



# LAKE WORTH DRAINAGE DISTRICT GUIDELINES FOR RESIDENTIAL ASSOCIATIONS

## **Maintenance and Operation of Residential Association Drainage Systems**

### **General Description of Drainage System:**

Many communities utilize a Discharge Control Structure (DCS); commonly known as a weir, in the design of their internal drainage system. There are two types of DCS, fixed and operable. A fixed DCS does not have a mechanism allowing for the manual increase in water being discharged. An operable DCS will have a plate, wooden boards or weir that can be raised/opened and lowered/closed allowing for the increased manual discharge of water. (*Figures 1, 2 & 3*)

Most modern day drainage systems do not require human intervention. Average rainfall will flow into the lake system through swales and drains and over the DCS into Lake Worth Drainage District canals. During a severe storm, temporary street flooding is expected but this is only for a short time until the natural progression of drainage occurs. It is the option of the Residential Association to request permission from Lake Worth Drainage District to open their operable DCS prior to or after a storm event. It is important to note that water cannot be replaced once it is lost. If the predicted rainfall is not received, the community's lake levels may remain low until additional rainfall occurs.

The most important action to take to protect your community from flooding is regular inspection and maintenance of the community's drainage system. This is to ensure the DCS (fixed or operable), swales, drains and outfall pipes have an unobstructed flow. Inspection and maintenance is the sole responsibility of the Residential Association however LWDD staff is available to assist with any questions you may have and can arrange on-site visits to discuss your specific drainage system. (*Figures 4, 5 & 6*)

### **Operable Discharge Control Structure:**

The operable DCS must remain in the lowered/closed position and locked at all times. Only when authorized by LWDD can the operable DCS be raised/opened prior to or after a storm event. If the operable DCS is opened without authorization and the canal system is at a higher elevation than the internal lake system canal water may backflow into the community's lakes which may cause or contribute to local flooding in the community.

### **Authority:**

The Lake Worth Drainage District, pursuant to Order No. 97-32DAO-SWM of the South Florida Water Management District (Exhibit 1), has the authority to allow Residential Associations to open their operable DCS if water is entering into a private home, remains on a road for seventy-two (72) hours or if LWDD has determined there is a serious life-safety issue.



### **Pre-Designated Contact:**

The Residential Association must pre-designate, in writing, the individual(s) who are authorized to act on behalf of the community regarding the maintenance and operation of its DCS. These individuals may be board members, drainage committee members, storm teams or individuals from a property management company. The Residential Association is responsible for updating Lake Worth Drainage District with current and complete information. It is suggested Residential Associations updated their information with Lake Worth Drainage District at least once each year even if there have been no changes.

### **When to Call:**

Residential Associations are NOT allowed to raise/open an operable DCS during a storm event. Authorization will not be granted during a storm event. Requests must be made before or after a storm.

### **Procedure:**

- Requesting Authorization – The Pre-Designated Contact individual must call the District for authorization prior to opening a DCS. To obtain authorization, call the District's main phone number 561-737-3835 during regular business hours: Monday through Friday from 8:00 a.m. to 5:00 p.m. and advise the receptionist that you are calling for authorization to open a DCS. You may also call the Storm Line at 561-495-4054 for pre-recorded updates. Once given instructions on when to open and close the operable DCS you may be required to leave your name, community name, phone number and time the DCS was opened. After business hours and weekends call the On-call phone number 561-699-7701 to speak with a staff member.
- Closing – The Association must also accept the responsibility to close the DCS. The Association must notify the District, via the phone numbers above, that the operable DCS is lowered/closed and secured. The DCS must remain lowered/closed during the storm. This is imperative to avoid waters from the canal system from entering into the community's internal lake system.
- Reopening – After the storm event, the Association may request to reopen the DCS following the procedures listed above. Authorization to do so will only be given if the canal system can accept the additional water and the subdivision is in an emergency situation as described above under the section **Authority**.
- Reclaimed Water Use – Communities with adjustable weirs utilizing reclaimed water to recharge their internal lake systems are required to execute a Reclaimed Water Discharge Agreement (Exhibit 2) with Lake Worth Drainage District prior to accepting the reclaimed water into their community's drainage system. Authorization from the District Manager or District Assistant Managers is required prior to opening the DCS.

**Non-compliance:**

The operable DCS must remain lowered/closed and locked at all times. The Lake Worth Drainage District will disable the adjustable portion of the DCS if these guidelines are not followed or are abused.

**Education:**

Lake Worth Drainage District staff is available to meet on-site with communities or give a brief presentation at Residential Association meetings. To schedule a meeting or speaker, contact Rosemary Rayman, Director of Information Services at 561-737-3835 or email at [rosemaryrayman@lwdd.net](mailto:rosemaryrayman@lwdd.net).

## Figures 1 through 3



**Figure 1: Example of Operable  
DCS community outfall pipe**



**Figure 2: Example of Operable  
DCS to Community Lake**



**Figure 3: Example of adjustable  
boards on a Flash Board  
Operable DCS**



## Figures 4 through 6



**Figure 4: Example water grasses obstructing flow in Operable DCS**



**Figure 5: Example of vegetation and trash obstructing flow in drain**



**Figure 6: Example of vegetation obstructing flow in drain**

# Exhibit 1

## Sample

### AGREEMENT BETWEEN LWDD AND (Property Owner's Name) TO PERMIT DISCHARGE OF RECLAIMED WATER

THIS AGREEMENT executed this the \_\_\_\_ day of \_\_\_\_\_, 2012 by and between the LAKE WORTH DRAINAGE DISTRICT, A Special Taxing District in the State of Florida, whose mailing address is 13081 Military Trail, Delray Beach, Florida 33484-1105, hereinafter referred to as "DISTRICT", and \_\_\_\_\_, whose mailing address is \_\_\_\_\_, hereinafter referred to as "\_\_\_\_"; and

WNEREAS, \_\_\_\_\_ contains a lake system as an amenity and Stormwater system for the community; and

WHEREAS, Palm Beach County Water Utilities Department, hereinafter referred to as "PBCWUD", is in the process of implementing a diverse and integrated reclaimed water program, in accordance with Florida Administrative Code Chapter 62 – Department of Environmental Protection, Section 62-610.830(4), that includes residential irrigation within Palm Beach County; and

WHEREAS, it is the desire of \_\_\_\_\_ to accept the reclaimed water from PBCWUD to recharge the lake system of \_\_\_\_\_; and

WHEREAS, the DISTRICT has issued permits to \_\_\_\_\_ for stormwater control structures, which are currently operable gated weirs; and

WHEREAS, it is the desire of the parties to enter into this agreement to permit the discharge of reclaimed water from PBCWUD into the lake system of \_\_\_\_\_.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable considerations, received by each party from the other, it is hereby agreed as follows:

1. The facts above are true and correct.
2. \_\_\_\_\_ agrees to remove the wheels from the gated weirs of the permitted water control structures, thereby rendering the gated weirs inoperable. \_\_\_\_\_ is authorized to adjust the gated weirs of the permitted water control structures only upon DISTRICT written approval in emergency situations.
3. The DISTRICT agrees to work with \_\_\_\_\_, PBCWUD and the Department of Environmental Protection to authorize the discharge of reclaimed water into the lake



system of \_\_\_\_\_ upon confirmation that the gated weirs of the permitted water control structures have been rendered inoperable.

4. This Agreement may be terminated by either party by providing twenty-four (24) hour written notice. In the event should \_\_\_\_\_ operate the gated weirs without written approval from the DISTRICT, \_\_\_\_\_ authorizes the DISTRICT personnel access to the permitted water control structures and to render the permitted water control structures inoperable without notice.

6. \_\_\_\_\_ agrees to indemnify and hold the DISTRICT harmless of and from any and all liability which the DISTRICT may or could sustain as a result of or emanating this agreement.

7. \_\_\_\_\_ shall hold harmless the DISTRICT for any and all damages that may be caused by the DISTRICT to the permitted water control structures, while exercising its responsibilities and obligations of maintenance of its drainage system.

8. \_\_\_\_\_ agrees to pay the reasonable attorney's fees incurred by the DISTRICT in the drafting, reviewing and enforcement of the terms and conditions of the subject Agreement.

9. The parties hereby agree from time to time to execute and deliver such further and other transfers, assignments, and documents and to do all matters and things, which may be convenient to more effectively and completely carry out the intentions of this easement.

10. All notices required or allowed by this Agreement shall be delivered in person or mailed by Certified Mail -- Return Receipt Requested, postage prepaid, to the party upon whom such notice is to be given at the following addresses:

## **Exhibit 2**

### **BEFORE THE GOVERNING BOARD OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT**

**ORDER NO. SFWMD 9'7-32 DAO-  
SWM**

**IN RE:  
CONDITIONAL AUTHORIZATION TO  
OPERATE WATER CONTROL STRUCTURES  
IN ANTICIPATION OF OR IN RESPONSE TO  
DEFINED EMERGENCY TRIGGERS**

Pursuant to Chapter 373, F.S., and the rules promulgated thereunder, this Conditional Authorization to Operate Water Control Structures in Anticipation of or in Response to Defined Emergency Triggers (Conditional Authorization) is entered into between the SOUTH FLORIDA WATER MANAGEMENT DISTRICT (SFWMD) and LAKE WORTH DRAINAGE DISTRICT (LWDD), by mutual consent, and without this Conditional Authorization constituting a waiver of any authority of the SFWMD under Chapter 373, Fla. Stat.

#### **FINDINGS OF FACT**

1. The SFWMD is a public corporation of the State of Florida existing by virtue of Chapter 25270, Laws of Florida, 1949, and operating pursuant to Chapter 373, Fla. Stat., and Title 40E, Fla. Admin. Code, as a multipurpose water management district with its principal office at 3301 Gun Club Road, West Palm Beach, Florida, 33406. The SFWMD is authorized to enter into agreements pursuant to section 373.083, Fla. Stat.

2. The LWDD is a Special Taxing District created in 1915 under the General



Drainage Law of the State of Florida and given those powers and responsibilities enumerated in Chapter 61-147, Florida Statutes;

3. The SFWMD and the LWDD desire to establish a Conditional Authorization that addresses the use of certain water control structures described herein as emergency structures within the boundaries of the LWDD. This Conditional Authorization, and permits issued pursuant to this Conditional Authorization, authorizes operation of water control structures in a manner which avoids and minimizes adverse impacts to off-site surface water management systems and the water resources of the SFWMD, to alleviate the duration of localized flooding in extreme rainfall events, and to protect public health, safety and welfare.

4. The LWDD operates a permitted regional surface water management system (the LWDD System) that serves approximately 218 square miles in central and southern Palm Beach County. Within this drainage network are numerous water control structures that regulate surface water discharges within and from the LWDD system and conserve water for irrigation purposes.

5. In the early 1980's the Hillsboro Basin allowable discharge rate was reduced from 70 CSM to 35 CSM. The LWDD and the SFWMD verbally agreed at that time to allow the use of certain emergency structures in order to help alleviate the duration of localized flooding in low lying areas.

6. The LWDD has a policy of allowing emergency structures which has been implemented since the early 1980's. It is the requirement of the LWDD to have Homeowners' Associations request permission from the LWDD before operating any

structure for emergency discharge into the LWDD System from a subdivision surface water management system. The LWDD does permit the use of these structures and enforces the unauthorized operation of these structures.

#### CONDITIONAL AUTHORIZATION AND AGREEMENT

Therefore, the SFWMD and LWDD mutually agree to the following terms and conditions of authorization:

##### A. LWDD RESPONSIBILITIES

7. The LWDD shall require and process permits from any group or person (permittee / operating entity) requesting the construction and/or operation of an emergency structure that is connected to a LWDD canal. Such permit(s) shall contain the following Special Condition:

***The emergency control type structure shall remain closed at all times unless specific approval is granted by the Lake Worth Drainage District for its operation. At no time, shall the structures be operated to bypass the water quality detention requirements for the project or to lower the lake levels below the permitted control elevation for the project except as authorized by the SFWMD. If for whatever reason, it is determined that the permittee is not complying with the directives of the LWDD, and/or is operating the structures contrary to their intended purpose as an emergency outflow, (when LWDD conditions permit) the structure shall be modified to render the emergency***



*structure inoperable. In addition, the emergency structures shall be equipped with a lock mechanism to prevent its unauthorized use, and a staff gauge shall be installed upstream of the structure so that lake levels within the project can be instantly determined. By accepting this permit, the permittee and/or assigns agrees to allow the LWDD to ingress/egress and render the emergency portion of the structure(s) inoperable, for non-compliance or to prevent potential or actual unacceptable adverse impacts.*

8. For purposes of this Conditional Authorization, the LWDD will be the sole contact agency for any permittee / operating entity that has been permitted by the LWDD for requests to operate an emergency structure.

9. The LWDD will contact the SFWMD to inform staff of all emergency requests for operation of structures that have been approved by the LWDD.

10. The LWDD shall immediately inform the permittee / operating entity to close the structures if requested to do so by SFWMD staff. If the structure is not closed immediately by the permittee / operating entity, the LWDD shall take such measures as necessary to close the structure. The LWDD shall enforce against improper use of the emergency structures. If it is determined by the LWDD or SFWMD staff that an emergency structure was, or is, improperly used, the LWDD shall take whatever steps are necessary to ensure the structure is rendered inoperable.

11. The LWDD shall by permit, or other means as maybe necessary, require all existing emergency structures that connect to the LWDD System to have a lock mechanism installed to prevent unauthorized opening of the structure, if a locking

mechanism does not already exist. LWDD, shall assist the District in identifying existing emergency structures which connect to a LWDD ditch so a complete inventory is accomplished within 180 days of execution of this Conditional Authorization. The LWDD shall record and notify permittees that do not have locking devices on their structures, when identified.

12. During the LWDD's review process of an application to construct and operate emergency structures, the LWDD shall consider potential adverse impacts operation of said structures may have on downstream surface water management systems and the levels of flood protection to affected lands. If the LWDD determines unacceptable potential adverse impacts will occur, within their system, the LWDD shall not allow the construction or operation of said structures.

13. It is the intent of both the LWDD and the SFWMD to conserve fresh water whenever possible. The LWDD shall consider water conservation each time a request is made to operate an emergency structure and shall to the maximum extent practicable under the circumstances avoid discharge to tide. It is recognized that potential emergency circumstances may warrant lowering a surface water management system's water level below control elevation for a period of time. The LWDD shall receive prior approval from the SFWMD for the lowering of water levels within a project's surface water management system that discharges into the LWDD System to a level below the existing project control elevation.



**B. JOINT RESPONSIBILITIES**

14. Permittees / operating entities proposing to discharge to the SFWMD canal system shall be required to obtain a permit from the SFWMD as well as the LWDD. SFWMD shall continue to coordinate with the LWDD the permitting of applications for the construction and operation of emergency structures that connect to the LWDD System.

15. The SFWMD and the LWDD shall cooperate when taking compliance and enforcement actions with the LWDD, when necessary, to ensure compliance with the SFWMD and the LWDD rules and permits for the operation of all emergency structures within the LWDD.

16. The LWDD and the SFWMD shall each designate in writing an agency representative to serve as the principal contact person in carrying out the provisions of this Conditional Authorization.

17. The LWDD and the SFWMD shall meet as needed, but not less than once a year, to assess compliance with this Conditional Authorization and its effectiveness in achieving the above stated objectives.

**CONDITIONS OF OPERATION**

18. The operation and construction of certain water control structures conditionally authorized herein shall be conducted so as to minimize any adverse impacts to water quality and quantity, fish, wildlife and environmental resources.

**MISCELLANEOUS TERMS AND CONDITIONS**

19. This Conditional Authorization does not relieve the LWDD of the need to comply with all applicable federal, state, or local laws, rules or ordinances.

20. The SFWMD reserves the right to terminate this Conditional Authorization at any time the SFWMD determines that the water resources of the SFWMD are threatened with harm by such operation or as otherwise determined by the SFWMD.

21. The Conditional Authorization shall not constitute waiver of the SFWMD's regulatory jurisdiction, nor be construed to authorize any activity within the jurisdiction of the SFWMD except in accordance with the express terms of this Conditional Authorization.

22. This Conditional Authorization does not convey any property right to the LWDD, or any rights and privileges other than those specified in this Conditional Authorization.

23. This Conditional Authorization incorporates, embodies and expresses all agreements and understanding regarding emergency control structures between and among the SFWMD and the LWDD, and may not be altered except as authorized herein.

24. Captions and headings in this Conditional Authorization are for ease of reference only and do not constitute a part of this Conditional Authorization and shall not affect the meaning or interpretation of any provisions herein.

25. Nothing in this Conditional Authorization expressed or implied is intended to confer upon any person other than the parties hereto any rights or remedies under or by reason of this Conditional Authorization.

26. There shall be no waiver of any right related to this Conditional Authorization unless in writing signed by the party waiving such right. No delay or



failure to exercise a right under this Conditional Authorization shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the particular right so waived and shall not be deemed a waiver of the same right at a later time, or of any other right under this Conditional Authorization.

27. The invalidity of one or more of the terms or conditions contained in this Conditional Authorization shall not affect the validity of the remaining portion of the Conditional Authorization, provided that the material purposes of this Conditional Authorization can be determined and effectuated.

28. This Conditional Authorization shall take effect and become fully binding upon execution by the parties and the rendering thereto by the Clerk of the SFWMD.

29. The Governing Board of the SFWMD authorized the Executive Director, or his designee, to execute this Conditional Authorization.

#### **NOTICE OF RIGHTS**

***This Conditional Authorization is final agency action and shall take effect after adoption by and execution on behalf of the Governing Board of the SFWMD, on the date it is filed with the Clerk of the SFWMD unless a petition for administrative hearing is filed, pursuant to Chapter 120, F.S., by a third party.***

***Persons who are not parties to this Conditional Authorization but whose substantial interests are affected by this Conditional Authorization, have a right pursuant to Sections 120.569 and 120.57, F.S., to petition for an administrative hearing. The petition must contain the information set forth in rule 40E-1.521, Fla. Admin. Code, and be filed with the Clerk of the SFWMD during normal business hours, at SFWMD's***

headquarters in West Palm Beach, Florida, within 14 days of receipt of this Conditional Authorization. Failure to file a petition within the 14 days constitutes a waiver of any right such person has to an administrative hearing pursuant to Sections 120.569 and 120.57, F.S. The administrative hearing process, initiated by filing a petition, is designed to formulate agency action. Accordingly, the SFWMD's final action taken pursuant to this hearing may be different from the position taken by the SFWMD in this Conditional Authorization.

BY THE GOVERNING BOARD OF THE  
SOUTH FLORIDA WATER  
MANAGEMENT DISTRICT

Legal form approved  
SFWMD Office of Counsel

By: [Signature]

Date: \_\_\_\_\_

ATTEST:



Assistant Secretary

By: Michael Slayton  
Executive Director

Date: \_\_\_\_\_

ATTEST:

BY THE LAKE WORTH  
DRAINAGE DISTRICT

By: [Signature]

By: Herbert Dell  
President, Board of Supervisors

Legal form approved  
LWDD Office of Counsel

Date: 3/11/97

By: Mark Perry

Date: 3/10/97