

# MANATEE COUNTY GOVERNMENT AGENDA MEMORANDUM

*Deferred to 12/8/98*

<b>SUBJECT</b>	IMC-Agrico Ecosystem Management Team Permitting Agreement	<b>TYPE AGENDA ITEM</b>	Consent
<b>DATE REQUESTED</b>	December 8, 1998	<b>DATE SUBMITTED/REVISED</b>	November 25, 1998
<b>BRIEFINGS?/WHO?</b>	None	<b>CONSEQUENCES IF DEFERRED</b>	None
<b>DEPARTMENT/DIVISION</b>	Planning/Community Planning	<b>AUTHORIZED BY TITLE</b>	Carol B. Clarke, AICP <i>CBC</i> Director
<b>CONTACT PERSON TELEPHONE/EXTENSION</b>	Robert H. Pederson ext. 6833	<b>PRESENTER/TITLE TELEPHONE/EXTENSION</b>	Robert H. Pederson, Community Planning Administrator, ext. 6833

**ADMINISTRATIVE APPROVAL**

*[Signature]*

**ACTION DESIRED**

INDICATE WHETHER <sup>1</sup>REPORT or <sup>2</sup>DISCUSSION, <sup>3</sup>FORM OF MOTION, or <sup>4</sup>OTHER ACTION REQUIRED:

Authorization for the Chairman to execute the non-binding IMC-Agrico Ecosystem Management/Team Permitting Agreement.

**ENABLING/REGULATING AUTHORITY**

Federal/State law(s), administrative ruling(s), Manatee County Comp Plan/Land Development Code, ordinances, resolutions, policy.)

Florida Statutes 403.075 & 403.0752

**BACKGROUND/DISCUSSION**

Continued on page 2

HAS COUNTY ATTORNEY REVIEW BEEN REQUESTED? Indicate "NO" or "YES" @ right.

If "NO," proceed to 1A/1B below. If "YES," proceed to 2A/2B below

No

1) IF "NO" TO ABOVE,

A) PLEASE EXPLAIN BELOW: (see also following section 1B re: contract, agreement, lease, etc.)

The County Attorney's Office has previously reviewed the agreement and has participated in the Team Permitting meetings

B) IF A CONTRACT, AGREEMENT, LEASE OR OTHER DOCUMENT WAS PREVIOUSLY APPROVED, STATE YEAR OF LAST USE @ RIGHT: N/A

2) IF "YES" TO FIRST QUESTION IN THIS SECTION,

A) HAS ENTIRE MATTER, OR ONLY A PORTION, BEEN REVIEWED? IF ONLY A PORTION, WHICH PORTION?

N/A

B) HAVE ALL COMMENTS/SUGGESTIONS RAISED BY COUNTY ATTORNEY BEEN ADDRESSED/INCORPORATED; IF NOT, PLEASE EXPLAIN. A COPY OF FINAL COUNTY ATTORNEY MEMO RE THIS MATTER MUST BE ATTACHED (If comments were verbal, so indicate.)

N/A

*12/1/98 Deferred to 12/8/98 regular agenda  
last consent 7*

<b>ATTACHMENTS: (List in order as attached)</b> Non-binding Agreement	<b>INSTRUCTIONS TO BOARD RECORDS:</b> Please return executed original to Susan Waters (ext. 6855) for transmittal to DEP
<b>COST</b> None	<b>SOURCE (ACCT# &amp; NAME)</b> None
<b>COMMENTS</b> None	<b>AMT./FREQ. OF RECURRING COSTS (ATTACH FISCAL IMPACT STATEMENT)</b> None

**BACKGROUND/DISCUSSION**

Continued from page 1

- **Manatee County has been participating in Team Permitting meetings for the proposed Pine Level Mine since October of 1997.**
- **The Planning, Environmental Management and Transportation Departments have been involved, in addition to the Mining Coordinator and the County Attorney's Office.**
- **The "non-binding" agreement describes the intent of Ecosystem Management, the agencies involved, and designates lead agencies for areas of technical expertise. A schedule of the Team Permitting process is also included.**



# Department of Environmental Protection

Handwritten initials: R.R.P.

Lawton Chiles  
Governor

Marjory Stoneman Douglas Building  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Virginia B. Wetherell  
Secretary

## MEMORANDUM

**PLANNING**

OCT 09 1998

**DEPARTMENT**

**TO:** All Signatories -- IMC-Agrico Company Ecosystem Management/ Team Permitting Agreement

**FROM:** Stacey D. Cowley *SDC*  
Senior Assistant General Counsel

**DATE:** October 7, 1998

**RE:** Final Version for Execution

Enclosed is a "clean" and final copy of the IMC-Agrico Company Ecosystem Management/Team Permitting Agreement for review and execution by each of the parties. We have incorporated changes requested by the U.S. Army Corps of Engineers and we have clarified the responsibilities of the Department and SWFWMD (see page 4) and the coordination of technical review on certain issues (paragraph 3, page 11). Otherwise, the Agreement is consistent with the version distributed at the team meeting last June.

By this cover, a copy of the final agreement is being sent to each principal contact and alternative contact person for each signatory entity, so please coordinate execution of the final agreement within IMC-Agrico, and each agency or governmental entity. Once executed, please forward the original execution pages to me in Tallahassee for compilation of a complete, executed agreement.

Your cooperation throughout this process has been greatly appreciated.

Enclosure

TEAM PERMITTING AGREEMENT  
IMC-AGRICO COMPANY

PINE LEVEL/ONA PHOSPHATE MINING FACILITIES

This Agreement is made and entered into by IMC-AGRICO ("IMCA"), the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP), the FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS (DCA), the FLORIDA GAME AND FRESHWATER FISH COMMISSION, CENTRAL FLORIDA REGIONAL PLANNING COUNCIL (CFRPC), TAMPA BAY REGIONAL PLANNING COUNCIL (TBRPC), SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT (SWFWMD), the FLORIDA DEPARTMENT OF TRANSPORTATION, DESOTO COUNTY, HARDEE COUNTY, and MANATEE COUNTY, and the U.S. ARMY CORPS OF ENGINEERS ("CORPS").

THRESHOLD AND PROCEDURAL MATTERS

This Ecosystem Management Team Permitting Agreement (the "Agreement") is entered pursuant to the authority provided by sections 403.075 and 403.0752, Florida Statutes. It is intended to be a non-binding agreement under subsection 403.0752(8)(c) and government approvals addressed herein will be subject to public notice, hearing and decision-making procedures (including points of entry for third parties) as further discussed below. Entry of this agreement does not constitute agency action, as provided by §403.0752(8)(c), Florida Statutes. However, any permits, licenses, approvals, variances or waivers issued by any of the participating

state or regional agencies shall be subject to the provisions of Chapter 120, Florida Statutes.

The ecosystem management concept incorporated herein includes coordinating the planning activities of state and other governmental units, land management, environmental permitting and regulatory programs, and voluntary programs, together with the needs of the business community, private landowners and the public, as partners in a streamlined and effective program for the protection of the environment. §403.075(1), Florida Statutes.

The Florida Conflict Resolution Consortium ("CRC") is a publicly funded program based in the state university system, which serves as a neutral resource for those involved with land use, environmental and growth-related conflicts.

This Agreement is intended to coordinate and facilitate permitting for two phosphate mining projects and to provide appropriate flexibility, while further achieving Net Ecosystem Benefit ("NEB") and related public objectives for the region [including lands owned by IMCA but not included in the Ona and Pine Level mines]. The parties agree that the team permitting provided hereby will reasonably achieve the objectives and meet the requirements of §403.0752 (1), (2), (3) and (4), Florida Statutes.

§403.0752(2), Florida Statutes provides that an ecosystem management agreement may be entered by the department and regulated entities when the department determines that:

- a. Implementation of such agreement meets all applicable standards and criteria so that there is a net ecosystem benefit to the subject ecosystem more favorable than operation under applicable rules;
- b. Entry into such agreement will not interfere with the department's obligations under any federally delegated or approved program;
- c. Implementation of the agreement will result in a reduction in overall risks to human health and the environment compared to activities conducted in the absence of the agreement; and
- d. Each regulated entity has certified to the department that it has in place internal environmental management systems or alternative internal controls sufficient to implement the agreement.

The DEP has determined that these requirements of §403.0752 (2) are satisfied by the approach outlined herein.

Ecosystem Management Team ("EMT") Permitting will address issue identification; delineation of information required for review of applications; coordination of review functions of staff for local governments, regional agencies, State agencies and federal agencies; and consideration of the concerns and suggestions of the public and interested third parties. However, after the EMT Permitting process has been fully conducted, each non-federal reviewing entity will follow the applicable formal decision-making process set forth in applicable law or agency rules, including without limitation local ordinances and Chapters 125, 163, 373, 378, 380, and 403, Florida Statutes, and related rules. Each agency will issue its own permit or approval. The DEP will issue the Environmental Resource Permit in accordance with the Operating Agreement Concerning Regulation under Part IV, Chapter 373, F.S. between the SWFWMD and the DEP, dated September 27, 1994, and any subsequent operating agreement between the SWFWMD and the DEP. All such formal decision-making will be conducted in a manner consistent with procedural requirements of law, including Chapter 120, Florida Statutes for those agencies subject to its provisions.

More specifically, EMT under this Agreement will address processing of applications for approval of Developments of Regional Impact ("DRI's"), applications for approvals under local land development regulations, amendments to comprehensive plans (if required), and issuance of permits by environmental regulatory

agencies for the IMC-Agrico Pine Level and Ona Mines. The parties contemplate proceeding with a comprehensive review and analysis of environmental conditions in the region while concurrently processing applications for the Pine Level and Ona Mines, respectively.

#### PARTIES

1. Each party hereto recognizes that this agreement is voluntary and nonbinding. In this regard, each entity has designated a lead representative to serve as principal contact for communication and coordination during the EMT process (listed in Exhibit A. DEP serves as the overall lead agency.

2. DEP is an agency of the State of Florida responsible for environmental permitting, mine reclamation and policy programs under Chapters 373, 378 and 403, F.S., which address matters including, among other things, proper use and conservation of state water resources, regulation of mining activities in waters of the state and related wetlands, permitting the construction of mining facilities and impoundments, regulation of discharges to surface or groundwaters, and reclamation of areas disturbed by mining and related activities.

3. DCA is an agency of the State of Florida responsible for the administration and enforcement of Chapter 380, Florida Statutes



(F.S.), which includes provisions related to Developments of Regional Impact (DFIs). The DCA has the "power and duty" under Section 380.032(3), F.S. to

Enter into agreements with any landowner, developer, or governmental agency as may be necessary to effectuate the provisions and purposes of this act or any rules promulgated hereunder.

4. SWFWMD is a public corporation of the State of Florida, with the power and responsibility to conserve, protect, manage and control the waters of the state consistent with its authority set forth in Chapter 373, Florida Statutes.

5. IMCA is a Delaware Partnership, authorized to do business and doing business in Florida. IMCA owns land in DeSoto and Manatee Counties, known as the "Pine Level" tract, and additional land in Hardee County, known as the "Ona" tract. The Pine Level and Ona tracts total about 45,000 acres. IMCA proposes to mine portions of both tracts for phosphate minerals and to reclaim disturbed areas to productive and useful post-mining purposes.

6. CFRPC is a regional planning agency established under chapter 186, Florida Statutes for purposes of conducting regional reviews of DRI's and performing other planning, coordination and review functions for various counties including Desoto and Hardee Counties.

7. TBRPC is a regional planning agency assigned the duties of conducting regional reviews of DRI's and performing other planning, coordination and review functions for various counties including Manatee County.

8. The Florida Game and Freshwater Fish Commission (FGFWFC) is established by section 9, Article IV of the Florida Constitution to "exercise the regulatory and executive powers of the state with respect to wild animal life and fresh water aquatic life".

9. The Florida Department of Transportation is an agency of the State of Florida responsible for providing a safe, interconnected statewide transportation system for Florida's citizens and visitors that ensures the mobility of people and goods, while enhancing economic prosperity and sustaining the quality of the environment.

10. CFRPC and TBRPC (collectively, the "RPC's") shall participate through their staffs in the Ecosystem Management Team Permitting process and shall further coordinate the resolution of conflicts and disputed issues of law or policy through DCA where informal resolution of such issues is not successful.

11. DeSoto County is a political subdivision of the State, with local land use plans and regulations including comprehensive plan criteria which must be met in order for mining to be conducted

within its boundaries. DeSoto County also exercises authority under Chapter 380, Florida Statutes concerning issuance of development orders for DRI's.

12. Hardee County is a political subdivision of the State, with local land use plans and regulations including comprehensive plan criteria which must be met in order for mining to be conducted within its boundaries. Hardee County also exercises authority under Chapter 380, Florida Statutes concerning issuance of development orders for DRI's.

13. Manatee County is a political subdivision of the State, with local land use plans and regulations including comprehensive plan criteria which must be met in order for mining to be conducted within its boundaries. Manatee County also exercises authority under Chapter 380, Florida Statutes concerning issuance of development orders for DRI's.

14. CFRPC, TBRPC, DeSoto County, Hardee County and Manatee County hereby agree to participate in this team permitting process in order to avoid duplication of effort, facilitate a timely and efficient decision-making process, and resolve conflicts whenever possible between applicable local, regional and state laws, rules and policies.

15. The U.S. Army Corps of Engineers ("Corps") is an agency of the federal government with authority and responsibility to process and act upon applications for activities in waters of the United States and related wetlands, as established by section 404 of the federal Clean Water Act.

16. Interested members of the public will participate in the EMT process in various ways, including public forums and public work groups, consistent with §§ 403.075(1) and 403.0752(6), Florida Statutes. All parties to this Agreement recognize the importance of early and effective public input to the EMT effort. The CRC serves as facilitator for public input to the process to coordinate public input and assure that public concerns are considered and responded to by the reviewing entities and the applicant within the scope of the EMT process.

NET ECOSYSTEM BENEFIT (NEB)

17. The parties agree that EMT, as proposed herein, will result in net ecosystem benefit and implement progressive policies for ecosystem management and team permitting advanced by State government through the undersigned public parties because:

- a. Implementation of this agreement meets all applicable standards and criteria, so that there is a net ecosystem benefit to the subject ecosystem more favorable than operation under applicable rules;

- b. Entry of this agreement will not interfere with the Department's obligations under any federally delegated or approved program;
- c. Implementation of this agreement will result in a reduction in overall risks to human health and the environment compared to activities conducted in the absence of the agreement; and
- d. IMC-Agrico has certified to the Department that it has in place internal environmental management systems or alternative internal controls sufficient to implement this agreement.

18. The parties have preliminarily identified various NEB's that may be implemented in conjunction with the Pine Level and Ona mines. A summary of NEB's is attached hereto as Exhibit B and shall be revised as appropriate as the EMT process proceeds.

#### COVENANTS AND CONDITIONS

NOW, THEREFORE, based on the factual statements and recitations set forth above and in view of the mutual covenants, considerations and conditions herein, the parties hereto agree as follows:

1. The recitals, representations and agreements set forth above are incorporated herein and are essential elements of this Agreement.

2. The parties agree as follows as to their actions generally:

a. The reviewing entities will give priority to and expedite their actions in order to meet the schedule set forth in Exhibit C. Once the formal review process begins for the consolidated application, the time frames normally applied by each reviewing entity (i.e. Chapter 120, Florida Statutes or local ordinances) will control unless waived at that time by the applicant.

b. The reviewing entities agree to make every effort practical to avoid duplicative review, eliminate review not required for the proposed IMCA Pine Level and Ona Mines, and to expedite review of related approvals and permits.

3. The parties agree that DEP is in charge of coordinating the technical review of impacts related to wetlands, groundwater, surface water, floodplains, aquifer recharge, soils and geotechnical subsurface evaluation, stormwater management, solid waste (clay and sand tailings resulting from mining) and mine reclamation.

4. DEP, as lead agency, will assure the early compilation of a master inventory of issues and tasks, utilizing comments and recommendations from all parties and participants in the Team Permitting process. DEP acknowledges and accepts as a reasonable

objective IMCA's goal of responding to no more than one comprehensive Request for Additional Information.

5. Nothing herein shall in any way affect, modify, or revoke any agreement between the Department of Environmental Protection and the U.S. EPA pertaining to the delegation of responsibilities and powers. Primary NEPA review shall remain the responsibility of the Army Corps of Engineers ("Corps"). Similarly, the parties also recognize that the Corps and EPA are governed by federal laws and regulations and if such laws and regulations are determined by the Corps or EPA to conflict with the provisions of this agreement, then the requirements of such laws and regulations shall control the procedures to be followed by the Corps or EPA.

6. CFRPC and TBRPC have agreed that consultants for each Regional Planning Council will not be the most efficient approach for the EMT process, and therefore will utilize one group of consultants, to be selected by CFRPC with the concurrence of TBRPC, to serve as technical advisors to the staff of both Councils.

7. CFRPC will serve as lead agency to coordinate the team effort in the preparation of a Consolidated Development Application ("CDA"), using the DRI ADA standard format and individual requirements of the local governments, regional, state and federal agencies.

## DRI ISSUES

8. IMCA shall seek a DRI Approval (development order) for the proposed Pine Level and Ona Mines, subject to the further conditions of this Agreement.

9. The pre-application conference requirements of Section 380.06(7), F.S., are waived as to CFRPC by mutual consent.

10. The parties agree that the ADA will not be required to address the following questions in the DRI standard ADA format:

Potable water supply; wastewater management; domestic solid, hazardous or medical waste; air quality related to motor vehicle emissions; hurricane preparedness <sup>1</sup>; adequate housing; police and fire protection; education; health care; energy; recreation and open space; and specific project questions 31, 32, 33, 36, 37 and 38.

11. It is the primary responsibility of the jurisdictional local government and in some cases, the DEP to determine that adequate potable water, sewer, solid waste, police and fire protection and health care services presently are available to

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<sup>1</sup> IMC-Agrico will address subpart (c) of this issue (as set forth in the standard DRI ADA format) but not subparts (a) or (b).



serve the projects consistent with any relevant adopted level of service standards.

12. All parties to this agreement will commit the time, effort and resources to resolve differences between entities on technical issues in good faith as expeditiously as possible.

13. In light of the "team permitting" efforts described herein, the parties further acknowledge IMCA's objective of responding to a comprehensive set of ADA sufficiency questions. The parties agree that an objective of this agreement is that information to be submitted by IMCA as part of the comprehensive application package shall be sufficient to address the DRI ADA questions that IMCA must address for the Pine Level and Ona Mines.

14. This Agreement shall not entitle IMCA to a final DRI development order approving either of the projects nor any other necessary permits, approvals or authorizations from DEP or other agencies.

15. Nothing in this Agreement shall constitute a waiver by DCA or IMCA to appeal any future DRI development orders pursuant to Section 380.07, F.S.

16. Upon the issuance of a final DRI development order pursuant to Chapter 380, F.S., or any final agency permits or

approvals for the project, the conditions and restrictions of that development order and any such agency permits or approvals shall supersede this Agreement where inconsistent with this Agreement. All other provisions of this Agreement shall remain in full force and effect.

#### COMPREHENSIVE PLAN AMENDMENTS

17. In order to ensure coordination of the review of the Pine Level and Ona DR's with any related comprehensive plan amendment or amendments pursuant to Chapter 163, Part II, F.S., as may be required by IMCA plans, DCA further agrees to:

a. Expedite, in timeframes shorter than those allowed by law, its review of any related proposed or adopted comprehensive plan amendment;

b. In order to eliminate redundancy and duplication, accept the Ecosystem "team permitting" application information package, when sufficient, as adequate data and analysis to address similar comprehensive plan amendment issues.

TERMINATION

18. DEP may terminate this Agreement by written notice to all other parties or request renegotiation of this Agreement if:

a. There has been a material change in conditions from the original agreement such that the intended net ecosystem benefit is not being, and may not reasonably be expected to be, achieved through continuation of the agreement;

b. Continuation of the agreement will result in economic hardship or competitive disadvantage; or

c. A party has violated the terms of the agreement.

19. Notices under this agreement shall be sent by certified mail, return receipt requested, express mail or telefax to the parties listed in Exhibit A.

20. IMCA may terminate this agreement at any time by giving notice to the parties as provided in paragraph 18 above. Government parties, other than DEP, may withdraw from the agreement at any time, but may not terminate the agreement.

\*\*\*\*\*

21. The date of execution of this Agreement shall be the date that the last party signs and acknowledges the Agreement.

IN WITNESS THEREOF, the parties, by and through the undersigned duly authorized representatives, have executed this Agreement on the dates set forth below.

IMC-Agrico Co.

By \_\_\_\_\_  
Title \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

SWORN TO and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 1998, by \_\_\_\_\_, who is personally known to me/has produced \_\_\_\_\_ for identification.

\_\_\_\_\_  
Notary Public  
State of Florida

STATE OF FLORIDA  
DEPARTMENT OF COMMUNITY AFFAIRS

By \_\_\_\_\_  
Title \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

SWORN TO and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 1998, by \_\_\_\_\_, who is personally known to me/has produced \_\_\_\_\_ for identification.

\_\_\_\_\_  
Notary Public  
State of Florida

STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL  
PROTECTION

By \_\_\_\_\_  
Title \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

SWORN TO and subscribed before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 1998, by \_\_\_\_\_, who  
is personally known to me/has produced \_\_\_\_\_  
\_\_\_\_\_ for identification.

\_\_\_\_\_  
Notary Public  
State of Florida

AGREED TO this \_\_\_\_\_ day of \_\_\_\_\_, 1998.

Southwest Florida Water  
Management District

Attest: \_\_\_\_\_  
SALLY THOMPSON  
SECRETARY, GOVERNING  
BOARD

By \_\_\_\_\_  
JAMES L. ALLEN  
CHAIR, GOVERNING BOARD  
2379 Broad Street  
Brooksville, Fl. 34609-6899



Florida Department of  
Transportation

By \_\_\_\_\_  
Title \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

SWORN TO and subscribed before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 1998, by \_\_\_\_\_, who  
is personally known to me/has produced \_\_\_\_\_  
\_\_\_\_\_ for identification.

\_\_\_\_\_  
Notary Public  
State of Florida

Florida Game and Freshwater  
Fish Commission

By \_\_\_\_\_  
Title \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

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\_\_\_\_\_, 1998, by \_\_\_\_\_, who  
is personally known to me/has produced \_\_\_\_\_  
\_\_\_\_\_ for identification.

\_\_\_\_\_  
Notary Public  
State of Florida

Central Florida Regional  
Planning Council

By \_\_\_\_\_  
Title \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

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\_\_\_\_\_, 1998, by \_\_\_\_\_, who  
is personally known to me/has produced \_\_\_\_\_  
\_\_\_\_\_ for identification.

\_\_\_\_\_  
Notary Public  
State of Florida

Tampa Bay Regional Planning  
Council .

By \_\_\_\_\_  
Title \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

SWORN TO and subscribed before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 1998, by \_\_\_\_\_, who  
is personally known to me/has produced \_\_\_\_\_  
\_\_\_\_\_ for identification.

\_\_\_\_\_  
Notary Public  
State of Florida

DeSoto County, Florida

By \_\_\_\_\_  
Title \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

SWORN TO and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 1998, by \_\_\_\_\_, who is personally known to me/has produced \_\_\_\_\_ for identification.

\_\_\_\_\_  
Notary Public  
State of Florida

Hardee County, Florida

By \_\_\_\_\_  
Title \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

SWORN TO and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 1998, by \_\_\_\_\_, who is personally known to me/has produced \_\_\_\_\_ for identification.

\_\_\_\_\_  
Notary Public  
State of Florida

Manatee County, Florida

By \_\_\_\_\_  
Title \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

SWORN TO and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 1998, by \_\_\_\_\_, who is personally known to me/has produced \_\_\_\_\_ for identification.

\_\_\_\_\_  
Notary Public  
State of Florida

U.S. Army Corps of Engineers

By \_\_\_\_\_  
Title \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

SWORN TO and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 1998, by \_\_\_\_\_, who is personally known to me/has produced \_\_\_\_\_ for identification.

\_\_\_\_\_  
Notary Public  
State of Florida



Exhibit A

Principal Contact

Alternate

DEP/SWD

Kathy Liles  
504 Cressida Circle  
Spring Hill, Florida 34609  
Phone: (352) 686-0948  
Fax: same as above

DEP/SWD

Diane McCommons Beck  
170 Century Blvd.  
Bartow, Florida 33830  
Phone: (941) 534-1448  
Fax: (941) 534-7058

DEP/BMR

Orlando Rivera  
2051 East Dirac Drive  
Tallahassee, Florida 32310  
Phone: (850) 488-8217  
Fax: (850) 488-1254

DEP/BMR

Kristine Keenan  
2051 E. Dirac Drive  
Tallahassee, Florida 32310  
Phone: (850) 488-8217 x15  
Fax: (850) 488-1254

SWFWMD

Rand Frahm  
2379 Broad Street  
Brooksville, Florida 34609  
Phone: (352) 796-7211  
Fax: (352) 754-6749

SWFWMD

Karen West  
2379 Broad Street  
Brooksville, Florida 34609  
Phone: (352) 796-7211 x4651  
Fax: (352) 754-6878

DCA

Tom Beck  
2555 Shumard Oak Blvd.  
Tallahassee, Florida 32399  
Phone: (850) 922-1786  
Fax: (850) 488-3309

DCA

Mike McDaniel  
2555 Shumard Oak Blvd.  
Tallahassee, Florida 32399  
Phone: (850) 487-4545  
Fax: (850) 488-3309

CFRPC

Brian Sadt  
490 E. Davidson Street  
Bartow, Florida 33830  
Phone: (941) 534-7130  
Fax: (941) 534-7138

CFRPC

Robert Weidrich  
490 E. Davidson Street  
Bartow, Florida 33830  
Phone: (941) 534-7130  
Fax: (941) 534-7138

**TBRPC**

Tim Butts  
 9455 Koger Blvd.  
 Suite 219  
 St. Petersburg, Florida 33702  
 Phone: (813) 577-5151 x255  
 Fax: (813) 570-5118

**DESOTO**

Brandi Clement  
 201 E. Oak Street  
 Suite 204  
 Arcadia, Florida 34266  
 Phone: (941) 993-4811  
 Fax: (941) 993-4815

**HARDEE**

Ron Stowers  
 401 W. Main Street  
 Wauchula, Florida 33873  
 Phone: (941) 773-3236  
 Fax: (941) 773-6284

**MANATEE**

Carol Clarke  
 1112 Manatee Avenue West  
 4th Floor  
 P.O. Box 1000  
 Bradenton, Fl. 34206  
 Phone: (941) 749-3070  
 Fax: (941) 749-3071

**IMCA**

Selwyn Presnell  
 P.O. Box 2000  
 Mulberry, Florida 33860  
 Phone: (941) 428-2720  
 Fax: (941) 428-2724

**FGFWFC**

Jim Beever  
 29200 Tuckers Grade  
 Punta Gorda, Florida 33955  
 Phone: (941) 575-5765  
 Fax: (941) 575-5766

**TBRPC**

Suzanne Cooper  
 9455 Koger Blvd.  
 Suite 219  
 St. Petersburg, Florida 33702  
 Phone: (813) 577-5151  
 Fax: (813) 570-5118

Gary Vorbeck  
 Vorbeck & Vorbeck  
 207 E. Magnolia  
 Arcadia, Florida 34266  
 Phone: (941) 494-5757  
 Fax: (941) 494-0016

Gary Vorbeck  
 Vorbeck & Vorbeck  
 207 E. Magnolia  
 Arcadia, Florida 34266  
 Phone: (941) 494-5757  
 Fax: (941) 494-0016

Jeffrey N. Steinsnyder  
 Office of the County Attorney  
 1112 Manatee County Ave. W.  
 Suite 969  
 Bradenton, Florida 34206  
 Phone: (941) 745-3750  
 Fax: (941) 749-3089

**IMCA**

Ted Smith  
 P.O. Box 2000  
 Mulberry, Florida 33860  
 Phone: (941) 428-2500 x3615  
 Fax: (813) 634-9763

**FGFWFC**

Tim King  
 3829 Teneroc Mine Road  
 Lakeland, Florida 33805  
 Phone: (941) 499-2421  
 Fax: (941) 499-2692

**CORPS**

Ron Silver  
ACOE - Reg. Division  
P.O. Box 4970  
Jacksonville, Florida 32332  
Phone: (904) 232-1660  
Fax: (904) 232-1684

**FDOT**

Debbie Hunt  
801 N. Broadway  
P.O. Box 1249  
Bartow, Florida 33831  
Phone: (941) 519-2343  
Fax: (941) 549-7172

**CORPS**

Margaret Langworthy  
ACOE - Reg. Division  
P.O. Box 4970  
Jacksonville, Florida 32332  
Phone: (904) 232-1660  
Fax: (904) 232-1684

John Czerepak  
801 N. Broadway  
P.O. Box 1249  
Bartow, Florida 33831  
Phone: (941) 519-2343  
Fax: (941) 549-7172

## Exhibit B

### NET ECOSYSTEM BENEFIT

"Net ecosystem benefit" means that review under this process must produce a result more favorable to the ecosystem than conventional reviews. Far from compromising their substantive standards of review, participants look for ways to exceed them. In order to obtain the coordinated and concurrent review, the applicant must show that such a benefit is likely before the agencies and jurisdictions agree to enter into process. The following opportunities for net benefit to the greater Peace River ecosystem have been discussed by the participating agencies, jurisdictions, and IMC-Agrico, and have been deemed sufficient to warrant an ecosystem permitting approach to reviewing the applications. Additional opportunities will continually be sought as the process moves forward.

#### OPPORTUNITIES FOR NET ECOSYSTEM BENEFITS

- Holistic focus on ecosystem-wide impacts and benefits, considering factors both inside and outside the project boundaries.
- Formalized, early, and continuing public participation.
- Establishment and long-term protection of a greenway or integrated habitat network on IMC-Agrico property, both inside and outside the project boundaries.
- Restoration of areas currently in agriculture to upland habitat and connections.
- Restoration of some historic water flow and hydrology in the Peace River System.
- Improvement of recreational opportunities.
- Evaluation of opportunities to coordinate with the Southwest Florida Water Management District's Comprehensive Surface Water Management Initiative.

#### COORDINATED AND CONCURRENT REVIEW

"Coordinated and concurrent review" in this case means that the participating agencies and jurisdictions agree to coordinate their activities to avoid duplication and arrive at a common understanding of the relevant issues. They further agree to a joint process to:

- concurrently identify relevant questions and needed information;
- concurrently review the applications for their respective permits, and;

- coordinate their individual agency or local government responses, resulting in mutually reinforcing permitting decisions, improved coordination, a more accurate process, innovative approaches and ultimately a better process.

The anticipated result for the applicant is a significantly shorter and more efficient review process. The anticipated benefit for the reviewing agencies and jurisdictions is a more accurate, efficient, and innovative review procedure. The anticipated benefit for Florida is the best possible outcome for the environment.

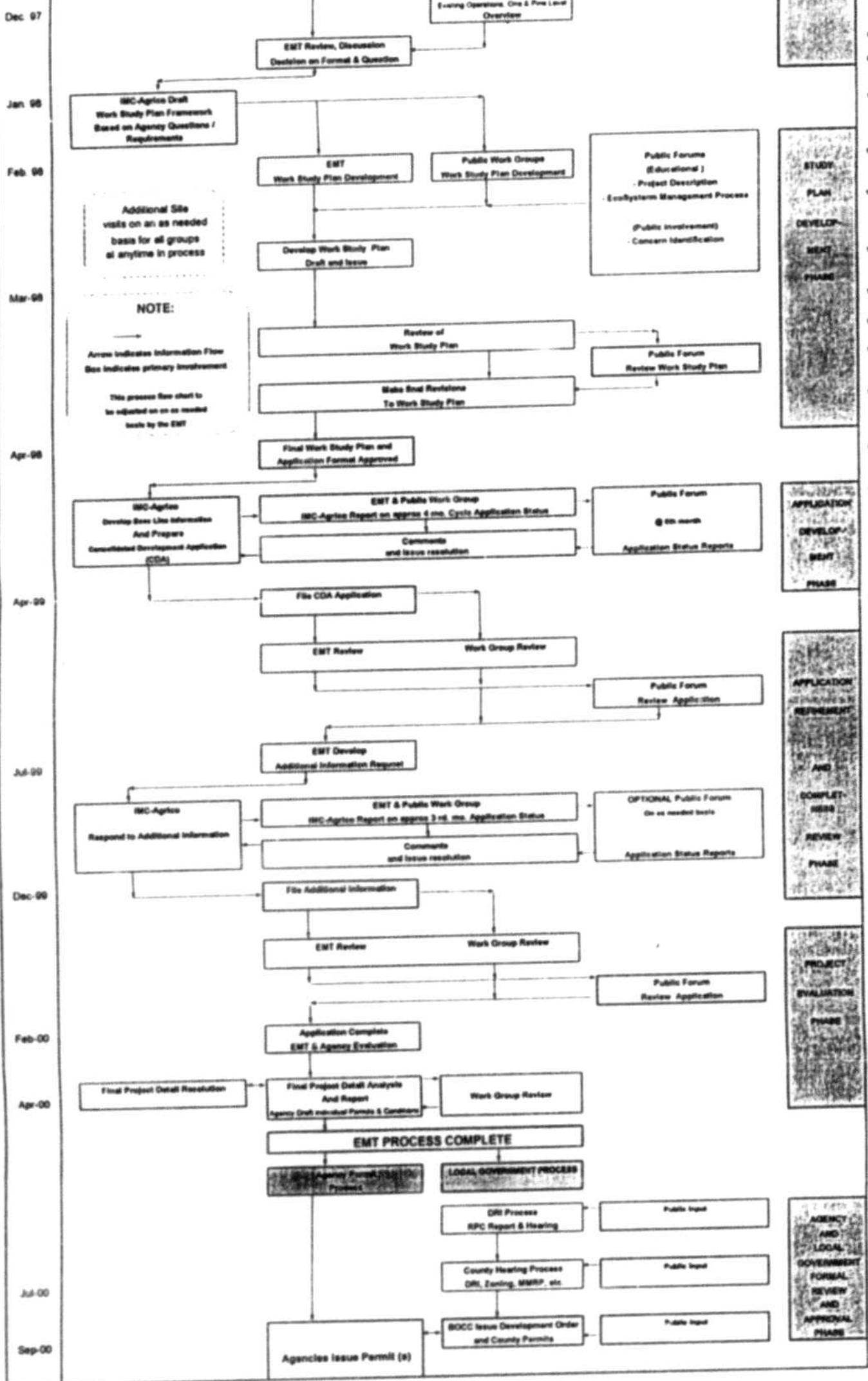


Exhibit C

Stafford v. ...