Exhibit "C"-Lake Mills Site Map

Exhibit "A"



Seminole County, FL

Sylvan Lake Park

S26 T19S R29E

Lat 284814

Long 812302

The St. Johns River Water Management District prepares and uses this information for its own purposes and this information may not be suitable for other purposes. This information is provided as is. Further documentation of this data can be obtained by contacting: St. Johns River Water Management District, Geographic Information Systems, Program Management, P.O. Box 1429, 4049 Reid Street Palatka, Florida 32178-1429 Tel: (386) 329-4176



0.08 0.04 0 0.08 Miles



1:10415



Longitude (X): 81° 07' 19" W (-)
 Latitude (Y): 28° 37' 59" N

Seminole County, FL

1:6236

0.1 0.05 0 Miles

Lake Mills Park

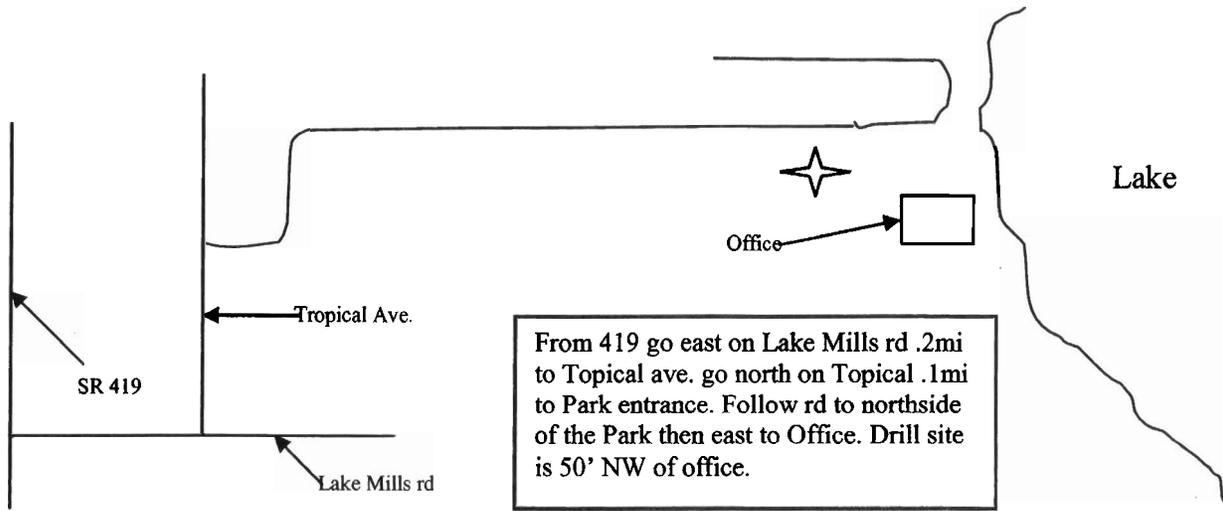
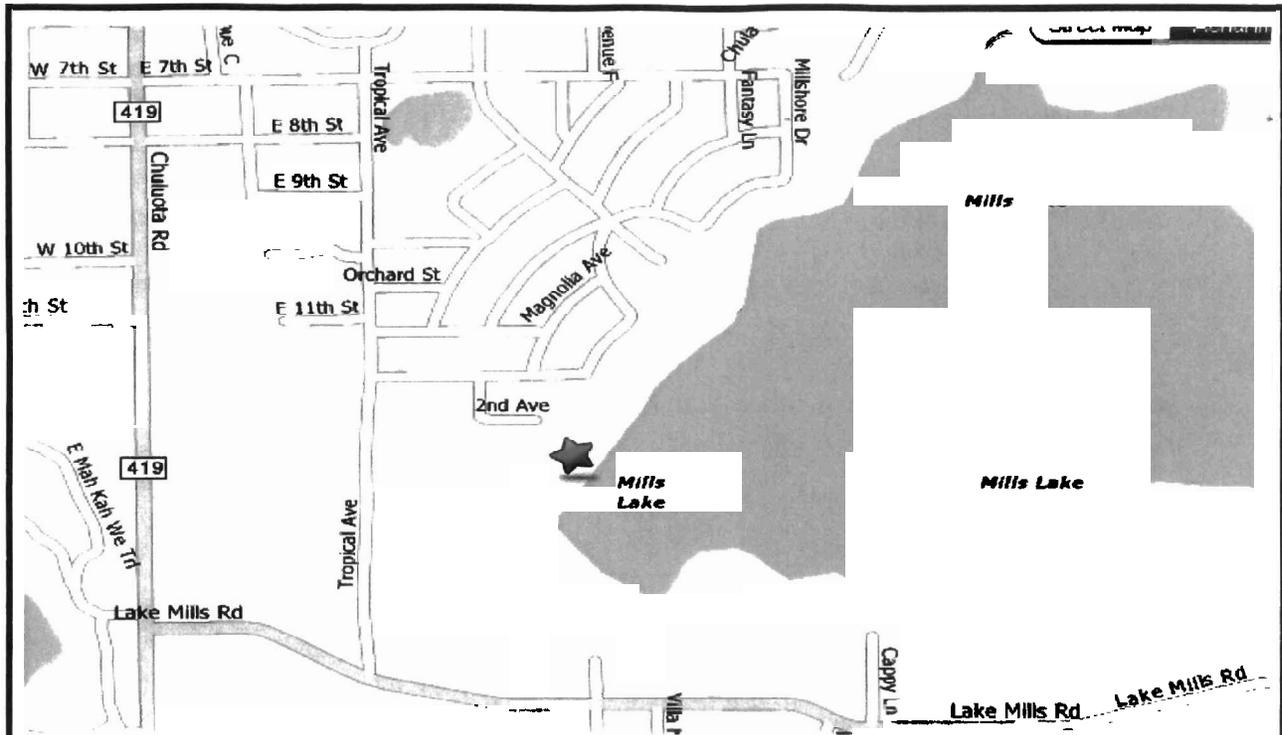
S28 T21S R32E

Lat 283759

Long 810719

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Exhibit "C"



Site: Lake Mills
Lat/Long: 283759/810719
TRS
Topo Geneva
Site Elevation:

Project No: 5111-04001

SJRWMD

Figure 1. Site Map