

**J.H. ANDERSON, JR., MEMORIAL PARK – ROCK BLUFF SPRINGS TRACT
MANAGEMENT PLAN**

(Dated: _____, 20__)

INTRODUCTION

The SUWANNEE RIVER WATER MANAGEMENT DISTRICT, a Florida water management district created pursuant to Section 373.069, Florida Statutes whose address is 9225 County Road 49, Live Oak, FL 32060, (the “District”) and ALACHUA CONSERVATION TRUST, INCORPORATED, a Florida not-for-profit corporation whose address is 7204 S.E. County Road 234, Gainesville, FL 32641 (“ACT”) have entered into that certain management agreement entitled “COOPERATIVE MANAGEMENT AGREEMENT FOR THE J.H. ANDERSON, JR., MEMORIAL PARK – ROCK BLUFF SPRINGS TRACT” and dated _____, 20__ which has been assigned contract no. _____ by the District (the “Agreement”). The Agreement provides for the management of certain real property defined as the “Property” in the Agreement but which will be referred to as the “Tract” herein.

Pursuant to the Agreement generally, and paragraphs 7 through 10 of the Agreement specifically, the parties are to develop and from time to time amend a management plan. This “J.H. ANDERSON, JR., MEMORIAL PARK – ROCK BLUFF SPRINGS TRACT MANAGEMENT PLAN” (this “Plan”) is the management plan require pursuant to the Agreement. This Plan is intended to implement and provide specific direction for the management and maintenance of the Tract pursuant to the Agreement but is not a separate contract. This Plan shall not be deemed to conflict with, amend, cancel, or abandon any provision of the Agreement. Any conflict between this Plan and the Agreement shall be deemed unintentional and resolved in favor of the Agreement. Should the Agreement be terminated, then this Plan shall likewise be deemed terminated on the same date.

MANAGEMENT GENERALLY

Planning and management of the Tract will follow the allowed activities referenced in the approved Agreement, 40B-9 Florida Administrative Code, and the District’s approved Land Management Plan. In general, District lands are managed under a multiple-use policy that emphasizes water resource protection, maintenance and restoration of the land’s natural state and condition, and provisions for public access and nature-based recreation. Unless the Agreement is terminated earlier, the term of this Plan is for five (5) years from the effective date. The Plan will be updated or amended as provided in the Agreement.

SPECIFIC MANAGEMENT ACTIVITIES

Natural Community Restoration: There are natural communities on the Tract that could be improved by restoration activities but due to the small scale and current aesthetic of the Tract both parties have agreed that during the period of this Plan no restoration activities are planned. This does not preclude any future restoration activities, but these would need to be incorporated into the Plan by amendment of the Plan, once identified.

Exotic Plants: ACT and the District shall cooperate in the management and control of any occurrence of nuisance exotic or non-native plants to the degree practicable. In the event either party desires to spend any funds to accomplish such management and control, the other shall

only be liable when that party consents to the expenditure prior to the expenditure. Either party shall have the right to eradicate and control such nuisances, at such party's sole expense, without the consent of the other party after notice.

Water Resource Improvements and Protection: The water resources on the Tract are considered to be in good condition for public access; however, close monitoring of recreational activities will need to be accomplished by ACT to ensure long term protection.

If ACT determines that any portion of the spring or spring run needs to be blocked off to improve public safety or protect the spring's ecosystem they must submit a project plan to the District. The District will set up a local public meeting where both ACT and the District will address public comments. The final project plan must be approved by the District's Governing Board. Following approval, the District would obtain all necessary permits and approvals from all governmental entities including a Submerged Lands Lease for Florida Department of Environmental Protection (DEP) if required. All costs associated with such permits and approvals will be borne by the District. ACT would fund and manage the project to close off the spring or spring run.

Water resource control structures, such as the retaining wall on the north side of the spring, may require improvements in the future but District and ACT agree that these structures are in a condition that only monitoring by ACT will be necessary for the term of this Plan. This does not preclude the necessity of repairing or replacing control structures if a catastrophic failure occurs. If a control structure fails during the period of this Plan, ACT should notify the District and the District will fund the repair or replacement of the structure.

During the 2019 and/or 2020 fiscal years the District will fund and complete a septic system and water well project. This project will consist of removing an outdated septic system and constructing an advanced septic system further removed from the spring area on the Tract. The system will be connected to the existing residence structure and two future campground host sites. The current water well will be discontinued, plugged, and abandoned. A new water well will be installed elsewhere on the Tract and maintained as a public water supply system that will supply the residence structure and future park host sites. ACT will contract with a firm that is certified to maintain a public water supply.

Recreation Development, Security, and Environmental Education: ACT will manage and maintain nature-based recreation activities and facilities. This Plan addresses only four forms of public access to the lands; access by watercraft, vehicular access, biking access, and pedestrian access. ACT will not allow the public to access the Tract with all-terrain, off-road, or other motorized vehicles not licensed for Florida highway use. ACT will not allow equestrian access to nor camping on the Tract. In the future, the parties may amend this Plan if they determine that these uses are appropriate for the Tract. Such amendment will include details on how these activities will be managed.

The District agrees to work with ACT to develop land-based recreational facilities. During the 2019 and/or 2020 fiscal years, the District will fund and manage the following improvements:

1. Installation of fencing and other barriers to control parking and public access to the spring.
2. Installation of tables, garbage cans, and other structures for a picnic area on the north side of the spring.

3. Installation of fencing along State Road 340 and all gates throughout the Tract.
4. Installation of an entrance sign and vehicular signage.
5. Installation of directional signage around the spring for visitors.
6. Installation of one kiosk with educational panels.

Once installed it will be ACT's responsibility to maintain and replace the improvements and recreational facilities described above.

During the 2019 and/or 2020 fiscal years, the District will manage and fund a project that will provide two campground host sites. Once constructed it will be ACT's responsibility to maintain these sites and use them for the specific purpose of providing hosts that will manage the Tract on a day-to-day basis based on this management plan and the approved management agreement.

District will provide portable sanitation services to the Tract until ACT takes over management of the Tract. At that time, it will be the responsibility of ACT to manage sanitation on the Tract.

ACT agrees to open and close the entrance gate each day based on posted operational hours.

ACT agrees to maintain all roads for vehicular access and visitor safety.

ACT will design, construct, and maintain trails through the Tract. ACT will install all signage associated with the trails. ACT may also utilize the existing trails on the District-owned Suwannee Bluff Ranch Tract in the same manner.

As provided in the Agreement, ACT may charge an entrance fee to Tract visitors. Such entrance fee shall be as follows or as otherwise agreed upon by ACT and the District:

- \$5 per group (Limited to 8 individuals per group)
- \$4 for single occupant vehicle
- \$2 for pedestrians, bicyclists, and extra vehicle passengers

The District will install one honor box (known as an iron ranger) so the public can pay the entrance fees. ACT will collect entrance fees and maintain the honor box.

If ACT determines that additional permanent structures are necessary for the management of the Tract, then ACT must submit a revised management plan to District for approval. The revised plan must include construction details, funding, and long-term management and maintenance.

RESIDENCE HOUSE

At the time of this management plan the residence house is occupied by a deputy with the Gilchrist County Sheriff's Office who is providing Tract security for the District. This arrangement is through a District special use authorization which will remain in effect until February 28, 2019. Thereafter, it will be the responsibility of ACT to determine the use of the house. Provided ACT may continue this arrangement or enter into a similar arrangement with another law enforcement officer by separate agreement between ACT and such law enforcement entity.

MANAGEMENT RESPONSIBILITY

ACT acknowledges they do not have management rights of waters associated with the spring, spring run, the Suwannee River. ACT will not attempt any management or construction activities in or near these waterbodies without first securing all required permits which may include, without limitation, a Submerged Land Lease from DEP, a Works of the District permit, or an ERP from the District.

MANAGEMENT FUNDING

The District will provide funding to ACT for management costs as follows:

| <u>Due Date</u> | <u>Amount</u> |
|-------------------------------------|---|
| The effective date of the Agreement | \$59,374, reduced on a prorated basis based on the number of days in the 2018-2019 fiscal year which have passed on the effective date of the Agreement |
| Oct 1, 2019 | \$59,374 |
| Oct 1, 2020 | \$59,374 |
| Oct 1, 2021 | \$59,374 less the amounts paid to ACT on the <u>effective date of the Agreement</u> |
| | <u>\$178,122 Total Funding to be Provided by the District</u> |

The District will pay one quarter of the annual funding total by the initial effective date and quarterly thereafter on April 1, July 1, October 1, and January 1 of each fiscal year shown above. ACT will provide the District with expenditure reports on a quarterly basis on March 1, June 1, September 1, and December 1 of each year as a justification basis for ongoing management costs. These funds will be used to help fund specific items as noted in Attachment A. If the Agreement is terminated for any reason at any time no further payments shall be due, and all of the funds not then expended for the matters set out on Attachment “A” shall be returned to the District.

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APPROVED and EXECUTED by the DISTRICT on this ____ day of _____,
2019.

SUWANNEE RIVER WATER
MANAGEMENT DISTRICT

By: _____
Hugh Thomas
Executive Director

APPROVED and EXECUTED by the ACT on this ____ day of _____, 2019.

ALACHUA CONSERVATION TRUST

By: _____
Thomas A. Kay
Executive Director

Attachment A
Rock Bluff Springs Budget by Line Item

Updated 1/2/2019

| Line Item Cost | Multiplier | Annual Cost | Notes on this budget item |
|--|--|-------------|--|
| 1 full-time person and associated costs | \$14.50/hr x 2000 hrs | 29,000 | Annual Salary |
| Personnel % Fringe Costs | 0.15 | 4,350 | ACT contribution to healthcare coverage and matching FICA |
| Building maintenance and repair | 350/month | 4,224 | Plumbing, electrical, HVAC, Well, and misc. repairs for residence and volunteer RV |
| Springs Recreational Infrastructure maintenance and repair | 250/month | 3,000 | Repairing wood fencing, wire fencing, gates, signs, erosion control measures, replanting |
| Equipment maintenance and repair | 100/month | 1,200 | Budget for misc chainsaw, weed trimmer, mower parts and repairs, misc tools |
| Road maintenance and repairs | 18 yard load of road base (475) x 2/yr | 950 | Erosion and pothole prevention, water control |
| Water system testing | 250/month x 12 | 3000 | |
| Portable toilets | 200/month x 2 toilets | 4,800 | |
| Fuel | 50/month | 600 | Equipment fuel for lawn and landscape maintenance |
| Cell Phone | 75/month | 900 | |
| Office Supplies (computer, printer, paper, etc) | 25/month | 300 | |
| Trash Disposal | 75/month | 900 | Dumpster vs requirement to "pack it in and pack it out" |
| Utilities | 125/month | 1,500 | |
| Natural Resource Management Costs | 100/month | 1,200 | herbicide for exotics, PPE |
| Insurance | 3,000/yr | 3,000 | Specific Liability Insurance Coverage - Waiting for true estimate from Chubb |
| Publications/brochures | 450/yr | 450 | |
| Total | | 59,374 | |

Updated WLR 61