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4 **SOUTH FLORIDA WATER MANAGEMENT DISTRICT**

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6 **RESOLUTION NO. 2009- _____**

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8 **A RESOLUTION OF THE GOVERNING BOARD OF THE SOUTH FLORIDA**
9 **WATER MANAGEMENT DISTRICT AUTHORIZING ENTERING INTO AN**
10 **AMENDMENT TO THE MANAGEMENT AGREEMENT WITH THE FLORIDA**
11 **DEPARTMENT OF ENVIRONMENTAL PROTECTION ON BEHALF OF THE**
12 **TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE**
13 **OF FLORIDA WHEREBY THE DISTRICT WILL MANAGE 312.18 ACRES, MORE**
14 **OR LESS, IN CATFISH CREEK STATE PARK, POLK COUNTY, FOR THE**
15 **DISPOSAL OF DREDGE MATERIAL IN CONNECTION WITH THE KISSIMMEE**
16 **RIVER RESTORATION PROJECT FOR A TEN YEAR PERIOD IN**
17 **CONSIDERATION OF THE DISTRICT PERFORMING ENVIRONMENTAL**
18 **RESTORATION WORK ON ADJACENT STATE PARK PROPERTY IN AN**
19 **AMOUNT NOT TO EXCEED \$750,000, SUBJECT TO GOVERNING BOARD**
20 **APPROVAL OF FUTURE FISCAL YEAR BUDGETS; PROVIDING AN**
21 **EFFECTIVE DATE.**
22

23 **WHEREAS**, the South Florida Water Management District is currently acquiring land in
24 connection with implementation of the Kissimmee River Restoration Project (the "Project") in Polk
25 County; and

26 **WHEREAS**, the South Florida Water Management District is authorized to acquire land, or
27 interests or rights in land, pursuant to Section 373.139, Florida Statutes; and

28 **WHEREAS**, in connection with the Project, on August 30, 2002, the District and the
29 Trustees of the Internal Improvement Trust Fund of the State of Florida ("TIITF"), jointly acquired
30 land interests of 5,800 acres, more or less, in Polk County, known as the Rolling Meadow Ranch;
31 and

32 **WHEREAS**, with respect to the said 5,800 acre Rolling Meadow Ranch lands, an
33 agreement (the 'Management Agreement') between the TIITF and the District designated that the
34 District would be the managing agency and in control of the approximately 1980 acres needed for
35 the Project and the Florida Department of Environmental Protection ("DEP") on behalf of the TIITF
36 would be the managing agency for and in control of the remaining approximately 3820 acres; and

37 **WHEREAS**, the said lands under the management of the DEP are known as the Allen
38 David Broussard Catfish Creek Preserve State Park (the "Catfish Creek State Park"); and

39 **WHEREAS**, the dredging of the C-37 canal (the "C-37 Dredge") is a part of the Project, and
40 as a consequence of the C-37 Dredge, the District is responsible for providing lands for the
41 disposal of approximately 780,000 cubic yards of dredged material ("spoil") adjacent to the C-37
42 canal; and

43 **WHEREAS**, the TIITF, DEP and the District have agreed that said disposal of the spoil from
44 the C-37 Dredge shall occur on a designated area within the State Park containing approximately
45 312.18 acres, more or less (the "Spoil Area"); and

46 **WHEREAS**, the TIITF, DEP and the District have further agreed that the District shall cause
47 the spoil to be removed from the Spoil Area within ten (10) years after completion of the C-37
48 Dredge unless the parties agree to an extension of District management of the Spoil Area; and

49 **WHEREAS**, the TIITF, DEP and the District desire to enter into an agreement for the
50 purpose of transferring to the District the management of the Spoil Area under the Management
51 Agreement; and

52 **WHEREAS**, in consideration of transferring the management of the Spoil Area to the
53 District for a period of ten years, the District shall: (1) plant native trees along State Park access
54 roads and shape the spoil to reduce negative visual impacts as part of the spoil disposal work, (2)
55 subject to Governing Board approval of future fiscal year budgets, perform up to a maximum of
56 \$750,000 of environmental restoration work on an approximately 450 acre portion of the DEP's
57 Lake Kissimmee State Park located adjacent to the Spoil Area and the Rolling Meadow Ranch, (3)
58 in connection with any removal of the spoil, restore the Spoil Area to habitat similar to the
59 surrounding natural habitat and (4) provide to DEP 50 percent (50%) of any revenues derived from
60 the sale of the spoil.

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62 **NOW THEREFORE, BE IT RESOLVED** by the Governing Board of the South Florida Water
63 Management District:

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65 **Section 1.** The Governing Board of the South Florida Water Management District, hereby
66 authorizes entering into an amendment to the Management Agreement with the Florida
67 Department of Environmental Protection ("DEP") on behalf of the Trustees of the Internal
68 Improvement Trust Fund of the State of Florida whereby the District will (1) manage approximately
69 312.18 acres of land within Catfish Creek State Park for the disposal and storage of spoil for a ten
70 year period with the spoil to be removed there from within said period, (2) perform native tree
71 planting and spoil shaping activities as part of spoil disposal, (3) perform environmental restoration
72 work up to a maximum of \$750,000 on an adjacent 450 acre parcel, more or less, within Lake
73 Kissimmee State Park, subject to Governing Board approval of future fiscal year budgets, (4) in
74 connection with any removal of the spoil, restore the Spoil Area to habitat similar to the
75 surrounding natural habitat and (5) provide to DEP 50 percent (50%) of any revenues derived from
76 the sale of the spoil.

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78 **Section 2.** This Resolution shall take effect immediately upon adoption.

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80 **PASSED** and **ADOPTED** this _____ day of _____, 2009.

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85 **ATTEST:**

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88 By: _____

89 District Clerk/Secretary

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**SOUTH FLORIDA WATER MANAGEMENT
DISTRICT, BY ITS GOVERNING BOARD**

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94 (Corporate Seal)

95

By: _____

96

Chair

97 **Approved as to form:**

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99 By: _____

100 Office of Counsel

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