

	I-7.14, entitled 'Planned Unit Development Future Land Use Series;' and establish Policy I-7.14.1 through Policy I-7.14.4.	
	<u>REGULAR AGENDA REZONING CASES:</u>	
POSTPONED	<p>Tab 4. Rezoning Case # RZ-18-15-1 Hilochee Partners Property PUD Rezone approximately 284.84 acres from Agriculture (A) to Planned Unit Development (PUD) to facilitate the development of a twenty-nine (29) lot subdivision.</p> <p>Postponed until the February 26, 2019 BCC meeting.</p>	MOLENDIA
APPROVED	<u>Tab 19. PUBLIC HEARING:</u> Request approval to adopt Ordinance 2019-4 to create Lake County Code, Appendix E, Sec. 14.03.05 "Waivers from Planned Zoning Districts (CP, MP, CFD, PUD)" to establish a process to request waivers or variances from Planned Zoning Districts, and approval to amend Section 14.15.01, entitled "Purpose of Variances," to clarify the authority of the Board of Adjustment.	MARSH
APPROVED	<u>Tab 20. PUBLIC HEARING:</u> Request approval to execute Resolution 2019-14 to vacate portions of rights of way in the plat of Groveland Farms north of Ott Williams Road and south of Laws Road, near Clermont. There is no fiscal impact. Commission District 1.	RUSSO
APPROVED	<p><u>Tab 21. PUBLIC HEARING:</u> Request approval to:</p> <ol style="list-style-type: none"> 1. Execute Resolution 2019-15 to vacate, discontinue, and close rights of way and cease maintenance on a portion of North Bradshaw Road, and to vacate certain rights of way and tracts shown on the plat of Monte Vista Park Farms, located near Clermont. 2. Execute a Temporary Easement Agreement for a cul-de-sac to provide a temporary turn-around area at the end of the dead-end road created by this vacation request. <p>There is no fiscal impact. Commission District 2.</p>	RUSSO
POSTPONED	<u>Tab 23.</u> Request from Public Works for approval and execution of a Development Agreement with Blackwater Creek Wetlands Mitigation, LLC (Plantation, FL) to utilize Hart Ranch Road to haul material from the Lake Norris Conservation Area in Eustis. The estimated fiscal impact over the next five years is \$62,900.00 (revenue). Commission District 5.	RUSSO

the connection points for the road network which would not be compatible with North Bradshaw Road. She asked for the approval of the request.

The Chairman opened the public hearing.

There being no one who wished to address the Board regarding this matter, the Chairman closed the public hearing.

On a motion by Commr. Parks, seconded by Commr. Sullivan and carried by a vote of 5-0, the Board approved Resolution 2019-15 to vacate, discontinue, and close rights of way and cease maintenance on a portion of North Bradshaw Road, and to vacate certain rights of way and tracts shown on the plat of Monte Vista Park Farms, located near Clermont, and approved a Temporary Easement Agreement for a cul-de-sac to provide a temporary turnaround area at the end of the dead end road created by this vacation request.

REGULAR AGENDA

DEVELOPMENT AGREEMENT TO HAUL MATERIAL ON HART RANCH ROAD

Ms. Marsh said that this agreement would set the terms and conditions for a mitigation bank to remove the stockpile of sand from the Lake Norris Conservation Area off of Hart Ranch Road. She mentioned that the agreement included items such as the hours and days which they could use to haul, the number of trips allowed, an initial and later repaving of Hart Ranch Road, a traffic mitigation plan, required signage for the truck presence, and other conditions.

Commr. Campione explained that the issue was first brought to the BCC's attention when the mitigation bank planned to use Lake Norris Road to haul the sand, after which the County enacted a prohibition on trucks utilizing both Hart Ranch and Lake Norris Roads to determine information about the project and its impacts on infrastructure. She said that several discussions had since occurred with the SJRWMD, and the County worked through issues which involved the SJRWMD's ability to conduct land management on the site. She mentioned that the SJRWMD then returned with an agreement to utilize Hart Ranch Road to haul the materials.

Commr. Breeden remarked that the SJRWMD had an existing conditional use permit (CUP) for the removal of the sand.

Ms. Marsh added that it was a mining CUP from the 1970s and did not have an expiration date.

Commr. Campione noted that this was prior to the SJRWMD purchasing the property, and she asked if the CUP was tied to the land or if it was limited to the previous owner.

Ms. Marsh replied that it would have been with the land.

Commr. Campione said that the BCC was attempting to mitigate a property owner who had certain rights, along with numerous residents there who also had rights, while also considering safety issues and impacts to nearby roads.

Mr. Crawford, representing Blackwater Creek Wetlands Mitigation, LLC, said that he considered this to be a public/private partnership to restore conservation land which was purchased with tax dollars. He remarked that the company had an agreement with the SJRWMD to restore functioning wetlands on 422 acres and that the project was already about halfway completed with over 200 acres being restored. He commented that about 180 acres had the spoil materials left from the previous Eustis Sand Mine; additionally, the mine constructed Hart Ranch Road and used it to haul millions of cubic yards of sand over approximately 30 years. He stated that the mine closed in the early 1990s and was later permitted as a mitigation bank. He said that the company obtained state and federal permits for the restoration of the wetlands and that the restoration was required by the Lake

Norris Conservation Area Land Management Plan, which was adopted due to Florida Forever funds being used to purchase the land. He then showed an image of the lake which was dredged by the sand mine, along with the spoil areas on the site. He remarked that the mitigation permit was also to restore the previous flow of water to the area before the sand mine was constructed, and the spoil piles prevented water from flowing through the site; furthermore the regional benefit of restoring the water flow to surrounding wetlands could not be achieved without fully completing the project. He added that during the mine's operation, one of the spoils had breached and polluted Blackwater Creek, and removing them from the site would prevent this from happening again. He related that in 2002, the SJRWMD entered into an agreement with Blackwater Creek Enterprises to remove the material, of which at least one third of it was hauled on Hart Ranch Road from 2002 or 2003 to around 2012. He stated that this agreement ended in 2013 and the SJRWMD became the owner of the sand. He explained that Blackwater Creek Wetlands Mitigation was already the mitigation banker and also entered the contract as the sand hauler. He said that they were preparing to begin hauling the sand, though an exemption letter from the County was received which allowed them to haul the sand but did not permit changing the route, the hours of operation or the days of the week. He related that in spring 2018, the SJRWMD changed its hauling route from Hart Ranch Road to Lake Norris Road due to residents' concerns, which then created issues with residents on Lake Norris Road. He relayed that the County also disapproved of this development, and the SJRWMD amended the agreement to allow the mitigation company to haul on either road; however, the County then revoked its exemption letter due to an engineering study having found Hart Ranch Road to be unable to accommodate the truck traffic. He said that the company worked with staff to determine the conditions under which the County would allow the hauling to continue, which led to the currently proposed agreement. He remarked that the road conditions required the company to pave 1.5 inches before hauling began and another 1.5 inches after 12,000 loads, with additional paving to follow the end of the hauling at the County's discretion. He added that there was a bond in place for these improvements and that there was a separate provision stating that the road would be maintained by the company as needed during hauling. He noted that the County had other concerns such as safety, speed along the road and the timing and hauling of the sand. He said that the developer had agreed to other conditions including a traffic management, including traffic calming devices as approved by the County, and a haul route plan to determine the impacts to other roads, at which point the County could create additional conditions for signage or road improvements. He commented that hauling hours would be limited to daytime hours only, that the number of trucks per day would be limited, that there would be no hauling on weekends or holidays, and that the company would pay the County approximately four cents per cubic yard of sand hauled to further mitigate the road impacts. He also noted that the company had agreed to provide a flagman or school crossing guard at the intersection of C.R. 44A and Hart Ranch Road during times of school drop-offs and pickups; additionally, stop signs, signs to indicate truck traffic, and speed limit signs would all be required. He then stated that soil tracking devices would be required at points of access onto the county road, there would be a requirement to clean any dirt which was dropped onto the road, and that if the County found the company in violation of any of these conditions, the agreement would return to the BCC to be amended or terminated.

The Chairman opened the floor for public comment.

Ms. Elaine Renick, a future resident of Blackwater Creek Road, opined that the denial of this agreement would not constitute a taking and that this project was unmentioned in the SJRWMD Land Management Plan;

rather, the plan had discussed restoring the site to its condition in a 1941 aerial picture. She commented that the area was not solely wetlands previously and that the project would change the hydrology of the area by creating new wetlands. She felt that the value of the sand and the mitigation credits had influenced the issue and that the project would generate considerable profits for both the mitigation company and the SJRWMD while negatively impacting the nearby residents. She recalled previous comments from Commissioner Campione which indicated an interest to committing the SJRWMD's property for conservation and passive recreation only as a condition of the agreement. She expressed agreement with this sentiment and indicated uncertainty with the SJRWMD's management of the property. She also said that the silt fences which were placed near Blackwater Creek Road were unsightly and falling over, and previous plans from the mitigation company to remove them had not been followed up on. She also suggested that there be a deadline for the completion of the hauling.

Commr. Campione responded that in the proposed agreement, there was a deadline of five years with two one year potential extensions.

Ms. Marie Anderson, a resident on Hart Ranch Road, said that the mitigation company had not finished hauling the sand previously and were denied an extension due to the impacts to the road. She expressed concerns about excessive truck traffic, that the SJRWMD had previously communicated that the material did not have to be hauled from the site, and that school buses may have issues with safely accessing the area when considering the truck traffic; additionally, she said that the bus stop mentioned in the agreement was not the correct location. She felt that there would be 400 trucks traveling on the road each day and she asked if the trucks would be lining up on the road before the allowed hauling hours.

Mr. Scott Atkins, a resident of Orange County, reiterated that the SJRWMD previously expressed that an option was to leave the sand at the site. He questioned how water would be moved to the area, and he noted that the trucks would also be traveling on C.R. 437 and C.R. 44 and that this would create traffic issues.

Mr. Crawford clarified that the mitigation company hired an individual to remove the silt fences and that he had expected them to have already been taken down. He also felt that the issues with the previous hauler were being addressed by the conditions in the proposed agreement, and he said that they did not want to move the existing bus stop located at Hart Ranch Road and Grow Road; furthermore, a flagman could be located there. He reiterated that there was a tipping fee in the agreement to help maintain the road, and he remarked that the company would be limited to 200 trucks per day and that he expected the number to be around 100. He commented that the Lake County Office of Code Enforcement or the Lake County Sheriff could be contacted to report traffic violations, and he indicated that a clause in the agreement stated that any truck drivers who received a traffic ticket on Hart Ranch Road would cease their work immediately. He opined that the proposed agreement would be enforceable and that the hauling permit could be revoked due to improper conduct.

Commr. Campione asked how the number of trucks per day would be counted and if there would be a supervisor logging the number of trucks.

Mr. Robert Miller, with Blackwater Creek Wetlands Mitigation, said that they would use a scanning system to count the trucks and the amount of material hauled. He added that information would be submitted to the County and the SJRWMD monthly, and commented that there would be an onsite superintendent and a secretary who would help monitor the system.

Commr. Campione inquired about stacking trucks before the site opens.

Mr. Miller responded that there would be education for the haulers to indicate the haul hours and when they could approach the site. He relayed that truck drivers who stack up early will be removed from the site and that residents would be provided with contact information to report issues.

Mr. Robert Hart, a resident on Hart Ranch Road, expressed distrust for the mitigation company.

Mr. Jim Hepp, a concerned resident, expressed concern of the impacts to the roads and the costs to address this.

Commr. Campione acknowledged the issues and noted that there were challenges at C.R. 437 and C.R. 44A with the existing amount of traffic and when considering adding up to 200 trucks per day. She felt that the estimated revenue of \$62,000 from the agreement would not be adequate to maintain the roads and that the quality of life issue was also concerning. She proposed negotiating an agreement with the SJRWMD which would require the property to either be deeded to the County or to be opened to the public in perpetuity after the material was hauled. She also expressed a desire for the County to be adequately compensated for the damage inflicted to the roads.

Commr. Parks asked if it would be easy for residents to view the reports for truck traffic on a daily basis. He also asked about how the royalty amount of \$0.037 per cubic yard of sand was derived and if this was consistent with other locations in Central Florida.

Mr. Crawford clarified that the reports would be sent to the County on a monthly basis and would be considered public record, though they could also be sent to a resident representative. He said that the royalty amount was proposed by County staff. He said that the company would be willing to pay for its impact and added that other companies had generally not paid this type of fee before.

Commr. Breeden stated that CEMEX, another sand mine operation, was paying a similar fee and that this was where the number came from.

Commr. Blake asked if the monthly reporting would be broken down to view trends or if it would be a monthly total.

Mr. Crawford responded that they had planned on submitting daily data in the monthly reports.

Commr. Breeden inquired about the weight of a truck without any sand in it.

Mr. Crawford said that it should be around 30,000 to 35,000 pounds when empty and close to 80,000 pounds when loaded with sand.

Ms. Katherine DeJongh, a resident near Cross Tie Ranch, thought that the trucks would be much larger than a traditional dump truck. She was not aware of a traffic study for the intersection of C.R. 437 and C.R. 44 and expressed concerns about the traffic there. She noted that there was another sand borrow pit nearby and she indicated concerns for other school bus stops in the area. She opined that the wetlands could be mitigated without removing the sand and she expressed discontent that the profits from this operation would not return to the community.

There being no one else who wished to address the Board regarding this matter, the Chairman closed the floor for public comment.

Commr. Blake asked about the termination clause in the agreement, the 30 day cure period, and if the cure period could be indefinite.

Ms. Marsh replied that the BCC could still have the authority to bring the item back if there were multiple violations.

Mr. Crawford added that based on the code enforcement process in the LDRs, even if the company cured the issue, the BCC could still find them in violation; additionally, the BCC could find them in violation of a second issue without a cure period.

Commr. Blake inquired if a single infraction could allow the BCC to bring the item back for termination.

Ms. Marsh said that it would be based on the Board's discretion.

Commr. Campione proposed the potential for a probation period to observe the practices and decide if it was working as intended.

Mr. Crawford stated that this could be difficult for the company because they spent considerable funds upfront to operate, and this would also affect their ability to enter into contracts to sell the material. He felt that it would not be proper for the County to terminate the agreement based on discretion and noted that the BCC would still have termination power if the enforcement conditions were written into the agreement.

Commr. Campione requested additional information about the mitigation bank and asked if the company had already paid money to the SJRWMD for the contract. She also asked about the potential outcome if the County expressed a preference to the SJRWMD to not remove the sand from the area.

Mr. Crawford confirmed that the company had paid for the contract. He related that the company performed wetlands restoration and wetlands creation, and these plans would be reviewed by the DEP and the U.S. Army Corps of Engineers to determine their effectiveness for impacting other wetlands in the basin. He stated that the mitigation company could ask for their money back from the SJRWMD due to their contract and mitigation plan, including the removal of the spoil there, which was in the land management plan and the permits for the site.

Commr. Campione remarked that if the plan referenced restoring the site to its condition in the 1940s and that if the spoil removal was not mentioned, then there could be a dispute about what the plan entailed.

Mr. Crawford clarified that the plan mentioned removing the spoil from the property.

Commr. Breeden commented that management plans are reviewed on a periodic basis and can be changed. She felt that tying the operation to the management plan would be an issue.

Mr. Crawford explained that the company had three federal and state permits, a management plan adopted by the SJRWMD Governing Board, and credits based on the improvement to the overall system which could not be completed if the company ceased its activity now. He was unsure if the credits which they had given would be valid under a revised permit, and he opined that there would be a significant number of issues if the sand was not removed.

Commr. Campione asked to clarify that they had given credits for work which had yet to be finished.

Mr. Crawford confirmed this and clarified that part of the credits were based on the regional benefit of restoring the water flow in the area, indicating that if they were not able to do this, the U.S. Army Corps of Engineers could reevaluate the credits and determine that the company would owe more money to the Florida Department of Transportation (FDOT) or the Central Florida Expressway Authority (CFX). He relayed that there had been plans for roughly 20 years to conduct this restoration and felt that the project needed to be finished. He showed the land management plan and noted that it mentioned removing the spoil.

Commr. Campione asked staff about impacts to the routes which would be used to remove material from the property.

Commr. Parks inquired about the comment that only 100 trucks per day were needed.

Mr. Schneider responded that the company would be allowed to have 200 loaded trips out per day and that it would be 400 round trips. He noted that early conversations involved only hauling 100 trucks per day, but this rate would not remove all of the material within five years. He said that there could be a variation for the amount of trucks per day, though there would still be a cap of 200 loaded trucks out per day.

Commr. Campione commented they could back into the fee based on what would be required to address the road impacts of these trucks, along with the safety issues. She noted the safety concern for other school bus stops in the area and asked if it would warrant a traffic signal there.

Mr. Cole clarified that the \$62,000 could be inadequate to address these impacts, though the number was used because it had also been used in another case. He added that staff would be willing to consider a different amount which would help to better mitigate the impacts.

Commr. Campione asked if they could include that the County would have discussions with the SJRWMD and that if they could agree on the costs to address the impacts, there could be an agreement with the SJRWMD which would allow for the property to be used by County residents in perpetuity for purposes of recreation and conservation.

Mr. Cole summarized that they had items to discuss with the SJRWMD and the mitigation company regarding the road impacts.

Commr. Sullivan inquired if the mitigations were part of the BCC's action today.

Mr. Cole responded that they would contemplate it in this agreement and they could also have a separate agreement with the SJRWMD.

Commr. Campione recalled previous discussions with the mitigation company and said that this was the BCC's first public opportunity to receive community input on this agreement. She felt that more information would be required to reach a resolution.

Mr. Crawford requested a two week postponement.

Mr. Cole asked the Board to not limit the postponement to the following BCC meeting due to deadlines with the agenda.

Mr. Crawford expressed a willingness for the company to be part of funding a new traffic signal, though opined that they were not the sole cause of road impacts. He said that a traffic engineer or County staff could determine the trucks' likely impacts and the cost to repair their damage to the roads, at which point the company could incorporate that into a tipping fee; however, he reiterated they only wanted to fund their share of the impacts.

Mr. Cole said that the item could be brought back at the February 26, 2019 BCC meeting.

Mr. Crawford accepted this and indicated that the company would work with the County for the funding to mitigate road impacts; however, they could not condition it upon an agreement with the SJRWMD to open the area in perpetuity, though he said that the company could formally express support for this.

Mr. Cole suggested that there be a reference in the agreement with the mitigation bank stating a contingency upon an agreement with the SJRWMD, along with language specifying what that agreement would be.

Commr. Breeden stated a preference for the SJRWMD agreeing to it on their part, as she noted that it would be a cost to the County to maintain the site in perpetuity.

Commr. Campione suggested that it could be an interlocal agreement indicating that the site could not be set aside for conservation without public access.

Mr. Crawford reiterated that there would be challenges with this contingency because the SJRWMD was a third party and could not be bound by the mitigation company to this agreement.

Mr. Cole indicated that the County could attempt to secure a commitment from the SJRWMD and that if this could not be done, staff would develop alternative language to suggest to the Board for the currently proposed agreement.

Commr. Breeden inquired about asking the SJRWMD to buy out the credits.

Commr. Campione suggested posing this question to the SJRWMD to see to what extent they would consider buying back the contract.

Mr. Cole said that they would ask this question and follow up on the other items.

Commr. Blake expressed his agreement with the discussed action.

Commr. Campione noted a consensus for postponing the item until the February 26, 2019 BCC meeting, and Mr. Cole confirmed that the item would be brought back at this time.

RESOLUTION 2019-13 ADOPTING SUPPLEMENTAL BUDGET FOR FY 2019

Ms. Jennifer Barker, Director for the Office of Management and Budget, said that the purpose of this presentation was to hold a public hearing for the first midyear budget amendment; furthermore, this would be to make adjustments to the fiscal year (FY) 2019 budget due to previously unanticipated revenues and expenditures and any other unforeseen changes. She explained that the current revised County budget was about \$454.77 million and that the proposed changes were around \$12.76 million to bring the supplemental budget to roughly \$467.53 million if approved. She remarked that the General Fund reserves were adopted at about \$8.8 million during the final budget public hearing in September 2018 and that this was 6.8 percent of the operating budget based on an estimated fund balance. She added that after the current meeting's midyear adjustment, the reserves budget would total approximately \$12.7 million or 9.7 percent of the operating budget. She commented that the midyear fund balance adjustments would include the following: a reduction to the beginning fund balance of about \$3.1 million due to a reconciliation of the projected fund balance and the actual revenues and expenditures at the end of FY 2018; a reduction in the ad valorem proceeds of about \$235,000 based on the final property values as provided by the Property Appraiser on October 1, 2018; additional revenue from Federal Emergency Management Agency (FEMA) reimbursements for Hurricane Irma for the majority of the projects totaling approximately \$7.3 million and calculated by FEMA based on submitted documentation, though she noted that the funds had not yet been received and would be brought back to the Board in summer 2019 to be allocated as part of the FY 2020 budget process; and a net increase to the General Fund reserves of around \$3.9 million. She then detailed these changes for the General Fund: a security services contract for the County Administration Building totaling \$93,964 due to the contract changing from the Lake County Sheriff Office's (LCSO) to the BCC's purview and which would be included in the Office of Facilities Management's budget; additional funding of approximately \$60,000 for outside legal services related to planning and zoning activities; funding in the amount of \$38,825 for fire assessment waivers related to government and institutional land uses; and other administrative adjustments. She outlined these adjustments for the constitutional offices: additional funding of around \$350,000 which was requested by the Lake County Sheriff and approved by the BCC at the final budget public hearing in September 2018 and would meet his \$700,000 request from that month; additional funding