

AGENDA
ESCAMBIA COUNTY BOARD OF ADJUSTMENT
SPECIAL MEETING
November 13, 2017–8:30 a.m.
Escambia County Central Office Complex
3363 West Park Place, Room 104

1. Call to Order.
2. Swearing in of Staff and acceptance of staff as expert witness
3. Acceptance of the BOA Meeting Package with the Development Services Staff Findings-of-Fact, into evidence.
4. Proof of Publication and waive the reading of the legal advertisement.
5. **Consideration of the following cases:**
 - A. **CASE NO.: AP-2016-01**
ADDRESS: 1999 Massachusetts Avenue
REQUESTED APPEAL: Appeal of the Development Review Committee denial of project # PSP160400044, Sean's Outpost
REQUESTED BY: William J. Dunaway, Agent for Sean's Outpost, Inc.
6. Announcement.

The next Board of Adjustment Meeting is scheduled for Wednesday, November 15, 2017 at 8:30 a.m., at the Escambia County Central Office Complex, Room 104, 3363 West Park Place.
7. Adjournment.



DEVELOPMENT SERVICES ADMINISTRATIVE APPEAL WORKSHEET

Board of Adjustment Special Meeting

5. A.

Meeting Date: 11/13/2017

I. SUBMISSION DATA:

APPLICANT:	William J. Dunaway, Agent for Sean's Outpost, Inc.
DATE OF ADMINISTRATIVE DECISION:	10/12/2016
DATE OF APPEAL APPLICATION:	10/27/2016
PROJECT ADDRESS:	1999 Massachusetts Avenue
PROPERTY REFERENCE NO.:	12-2S-30-7002-000-000
ZONING DISTRICT:	HC/LI, Heavy Commercial and Light Industrial district
FUTURE LAND USE:	MU-U, Mixed-Use Urban

III. REQUESTED APPEAL::

The Applicant is requesting an appeal of the Development Review Committee's (DRC) denial of project # PSP160400044, Sean's Outpost.

III. RELEVANT APPEAL AUTHORITY:

Land Development Code of Escambia County, Florida (Ordinance 96-3 as amended), Section: 2-6.10(b)(3)

Section 2-6-10, Appeal of Administrative Decisions of the Escambia County Land Development Code (Ordinance No. 96-3 as amended), provide the relevant authority for the BOA's review of administrative decisions.

(b) Appeal process. Conditions that may justify modification of administrative decisions are evaluated through quasi-judicial public hearing review by the Board of Adjustment (BOA).

(3) Compliance review. The BOA shall conduct the quasi-judicial public hearing to consider the appeal of an administrative decision. The applicant has the burden of presenting competent substantial evidence to the board that establishes each of the

following conditions with regard to the decision being appealed:

a. Arbitrary or capricious. The decision of the administrative official was neither required nor supported by the Comprehensive Plan or the LDC and was therefore arbitrary or capricious.

b. LDC noncompliance. The specific LDC provisions identified in the appeal application are appropriate to the decision and the decision was not in compliance with those provisions.

c. Adverse impact. The applicant's property will suffer an adverse impact as a result of the decision if it is not modified.

d. Protected interest. The adverse impact is to a specific interest protected or furthered by the LDC or Comprehensive Plan.

e. Greater impact. The adverse impact adversely affects the applicant in a greater degree than any adverse impact shared by the community at large; and, if the applicant is a third party to the decision, the adverse impact peculiar to the applicant differs in kind (as opposed to degree) to any suffered by the community as a whole.

IV. BACKGROUND INFORMATION

The project in question was submitted to the county DRC for the purpose of obtaining Development Order (DO) approval. As with all projects submitted to the DRC, the assigned reviewers then reviewed the plan for LDC compliance.

Following the reviews it was determined that this submittal did not meet all of the conditions for approval and the project was denied at the October 12, 2016 DRC meeting.

The Applicant met with staff to discuss the option of appeal and the case was submitted on October 27, 2016, meeting the required time frame set forth in LDC 2-6.10(b)(1).

Staff then scheduled the BOA hearing for Dec. 7, 2016, also meeting the time time frame of LDC 2-6.10(b)(1).

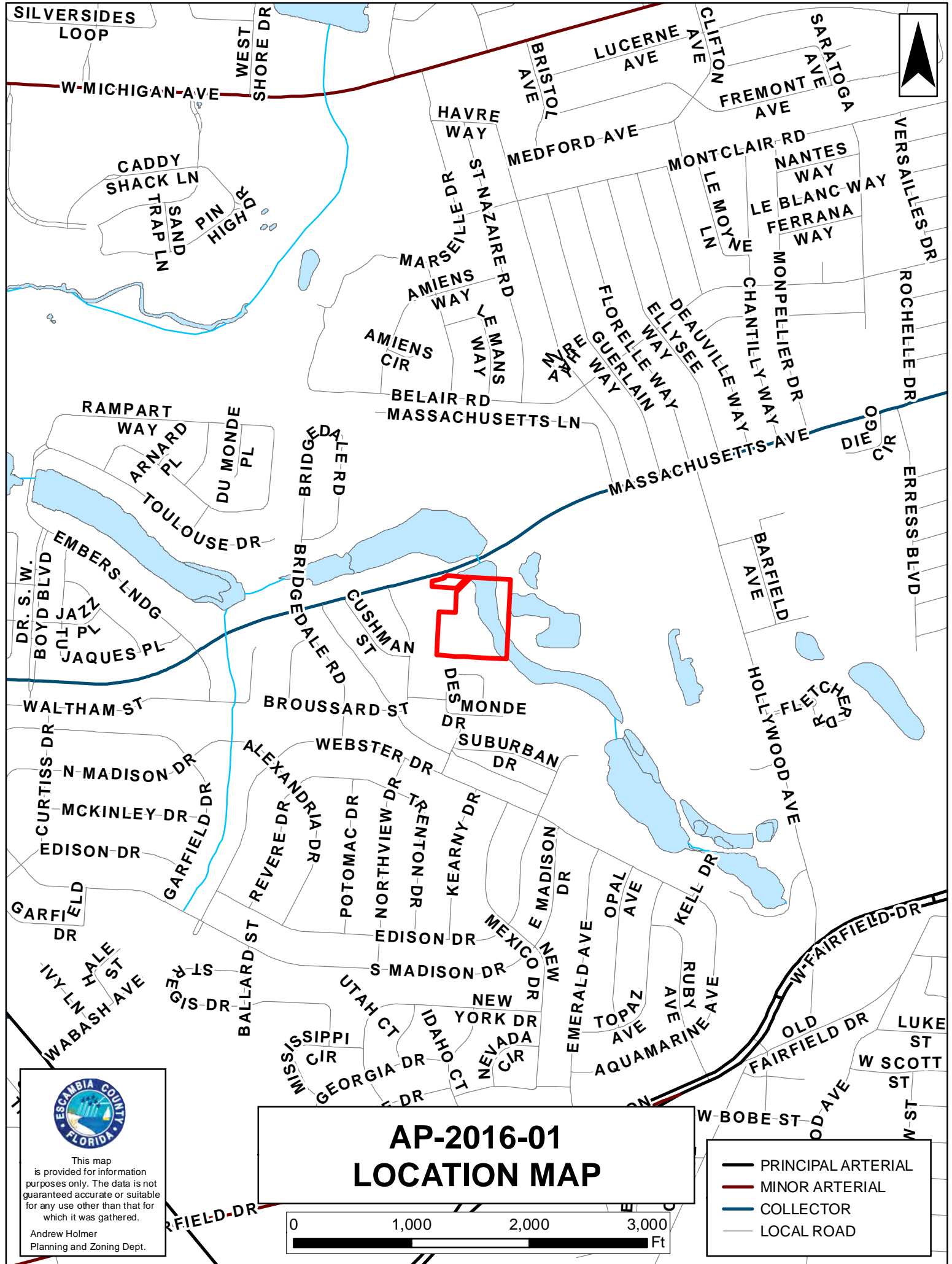
V. BOARD DECISION

A motion was made and seconded to grant the appeal request and to reverse the DRC denial of the Sean's Outpost development order. That motion resulted in a 3-3 tied vote. The appeal failed to receive an affirmative majority vote and was denied.

In January 2017, the Applicant filed an appeal of the Board's decision with the Circuit Court. In September of 2017, the case was remanded back to the Board of Adjustment.


Final Order
Petition for Writ of Certiorari with Appendix
Transcripts from December 7, 2016

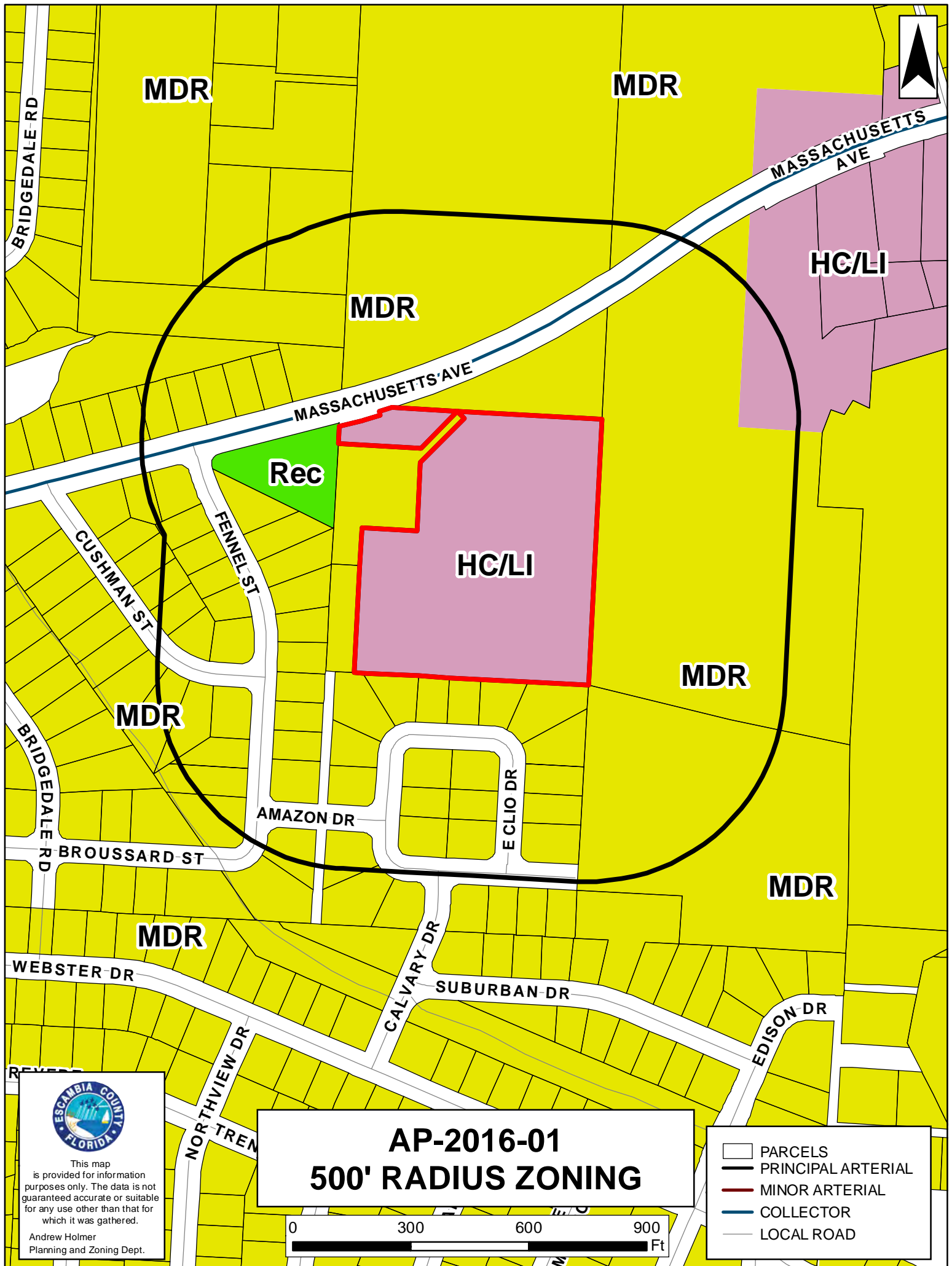
AP-2016-01



AP-2016-01
LOCATION MAP

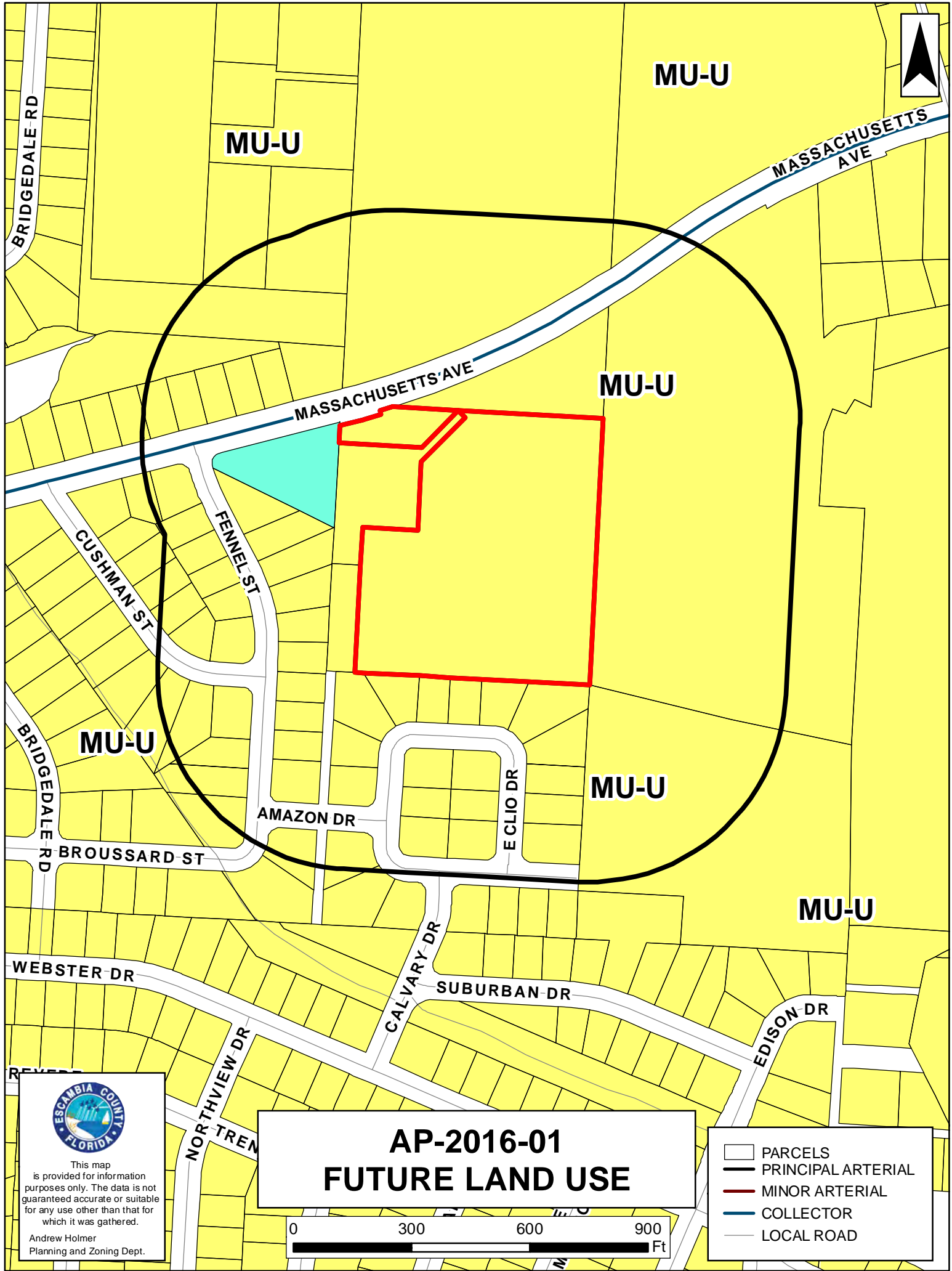
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD


This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.



This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.



MU-U

MU-U

MU-U


MU-U

MU-U

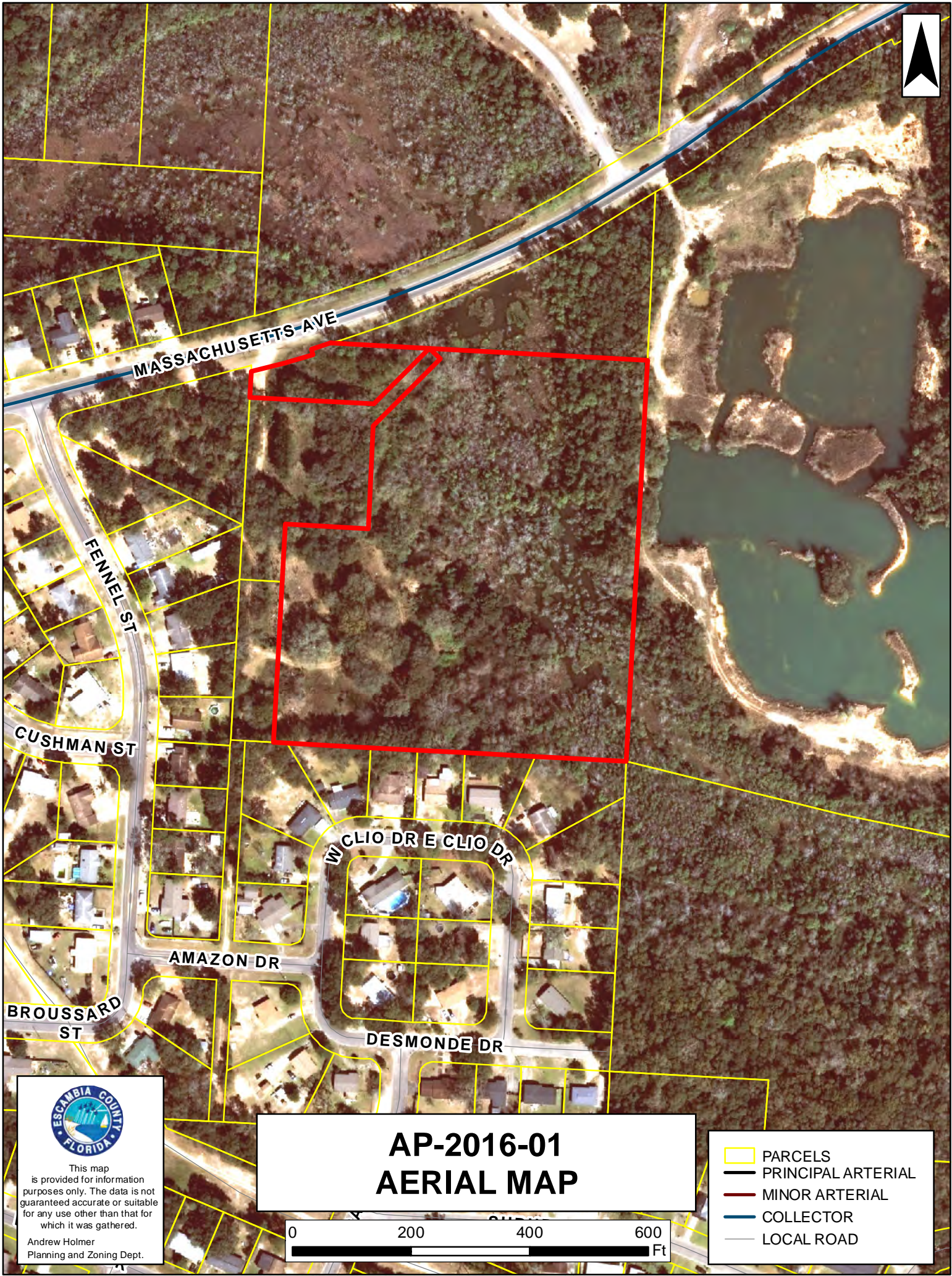
MU-U

**AP-2016-01
FUTURE LAND USE**

- PARCELS
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD


This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.

0 300 600 900 Ft



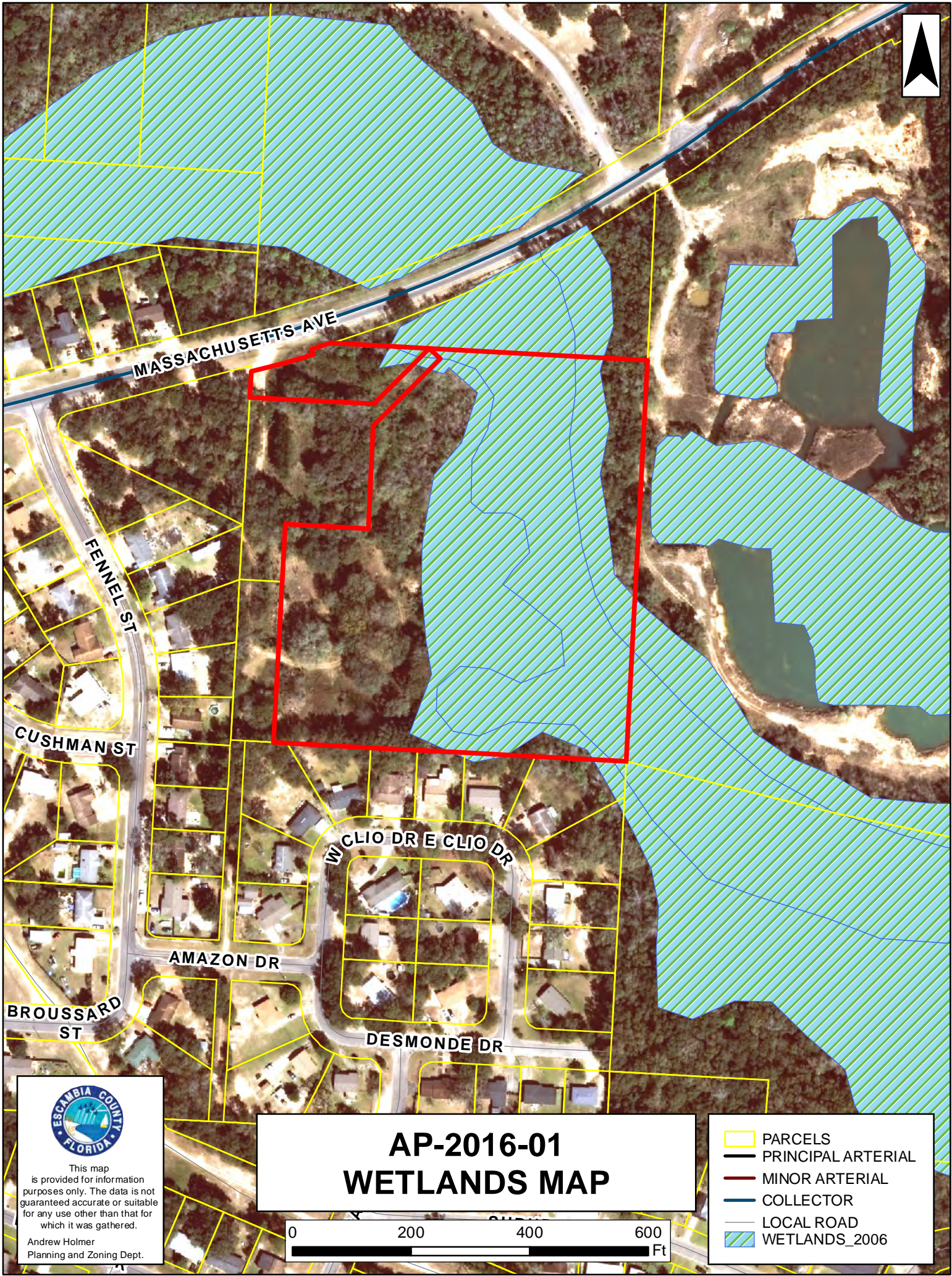
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.

AP-2016-01 AERIAL MAP

0 200 400 600
Ft

- PARCELS
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD



This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.

AP-2016-01 WETLANDS MAP

0 200 400 600
Ft

- PARCELS
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- WETLANDS_2006



William J. Dunaway
Direct (850) 208-7020
wdunaway@clarkpartington.com
Licensed to Practice in Florida and Mississippi

October 27, 2016

Via Hand Delivery

Escambia County Board of Adjustment
c/o Escambia County Planning and Zoning
Development Services Department
3363 West Park Place
Pensacola, FL 32505

**Re: Appeal of Development Review Committee Final Determination
(Project # PSP160400044) Sean's Outpost – Satoshi Forest**

Dear Board Members:

I represent Sean's Outpost, Inc. ("Sean's Outpost") in their ongoing efforts to improve the lives of Escambia County's less fortunate citizens by providing them with a safe place to exist. Specifically, Sean's Outpost has been for the past three years allowing individuals and families to live in tents on their Heavy Commercial – Light Industry (HC/LI) zoned 8.82-acre parcel located at 1999 Massachusetts Ave., Pensacola FL, 32505. There are no permanent structures on the site and known are proposed in the application.

In 2014, the County issued a code violation citation to Sean's Outpost because of the use of tents (temporary structures) on the property. After challenging the validity of the citation, a Special Magistrate found that there was no violation and dismissed the citation. Following several years of relative peace, the County again issued a code violation citation in January 2016. After several meetings with County officials, including the County Administrator, Sean's Outpost submitted a minor development site plan application to the Development Review Committee (DRC) on April 5, 2016. Following multiple meetings and discussions with the County staff about their comments and concerns regarding the site plan approval for the proposed project, on October 12, 2016, the proposal went before the DRC for a final review.

At the DRC, the issue was narrowed to the County claiming that the Design Standard Manual (DSM) Section 2.2 required the construction of an all-weather access road from Massachusetts Avenue all the way to the rear of the property in order to service the portable toilets. Even though Sean's Outpost did not believe that was a proper interpretation of the DSM, they nevertheless acquiesced to the requirement and asked the DRC to issue the permit with the all-weather road as a condition. Mr. Jones stated that because the all-weather road was not listed on the site plan, then the DRC should deny the permit. DRC denied the permit.

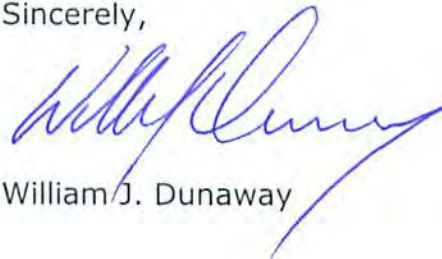
Sean's Outpost now appeals the final decision of the DRC to the Board of Adjustment (BOA) under the provisions of Section 2-1.4 and Section 2-6.10 of the Escambia County Land Development Code. The appeal is based on the fact that the underlying record clearly shows that the all-weather road was not desired to be built (and therefore was not part of the site plan), but when it was clear at the DRC that the all-weather road was the ONLY impediment to the issuance of the permit, Sean's Outpost clearly indicated on the record that it requested the DRC issue the permit with the all-weather road as a condition.

Permits are issued every day in Escambia County with conditions. For Mr. Jones to recommend and DRC to deny this application solely on the basis of the fact that the condition was NOT already shown on the site plan was wrong. Recall that Sean's Outpost was not requesting authorization to develop anything – they simply filed the application so the County would approve their use of the property in a manner that had been occurring peaceably and compatibly for years. Site plans for similar actions are routinely hand drawn by applicants, but Sean's Outpost went to the trouble and expenses to have a professional engineer complete a full professional site plan because the County staff kept insisting that such a site plan was necessary. If the only requirement for the issuance of the permit was that the all-weather road be shown on the site plan, the DRC should have allowed Sean's Outpost the opportunity to draw it on the site plan.

Sean's Outpost request this Board overturn the denial by the DRC and issue the permit preferably without the all-weather road as a condition, but if necessary with the all-weather road as a condition.

Thank you for your time and attention to this matter. We will provide your Board with a more detailed briefing and analysis of these issues at the appropriate stage of this appeal. In the meantime, please do not hesitate to contact me should you or your Board have any questions.

Sincerely,



William J. Dunaway

WJD/sep

Enclosures

cc: Horace Jones (*Via email*)

Meredith Crawford (*Via email*)

Michael Kimberl (*Via email*)

**FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS****Detail by Entity Name****Florida Not For Profit Corporation**

SEAN'S OUTPOST, INC

Filing Information

Document Number	N13000006546
FEI/EIN Number	46-3699172
Date Filed	07/22/2013
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	11/15/2014

Principal Address1999 MASSACHSETTS AVE
PENSACOLA, FL 32514**Mailing Address**1999 MASSACHSETTS AVE
PENSACOLA, FL 32505**Registered Agent Name & Address**MCKENZIE, ALISTAIR
905 E HATTON ST
PENSACOLA, FL 32503**Officer/Director Detail****Name & Address**

Title DIR

KING, JASON
2430 HENCYE DR
PENSACOLA, FL 32514

Title DIR

KIMBREL, MICHAEL
2430 HENCYE DR
PENSACOLA, FL 32514

Title DIR

KING, LESLIE
2430 HENCYE DR
PENSACOLA, FL 32514

Annual Reports

Report Year	Filed Date
2014	11/15/2014
2015	04/30/2015

Document Images

<u>04/30/2015 -- ANNUAL REPORT</u>	View Image in PDF format
------------------------------------	--

<u>11/15/2014 -- REINSTATEMENT</u>	View image in PDF format
------------------------------------	--

<u>07/22/2013 -- Domestic Non-Profit</u>	View image in PDF format
--	--

Copyright © and Privacy Policies

State of Florida, Department of State

2015 FLORIDA NOT FOR PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# N13000006546

Entity Name: SEAN'S OUTPOST, INC

Current Principal Place of Business:

1999 MASSACHSETTS AVE
PENSACOLA, FL 32514

Current Mailing Address:

1999 MASSACHSETTS AVE
PENSACOLA, FL 32505

FEI Number: 46-3699172

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

MCKENZIE, ALISTAIR
805 E HATTON ST
PENSACOLA, FL 32503 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title DIR
Name KING, JASON
Address 2430 HENRY DR
City-State-Zip: PENSACOLA FL 32514

Title DIR
Name KIMBREL, MICHAEL
Address 2430 HENRY DR
City-State-Zip: PENSACOLA FL 32514

Title DIR
Name KING, LESLIE
Address 2430 HENRY DR
City-State-Zip: PENSACOLA FL 32514

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: JASON KING

DIRECTOR

04/30/2015

Electronic Signature of Signing Officer/Director Detail

Date

**Electronic Articles of Incorporation
For**

N13000006546
FILED
July 22, 2013
Sec. Of State
mdickey

SEAN'S OUTPOST, INC

The undersigned incorporator, for the purpose of forming a Florida not-for-profit corporation, hereby adopts the following Articles of Incorporation:

Article I

The name of the corporation is:

SEAN'S OUTPOST, INC

Article II

The principal place of business address:

1999 MASSACHSETTS AVE
PENSACOLA, FL. 32514

The mailing address of the corporation is:

1999 MASSACHSETTS AVE
PENSACOLA, FL. 32505

Article III

The specific purpose for which this corporation is organized is:

TO CREATE LASTING SOLUTIONS TO HOMELESSNESS, HUNGER,
POVERTY, AND SOCIAL INJUSTICE

Article IV

The manner in which directors are elected or appointed is:

AS PROVIDED FOR IN THE BYLAWS.

Article V

The name and Florida street address of the registered agent is:

ALISTAIR MCKENZIE
905 E HATTON ST
PENSACOLA, FL. 32503

I certify that I am familiar with and accept the responsibilities of registered agent.

Registered Agent Signature: ALISTAIR MCKENZIE

N13000006546
FILED
July 22, 2013
Sec. Of State
mdickey

Article VI

The name and address of the incorporator is:

JASON KING
2430 HENCYE DR

PENSACOLA, FL 32514

Electronic Signature of Incorporator: JASON KING

I am the incorporator submitting these Articles of Incorporation and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of this corporation and every year thereafter to maintain "active" status.

Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: DIR
JASON KING
2430 HENCYE DR
PENSACOLA, FL. 32514

Title: DIR
MICHAEL KIMBREL
2430 HENCYE DR
PENSACOLA, FL. 32514

Title: DIR
LESLIE KING
2430 HENCYE DR
PENSACOLA, FL. 32514

Prepared by:

Wilson, Harrell, Farrington, Ford, et.al., P.A.
307 South Palafox Street
Pensacola, Florida 32502

File Number: 1-48088

General Warranty Deed

Made this July 25, 2013 A.D. By Robert Dale, a married man, whose address is: P.O. Box 11850, Pensacola, FL 32534, hereinafter called the grantor, to Sean's Outpost, Inc., a Florida corporation, whose post office address is: 1999 Massachusetts Avenue, Pensacola, Florida 32505, hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Escambia County, Florida, viz:

A PARCEL OF LAND LYING IN A PORTION OF SECTION 12, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: THE SOUTH 1/2 OF THE WEST 1/2 OF GOVERNMENT LOT 7, LESS THE WEST 210 FEET OF THE SOUTH 210 FEET OF THE NORTH 310 FEET; AND LESS THE 4TH ADDITION TO MAYFAIR SUBDIVISION; AND LESS AND EXCEPT THAT PORTION CONVEYED TO FLORIDA UTILITY COMPANY BY DEED IN OR BOOK 151, PAGE 715, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; AND LESS AND EXCEPT THAT PORTION CONVEYED TO THE STATE OF FLORIDA BY DEED RECORDED IN OR BOOK 730, PAGE 157, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

TOGETHER WITH THAT CERTAIN EASEMENT DESCRIBED AS FOLLOWS: A PERMANENT ACCESS EASEMENT, 25 FEET IN WIDTH, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE 4TH ADDITION TO MAYFAIR SUBDIVISION AS RECORDED IN PLAT BOOK 6, PAGE 5, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE NORTH 00°29' WEST ALONG A PROJECTION OF THE WEST BOUNDARY OF SAID SUBDIVISION A DISTANCE OF 580.5 FEET; THENCE NORTH 89°31' EAST A DISTANCE OF 211.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 44°35' EAST A DISTANCE OF 125.00 FEET; THENCE SOUTH 45°25' EAST A DISTANCE OF 25.0 FEET; THENCE SOUTH 44°35' WEST A DISTANCE OF 150 FEET; THENCE NORTH 00°29' WEST A DISTANCE OF 35.35 FEET TO THE POINT OF BEGINNING, LYING IN SECTION 12, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

THE ABOVE DESCRIBED PROPERTY IS NOT THE CONSTITUTIONAL HOMESTEAD OF THE GRANTOR.

Parcel ID Number: 12-2S-30-7002-000-000


Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.


And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2012.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:


Witness Printed Name Tracy Patis


Robert Dale
Address: P.O. Box 11850, Pensacola, FL 32534


Witness Printed Name DONNA SCHUMACHER


Prepared by:

Wilson, Harrell, Farrington, Ford, et.al., P.A.
307 South Palafox Street
Pensacola, Florida 32502

File Number: 1-48088

State of Florida
County of Escambia

The foregoing instrument was acknowledged before me this 25th day of July, 2013, by Robert Dale, a married man, who is/are personally known to me or who has produced RL identification.


Notary Public
Print Name: Tracy M. Hain
My Commission Expires: 4/11/14



TRACY HAIN
MY COMMISSION # DO 865882
EXPIRES: April 11, 2014
Bonded Thru Budget Notary Services

**RESIDENTIAL SALES ABUTTING ROADWAY
MAINTENANCE DISCLOSURE**

ATTENTION: Pursuant to Escambia County Code of Ordinances Chapter 1-29.2, Article V, sellers of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County. The disclosure must additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County Code of Ordinances, Chapter 1-29.2, Article V, requires that this disclosure be attached, along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida. NOTE: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgement by the county of the veracity of any disclosure statement.

NAME OF ROADWAY: 1999 Massachusetts Avenue

LEGAL ADDRESS OF PROPERTY: 1999 Massachusetts Avenue, Pensacola, Florida 32505

The County (X) has accepted () has not accepted the abutting roadway for maintenance.

This form completed by:

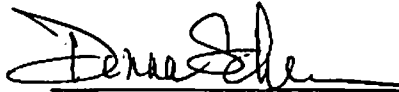
Wilson, Harrell, Farrington, Ford, Wilson, Spain & Parsons P.A.
13020 Sorrento Road
Pensacola, FL 32507

AS TO SELLER(S):

WITNESSES TO SELLER(S):



Robert Dale


Printed Name: Tracy Retin

Printed Name: DONNA SCHUMACHER

AS TO BUYER(S):

WITNESSES TO BUYER(S):



Sean's Outpost, Inc., a Florida corporation
By: Jason King, Director


Printed Name: Tracy Retin

Printed Name: DONNA SCHUMACHER

This form approved by the
Escambia County Board
of County Commissioners
Effective: 4/15/95

Compatibility and Location Criteria Analysis

1999 Massachusetts Avenue

This is an 8.5 acre heavily wooded site located in the west Pensacola area at 1999 Massachusetts Avenue. Major existing land uses surrounding the property include a cemetery to the north, an abandoned barrow pit on the east, single family homes to the south a county park and vacant lots adjacent and west of the site.

The site is zoned Heavy Commercial- Light Industry HC/LI and has future land use classification of Mixed Use – Urban MU-U. Uses allowed under the HC/LI include the following:

LDC Sec. 3-2.11(b)(5)b

Recreation and entertainment.

b. Commercial recreation facilities, passive or active, including those for walking, hiking, bicycling, camping, recreational vehicles, swimming, skateboarding, bowling, court games, field sports, and golf, but excluding off-highway vehicle uses and outdoor shooting ranges. Campgrounds and recreational vehicle parks require a minimum lot area of five acres.

The site has been used over the past several years as a campground facility which is contained in the allowed uses cited above.

With regard to location and compatibility matters, the Land Development Code contains the following:

LDC Sec. 3-2.11(e)(3)

(e) Location criteria. All new non-residential uses proposed within the HC/LI district that are not part of a planned unit development or not identified as exempt by district regulations shall be on parcels that satisfy at least one of the following location criteria:

(3) Documented compatibility. A compatibility analysis prepared by the applicant provides competent substantial evidence of unique circumstances regarding the parcel or use that were not anticipated by the alternative criteria, and the proposed use will be able to achieve long-term compatibility with existing and potential uses. Additionally, the following conditions exist:

a. The parcel has not been rezoned by the landowner from the mixed-use, commercial, or industrial zoning assigned by the county.

RESPONSE: The landowner has not requested any change to the existing zoning.

b. If the parcel is within a county redevelopment district, the use will be consistent with the district's adopted redevelopment plan, as reviewed and recommended by the Community Redevelopment Agency (CRA).

RESPONSE: According to the county list of redevelopment areas, this site and area are not identified as being within a designated redevelopment district.

As discussed earlier, the site is zoned HC/LI with a MU-U land use designation. By way of comparison, the Tall Oaks Campground near Pine Forest Road and Nine Mile Road intersection has a similar zoning and land use classification and has been in existence for over thirty-one years. The rear of the site touches a subdivision to the west with a MU-U land use which is the same as the land use classification for properties surrounding the Massachusetts Avenue site. Both sites have the same zoning and land use classifications with a campground as the existing use. Tall Oaks has demonstrated then, that a campground can coexist next to a residential subdivision.

With regard to the Massachusetts Avenue site, compatibility will be achieved with the application of vegetative buffering on the westerly and southern property lines. The scale and intensity of use as shown on the site plan will be small for the 8 acre site so as not to generate unreasonable noise, traffic or other nuisances to contiguous properties. The site plan identifies some 20 campsites located on approximately 4 acres of the developable portions of the site. Regarding intensity of use, the zoning category will permit up to 25 dwelling units per acre, conceivably permitting some 100 units on the property. The proposed 20 campsites would suggest less intensity and thus greater compatibility with surrounding properties.

Another metric concerning impacts is the amount of potential traffic to be generated by a project onto the street network. This is accomplished by using the FDOT Trip Generation spreadsheet by the Institute of Traffic

Engineers (ITE) that identifies trips produced based upon the land use and its size. In this case, a campground carries a ITE 416 use code showing a four acre campground site generating some 4 trips per day (see attached spreadsheets). For comparison, Fennel Street located west of the site, has some 25 residential units (ITE code 210) along its length and produces some 239 trips per day. By comparison, then, any campground traffic impact on the area will be deminimis.

Finally, vegetative buffering will be utilized as shown on the proposed site plan along the southern and westerly property lines as defined in the Land Development Code:

Buffer. A designated area with natural or manmade features functioning to minimize or eliminate adverse impacts on adjoining land uses, including environmentally sensitive lands.

This buffer will consist primarily of the existing trees and understory on the property to provide a natural and man-made buffered area.

Compatibility then, will be achieved by a small, low intense development producing little traffic or unreasonable dust, noise or other objectionable odors or hazards on a site that will provide buffered separation from neighboring properties.

Description/ITE Code FDOT	Units	ITE Vehicle Trip Generation Rates (peak hours are for peak hour of adjacent street traffic unless highlighted)								Expected Units	Total Generated Trips				To
		Weekday	AM	PM	Pass-By	AM In	AM Out	PM In	PM Out		Daily	AM Hour	PM Hour	AM In	
Waterport/Marine Terminal 010	Acres	11.93	NA	NA		NA	NA	NA	NA		0	NA	NA	NA	
Waterport/Marine Terminal 010	Beltra	171.52	NA	NA		NA	NA	NA	NA		0	NA	NA	NA	
Commercial Airport 021	Employees	13.40	0.82	0.80		55%	45%	54%	46%		0	0	0	0	
Commercial Airport 021	Avg Flights/Day	104.73	5.40	5.75		54%	46%	45%	55%		0	0	0	0	
Commercial Airport 021	Corn. Flights/Day	122.21	6.43	6.88		55%	45%	54%	46%		0	0	0	0	
General Aviation Airport 022	Employees	14.24	0.69	1.03		83%	17%	45%	55%		0	0	0	0	
General Aviation Airport 022	Avg. Flights/Day	1.97	0.24	0.30		NA	NA	NA	NA		0	0	0	0	NA
General Aviation Airport 022	Based Aircraft	5.00	0.24	0.37		83%	17%	45%	55%		0	0	0	0	
Truck Terminal 030	Acres	81.90	7.28	6.85		41%	59%	43%	57%		0	0	0	0	
Truck Terminal 030	Employees	8.99	0.65	0.55		40%	60%	47%	53%		0	0	0	0	
Park&Ride w/ Bus Service 090	Parking Spaces	4.50	0.72	0.82		81%	19%	23%	77%		0	0	0	0	
Park&Ride w/ Bus Service 090	Acres	372.32	46.81	43.75		NA	NA	NA	NA		0	0	0	0	NA
Park&Ride w/ Bus Service 090	Occ. Spaces	9.62	1.29	0.81		69%	31%	28%	72%		0	0	0	0	
Light Rail Station w/ Park 093	Parking Space	2.51	1.07	1.24		80%	20%	58%	42%		0	0	0	0	
Light Rail Station w/ Park 093	Occ. Spaces	3.91	1.14	1.33		80%	20%	58%	42%		0	0	0	0	
General Light Industrial 110	KSF ²	6.97	0.92	0.97		88%	12%	12%	88%		0	0	0	0	
General Light Industrial 110	Acres	51.80	7.51	7.26		83%	17%	22%	78%		0	0	0	0	
General Light Industrial 110	Employees	3.02	0.44	0.42		83%	17%	21%	79%		0	0	0	0	
General Heavy Industrial 120	KSF ²	1.50	0.51	0.19		NA	NA	NA	NA		0	0	0	0	NA
General Heavy Industrial 120	Acres	6.75	1.98	2.16		NA	NA	NA	NA		0	0	0	0	NA
General Heavy Industrial 120	Employees	0.82	0.51	0.89		NA	NA	NA	NA		0	0	0	0	NA
Industrial Park 130	KSF ²	6.96	0.84	0.85		82%	18%	21%	79%		0	0	0	0	
Industrial Park 130	Acres	63.11	8.55	8.84		83%	17%	21%	79%		0	0	0	0	
Industrial Park 130	Employees	3.34	0.47	0.46		85%	14%	20%	80%		0	0	0	0	
Manufacturing 140	KSF ²	3.62	0.73	0.73		78%	22%	36%	64%		0	0	0	0	
Manufacturing 140	Acres	38.88	7.44	8.35		93%	7%	53%	47%		0	0	0	0	
Manufacturing 140	Employees	2.13	0.40	0.35		73%	27%	44%	56%		0	0	0	0	
Warehousing 150	KSF ²	3.56	0.30	0.32		79%	21%	25%	75%		0	0	0	0	
Warehousing 150	Acres	57.23	10.03	8.69		72%	28%	35%	65%		0	0	0	0	
Warehousing 150	Employees	3.69	0.51	0.59		72%	28%	35%	65%		0	0	0	0	
Mini Warehouse 151	KSF ²	2.50	0.15	0.28		59%	41%	51%	49%		0	0	0	0	
Mini Warehouse 151	Storage Units	0.25	0.02	0.02		67%	33%	NA	NA		0	0	0	0	
Mini Warehouse 151	Acres	35.43	2.62	3.45		NA	NA	52%	48%		0	0	0	0	NA
Mini Warehouse 151	Employees	61.90	5.26	6.04		67%	33%	52%	48%		0	0	0	0	
High-Cube Warehouse 152	KSF ²	1.44	0.09	0.10		65%	35%	33%	67%		0	0	0	0	
Utilities 170	KSF ²	NA	0.80	0.76		NA	NA	45%	55%		0	0	0	0	NA
Utilities 170	Employees	NA	0.76	0.76		90%	10%	15%	85%		0	0	0	0	
Single Family Homes 210	DU	9.57	0.75	1.01		25%	75%	63%	37%	25.0	239	19	25	5	
Single Family Homes 210	Acres	26.04	2.06	2.74		31%	69%	66%	34%		0	0	0	0	
Single Family Homes 210	Persons	2.55	0.21	0.28		31%	69%	66%	34%		0	0	0	0	
Single Family Homes 210	Vehicles	6.02	0.61	0.67		31%	69%	66%	34%		0	0	0	0	
Apartment 220	DU	6.65	0.51	0.62		20%	80%	65%	35%		0	0	0	0	
Apartment 220	Persons	3.31	0.28	0.40		NA	NA	NA	NA		0	0	0	0	NA
Apartment 220	Vehicles	5.10	0.46	0.60		NA	NA	NA	NA		0	0	0	0	NA
Low Rise Apartment 221	Occ DU	6.59	0.46	0.58		21%	79%	65%	35%		0	0	0	0	
High Rise Apartment 222	DU	4.20	0.30	0.35		25%	75%	61%	39%		0	0	0	0	
Mid-Rise Apartment 223	DU	NA	0.30	0.39		31%	69%	59%	42%		0	0	0	0	
Rental Townhouse 224	DU	NA	0.70	0.72		33%	67%	51%	49%		0	0	0	0	
Resd. Condo/Townhouse 230	DU	5.81	0.44	0.52		17%	83%	67%	33%		0	0	0	0	
Resd. Condo/Townhouse 230	Persons	2.49	0.19	0.24		16%	84%	67%	33%		0	0	0	0	
Resd. Condo/Townhouse 230	Vehicles	3.34	0.24	0.32		16%	84%	66%	34%		0	0	0	0	
Low Rise Resd. Condo 231	DU	NA	0.67	0.78		25%	75%	58%	42%		0	0	0	0	
High Rise Resd. Condo 232	DU	4.18	0.34	0.38		19%	81%	62%	38%		0	0	0	0	
Luxury Condo/Townhouse 233	Occ DU	NA	0.66	0.66		23%	77%	63%	37%		0	0	0	0	
Mobile Home Park 240	Occ DU	4.99	0.44	0.59		20%	80%	62%	38%		0	0	0	0	
Mobile Home Park 240	Persons	2.46	0.20	0.25		18%	82%	63%	37%		0	0	0	0	
Mobile Home Park 240	Acres	39.61	3.20	4.45		18%	82%	63%	37%		0	0	0	0	
Mobile Home Park 240	Vehicles	3.38	0.27	0.38		16%	84%	63%	37%		0	0	0	0	
Senior Adult Housing-Detached 251	DU	3.71	0.22	0.27		35%	65%	61%	39%		0	0	0	0	
Senior Adult Housing- Attached 252	Occ DU	3.48	0.13	0.18		36%	64%	60%	40%		0	0	0	0	
Congregate Care Facility 253	Occ DU	2.15	0.08	0.17		61%	39%	56%	44%		0	0	0	0	
Congregate Care Facility 253	DU	2.02	0.09	0.17		59%	41%	55%	45%		0	0	0	0	
Assisted Living 254	Occ Beds	2.74	0.17	0.29		73%	27%	52%	48%		0	0	0	0	
Assisted Living 254	Beds	2.66	0.14	0.22		65%	35%	44%	56%		0	0	0	0	
Assisted Living 254	Employees	3.93	NA	0.55		NA	NA	NA	NA		0	NA	0	NA	
Retirement Community 255	Occ Units	2.81	0.18	0.29		64%	36%	48%	52%		0	0	0	0	
Recreational Homes 260	DU	3.10	0.10	0.29		67%	33%	41%	59%		0	0	0	0	
Recreational Homes 260	Acres	1.33	0.07	0.11		67%	33%	41%	59%		0	0	0	0	
Timeshare 265	DU	10.03	0.48	0.75		NA	NA	NA	NA		0	0			NA
Residential PUD 270	DU	7.50	0.51	0.62		22%	78%	65%	35%		0	0	0	0	
Residential PUD 270	Acres	46.78	2.86	4.05		NA	NA	NA	NA		0	0	0	0	NA
Hotel 310	Occ Room	8.92	0.67	0.70		58%	42%	49%	51%		0	0	0	0	
Hotel 310	Rooms	8.17	0.56	0.59		61%	39%	53%	47%		0	0	0	0	
Hotel 310	Employees	14.34	0.69	0.80		60%	40%	54%	46%		0	0	0	0	
All Suites Hotel 311	Occ Room	6.24	0.48	0.55		67%	33%	42%	58%		0	0	0	0	
All Suites Hotel 311	Rooms	4.90	0.38	0.40		55%	45%	45%	55%		0	0	0	0	

Business Hotel 312	Occ. Room	7.27	0.59	0.52	59%	41%	60%	40%	0	0	0	0
Business Hotel 312	Employees	72.87	7.17	7.90	59%	41%	60%	40%	0	0	0	0
Motel 320	Occ. Room	9.11	0.64	0.59	36%	64%	54%	46%	0	0	0	0
Motel 320	Rooms	5.63	0.45	0.47	36%	64%	54%	46%	0	0	0	0
Motel 320	Employees	12.81	0.91	0.73	54%	46%	54%	46%	0	0	0	0
Resort Hotel 330	Occ. Room	13.43	0.37	0.49	72%	28%	43%	57%	0	0	0	0
Resort Hotel 330	Rooms	NA	0.31	0.42	72%	28%	43%	57%	0	0	0	0
Resort Hotel 330	Employees	13.58	0.15	0.25	69%	31%	40%	60%	0	0	0	0
City Park 411	Acres	1.59	NA	NA	NA	NA	NA	NA	0	NA	NA	NA
City Park 411	Picnic Sites	5.87	NA	NA	NA	NA	NA	NA	0	NA	NA	NA
County Park 412	Acres	2.28	0.01	0.06	80%	20%	41%	59%	0	0	0	0
State Park 413	Acres	0.65	NA	NA	NA	NA	NA	NA	0	NA	NA	NA
State Park 413	Picnic Sites	9.95	NA	0.55	NA	NA	43%	57%	0	NA	0	NA
State Park 413	Employees	42.55	NA	4.67	NA	NA	43%	57%	0	NA	0	NA
Water Slide Park 414	Parking Space	2.27	0.08	0.28	70%	30%	21%	79%	0	0	0	0
Beach Park 415	Acres	29.81	0.48	1.30	59%	41%	29%	71%	0	0	0	0
Campground/RV Park 416	Acres	NA	0.48	0.98	42%	58%	69%	31%	4.0	2	4	1
Regional Park 417	Acres	4.57	0.15	0.20	57%	43%	45%	55%	0	0	0	0
Regional Park 417	Picnic Sites	61.82	4.00	9.60	75%	25%	41%	59%	0	0	0	0
Regional Park 417	Employees	79.77	4.69	10.26	65%	35%	45%	55%	0	0	0	0
National Monument 418	Acres	5.37	0.29	0.42	NA	NA	NA	NA	0	0	0	NA
National Monument 418	Employees	31.05	3.05	5.59	NA	NA	NA	NA	0	0	0	NA
Marina 420	Berths	2.96	0.08	0.19	33%	67%	60%	40%	0	0	0	0
Marina 420	Acres	20.93	NA	NA	NA	NA	NA	NA	0	NA	NA	NA
Golf Course 430	Acres	5.04	0.21	0.30	74%	26%	34%	66%	0	0	0	0
Golf Course 430	Employees	20.62	1.01	1.48	68%	32%	48%	52%	0	0	0	0
Golf Course 430	Holes	35.74	2.23	2.76	79%	21%	45%	55%	0	0	0	0
Miniature Golf Course 431	Holes	NA	NA	0.33	NA	NA	33%	67%	0	NA	0	NA
Golf Driving Range 432	Tees	13.65	0.40	1.25	61%	39%	45%	55%	0	0	0	0
Batting Cages 433	Cages	NA	NA	2.22	NA	NA	55%	45%	0	0	0	NA
Multipurpose Rec. Facility 435	Acres	90.99	1.92	5.77	NA	NA	NA	NA	0	0	0	NA
Bowling Alley 437	KSF ²	33.33	3.13	3.54	60%	40%	35%	65%	0	0	0	0
Live Theater 441	Seats	NA	NA	0.02	NA	NA	50%	50%	0	NA	0	NA
Movie Theater w/o matinee 443	KSF ²	78.05	0.22	6.18	NA	NA	94%	6%	0	0	0	NA
Movie Theater w/o matinee 443	Movie Screens	220.00	NA	24.00	NA	NA	41%	59%	0	NA	0	NA
Movie Theater w/o matinee 443	Seats	1.78	0.01	0.07	NA	NA	75%	25%	0	0	0	NA
Movie Theater w/o matinee 443	Employees	53.12	0.15	4.20	NA	NA	NA	NA	0	0	0	NA
Movie Theater w/ matinee 444	KSF ²	89.28	NA	3.80	NA	NA	64%	36%	0	NA	0	NA
Movie Theater w/ matinee 444	Movie Screens	546.86	NA	20.22	NA	NA	40%	60%	0	NA	0	NA
Movie Theater w/ matinee 444	Seats	2.24	NA	0.07	NA	NA	39%	61%	0	NA	0	NA
Multiplex Movie Theater 445	KSF ²	NA	NA	4.91	NA	NA	62%	38%	0	NA	0	NA
Multiplex Movie Theater 445	Movie Screens	NA	NA	13.64	NA	NA	45%	55%	0	NA	0	NA
Multiplex Movie Theater 445	Seats	NA	NA	0.08	NA	NA	36%	64%	0	NA	0	NA
Horse Track 452	Acres	43.00	NA	NA	NA	NA	NA	NA	0	NA	NA	NA
Horse Track 452	Employees	2.60	NA	NA	NA	NA	NA	NA	0	NA	NA	NA
Dog Track 454	Attendees	NA	NA	0.15	NA	NA	8%	92%	0	NA	0	NA
Arena 460	Acres	33.33	NA	NA	NA	NA	NA	NA	0	NA	NA	NA
Arena 460	Employees	10.00	NA	NA	NA	NA	NA	NA	0	NA	NA	NA
Ice Rink 465	Seats	1.28	NA	0.12	NA	NA	NA	NA	0	NA	0	NA
Casino/Lottery Establishment 473	KSF ²	NA	NA	13.43	NA	NA	56%	44%	0	NA	0	NA
Amusement Park 480	Acres	75.79	0.21	3.95	88%	12%	61%	39%	0	0	0	0
Amusement Park 480	Employees	8.33	0.03	0.50	88%	12%	61%	39%	0	0	0	0
Zoo 481	Acres	114.88	NA	NA	NA	NA	NA	NA	0	NA	NA	NA
Zoo 481	Employees	23.93	NA	NA	NA	NA	NA	NA	0	NA	NA	NA
Soccer Complex 488	Fields	71.33	1.40	20.67	50%	50%	69%	31%	0	0	0	0
Tennis Courts 490	Acres	16.26	0.81	1.39	NA	NA	NA	NA	0	0	0	NA
Tennis Courts 490	Courts	31.04	1.57	3.88	NA	NA	NA	NA	0	0	0	NA
Tennis Courts 490	Employees	66.67	3.33	5.67	NA	NA	NA	NA	0	0	0	NA
Racquet Club 491	Courts	38.70	1.31	3.35	NA	NA	NA	NA	0	0	0	NA
Racquet/Tennis Club 491	KSF ²	14.03	0.84	1.06	NA	NA	NA	NA	0	0	0	NA
Racquet/Tennis Club 491	Employees	45.71	1.86	4.95	NA	NA	NA	NA	0	0	0	NA
Health/Fitness Club 492	KSF ²	32.93	1.38	3.53	45%	55%	57%	43%	0	0	0	0
Athletic Club 493	KSF ²	43.00	2.97	5.59	61%	39%	62%	38%	0	0	0	0
Recreational Com. Center 495	KSF ²	22.85	1.82	1.45	61%	39%	37%	63%	0	0	0	0
Recreational Com. Center 495	Employees	27.25	2.66	2.44	72%	28%	27%	73%	0	0	0	0
Military Base 501	Employees	1.78	0.39	0.39	NA	NA	NA	NA	0	0	0	NA
Elementary School 520	Students	1.29	0.45	0.15	55%	45%	49%	51%	0	0	0	0
Elementary School 520	KSF ²	15.43	5.20	1.21	56%	44%	45%	55%	0	0	0	0
Elementary School 520	Employees	15.71	5.37	1.81	54%	46%	49%	51%	0	0	0	0
Middle/JR. High School 522	Students	1.82	0.54	0.18	55%	45%	49%	51%	0	0	0	0
Middle/JR. High School 522	KSF ²	13.78	4.35	1.19	55%	45%	52%	48%	0	0	0	0
High School 530	Students	1.71	0.42	0.13	68%	32%	47%	53%	0	0	0	0
High School 530	KSF ²	12.89	3.08	0.97	71%	29%	54%	46%	0	0	0	0
High School 530	Employees	19.74	4.88	1.55	70%	30%	54%	46%	0	0	0	0
Private School (K-8) 534	Students	NA	0.90	0.50	55%	45%	47%	53%	0	0	0	0
Private School (K-12) 536	Students	2.49	0.81	0.17	61%	39%	43%	57%	0	0	0	0
Junior/ Comm. College 540	Students	1.20	0.12	0.12	82%	18%	64%	36%	0	0	0	0
Junior/ Comm. College 540	KSF ²	27.49	2.99	2.84	74%	26%	58%	42%	0	0	0	0
Junior/ Comm. College 540	Employees	15.59	1.64	1.39	74%	26%	58%	42%	0	0	0	0
University/College 550	Students	2.38	0.21	0.21	80%	20%	30%	70%	0	0	0	0
University/College 550	Employees	9.13	0.73	0.88	82%	18%	29%	71%	0	0	0	0
Church 560	KSF ²	9.11	0.56	0.55	62%	38%	48%	52%	0	0	0	0
Synagogue 561	KSF ²	10.64	0.14	1.69	NA	NA	47%	53%	0	0	0	NA
Daycare Center 565	KSF ²	79.26	12.26	12.48	53%	47%	47%	53%	0	0	0	0
Daycare Center 565	Students	4.48	0.80	0.82	53%	47%	47%	53%	0	0	0	0
Daycare Center 565	Employees	26.13	4.91	4.79	53%	47%	47%	53%	0	0	0	0
Cemetery 566	Acres	4.73	0.17	0.84	70%	30%	33%	67%	0	0	0	0
Cemetery 566	Employees	58.09	1.43	7.00	70%	30%	33%	67%	0	0	0	0



**Development Services Department
Building Inspections Division**

3363 West Park Place
Pensacola, Florida, 32505
(850) 595-3550
Molino Office - (850) 587-5770

RECEIPT

Receipt No. : **677951**

Date Issued. : 10/27/2016

Cashier ID : JMCOSTIN

Application No. : PBA161000015

Project Name : AP-2016-01

Address : 125 WEST ROMANA ST, SUITE 800
Pensacola, FL, 32502

PAYMENT INFO

Method of Payment	Reference Document	Amount Paid	Comment
Check	1037	\$682.60	App ID : PBA161000015
		\$682.60	Total Check

Received From : SEANS OUTPOST INC

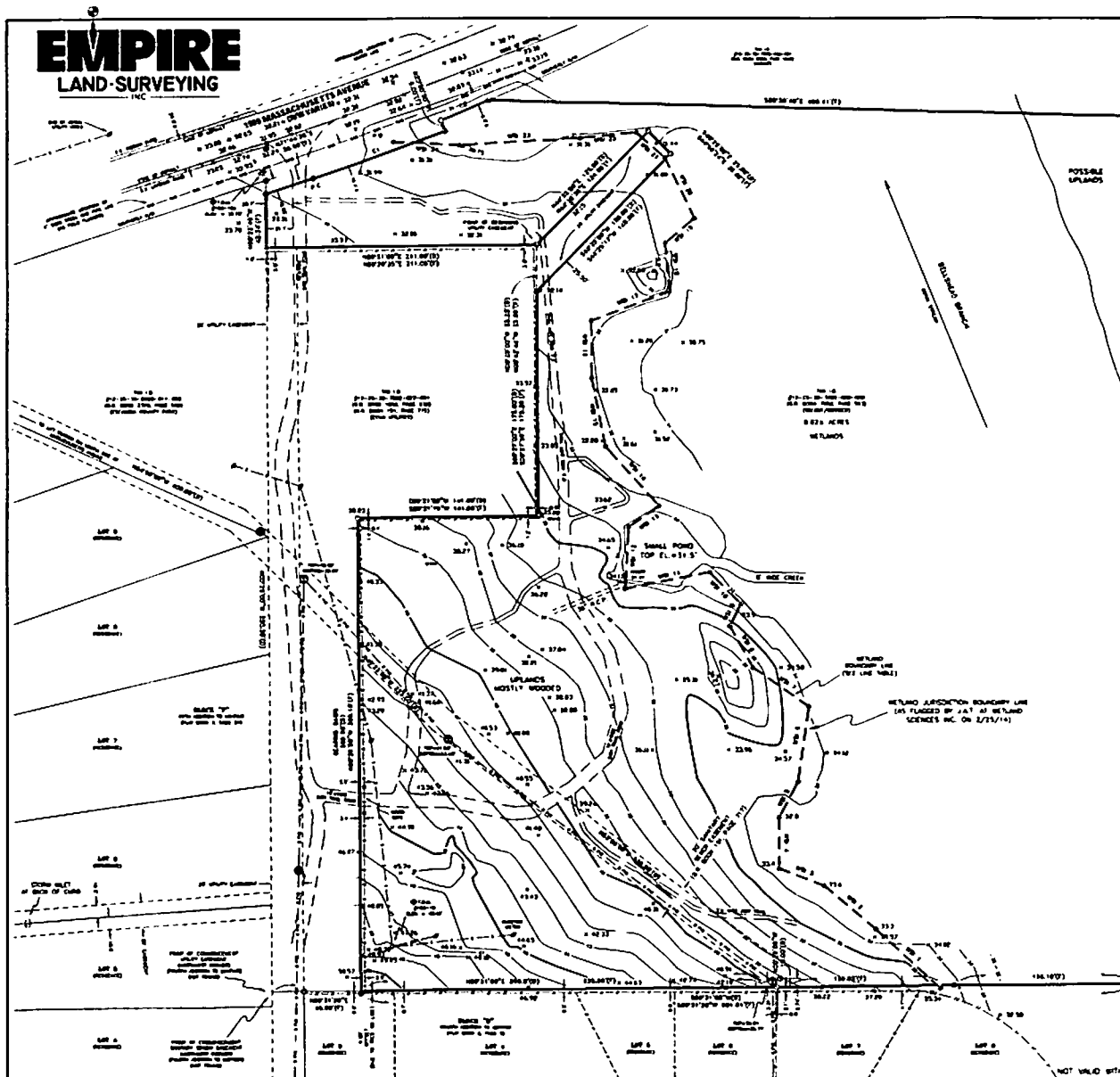
Total Receipt Amount : **\$682.60**

Change Due : \$0.00

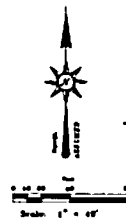
APPLICATION INFO

Application #	Invoice #	Invoice Amt	Balance	Job Address
PBA161000015	771246	682.60	\$0.00	1999 MASSACHUSETTS AVE, PENSACOLA, FL, 32505

Total Amount :	682.60	\$0.00	Balance Due on this/these Application(s) as of 10/27/2016
-----------------------	---------------	--------	--



**BOUNDARY SURVEY
TOPOGRAPHIC SURVEY
1999 MASSACHUSETTS AVENUE
A PORTION OF SECTION 12,
TOWNSHIP 2 SOUTH, RANGE 30 WEST
ESCAMBIA COUNTY, FLORIDA**



LEGEND

[illegible]

Team A				Team B			
Name	Points	Reb.	Ass.	Name	Points	Reb.	Ass.
John	15	5	2	Mike	10	3	1
Steve	8	2	1	Bob	5	1	0
Paul	12	4	3	Chris	9	2	2
Tim	6	1	0	Eric	4	0	1
Greg	10	3	1	Ben	7	2	0
Scott	11	4	2	Jason	6	1	1
Sam	9	2	1	Timothy	8	3	0
Andrew	7	1	0	Joshua	5	0	1
Benjamin	13	5	3	Matthew	10	4	2
William	16	6	4	Michael	12	5	3
Robert	14	7	5	Anthony	11	6	4
Charles	17	8	6	Christopher	13	7	5
Thomas	18	9	7	William	14	8	6
Richard	19	10	8	Thomas	15	9	7
Joseph	20	11	9	Joseph	16	10	8
John	21	12	10	John	17	11	9
David	22	13	11	David	18	12	10
Michael	23	14	12	Michael	19	13	11
Christopher	24	15	13	Christopher	20	14	12
Matthew	25	16	14	Matthew	21	15	13
Anthony	26	17	15	Anthony	22	16	14
William	27	18	16	William	23	17	15
Robert	28	19	17	Robert	24	18	16
Charles	29	20	18	Charles	25	19	17
Thomas	30	21	19	Thomas	26	20	18
Richard	31	22	20	Richard	27	21	19
Joseph	32	23	21	Joseph	28	22	20
John	33	24	22	John	29	23	21
David	34	25	23	David	30	24	22
Michael	35	26	24	Michael	31	25	23
Christopher	36	27	25	Christopher	32	26	24
Matthew	37	28	26	Matthew	33	27	25
Anthony	38	29	27	Anthony	34	28	26
William	39	30	28	William	35	29	27
Robert	40	31	29	Robert	36	30	28
Charles	41	32	30	Charles	37	31	29

STATE OF TEXAS,
COUNTY OF DALLAS.

7. THERE ARE "POSSIBLE" MINING QUARTZES (W&F [ET]) NOT SHOWN HEREON
8. THERE IS OTHER EVIDENCE OF BURIED QUARTZES NOT SHOWN HEREON
9. ELEVATION FOR REMAINING BENCHES AND TERRACED SURVEY REFLECTED TO CORNER
AND SURVEY MONUMENT LOCATIONS. THE MONUMENTS ARE APPROX. 22 FEET
ELEVATION AT 802' LONG ON UNPAVED HIGHWAY (R. 101) AND WIRELINE CORNER APPROXIMATELY 1
50' S. OF CENTER OF CORNER OF VERTICAL CURVE (R. 1700) AND 2132' NORTH OF BRIDGE AT
BAYVIEW SECTION 13 1/2 30S. ELEVATION 50' NOT SHOWN AND BEING APPROX. 20' N. OF
100' (NAD 83)
10. BEACHES/BLUES
- A. [R. 101] 131-132 IS A SET COTTON SPINDE IN THE WEST FACE OF A POWER POLE LOCATED
NORTH OF CORNER OF PROPERTY AT 1700' METERS/FEET. MEAS. ELEVATION
4812 (NAD 83)
- B. [R. 101] 131-132 IS LANDING OF COTTON AT 1700' METERS/FEET. APPROXIMATELY 1/2 MILE NORTH OF
CORNER OF PROPERTY AT 1700' METERS/FEET. MEAS. ELEVATION 32 70' (NAD 83)
11. THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND
EXISTING DOCUMENTS. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.
THE SURVEYOR DOES NOT GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE
FIELD OR AS INDICATED ON THE UNDERGROUND UTILITIES MAP. THESE UTILITIES
MAY BE LOCATED AT OTHER LOCATIONS.
12. THIS SURVEY DOES NOT RELY ON EXISTING CORNER PLATS
13. TO ASSURE THE CONSTRUCTION OF THE ROAD VERTICAL AND HORIZONTAL DATUMS AS THIS SURVEY IS
IT IS STRONGLY RECOMMENDED THAT SURVEY CHECKS BE MADE BETWEEN TWO BENCH MARKS AND
THAT HORIZONTAL CHECKS BE MADE BETWEEN THREE CONTROL POINTS OR PROPERTY CORNERS.
14. CALL SURVEYING AND UTILITY LOCATORS AT (800) 432-4710 BEFORE DIGGING.
15. THE WEST LINE OF THE 36" C/PD. COULD NOT BE FOUND

A PARCEL OF LAND LYING IN A PORTION OF SECTION 12, TOWNSHIP 3 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: THE SOUTH 1/2 OF THE WEST 1/2 OF GOVERNMENT LOT 7, LESS THE WEST 210 FEET OF THE SOUTH 210 FEET OF THE WEST 210 FEET, AND LESS THE 400 ACRES ADDITION TO WATER SUFFICIENCY, AND LESS AND EXCEPT THAT PORTION CONVEYED TO FLORIDA UTILITY COMPANY BY DEED IN CH BOOK 151, PAGE 716, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, AND LESS AND EXCEPT THAT PORTION CONVEYED TO THE STATE OF FLORIDA BY DEED RECORDED IN CH BOOK 730, PAGE 157, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

THESE ARE WITH THE CRITERIA LARGELY DESCRIBED AS FOLLOWS: A PERMANENT ACCESS EASEMENT 25 FEET WIDE WITH A BUFFER ADEQUATE AS DESCRIBED AS FOLLOWS, COMMENCING AT THE ACROSS STREET AND TO THE EAST ADDITION TO SHAWNEE SUBDIVISION AS RECORDED IN PLAT BOOK 8, PAGE 1, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, THENCE NORTH 87°25' WEST ALONG A PRODUCTION OF THE WEST PRODUCTION OF SAID SUBDIVISION A DISTANCE OF 562.5 FEET, THENCE NORTH 89°16' EAST A DISTANCE OF 211.00 FEET TO THE POINT OF BEGINNING, THENCE NORTH 4°25' EAST A DISTANCE OF 125.00 FEET, THENCE SOUTH 45°25' EAST A DISTANCE OF 255.00 FEET, THENCE SOUTH 70°15' WEST A DISTANCE OF 150.00 FEET, THENCE SOUTH 89°16' EAST A DISTANCE OF 125.00 FEET, THENCE SOUTH 1°15' WEST A DISTANCE OF 125.00 FEET, THENCE SOUTH 2°15' EAST TO THE POINT OF BEGINNING, 1.00 AC. IN SECTION 12, TOWNSHIP 2 SOUTH, RANGE 10 WEST, ESCAMBIA COUNTY, FLORIDA.

THE UNDERSIGNED CLIENT(S) ACKNOWLEDGE RECEIPT AND ACCEPTANCE OF THIS INQUIRY.

NAME SPITZBERG

THE PURPOSE OF THIS CLERK IS FOR TITLE TRANSACTION AND ITS ACCOMPANYING INSTRUMENTS. THIS MAP IS CERTIFIED AS MEETING THE FLORIDA MORTGAGE LENDING STANDARDS TO THE FOLLOWING AND IS FOR THE EXCEPT OF ONLY THE FOLLOWING LISTED CLIENT(S) AGENT(S) AND COOPERATOR(S).

**STATE SPECIAL
LABORERS OFFICE AND CONSTRUCTION**

* NOT VALID WITHOUT THE ORIGINAL BLUE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPED

EMPIRE LAND SURVEYING, INC.
PROFESSIONAL LAND SURVEYING • SERVING NORTHWEST FLORIDA
8720 N. PALAFOX STREET, PENSACOLA, FLORIDA 32534
PHONE: 850-477-3745 • FAX: 850-477-3705
LICENSED BUSINESS (LAND, SURVY OF FLORIDA)

KEYWORDS	FIELD NO.	DATE
1.) TOPOGRAPHIC SURVEY	183/27	5/1/14
POSSIBLE ENCOUNTERS:		

SURVEYORS CERTIFICATE
I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND
MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF
PROFESSIONAL LAND SURVEYORS IN FLORIDA ADMINISTRATION CODES
CHAPTER 52-17.050, 52-17.051 AND 52-17.052, PURSUANT TO SECTION 478.017 FLORIDA STATUTES.

APR 2 2016 LELAND M. EMPTIE, P.S. 1
PROFESSIONAL CERTIFICATES AND MAPS, NO. 1100, STATE OF FLORIDA INTX

SCALE: 1" = 40'
FIELD DATE: 5/11/10
ORDER NO: 022-14-1
FIELD BOOK: 103/115-105087
103/115-105087

Sean's Outpost - Satoshi Forest
1999 Massachusetts Ave - Pensacola, FL

PROPERTY OWNER

Sean's Outpost
1999 Massachusetts Ave.
Pensacola, FL 32505

ENGINEER OF RECORD

LandMark Engineering
7604 W. Fairfield Dr.
Pensacola, FL 32506
(850) 470-9722

PROPERTY REFERENCE NUMBER

12-2S-30-7002-000-000

PROPERTY LEGAL DESCRIPTION (O.R. BOOK 7052 PAGE 593)

A PARCEL OF LAND LYING IN A PORTION OF SECTION 12, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: THE SOUTH 1/2 OF THE WEST 1/2 OF GOVERNMENT LOT 7, LESS THE WEST 210 FEET OF THE SOUTH 210 FEET OF THE NORTH 310 FEET; AND LESS THE 4TH ADDITION TO MAYFAIR SUBDIVISION; AND LESS AND EXCEPT THAT PORTION CONVEYED TO FLORIDA UTILITY COMPANY BY DEED IN OR BOOK 151, PAGE 715, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; AND LESS AND EXCEPT THAT PORTION CONVEYED TO THE STATE OF FLORIDA BY DEED RECORDED IN OR BOOK 730, PAGE 157, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

TOGETHER WITH THAT CERTAIN EASEMENT DESCRIBED AS FOLLOWS: A PERMANENT ACCESS EASEMENT, 25 FEET IN WIDTH, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE 4TH ADDITION TO MAYFAIR SUBDIVISION AS RECORDED IN PLAT BOOK 6, PAGE 5, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE NORTH 00°29' WEST ALONG A PROJECTION OF THE WEST BOUNDARY OF SAID SUBDIVISION A DISTANCE OF 580.5 FEET; THENCE NORTH 89°31' EAST A DISTANCE OF 211.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 44°35' EAST A DISTANCE OF 125.00 FEET; THENCE SOUTH 45°25' EAST A DISTANCE OF 25.0 FEET; THENCE SOUTH 44°35' WEST A DISTANCE OF 150 FEET; THENCE NORTH 00°29' WEST A DISTANCE OF 35.35 FEET TO THE POINT OF BEGINNING, LYING IN SECTION 12, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

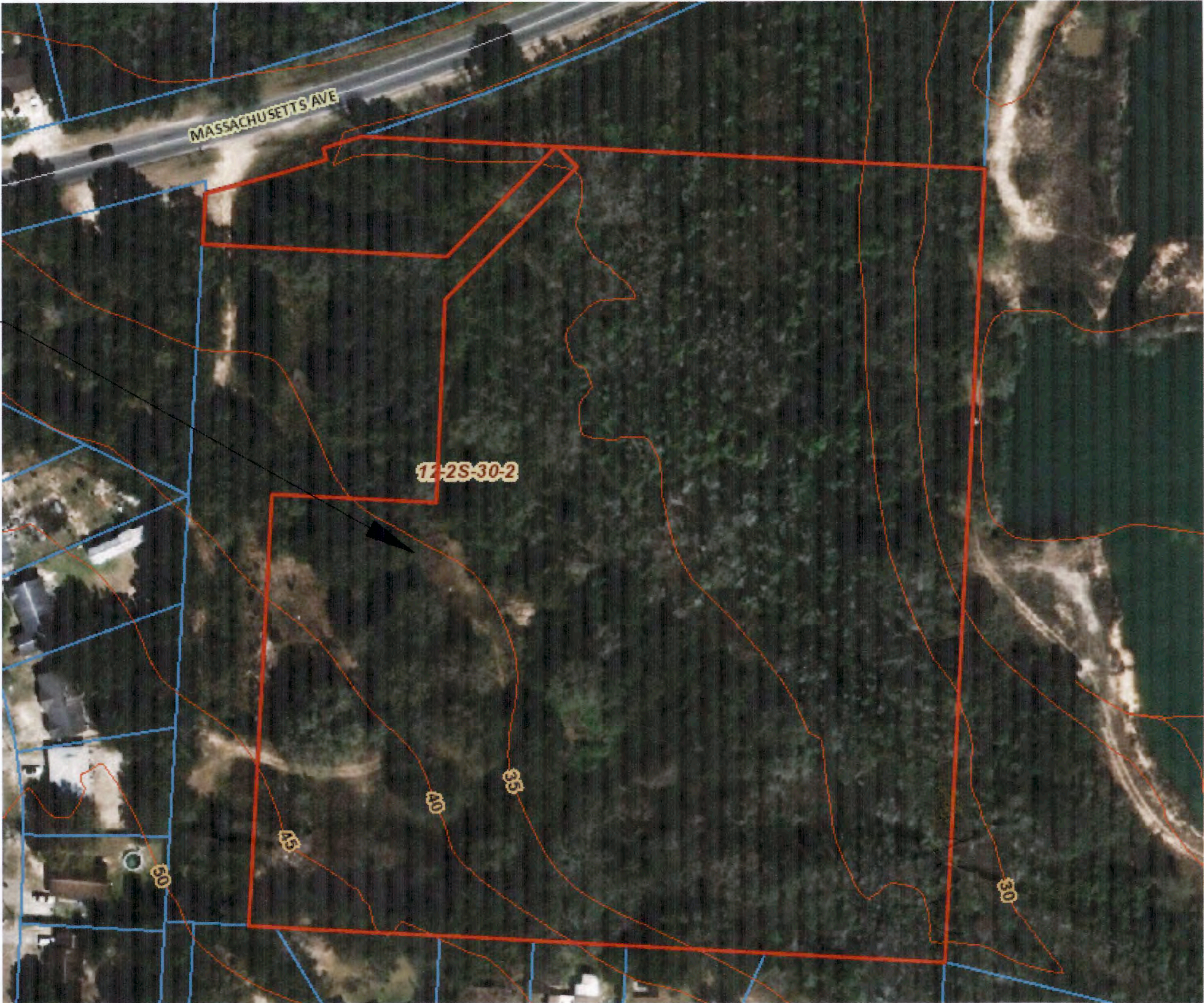
PROJECT SCOPE

The proposed project is located at 1999 Massachusetts Ave in Escambia County, Florida. The property owner desires to use this property for a, no fee camp site, for guests at the owners discretion. The guests will utilize temporary structures during their stay.

NOTICE

Any deviation from these plans without the written approval by the Engineer of Record is not authorized unless obtained in writing with the signature and raised seal of the Engineer of Record. If any unauthorized modifications occur, the Engineer of Record shall not be responsible for damages or costs resulting from the modification. If site conditions are found to differ from those set forth in these plans or if any discrepancies are discovered, notify the Engineer of Record immediately. The Engineer of Record shall not be responsible for work that continues despite known discrepancies.

Project Location



A Location Map - 1999 Massachusetts Ave

PROJECT AREA COVERAGE

Existing:		
Impervious (buildings):	0 sq. ft.	
Impervious (pavement):	0 sq. ft.	
Gravel:	0 sq. ft.	
Pervious:	0 sq. ft.	

Proposed:		
Impervious (buildings):	0 sq. ft.	
Impervious (pavement):	0 sq. ft.	
Semi-Impervious:	0 sq. ft.	
Gravel:	0 sq. ft.	
Pervious:	0 sq. ft.	
Pond:	0 sq. ft.	

DRAWING INDEX

T-1	Title Page
C-1	General Notes
C-2	Site Plan
C-3	Driveway Details/Landscaping

PROJECT INFORMATION

Name:	Satoshi Forest
Location:	1999 Massachusetts Ave
Parcel ID:	12-2S-30-7002-000-000
Zoning:	C-2
Future Land Use:	MU-U
Project Area:	373,744.8 sq. ft. (8.58 acres)

Any reproduction, reuse, or modification of this document is strictly forbidden without the written consent of the owner of LandMark Engineering & Land Planning, Inc.

PROJECT NAME AND LOCATION

Sean's Outpost, Inc - Satoshi Forest
1999 Massachusetts Ave
Pensacola, FL

LANDMARK
ENGINEERING & LAND PLANNING
1000 N. New York Ave., Pensacola, FL 32504
Phone: (850) 470-9722 Fax: (850) 470-9661 www.LandMark.com
FLPE 80946 - ALPE 11710 - FLCA 1708 - ALCA 1977
FLACC 00000

PRELIMINARY
NOT FOR CONSTRUCTION

SHEET CONTENTS

Title Page

PROJECT NUMBER
2014015

PLOT DATE
Sep 28, 2016

DRAWN BY
MRR

CHECKED BY
MWS

SHEET NUMBER
T-1
1 OF 1

Contractors Notes

1. No deviations or revisions from these plans by the contractor shall be allowed without prior approval from both the design engineer and Escambia County. Any deviations may result in delays in obtaining a certificate of occupancy.
2. Prior to starting construction, the contractor(s) shall be responsible to verify that all required permits and approvals have been obtained. No construction shall begin until the contractor has received all plans and documentation from all of the permitting and regulatory authorities. Failure of the contractor to follow procedure shall cause the contractor to assume full responsibility for any subsequent modification of the work mandated by any regulatory authority.
3. Contractor shall be required to have studied the documents, including the drawings and project manuals, to have visited the site, and to have familiarize himself regarding all existing conditions and new work under which he will be obligated to perform.
4. All work shall be performed in a workmanlike manner to the entire satisfaction of the owner and engineer and shall comply with all applicable state and local codes.
5. Notify Sunshine Utilities 48 hours in advance prior to digging within the the right-of-way or project boundaries - (850) 432-4770.
6. It shall be the contractor's responsibility to verify the locations of all the utilities within the limits of the project area prior to the start of the site work. All the damages made to the existing utilities by the contractor shall be the sole responsibility of the contractor.
7. The contractor shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the work the contractor shall perform a final clean-up, clean all surfaces and leave the project area clean.
8. The contractor shall maintain access to all drives and parking areas during construction.
9. All roads damaged by construction operations are to be patched or reconstructed as directed by the county engineer or designee.
10. Any damage to existing roads during construction will be repaired by the developer prior to final "as-built" sign off from the county.
11. Vegetation in the right-of-way and easements shall be restored to original condition unless otherwise noted on the plan sheets.
12. The contractor shall follow Maintenance of Traffic as per FDOT Index 611, 612 and 613.
13. No lane closures between 6:00 AM and 8:00 PM. No lane closures on holidays, including the proceeding and following day .
14. The project engineer (engineer of record) shall provide to Escambia County "As-Built" record drawings for verification and approval by Escambia County one week prior to requesting a final inspection and certificate of occupancy, or provide "As-Built" certification that the project construction adheres to the permitted plans and specifications. The "As-Built" certification or the "As-Built" record drawings must be signed, sealed and dated by a registered Florida Professional Engineer
15. All aspects of the stormwater/drainage components and/or transportation components shall be completed prior to issuance of a final certificate of occupancy.
16. No deviations or revisions from these plans by the contractor shall be allowed without prior approval from both the design engineer and the Escambia County. Any deviations may result in delays in obtaining a certificate of occupancy.
17. The contractor shall install prior to the start of construction and maintain during construction all sediment control measures as required to retain all sediments on the site. Improper sediment control measures may result in Code Enforcement Violation.
18. Retention/detention areas shall be substantially complete prior to any construction activities that may increase stormwater runoff rates. The contractor shall control stormwater during all phases of construction and take adequate measures to prevent the excavated pond from blinding due to sediments.
19. All disturbed areas which are not paved shall be stabilized with seeding, fertilizer and mulch, hydroseed and/or sod.
20. All new building roof drains, down spouts, or gutters shall be routed to carry all stormwater to retention/detention areas.
21. Developer/Contractor shall reshape per plan specifications, clean out accumulated silt, and stabilize retention/detention pond(s) at the end of construction when all disturbed areas have been stabilized and prior to request for inspection.
22. Contractor shall maintain record drawings during construction which show "as-built" conditions of all work including piping, drainage structures, topo of pond(s), outlet structures, dimensions, elevations, grading etc. Record drawings shall be provided to the Engineer of Record prior to requesting final inspection.
23. The owner or his agent shall arrange/schedule with the County a final inspection of the development upon completion and any intermediate inspections at (850) 595-3472. As-built certification is required prior to request for final inspection/approval.
24. Prior to construction a separate Building Inspection Department permit(s) shall be obtained for all Retaining wall(s) higher than 2 feet.
25. Notify Sunshine utilities 48 hours in advance prior to digging within R/W; 1-800-432-4770.
26. Any damage to existing roads during construction will be repaired by the developer prior to final "asbuilt" sign off from the county.
27. The contractor shall notify FDOT 48 hours in advance prior to initiating any work in the state rights-of-way.

28. In the event that survey monumentation or reference points are missing or have been destroyed, please contact:

RICK COLOCADO, PLS
COUNTY SURVEYOR FOR THE PUBLIC WORKS BUREAU,
3363 W. Park Place
PENSACOLA, FLORIDA 32505
PHONE: (850) 595-3434

29. Utility owners shall be notified at least 48 hours in advance prior to any construction so the utility owner can spot verify and/or expose their utilities. Known utility owners include:

BellSouth Communications
Engineering Dept.
805 W. Garden St
Pensacola, FL 32501

Energy Services of Pensacola
Mr. Glen Bailey
1625 Atwood Dr
Pensacola, FL 32514

MCI Worldcom Dept. 42864
Location 107
2400 N. Glenville
Richardson, TX 75082

AT&T Florida
Mr. Stan Wright
805 W. Garden St. 2nd Floor
Pensacola, FL 32501

Cox Communications
Mr. Troy Young
3405 McLemore Dr.
Pensacola, FL 32514

Sprint
Engineering Dept
3065 Cumberland Cir. SE
Cumberland Center I
Atlanta, GA 30339-3166

Mediacom, Inc
Mr. Eddie Arnold
4349 Avalon Blvd
Milton, FL 32583

Emerald Coast Utilities Authority
Mr. Kevin Ayers
9300 Sturdevant St
Pensacola, FL 32514

Koch Gateway Pipeline Co
P.O. Drawer 16143
Mobile, AL 36616

Gulf Power Company
Engineering Dept
PO Box 1151
Pensacola, FL 32520-0041

Level 3 Communications
Engineering Dept
7891 Sears Blvd
Pensacola, FL 32514

30. The owner or his agent shall arrange / schedule with the County a final inspection of the development upon completion and any intermediate inspections at (850) 595-3472. As-built certification is required prior to request for final inspection / approval.

31. The contractor shall maintain record drawings during construction which show "as-built" conditions of all work including piping, drainage structures, topo of pond(s), outlet structures, dimensions, elevations, grading, etc. Record drawings shall be provided to the Engineer of Record prior to requesting final inspection. The Project Engineer shall verify and approve the as-built conditions with notification to the County prior to the final inspection.

32. The project engineer (engineer of record) shall provide to Escambia County "as-built" record drawings for verification and approval by Escambia County one week prior to requesting a final inspection and certificate of occupancy, or provide "as-built" certification that the project construction adheres to the permitted plans and specifications. The "as-built" certification or the "as-built" record drawings must be signed, sealed, and dated by a registered Florida Professional Engineer.

Tree Protection (ref: Escambia County LDC §7.01.04):

No un-permitted grading or clearing by heavy equipment should happen under the dripline of protected trees to remain on the site. Storage of heavy equipment shall not occur under the dripline of protected trees on site. Tree protection barricades should be placed around the dripline of all protected trees marked for preservation prior to any land disturbance consistent with the development order.

No protected trees will be removed.

Water & Waste Disposal

Three portable toilets and hand washing stations are available on site.

Fire Safety

There is a fire Hydrant located at Fennel Street and Massachusetts Avenue that is within 500 feet of the front entrance and can provide water to this location along with a secondary hydrant located at the corner of Fennel Street and Cushman Street that will provide fire safety to the back of the camp.

Stormwater Routing & Drainage

Stormwater from the site currently runs east across the property towards wetlands on the property. No change in the stormwater flow is impacted by this project. Due to the topography of the site, flow from this site has no impact on adjacent properties.

Flood Zone

The subject property as shown hereon is located in flood zone A, (Areas subject to inundation by the 1-percent-annual-chance flood event. Because detailed hydraulic analyses have not been performed, no Base Flood Elevations (BFEs) or flood depths are shown), and flood zone X, as determined from the Federal Emergency Management Agency Flood Insurance Rate Map of Escambia

Contour & Benchmark

Contours and benchmarks based off of site survey conducted March 2014.

Vegetative Buffer

The buffer strip shall be a minimum of ten feet in width and shall be landscaped for every 100 linear feet with plant coverage following Standard A-2.

Any reproduction, reuse, or modification of this document is strictly forbidden without the written consent of the owner of LandMark Engineering & Land Planning, Inc.

SHEET CONTENTS

General Notes

PROJECT NUMBER

2014015

PLOT DATE

Sep 28, 2016

DRAWN BY

LAS

CHECKED BY

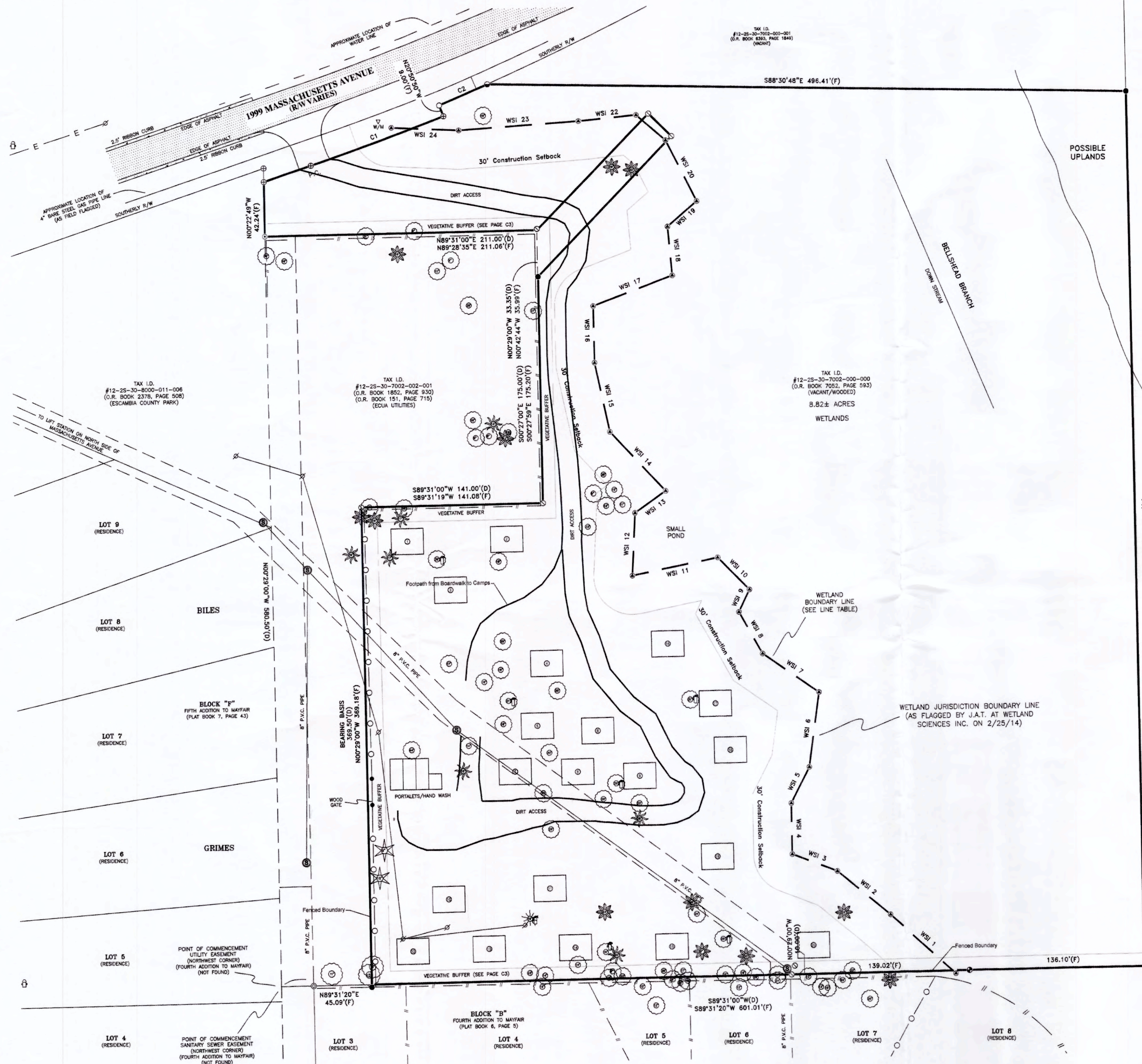
MWS

SHEET NUMBER

C-1

1 OF 1





LINE	BEARING	DISTANCE
WSI 1	N47°30'08\"/>	68.84 (F)
WSI 2	N50°08'25\"/>	53.30 (F)
WSI 3	N08°43'26\"/>	37.53 (F)
WSI 4	N00°19'11\"/>	39.49 (F)
WSI 5	N27°39'00\"/>	31.35 (F)
WSI 6	N08°10'37\"/>	58.37 (F)
WSI 7	N54°54'03\"/>	53.14 (F)
WSI 8	N28°57'58\"/>	37.01 (F)
WSI 9	N25°48'59\"/>	19.30 (F)
WSI 10	N44°06'46\"/>	34.95 (F)
WSI 11	N78°45'53\"/>	67.58 (F)
WSI 12	N03°08'53\"/>	48.58 (F)
WSI 13	N55°04'11\"/>	29.24 (F)
WSI 14	N42°35'58\"/>	62.93 (F)
WSI 15	N11°45'32\"/>	54.84 (F)
WSI 16	N00°39'48\"/>	43.90 (F)
WSI 17	N69°45'09\"/>	65.75 (F)
WSI 18	N04°45'32\"/>	37.93 (F)
WSI 19	N49°31'47\"/>	29.92 (F)
WSI 20	N28°18'19\"/>	52.78 (F)
WSI 21	N48°37'03\"/>	39.22 (F)
WSI 22	S84°46'58\"/>	45.03 (F)
WSI 23	S86°27'37\"/>	93.13 (F)
WSI 24	N87°05'52\"/>	52.38 (F)

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1 (F)	2341.83'	109.82'	109.81'	N70°25'08\"/>	02°41'13\"/>
C2 (F)	2331.83'	40.77'	40.77'	N67°02'46\"/>	01°00'06\"/>

- LEGEND**
- P.C. POINT OF CURVATURE
 - R/W RIGHT OF WAY
 - O.R. OFFICIAL RECORD BOOK
 - F.D.O.T. FLORIDA DEPARTMENT OF TRANSPORTATION
 - FOUND 1/2\"/>
 - FOUND 1/2\"/>
 - FOUND 5/8\"/>
 - FOUND 1/2\"/>
 - FOUND 1/2\"/>
 - FOUND 1/2\"/>
 - SET 1/2\"/>
 - SET 1/2\"/>
 - SANITARY SEWER MANHOLE
 - POWER POLE
 - WATER METER
 - FIRE EXTINGUISHER
 - FIRE HYDRANT
 - 4\"/>
 - 6\"/>
 - AERIAL UTILITY WIRES
 - OVERHEAD PHONE LINE
 - CONCRETE
 - ASPHALT

Project Information
 Project Name: Sean's Outpost - Satoshi Forest
 Project Address: 1999 Massachusetts Ave
 Pensacola, FL 32505
 Property Ref #: 12-25-30-7002-000-000
 Zoning: MU-U, REC
 Total Area: 8.58 acres

Project Area Coverage:
 Existing Impervious: 0 SF
 Existing Semi-Impervious: 0 SF
 Proposed Impervious: 0 SF
 Proposed Semi-Impervious: 0 SF

- Chapter 64E-15, Florida Administrative Code - Recreational Camps
 Recreational Camp Standards
1. Site
 - 1.1. Camp sites shall be well drained and maintained to inhibit the breeding of mosquitoes.
 - 1.2. The premises shall be kept free of refuse, debris, garbage.
 2. Shelters
 - 2.1. All rooms designed or used for sleeping purposes shall provide a minimum of 300-cubic feet of air space for each occupant.
 - 2.2. All shelters used as family residential units shall contain a minimum of 50-square feet of floor space for each occupant.
 - 2.3. Separate sleeping quarters shall be provided for each gender except in the housing of families.
 - 2.4. Tents shall be considered to house two people.
 3. Sanitary Facilities and Sewage Disposal
 - 3.1. The number of sanitary fixtures provided for each sex shall be based on the maximum number of persons of that sex which the camp is designed to house at any one time.
 - 3.2. All shower and wash basin fixtures shall be provided with water under pressure.
 - 3.3. Every water closet or flush toilet installed shall be located in a toilet room and shall be properly connected to a satisfactory sewage treatment and disposal system.
 - 3.3.1. Each water closet shall have a privacy partition.
 - 3.4. Fixtures in sanitary facilities shall be maintained in working order and accessible. Toilet paper, soap, and single use hand towels or hand drying devices shall be provided at toilets and handwashing facilities.
 4. Garbage & Refuse Disposal
 - 4.1. Garbage and refuse shall be stored, collected and disposed of in a manner that does not create nuisances, odors, rodent harborage, insect breeding, accident hazards, or air pollution.
 - 4.2. All garbage shall be stored in containers that are impervious to water and rodent vectors and have tight-fitting lids.
 - 4.3. All garbage shall be collected twice weekly or in accordance with the frequency of the collection jurisdiction and transported in covered vehicles or covered containers. Burning of refuse in the park or camp is prohibited.
 5. Owner and Operator Responsibility
 - 5.1. The camp operator shall inspect daily, or provide an individual to inspect daily during periods of operation, the grounds and common use spaces of buildings, structures and tents, including toilets, showers, laundries, mess halls, dormitories, kitchens or any facilities relation to the operation of the park or camp and ensure that each is maintained in a clean and working condition and the buildings are maintained in good repair.
 - 5.2. The name(s), telephone number, address or instructions how to locate the camp operator at all times shall be kept posted in a prominent location in the camp.
 - 5.3. The recreational camp operator shall be informed of the requirements relative to the reporting and control of communicable diseases and shall notify the county public health unit immediately when outbreaks of communicable disease are suspected or determined.
 - 5.4. All recreational camp employees and occupants shall have access to medical care and treatment through the 911 emergency telephone number.

A Site Plan - 1999 Massachusetts Ave
 Scale: 1" = 50'-0"

PROJECT NAME AND LOCATION

Sean's Outpost, Inc - Satoshi Forest
 1999 Massachusetts Ave
 Pensacola, FL

PRELIMINARY

NOT FOR CONSTRUCTION

Site Plan

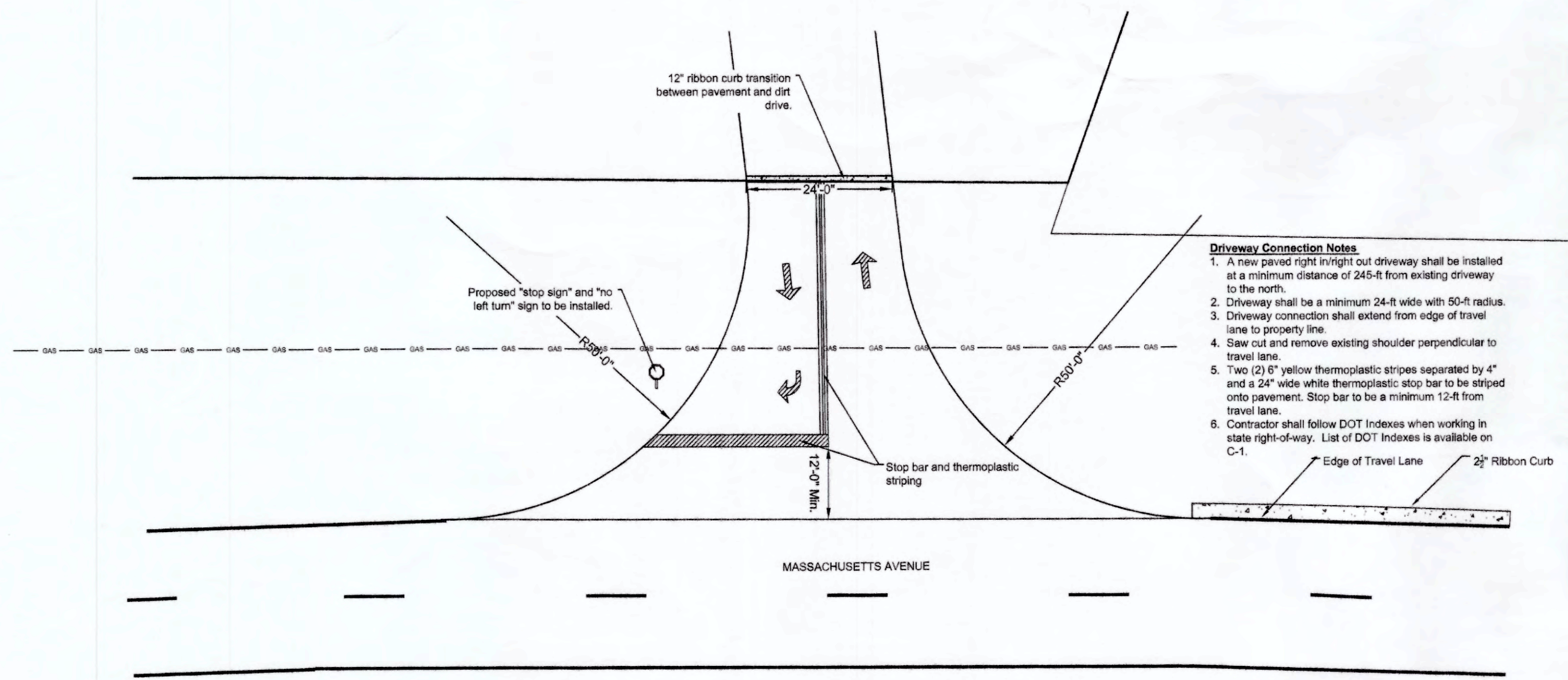
PROJECT NUMBER
2014015

PLOT DATE
Sep 28, 2016

DRAWN BY
MRR

CHECKED BY
MWS

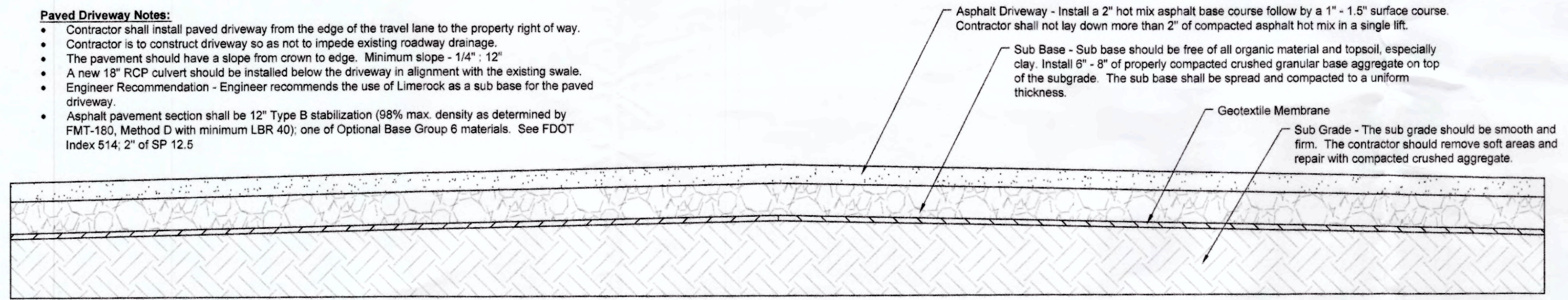
SHEET NUMBER
C-2
1 OF 1



A Driveway Connection - Plan View
Scale: 1/16" = 1'-0"

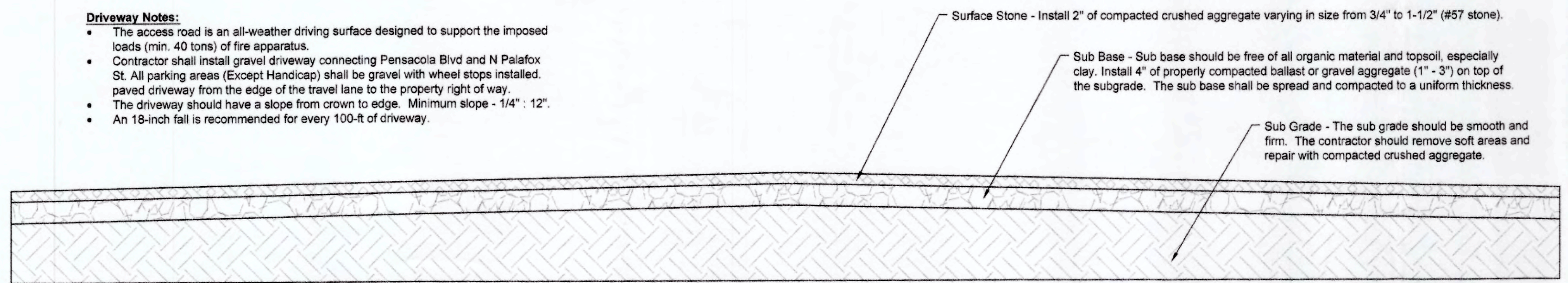
- Driveway Connection Notes:**
1. A new paved right in/right out driveway shall be installed at a minimum distance of 245-ft from existing driveway to the north.
 2. Driveway shall be a minimum 24-ft wide with 50-ft radius.
 3. Driveway connection shall extend from edge of travel lane to property line.
 4. Saw cut and remove existing shoulder perpendicular to travel lane.
 5. Two (2) 6" yellow thermoplastic stripes separated by 4" and a 24" wide white thermoplastic stop bar to be striped onto pavement. Stop bar to be a minimum 12-ft from travel lane.
 6. Contractor shall follow DOT Indexes when working in state right-of-way. List of DOT Indexes is available on C-1.

- Paved Driveway Notes:**
- Contractor shall install paved driveway from the edge of the travel lane to the property right of way.
 - Contractor is to construct driveway so as not to impede existing roadway drainage.
 - The pavement should have a slope from crown to edge. Minimum slope - 1/4" : 12"
 - A new 18" RCP culvert should be installed below the driveway in alignment with the existing swale.
 - Engineer Recommendation - Engineer recommends the use of Limerock as a sub base for the paved driveway.
 - Asphalt pavement section shall be 12" Type B stabilization (98% max. density as determined by FMT-180, Method D with minimum LBR 40), one of Optional Base Group 6 materials. See FDOT Index 514; 2" of SP 12.5



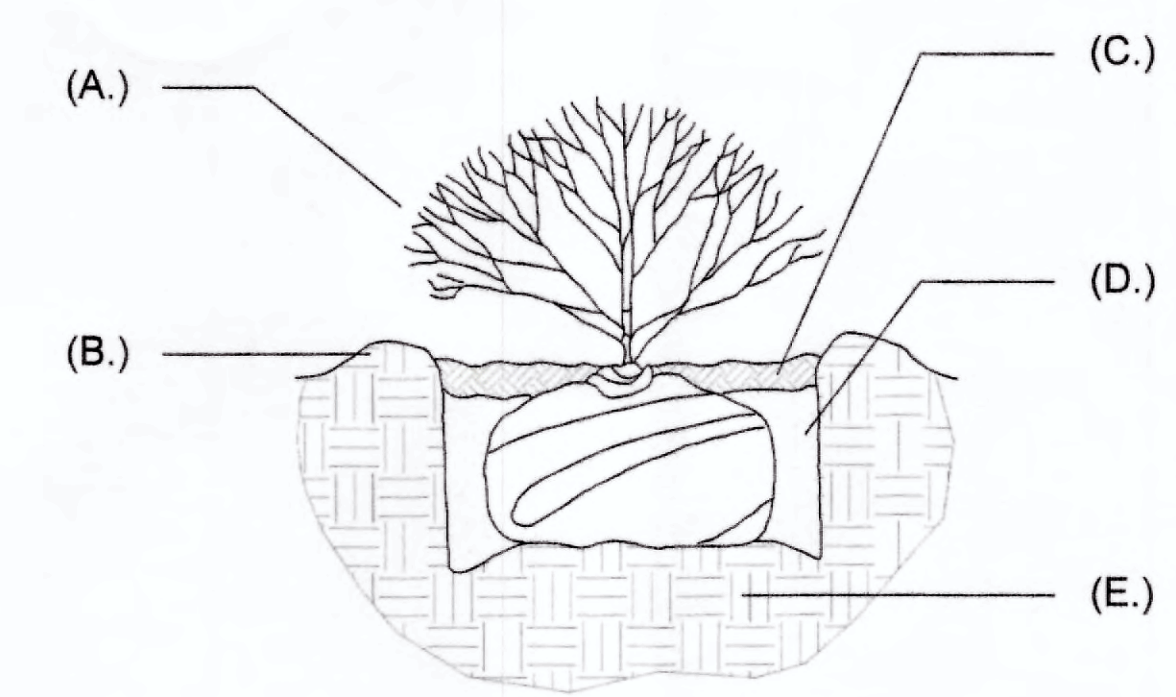
B Paved Driveway Cross - Section
Scale: 3/4" = 1'-0"

- Driveway Notes:**
- The access road is an all-weather driving surface designed to support the imposed loads (min. 40 tons) of fire apparatus.
 - Contractor shall install gravel driveway connecting Pensacola Blvd and N Palafox St. All parking areas (Except Handicap) shall be gravel with wheel stops installed.
 - The driveway should have a slope from crown to edge. Minimum slope - 1/4" : 12".
 - An 18-inch fall is recommended for every 100-ft of driveway.

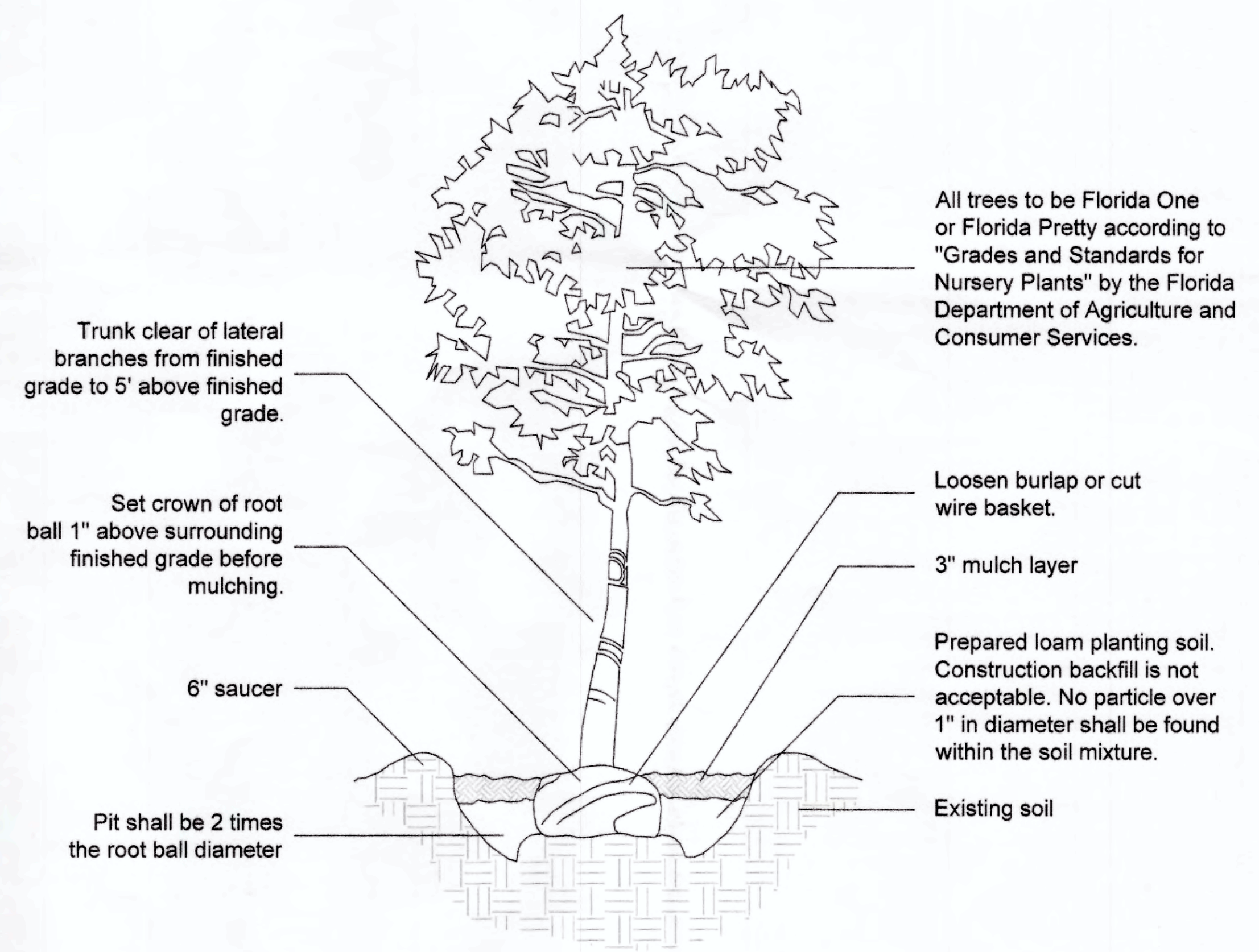


C Gravel Driveway Cross - Section
Scale: 3/4" = 1'-0"

- (A.) Woody shrub with min. height of 2" from finished grade.
(B.) 6" saucer
(C.) 3" mulch layer
(D.) Prepared loam planting soil.
(E.) Existing Soil
- Construction backfill is not acceptable. No particle over 1" in diameter shall be found within the soil mixture.



Shrub - Shrubs shall be a minimum of one foot in height above grade when measured immediately after planting.



D Landscaping Installation
Scale: NTS

Any reproduction, reuse, or modification of this document is strictly forbidden without the written consent of the owner of LandMark Engineering & Land Planning, Inc.

PROJECT NAME AND LOCATION

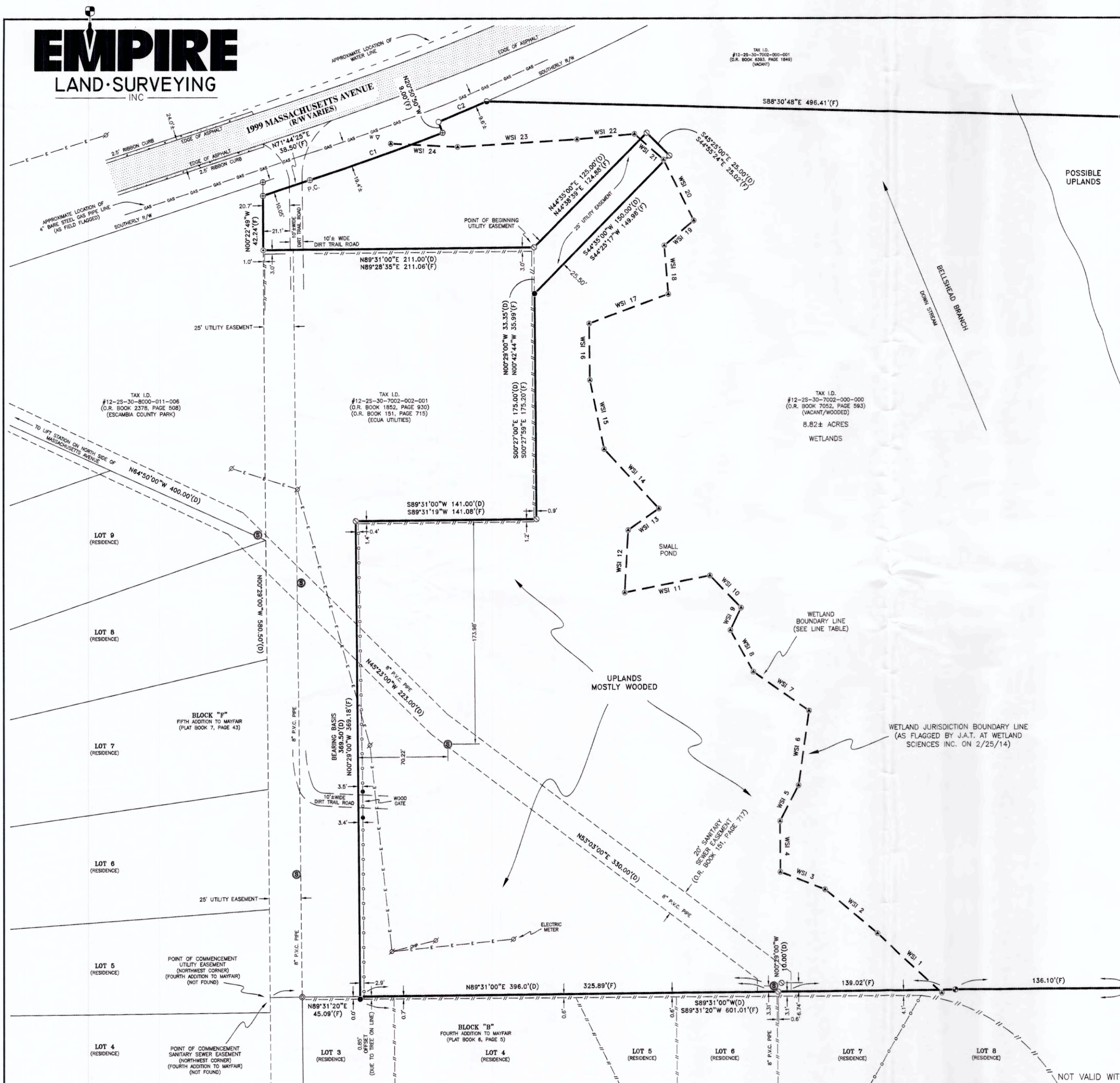
Sean's Outpost, Inc - Satoshi Forest
1999 Massachusetts Ave
Pensacola, FL

LANDMARK
ENGINEERING & LAND PLANNING
INC.
1999 MASSACHUSETTS AVE
PENSACOLA, FL 32504
PHONE: (850) 476-9641
FAX: (850) 476-9641
WWW.LANDMARK-FL.COM
FLPC 80046 - ALPE 21755 - FLCA 7078 - ALCA 997
FLCC 06060

Driveway Details/Landscaping

PROJECT NUMBER	2014015
PLOT DATE	Sep 28, 2016
DRAWN BY	MRR
CHECKED BY	MWS
SHEET NUMBER	C-3
	1 OF 1

EMPIRE
LAND SURVEYING
INC.



BOUNDARY SURVEY
WETLAND & UTILITY LOCATION
1999 MASSACHUSETTS AVENUE
A PORTION OF SECTION 12,
TOWNSHIP 2 SOUTH, RANGE 30 WEST
ESCAMBIA COUNTY, FLORIDA



WETLAND BOUNDARY LINE TABLE		
LINE	BEARING	DISTANCE
WSI 1	N47°30'08"W	68.84'(F)
WSI 2	N50°08'25"W	83.30'(F)
WSI 3	N68°43'28"W	37.53'(F)
WSI 4	N00°19'11"W	39.49'(F)
WSI 5	N27°39'00"E	31.35'(F)
WSI 6	N08°10'57"E	58.37'(F)
WSI 7	N54°54'03"E	53.14'(F)
WSI 8	N28°57'58"W	37.01'(F)
WSI 9	N25°48'58"E	19.30'(F)
WSI 10	N44°06'46"W	34.95'(F)
WSI 11	N78°45'33"E	67.55'(F)
WSI 12	N03°08'53"E	48.58'(F)
WSI 13	N55°04'11"E	29.24'(F)
WSI 14	N42°35'58"W	62.93'(F)
WSI 15	N11°45'32"W	54.84'(F)
WSI 16	N00°39'48"W	43.90'(F)
WSI 17	N69°43'09"E	65.75'(F)
WSI 18	N04°48'32"W	37.93'(F)
WSI 19	N49°31'47"E	29.92'(F)
WSI 20	N26°18'19"W	52.78'(F)
WSI 21	N48°37'03"W	30.22'(F)
WSI 22	S84°44'58"W	45.03'(F)
WSI 23	S86°27'37"W	93.13'(F)
WSI 24	N87°05'52"W	52.35'(F)

LEGEND

P.C.	POINT OF CURVATURE
R/W	RIGHT OF WAY
O.R.	OFFICIAL RECORD BOOK
F.D.O.T.	FLORIDA DEPARTMENT OF TRANSPORTATION
●	FOUND 1/2" IRON ROD
○	FOUND 1" IRON PIPE
⊙	FOUND 1/2" IRON PIPE
⊕	FOUND 5/8" CAPPED IRON ROD - F.D.O.T.
⊗	FOUND 1/2" CAPPED IRON ROD - #3887
⊘	FOUND 1/2" CAPPED IRON ROD - #1035
⊙	FOUND 1/2" CAPPED IRON ROD - #1035
⊕	SET 1/2" CAPPED IRON ROD - ELSI L.B. #6993
⊗	SET 1/2" RED CAPPED IRON ROD - ELSI L.B. #6993
⊘	(AS FLAGGED BY WETLAND SCIENCES INC.)
⊙	SANITARY SEWER MANHOLE
⊕	POWER POLE
⊗	WATER METER
⊘	4" CHAIN LINK FENCE
⊙	6" WOOD FENCE
⊕	AERIAL UTILITY WIRES
⊗	OVERHEAD PHONE LINE
⊘	CONCRETE
⊙	ASPHALT

CURVE		RADIUS		ARC LENGTH		CHORD LENGTH		CHORD BEARING		DELTA ANGLE	
C1(F)	2341.83'	109.82'	109.81'	109.81'	109.81'	N70°25'08"E	02°41'13"				
C2(F)	2331.83'	40.77'	40.77'	40.77'	40.77'	N67°02'46"E	01°00'06"				

SURVEYOR'S REPORT:

1. THERE ARE TEMPORARY LIVING QUARTERS (TENTS, ECT.) NOT SHOWN HEREON.
2. THERE ARE DIRT TRAILS NOT SHOWN HEREON
3. THERE IS OTHER EVIDENCE OF BURIED UTILITIES NOT SHOWN HEREON.

LEGAL DESCRIPTION: (O.R. BOOK 7052, PAGE 593)

A PARCEL OF LAND LYING IN A PORTION OF SECTION 12, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: THE SOUTH 1/2 OF THE WEST 1/2 OF GOVERNMENT LOT 7, LESS THE WEST 210 FEET OF THE SOUTH 210 FEET OF THE NORTH 310 FEET; AND LESS THE 4TH ADDITION TO MAYFAIR SUBDIVISION; AND LESS AND EXCEPT THAT PORTION CONVEYED TO FLORIDA UTILITY COMPANY BY DEED IN OR BOOK 151, PAGE 715, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; AND LESS AND EXCEPT THAT PORTION CONVEYED TO THE STATE OF FLORIDA BY DEED RECORDED IN OR BOOK 730, PAGE 157, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

TOGETHER WITH THAT CERTAIN EASEMENT DESCRIBED AS FOLLOWS: A PERMANENT ACCESS EASEMENT, 25 FEET IN WIDTH, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE 4TH ADDITION TO MAYFAIR SUBDIVISION AS RECORDED IN PLAT BOOK 6, PAGE 5, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE NORTH 00°29' WEST ALONG A PROJECTION OF THE WEST BOUNDARY OF SAID SUBDIVISION A DISTANCE OF 580.5 FEET; THENCE NORTH 89°31' EAST A DISTANCE OF 211.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 44°35' EAST A DISTANCE OF 125.00 FEET; THENCE SOUTH 45°25' EAST A DISTANCE OF 25.0 FEET; THENCE SOUTH 44°35' WEST A DISTANCE OF 150 FEET; THENCE NORTH 00°29' WEST A DISTANCE OF 35.35 FEET TO THE POINT OF BEGINNING, LYING IN SECTION 12, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

THE UNDERSIGNED CLIENT(S) ACKNOWLEDGE RECEIPT AND ACCEPTANCE OF THIS SURVEY:

MARK SPITZNAGEL

THE PURPOSE OF THIS SURVEY IS FOR TITLE TRANSACTION AND ITS ACCOMPANYING MORTGAGE. THIS MAP IS CERTIFIED AS MEETING THE FLORIDA MINIMUM TECHNICAL STANDARDS TO THE FOLLOWING AND IS FOR THE BENEFIT OF ONLY THE FOLLOWING LISTED CLIENT(S), AGENT(S) AND COMPANIES:

MARK SPITZNAGEL
LANDMARK DESIGN AND CONSTRUCTION

TAX I.D.
#12-25-30-7001-004-001
(O.R. BOOK 4284, PAGE 1480)
(VACANT/WOODED)

NOT VALID WITHOUT THE ORIGINAL BLUE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

EMPIRE LAND SURVEYING, INC.
PROFESSIONAL LAND SURVEYING • SERVING NORTHWEST FLORIDA
8720 N. PALAFOX STREET, PENSACOLA, FLORIDA 32534
PHONE: 850-477-3745 • FAX: 850-477-3705
LICENSED BUSINESS #6993, STATE OF FLORIDA

REVISIONS	FIELD BOOK	DATE
POSSIBLE ENCROACHMENTS: FENCES		

SURVEYORS CERTIFICATE
I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN FLORIDA ADMINISTRATION CODE CHAPTER 5J-17.050, 5J-17.051 AND 5J-17.052, PURSUANT TO SECTION 472.027 FLORIDA STATUTES.
MARCH 12, 2014
LELAND M. EMPIE, P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER, NO. 5766, STATE OF FLORIDA
DATE

SCALE: 1" = 40'
FIELD DATE: 3/11/14
ORDER NO: 022-14
FIELD BOOK: 162/51&55&65&67

CLIENT SPITZNAGEL

BEARING BASIS N00°29'00"W WESTERLY PROPERTY LINE (ASSUMED)

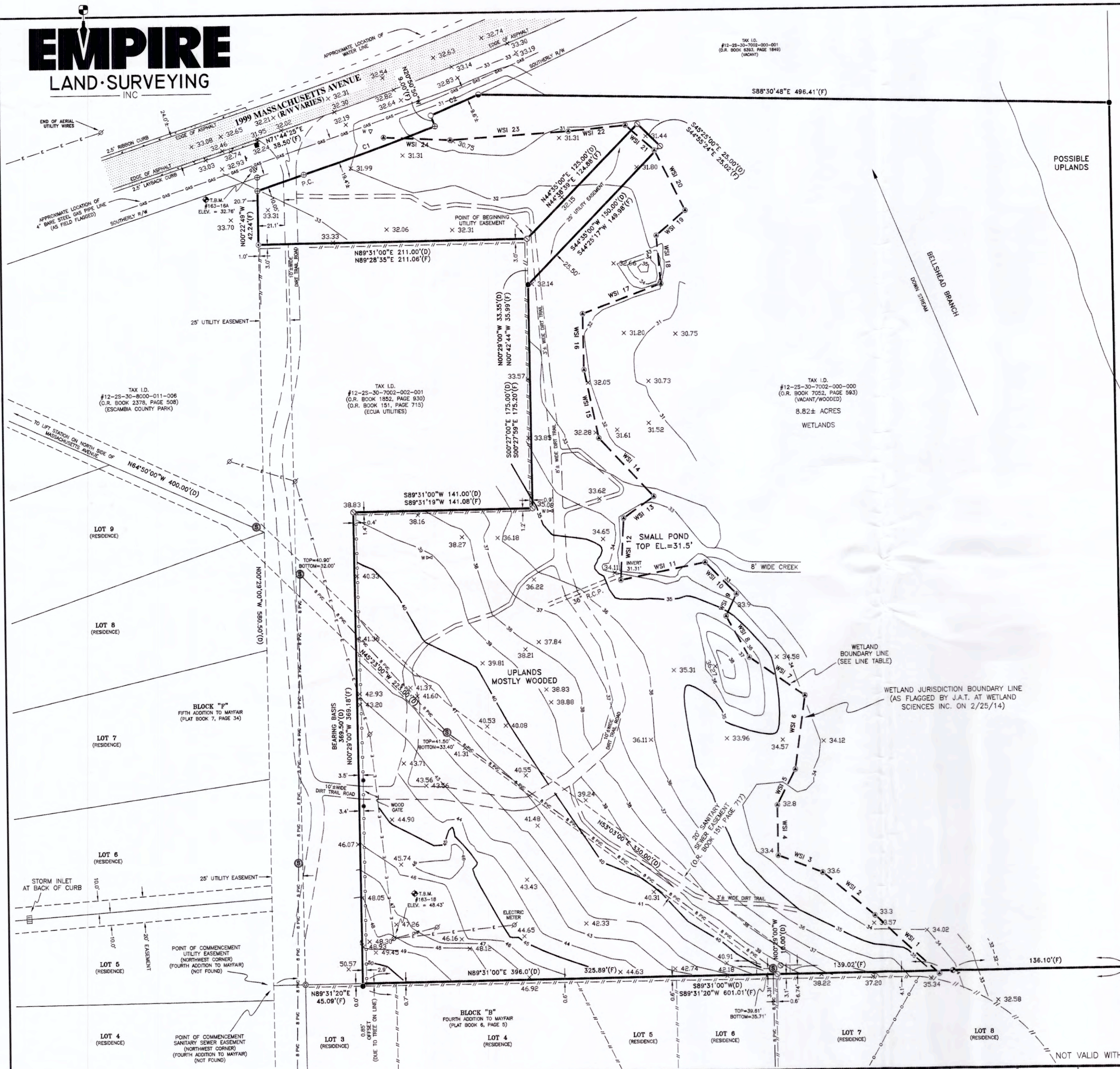
TYPE OF SURVEY: BOUNDARY WITH WETLANDS & UTILITY LOCATION

SOURCE OF INFORMATION:
FIELD EVIDENCE
DEEDS OF RECORD
PLAT RECORDED IN:
PRIOR SURVEYS/DRAWINGS

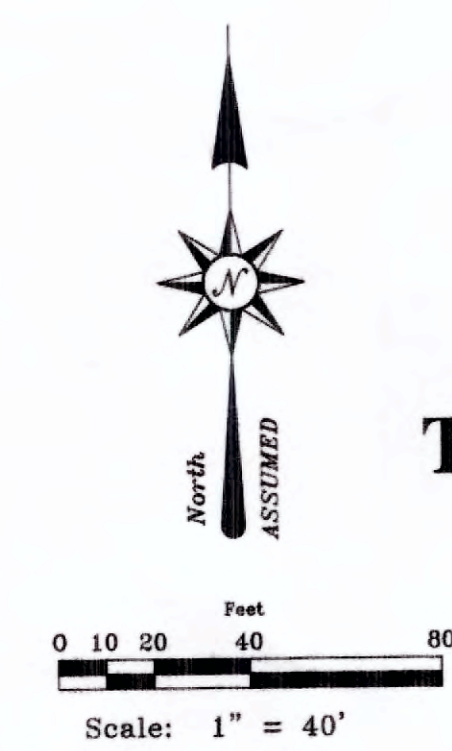
GENERAL NOTES:
1. Fence locations as drawn are not to scale.
2. Jurisdiction (Wetlands) boundary lines not located unless shown on drawing.
3. Footings, foundations, or any other subsurface structures were not located unless otherwise noted.
4. All bearings and/or angles and distances are Deed and Actual unless otherwise noted. Deed = (D); Description = (DE); Actual Field Measurement = (F); Plat = (P)
5. All measurements were made in accordance with United States standards. The accuracy shown meet the standards required in the appropriate land area.
6. No Title Search of the Public Records has been performed by this firm, and lands shown hereon were not abstracted by this firm for ownership, easements, or right-of-ways. The parcel shown hereon may be subject to setbacks, easements, zoning and restrictions that may be found in the Public Records of said County.

EMPIRE

LAND SURVEYING
INC



BOUNDARY SURVEY TOPOGRAPHIC SURVEY 1999 MASSACHUSETTS AVENUE A PORTION OF SECTION 12, TOWNSHIP 2 SOUTH, RANGE 30 WEST ESCAMBIA COUNTY, FLORIDA



WETLAND BOUNDARY LINE TABLE		
LINE	BEARING	DISTANCE
WSI 1	N47°30'08"W	68.84'(F)
WSI 2	N50°08'25"W	53.30'(F)
WSI 3	N68°43'26"W	37.33'(F)
WSI 4	N00°19'11"W	39.49'(F)
WSI 5	N27°39'00"E	31.35'(F)
WSI 6	N08°10'37"E	58.37'(F)
WSI 7	N54°54'03"W	53.14'(F)
WSI 8	N28°57'58"W	37.01'(F)
WSI 9	N25°48'59"E	19.30'(F)
WSI 10	N44°06'46"W	34.95'(F)
WSI 11	N78°45'33"E	67.55'(F)
WSI 12	N03°08'53"E	48.58'(F)
WSI 13	N55°04'11"E	29.24'(F)
WSI 14	N42°35'58"W	62.93'(F)
WSI 15	N11°45'32"W	54.84'(F)
WSI 16	N00°39'48"W	43.90'(F)
WSI 17	N69°45'09"E	65.75'(F)
WSI 18	N04°45'32"W	37.93'(F)
WSI 19	N49°31'47"E	29.92'(F)
WSI 20	N26°18'19"W	52.78'(F)
WSI 21	N48°37'03"W	30.22'(F)
WSI 22	S84°46'56"W	45.03'(F)
WSI 23	S86°27'37"W	93.13'(F)
WSI 24	N87°05'52"W	52.35'(F)

LEGEND

- P.C. POINT OF CURVATURE
O.R. OFFICIAL RECORD BOOK
R/W RIGHT OF WAY
R.C.P. ROUND CORRUGATED PIPE
F.D.O.T. FLORIDA DEPARTMENT OF TRANSPORTATION
● FOUND 1/2" IRON ROD
⊙ FOUND 1" IRON PIPE
⊕ FOUND 1/2" IRON PIPE
⊗ FOUND 5/8" CAPPED IRON ROD - F.D.O.T.
⊙ FOUND 1/2" CAPPED IRON ROD - #3887
⊙ FOUND 1/2" CAPPED IRON ROD - #1035
⊙ FOUND 1/2" CAPPED IRON ROD ILLISIBLE
⊙ SET 1/2" RED CAPPED IRON ROD - ELSI L.B. #6993
⊙ SET 1/2" RED CAPPED IRON ROD - ELSI L.B. #6993
(AS FLAGGED BY WETLAND SCIENCES INC.)
⊙ SANITARY SEWER MANHOLE
⊙ POWER POLE
W WATER METER
W 1/2" 4" CHAIN LINK FENCE
- - - 6" WOOD FENCE
- - - AERIAL UTILITY WIRES
- - - OVERHEAD PHONE LINE
CONCRETE
ASPHALT
ELEVATIONS IN FEET
WSP WATER SPIGOT
⊙ TEMPORARY BENCHMARK
⊙ MAILBOX ⊕ SIGN POST - SPEED LIMIT

CURVE TABLE		
CURVE	RADIUS	ARC LENGTH
C1(F)	2341.83'	109.82'
C2(F)	2331.83'	40.77'

CURVE TABLE		
CURVE	CHORD LENGTH	CHORD BEARING
C1(F)	40.81'	N70°25'08"E
C2(F)	40.77'	N67°02'46"E

SURVEYOR'S REPORT:

- THERE ARE TEMPORARY LIVING QUARTERS (TENTS, ECT.) NOT SHOWN HEREON.
- THERE IS OTHER EVIDENCE OF BURIED UTILITIES NOT SHOWN HEREON.
- ELEVATION FOR TEMPORARY BENCHMARKS AND TOPOGRAPHIC SURVEY REFERENCED TO COAST AND GEODETIC SURVEY MONUMENT 4X4 CONCRETE MONUMENT WITH BRASS DISK (48-02-F07V), LOCATED AT RED LIGHT ON MOBILE HIGHWAY (S.R. #10A) AND MARLANE DRIVE APPROXIMATELY ± 50.4' WEST OF CENTERLINE OF MOBILE HIGHWAY (S.R. #10A) AND ±1332' NORTH OF BRIDGE AT BAYOU MARCUS, SECTION 13, T2S, R30W. ELEVATION: 50.400' NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).
- BENCHMARKS(B.M.):
A. T.B.M. 163-18 IS A SET COTTON SPINDLE IN THE WEST FACE OF A POWER POLE LOCATED AT SOUTHWEST CORNER OF PROPERTY AT 1999 MASSACHUSETTS AVENUE. ELEVATION: 48.43'(NAVD 88)
B. T.B.M. 163-16A IS CASING OF GAS VALVE LOCATED APPROXIMATELY 21' NORTHEAST OF NORTHWEST CORNER OF PROPERTY AT 1999 MASSACHUSETTS AVENUE. ELEVATION: 32.76'(NAVD '88)
- THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. THE SURVEYOR DOES NOT CERTIFY THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION AS INDICATED, OR THE UNDERGROUND UTILITIES COMPRISE ALL SUCH UTILITIES.
- THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP.
- TO ASSURE THE CONTRACTOR IS ON THE SAME VERTICAL AND HORIZONTAL DATUM AS THIS SURVEY, IT IS STRONGLY RECOMMENDED THAT VERTICAL CHECKS BE MADE BETWEEN TWO BENCH MARKS AND THAT HORIZONTAL CHECKS BE MADE BETWEEN THREE CONTROL POINTS OR PROPERTY CORNERS.
- CALL SUNSHINE ONE UTILITY LOCATORS AT (800) 432-4770 BEFORE DIGGING.
- THE WEST END OF THE 36" R.C.P. COULD NOT BE FOUND.

LEGAL DESCRIPTION: (O.R. BOOK 7052, PAGE 593)

A PARCEL OF LAND LYING IN A PORTION OF SECTION 12, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: THE SOUTH 1/2 OF THE WEST 1/2 OF GOVERNMENT LOT 7, LESS THE WEST 210 FEET OF THE SOUTH 210 FEET OF THE NORTH 310 FEET; AND LESS THE 4TH ADDITION TO MAYFAIR SUBDIVISION; AND LESS AND EXCEPT THAT PORTION CONVEYED TO FLORIDA UTILITY COMPANY BY DEED IN OR BOOK 151, PAGE 715, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; AND LESS AND EXCEPT THAT PORTION CONVEYED TO THE STATE OF FLORIDA BY DEED RECORDED IN OR BOOK 730, PAGE 157, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

TOGETHER WITH THAT CERTAIN EASEMENT DESCRIBED AS FOLLOWS: A PERMANENT ACCESS EASEMENT, 25 FEET IN WIDTH, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE 4TH ADDITION TO MAYFAIR SUBDIVISION AS RECORDED IN PLAT BOOK 6, PAGE 5, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE NORTH 00°29' WEST ALONG A PROJECTION OF THE WEST BOUNDARY OF SAID SUBDIVISION A DISTANCE OF 580.5 FEET; THENCE NORTH 89°31' EAST A DISTANCE OF 211.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 44°35' EAST A DISTANCE OF 125.00 FEET; THENCE SOUTH 45°25' EAST A DISTANCE OF 25.0 FEET; THENCE SOUTH 44°35' WEST A DISTANCE OF 150 FEET; THENCE NORTH 00°29' WEST A DISTANCE OF 35.35 FEET TO THE POINT OF BEGINNING, LYING IN SECTION 12, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

THE UNDERSIGNED CLIENT(S) ACKNOWLEDGE RECEIPT AND ACCEPTANCE OF THIS SURVEY:

MARK SPITZNAGEL

THE PURPOSE OF THIS SURVEY IS FOR TITLE TRANSACTION AND ITS ACCOMPANYING MORTGAGE. THIS MAP IS CERTIFIED AS MEETING THE FLORIDA MINIMUM TECHNICAL STANDARDS TO THE FOLLOWING AND IS FOR THE BENEFIT OF ONLY THE FOLLOWING LISTED CLIENT(S), AGENT(S) AND COMPANIES:

MARK SPITZNAGEL
LANDMARK DESIGN AND CONSTRUCTION

NOT VALID WITHOUT THE ORIGINAL BLUE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

EMPIRE LAND SURVEYING, INC.
PROFESSIONAL LAND SURVEYING • SERVING NORTHWEST FLORIDA
8720 N. PALAFOX STREET, PENSACOLA, FLORIDA 32534
PHONE: 850-477-3745--FAX: 850-477-3705
LICENSED BUSINESS #6993, STATE OF FLORIDA

REVISIONS	FIELD BOOK	DATE
1.) TOPOGRAPHIC SURVEY	163/27	4/1/14
POSSIBLE ENCROACHMENTS: FENCES		

SURVEYORS CERTIFICATE
I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN FLORIDA ADMINISTRATION CODE CHAPTER 5J-17.050, 5J-17.051 AND 5J-17.052, PURSUANT TO SECTION 472.027 FLORIDA STATUTES.
APRIL 9, 2014
LELAND M. EMPIE, P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER, NO. 5786, STATE OF FLORIDA
DATE

SOURCE OF INFORMATION:
FIELD EVIDENCE
DEEDS OF RECORD
PLAT RECORDED IN:
PRIOR SURVEYS/DRAWINGS

CLIENT SPITZNAGEL
BEARING: BASIS N00°29'00"W WESTERLY PROPERTY LINE (ASSUMED)

TYPE OF SURVEY: TOPOGRAPHIC SURVEY

GENERAL NOTES:
1. Fence locations as drawn are not to scale.
2. Jurisdiction (Wetlands) boundary lines not located unless shown on drawing.
3. Footings, foundations, or any other subsurface structures were not located unless otherwise noted.
4. All bearings and/or angles and distances are in accordance with United States standards. The accuracy shown meets the standards required in the appropriate land area.
5. All measurements were made in accordance with this firm's minimum standards and restrictions that may be found in the Public Records of said County, or right-of-ways.
6. No Title Search of the Public Records has been performed by this firm.

SCALE: 1" = 40'
FIELD DATE: 3/11/14
ORDER NO: 022-14-1
FIELD BOOK: 162/51&55&65&67 163/15-20&27

Contractors Notes

1. No deviations or revisions from these plans by the contractor shall be allowed without prior approval from both the design engineer and Escambia County. Any deviations may result in delays in obtaining a certificate of occupancy.
2. Prior to starting construction, the contractor(s) shall be responsible to verify that all required permits and approvals have been obtained. No construction shall begin until the contractor has received all plans and documentation from all of the permitting and regulatory authorities. Failure of the contractor to follow procedure shall cause the contractor to assume full responsibility for any subsequent modification of the work mandated by any regulatory authority.
3. Contractor shall be required to have studied the documents, including the drawings and project manuals, to have visited the site, and to have familiarize himself regarding all existing conditions and new work under which he will be obligated to perform.
4. All work shall be performed in a workmanlike manner to the entire satisfaction of the owner and engineer and shall comply with all applicable state and local codes.
5. Notify Sunshine Utilities 48 hours in advance prior to digging within the the right-of-way or project boundaries - (850) 432-4770.
6. It shall be the contractor's responsibility to verify the locations of all the utilities within the limits of the project area prior to the start of the site work. All the damages made to the existing utilities by the contractor shall be the sole responsibility of the contractor.
7. The contractor shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the work the contractor shall perform a final clean-up, clean all surfaces and leave the project area clean.
8. The contractor shall maintain access to all drives and parking areas during construction.
9. All roads damaged by construction operations are to be patched or reconstructed as directed by the county engineer or designee.
10. Any damage to existing roads during construction will be repaired by the developer prior to final "as-built" sign off from the county.
11. Vegetation in the right-of-way and easements shall be restored to original condition unless otherwise noted on the plan sheets.
12. The contractor shall follow Maintenance of Traffic as per FDOT Index 611, 612 and 613.
13. No lane closures between 6:00 AM and 8:00 PM. No lane closures on holidays, including the proceeding and following day .
14. The project engineer (engineer of record) shall provide to Escambia County "As-Built" record drawings for verification and approval by Escambia County one week prior to requesting a final inspection and certificate of occupancy, or provide "As-Built" certification that the project construction adheres to the permitted plans and specifications. The "As-Built" certification or the "As-Built" record drawings must be signed, sealed and dated by a registered Florida Professional Engineer
15. All aspects of the stormwater/drainage components and/or transportation components shall be completed prior to issuance of a final certificate of occupancy.
16. No deviations or revisions from these plans by the contractor shall be allowed without prior approval from both the design engineer and the Escambia County. Any deviations may result in delays in obtaining a certificate of occupancy.
17. The contractor shall install prior to the start of construction and maintain during construction all sediment control measures as required to retain all sediments on the site. Improper sediment control measures may result in Code Enforcement Violation.
18. Retention/detention areas shall be substantially complete prior to any construction activities that may increase stormwater runoff rates. The contractor shall control stormwater during all phases of construction and take adequate measures to prevent the excavated pond from blinding due to sediments.
19. All disturbed areas which are not paved shall be stabilized with seeding, fertilizer and mulch, hydroseed and/or sod.
20. All new building roof drains, down spouts, or gutters shall be routed to carry all stormwater to retention/detention areas.
21. Developer/Contractor shall reshape per plan specifications, clean out accumulated silt, and stabilize retention/detention pond(s) at the end of construction when all disturbed areas have been stabilized and prior to request for inspection.
22. Contractor shall maintain record drawings during construction which show "as-built" conditions of all work including piping, drainage structures, topo of pond(s), outlet structures, dimensions, elevations, grading etc. Record drawings shall be provided to the Engineer of Record prior to requesting final inspection.
23. The owner or his agent shall arrange/schedule with the County a final inspection of the development upon completion and any intermediate inspections at (850) 595-3472. As-built certification is required prior to request for final inspection/approval.
24. Prior to construction a separate Building Inspection Department permit(s) shall be obtained for all Retaining wall(s) higher than 2 feet.
25. Notify Sunshine utilities 48 hours in advance prior to digging within R/W; 1-800-432-4770.
26. Any damage to existing roads during construction will be repaired by the developer prior to final "asbuilt" sign off from the county.
27. The contractor shall notify FDOT 48 hours in advance prior to initiating any work in the state rights-of-way.

28. In the event that survey monumentation or reference points are missing or have been destroyed, please contact:

RICK COLOCADO, PLS
COUNTY SURVEYOR FOR THE PUBLIC WORKS BUREAU,
3363 W. Park Place
PENSACOLA, FLORIDA 32505
PHONE: (850) 595-3434

29. Utility owners shall be notified at least 48 hours in advance prior to any construction so the utility owner can spot verify and/or expose their utilities. Known utility owners include:

BellSouth Communications
Engineering Dept.
805 W. Garden St
Pensacola, FL 32501

Energy Services of Pensacola
Mr. Glen Bailey
1625 Atwood Dr
Pensacola, FL 32514

MCI Worldcom Dept. 42864
Location 107
2400 N. Glenville
Richardson, TX 75082

AT&T Florida
Mr. Stan Wright
805 W. Garden St. 2nd Floor
Pensacola, FL 32501

Cox Communications
Mr. Troy Young
3405 McLemore Dr.
Pensacola, FL 32514

Sprint
Engineering Dept
3065 Cumberland Cir. SE
Cumberland Center I
Atlanta, GA 30339-3166

Mediacom, Inc
Mr. Eddie Arnold
4349 Avalon Blvd
Milton, FL 32583

Emerald Coast Utilities Authority
Mr. Kevin Ayers
9300 Sturdevant St
Pensacola, FL 32514

Koch Gateway Pipeline Co
P.O. Drawer 16143
Mobile, AL 36616

Gulf Power Company
Engineering Dept
PO Box 1151
Pensacola, FL 32520-0041

Level 3 Communications
Engineering Dept
7891 Sears Blvd
Pensacola, FL 32514

30. The owner or his agent shall arrange / schedule with the County a final inspection of the development upon completion and any intermediate inspections at (850) 595-3472. As-built certification is required prior to request for final inspection / approval.

31. The contractor shall maintain record drawings during construction which show "as-built" conditions of all work including piping, drainage structures, topo of pond(s), outlet structures, dimensions, elevations, grading, etc. Record drawings shall be provided to the Engineer of Record prior to requesting final inspection. The Project Engineer shall verify and approve the as-built conditions with notification to the County prior to the final inspection.

32. The project engineer (engineer of record) shall provide to Escambia County "as-built" record drawings for verification and approval by Escambia County one week prior to requesting a final inspection and certificate of occupancy, or provide "as-built" certification that the project construction adheres to the permitted plans and specifications. The "as-built" certification or the "as-built" record drawings must be signed, sealed, and dated by a registered Florida Professional Engineer.

Tree Protection (ref: Escambia County LDC §7.01.04):

No un-permitted grading or clearing by heavy equipment should happen under the dripline of protected trees to remain on the site. Storage of heavy equipment shall not occur under the dripline of protected trees on site. Tree protection barricades should be placed around the dripline of all protected trees marked for preservation prior to any land disturbance consistent with the development order.

No protected trees will be removed.

Water & Waste Disposal

Three portable toilets and hand washing stations are available on site.

Fire Safety

There is a fire Hydrant located at Fennel Street and Massachusetts Avenue that is within 500 feet of the front entrance and can provide water to this location along with a secondary hydrant located at the corner of Fennel Street and Cushman Street that will provide fire safety to the back of the camp.

Stormwater Routing & Drainage

Stormwater from the site currently runs east across the property towards wetlands on the property. No change in the stormwater flow is impacted by this project. Due to the topography of the site, flow from this site has no impact on adjacent properties.

Flood Zone

The subject property as shown hereon is located in flood zone A, (Areas subject to inundation by the 1-percent-annual-chance flood event. Because detailed hydraulic analyses have not been performed, no Base Flood Elevations (BFEs) or flood depths are shown), and flood zone X, as determined from the Federal Emergency Management Agency Flood Insurance Rate Map of Escambia

Contour & Benchmark

Contours and benchmarks based off of site survey conducted March 2014.

Vegetative Buffer

The buffer strip shall be a minimum of ten feet in width and shall be landscaped for every 100 linear feet with plant coverage following Standard A-2.

Any reproduction, reuse, or modification of this document is strictly forbidden without the written consent of the owner of LandMark Engineering & Land Planning, Inc.

SHEET CONTENTS

General Notes

PROJECT NUMBER

2014015

PLOT DATE

Sep 28, 2016

DRAWN BY

LAS

CHECKED BY

MWS

SHEET NUMBER

C-1

1 OF 1



PROJECT NAME AND LOCATION

LANDMARK
ENGINEERING & LAND PLANNING
Phone: (850) 470-9292 - Fax: (850) 470-9641 - www.LandMark.com
FLPE 11755 - FLCA 7078 - ALCA 2977
FLCC 06090

PRELIMINARY
NOT FOR CONSTRUCTION

Sean's Outpost, Inc - Satoshi Forest
1999 Massachusetts Ave
Pensacola, FL

IN THE CIRCUIT COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA

SEAN'S OUTPOST

Petitioner,

v.

CASE NO.: 2017CA000026

DIVISION: C

**ESCAMBIA COUNTY, acting by
and through its BOARD OF
ADJUSTMENT**

Respondent,

_____ /

FINAL ORDER

THIS CAUSE came before the Court upon the Petitioner's Petition for Writ of Certiorari. The Court having reviewed the pleadings and the record, heard arguments of counsel, reviewed applicable case law, and being otherwise fully advised finds as follows:

HISTORY

On April 5, 2016, Petitioner applied for a development order to continue operation of a homeless shelter known as Sean's Outpost. The use is essentially a campground that has been considered by Escambia County (County) to constitute a "semi-primitive campground site" for purposes of the land development code. The property is zoned heavy commercial/light industrial (HC/LI).

The parties agree that the proposed use is an allowed use under the applicable land use regulations. The only dispute is whether the conditions for site plan approval have been met. According to the record the development site consists of 8.82 acres and is heavily wooded.

County staff initiated a review of the application to determine compliance with the land development code. (LDC). After apparently lengthy discussions, meetings, and interchange the development order was finally denied by county staff on October 12, 2016. The denial was issued via a one page document entitled “Development Review Committee (DRC) Final Determination”.

It was clarified by the County that the land development code (LDC) does not formally provide for a “Development Review Committee”. The DRC is a vestige of a prior version of the LDC. The DRC is not a formal committee but simply consists of standard county planning staff that meets to discuss and give input into relevant LDC requirements for development orders. The actual compliance determination is made by the head planning official. The denial was executed by Mr. Horace Jones who is The Director of Development.

The denial form provided in part, **“The development plan is denied for the reasons noted below”**.

However, no reasons for the denial were specified on the form.

As provided in Section 2-1.4 (c) (3) of the LDC:

“For each application denied by the reviewing authority, the county shall inform the applicant in writing of the basis for the denial.”

The parties agree that numerous issues were ad hoc discussed during the lengthy development review process, but no specific findings were reduced to writing or specified in the denial. This lack of written clarity has led to strong disagreement between the parties as to the actual LDC requirements that were at issue in the development order denial, appeal to the Escambia Board of Adjustment (BOA), and this appeal.

Petitioner filed an appeal to the BOA of the planning official's denial on October 27, 2016. Based upon the lengthy interchange with county staff, Petitioner contended in the appeal document that the single basis for staff denial was the failure to include an all weather access road to service portable toilets located at the rear of the parcel.

The appeal was heard by the BOA on December 7, 2016. The appeal was presented by Counsel William Dunaway.

The site contains a dirt road that successfully serves portable toilets located near the rear of the parcel. Trucks have serviced the portable toilets without incident. Staff apparently, at a late stage of site plan review, asserted that an all weather road would be required to access the portable toilets. The Petitioner had agreed to construct an improved driveway apron to allow access to the parcel from the county road without causing damage to the county road. Although the Petitioner disputed that an additional all weather road to the portable toilets was required, Petitioner agreed to condition the development order upon the construction of such road.

Petitioner represented that "conditional" approvals were common if not typical practices for Escambia development reviews. Section 2-1.4 (c) (1) of the LDC provides for the identification of "site-specific conditions" in approvals.

There was much confusion at the BOA hearing regarding the reasons for the site plan denial. The comments of Board member Ms. Rigby highlight this confusion on pages 124-26 of the transcript where she expresses her frustration regarding her ability to understand the deficiencies at issue:

MS. RIGBY: But the denial said "see below," and there was nothing below. That concerns me, that if you can't tell me why I was denied, then I can't tell you how to fix it.

....
MS. RIGBY: I guess -- I guess my concern as a board member is, we are here today to say whether or not the denial was arbitrary or capricious.

I can't tell you because I don't have the facts as to what, in fact, or why, in fact, it was denied. And that's what I can't wrap my hands around. I don't have -- I don't have punch lists. I don't have the, you know, the review of the DRC to say, "Okay. This was required. You didn't do this."

I mean, we talked about roads, sort of. We talked about the four corners, sort of, but I don't have any -- something concrete that says, you know, the denial was based on A, B, C and D, and Mr. Applicant will not do A, B, C and D. And obviously, then, yes, I can understand it was denied. And the applicant doesn't want to do it. Do you see what I'm saying?

THE CHAIRPERSON: ***I agree 100 percent.***

Further Board member confusion was demonstrated in pages 184-187 of the transcript:

MS. RIGBY: Okay. But what I'm seeing, you're asking me -- asking us was the denial arbitrary and capricious? But all we know is that it was denied because it didn't meet some standards. What are those standards?

MR. HOLMER: I went through that. I discussed those, which we talked about. Yes, we talked about the roadway and what that could trip. I discussed the buffering requirements that weren't met. I discussed the labeling.

MS. RIGBY: But you said there was other things. If we had a list of -- and -- and I guess that's what I'm looking for. I'm used to seeing it, is that we denied you -- we denied you, Mr. Applicant, because of this list.

MR. DUNAWAY: ***"See below."***

.....

MS. RIGBY: And the applicant can say, "Yeah, I better do that." Then, yes, you denied it and it was a fair denial because the applicant is not going to do it. They meet the standards A through G but they don't meet standard S, Q, L and M. I can -- I can -- I can - I can say, "Yes, your denial was correct." But not knowing specifics, in general that is arbitrary.

After much testimony and discussion the BOA eventually took a vote. The motion was to deny the appeal of the Petitioner and uphold the denial by the planning department. The motion failed on a 3-3 vote. One member of the seven member BOA had recused himself, thus leaving an even number board to take action. The BOA and staff concluded that the Petitioner's appeal failed because it did not obtain an affirmative majority vote.

On October 27, 2016, Petitioner filed a timely Petition for Writ of Certiorari appealing the denial by the BOA. In its application Petitioner asserted that: 1) The Petitioner was denied due process because the BOA failed to take "official action" on its appeal by not reaching a majority vote, and 2) the denial was not supported by competent substantial evidence. The Petitioner asserts that the only LDC criteria at issue were the staff's assertion that an "all weather road" was required by the LDC and was not provided for in the site plan. Petitioner asserted that no such road was required by the LDC but even if it was, they were willing to construct such a road.

ALL WEATHER ROAD

County staff asserted that the LDC required that Petitioner construct an all weather road to access portable toilets placed at the rear of the property. The county asserted that this requirement was based on the specifications contained in the design standards manual (DSM) which is approved annual by the Board of County Commissioners and adopted by reference in section 2-8.2 of the LDC.

The Petitioner argued that the record established that the portable toilets access did not require an all weather road, either by regulation or practical necessity. A letter

from the company accessing the portable toilets had been submitted concluding that the current dirt access road was adequate.

The Court would note that portable toilets by their very name imply portability, and therefore do not necessarily have a fixed location.

In an effort to identify requirements for all weather roads the Court has reviewed the LDC.

Section 5-5.4 of the LDC provides for site access standards..

Internal site access such as for the portable toilets is addressed in 5-5.4 (f) which provides:

“Internal access. Proposed development along arterial or collector streets shall provide access routes within the development for all uses such that a return to the arterial or collector street is not necessary to access another use within the development.”

Access to and from the parcel to the adjacent county road was properly provided for by Petitioner by the proposed improved driveway connection, as required in 5-5.4 (e).

Another possible relevant LDC provision is section 5-6.4 which provides:

Sec. 5-6.4 - Stall and aisle design.

General. The design and arrangement of parking stalls and drive aisles shall comply with the standards provided in the DSM, except that parking for single-family and two-family dwellings need only comply with the minimum stall dimensions. In addition, criteria and guidelines regarding turnarounds, encroachment, delineation, traffic control, pedestrian entrances, surface materials, and drive-through stacking will be provided in the DSM.

The Court would then look to DSM Article 2 Transportation to find areas of required all weather roads.

Section 2.2 of the DSM specifies

2-2 Access Management

Vehicular access to public roadways shall be accomplished by means of an improved access facility (i.e., driveway, private road, etc.) Unimproved and/or unrestricted access will not be permitted. All driveways and streets shall be designed and constructed pursuant to the design standards in the most recent edition of the "A Policy on Geometric Design of Highways and Streets" by the American Association of State Highway Transportation Officials" and/or "The Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways," and FDOT.

The DSM refers to all weather roads in one subsection. In 3-1.1(i) **parking and loading, stall and aisle design** which provides in part:

"Except as allowed for excess parking or limited uses, the stalls, drive aisles and accesses of all parking required by this article shall be finished with an all weather surface..."

This section appears to apply only to required parking improvements and is not applicable to access needed to service portable toilets. The Court could not identify another relevant requirement for all weather roads.

STORMWATER

County staff also testified that if an improved all weather road was required, then evaluation of the storm water impacts of such road would be necessary. As the Court can find no requirement for the required all weather road, such storm water analysis is not required.

LANDSCAPING

The absence of required landscape buffering was the remaining issue raised as a basis for non-compliance. From the record it is difficult to determine what specific buffering requirement was at issue but there was a cursory reference to this requirement in the hearing by Mr. Homer (TR-P-80). Therefore the Court must look to the available record and LDC provisions to determine if applicable landscape buffering was complied with. The relevant portion of the DSM provides as follows:

2-2.3 Buffers. Based on broad land use categories, where a proposed new use or expanding existing use is likely to adversely impact an adjoining use, a landscape buffer is required to minimize or eliminate those impacts. The buffer shall protect the lower intensity use from the higher intensity use and provide an aesthetically attractive barrier between the uses. It shall function to reduce or eliminate incompatibility between uses such that the long-term continuation of either use is not threatened by impacts from the other. Buffers shall be provided according to the following standards:

(a) Required by use. The character of adjoining land uses primarily determines the type of buffering required.

1. Residential and non-residential. All residential uses shall be buffered from all non-residential uses, other than passive recreation, conservation, or agricultural uses, according to the buffer types established in this section and following non-residential categories:

a. Heavy commercial and industrial. Heavy commercial and industrial uses consistent with the Heavy Commercial and Light Industrial (HC/LI) an Industrial (Ind) zoning districts shall provide a Type-C buffer supplemented with an opaque fence or wall.

.....
5. No existing use. For the purposes of buffering, where no use exists on adjoining land and none is proposed by a valid development application to the county, the use of the adjoining land will be assumed to be the most intensive use allowed by the existing zoning.

(c) Composition.

1. Types. Where buffering is required, the following buffer types define the minimum width and plants required per 100 linear feet of buffer:

Buffer Type	Buffer width	Canopy trees	Understory trees	Shrubs
A	12 feet	2.0	1.0	10
B	16 feet	2.5	2.0	20
C	20 feet	3.0	3.0	30

2. Plants. *The prescribed buffer plants may be existing natural vegetation, existing vegetation supplemented with additional plantings, or entirely new plantings.* The suitability of existing vegetation to provide adequate buffering will be evaluated based on the minimum plants required. For effective buffering year-round, at least 50 percent of buffer trees shall be evergreen species. The selection and installation of buffer plants, and buffer maintenance, shall be according to the provisions of this article.

As detailed, in HC/LI districts landscaping is required adjacent to residential uses.

The adjacent districts on the south and west of the subject parcel are zoned MDR, medium density residential. Therefore it appears that the required buffering along those boundaries is as specified in buffer type C as noted above. The record is unclear as to the nature of existing vegetation and/or planned landscaping. The site plan appears to show 10 feet of planned landscaping. Therefore the evidence in the record does not establish that this standard has been met.

ANALYSIS

DUE PROCESS/MAJORITY VOTE

Petitioner asserts it was denied due process because the BOA failed to reach a majority decision, thus arguably failed to take “official action”. In support of its argument Petitioner submitted a Walton County Circuit case in which it was held that in a similar

matter of a County Commission tie vote on a subdivision plat approval, that the matter must be remanded for the Board to break the tie.

The Court disagrees with the Walton decision. The issue in this case deals with the appeal of an administrative decision by the planning department to the BOA. The Petitioner had the burden of obtaining an affirmative majority vote in order to prevail in the appeal. The failure to obtain a majority vote, whether because of a tie vote or a losing majority vote accomplishes the same result.

More importantly, basic principles of separation of powers between the judiciary and legislative branches obviously prohibit a Judge from directing a specific legislative or Board member to change their vote on a matter. The Court's authority in the review of a development order (or plat approval) is limited to an examination of the record to determine if the quasi-judicial decision is supported by competent substantial evidence. If a quasi-judicial body fails to approve a **plat or development order**, whether by tie vote or failing majority, the remedy does not change. The Court's review addresses the issue of the failure to approve, not the specific vote of an individual Board member.

COMPETENT SUBSTANTIAL EVIDENCE TO DENY DEVELOPMENT ORDER

Zoning laws are in derogation of the common law and, as a general rule, are subject to strict construction in favor of the right of a property owner to the unrestricted use of his property. *City of Miami Beach v. 100 Lincoln Rd., Inc.*, 214 So.2d 39 (Fla.3d DCA 1968); *Stroemel v. Columbia County*, 930 So.2d 742 (Fla 1st DCA 2006).

The parties have cited *Irvine v. Duval County Planning Commission*, 495 So. 2d 167 (Fla. 1986), *which adopted Judge Zehmer's dissent in Irvine v. Duval*

County Planning Commission, 466 So. 2d 352 (Fla. 1st DCA 1985). The Court

held:

On the facts and circumstances of the case, we agree with Judge Zehmer (dissenting) that once the petitioner met the initial burden of showing that his application met the statutory criteria for granting such exceptions, "the burden was upon the Planning Commission to demonstrate, by competent substantial evidence presented at the hearing and made a part of the record, that the [special] exception requested by petitioner did not meet such standards and was, in fact, adverse to the public interest." *Irvine*, 466 So. 2d at 364.

The distinction of course is that In *Irvine*, the Court was addressing a request for a **special exception** to the zoning regulations. The relevant zoning regulations in *Irvine* specifically required that the special exception must not be "adverse to the public interest".

In this case, the development order applied for is for an **allowed use** for which the Petitioner has a right to operate without any showing that it is not contrary to the public interest. The fact that the use is "allowed" by the LDC establishes that the County has determined said use is not adverse.

As stated in *Park of Commerce v. City of Delray* 606 So.2d 633(FI 4th DCA 1992),

*"The administrative procedure for **site plan approval** is quasi-judicial in nature, and conducted to factually determine if a proposed **site plan** submitted by the property owner **conforms to the specific requirements set out in the administrative regulations governing the erection of improvements on the property. Property owners are entitled to notice of the conditions they must meet in order to improve their property in accord with the existing zoning and other development regulations of the government. Those conditions should be set out in clearly stated regulations. Compliance with those regulations should be capable of objective determination in an administrative proceeding. While the burden may be on the property owner to***

demonstrate compliance, no legislative discretion is involved in resolving the issue of compliance”.

The Court’s task is not to determine if the proposed use is an optimal use, but simply whether the competent substantial evidence established that the Petitioner met the objective conditions specified in the LDC.

In this context the issue comes down to a simple proposition as properly summarized by County planning staff member Andrew Holmer,

“Black and white. Did it meet the code? Yes or no. Was the county decision to deny correct or not?” TR P-82

A review of the Board of Adjustment’s decision is limited to a three-part test: (1) whether procedural due process was afforded to the Petitioner; (2) whether the essential requirements of the law have been observed, and (3) whether the decision is supported by competent substantial evidence. If the Petitioner made a prima facie showing of entitlement to the conditional use, then the burden was upon the parties opposing the conditional use to demonstrate that the criteria set forth in the applicable code were not met.

The Court finds there was no competent substantial evidence to support the Board’s denial of the Petitioner’s Land Use Application based upon the requirement of an all weather road to service the portable toilets. The Court finds that neither the LDC or DSM contain any such requirement.

The record is inconclusive regarding the Petitioner’s compliance with applicable buffering because the evidence presented by both parties simply does not address with clarity how the site plan does or does not comply with this straight forward requirement.

It is possible that existing vegetation satisfies this requirement in whole or in part, but the record does not provide any assistance in this regard.

Therefore it is **ORDERED** that the decision of the Escambia County Board of Adjustment decision denying the appeal of the staff denial of the development order is hereby **QUASHED**. This cause is remanded to the Board for further proceedings consistent herewith to address with specificity the compliance or lack thereof with LDC buffering standards. It is the Court's strong recommendation that if the application is denied due to buffering, that any denial issued comply with Section 2-1.4(c)(3) of the LDC and state with specificity the basis for such denial.

DONE AND ORDERED at Pensacola, Escambia County, Florida.



eSigned by CIRCUIT COURT JUDGE THOMAS DANNHEISSER
on 09/28/2017 13:29:33 aNOhnxDO

**IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT
IN AND FOR ESCAMBIA COUNTY, FLORIDA**

**SEAN'S OUTPOST, INC.,
a Florida Corporation,**

Petitioner,

v.

**Petition for Writ of Certiorari
(Fla. R. App. P. 9.100(c)(2))**

Case No.: 2017-CA-_____

Division: _____

**ESCAMBIA COUNTY, acting by and
through its BOARD OF
ADJUSTMENTS,**

Respondent.

_____/

PETITION FOR WRIT OF CERTIORARI

Petitioner, SEAN'S OUTPOST, INC., a Florida Corporation, ("Sean's Outpost"), by and through its undersigned counsel, files this Petition for Writ of Certiorari pursuant to Fla. R. App. P. 9.100(c)(2).

I. Introduction

A. Background

Sean's Outpost, in an effort to comply with the Escambia County Comprehensive Plan and Land Development Code (LDC), as well as, to ensure the safety of the persons living peacefully on its property, submitted an application on April 5, 2016, to the Director of Development Services, Horace L. Jones ("Mr. Jones"), to have the County recognize and permit the continued use of Sean's Outpost's commercially zoned property for use by persons sheltering on the

property. The application was accompanied by an explanation of the request and a detailed site plan required by the County staff. The submission of the permit application and payment of the \$847.00 application fee followed years of discussions with the County staff to get to a point where the County would authorize the continued use of the property for residential use.

The process was unnecessarily complicated because a single vocal neighbor adjacent to the property continually opposed Sean's Outpost in this multi-year permitting process. It appears from the record that the neighbor's opposition is rooted in prejudice against the use of Sean's Outpost's private property to provide a safe and secure location for homeless persons to shelter. County staff denies that their opposition to the application is based on the fact that the use is a "homeless" encampment. They insisted they have no problem with the requested use, they just want Sean's Outpost to comply with the development review process. However, as is evident by the fact that the Development Order Application submitted by Sean's Outpost met the objective criteria for approval and did not propose any development, it is difficult to square staff's position with the fact that the staff denied the application instead of issuing it with a condition. The only requested action was to continue use of the property as a place where persons can shelter peacefully as they have for years – essentially a continuation of the residential use

that had occurred on the property in prior years (although that residential use was in a trailer, not a tent).

Despite the Development Order Application that sought no development, the County staff, acting as the Development Review Committee (DRC), made a final determination to "Deny" Sean's Outpost's request to continue to use the property for residential use to shelter persons living in tents. The Written Final Determination of October 12, 2016, gave no reasons for the denial. From the testimony at the DRC it was assumed that the denial was because staff determined that an all-weather road was required from the County's public road (Massachusetts Avenue) back to the rear of Sean's Outpost's property. At the DRC hearing held on October 12, 2016, the issue was narrowed to the County claiming that the Design Standard Manual (DSM) Section 2.2 required the construction of an all-weather access road from Massachusetts Avenue all the way to the rear of the property in order to service the portable toilets. Even though Sean's Outpost's own Engineer of Record and the company servicing the portable toilets indicated in writing that the existing dirt road was sufficient to service the portable toilets, the County nevertheless insisted the all-weather road was required.

Although Sean's Outpost disagreed with staff's interpretation of the DSM standard they acquiesced to County staff and asked the DRC to approve the application with the all-weather road as a condition. Unexpectedly, Mr. Jones told

the DRC that because the all-weather road was not listed on the applicant's site plan (because it was never desired), then the DRC should deny the permit. The DRC denied the permit. Sean's Outpost paid the \$682.60 fee and timely appealed that denial to the Board of Adjustments (BOA).

At the BOA hearing on December 7, 2016, the newest member, Mark Robinson, recused himself without explanation. That left six BOA members present for the quasi-judicial hearing. Following a four hour hearing, Jesse Casey made a motion to uphold the DRC's denial. The motion was seconded by Judy Gund. One other BOA member, Frederick Gant, voted for the motion. Three BOA members, Chairman, Auby Smith; Vice Chairman, Bill Stromquist; and Jennifer Rigby voted against the motion. The vote was 3-3 (tie). Despite an attempt to clarify from the undersigned counsel, the hearing adjourned and on December 9, 2016, Andrew Holmer, the Division Manager of Development Services, issued a written notification of BOA action stating: "The appeal failed to receive an affirmative majority vote and is denied."

As argued below, because Sean's Outpost was denied due process and because its application otherwise met all requirements for approval, the County was required to show by competent substantial evidence that the permit, did not, in fact, meet the requirements of the LDC and that the approval of the permit would be adverse to the public. Due process was denied because, the BOA, in its vote of

3-3, failed to take official action because the LDC is clear that a majority of those BOA members present and voting is required to take official action. Since there was no majority vote, then no official action was taken. The County failed to present competent substantial evidence at the hearing that the permit did not, in fact, meet the requirements of the LDC and they likewise failed to produce evidence that the approval of the permit would be adverse to the public.

Therefore, the Court should quash the Final Order and remand back to the BOA with clear findings of fact leading to an approval of the application.

B. Appendix

The Petition includes an Appendix containing Exhibits 1-10. Exhibit 1 contains Sean's Outpost's initial application dated April 5, 2016. Exhibit 2 is the final site plan and operating manual submitted prior to the DRC meeting on October 12, 2016. Exhibit 3 is the DRC's Written Final Determination dated October 12, 2016. Exhibit 4 is the October 27, 2016 appeal of the DRC action submitted with the requested compatibility analysis. Exhibit 5 contains the written notification of the BOA's action dated December 9, 2016. Exhibit 6 contains a series of correspondence between the undersigned counsel and the BOA's attorney seeking clarification on Exhibit 5 including a provision from the former LDC. The BOA's authority and duty is described in §1-4.5 of the LDC. *Exh. 7; 314-316.* Section 2-1.4(d)(2) describes appeal procedures and requirements. *Exh. 7; 319.*

Section 2-6.10(b) describes the LDC appeal process. *Exh. 7; 320-322*. Section 1-1.11 outlines the rules for understanding LDC provisions. *Exh. 7; 323-325*. Section 3-2.11 outlines zoning criteria in a Heavy Commercial/Light Industrial district (HC/LI). *Exh. 7; 326-331*. DSM Section 2.2 describes access management. *Exh. 7; 332*. Fla. R. App. P. 9.100(c)(2) relates to petitions for review of quasi-judicial action of agencies, boards and commissions of local government. *Exh. 7; 334*. Fla. R. App. P. 9.020(i) defines the "Rendition of an Order". *Exh. 7; 336*. Exhibit 8 is the Special Magistrate's Amended Order. Exhibit 9 is a letter from Mr. Jones dated September 13, 2016 setting the date for the October 12, 2016 DRC meeting. Exhibit 10 is the Minutes from the BOA hearing held on December 7, 2016.

II. Basis for Jurisdiction

This Court's jurisdiction is invoked pursuant to: Article V, §5, Florida Constitution; §26.012, Fla. Stat.; Fla. R. App. P. 9.030(c); Fla. R. App. P. 9.100(c)(2); and LDC §2-1.4(d)(2). Although submitted as a petition for writ of certiorari, this is an appeal as a matter of right. *Haines City Community Development v. Heggs*, 658 So. 2d, 523, 530 (Fla. 1995). See, e.g., *Broward*

County v. G.B.V. Int'l, Ltd., 787 So. 2d 838 (Fla. 2001) ("first-tier certiorari review is not discretionary but rather is a matter of right.")¹

III. Parties and Standing

The real parties in interest are Sean's Outpost and Escambia County.

Section 2-1.4(d)(2), LDC, permits an appeal of the decision of the BOA to the Circuit Court in accordance with Florida law. *Exh. 7; 319*. Fla. R. App. P. 9.100(c)(2) permits an appeal to be filed within 30 days of the rendition of the order to be reviewed. *Exh. 7; 334*. Fla. R. App. P. 9.020(i) defines "Rendition of an Order" to be when a signed, written order is filed with the clerk of the lower tribunal. *Exh. 7; 336*. Although it can be fairly argued that the rendition date of the BOA's decision was December 9, 2016, when Exhibit 5 was signed (although it is not clear that this Final Order was ever filed with the BOA's Clerk), this petition is filed within 30 days of the BOA hearing held on December 7, 2016. Under either date, the petition is timely filed.

IV. Statement of the Record

A. The Requested Action

The property at issue is owned by Sean's Outpost, Inc., an entity organized under the laws of the State of Florida. Sean's Outpost provides meals and other

¹ Because the appeal is a matter of right, the Court should issue the required Order to Show Cause so that this matter can be resolved in a timely manner without additional harm to Sean's Outpost.

services to persons in need. The Future Land Use Designation for the property is Mixed Use Urban and it is in the Heavy Commercial/Light Industrial (HC/LI) zoning district.

Sean's Outpost's property is approximately 8.82 acres of which approximately the easternmost five acres are jurisdictional wetlands. The area is vacant and heavily wooded. The northern boundary of the property abuts Massachusetts Avenue. The Mayfair residential neighborhood is to the south and west of the property and to the east is a swamp. For the past several years, Sean's Outpost has allowed persons who otherwise have no permanent residence to remain onsite. Those guests have, from time to time, constructed temporary shelters utilizing tents and tarps. Except for a properly permitted privacy fence along the western boundary, no permanent development or other development activity has occurred on the site. The County was provided and the property is governed according to a detailed Operating Manual that provides rules of conduct for a guest on site. (Transcript 26: 8-14 and *Exh. 2; 246-269*). The County claims the use is "development" and so required Sean's Outpost to obtain a campground permit or to submit a development order application in order to continue to use its property.

After two years of negotiations with both the County and the State Department of Health², Sean's Outpost received final action on its application for a campground on March 22, 2016. In that action, Sean's Outpost learned that in its present use, the property does not require a license or permit for camping from the State Department of Health and, therefore, it is operating in full compliance with State health and sanitation provisions. *Exh. 1; 216-217*. The Health Department has periodically inspected the facility and has documented full compliance. Two weeks after the State's action, Sean's Outpost filed the development order application at issue in this appeal. In the application dated April 5, 2015 (Exhibit 1), Sean's Outpost proposed to maintain the status quo residential camping use of the property.

As indicated on the Preliminary Site Plan (*Exh. 1; 207*), Sean's Outpost proposes no development and seeks nothing more than to continue its residential camping use. That is, it does not intend to construct, develop, or otherwise change the nature of the use which has for the past two years coexisted peacefully with the surrounding neighborhood and which prior to Sean's Outpost ownership was a residential use.

The site is serviced by ECUA potable water and garbage service and the sanitary facilities are provided by Containers, Inc. in the form of three portalets

² The State Department of Health and not the County has permitting authority over campgrounds and RV parks.

(portable toilets) and one hand washing station. These sanitary facilities are clearly shown on the site plan. While the site plan shows specific locations for tent sites, in actual practice, the tents are more spread out on the available uplands. As stated earlier, the State Health Department inspectors have continued to provide inspection services and have documented compliance in their Inspection Reports. *Exh. 1; 218-240.*

B. The Denial by DRC

The DRC process in Escambia County is normally one of back and forth between applicant and staff. Traditionally, a pre-application meeting occurs followed by the applicant submitting a written application along with a detailed site plan of the requested improvements. Staff reviews the application and they offer written comments. Some of the comments are pro forma and others are substantive. An applicant reviews the comments, complies as appropriate and proceeds to DRC when the objective criteria of the LDC have been met.

Here the process was not traditional both because the application for the development order was requesting no development and because the process was under the strict time frames set by the Code Enforcement Special Magistrate. The Code Enforcement Special Magistrate was involved because the County issued a Notice of Violation (NOV) to Sean's Outpost on June 20, 2016, citing them for violation of the LDC for not having completed the development review process.

Obviously, the remedy for the NOV was completion of the DRC process which Sean's Outpost initiated by submission of its application on April 5, 2016 (Exhibit 1). Even though Sean's Outpost was working cooperatively with the County to complete the development review process, the County felt the need to issue its NOV³.

In the written Amended Order issued by the Special Magistrate (Exhibit 8), Sean's Outpost was "permitted to maintain the current use of the property for a period of up to no more than (90) ninety days from the date the DRC returns its final comments to the current application." The Order further stated "that the County will timely review the application in its amended form and provide comments and conditions for approval or deny the application...The Respondent [Sean's Outpost] shall have ninety (90) days from the issuance of the County response to either accept the conditions and request the issuance of the development order or pursue its appellate remedies. Compliance with this Order may be achieved by either (1) issuance of a development order; (2) the filing of a timely appeal by the Respondent of an unacceptable condition or denial of the development application (in such case the time does not commence until the

³ This was the second NOV issued to Sean's Outpost. The first was issued in 2014 and Sean's Outpost successfully challenged the NOV and it was dismissed and the dismissal upheld on appeal to the Circuit Court. Thereafter, the County amended the LDC and changed the provisions on temporary structures.

resolution of the appeal), or (3) removal of all non-conforming temporary structures from the property." *Exh. 8; 334.*

By letter of September 13, 2016 (Exhibit 9), the County informed Sean's Outpost that it had filed with the Special Magistrate comments on the application and set the date for the DRC on October 12, 2016 "for the purpose of determining site plan compliance with the [LDC] for issuance or denial of the development order" and required that all of staff's comments be addressed no later than September 28, 2016. On September 28, 2016, Sean's Outpost submitted a revised site plan addressing comments of staff along with a detailed Operating Manual (Exhibit 2). Staff reviewed and seemed to hold to their position that an all-weather road to service the portable toilets would have to be a condition of permit approval.

On October 12, 2016, the DRC meeting opened with only one member present. Mr. Jones presented for the County. Sean's Outpost questioned the DSM 2.2 "requirement" for an all-weather access road to service portable toilets given the fact that both the engineer of record and the company that actually services the portable toilets stated such a road was not required and, in fact, that the existing access road was sufficient. Furthermore, it was pointed out that DSM 2.2 does not state the length of the road, only that an all-weather access exist where it meets the public road. The purpose being to protect the public road and provide a single point of access to the public road from the property.

Notwithstanding that position, Sean's Outpost clearly indicated that if the County believed the all-weather road all the way to the rear of the property was needed, then the DRC should approve the application with the all-weather road as a required condition. This was completely consistent with the Special Magistrate's Amended Order to "either **accept the conditions** and request issuance of the development order or pursue its appellate remedies." (Emphasis added). *Exh. 8;334*. Even though Sean's Outpost clearly indicated that it would accept as a condition of approval the condition of an all-weather access road, Mr. Jones told the sole DRC member (a subordinate of Mr. Jones) that because the all-weather access road did not appear on the site plan, then he recommended that the DRC deny the application. The DRC denied the application as shown by Exhibit 3. That document, on page 4 of 4, states that "[t]he development plan is denied for the reasons noted below." There are no reasons noted.

C. BOA Hearing

Although there were no reasons noted on the DRC denial, Sean's Outpost proceeded with its appeal to the BOA under the assumption that the issues had been narrowed to the County's claim that an all-weather access road was required. This was clearly stated in the appeal package submitted on October 27, 2016 (Exhibit 4). Staff never clarified or offered any contrary evidence before or at the BOA hearing.

i. No competent substantial evidence presented by staff that Sean's Outpost did not meet the criteria for approval.

At the BOA hearing, which lasted over four hours, the six members of the BOA present and participating⁴ heard the evidence presented and argument from the County and counsel for Sean's Outpost. The County submitted no evidence that an all-weather access road was required by DSM 2.2 to extend all the way from Massachusetts Avenue to the rear of the subject property. The County simply stated it was required and introduced a copy of DSM 2.2 to justify the requirement. Staff called no witness to testify on the matter and provided no other evidence. All DSM 2.2 requires is that "[v]ehicular access to public roadways shall be accomplished by means of an improved access facility (i.e., driveway, private road, etc.). Unimproved and/or unrestricted access will not be permitted." *Exh. 7; 332*. As is clearly shown on the site plan, an improved driveway onto Massachusetts Avenue from the property is provided. There was no evidence (much less competent substantial evidence) introduced by the staff at the BOA hearing that DSM 2.2 requires the contemplated access to the public roadway extend all the way to the rear of the property.

Assuming, however, for the sake of this appeal, that such evidence had been presented, it was clear from the evidence before the BOA that Sean's Outpost

⁴ As indicated in the BOA minutes, BOA member, Mark Robinson recused himself and left the hearing (Exhibit 9).

informed the staff and DRC that they could issue the permit conditioned on the all-weather road being built. No other competent substantial evidence for denial of the application was submitted at the BOA hearing.

ii. No competent substantial evidence was presented by staff that, if approved, the use would be adverse to the public.

The County staff presented no evidence that the requested use of the property would be adverse to the public. In fact, the staff took every opportunity to state that the proposed use was not at issue, only compliance with the LDC which, as stated above, was narrowed to the all-weather access road by both Sean's Outpost's appeal package and the staff's failure to produce sufficient evidence of any other deficiencies.

The only "evidence" of any opposition to the use of the property to shelter those without permanent homes was the testimony of Richard Pierce Grimes, III and Louis and Helen Jolly⁵, residents of the Mayfair neighborhood who told the BOA of their general objections to the application. Mr. Grimes acknowledged he was the main objector to the project and had been present at every hearing. He summed up his position on the issue thusly:

⁵ The BOA attorney cautioned the BOA on the appropriate weight to give the testimony of these lay witnesses and the undersigned objected to their testimony (Transcript at 138: 8-13).

GRIMES: We do not need this in the neighborhood. And yes, this will be the first homeless campground permitted anywhere in the United States. If this gets permitted here, y'all could wind up having them behind your house because you set a precedent at that point.

VOICE IN THE
AUDIENCE: That's right.

(Transcript 131: 4-11)

D. BOA Vote Results in No "Official Action"

As reported in the transcript, the minutes (Exhibit 9), and the notification of the BOA action (Exhibit 5) the vote of the BOA at the close of the hearing was 3-3. The undersigned counsel alerted the BOA's attorney to the fact that a 3-3 vote resulted in "no official action taken" and requested the BOA attorney set another BOA hearing, but the BOA attorney respectfully disagreed with my interpretation of the requirements of the LDC (Exhibit 6) and stated the matter would have to be resolved on appeal. Sean's Outpost was thus forced to pay \$405.00 filing fee and file this Writ of Certiorari.

V. Standards for Review

A. Standards for Certiorari Review by the Circuit Court.

Since Sean's Outpost is entitled as a matter of right to certiorari review of the BOA's decision, the circuit court must determine: (a) whether procedural due process was accorded; (b) whether the essential requirements of law were observed; and (c) whether the order in dispute was supported by competent

substantial evidence. See, e.g., *Broward County v. G.B.V. Int'l, Ltd.*, 787 So. 2d 838 (Fla. 2001); *Haines City*, 658 So. 2d at 530. Since the Court is essentially acting in an appellate capacity, its "duty is simply to review the record to determine whether the decision is supported by competent substantial evidence" *City of Jacksonville Beach v. Car Spa, Inc.*, 772 So. 2d 630, 631 (Fla. 1st DCA. 2000).

Competent substantial evidence was defined more than 50 years ago in *DeGroot v. Sheffield*, 95 So. 2d 912, 916 (Fla. 1957), wherein the court said:

Substantial evidence has been described as such evidence as will establish a substantial basis of fact from which the fact at issue can be reasonably inferred. We have stated it to be such relevant evidence as a reasonable mind would accept as adequate to support a conclusion. (Citations omitted.) In employing the adjective "competent" to modify the word "substantial," we are aware of the familiar rule that in administrative proceedings the formalities in the introduction of testimony common to the courts of justice are not strictly employed. (Citations omitted.) We are of the view, however, that the evidence relied upon to sustain the ultimate finding should be sufficiently relevant and material that a reasonable mind would accept it as adequate to support the conclusion reached. To this extent the "substantial" evidence should also be "competent."

The District Court of Appeal emphasized the importance of *DeGroot* in *Agner v. Smith*, 167 So. 2d 86, 91 (Fla. 1st DCA 1964), *cert. dismissed*, 172 So. 2d 598 (Fla. 1965), by repeating the language of Mr. Justice Thornal in *DeGroot*.

B. Legal Standard for Evaluation of a Denied Permit Application.

With respect to the standard of review to be applied during the quasi-judicial hearing of an appeal of a denied permit application, the case most often cited is

Irvine v. Duval County Planning Commission, 495 So. 2d 167 (Fla. 1986), approving and adopting Judge Zehmer's dissent in *Irvine v. Duval County Planning Commission*, 466 So. 2d 352 (Fla. 1st DCA 1985). The Supreme Court decision is short. Here is what the court said:

On the facts and circumstances of the case, we agree with Judge Zehmer (dissenting) that once the petitioner met the initial burden of showing that his application met the statutory criteria for granting such exceptions, "the burden was upon the Planning Commission to demonstrate, by competent substantial evidence presented at the hearing and made a part of the record, that the [special] exception requested by petitioner did not meet such standards and was, in fact, adverse to the public interest." *Irvine*, 466 So. 2d at 364.

Sean's Outpost satisfied its initial burden to show compliance with the criteria set forth in the LDC as discussed in more detail below in VI.(C). The question then is what level of evidence was required for the BOA to justify denial? *Irvine* informs us the BOA was required to satisfy two burdens: (1) the evidence presented in support of the permit did NOT "in fact" meet the County criteria; and (2) the permit, if granted, would "in fact" be "adverse to the public interest." In addition, the evidence in opposition to the application must be both "competent" and "substantial." *DeGroot v. Sheffield, supra*.

VI. Argument

A. Sean's Outpost assertions of error and summary of argument as to why the Court should quash the Final Order.

In reviewing the Board's decision, the Court must examine:

- (a) Whether procedural due process was accorded,
- (b) Whether the essential requirements of law were observed, and
- (c) Whether the order in dispute was supported by competent substantial evidence.

The record shows that the County failed in all three areas. Firstly, Sean's Outpost was not afforded due process because the BOA took no official action with its 3-3 vote, however, the staff wrongly reported and affirmed that the BOA did take official action (i.e. denial of Sean's Outpost's appeal). Secondly, the consideration by the BOA of the permit denial did not follow the essential requirements of law because the BOA, acting on advice of its counsel, staff, and the LDC incorrectly applied the *Irvine* standard. Lastly, the County failed to present any competent substantial evidence that the permit did not in fact meet the County criteria or that if granted, the permit would "in fact" be adverse to the public.

B. Majority vote required for official action.

The BOA is created and granted its authority by the LDC. Acting as a quasi-judicial body, the BOA must follow the LDC and state law in the area of land use. Additionally, the BOA can only act in accordance with the authority granted it by the LDC and state law. As stated in Section 1-1.11(a) "[t]he LDC shall be interpreted and administered broadly...to achieve its declared purposes." Section 1-1.11(b) goes on to state that the "meaning of a provision in the LDC

must first be evaluated according to the plain language of the provision. If the meaning is clear, then the remaining administrative function is to enforce it according to its stated terms." Finally, Section 1-1.11(d) states "[a] particular intent expressed in the LDC has authority over a general one, such that when there is a more specific requirement it must be followed in place of a more general one, regardless of whether the general requirement is more lenient or in conflict with the specific one." *Exh. 7; 323-325.*

Regarding the BOA, Section 1-4.5 established it and grants it powers and procedures. Regarding its quorum and vote, Section 1-4.5(c)(1) is clear when it states that "[a]t least four of the seven members must be present to hold a meeting, and a majority vote of those present is required for **any official action to be taken at the meeting.**" (Emphasis added). Section 1-4.5(c)(3) states that "the BOA shall follow its adopted rules of procedure for quasi-judicial hearings consistent with the application review processes of the LDC and any other applicable county or state requirements."

LDC Section 2-6.10 provides the BOA guidance on the appeal of administrative decisions with Section 2-6.10(b)(4) stating that "[i]f the BOA finds from the record of the hearing that the applicant has presented competent substantial evidence providing the required conditions set out in the compliance review provisions of this section, the board shall find the appealed decision in

error. The finding shall state with particularity how the decision of the administrative official was arbitrary or capricious. If the conditions are not proven the board shall affirm the decision."

However the BOA finds the evidence and applies the law, it must do so with an "official action." Since it is clear from the LDC that "a majority vote of those present (in this case four votes) is required for any official action to be taken" then a 3-3 vote (as occurred in this case) cannot result in official action. Therefore, an interpretation of this fact pattern to mean that because the applicant failed to get four votes means the denial of its appeal is wrong and is a violation of due process.

Although it is clear on its face that it takes a majority vote of those present before any official action can be taken, the point is further supported by previous language of the LDC regarding the BOA appeal process before it was amended to its present language. The previous authority for the BOA to act on an administrative appeal was found in LDC Section 2.04.01(C). *Exh. 6; 307-308.* There the specific provision stated: "The concurring vote of a majority of the members of the BOA present and voting shall be necessary" (not for "any action to be taken") but "to reverse any order, requirement, decision, or determination of any such administrative official, or to decide in favor of the applicant on any matter upon which it is required to vote."

Under the previous LDC provision, a 3-3 vote would result in official action in that it would not reverse the DRC denial or decide in favor of the applicant. Based on this, it is clear the Board of County Commissioners knows how to write a code provision that results in "official action" with a 3-3 vote but because it amended that specific provision with the new provision of Section 1-4.5(c)(1) it must have intended the plain language of the provision to apply – that it takes a majority vote of those present before "**any official action is taken.**" (Emphasis added).

Since there was not a majority vote of those present, then no official action was taken and unless and until such official action is taken, Sean's Outpost is being denied due process of law.

C. Sean's Outpost's initial burden.

The LDC Section 3-2.11 (*Exh. 7; 326-331*) established the objection criteria that must be met for approval of Sean's Outpost's application to continue to use its property to shelter homeless persons. Section 3-2.1(b) provides the permitted uses and includes in subsection:

- (1) Residential uses if outside the Industrial future land use (as here);
- (4)(g) homeless shelters; and
- (5)(b) campgrounds.

However one classifies the use of the subject property it falls into one of these permitted uses. The only restriction on campgrounds is that it requires a minimum lot area of five acres; which is met here because the property is almost nine acres. Because the requested use of the property is a permitted use, Sean's Outpost met its initial burden and that burden, under *Irvine*, shifted to those opposing the project.

D. The BOA's decision on December 7 violated the *Irvine* standard for quasi-judicial hearings.

Under the *Irvine* standard discussed above, in order for the BOA to have properly upheld DRC's denial of the permit application, those who opposed the application (staff and public) must have shown by competent substantial evidence that the application did not meet the published criteria and that granting the application was adverse to the public interest. See, e.g., *Florida Power & Light Co. v. City of Dania*, 761 So. 2d 1089, 1090 (Fla. 1980) ("In order for the agency to deny a permitted special exception application, the party opposing the application (i.e., either the agency itself or a third party) must show by competent substantial evidence that the proposed exception does not meet the published criteria," citing *Irvine*).

Staff submitted no such evidence that the approval would be adverse to the public and the only testimony that was in opposition to the project was not competent substantial testimony of adverse use but rather lay opinion speculating

on general unfavorable impacts of the use. Lay witness speculation about potential problems with smoke or visual blight "and general impacts of a proposed land use are not...considered competent substantial evidence." *Katherine's Bay, LLC v. Fagan*, 52 So. 3d 19, 30 (Fla. 1st DCA 2010). General statements in opposition which are subjective and not supported by fact, do not constitute competent substantial evidence. *Metropolitan Dade County v. Blumenthal*, 675 So. 2d 598, 607.

VII. Summary and Conclusion

Sean's Outpost was denied due process of law because the BOA took no official action. Assuming for this Writ that the BOA took official action, it failed to comply with the essential requirements of law because it failed to apply the *Irvine* standard to its decision and because the record reflects, the Final Order is not supported by competent substantial evidence within the meaning of well-established Florida law. In failing to apply the *Irvine* standard, in expanding the legislated criterion so as to impose a more erroneous requirement on Sean's Outpost, the BOA departed from the essential requirements of law.

VIII. Request for Relief

The Petition for Writ of Certiorari should be GRANTED and the Court should quash the Final Order (Exhibit 5) and remand back to the BOA with clear findings of fact leading to an approval of Sean's Outpost's application.

Respectfully submitted 6th day of January, 2017.

/s/ William J. Dunaway

WILLIAM J. DUNAWAY

Florida Bar No. 0021620

E-mail: wdunaway@clarkpartington.com

E-mail: sprice@clarkpartington.com

CLARK PARTINGTON

125 West Romana, Suite 800

Pensacola, FL 32591-3010

Phone: (850) 434-9200

Fax: (850) 432-7340

Counsel for Petitioner

CERTIFICATE OF COUNSEL

The undersigned hereby certifies that this petition complies with the Times
New Roman 14-point font requirement set forth in Fla. R. App. P. 9.100(1)

/s/ William J. Dunaway

WILLIAM J. DUNAWAY

CERTIFICATE OF SERVICE

I HEREBY CERTIFY in accordance with Escambia County LDC 2-1.4(d)(2), that a true and correct copy of the foregoing Petition for Writ of Certiorari was served via U.S. Mail on this ***6th day of January, 2017***, to the following:

Debbie F. Lockhart
3363 West Park Place
Pensacola, FL 32505
Escambia County
Board of Adjustment Clerk

Kristin D. Hual
Assistant County Attorney
221 Palafox Place, Suite 430
Pensacola, FL 32502
Counsel for Escambia County
Board of Adjustment

/s/ William J. Dunaway
WILLIAM J. DUNAWAY

INDEX

Appendix A. – Transcript, Order and Evidence

Transcript - (12/7/16 BOA Hearing)

<u>Exhibit#</u>	<u>Document</u>	<u>Page</u>
1	April 5, 2016 – Initial Permit Application	201
2	Revised Site Plan and Operating Manual	242
3	October 12, 2016 – DRC Written Final Determination	271
4	October 27, 2016 – Appeal with Compatibility Analysis	276
5	December 9, 2016 – Written Notification of BOA's Action	299
6	BOA Procedural "Action" Correspondence	305
7	LDC Section §1-4.5 LDC Section §2-1.4(d)(2) LDC Section §2-6.10(b) LDC Section §1-1.11 LDC Section §3-2.11 DSM Section 2.2 Fla. R. App. P. 9.100(c)(2) Fla. R. App. P. 9.020(i)	310
8	September 7, 2016 – Special Magistrate's Amended Order	339
9	September 13, 2016 – County Letter Setting DRC Meeting	347
10	December 7, 2016 – BOA Minutes	349

TRANSCRIPT

ESCAMBIA COUNTY BOARD OF ADJUSTMENT
SPECIAL MEETING

- - -

CASE NO.: AP-2016-01

ADDRESS: 1999 Massachusetts Avenue

REQUESTED APPEAL: Appeal of the Development Review
Committee denial of project
#PSP160400044, Sean's Outpost

REQUESTED BY: William J. Dunaway, Agent for
Sean's Outpost, Inc.

Proceedings held in the above-styled cause
before the Escambia County Board of Adjustment on the
7th day of December 2016, commencing at 8:30 a.m., at
Escambia County Central Office Complex, 3363 West Park
Place, Room 104, Pensacola, Florida, reported by David
A. Deik, CP, CPE, Professional Reporter.

APPEARANCES

BOARD OF ADJUSTMENT MEMBERS:

AUBY SMITH, Chairman

KRISTEN HUAL, ESQ., County Attorney

JESSE CASEY

FREDERICK GANT

JUDY GUND

MARK ROBINSON

BILL STROMQUIST

JENNIFER RIGBY

BOARD STAFF PRESENT:

Horace Jones, Department Director

Andrew D. Holmer, Development Services Manager

Debbie Lockhart, Administrative Assistant
Development Services, Planning Division

FOR APPELLANT SEAN'S OUTPOST:

CLARK PARTINGTON

BY: WILLIAM J. DUNAWAY, ESQUIRE
125 West Romana Street
Pensacola, Florida 32502

1	INDEX OF PROCEEDINGS	
2		
3	DESCRIPTION	PAGE
4	PROCEEDINGS.....	4
5	CERTIFICATE OF REPORTER.....	198
6	- - -	
7	INDEX OF WITNESSES	
8		
9	NAME	PAGE
10	MICHAEL KIMBREL.....	59
11		
12	RICHARD PIERCE GRIMES, III.....	128
13	Cross-Examination by Mr. Dunaway.....	138
14		
15	CATHERINE B. KELLY.....	141
16	Cross-Examination by Mr. Dunaway.....	144
17		
18	MICHAEL KIMBREL (recalled)	
19	Direct Examination by Mr. Dunaway.....	148
20		
21	LOUIS JOLLY.....	156
22		
23	HELEN JOLLY.....	158
24		
25		

1 P R O C E E D I N G S

2 (Board staff members were duly sworn.)

3 THE CHAIRPERSON: Members of the Board,
4 copies of staff resumes have previously been
5 provided and remain on file for reference.

6 The Board has previously recognized staff
7 as expert witnesses. Does anyone have any
8 questions regarding their qualifications and
9 abilities to offer expert testimony?

10 (No response.)

11 THE CHAIRPERSON: Seeing none, the Board
12 of Adjustment meeting package for December 7,
13 2016, with development service staff findings of
14 fact has previously been provided to the board
15 members.

16 The Chair will entertain a motion to
17 accept the BOA meeting package into evidence.
18 Do we have a motion?

19 MR. STROMQUIST: So moved.

20 THE CHAIRPERSON: We have a motion by
21 Bill.

22 MS. GUND: Second.

23 THE CHAIRPERSON: We have a second by
24 Judy.

25 Those in favor, signify by raising your

1 right hand?

2 (All board members raised their hand,
3 Mr. Gant not present.)

4 THE CHAIRPERSON: Passing unanimously.
5 Do we have proof of publication?

6 MS. LOCKHART: Yes, sir, we do.

7 THE CHAIRPERSON: Did the publication meet
8 all legal requirements?

9 MS. LOCKHART: Yes, it did.

10 THE CHAIRPERSON: The Chair will now
11 entertain a motion to waive the reading of the
12 legal advertisement. Do we have a motion?

13 MR. STROMQUIST: So moved.

14 THE CHAIRPERSON: Motion by Bill.

15 MS. GUND: Second.

16 THE CHAIRPERSON: Second by Judy.

17 Those in favor, signify by raising your
18 right hand.

19 (All board members raised their hand,
20 Mr. Gant not present.)

21 THE CHAIRPERSON: Passes unanimously.

22 MS. GUND: The Board of Adjustment, the
23 BOA, hears administrative appeals, variances and
24 conditional use requests. These hearings are
25 quasi-judicial in nature. Quasi-judicial

1 hearings are like evidentiary hearings in a
2 court of law but less formal.

3 All public testimony will be taken under
4 oath, and anyone testifying before the BOA may
5 be subject to cross-examination.

6 All documents and exhibits that the BOA
7 considers are entered into evidence and made
8 part of the record.

9 (Mr. Gant entered the hearing room.)

10 MS. GUND: The giving of opinion testimony
11 will be limited to experts, and closing
12 arguments will be limited to the evidence in the
13 record.

14 After hearing the testimony and arguments
15 for and against the proposed action and before
16 making its decision, the BOA will consider the
17 relevant testimony, exhibits entered into
18 evidence and the applicable law.

19 Because the decision of the BOA relating
20 to variances, conditional uses and extension of
21 the Development Code order for site plans are
22 final, unless overturned by a court of competent
23 jurisdiction, the county may issue development
24 orders and permits for properties in accordance
25 with the decision of the BOA.

1 However, if an applicant requests the
2 issuance of any such order or permit and such
3 order or permit is issued, the applicant and not
4 the county shall bear any risk that such
5 decision may be set aside, the development order
6 or permit may be revoked, or the development may
7 be otherwise enjoined by the reviewing court.

8 Any application for relief from the
9 decision of the BOA's said action for any
10 aggrieved party, as defined by state law, may be
11 reviewed by petition and by filing an
12 appropriate pleading in a court of competent
13 jurisdiction within 30 days of the BOA decision.
14 The date of the BOA decision shall be the date
15 the BOA voted at the conclusion of the hearing.

16 Whenever the BOA denies an application, no
17 new application for identical action on the same
18 parcel shall be accepted for consideration
19 within a period of 180 days of the BOA decision.

20 Any person aggrieved by a decision of the
21 BOA relating to an appeal of an administrative
22 decision may within 15 days thereafter apply to
23 the Circuit Court for review.

24 Each individual who wishes to address the
25 board regarding a particular issue must complete

1 a request-to-speak form and submit it to the
2 clerk. These forms are located on the back of
3 the table of the commission chambers. You will
4 not be allowed to speak until we receive one of
5 these completed request-to-speak forms. We must
6 have these completed forms for public record.

7 THE CHAIRPERSON: They're in the back.
8 They've turned green today, but they're in the
9 back.

10 All written or oral communications at the
11 time of this hearing with members of the Board
12 of Adjustment regarding matters under review
13 today are considered ex parte communications.

14 Ex parte communications are presumed
15 prejudicial under Florida law and must be
16 disclosed as provided in Board of County
17 Commission Resolution 96-13 before a decision by
18 this board or any administrative appeal variance
19 or conditional use request.

20 The Chair will ask as each case is heard
21 that any board member who has been involved in
22 any ex parte communication regarding the
23 respective issue to please identify themselves
24 and describe the communication.

25 The case we're addressing today is

1 AP-2016-01, 1999 Massachusetts Avenue.

2 Board members, has there been any ex parte
3 communication regarding this case?

4 (No response.)

5 THE CHAIRPERSON: Seeing none, would like
6 for the minutes to reflect that we have a
7 seventh member present today, so we have seven
8 board members present.

9 Does any board member intend to refrain
10 from voting due to a voting conflict of
11 interest?

12 MR. ROBINSON: I do.

13 THE CHAIRPERSON: We have one. The new
14 board member, Mark, will abstain from voting.
15 So that will give us six voting present.

16 Does anyone have knowledge or information
17 obtained from a site visit or other sources?

18 It should be noted that the Chair visited
19 the site.

20 Would the individuals who are a party to
21 this item please come to the podium, identify
22 yourself, and by stating your name and address
23 for the record, be sworn in by the clerk.

24 MR. DUNAWAY: My name is Will Dunaway,
25 with the law firm of Clark Partington. I

1 represent the applicant, Sean's Outpost.

2 THE CHAIRPERSON: Okay. You will not have
3 to be sworn, as an attorney.

4 MR. DUNAWAY: The applicant does intend to
5 present witnesses and would present our
6 applicant rep, who will be Michael Kimbrel.

7 THE CHAIRPERSON: All right, sir. You've
8 been provided with a copy of staff's findings of
9 fact.

10 MR. DUNAWAY: We have been provided with a
11 copy of staff's findings. There were no facts,
12 but we anticipate that that was what was part of
13 your board package that you just admitted into
14 evidence.

15 THE CHAIRPERSON: Correct.

16 Would you like to go ahead and make a
17 presentation, or . . .

18 MR. DUNAWAY: Mr. Chairman, if you like, I
19 could run through the PowerPoint, just to get
20 everybody acquainted.

21 THE CHAIRPERSON: Is that okay with you,
22 Counsel?

23 MR. DUNAWAY: Mr. Chairman, that will
24 be -- I'm not sure if the mic's working, but in
25 any event, if anyone can hear, that would be

1 fine.

2 Two procedural points: I would note that,
3 again, Mr. Kimbrel has not yet been sworn but
4 can be sworn prior to him being called as a
5 witness. And I would assume the same thing
6 would be for Mr. Jones, who was not present when
7 staff was sworn.

8 I would like to inquire, if I could, Mr.
9 Chairman. On a matter of voir dire, there was
10 an indication that the Chairman had visited the
11 site. I'd like to inquire as to when that was
12 and in whose presence.

13 THE CHAIRPERSON: That was . . . Let's
14 see. What's today? Today is . . .

15 MR. DUNAWAY: December the 7th.

16 THE CHAIRPERSON: Wednesday, December 7th.
17 That would have been Saturday. And I was alone.

18 MR. DUNAWAY: Yes, sir. Yes, sir. And
19 that was the site at 1999 Massachusetts.

20 THE CHAIRPERSON: Correct.

21 MR. DUNAWAY: Yes, sir.

22 And were you able to fully visit the
23 entire site, the whole eight acres?

24 THE CHAIRPERSON: No, I was not. I didn't
25 transgress anywhere that there was a posted

1 sign.

2 MR. DUNAWAY: The posted sign that was on
3 the neighbor's property where the chain was?

4 THE CHAIRPERSON: Yes.

5 MR. DUNAWAY: Yes, sir. So you just
6 simply observed it from Massachusetts?

7 THE CHAIRPERSON: Yes.

8 MR. DUNAWAY: The public right-of-way?

9 THE CHAIRPERSON: Yes.

10 MR. DUNAWAY: Yes, sir.

11 And at that time, did you see that there
12 was the posted -- or the sign that staff had
13 posted announcing tonight's -- today's meeting?

14 THE CHAIRPERSON: Yes.

15 MR. DUNAWAY: Yes, sir. And a mailbox?

16 THE CHAIRPERSON: I didn't notice a
17 mailbox.

18 MR. DUNAWAY: Yes, sir.

19 THE CHAIRPERSON: But I did see the sign.

20 MR. DUNAWAY: Yes, sir. Thank you. And I
21 don't have any further voir dire.

22 THE CHAIRPERSON: Sure.

23 MR. DUNAWAY: Nor any challenge. Thank
24 you.

25 THE CHAIRPERSON: Sure. Okay, sir.

1 MR. HOLMER: All right, sir. We'll just
2 go through the maps here. This is, once again,
3 Appeal Case 2016-01.

4 This is our location map. This is our
5 500-foot radius map, showing zoning on site.
6 Heavy commercial, light industrial. Our future
7 land use on site is mixed-use urban.

8 This is the 2013 aerial map of the site.
9 This is a map indicating the national wetlands
10 inventory layer showing wetlands on site.

11 This is a map of the 2500 foot mailing
12 radius the postcards were sent out to. This is
13 the public hearing sign. Original posting, it
14 fell over in the weather. It's telling when --
15 it's tied to the street sign to hold it up.

16 This is just a photo of the site entrance.
17 And this is another photo looking east on
18 Massachusetts showing the sign, and that's the
19 mailbox that was being referred to.

20 And this is the site plan. This is the
21 one that was involved with the denial. This is
22 one that was submitted with a September date
23 that I circled in red. And I have all these --
24 we can zoom in on on the pdf.

25 And Mr. Dunaway is correct. With an

1 appeal, we don't go ahead and do findings ahead
2 of time. We just basically do a background of
3 the case and the criteria.

4 THE CHAIRPERSON: Is that okay with you,
5 Counselor, if we let staff proceed with the --

6 MR. DUNAWAY: Oh, yes, sir. Absolutely.
7 We prefer that.

8 THE CHAIRPERSON: Generally we just go
9 ahead with applicant's opening and then --

10 MR. HOLMER: Okay.

11 THE CHAIRPERSON: And go from there.

12 THE CHAIRPERSON: Would you like to make
13 an opening statement, then, or your client?

14 MR. DUNAWAY: Yes, sir. No; we'd take
15 that opportunity, if we could.

16 If I may ask a note of procedure, Mr.
17 Chairman, does this end the staff's presentation
18 of the evidence on this matter, or would they --
19 I mean, do they want to go after we go and call
20 witnesses? How would the board prefer? Because
21 I want to do it the way you --

22 MR. HOLMER: I mean, it's a quasi-judicial
23 hearing. It's not as formal. We can follow the
24 usual plaintiff/defendant, et cetera.

25 THE CHAIRPERSON: The usual procedure is

1 for y'all to make your -- make your
2 presentation, and then followed by staff's
3 findings, and then there will be discussion and
4 questions.

5 MR. DUNAWAY: Yes, sir. Perfectly
6 acceptable.

7 If I could, though, before I start with my
8 presentation, because we were provided with the
9 package that is publicly available, but that
10 package is different than just the view of the
11 slides, so I would be happy -- I would be -- it
12 would be helpful for me to understand what that
13 was that was included in the evidence that you
14 accepted, the staff report. And would that be
15 different from that that was provided on the
16 link that's publicly available?

17 MR. HOLMER: Right. The PowerPoint is
18 just a cleaned-up version. There are some
19 documents in there that I was going to show the
20 board and zoom in on the criteria.

21 MR. DUNAWAY: Right.

22 MR. HOLMER: That they're going to need.
23 I have the package. Sorry. The mouse doesn't
24 work so good on this.

25 MR. DUNAWAY: Mr. Chairman, I only asked

1 this so that I can understand what my -- how to
2 tailor my presentation.

3 THE CHAIRPERSON: Sure.

4 MR. HOLMER: Here we go. This will be the
5 link. The web page. Once again, there are the
6 maps.

7 MR. DUNAWAY: Right.

8 MR. HOLMER: Zoom in. There's the letter.

9 MR. DUNAWAY: Okay. Good. And so that's
10 part of the package.

11 MR. HOLMER: Oh, yeah. Yeah. Yeah.
12 Absolutely.

13 MR. DUNAWAY: Okay. Just making sure.

14 MR. HOLMER: Here. Let's go through --
15 would you like to -- do you want to go through
16 the whole thing?

17 MR. DUNAWAY: If we could, yeah, what the
18 board was presented as a package.

19 MR. HOLMER: Absolutely.

20 MR. DUNAWAY: So we know what's in
21 evidence already.

22 MR. HOLMER: Okay. So we have the letter
23 from Mr. Dunaway. We have the proof of
24 ownership. Articles of incorporation. We have
25 the deed.

1 MR. DUNAWAY: So we do have the
2 compatibility and locational criteria analysis.

3 MR. HOLMER: Yes, sir.

4 MR. DUNAWAY: Okay.

5 The traffic report.

6 MR. HOLMER: Traffic report.

7 This is the receipt.

8 MR. DUNAWAY: Right. This was the payment
9 of the \$682.60 appeal fee.

10 MR. HOLMER: Yes, sir.

11 MR. DUNAWAY: Following the \$859
12 application fee.

13 MR. HOLMER: Oh, the DRC, yeah.

14 MR. DUNAWAY: Right.

15 MR. HOLMER: This isn't the best version
16 of Adobe to work with. Do you want to . . .
17 Okay. This is -- what we're working with here
18 is the site plan that was submitted. It's going
19 to be a little bit difficult to see on
20 eight-and-a-half by eleven paper. That's what I
21 said: We've got the digital version we can work
22 through.

23 MR. DUNAWAY: Right.

24 MR. HOLMER: And this has all the pages,
25 the plan.

1 MR. DUNAWAY: So just for clarity, those
2 pages are the scanned versions of the full-size
3 plan that we submitted to the staff as part of
4 the Landmark Engineering site plan.

5 MR. HOLMER: Yes, sir.

6 MR. DUNAWAY: All right.

7 MR. HOLMER: Those are the ones that are
8 on the county files, once again the September --

9 MR. DUNAWAY: Right.

10 MR. HOLMER: -- plan.

11 MR. DUNAWAY: With the notes and the
12 information there.

13 MR. HOLMER: Yes.

14 MR. DUNAWAY: So that -- and that's
15 everything?

16 MR. HOLMER: That should be the last page.
17 It is. Yeah. The last document is going to be
18 the page after this, which is going to be . . .

19 MR. DUNAWAY: Okay. That's fine. This
20 is --

21 MR. HOLMER: C-1, I think.

22 MR. DUNAWAY: This would be a good
23 place -- if we could keep this on the screen
24 with this as the -- with the site plan that
25 we've drawn up, that's -- no. That other one.

1 MR. HOLMER: The next one?

2 MR. DUNAWAY: Yeah, the next one. It
3 should have . . .

4 MR. HOLMER: Computer's running a little
5 slow.

6 MR. DUNAWAY: Yeah. Understood.

7 It's actually the first one. I mean,
8 well, that's the first one. Then there's -- it
9 would be the one that shows the location of the
10 site. That's okay. It's going to be that one.
11 This is going to be the last. I think this is
12 it. Nope.

13 MR. HOLMER: Oh.

14 MR. DUNAWAY: Go up. That's it. That's
15 it.

16 Mr. Chairman, with your permission, may I
17 address the board from my seated position at
18 table or would you prefer that I address from
19 the podium?

20 THE CHAIRPERSON: I believe if we don't
21 have you at the podium, it won't record.

22 MR. HOLMER: He has a microphone.

23 THE CHAIRPERSON: Oh. That will work.

24 MR. DUNAWAY: And we have a court
25 reporter.

1 MR. HOLMER: Button's on the bottom.

2 MR. DUNAWAY: Okay. So we have a
3 microphone that's on.

4 So with your permission, Mr. Chairman

5 THE CHAIRPERSON: Please.

6 MR. DUNAWAY: Thank you, Mr. Chairman.
7 Mr. Chairman, as is indicated, and members of
8 the board, we're here on an appeal of the staff
9 decision of a denial of the DRC for a permit
10 essentially to have a use of this HCLI, heavy
11 commercial, light industrial property,
12 approximately a little over eight acres.

13 And the use that we are asking was simply
14 so that it be residential. And those
15 residential are housed in temporary structures.

16 This is a homeless area. Let's make no
17 bones about what we are and what Sean's Outpost
18 has been doing for the last three to four years.

19 Let's just start, go back to the beginning
20 of the acquisition of this property by Sean's
21 Outpost, my client. This is an enterprising
22 group of people who came into the opportunity to
23 purchase this heavy commercial, light industrial
24 zoned area, which, as the Chairman knows, having
25 visited, and as you've seen from the aerials, is

1 at the bottom of Massachusetts, the lowest
2 point, as the -- essentially, the series of
3 drainage canals that connect with old burrow
4 pits, come through that area draining out,
5 essentially, everything north from Marcus Pointe
6 all the way down.

7 So a large percentage of the property --
8 and you can see from the aerial almost half of
9 it, that is the easternmost half, is underwater.
10 I mean, it's a swamp. It's wetlands. And it's
11 actually active standing water.

12 And so the upland area is a smaller area.
13 Now, you have seen and you will note that from
14 your -- the aerials, that the property is an odd
15 shape. It would have been a nice -- I don't
16 know that it's a square, but let's call it a
17 four-sided parallelogram, so it would have
18 evened up, but you see this odd thing that
19 sticks out of it.

20 This was formerly ECUA property. There is
21 an ECUA former -- an old lift station here, that
22 as you can imagine in -- it's a low area.
23 Gravity works. You have to move things uphill.
24 There was a lift station here.

25 That was replaced. There's a large -- and

1 you'll see that it's transecting across the
2 property. It's a large easement area that runs
3 across, and there's a main ECUA access to keep
4 that pipe flowing. Yeah, Mr. Holmer's got it,
5 or whoever's operating that is showing that
6 correctly.

7 So ECUA owned that odd piece, that you see
8 that it juts out on the western side. And
9 there's been past uses of the property, but
10 mainly there was -- there's an old pad. There
11 were several trailers, and there were some folks
12 that -- that lived out there, but mainly the
13 purpose of it was as an ECUA.

14 From Massachusetts on that western side --
15 and you'll see this area. And if I may, I'm
16 referring -- Y'all are not going to be able to
17 see this, but if you're talking about the
18 westernmost -- you'll look at your -- at your
19 drawing, you'll see what looks like a road.

20 That connected back. It was a dirt road,
21 and it was the access that ECUA used off of, and
22 you could go both from Massachusetts, and you
23 could go all the way into -- and it connected to
24 what was the backside of the neighborhood there.

25 I don't know if that -- it actually comes

1 out -- I believe that to be Amazon Drive, but
2 that was a routine dirt road and -- where you
3 came and accessed it.

4 So Sitocia acquired this property, had
5 plans for development and for improvements. And
6 in the meantime, as those plans were being
7 formulated and funds being raised, started to
8 allow people who were being run out -- who had
9 been run out, trespassed off of other areas of
10 either private property or public right-of-ways.

11 If you're not familiar with the process,
12 the last count in Escambia County was about 859
13 active persons who are living on the street.

14 Now, you probably would be surprised to
15 know that in Escambia County School District,
16 the school district indicates and counts 2,000
17 school-age children who are classified as
18 homeless.

19 Their definition of homeless is different
20 than the homeless count. Their definition of
21 homeless is those who don't have a more
22 permanent structure. They could be
23 couch-surfing or living with aunts or uncles or
24 friends. But when I talk about the count that
25 the Escambia Coalition does of homeless, we're

1 talking about actual people on the street.

2 So we know in Escambia County we don't
3 have enough beds for people who do not have
4 permanent shelter. And so, nevertheless they
5 exist.

6 You probably don't often see those camps
7 but they exist. And when I talk about a camp,
8 I'm talking about a structure: A tent, a tarp,
9 a lean-to, a shelter, a bridge, those kinds of
10 things that provide some temporary shelter.

11 So Sean's Outpost began to allow, when
12 they were called -- and they would get calls
13 from either the Sheriff's Department or the
14 emergency rooms or other emergency-type
15 situations, crisis shelters, and there would be
16 someone who had no place to go.

17 So Sean's Outpost had eight acres of
18 commercial -- heavy commercial, light industrial
19 zoned property. And they said, "Well, you can
20 be here because we won't run you off. You can
21 stay here."

22 And so over the years, and we -- Sean's
23 Outpost has been operating this for -- well,
24 certainly for the last three years. This
25 process started, and it allowed for a central

1 location which someone could stay who would not
2 be violated. They couldn't -- the sheriffs
3 wouldn't be rousting them because, of course,
4 they had permission to be on the property.

5 Then the question became: Well, what is
6 the status of persons who are living on property
7 with permission in temporary structures?

8 And in 2014 the county decided, through
9 Code Enforcement, that the status was a status
10 that they would not permit, and there was a code
11 violation for temporary shelters.

12 That process went through the special
13 magistrate process. The special magistrate
14 found that there was not a violation. That code
15 violation was dismissed, and the process went
16 even -- and was upheld.

17 So the process -- the use of the property
18 continued its conforming way, with a shelter
19 area: Again, tents, tarps, temporary shelters
20 for a small number of people that Sean's Outpost
21 gave permission and allowed to be there.

22 Now, this population is not static. There
23 are people who come. They're in crises. They
24 spend some time at Sean's Outpost. They find
25 other places, whether that's permanent or

1 whether they move out.

2 Some work. Some do not work. Some have
3 medical issues. Some don't. The process is a
4 fluid process. Sean's Outpost, essentially
5 through Michael Kimbrel, who is sitting here to
6 my left, manages that. It's an active
7 management.

8 The county has been provided, and I hope
9 that you have had -- and if you don't, at the
10 end I'll make sure that you get -- we admit into
11 evidence a detailed operating manual. The
12 county asked for, and we provided that, a
13 detailed operating manual of how this process
14 works. We provided that.

15 It's an active process. The Sheriff's
16 Office knows -- they know who to contact. They
17 know how to get in touch with Michael to respond
18 very, very quickly.

19 The Health Department early on in the
20 process with the 2014 violation was very much
21 involved in this process because, as you may not
22 know, camping . . . that is what this most
23 resembles. It most resembles a campsite, a
24 camping area.

25 Camping in the State of Florida is

1 permitted not by the county but by the State
2 Department of Health. They issue permits for
3 camping and for RV sites.

4 As you know, an RV site is also an area
5 which has some level of improvements which
6 allows both temporary structures, in the form of
7 motor homes or pull trailers or tents. Most RV
8 sites do have tent facilities.

9 And so this facility, as we started
10 looking at what we needed or might need to do
11 from county permission to continue, we looked at
12 the concept of camping.

13 We applied. And when I say "we," I'm
14 talking about Sean's Outpost. I've been
15 representing them since this started, pro bono
16 to try to help them get through this process.

17 We submitted an application for a camping
18 permit, a campsite permit to the State
19 Department of Health. That process goes through
20 a local -- there's a local county department,
21 and then it goes on up to the state.

22 After years of evaluation back and forth,
23 meetings, discussions, trying to figure out is a
24 homeless camp camping, is camping regulated, how
25 are we going to do it, the State Department of

1 Health ultimately ruled -- and this is in a
2 letter of March 22, 2016, a copy of which I'm
3 going to submit to you in evidence, which
4 indicated -- and you'll have a copy, but I'm
5 going to just read.

6 "Your client does not need a license from
7 the Florida Department of Health to continue
8 operating as is currently occurring. Our
9 inspections have not discovered any insanitary
10 [sic] conditions."

11 That was a concern, obviously, when you
12 have a group of people who are living outside,
13 what are the sanitary conditions, a legitimate
14 concern for both Sean's Outpost, the residents,
15 and of course the county.

16 And so as part of this process, we had
17 actually contracted and we were paying for the
18 County Health Department to date -- actually, it
19 started as weekly inspections and moved on to
20 monthly, and then they got progressively more
21 time in-between because they were coming out and
22 inspecting the property and making sure and
23 pointing out and helping us as we first started
24 up, on what the sanitary conditions were.

25 And ultimately what the stable condition

1 is and has been for many years is that there are
2 three portable pot -- portalets that you see,
3 like at parades, and those kinds of things, and
4 a washing station, a hand-washing station that
5 are there.

6 Those are serviced by Sean's Outpost,
7 weekly service, and taking care of them.
8 They're sanitary. And that process was part of
9 that inspection with the Health Department.

10 So that, again, the letter states, "As
11 currently operated, Sean's Outpost is not
12 included in the facilities that the Florida
13 Department of Health licenses."

14 That is, they determined it was not, in
15 fact, a recreational camping. And that became
16 an important concept. I won't go into the whole
17 thing. We spent a year talking and debating and
18 agonizing over what is a recreational camp.

19 Ultimately it came down to because we
20 weren't a facility, that if you drove in off the
21 street pulling a camper and paid us \$14, you
22 could stay there because that's not how Sean's
23 Outpost operated, so the State Department of
24 Health said, "It's not camping, recreational
25 that we license. What you're doing there is

1 fine, and it's not something that we license."

2 So that put us back into the county
3 process. And we had I don't know how many
4 meetings, so we had a lot of meetings with the
5 county. And the ultimate question was: What is
6 it? What do you want us to do? What -- help us
7 craft an application for the use that we are
8 doing that you can evaluate under the Land
9 Development Code and get to an ultimate position
10 of permitting.

11 And then they said to us, "Well" -- and
12 rightly so -- "Well, what do you want to do?"

13 And we said, "Just what we're doing. And
14 we just want to keep doing what we're doing."

15 Because in the ensuing years, the ideas
16 that -- and, of course, these ideas are not --
17 are not gone, but they're not in a position --
18 Sean's Outpost is not in a position to execute
19 on it. The ideas of building a grand, you know,
20 bathhouse with a commercial kitchen facility and
21 an enclosed area, I mean all of those are plans
22 that we would love to bring forward and go
23 through that process.

24 And that process is very well understood.
25 If you're building a building and you're going

1 to execute and put some real permanent
2 improvements on it, everybody knows how to
3 evaluate that. The county knows how to
4 evaluate. We know how to do it. The engineers
5 know how to do it.

6 But that's not what the plan is. What the
7 plan is, is simply allow the continued
8 residential use in the way that we have been
9 doing it compatibly for these last many years.

10 And the county said, "Well, you got to
11 tell us what that is because we can't evaluate a
12 concept."

13 We said, "Okay. And we'll pay the
14 application fee, \$859, and we'll write down on
15 it what it is that we want to do." And
16 essentially it is we want to do the same thing
17 that we've been doing.

18 And they said, "Well, show us what that
19 looks like."

20 And we said, "Well, you know, there's some
21 areas out in the uplands where people reside.
22 Sometimes they reside where that -- one of those
23 boxes are, and, you know, sometimes the wind --
24 we have a storm like we just had, and, you know,
25 that blows down.

1 "And so when they set it up, it's five
2 feet over to the other side or sometimes it's,
3 you know, around the corner. But it generally
4 is an area in which someone puts up a tarp
5 and/or a tent, and they end up being a resident
6 there for a period of time." That's what it is.
7 That's the use. It's nothing more complicated
8 than that.

9 So then the question: Well, how do you
10 get to it? Well, again, as you saw, this
11 odd-shaped process, it looks like that you
12 can't, but you -- and this took another six
13 months to figure out, but finally realized that
14 you'll see that what looks like -- it's actually
15 a spike strip, but you see that strip that goes
16 off? There was a drainage. It's in the top
17 right corner. You know what I'm talking about?
18 Yeah, right there.

19 So that strip -- run that up and down.
20 That connects the larger square. That goes --
21 juts out towards Massachusetts. Yeah.

22 So that actually is a part of the ECUA --
23 the former ECUA parcel, but Sean's Outpost, the
24 property owner of the larger parcel, has an
25 easement across that as part of its deed;

1 therefore, has access across it, on it and
2 through it for its use.

3 So what you see as labeled on your
4 document as the "dirt road," that quite
5 literally is a road that was created when Sean's
6 Outpost lost the use of the ECUA parcel.

7 And so how that came about was, after,
8 again, endless discussions and negotiations with
9 the ECUA, I finally convinced them to excess
10 that property because it is the good upland
11 property for this parcel. It's where the
12 majority of the good high ground is in this
13 parcel.

14 ECUA wasn't really using it, and so they
15 said, "Okay, we'll excess the property." And so
16 it went through the public process of excessing
17 property. And at the bidding, Sean's Outpost
18 was outbid and someone else bought the property.

19 You know, there's only so much money that
20 nonprofits have. And that process ended up
21 going -- and that property went to someone else.
22 So when that -- when that was cut off, when we
23 were not able to utilize that property -- if
24 you'll show the members, you'll see along the
25 western property line, our -- Sean's Outpost

1 property line, as part of the attempt to be, you
2 know, good neighbors here, there was a board
3 fence. It's just inside the line.

4 It's the zeros and the tacks. You'll see
5 that's the fence. So there is a -- there is a
6 board fence that was installed and paid for,
7 permitted and built along that boundary that
8 separates the road, the access road, from it,
9 from the property.

10 And so from that, once we couldn't enter,
11 which was where you entered the property, was
12 about right there where that wooden gate was,
13 that's where you entered the property from the
14 former ECUA access road.

15 Once that was -- we didn't have access, as
16 the Chairman correctly pointed out, the posted
17 signs on the gate there along Massachusetts, if
18 you go back up, we had to have a new way to get
19 into the property.

20 So if you'll go up just a little bit.
21 Yeah. Right there. Stop. So that's where you
22 come in. It's about -- it's near where the
23 mailbox is. You just come onto the property.

24 The property is -- it landlocks the
25 property that was the former ECUA. There's no

1 access to the former ECUA property right now,
2 except that you go through someone else's
3 property.

4 So you can't access that property from
5 either Massachusetts, nor can you actually
6 really legally access it from the south, so you
7 can, of course, because Mr. Grimes, who you
8 probably will hear from a little bit later.
9 Since he is one of the property owners, he can
10 access it from his lot because he abuts it from
11 the back side.

12 But in any event, it doesn't have public
13 street access that wouldn't go through either a
14 developed lot or someone else's property, like,
15 for instance, Massachusetts through either ours,
16 or potentially the county owns a park there just
17 to the left, and I use that word loosely.

18 It's a triangle strip of property, which
19 mainly is used for a sheriff car, you know, just
20 monitoring Massachusetts, so it's not -- it's
21 not actually a developed part.

22 The point being is that, as you can see,
23 we do have access, and that is the dirt road, so
24 what we ended up starting to do is to get back
25 there and to, you know, get food and stuff. We

1 just drive down this little dirt road.

2 And when I say "dirt road," I refer to
3 what I would call, you know, a pig trail. I
4 mean, that's how it started. Started as a path,
5 and then it's a dirt road. But it crosses the
6 easement area.

7 You'll note that that easement area
8 doesn't go to -- all the way to the end of our
9 property boundary, so there is a -- you could go
10 around it, but that's underwater. I mean,
11 that's -- that's out into -- into the water area
12 there. Okay.

13 So that's the process, and that was the
14 background on that acquisition. Obviously that
15 acquisition made the plans for development and
16 everything change in a big way, as did the issue
17 of money.

18 And so, again, we were back to the county.
19 And we started in earnest earlier this year, the
20 first of this year. And the reason we started
21 in earnest is because the county issued another
22 notice of violation on a code enforcement.

23 And they said once again, essentially,
24 your use is unpermitted. It's an unpermitted
25 use.

1 And so we started meeting with them. We
2 met with staff here at this level, all the way
3 up to the administrator level.

4 And I want to thank the staff. We worked
5 very closely because we recognize what we were
6 doing is different. I mean, I assure you there
7 is no permitted homeless camp in the county. It
8 doesn't exist.

9 There's not another similarly situated
10 property that is not an RV park, a camping
11 facility. The closest thing would be the Alfred
12 Washburn Center, but there's no residential
13 overnighting there.

14 And then, of course, the next closest,
15 which is not really comparable, but would be
16 like a Waterfront Mission, a fully developed
17 site in which there is overnight dormitories.

18 But the Waterfront Mission looks more like
19 a UWF dormitory than it does a homeless shelter
20 in the -- in the nature of what Sean's Outpost
21 is. Sean's Outpost is actually -- would be more
22 comparable to, you know, the camps either on --
23 on the scenic bluffs or the old Trillium site
24 before that was developed and those folks were
25 run out, or along the Gullian Yard FDOT

1 right-of-ways, and endless numbers of camps that
2 I could mention to you that we don't in public
3 forums.

4 The point is that we worked very closely
5 to try to figure out what it is that we are
6 trying to do. And we finally settled in on the
7 situation that we have and the presentation that
8 we made ultimately to the DRC.

9 And that was, we simply want to exist. We
10 simply want you to permit the existing use.
11 We're not building anything. We're not making
12 any alterations to the property. We're not
13 putting in any improvements to the property,
14 that is, structural improvements.

15 It simply is property that Sean's Outpost
16 owns that Sean's Outpost has graciously given
17 permission to a handful of folks who don't have
18 other permanent locations to be, so that they
19 can exist in this county without getting run
20 off, trespassed in the middle of the night or
21 roused out.

22 So the application. Let's focus on that
23 and what we were looking at. The application
24 that was submitted, and it -- Mr. Holmer, was
25 the application the April 5, 2016? Was that

1 part of the board package? That would have been
2 my letter of April, along with the development
3 review application package.

4 Mr. Chairman, while Mr. Holmer is looking
5 for that, I'll just briefly go through.
6 Essentially what we applied for and what ended
7 up being agreed to, was we would submit a site
8 plan, a minor site plan application for
9 approval.

10 Yeah, that's the October 27th.

11 And so on April 5, 2016, we submitted that
12 application under my two-page cover letter. And
13 the full project information form filled out was
14 attached, and all of the criteria that was
15 stated in the development review application,
16 certification process, along with site plans was
17 submitted to staff.

18 And as Mr. Holmer correctly pointed out,
19 there was a back and forth. And you're familiar
20 with that back and forth with an applicant and
21 the staff, on trying to get a plan.

22 The staff said there was some details that
23 we needed. That resulted in the operating
24 agreement being -- the staff was concerned
25 about. How are you going to operate it? And so

1 there would be -- operating plan was submitted.

2 There was -- You know, what about
3 compatibility? That's why the compatibility
4 analysis -- that is part of your package.
5 That's why we had that. Compatibility analysis.
6 We got that.

7 We went through the process with all of
8 the staff members at the DRC. Joe Quinn
9 testified from fire safety. Pointed out there
10 was some minor issues, including some signage
11 and the need to have some fire -- fire
12 extinguishers. No problem there.

13 Rosa Stephanel testified, and she talked
14 about the need for stormwater ponds, if you had
15 any impervious surfaces that were going to be
16 out there. And in that regard, the only
17 requirement for stormwater would be is if there
18 were a requirement for a paved access road.

19 We weren't proposing a paved access road.
20 We get down there fine with the dirt road. The
21 service -- the only actual truck that actually
22 has to go down there, large truck, is the truck
23 that services the porta-potties, and it's been
24 going down there for years. Every week it goes
25 down there. It has no problem.

1 And we submitted a letter from the
2 Containers, Inc. that we pay every month for
3 them to service the porta-potties that stated
4 that. We get down there fine.

5 And as I mentioned, Mr. Williams testified
6 and he said the analysis compatibility and
7 locational criteria needed to be submitted,
8 which we did. And we met that.

9 So the final thing was Mr. Jason Waters
10 who testified -- and he was with the county
11 access management. And he opined at the very --
12 at the DRC that an access -- a paved -- no. An
13 improved access road would be required to be
14 built from Massachusetts all the way back to the
15 porta-potties.

16 We said, "Well, why? Because we don't
17 need a road. And the cost of paving a road back
18 there is prohibitive because we don't have any
19 money, and we won't be able to meet that
20 criteria."

21 And so this was -- we had gone back and
22 forth over the summer. We thought we had
23 actually reached an agreement with the county by
24 which they said, "Okay. Well, if you'll just
25 improve the apron because we don't want to bust

1 up Massachusetts when you pull over -- off on
2 Massachusetts, which is actually in the county
3 right-of-way.

4 And actually, the bigger trucks -- the
5 trucks that pull off and on there are, you know,
6 both -- as I said, the sheriff's car that parks
7 there in the park area, and -- and any ECUA
8 trucks that pick up the garbage because, of
9 course, we have garbage collection.

10 But in any event, we said, "Yeah.
11 Absolutely. We'll make an apron," you know,
12 like you do with a driveway coming onto a road.
13 But really, we don't need the road all the way
14 back there.

15 But at the DRC, Mr. Walters, Jason, said,
16 "No. Per our design standard manual, 2.2, we
17 believe a road is required. Road's required."

18 And I cross-examined him. And I -- I
19 appreciated his candor. And in any event, he
20 said, "It's required." And so at the DRC we
21 said, "You know, okay. I mean, you know, you're
22 the one to tell us what are the requirements."

23 We asked -- we said, "Well, issue the
24 permit with the condition that we have to build
25 a road," and then -- and the point being is

1 that -- because, as you know, we're not
2 operating -- we're not doing this process in a
3 vacuum; right?

4 We have already had the code enforcement
5 magistrate hearing, at which point we went to
6 the code and magistrate this time, and we said,
7 "We're -- Absolutely. I mean, we do not have
8 county permission to do this use. We don't have
9 that permit. If a permit is required, we don't
10 have it."

11 And the magistrate said, "Well, what are
12 you doing about that?"

13 And I said, "You know, well, we've been
14 working with the county for years to try to get
15 that. And we've had the application already
16 submitted, and we're going through the process."

17 And the magistrate said, "Okay. Well,
18 that's what I would require you to do anyway, to
19 go get it. And so keep working. Get the
20 process. And if you get the permit, great.
21 This is all over. And you pay the \$600 that,
22 you know, cost to do the hearing. And if you
23 don't get it, then -- and all your appeals run
24 out, well, then, you know, 90 days after that,
25 you're just going to have to get off."

1 And so that's where we are. I mean,
2 that's the process we are. We went to the DRC.
3 They said "No." We're appealing to you.

4 Now, to the issue of the appeal. Why are
5 we appealing? Well, we're appealing to you
6 because, one, we want permission to do what
7 we're doing. That's the main thing.

8 Two, what are the reasons, the legal
9 reasons we're appealing? Well, we believe
10 because the county hadn't -- that the staff
11 should have, under the criteria, issued the
12 permit, because, as you know, for a permit to
13 issue, well, the applicant simply must meet the
14 objective criteria laid out in the Land
15 Development Code.

16 The objective criteria in the Land
17 Development Code for residential use are very
18 easy. I mean, that's not -- it is not a
19 difficult process.

20 We met and went through every objective
21 criteria that the county asked us to do: Made
22 the application, submitted the information,
23 provided the site plan. In fact, a minor site
24 plan, as you know -- you've probably seen some
25 on appeal -- I mean, all you have to do is

1 actually really just do a kind of a neat sketch
2 on a notebook paper.

3 I mean, you don't have to go through all
4 this process for -- Again, this is a minor site
5 plan. We're not asking to build anything, and
6 no engineering.

7 But we went through that process:
8 Engineering drawings, legal surveys, wetlands
9 evaluation. We did a -- Wetlands Sciences did a
10 pull-up wetlands evaluation, a protective tree
11 protection. We went through all of those -- all
12 of those points.

13 And we submitted all of that information.
14 And in the end, it came down to, we think, but
15 that's what I'm hoping we'll get some clarity
16 today, we think that it was down to the DSM 2.2
17 on the road.

18 And yet we said, "Okay, Jason. You say a
19 road's required. Well, then issue the permit
20 conditioned on us building the road."

21 I mean, staff issues permits with
22 conditions all of the time. Conditional permits
23 are issued all the time. I mean, I dare say no
24 permit gets issued or very few permits get
25 issued without some condition. So we simply

1 asked them to do that.

2 And then, of course, obviously that would
3 allow us to, one, continue; two, get out from
4 under the code enforcement magistrate's
5 situation; and also then go raise money, so
6 potentially build the road. I mean, you know --
7 and we'd have that time. As you know, when a
8 permit's issued, you have a certain amount of
9 time to build it. So that was the plan. That's
10 what we would do.

11 In fact, after the hearing, Mike received
12 several calls from folks that go, "I got
13 gravel." I mean, maybe we can actually do this.
14 Maybe we can pull it off. It will be amazing.

15 But we said, "Listen, just issue it so we
16 can get moving and we can do it."

17 But the county said -- and Mr. Jones is
18 here. He will be able to testify to that. But
19 he said no because it wasn't on your site plan.
20 We can't approve it.

21 Well, again, members of the board, we
22 didn't want to build a road. You know, the
23 road, if we were required to build it, it would
24 be built where the dirt road is. There isn't
25 any other place to build it. There's no other

1 way to get around.

2 We don't own the property to the west.
3 There's water to the east. And the road's where
4 the road -- the only place a road can be.

5 So, you know, but for the fact that that
6 says "dirt road," as opposed to gravel road or
7 asphalt road, or whatever else, the road is on
8 the site plan. It's right there before you. So
9 that's where it would have to be.

10 In any event, if the county wanted it
11 somewhere else, issue the permit and say, "Build
12 the road -- you know, conditioned on the
13 building of a road, you know, a permanent road
14 in some other fashion."

15 So that's where we are. We believe under
16 the standard that you have here that -- and
17 permit to be issued, the applicant must have met
18 the objective criteria of the Land Development
19 Code for the issuance of a permit.

20 We believe we met that. We believe, then
21 also, under the Irving standard of the Supreme
22 Court, that once we've met that burden, it is
23 incumbent upon staff and/or those who oppose the
24 issuing of the permit to prove that, in fact,
25 the issuance of the permit would be adverse to

1 the public. Adverse to the public. And that's
2 a very detailed description, and we will go over
3 that in summary.

4 But in any event, there has been no
5 indication -- then the best indication of the
6 fact that it's not adverse is we've been doing
7 it for four years. We've been out there. We
8 are peaceably coexisting with the neighbors.

9 Now, I know because I have been at every
10 hearing and I have -- there are diligent, good,
11 hardworking citizens who live in the Mayfair
12 neighborhood who oppose a homeless camp next to
13 their residential neighborhood. I get that. I
14 understand the argument. I understand the
15 concern, and I understand their frustrations
16 with the fact that this process has taken a long
17 time.

18 But I tell you, board members, there is no
19 other group, no other homeless shelter camp
20 process that's been doing as hard a work as
21 Sean's Outpost has been and has gone through the
22 county approval process more diligently than
23 this group.

24 We have been re -- turning every possible
25 way of moving this process forward. And if it

1 is that we cannot have a piece of property in
2 Escambia County in which an owner can say to an
3 individual, "Hey, you can stay on my piece of
4 property," and the county says, "No, you can't,"
5 then we are in a bad situation as far as the
6 county goes.

7 Now, I acknowledge and understand that the
8 county staff has indicated and will say it's not
9 about the status of the people who are on the
10 property. It's not that we're opposed to
11 homeless people. We're not opposed to homeless
12 people. You just have to follow the code.

13 Well, members of the board, we believe we
14 have in every way fulfilled the objective
15 criteria presented throughout this process to
16 have and issue -- to have the county, the staff,
17 issue us a permit.

18 And if that permit must have conditions
19 based on criteria which they believe to be
20 controlling, with all due respect, they should
21 issue it in that regard. They should issue it
22 conditioned on whatever those conditions and
23 requirements are.

24 They ought not just say "permit denied,"
25 and say "because you didn't put it on the site

1 plan," because again, this has been a fluid
2 process. This has been a fluid process.

3 This site plan hadn't looked -- didn't
4 look this way when we first submitted it. It
5 went through several iterations. I drew it with
6 pdf for a while, and then I would move the boxes
7 around, and then I would try to -- and then we'd
8 move the trees around. And then finally we got
9 a real engineer who did it. And we finally got
10 the whole thing. And we submitted it. And we
11 believe we've met it.

12 So we're here for you, as a board, a
13 citizen-appointed board in this county, to look
14 at this and say, "Did they meet the objective
15 criteria for issuance of a permit?"

16 And if that's -- if a road is required,
17 then with conditions. I mean, we would love for
18 you to issue the permit without the condition
19 because building a road's going to be expensive,
20 not necessary, invasive, mess up the -- but if
21 that's what it takes, issue the permit with
22 condition of the road. Issue the permit.

23 Because we believe we've met that
24 criteria. We believe we've met our burden. And
25 then we believe now that the burden shifts to

1 the county and those opposed to prove that in
2 fact the issuance of this permit would be
3 adverse to the public.

4 I would like to -- Mr. Chairman, that
5 would be concluding my statement and background.
6 I would like to have the opportunity to have
7 staff present their case, and then have an
8 opportunity to rebut, and then would reserve
9 some time for closing.

10 THE CHAIRPERSON: That would be the
11 standard operating.

12 And excellent presentation, Mr. Dunaway.

13 MR. DUNAWAY: Thank you, sir.

14 THE CHAIRPERSON: Board, any questions of
15 the applicants at this time?

16 MR. STROMQUIST: I'm going to question.
17 The access that you have now coming in, the
18 picture that we saw of it was dirt, a dirt road
19 access. How far does that dirt road access go?

20 MR. DUNAWAY: It's all dirt, sir.

21 MR. STROMQUIST: But does it go all the
22 way through the camp?

23 MR. DUNAWAY: Yes, sir. Yes, sir.

24 If you're -- and if --

25 MR. STROMQUIST: Well, looking at it on

1 this diagram, comes in and curves and then goes
2 down . . .

3 MR. DUNAWAY: Yes, sir.

4 MR. STROMQUIST: . . . to the bottom of
5 the property?

6 MR. DUNAWAY: Yes, sir.

7 MR. STROMQUIST: That is all dirt road
8 access?

9 MR. DUNAWAY: Yes, sir. Yes, sir.

10 MR. STROMQUIST: And it is there.

11 MR. DUNAWAY: Oh, yes, sir. Yes, sir.

12 There was -- there is a -- yes, sir. And I will
13 tell you that as you come around this corner and
14 this -- right in here, it literally -- it really
15 kind of peters out here.

16 This is kind of a plane of grass because
17 there's -- anyone that comes down, there's
18 only -- then the only -- the only access, really
19 truck that goes here, this is where the
20 portalets are, if you're following me.

21 You see? These are the three portalets.
22 And then the hand-washing station. This is
23 where they are. And so the truck, you know,
24 comes there, and he services the portalets.

25 And so, yes. And again, I don't want to

1 mischaracterize this road. I grew up on a farm,
2 and we call them turn rows, but a pig trail,
3 turn row, dirt road, tracks for two vehicles. I
4 mean, the track for a vehicle, you know, either
5 side, two tread going through the -- going
6 through the woods.

7 This is a -- if you can't tell from the --
8 from the aerial, this is a heavily wooded,
9 beautiful heritage oaks in this area. Some of
10 the prettiest trees, I think, probably in
11 Escambia County.

12 MS. RIGBY: I've got a question.
13 Actually, I've got two questions. First, we'll
14 stick with the road for a minute. When the
15 county indicated that they needed you to build a
16 road to meet the criteria, was there any
17 specificity as to how the road's to be built?
18 How wide the road is? What material is to be
19 used? Just you need a road?

20 MR. DUNAWAY: In fairness to staff, I
21 think they would probably say, you know, we rely
22 on the applicants to tell us about what they
23 want to do and build.

24 When we -- because we weren't trying to
25 build a road, we hadn't researched roads. But

1 they did indicate that it didn't have to be
2 paved. It could be rock and/or gravel.

3 MS. RIGBY: Right.

4 MR. DUNAWAY: And I'm fairly confident
5 that the design standard manual will indicate,
6 you know, what are the criteria and what are the
7 standards for building a road. I can't
8 articulate those.

9 What we were told is -- and I think that I
10 can quickly turn to it, but that . . . Okay.
11 All right. I can see -- I have staff reviewed
12 comments. I was going to pull out the staff
13 review, but here on the access manual . . .

14 In the earlier comments, there was no road
15 required. The road became a late-coming -- a
16 late requirement as we got closer to . . .

17 So what Mr. Holmer's has -- what Mr.
18 Holmer's has is the standard DSM 2.2, but what I
19 was going to say to you, I think it was
20 actually -- but I don't -- if the staff
21 entered -- do you have the staff comments that
22 would have been the last one which would have
23 had . . .

24 MR. HOLMER: The last access the one's I
25 just handed you.

1 MR. DUNAWAY: Oh, that was --

2 MR. HOLMER: E-mailed to the engineer.

3 That was Mr. Walter's final comments concerning
4 access.

5 MR. DUNAWAY: Okay. And so I'm quoting
6 for you -- this was Mr. Walters. He says, "An
7 all-weather surface will be required from the
8 south right-of-way on Massachusetts to the
9 proposed location of the portable toilets."

10 And then he also -- I actually, quite
11 frankly, hadn't realized this. He also says,
12 "Construct a five-foot concrete sidewalk along
13 Massachusetts." I don't remember that.

14 But -- I didn't know that, but in any
15 event, it was -- we understood it to be an
16 all-weather. It's not in the land -- I mean --
17 well, it's in the design standard manual, but I
18 never found it in the Land Development Code, but
19 I'll let staff work on that.

20 MS. RIGBY: And not -- not knowing the
21 particulars as far as the width of the road or
22 what have you, you agreed to putting a road in.

23 MR. DUNAWAY: I guess the simple answer to
24 that is yes. You know, it -- it -- it's a
25 challenge that we'll have to overcome, but to

1 not say yes would be -- I mean, we'd be over.

2 And we don't want to be -- we don't want it to

3 be over.

4 We want to do whatever we can to make this

5 work. If it -- if it is that absolutely a road

6 is required, you know, and they say -- they say

7 it is now. Again, I want to point out that it

8 wasn't required when we first started this

9 process. April comments from staff didn't

10 require a road. It only -- we only had to

11 require -- they started requiring the road very

12 late in this process.

13 MS. RIGBY: And by "requiring the road,"

14 it does not further require other things, such

15 as retention ponds or --

16 MR. DUNAWAY: Yes, ma'am.

17 MS. RIGBY: -- striping or --

18 MR. DUNAWAY: Yes, ma'am.

19 MS. RIGBY: -- or --

20 MR. DUNAWAY: As I indicated, Ms. Rosa

21 stated that -- and again this is why the road

22 was important and critical for us, you know, not

23 to have to do it, because if you put a pervious

24 surface on the property -- on the property, then

25 you have to account for stormwater runoff.

1 Of course, right now you have a dirt road.
2 There's no stormwater. Presumably gravel would
3 be . . . But what Ms. Rosa testified to was
4 that if a road is required -- and she did not
5 opine whether it was or not, but that if it were
6 required, there would be stormwater retention
7 and stormwater work that would have to be done,
8 again, something that is expense, engineering,
9 and further complicates the process.

10 And again, as I pointed out, road wasn't
11 requested. I don't think we need a road. We're
12 not doing anything other than what we're doing,
13 having folks who are down there.

14 The only truck that has to get down there
15 is the portalet truck. Containers, Inc. has
16 already submitted a letter that says, "We don't
17 need a gravel road to get down there. We're
18 doing fine. We're doing fine."

19 MS. RIGBY: And there was no discussion
20 from, like, the fire department or the police
21 department or emergency.

22 MR. DUNAWAY: Mr. Joe Quinn testified. He
23 was fire safety. And in his comments, the road
24 was not premised on the requirement of fire
25 safety, so Mr. Quinn gave us requirements for

1 what was needed. As I indicated, some signage,
2 some fire extinguishers, those kinds of fire
3 safety.

4 But he did not indicate on testimony with
5 the DRC that it was him who was requiring the
6 road. Mr. -- Jason testified that it was the
7 planning director who had directed the road.

8 MS. RIGBY: Okay.

9 MR. DUNAWAY: Per the Land Development
10 Code.

11 MS. RIGBY: Okay. Moving off the road for
12 just a minute, in order to understand the use of
13 the property, you had put together a detailed
14 operating manual.

15 Can you give us kind of a summary as to
16 how this operates, how . . . how does one -- how
17 are they allowed to live there? Is there a --
18 certain constraints that you can live there if
19 you do this, that and the other, or you can live
20 there so long, or you have to report in so we
21 know that you're there, or . . . Can you kind of
22 give us a summary as to how this operation
23 works?

24 MR. DUNAWAY: Yes, ma'am. Absolutely. Be
25 happy to do so. And, in fact, would like it,

1 with permission, to provide the clerk . . . So
 2 what I've handed to the clerk to be admitted
 3 into evidence, and without objection, I'd like
 4 that to be part of it, is the operating manual
 5 for the Sitocia Forest and how the process
 6 works. And this was submitted to staff.

7 But if I may, if I could have Mr. Kimbrel
 8 sworn and have him respond to your question,
 9 he's in a better position to do that because
 10 he's the one that they call, so if you'll swear
 11 Mr. Kimbrel.

12 THE CHAIRPERSON: Mr. Kimbrel, if you'll
 13 step to the mic and be sworn.

14 - - -

15 MICHAEL KIMBREL
 16 upon being duly sworn, was examined and
 17 testified as follows:

18 - - -

19 THE CHAIRPERSON: For the record, state
 20 your name and address.

21 MR. KIMBREL: My name is Michael Kimbrel,
 22 and I reside at 212 Frisco Road.

23 THE CHAIRPERSON: Thank you. All right.
 24 If you would synopsize the operating procedures
 25 for the area.

1 MR. KIMBREL: Okay. So anyone wishing to
2 reside on our property, we have an interview
3 process that they go through with me. And I
4 find out a little bit of their background.

5 I do a -- you know, a criminal background
6 check on them. And some of the criteria I look
7 for is people over the age of 50, women, members
8 of the LGBT community, and people that are
9 physically disabled.

10 Those four segments tend to be the most
11 underserviced in our community. And since
12 I've -- you know, we self-regulate at 15
13 residents currently, we are able to -- we choose
14 to assist those in most need.

15 And then once they get through the
16 interview process, and we find them a spot to
17 set up a campsite out at the property, they have
18 30 days of a trial period because there is a
19 potential that you can get past my interview and
20 then start acting a fool out at the property or
21 not get along with the other residents.

22 We have a handful of rules. The basic
23 rules are to keep your area clean. Since we
24 provide portalets and garbage pickup, there's no
25 reason for there to be garbage laying around, so

1 we do not tolerate that. There's absolutely no
2 violence. There's no drugs. All of those are
3 grounds for immediate termination off of the
4 property.

5 We do allow drinking, but we have a
6 no-belligerency policy, so, you know, if someone
7 has a couple of beers when they get back to the
8 camp, that's not a problem. But if they get
9 drunk and start acting up and causing problems
10 out there, they will be asked to leave.

11 So we ask that they, you know, respect one
12 another. We ask that if there's any issues,
13 that they try to resolve them themselves, but if
14 it cannot be resolved, I mediate the -- I come
15 out and mediate the situation. Then . . . I
16 mean, that basically sums -- sums it up. Do you
17 have any other . . .

18 MS. RIGBY: No. Whenever -- whenever they
19 choose to leave, do they tell you that they're
20 gone or do they come and go sporadically or once
21 there, do they stay a while? I mean . . .

22 MR. KIMBREL: Yes to all of the above. So
23 it varies. People experiencing homelessness all
24 experience it for different reasons. And what
25 it takes to get them out of homelessness is

1 also -- requires different amounts of time.

2 So we don't put a set time limit on
3 people, but we do -- we are constantly
4 encouraging them to work on getting out of the
5 situation that they're in. Permanency is not
6 what we look for.

7 But we have had people that have waited
8 over a year to get their Social Security
9 benefits so they can get into housing. And
10 sometimes you have to, you know, apply for a
11 birth certificate to then apply for Social
12 Security to then get a Florida ID before you can
13 get a job. And so sometimes there's a lot of
14 hoops to jump through before you can get
15 yourself off the streets.

16 We've also had people that have stayed out
17 there a week and gotten back on their feet
18 because they just needed a temporary respite.

19 MS. RIGBY: Right.

20 MR. KIMBREL: So . . . And then I've had
21 people that have left and stayed in contact with
22 me, so I get to get follow-ups on how they're
23 doing. And then I've had people that have left
24 in the middle of the night without telling me
25 and I've never heard from them again, so, I

1 mean -- so that's why I say yes to all of the
2 above.

3 MS. RIGBY: And then do y'all assist them
4 with getting back on their feet or do you give
5 them some direction? You know, go talk to these
6 people or go see these people, as far as
7 assisting them?

8 MR. KIMBREL: Yes. Yes, ma'am.

9 So we -- we depend greatly on other
10 organizations that focus on assisting in certain
11 areas. So if someone's needing Social Security
12 benefits, we help point them in the direction of
13 who they need to go talk to and -- and tell them
14 what they need, so that's part of the interview
15 process that I have, is assessing what their
16 needs are, and -- you know, and then point them
17 in the directions.

18 I sometimes help out with giving people
19 rides to doctors' appointments or, you know,
20 meetings with attorneys. You know, whatever it
21 is their need is, I try to help facilitate that
22 for them.

23 But there's a fine line between assistance
24 and enablement, so, like, we try to keep a good
25 balance there of -- of not enabling people to,

1 you know . . . to get -- get lazy with it.
2 Like, we -- we want them to continue motivation.
3 We want them to be empowered to get themselves
4 out of homelessness, not have me get them out of
5 homelessness.

6 MS. RIGBY: Right. And apparently you've
7 been, if you will, manager of the site for a
8 couple of years?

9 MR. KIMBREL: Since its inception.

10 MS. RIGBY: Since its inception. Okay.

11 MR. KIMBREL: Yes, ma'am.

12 MS. RIGBY: And . . . I guess that's all.
13 That's all my questions right now. Thank you.

14 MR. KIMBREL: You're very welcome.

15 MS. GUND: I've got a question. So the
16 little rectangular piece that's jutting out that
17 you don't own, you've got permission to build a
18 road through there?

19 MR. DUNAWAY: Yes, ma'am. We have legal
20 access across and through that property in the
21 deed, so we have an easement over that entire
22 strip from the -- if you were to square it off
23 at the -- you know, right there.

24 If you were to square off here, all that
25 whole strip, we have an easement over that

1 entire strip, so we just simply -- the road is
2 where it is because it's the first turn past --
3 there's a -- there was an old fence. Most of
4 the fence is still there. It's kind of fenced
5 off. But it's heavily bamboosed and heavily
6 vegetated. But, yes, we have -- we have access
7 over that.

8 Now, the property owner is -- has cleared
9 some of that strip because, you know, it's --
10 again, it's a nice wooded area, and that strip
11 takes you down to the water, the literal water,
12 not just the -- you can see where the wetland
13 marsh is at the very end of it, so. Fishing
14 path.

15 THE CHAIRPERSON: Any other questions of
16 the applicant?

17 MR. CASEY: I'm just curious. Does the
18 services that are provided, does that require a
19 business license?

20 THE CHAIRPERSON: You're directing it to
21 counsel?

22 MR. CASEY: To whoever.

23 THE CHAIRPERSON: Mr. Kimbrel, does it
24 require any licensing, I believe, is the
25 question?

1 MR. KIMBREL: Not -- not to my knowledge.
2 I don't believe so. And . . . I guess I need
3 to be mic'd.

4 Not to my knowledge. I believe the reason
5 it doesn't require licensing is because there's
6 no commerce taking place. I'm not charging any
7 of the residents to stay there, so because
8 there -- I'm not having them work for their stay
9 or pay me any money. There's no business
10 transaction.

11 MR. DUNAWAY: And Mr. Casey, if I could
12 clarify, was the question to the services of
13 providing rides and directing to Social Security
14 or was it directed to the issue the operating of
15 the camp?

16 MR. CASEY: Just in general.

17 MR. DUNAWAY: Yes, sir. And that was --
18 goes to the issue of what I was saying, that we
19 went through the licensing process through the
20 State of Florida. And that was the letter,
21 again, that we got that indicated that a license
22 was not required for that, that we were doing.

23 And, in fact, that's exactly what the --
24 what the letter says. And if I could -- and I
25 made copies. I'll provide a copy. Of course,

1 the staff has a copy of that.

2 But Mr. Chairman, with your permission,
3 I'll provide -- this is the letter that we
4 received. And I have a copy for Mr. Casey.

5 MR. CASEY: Thank you, sir.

6 MR. DUNAWAY: And that is the letter about
7 the license that -- permission that the State of
8 Florida says. And the indication was from the
9 Florida Department of Health, is that we did not
10 need a license.

11 THE CHAIRPERSON: Thank you. Is that it,
12 Jesse?

13 MR. CASEY: Yes, sir.

14 THE CHAIRPERSON: Are you okay?

15 Any other questions from the board? Any
16 question from staff of the applicant?

17 I'm sorry, Fred.

18 MR. GANT: Procedure -- procedurally, can
19 we -- can we call major hearsay -- hearsay at an
20 informal -- informal hearing -- hearsay accepted
21 in these proceedings?

22 MS. HUAL: It is at their discretion. If
23 you wish to entertain the testimony and how you
24 want to deal with it, whether you want to accept
25 it as evidence is up to you. And you'll judge

1 their credibility.

2 MR. GANT: Thank you.

3 THE CHAIRPERSON: Staff, any questions of
4 the applicant at this point?

5 MR. HOLMER: No. I was just going to
6 proceed with staff's opening.

7 THE CHAIRPERSON: If you'd like to make
8 your presentation, please.

9 MR. HOLMER: Sure.

10 MR. ROBINSON: Even though I'm abstaining
11 from the vote, can I ask questions? I have a
12 couple of questions.

13 MS. HUAL: You may participate. However,
14 you should disclose your conflict.

15 MR. ROBINSON: Okay. My conflict here,
16 why I'm not -- or why I will be abstaining has
17 to do with where I work.

18 We potentially have a relationship with
19 Sean's Outpost, so I have to abstain from voting
20 for that reason.

21 With regards to the road and cutting
22 through the easement, paving that road, will
23 that cause -- is that something that is going to
24 cause -- I mean, obviously it's an undue
25 hardship, paving the entire road.

1 But cutting through that other person's
2 property, is that something that's going to be
3 able to be done or does that open up a whole new
4 permitting and requesting and hearing process
5 for you?

6 MR. DUNAWAY: Mr. Robinson, in answer to
7 your question, I don't know what the engineering
8 difficulties will be. There will be engineering
9 challenges.

10 As you can see, that -- you know, that
11 road is running alongside that -- close to that
12 wetland line, so I don't know the engineering.
13 But I can address the legal issues, and that is,
14 we legally have permission across that entire
15 strip for access, for use.

16 We couldn't -- we couldn't -- we couldn't
17 do anything that would infringe on the use and
18 enjoyment of the strip for its property owner.
19 We do not own the fee, but it is burdened by an
20 access, by -- by an easement, which is the
21 entire -- that entire strip.

22 MR. ROBINSON: Okay.

23 MR. DUNAWAY: So we legally can build a
24 road over it. We're legally using it now, and
25 it wouldn't -- it would require coordination,

1 but it would not require another, I would hope,
2 lawsuit.

3 MR. ROBINSON: Okay.

4 THE CHAIRPERSON: All right. Staff's
5 presentation, please.

6 MR. HOLMER: Yes, sir. Thank you. Can we
7 swear in Mr. Jones, please.

8 - - -

9 HORACE JONES

10 upon being duly affirmed, was examined and
11 testified as follows:

12 - - -

13 MR. HOLMER: All right. Andrew Holmer,
14 Development Services Department.

15 So we're here today with an administrative
16 appeal. It's a unique thing that comes to this
17 board. Doesn't happen very often.

18 The standards that need to be met are
19 different from those that you see every month
20 with a variance or conditional use.

21 Something else I need to -- unusual. You
22 know, your normal variance case, you basically
23 have two sides. You have the county and you
24 have the applicant.

25 An appeal like this is unusual, in that

1 you essentially have three sides, if I can try
2 to make sense of that. We have an applicant.
3 We have an applicant that is seeking to find a
4 way to help an underserved part of our
5 community. And he's trying to do it in a way
6 that he feels will provide the most help without
7 providing harm to the neighboring properties.

8 Yes, the state is -- they license
9 campgrounds. Okay. Our Land Development Code
10 also has criteria for campgrounds. This
11 property is zoned HCL, heavy commercial, light
12 industrial.

13 It's an allowed use. Campgrounds are an
14 allowed use. But with any change of use, you
15 need to go through DRC. And I'll go into that
16 process.

17 The other side here is the neighbors. And
18 we have quite a few who have shown up. Excuse
19 me. I'm assuming a number of these are the
20 neighbors.

21 Look: They're in a position of having no
22 guarantees that this camp will have no adverse
23 impact on their property, their way of life,
24 property values. I mean, for most folks, your
25 home is your biggest investment. That's --

1 There's some strong emotions involved on that
2 side.

3 Same with the applicant. Here's -- he
4 wants to do -- to help, so obviously there's
5 emotion on that side as well.

6 But the third side in this case is the
7 county. We're the reviewing agency. Okay. We
8 issue permits for a change of use. We issue
9 permits based on a development order.

10 We, the county staff, in our review we
11 have to distance ourselves from any sort of
12 emotional appeal. You know, we have to be the
13 black and white, rather like our Land
14 Development Code.

15 As I tell this board all the time, our
16 Land Development Code is black and white.
17 There's no shade of gray for the staff. It
18 either meets the requirements or it doesn't.

19 We have a -- Mr. Robinson, you had
20 mentioned in your comments the paving being an
21 undue hardship. We have -- we have kind of a
22 philosophy here we follow at the county, where
23 there's one set of rules that applies to
24 everyone every time. Black and white. Doesn't
25 mean yes or no.

1 Does everyone have to go through this?

2 You know, everybody goes through this, the same
3 requirements. And the requirements in this, our
4 code does give us conditions that have to be
5 followed.

6 And they're in your package. Let me pull
7 that package. So we have -- we have a section
8 from the code in here. And it goes through
9 those specific requirements, if you will go to
10 the first couple pages there. Of the -- You
11 know, what we've got them on there, if you can
12 go to the next -- come on down. Come on down.
13 Up, up, up.

14 Compliance review. Okay. This is what's
15 in your package. This is what -- this is the
16 code that was taken -- the section that was
17 taken out of the code that refers to
18 administrative appeals.

19 So with a variance, you know, you have
20 your criteria based on unique physical hardship
21 on the land, et cetera.

22 So for this one, as it says there,
23 straight from the code, BOA shall conduct this
24 quasi-judicial public hearing to consider the
25 appeal.

1 Applicant has the burden of presenting
2 competent substantial evidence to you that
3 establishes each of the following conditions.

4 First one being, arbitrary or capricious.
5 At previous hearings, I gave you the state
6 definition. I'll do that again, if you'll go to
7 the next slide.

8 Essentially, with their needing to prove
9 on this case is that the staff's denial -- the
10 staff decision to deny was either arbitrary or
11 capricious, essentially saying that there was
12 no -- no logic behind it, there was no -- no
13 basis in the code for our -- the denial.

14 If you'll scroll down. Next one being
15 Land Development Code noncompliance. And once
16 again, the burden is on the applicant. You
17 know, the county did what it did. They're
18 appealing the decision of the county.

19 So essentially, was the -- was the county
20 appropriate in their decision? What -- did it
21 follow the LDC? Is there an adverse impact to
22 this applicant by the way of the county
23 following the LDC, like we do for everyone else?
24 Look: Our process is very simple. You come for
25 your development review. You meet the code.

1 Development order's issued. You proceed.

2 Protected interest. Again, all interests
3 are protected the same, whether comp plan, LDC.
4 Individual property owners, we use the same
5 standards for all every time.

6 Greater impact. This last one -- it kind
7 of filters into situations where we've had --
8 the county approved the development order, and a
9 neighbor or someone will come up to object to
10 the approval.

11 It keeps bringing us back to the same
12 thing, one set of rules, and the black and white
13 reality of if a project comes through
14 development review, it meets all the
15 requirements, hey, we issue the development
16 order. If it doesn't meet all the requirements,
17 it results in a denial.

18 Now, you know, as I said, staff is outside
19 the emotional realm on this. The denial is not
20 based on the idea. It's based on the submitted
21 plan. It wasn't denied by the staff saying,
22 "Well, this could meet the code," or the
23 applicant saying, "Look: Well, we could do
24 this."

25 It's what was done. Did that submission

1 meet the code as it was submitted? Yes or no.
2 You know, the idea of a campground, yes, we --
3 we're fitting this there.

4 It's not a residential use. The way our
5 code defines a residential use, it falls under
6 campground. Therefore, it's reviewed that way.

7 Is there an option? Mr. Dunaway brought
8 up the idea of conditional conditions added to
9 approvals. You do see conditions added to
10 approvals quite often. You do on a development
11 order.

12 But when you see a condition for approval,
13 it's along the lines of "wetlands to remain
14 undisturbed." For whatever reason, this site,
15 your special condition, you're limited to X
16 amount of signage; you are required to have
17 certain hours or something.

18 It's not a condition -- something that
19 would need to be on the face of the site plan.
20 The all-weather surface. And the county looks
21 at an all-weather surface as saying, "Hey, it's
22 a hard-driving surface." Okay. It's an
23 improved surface.

24 It's not just dirt: asphalt, concrete,
25 gravel, shell. It's something designed to

1 ensure that adequate runoff is taken care of
2 through stormwater provision under normal
3 rainfall. You know, it's not going to erode
4 away without -- you know, it's the kind of
5 surface that's not going to deteriorate under
6 your average rainfall, like a dirt road would.

7 The problem we on the staff side would
8 have making something like that a special
9 condition, where the development order would
10 say, "Okay. It's approved, with the condition
11 that you then come back and make this an
12 all-weather surface." We can't do that.

13 An all-weather surface brings in at that
14 point runoff. When you get runoff, now we're
15 going into the stormwater issues. There has to
16 be a separate technical review on that.

17 The plan submitted on the first page of
18 the plan, there are no calculations at all for
19 stormwater runoff.

20 The DRC can't approve a plan saying,
21 "Well, eventually you're going to put something
22 on there. It's going to cause stormwater. We
23 don't know how much, but we're going to sign off
24 anyway." The county cannot do that.

25 Something else that comes in. Once you

1 start looking in that direction . . . just do
2 the regular site plan, if you would.

3 Mr. Walter's comments did reflect that,
4 Okay. If . . . you know, he did mention the
5 idea that an all-weather surface, the width of
6 it may be reduced to 16 feet. That was approved
7 through -- by our fire safety folks. They
8 wanted to make sure they could get in there. If
9 it's an all-weather surface, they wanted 16
10 feet.

11 There is a fire hydrant at a nearby
12 corner, so they weren't worried about having to
13 get water. They knew they had the hydrant. But
14 the idea of going -- as a condition, an
15 all-weather surface besides stormwater, it kicks
16 in some other things.

17 Mr. Walter's last comment on there was to
18 please on the site plan delineate the area of
19 the access easement. It's right here on the
20 deed for Sean's Outpost. And it delineates that
21 area, if you would, that Mr. Dunaway was
22 referring to.

23 I plat out the legal description. That's
24 it. Okay. That is that 25-foot access easement
25 granted to the Sean's Outpost property. They

1 have the right to access that. They have the
2 right to cross it.

3 That needs to be shown on our development
4 record plan. It was not. We cannot grant a
5 development order saying, "Well, sure.
6 Everything's good." You know, anybody else
7 would tell them to follow the procedure and
8 label that, but "we're not going to do that in
9 this case."

10 We don't do that. One set of rules for
11 everybody every time. The easement? There may
12 be issues there with paving that. The deed for
13 the Sean's Outpost property clearly says
14 "permanent access easement." Doesn't say
15 anything about an all-weather surface.

16 The county would have issues at that point
17 of saying, "Well, you have an easement. You
18 have the right to cross. We're going to want
19 you to develop on someone else's property." The
20 other folks own the piece of property.

21 The county cannot say to an owner, "Well,
22 you have an easement across someone's property.
23 We're going to demand you develop that
24 property." We have to have -- the other folks
25 have to sign off on that being done. So these

1 are other issues that start kicking in when we
2 start looking at an all-weather surface.

3 You know, other things on the plan. At
4 the DRC meeting, all the focus was on the
5 roadway and the fact that it wasn't shown on the
6 plan.

7 There's other things that weren't shown on
8 the plan that had been discussed through the
9 various times of the submittal. Buffering
10 requirements. Heavy commercial, light
11 industrial. We require a buffer between that
12 and residential uses.

13 On the plan, it's shown as a 10-foot
14 buffer. Just says, "10-foot buffer."

15 Land Development Code calls for a 20-foot
16 buffer, with a Schedule C planting. That's a
17 specific delineation of, say, for every hundred
18 feet you need to put this number, this type of
19 tree, this type of bush, et cetera. It's very
20 specific. We require these things to be on a
21 plan for everybody.

22 On here it's just shown as 10 foot.
23 There's a note on there that says to look at
24 page C-3 for the buffer requirements. Page C-3
25 of the plan shows the driveway at Massachusetts.

1 It shows the requirements for that.

2 And it's got two sketches off to the side
3 showing the requirements for planting -- for
4 planting a bush or for planting a tree, not a --
5 okay -- like we require with everyone else, a
6 full listing: We're going to use Schedule C.
7 Here's what it entails.

8 We ask everyone to put these things on a
9 site plan. It's not -- we're not calling out on
10 one project. We go this way with everything.

11 You know, our . . . our staff, the
12 county -- our point here is pretty basic. If a
13 project comes in and meets the requirements,
14 we're going to approve it. If it doesn't, it's
15 going to be denied.

16 The conditions that we're allowed to
17 approve with conditions are not going to be
18 things that kick in other technical reviews
19 because we have no certainty on that.

20 We have no certainty that if the
21 all-weather surface, when that goes in, is the
22 stormwater -- what are the calculations? We
23 don't know. Our engineer hasn't gone through
24 that. We don't have anything given to us to
25 move with that.

1 Is that going to affect the wetland area?
2 Is there additional environmental review? We
3 don't know. There is a lot of uncertainty
4 there. We cannot approve a development order
5 with that level of uncertainty, not with
6 something that is required to be shown on the
7 plan. It keeps coming back to one rule, one
8 rule for everybody.

9 So the applicant is seeking to overturn
10 that denial. This board -- this board has some
11 powers when it comes to administrative appeal.
12 This board has the power of essentially the
13 official that approved or denied the plan that's
14 out there.

15 Part of that, though, is the idea that
16 while you have the power to overturn, this board
17 does not have the power to come through and
18 say -- in fact, I'll read it here from the code.

19 "The BOA shall have the same authority and
20 responsibility to change a decision found to be
21 in error as is given by the LDC to the official
22 who made the decision, but no more.

23 "The board may act only to the extent
24 supported by the established record of evidence
25 and only as necessary to maintain compliance

1 with the LDC and Comprehensive Plan. The board
2 can not offer opinions or interpretations
3 generally.

4 "The authority of the board to act as the
5 official does not -- does not -- include any
6 authority to diminish or otherwise change the
7 application of any -- any -- technical design
8 standard or specification established or
9 referenced in the LDC."

10 You have the power of the person signing
11 the development order. You do not have the
12 power to say, "Hey, let's just go ahead. Let's
13 approve it as is," because we don't know what
14 the technical specifications are.

15 Y'all are a varied group. You have a
16 varied amount of experience. You do not have
17 the power of our stormwater engineer to review
18 something that there's no calculations for.

19 So what we're asking, the county, is we're
20 asking you to look at this in sort of a
21 dispassionate sort of way. Black and white.
22 Did it meet the code? Yes or no. Was the
23 county decision to deny correct or not?

24 The denial is based on deficiencies in the
25 submitted plan, the sort of deficiencies that

1 would have resulted in a denial for any other
2 project that came through developer review.

3 It comes down to: Hey, could this meet?
4 But what was submitted that day? Did it meet
5 it? Yes or no. And that -- that's the county's
6 stand on this.

7 We don't have a lot of leeway here.
8 There's no gray area for the staff. What was
9 submitted that day, the decision was made. Did
10 it meet the code? Yes or no. It did not. It
11 was denied.

12 That's the staff's opening.

13 We'll move on from there, if you have
14 questions.

15 MR. STROMQUIST: I've got a couple of
16 questions for you.

17 MR. HOLMER: Yes, sir.

18 MR. STROMQUIST: When I'm looking at this
19 whole project, are you telling us that we as the
20 board could not say the initial submission
21 without a paved road is approvable or do we have
22 to include a condition of a paved road into
23 anything that we would yea or nay?

24 MR. HOLMER: You can only act to the
25 extent for compliance with the LDC.

1 MR. STROMQUIST: What I'm saying is,
2 initially they put in an application that didn't
3 have a paved road; right?

4 MR. HOLMER: There were multiple site plan
5 submittals. Let me -- You know what I should
6 do? I should tell how the DRC works. I'm
7 sorry.

8 Development Review Committee. Here's how
9 this works: Someone turns in a site plan. It
10 gets reviewed by the various disciplines that
11 look at a site plan for approval.

12 Yes, you have planning. You have access,
13 fire department, stormwater, environmental,
14 health department. Anybody that needs to review
15 it does so.

16 When those reviewers look at it, they
17 generate a list of comments. They say, "Here's
18 what the LDC says about what you want to do.
19 Please show this. Please provide this," et
20 cetera, et cetera, on your drawing.

21 The first submittal usually doesn't have
22 everything on it, and it didn't in this case.

23 The second plan submitted didn't have
24 everything on it. In fact, it didn't have some
25 of the things that were first requested.

1 The third submittal. They're coming in
2 for their final. They want to get their
3 development order. That's the end game here of
4 development review is, you turn in your plan
5 that meets all those conditions that were
6 requested. You get a development order that
7 allows you to pull permits, and move on.

8 The final submittal was missing a number
9 of these things that had been mentioned all
10 along. Some of them, sure, it may sound petty.
11 You know, hatching the easement or describe --
12 you know, labeling that buffer, giving us on the
13 sheet exactly what the plan schedule is for that
14 20-foot buffer, not 10. Those may seem like
15 nitpicky things compared to the idea of the road
16 and everything that it would kick in.

17 We require those of everyone, though. We
18 ask the same of every single applicant. Those
19 things were not shown on the site plan. That
20 gets us to this point.

21 It's: Did the plan that comes in that --
22 came in meet the requirements of the LDC?

23 This board is being asked: Does this --
24 did the denial, was it based in fact on the
25 code?

1 Here's what the reviewer said. Here's
2 their -- they give their references to the code
3 sections. Were those things on there? No. A
4 number of these weren't. That's what this board
5 is left with. Did it meet it? Yes or no.

6 MR. STROMQUIST: And I guess my question:
7 You talk about stormwater runoff, but there
8 wouldn't be a problem unless you put a paved
9 road in there.

10 So at current conditions, the way they're
11 using this, there is no stormwater runoff
12 problem?

13 MR. HOLMER: There might be. We don't
14 know.

15 MR. STROMQUIST: But there hasn't been one
16 indicated is what I'm getting at.

17 MR. HOLMER: Once again, we don't know.
18 The reviewer mentioned, you know, in his
19 comments the all-weather surface for the trucks
20 going in and out to access the portalets.

21 MR. STROMQUIST: They do that now; right?

22 MR. HOLMER: Yes. Yes. But to come in
23 for -- to come in through development review,
24 once again, it's not could it meet it or is
25 what's currently going on there.

1 They're requesting a change of use. If
2 you're requesting a change of use, you're going
3 from what you're doing to what is approved by
4 the Land Development Code.

5 If the code is requiring you to meet a
6 certain condition, like in this case an
7 all-weather surface, that's what we're dealing
8 with. Yes, the all-weather surface then kicks
9 in all these other reviews.

10 Once again, those -- there's no stormwater
11 calculation. The road is labeled as a dirt
12 road. What's required and what was provided
13 that they needed to require is not on the plan.
14 That's why it was denied.

15 MR. STROMQUIST: So you're telling me that
16 no matter what our decision is, this still has
17 got more hoops to jump through?

18 MR. HOLMER: The hoops were not all jumped
19 through at the time that this was presented for
20 development order approval. Because the hoops
21 were not jumped through, it was denied.

22 This board can overturn a denial of any
23 official action that falls under your --

24 MR. STROMQUIST: Right.

25 MR. HOLMER: Requirements. But the

1 section is telling you you cannot overturn some
2 sort of technical specification.

3 You cannot say, "Well, we don't think this
4 should follow the code."

5 It's down to, really, an appeal. It's
6 not: Let's argue about these performance
7 standards. It comes down to: Was the county's
8 denial arbitrary and capricious, really?
9 That's -- that's really what it comes down to at
10 the end of the day.

11 Was the denial just pulled out of thin air
12 or does that denial -- did that denial have
13 basis in the Land Development Code? That's
14 really what we're talking about today, not the
15 two emotional sides.

16 I mean, I understand that, but we have no
17 option to go there. We don't want to go there.
18 It's not our business, the emotional side of
19 things. We're black and white. Did it meet it?
20 Yes or no.

21 Board, here's what's being appealed.
22 Based on the code, was the decision just
23 arbitrary? Because if it was, sure, it could be
24 overturned easily. But it was not. It was
25 based on the code. We don't -- the staff does

1 not have wiggle room to make judgment calls on
2 this. It's black and white.

3 MS. RIGBY: Okay. I want to say
4 something. I've been -- I've done construction
5 plans, been a land developer 15 years. I've
6 been through the DRC process. It is a tedious
7 process.

8 My concern right now is that I don't think
9 that the board is getting the full understanding
10 of the DRC process. And it may be that y'all
11 can help us clarify this.

12 When you submit a site plan, which
13 whenever I submitted one, it was usually for a
14 subdivision, regular subdivision. Had roads,
15 had stormwater. We had footprints of houses,
16 covenants, all that kind of stuff.

17 And the first submittal -- we would have a
18 preapplication. The first submittal, we would
19 get a lot of comments back, and they were
20 standard comments that everybody gets.

21 And as -- as we submit or we discuss or we
22 adjust the comments based on our subdivision, we
23 work with the county saying, "Well, you know,
24 you said 10 feet. Could we have 7 feet, or the
25 stormwater you wanted here, can we put it more

1 to the north or to the south?" We are in
2 constant conversation with the staff and their
3 different departments, if you will.

4 And then we get to the final. And we
5 label everything that they wanted us to label.
6 And sometimes we bend over backwards, that some
7 of the items are what I would consider
8 rudimentary.

9 It sounds to me like maybe what was in the
10 beginning in the first plan switched to what it
11 is today, what was submitted in the final, as
12 far -- as I don't know if it's use. I don't
13 know if it's -- what you call it. Not a
14 residential area but now a campground.
15 Therefore, it's reviewed differently.

16 What I would like to know is -- because
17 this road, did it come in the last minute
18 saying, "Oh, by the way, we need a road"? Was
19 it in the beginning? Was it discussed in the
20 beginning, which is where it should have been,
21 that this will need to be an all-weather road,
22 and you will need to show it as a all-weather
23 surface that needs to be 16 feet wide, so forth,
24 and so on?

25 We have engineering plans from -- I think

1 it's Landmark, well-known engineering survey
2 firm in the area. This isn't done on a piece of
3 paper. This is done by, I'm assuming, an
4 engineer and survey work who had probably gone
5 through the DRC process before. So this isn't
6 something that -- wasn't just drawn on a piece
7 of paper.

8 It was probably given to these engineers,
9 and they probably went step by step because it's
10 time-consuming and it's tedious, and it can get
11 very expensive.

12 I guess what we need to know is, what were
13 the beginning comments? What changed? When did
14 the road come into play? When was it an
15 all-weather surface that was 16 feet wide? When
16 did that come into play?

17 MR. JONES: That came into play -- Horace
18 Jones, Director for Development.

19 The chronological order is -- and Mr.
20 Dunaway stated -- is very, very long. It's been
21 a very, very lengthy process.

22 If my memory serves me correctly now, Mr.
23 Will Dunaway -- they were aware of this
24 all-weather surface requirement earlier in the
25 stages, and I think he can state that.

1 MS. RIGBY: For the application process,
2 or review?

3 MR. JONES: During -- during our
4 initial -- during our initial going back and
5 forth with the reviews. And they were aware of
6 the issue, going back and forth with that issue.
7 Before we got to this point, we were -- they
8 were aware of it.

9 Now -- now, there was some -- there was
10 some going back and forth trying to -- trying to
11 expert -- we were trying to help them out
12 because of the financial concerns, but the code
13 still spoke so heavily.

14 The requirements of the Land Development
15 Code must be met. During all of this process,
16 there was a special magistrate hearing in the
17 middle of this process.

18 And Mr. Will Dunaway can attest to that.
19 And at that special magistrate hearing, the
20 direction was with staff to furnish them all of
21 the necessary comments again. And they'll be
22 working -- and we did that.

23 As a matter of fact, we sent the comments
24 to Mr. Dunaway again. And to -- and at the time
25 that they submitted, they were given a certain

1 date to -- to submit to try to bring closure to
2 this to the special magistrate. I don't know if
3 you got a copy of that, but stated that we need
4 to bring closure to this with the DRC process.
5 So . . . and that helped us all.

6 So when that special magistrate order was
7 made -- to try to get those comments to Mr.
8 Dunaway and his client. That was submitted -- I
9 believe I'm saying this correctly. I think the
10 record shows it was Mark Spitznagle, Landmark.

11 Staff again -- they determined --
12 submitted the comments to him because in the
13 letter that Mr. Will Dunaway submitted, the day
14 he submitted the plan stated that. Mr. -- On
15 the letter, that Mr. Mark Spitznagle -- can we
16 see all of the comments?

17 And we did. And we submitted that. So
18 during the initial stage -- like you said, it
19 was pre-op. But during the initial stage, it
20 takes -- we go back and forth, back and forth to
21 try to make sure we get the Land Development
22 viewpoint. And the many -- many times special
23 magistrate order, that helped us to really,
24 really direct them to get to a landing point and
25 staff to get to a landing point.

1 So -- so -- so they were aware of the
2 comments on all-weather surface. They were
3 aware of that -- of that being -- of that -- and
4 I think Mr. -- he stated that fact, that they
5 were aware of it.

6 But the issue for them is we do not -- we
7 asked staff and Mr. -- you stated very
8 eloquently and very, very, very, very, very
9 professional that we have to separate ourselves
10 from the emotional side of it.

11 But their problem is, "Mr. Jones," he told
12 me many times -- talking about Mr. Kimbrel --
13 "We don't have the funds." But the code does
14 not look at that. The code looks at the
15 letter -- of what the letter of the code
16 requires.

17 And access management -- stormwater. And
18 when they submitted those plans, there's
19 nothing -- we saw what the plans, the dirt --
20 dirt-dry was wet. You need to try to -- let's
21 go back and forth, see if we can -- again, you
22 can try to get that worked out.

23 But the day of when it came closer and
24 closer to the BOA or to the -- to the step 28, I
25 believe that was the DRC denial, my memory. I

1 think that was the submitted -- October was when
2 I think was one of them. They still wasn't
3 there until the last minute I heard again in Mr.
4 Dunaway on -- on this particular issue. And
5 that's why it was denied.

6 Yes, this has been a very lengthy process
7 to try to bring closure to this point. The
8 use -- and I think Mr. -- the use has -- was
9 already basically classified an order through
10 with the help of the special magistrate, that,
11 yes, this is a commercial review. It's not
12 residential.

13 It's not -- it's not normal. But as he
14 stated as a matter of factly, that it's not a
15 residential use. That use was already -- that's
16 what we require for any commercial development.
17 Requires a site plan review process. And that's
18 why they are in this process, trying to go
19 through it.

20 And we -- we work and try to get to the
21 point where at least give the staff all the
22 information to review. And the road was not
23 there, which, as you know, trigger stormwater.

24 And all those comments were mentioned,
25 but -- and I think he stated for the record that

1 we just didn't have the funds. But we cannot
2 look at that, regardless of how much it --
3 passionate they may be about it.

4 And I think we stated this board have to
5 look at: Was the decision to deny it, was it
6 based on requirements of the design study
7 manual, which is definitely part of the Land
8 Development Code?

9 And that's the reason why it was denied,
10 based upon those status. Yes, very lengthy,
11 very long, but we had to get to this point for
12 closure.

13 And that is where we are at this point
14 today, from the direction of the special
15 magistrate trying to comply with that special
16 magistrate order, and trying to follow through
17 so that they'll know to bring closure to this
18 issue from the site plan review site.

19 MR. STROMQUIST: Horace, what would happen
20 if we agree that they had to put in the
21 all-purpose road and you guys have denied their
22 permit?

23 Where do they go from here? I mean,
24 there's a -- I don't want something that all of
25 a sudden they have no place to go and the site

1 closes down.

2 MR. HOLMER: Okay. There's two avenues:
3 One, as with any decision of this board, there's
4 30 days to appeal that to Circuit Court.

5 Two, they have indicated, "Hey, we could
6 meet these requirements."

7 Okay. If you can meet the requirements,
8 turn in a plan showing that, and then we'll go
9 to the DO stage. I do not have the -- all the
10 information from the special magistrate's last
11 ruling. I'm not sure . . . There was something
12 about time kicking in, but I wasn't the person
13 arguing that case.

14 I don't have the magistrate's ruling, so
15 there may be some things there that need to be
16 followed in that direction. I believe Mr.
17 Dunaway can address that part.

18 MR. DUNAWAY: Sure.

19 MR. HOLMER: If someone turns in a
20 development order, it doesn't meet the
21 requirements, it gets denied. That doesn't mean
22 they can't resubmit meeting the requirements.

23 MR. JONES: And I would add to that, and
24 even if they did, the requirement's still going
25 to be the same. It's still -- See, that's the

1 thing also, too. Once you start -- you know,
2 once you start looking at road access, whether
3 it's gravel, dirt -- it cannot be dirt. It got
4 to be semi-impervious surface, whatever the
5 requirements is in whatever it is.

6 Definitely stormwater. And then -- and it
7 could -- has the potential of triggering another
8 fire review by fire safety to make sure that
9 whatever that surface is -- this is my
10 understanding, that whatever that surface
11 material is, got to be able to withstand a
12 truck.

13 I'm not the expert. I know Mr. Will is
14 going to say there's a possibility. So
15 whatever -- if they -- if there's a decision by
16 this board to remand it back, I don't know if
17 I -- I don't know if that's possible.

18 They're requiring -- the code still going
19 to stand as it stands. And it may require
20 engineering plans from a -- to do all the
21 stormwater calculations, but that's a fairly
22 lengthy road, as you can see.

23 So -- so -- so -- so -- and that's what --
24 that's why it was denied, based upon -- if -- if
25 there is -- if -- if they feel like that with

1 the whole process was flawed, the courts can
2 decide that, whether or not there was some
3 discrepancy in the Land Development Code. The
4 courts can -- can -- can -- can -- can -- can
5 work on what else will we need to do -- what we
6 need to do from that point.

7 But the -- the -- the requirements of the
8 Land Development Code still going to speak for
9 itself, even though it may be remanded back, if
10 that's the decision.

11 We still going to -- we still going to
12 have -- meet the same standard. And it may
13 trigger other reviews. We just cannot say at
14 that point -- at this point.

15 MR. STROMQUIST: What's the time frame?
16 Say they resubmit it with what you're asking
17 for. In the meantime, we don't have somebody
18 coming in and kicking everybody out. I mean,
19 what's going on?

20 MR. HOLMER: I'm sorry, Mr. Stromquist,
21 but that is where the other side of the house,
22 not the planning development side of the house.
23 That's for the code enforcement side and special
24 magistrate come in.

25 Once again, not having a copy of that

1 ruling, I'd kind of defer that to Mr. Dunaway,
2 if he would like to address how that would
3 factor in.

4 MR. STROMQUIST: I mean, is it 90-day time
5 frame? Is it six months?

6 MR. HOLMER: We -- we don't have one. Oh,
7 oh. I think I know where you're going. If
8 someone's denied a variance, they can't come
9 back for 180 days. This isn't like that.

10 MR. STROMQUIST: That's why I wanted to
11 make sure we weren't putting them in limbo for
12 six months.

13 MR. HOLMER: This doesn't have the same
14 requirement, but I know there was something in
15 that magistrate's ruling that we know is going
16 to play a part. I just -- I just wasn't a part
17 of that.

18 MR. DUNAWAY: Mr. Chairman, may I -- may I
19 address and respond to Ms. Rigby's question?

20 THE CHAIRPERSON: Absolutely.

21 MR. JONES: For the special magistrate, I
22 have a copy of the order -- of the signed order.
23 If you want to submit that in evidence, I do
24 have a copy of the signed special magistrate
25 order.

1 And -- and -- and I am not -- I am not no
2 lawyer, but I think it's -- it gives three
3 statements on page six, if you want to . . .
4 Mr. Dunaway, which is part of the packet. I
5 would like to submit -- if possible, I would
6 like to submit a copy of the signed order from
7 Mr. Robert Beasley, special magistrate.

8 (Mr. Robinson left the hearing.)

9 MR. DUNAWAY: Mr. Chairman, for the
10 record, that's dated 10 August 2016.

11 THE CHAIRPERSON: Okay.

12 MR. DUNAWAY: A seven-page document.

13 THE CHAIRPERSON: We need a motion from
14 the board to accept this.

15 MR. STROMQUIST: Make a motion to accept
16 the document.

17 THE CHAIRPERSON: Got a motion from Bill.

18 MR. DUNAWAY: No objection.

19 MS. GUND: Second.

20 THE CHAIRPERSON: We have a second.

21 Those in favor, signify by raising your
22 right hand.

23 (All board members hands raised.)

24 THE CHAIRPERSON: Passes unanimously.

25 Let the minutes reflect that Mark

1 Robinson, board member, was excused to depart.

2 We maintain a quorum.

3 MR. HOLMER: And we're going to label this
4 as -- we'll call it Staff Exhibit 1, for
5 purposes of adding it.

6 THE CHAIRPERSON: That's fine.

7 MR. GANT: Question, Mr. Chairman.
8 Essentially, are we allowed to supplement the
9 record? Can we submit an exhibit? Can our
10 staff do that? The plaintiff? Or does it --
11 that procedure -- showing that -- submit the
12 exhibit into evidence?

13 THE CHAIRPERSON: I think the motion
14 covered that.

15 MR. GANT: Okay.

16 MR. JONES: But I -- I want to -- I want
17 to clarify for the record, to preserve the
18 record, the order was October -- August.

19 MR. DUNAWAY: August 10th.

20 MR. JONES: August 10, 2016. That's
21 the -- and there was an amended order with some
22 changes, minor changes -- minor submissions.
23 That was September 7, 2016. So I would like to
24 submit both of these orders, both the special
25 magistrate order and the amended order, as is

1 evidenced in the record.

2 MR. GANT: Mr. Chairman, Mr. Dunaway
3 being -- as submitted is correct.

4 MR. DUNAWAY: No objection. Thank you,
5 Mr. Chairman record.

6 MR. GANT: Reflect that also.

7 THE CHAIRPERSON: Yeah.

8 MR. DUNAWAY: Mr. Chairman, may I
9 address --

10 THE CHAIRPERSON: Yes.

11 MR. DUNAWAY: Ms. Rigby really did cut
12 through the three years of my life very
13 succinctly in that process.

14 If we were developing a subdivision, we'd
15 be done, you know, except for the fact that, you
16 know, I'd be working for a developer that
17 doesn't have any money.

18 But beyond that, we understand that. We
19 know how to build roads, put in infrastructure,
20 build a house at the end of it. We know how to
21 do that. We know what the code says on that.
22 Staff knows what the code -- what the code says
23 on that.

24 Staff does not know what the code says
25 about doing nothing. That is, we came to them

1 and said, "We don't want to do anything. We're
2 not building anything. We're not going to do
3 anything. It's -- it's our property."

4 We just want people -- people wander up.
5 They go through the process that Mr. Kimbrel
6 just explained to you. We'd like to have them
7 to say, "You may stay here. It's our property.
8 You may -- you may have a safe place to be."

9 That's what we're doing. That's the thing
10 we were doing. And we went through just endless
11 discussion about, well, what does that mean? Is
12 that a land use change? Ms. Rigby knows this.

13 We're not building anything. If we're
14 building a building back there, we'd have to get
15 access back to it. We know how to do that. We
16 were trying to simply get a use.

17 Importantly -- and this is important.
18 You've already heard staff admit and say that
19 this is an allowed use. The code allows this
20 use. This is an allowed use on this particular
21 zoning area.

22 Now the question is, now what? And this
23 is the concern. And there is the process. And
24 this is why you have pointed out we didn't
25 submit for anything.

1 We -- in fact, we argued for a year Ms.
2 Rigby, and Mr. Chairman, and this board -- we
3 argued for a year with the county that we don't
4 need a permit. We're simply there. It's our
5 property, and people are there. What is that?

6 And I will -- I will say -- and I'm going
7 to submit this -- but this was -- Mr. Jones
8 provided this to you because I -- you know, I
9 asked him, and he'd hopefully provide it. And
10 he signed it on July 6, 2016, the summer,
11 because by that time we were under the gun with
12 the code enforcement because we had to get
13 something going.

14 We didn't have the time that you -- you
15 know, going back and forth in some form of
16 substance, label it, and do the trees, and then
17 hashmark it. We were done. Magistrate said,
18 "Do it. You got to be done."

19 But here's the document. I'm going to
20 present the whole document, but I -- I want to
21 just read for you what gets to the point that
22 you're saying.

23 In the second paragraph, it says, "Given
24 that an application is a request to obtain
25 required county approval of a regulated land

1 use, your letter -- and it says "the letter."
2 He was referring to my letter. I had actually
3 sent a letter, out of frustration to the county
4 administrator and said, "I'm not doing anything.
5 We're not trying -- we're not asking permission
6 to do anything. What is it we're supposed to
7 do?"

8 And he said, "Your letter's assertion of a
9 request to do nothing" -- because I had said,
10 "We're not doing anything."

11 >Your assertion of a request to do nothing
12 and not develop is contrary to the submission of
13 an application to permit a regulated use." No;
14 I know. I agree with Mr. Jones. It was a
15 catch-22.

16 If truly nothing is proposed, then nothing
17 requires review and approval. But the "nothing"
18 in quotes that is proposed to be done is the
19 something that has already been done.

20 That is the doing of something prior to
21 approval does not make a subsequent request to
22 obtain approval a request to do nothing. At a
23 minimum, such a request is to approve what has
24 been done.

25 I mean, that's what I'm trying to get

1 through. That's what we're trying to say. Is a
2 road required? Yes.

3 If we're going to put back a -- and our
4 original fault was, we were going to build a
5 shelter down there. It was going to be a large
6 area. We would have a kitchen facility,
7 bathrooms, place -- we -- we were -- that was
8 going to require a road. Everybody knew that.
9 We knew that.

10 But we don't have any money. We ran out
11 of money. That wasn't the process. So we came
12 back to the county. We said, "That isn't going
13 to work."

14 And they -- and they go, "Well . . ." and
15 we said, "We just want to do what we're doing."
16 And you say we have to get permission, so we're
17 going to ask you for permission.

18 And they said, "Well, you got to do a site
19 plan, and you got to pay \$859 to submit the site
20 plan."

21 And we said, "Well, what do we put on the
22 site plan?

23 "Well, you know, you gotta get -- you have
24 to get a survey, a wetlands survey. You know,
25 you gotta, you know, show us where the tents are

1 going to be."

2 Well, the tents move.

3 "Like, give us an idea. You know, I mean,
4 just tell us something."

5 And then finally -- finally -- and again,
6 you can go to the staff. They're in a catch-22.
7 They said over and over to you, "Black and
8 white. We follow the code. Black and white.
9 We follow the code."

10 I get it. But you're the shades of gray.
11 You're -- you've the opportunity to say --
12 because they're under the gun, because the
13 magistrate hearing -- because the county put
14 code enforcement saying, "Hey, you don't have
15 permission to be here."

16 Of course we said we didn't need to, but
17 in any event, the special magistrate said,
18 "Look, y'all got to do something. You gotta be
19 done. Submit the thing and make it -- get our
20 approval, don't get our approval. Follow the
21 appeal process if you have to, but come back to
22 me at 90 days afterwards and tell me what's
23 going on."

24 That's why the process ended. Otherwise,
25 we would be, just like you, Mr. -- we'd still be

1 working with staff. And -- and again, Mr. Jones
2 is right. We said -- they said, "You know,
3 look. Have to build a road back there."

4 Well, we can't do it. I mean, we can't
5 build a road. Is that really required?"

6 "Well . . ." and we went, again, back and
7 forth. I had hope and I still hope, because I
8 want to hear, that we're going to hear this,
9 "It's not arbitrary and capricious that we
10 require a road because if you're not -- it is
11 arbitrary and capricious to require something
12 that's not required." So I want to get to an
13 issue of exploring that.

14 But if it is that -- if that is the case,
15 then you can condition it. I know what Mr.
16 Holmer and Mr. Jones are saying. They're
17 saying, "We can't because we're staff."

18 And again, I understand the position
19 they're in. They -- they can't bear the burden
20 of signing off on the first homeless shelter in
21 Escambia County to be permitted. I get that.

22 But you can. The board -- this board is
23 seven. You can tell the county, "Hey, you know
24 what? Under the circumstances, Mr. Kimbrel's
25 explained, and the document that he submitted,

1 and the good work that you've done, and the fact
2 that you've been doing it for three years, and
3 it's a compatible process, and the land use
4 shows that it's an allowable use, and you're not
5 doing anything differently than you've been
6 doing for the last couple of years, absolutely,
7 we're going to check that in the block, and
8 we're going to allow that.

9 You can do that. That's not a -- that's
10 not beyond your purview. That's why we're here.
11 That's why there's an appeal process.

12 If it turns out that it's not, then the
13 next step is, I'm going to have to appeal it to
14 the Circuit Court, and we're going to ask a
15 judge to do exactly that.

16 And we're going to say, "Your Honor, we
17 met every objective criteria of the Land
18 Development Code."

19 And he's going to say, "What were you
20 trying to do?"

21 "Nothing."

22 "Really?"

23 And then he's going to say, "Well, why did
24 they deny it?"

25 "Because we didn't hashmark the X, the

1 access area, and -- and we didn't have -- we
2 didn't show an all-purpose road on the plan
3 because we didn't want to build an all-purpose
4 road."

5 And we're going to -- He's going to say --
6 then he's going to follow the criteria of urban,
7 and he's going to go, "Hmm. Looks like you met
8 the requirements for the issuance. Was it
9 adverse to the public?"

10 And he's going to find it's not. He's
11 going to find that it's not because the staff
12 has already told you it's not. They've already
13 told you that it's not about the homelessness.
14 It's not about a nuisance. It's not about a
15 problem. If you -- if it were, we would have
16 already heard that.

17 Then the neighbors are not -- they don't
18 want this there. I get that. I understand
19 NIMBY. I understand "not in my back yard," but
20 that's -- that's different.

21 So what you've asked and what Mr. Holmer
22 has said is that we didn't meet the technical
23 requirement.

24 We did. In fact, look at the -- Mr.
25 Holmer, where is the board's -- the DRC denial?

1 That's before them, right, in their package?

2 The three-page denial? The four-page denial?

3 MR. HOLMER: I've got -- I've got a hard
4 copy right here.

5 MR. DUNAWAY: Okay.

6 MR. HOLMER: I'll put it up on the screen.

7 MR. DUNAWAY: We'll want to make sure that
8 that thing -- let's look at the DRC denial.
9 There's a -- it's a four-page document, and
10 the -- the first standard project conditions --
11 the first seven are just standard project
12 conditions.

13 The second are special project conditions.
14 And -- and they're -- they're listed. And
15 that's fine. That's -- you know, again, they're
16 always conditions.

17 It could have been -- you can tell that on
18 page three, if we get it up -- okay. So -- so
19 this is the -- that's the standard project
20 conditions. They're always project conditions.
21 These are the standard ones.

22 Go to page three, three of four. Special
23 project conditions. There are three special
24 project conditions. You can tell that number
25 three was -- the first two are always there.

1 Number three was added. Any further
2 development within the parcel boundaries will
3 require review for compliance with stormwater.
4 Okay. That's a conditional requirement.

5 So if you find that you need a road, put
6 it as number four. But look on page four. Go
7 to page four, the denial. It was not approved.
8 It was denied.

9 The development plan is denied for the
10 reasons noted below. Well, note those below.
11 Keep scrolling down. Exactly. Exactly. There
12 isn't any.

13 What's the denial? And the denial is,
14 well, because we don't want a homeless shelter.
15 We don't want -- we don't want people living in
16 tents out on Sean's Outpost.

17 I don't know. We've met the objective
18 criteria. The burden shifts.

19 MR. JONES: I -- I would like -- I would
20 like to -- I would like to -- we do understand
21 that Mr. Dunaway is applicating for his client.
22 And we're advocating for what was done for the
23 process and the LDC.

24 And again, I believe that this board --
25 Mr. Drew stated very, very, very good. Was my

1 decision. What's the Escambia County decision?
2 To deny the development order.

3 Was it arbitrary and capricious? And I
4 still stand by it. No, it was not. This are
5 Land Development Code requirements that were
6 required per the Land Development Code. Black
7 and white. Those were not submitted.

8 And no, we cannot approve special project
9 conditions of that magnitude because of the
10 extensive review that is required with
11 stormwater, and for the road, and for access.

12 Yes, we do minor -- very, very minor
13 special project conditions, as we stated, for
14 signs, and then very, very minor, but this Land
15 Development Code of Escambia County, that's not
16 authorized me to. Those requirements must be
17 reviewed by staff, must be on the site plan,
18 must be reviewed by staff, must be reviewed, and
19 they must meet the Land Development Code
20 before -- and we keep on saying a permit. This
21 is a development order, which is distinct and
22 different from a permit.

23 In the special -- in the special
24 magistrate hearing -- Again, I know we're
25 arguing over whether or not that letter, which

1 I -- I will like to see that letter, Mr.
2 Dunaway, that -- that -- with my signature.

3 (Mr. Dunaway hands a document to Mr.
4 Jones.)

5 MR. DUNAWAY: And I would ask -- I have
6 the original, so they can --

7 MR. JONES: This -- this -- this is not a
8 letter from me. This is not a signed letter.

9 Again, I would like to say -- say for the
10 record -- be noted, it was noted that it was a
11 signed letter by me. It is not a signed letter
12 by me at all.

13 I can -- this was -- this is one of my
14 staff members who put together some things to
15 help facilitate this process. This process.

16 And what was signed was stated that, yes,
17 we gave him -- we gave them some information,
18 information only to help them proceed with the
19 process.

20 I did not write that information. It was
21 a staff member who I -- I trust emphatically.
22 It was based on internal -- and I guess going
23 back and forth to help you, especially with your
24 location criteria. This can help you do this.

25 So -- so -- so that's -- and I date the

1 date that I gave it to him.

2 MR. DUNAWAY: And you signed it.

3 MR. JONES: Yes. I -- I dated it and I
4 signed it to make sure that he got this, but as
5 far as me stating that, I did not write the
6 content of that. I did not write the content of
7 that at all.

8 It's just -- yes, I -- I gave the date --
9 I want to make sure I document that you got
10 this. So -- so -- so -- so -- so I want to
11 clarify that for the record.

12 Now -- now -- now, during the special
13 magistrate hearing, Mr. Will, he made those same
14 remarks and comments because the use. It shall
15 be here, whatever.

16 The special magistrate stated
17 emphatically -- and it's stated it's on page
18 four, which y'all have a copy. I would like to
19 read it for the record, Mr. Dunaway.

20 It says, "I agree with the county that the
21 current use by Sean's Outpost constitute a
22 development activity." So that that same
23 argument that he's been making for many, many,
24 many -- with County Attorneys' Office, with the
25 County Administrator, that -- that it would

1 not -- we're not doing anything.

2 According to the code, you are. So that's
3 why we got you in this process.

4 And we had -- we had had no one, as far as
5 my staff -- we do not go in with the intention
6 of automatically saying no, unless the code says
7 completely no with the zoning.

8 But with the process, we always like to
9 give people the opportunity, but we had to bring
10 closure from the special magistrate hearing.
11 And this . . . we cannot do this. We cannot do
12 this.

13 This board -- this process requires you to
14 make a decision. Was the denial of the permit
15 and -- denial of the development order to -- for
16 sake of clarity, as a development order, was
17 that arbitrary? Did I -- did we have the
18 grounds to make that denial? And the code gave
19 us the grounds to make that denial.

20 If they make -- if -- if they want to --
21 if -- whatever their decision is, it will go
22 before a court. It will be up to the court to
23 make those same assertions and argue that with
24 special magistrate.

25 But the special magistrate hearing is sort

1 of cut and dry. That they discuss uses. And --
2 and -- and -- and we cannot -- so are we
3 authorized the -- the -- the -- the staff to
4 make those special project conditions and
5 what's -- the Land Development Code is not
6 giving you the right to do that. It does not
7 give them the right to do that.

8 That's why we be careful, with the
9 understanding of this board, with your duties
10 and your responsibilities, to make sure that
11 what's my -- it was a decision to deny it. Was
12 it based upon facts or was it based upon
13 fiction?

14 The requirement is there. It speaks for
15 itself. And regrettably, their -- their
16 circumstances, I have -- we have to separate
17 ourselves from that issue.

18 MS. RIGBY: So based on -- based on the
19 letter that we just saw, the denial letter, what
20 is the basis for the denial?

21 MR. JONES: The basis for the denial,
22 which is -- which is -- Mr. Dunaway was at the
23 hearing. And it was clear, for the record.
24 That's why I say we could verify the tape for
25 the record. It was clear. Mr. Dunaway was

1 there.

2 And the same thing that I said at that
3 meeting I'm saying again. If you want to put up
4 for the record -- was clear that it was because
5 of the requirements of the Land Development
6 Code. They were not met.

7 They did not meet the access requirement.
8 They did not -- what -- what -- trigger a
9 stormwater review. None of that was shown.
10 None -- none of that was reviewed by staff.
11 None of that.

12 So, therefore, it had to be the plans that
13 they submit that my staff reviewed. They were
14 not there. So -- so -- so based upon my duties
15 as the -- as the planning director, I
16 recommended to the Chair at the time that this
17 development order be denied based upon those
18 facts, which they are governed. You can hear
19 the same facts.

20 And Mr. Will Dunaway was present, and so
21 able, so eloquent today to present why it was
22 denied. Not that he said that he doesn't know,
23 because he already made the case why it was
24 denied. So he heard that at that meeting.

25 MS. RIGBY: So based on this letter --

1 MR. JONES: What?

2 MS. RIGBY: Based on the denial letter it
3 says, "See below." But there's nothing below.
4 What should have been below is a reason for the
5 access requirement and stormwater requirements
6 were not met.

7 MR. JONES: Mm-hmm.

8 MS. RIGBY: That's what it should say.
9 Okay.

10 Let me back up here. Let me try to
11 understand this whole thing. In the beginning,
12 when the DRC reviewed the project, what was the
13 DRC reviewing?

14 MR. JONES: We was reviewing the site
15 plan.

16 MS. RIGBY: Was it -- was it a
17 commercial --

18 MR. JONES: It was reviewing --

19 MS. RIGBY: -- site? Was it a
20 residential --

21 MR. JONES: To answer your question --

22 MS. RIGBY: -- site?

23 MR. JONES: -- Ms. Rigby, this was a
24 commercial activity. We reviewed this per -- as
25 a commercial development activity that requires

1 site plan review, yes, ma'am.

2 MS. RIGBY: Okay. So it was reviewed as a
3 commercial site.

4 MR. JONES: Yes.

5 MR. HOLMER: The property use is listed as
6 vacant commercial. Going to a campground is a
7 change of use. Change of use on commercial
8 sites requires development reviews.

9 MR. JONES: Yes, it does.

10 MR. HOLMER: The magistrate, of course,
11 kicking all of us back into this situation, we
12 had to figure out where we were going.

13 MS. RIGBY: So it started out as
14 commercial use, but because it's a vacant site,
15 you can't have a vacant commercial use, I guess,
16 so then it went to a campground use?

17 MR. HOLMER: That was -- the developer
18 review was the change of use of the activity on
19 that site.

20 MR. JONES: Mm-hmm.

21 MR. HOLMER: That hasn't changed. The
22 development order was denied. It remains vacant
23 commercial. To change that to anything else
24 does require the DRC, along with the order we
25 got from the magistrate that put all of us into

1 the DRC position.

2 MS. RIGBY: So was it reviewed as a
3 campground or was it reviewed as a commercial
4 vacant land?

5 MR. HOLMER: All right. It was reviewed
6 as a vacant commercial site going to campground.

7 MS. RIGBY: Okay.

8 MR. HOLMER: That's the use change.

9 MS. RIGBY: Going to a campground.

10 MR. HOLMER: Yes.

11 MS. RIGBY: So those performance standards
12 or design standards were then in a campground
13 standard, if you will.

14 MR. HOLMER: If you will, yes. There's --
15 there's -- there's generic, you know, change of
16 use, commercial piece of property. There's
17 generic ones that go along with that.

18 And I know we're -- everybody's gotten
19 wrapped up in the idea of the roadway. I
20 understand that. That would kick in these other
21 reviews. Let's not overlook the fact -- I mean,
22 it got overlooked in all the discussion at the
23 DRC.

24 There are other deficiencies in this site
25 plan that would have ended in a denial for any

1 other plan. It's not just that road. You know,
2 standards and things required on the plan that
3 would hold everybody to . . .

4 MR. JONES: Yes.

5 MR. HOLMER: . . . simply weren't done.

6 MS. RIGBY: But the denial said "see
7 below," and there was nothing below. That
8 concerns me, that if you can't tell me why I was
9 denied, then I can't tell you how to fix it.

10 MR. JONES: I understand -- I -- I
11 understand -- I understand what you're saying,
12 but -- but as I stated before, Mr. Will Dunaway,
13 he was present at the meeting wholeheartedly --
14 there's -- there's a record, and he -- and he --
15 that's why we're here today.

16 After -- after that happened, that same
17 meeting, the same meeting is what -- he want --
18 "I want to file -- I want to file for the
19 appeal."

20 We went back and forth on. We went back
21 and forth on whether he should have to pay the
22 funds. And we made the decision, well, he got
23 to pay for the appeal.

24 So -- so the issue for the denial, yes,
25 Mr. -- Mr. Jewel [sic] is absolutely correct.

1 There were other issues that were -- that --
2 that are germane to the site plan that were not
3 present. That were not present.

4 MS. RIGBY: But you're --

5 MR. JONES: The primary -- the primary
6 issue that was present that was presented at
7 that site plan review hearing -- Mr. Will
8 Dunaway was present. And I know -- I know this
9 young lady -- maybe there was something that we
10 may not have done by putting that before him,
11 but that's why we're here today.

12 It was denied primarily for the focus if
13 there was a oversight on someone's part. That's
14 why we are here today. It was done primarily --
15 that's why we're here, for the appeal for the
16 issuance of the -- because of those requirements
17 had not been met. And if he comes back and
18 still cannot meet them, it will still be the
19 same thing.

20 MS. RIGBY: I guess -- I guess my concern
21 as a board member is, we are here today to say
22 whether or not the denial was arbitrary or
23 capricious.

24 I can't tell you because I don't have the
25 facts as to what, in fact, or why, in fact, it

1 was denied. And that's what I can't wrap my
2 hands around. I don't have -- I don't have
3 punch lists. I don't have the -- you know, the
4 review of the DRC to say, "Okay. This was
5 required. You didn't do this."

6 I mean, we talked about roads, sort of.
7 We talked about the four corners, sort of, but I
8 don't have any -- something concrete that says,
9 you know, the denial was based on A, B, C and D,
10 and Mr. Applicant will not do A, B, C and D.
11 And obviously, then, yes, I can understand it.
12 It was denied. And the applicant doesn't want
13 to do it. Do you see what I'm saying?

14 THE CHAIRPERSON: I agree 100 percent.

15 Let me ask counselor a question. Based on
16 what Ms. Rigby just said -- and we know that
17 this is -- this is tough for this board to make
18 a decision.

19 If we remand this back to staff and charge
20 them with the task of gathering with the
21 applicant, what is the consequence of that? And
22 if there is a consequence, why can't we do that?

23 MS. HUAL: I'm not sure I know what you
24 mean by "consequence." Yes, you have the
25 authority to approve or disapprove or modify the

1 decision of staff, and that could include a
2 remand with instruction, so . . .

3 THE CHAIRPERSON: That answers my
4 question.

5 We have a couple of other speakers.

6 MR. GANT: I have a question. How -- To
7 the attorney: How are we tied to our -- how do
8 we consider the order to bring order from the
9 DRC in terms of our -- the order eventually and
10 went against the staff presentation and -- and
11 the like?

12 Is there any kind of process you must
13 consider, or does one trump the other? I'm just
14 trying to determine is -- the overall fact to
15 the board today, staff comments, the DRC order,
16 Dunaway presentation.

17 MS. HUAL: Again, it's in your discretion
18 to weigh the evidence as presented. It's all
19 considered evidence.

20 MR. GANT: Did you -- so -- so the -- so
21 the DRC is not -- not the -- the only thing. We
22 need to consider everything else.

23 MS. HUAL: No.

24 MR. GANT: Okay. You want to instruct us
25 on the -- we're not struck -- we're not stuck on

1 the one document.

2 MS. HUAL: No.

3 THE CHAIRPERSON: There will be a chance
4 to ask further questions for the staff from the
5 board, from the applicant.

6 I'd like to call on a speaker. I believe
7 it's Richard Grimes. And if you'll step to the
8 podium, sir, and give your name and address and
9 be sworn in.

10 - - -

11 RICHARD PIERCE GRIMES, III
12 upon being duly sworn, was examined and
13 testified as follows:

14 - - -

15 MR. GRIMES: Richard Pierce Grimes, III,
16 254 Fennel Street, Pensacola, Florida 32505.

17 If you can pull the map up, you'll see the
18 house that says "Grimes." That's my house.

19 All the property that was purchased from
20 ECUA, half of it belongs to me, half of it
21 belongs to my son-in-law's father. He lives one
22 house down from me.

23 Yeah, we purchased that property to keep
24 them from coming any closer. I've heard all
25 this about them. Them. Them.

1 What about us? What about the people that
2 live in the neighborhood that are here to
3 support me? What about our rights?

4 They burn constantly. How would you like
5 to open the windows at your house every night
6 and have it filled with smoke and fire?

7 The portajohns are two feet off the
8 privacy fence that they put up. Mr. Dunaway
9 said they put up for the neighborhood.

10 No. They put it up because code
11 enforcement was allowed to come on the ECUA
12 property and take pictures. They put the
13 privacy fence up so they couldn't take pictures
14 no more.

15 What about the property where there is no
16 privacy fence around on Cleo, where all those
17 people see this? There's nothing blocking it
18 from their houses. What about, you know, you
19 see everybody -- borrow pits?

20 The residents have something to say about
21 a borrow pit being put in their neighborhood.
22 When they wanted to put probation and parole
23 downtown in the Coca-Cola building, they didn't
24 want it there because of the undue foot traffic.

25 Well, what about the undue foot traffic in

1 our neighborhood? Yes, I'm not saying all these
2 people are bad or mean or going to do anything
3 damaging. It's only going to take one.

4 I have a seven-year-old son. When this
5 all started, I had him and two of my grandsons
6 in the back yard look out the window. There's
7 two men sitting on the ground at the fence with
8 a puppy talking to my children.

9 Now, they deny that. They say that other
10 people were out there and present, and that I'm
11 telling a lie. But I know what I saw. I know
12 what I read in the newspaper.

13 Mr. Dunaway, the very first meeting three
14 years ago, they knew they had to have a road in
15 there that supported a 44-ton fire truck. It's
16 in the Pensacola News Journal. It's not -- I'm
17 not just talking off my head. So they knew all
18 this three years ago.

19 They said these people are here
20 temporarily. There's two been back there.
21 One's been back there almost two years. Another
22 one's been back there a year and a half. How is
23 that temporary?

24 Some of those structures -- and I call
25 them structures -- they're tied between trees

1 and Gulf Power -- are as big as my -- almost as
2 big as my house. Come on.

3 So we do not -- the neighborhood should
4 have the right. We do not need this in the
5 neighborhood. And yes, this will be the first
6 homeless campground permitted anywhere in the
7 United States.

8 If this gets permitted here, y'all could
9 wind up having them behind your house because
10 you set a precedent at that point.

11 VOICE IN THE AUDIENCE: That's right.

12 MR. GRIMES: They brought in -- When Mr.
13 King started all this, he put in the newspaper
14 that he did us a favor: He bought land in a
15 blighted neighborhood. I don't consider my
16 neighborhood blighted. But he did us a favor.

17 I've had one Realtor tell me that we could
18 expect a 10 to 25 percent drop in our property
19 values over the next two years if this gets
20 permitted.

21 But another one says, "Oh, it's
22 commercial. You can expect your property value
23 to go up."

24 When you look out my kitchen window and
25 see the top of three portajohns and all these

1 tents, I really don't see my property value
2 going up any time soon.

3 So I'm here to request that you deny this,
4 that you stand behind the county and deny this.
5 You know, it's one thing to want to help people,
6 but you can't destroy somebody else at the exact
7 same time.

8 This doesn't need to be in a residential
9 area. If this was a KOA or a Good Sam's, I'd
10 still be standing right here fighting it, so it
11 has nothing -- it has to do with the use, not
12 the people that are using it. And that's --
13 that's really all I have to say.

14 THE CHAIRPERSON: Okay. Board, any
15 questions of the speaker?

16 MS. GUND: I do. So you purchased the
17 rectangular property?

18 MR. GRIMES: No. You see where it's
19 L-shaped there?

20 MS. GUND: Mm-hmm.

21 MR. GRIMES: On the -- be the south end
22 where Gulf Power is? That easement -- there's
23 an easement on the south end there that belongs
24 to Escambia County. It's going -- it's a
25 permanent easement. The sewer line runs through

1 there and all.

2 From that point, 272 feet is my property.
3 From that point on over belongs to my
4 son-in-law's father, Mr. Biles. And he had to
5 leave. He had a doctor's appointment. He was
6 here, and he had to leave. So that's -- Yeah.

7 MS. GUND: That other one.

8 MR. GRIMES: No. That's my son-in-law's.
9 That belongs to Mr. Biles. They knew that.
10 They had it on one of their site plans, labeled
11 it in our names, but for some reason it's not on
12 this site plan. Labeled it that way.

13 They tried to use it as a buffer. They
14 had it labeled as a buffer on one of their site
15 plans. No one -- It didn't belong to them then,
16 but, you know, they listed it as a buffer.

17 MS. GUND: So that is this rectangular
18 piece.

19 MR. GRIMES: That's me right there, yes,
20 ma'am.

21 MS. GUND: Okay. Parcel of land, but you
22 don't own that other rectangular piece?

23 MR. GRIMES: No. That belongs to Tony
24 Biles, my son-in-law's father. So it's in the
25 family.

1 MS. GUND: He agreed that they can build a
2 road across it.

3 MR. GRIMES: Not a road. We bought it,
4 and we -- we were under the impression they had
5 the right to cross it. I don't know . . .
6 nobody said they that could go in there and
7 build any of that. We were told they couldn't
8 build anything on it or, you know, occupy it in
9 any way, shape or form. They just had the
10 ability to cross over it, is what ECUA informed
11 us when we bought the property.

12 MS. GUND: Thank you.

13 MR. GRIMES: Okay.

14 THE CHAIRPERSON: Any other questions?
15 Staff, do you have questions?

16 MS. HUAL: Board members, I just wanted to
17 caution you to follow up on your questions.
18 Your decision, whatever it may be, must be
19 supported by competent, substantial evidence.

20 So as you hear the testimony of lay
21 witnesses, their testimony should be limited
22 strictly to facts of which they have personal
23 knowledge, unless you wish to qualify an
24 individual as an expert. Any other testimony is
25 considered pure speculation.

1 THE CHAIRPERSON: Correct.

2 MS. HUAL: So . . . May I ask the
3 witness --

4 THE CHAIRPERSON: Yes.

5 MS. HUAL: And, yes, please refrain from
6 making assertions about property values unless
7 you're qualified as an expert on that. I've got
8 in the PowerPoint -- could you switch to that?
9 This -- all the way. All the way down to the
10 very last one.

11 Mr. Grimes, I'm going to show you -- it's
12 not in that one. Okay. Never mind. Go back to
13 the second one, if you would, please.

14 On that site plan -- on that site plan,
15 the long parcel on the west side that we're
16 talking about, on the site plan it's shown as a
17 single parcel of land running all the way from
18 the easement that's at the south end all the way
19 up through to the top and including the leg, so
20 to speak, that has the easement across it, on
21 the site plan that's all shown as ECUA parcel of
22 land that has one property reference number, you
23 purchased this property. It's no longer ECUA
24 property; is that correct?

25 MR. GRIMES: Hadn't been for two years.

1 MS. HUAL: Okay. The lower half of it
2 belongs to you.

3 MR. GRIMES: Mm-hmm. Yes.

4 MS. HUAL: The upper half to the Biles.

5 MR. GRIMES: Mm-hmm.

6 MS. HUAL: Okay. And you've already
7 testified they're not here to -- they're not
8 going to ask any questions about that.

9 MR. GRIMES: Right. Right.

10 MS. HUAL: That is important for the
11 staff, this issue of ownership. You know.

12 MR. GRIMES: Okay. I --

13 MS. HUAL: The county --

14 MR. GRIMES: Can I walk up there?

15 MS. HUAL: Sure. Sure. I will have to
16 show it with the mouse, but --

17 MR. GRIMES: Right here, if you take this
18 line right here and you draw it across,
19 everything this way is legally registered in my
20 name and deeded to me. Everything that way
21 belongs to Mr. Biles.

22 MS. HUAL: Okay.

23 MR. GRIMES: And it's legally deeded on
24 the county -- if you went to the county plan,
25 you'd see the division.

1 MS. HUAL: It's like Sean's Outpost has on
2 their easement, the right to cross that.

3 MR. GRIMES: To cross it, yes.

4 MS. HUAL: Thank you.

5 Just wanted to -- the county has an issue
6 here, once again, with any site plan, treating
7 this as we would anyone else. If we're
8 approving a site plan that does involve someone
9 else's property, this involves -- yes, there's
10 an easement across it, but the ownership is in
11 the Biles. It's not ECUA. We want our plan to
12 be accurate. We want the plan to reflect that
13 there's an easement across that, and the
14 ownership.

15 MR. GRIMES: Sure.

16 MS. HUAL: Parcel numbers change when it's
17 submitted. We need to have that reflected on
18 the plan. We ask that of anyone. That's one of
19 those things that was not shown on this, the
20 requirement for that easement to be -- same sort
21 of -- I know it sounds nitpicky, but if we're
22 involving someone else's property they own, we
23 have requirements that we expect to be shown on
24 the plan. Thank you.

25 THE CHAIRPERSON: Thank you, sir.

1 Any questions? Counselor.

2 MR. DUNAWAY: I actually thought Mr.
3 Holmer was asking him a question. Was he making
4 argument? I wasn't sure.

5 MR. HOLMER: I asked a question and
6 explained why.

7 MR. DUNAWAY: Okay. Understood.

8 Before I did cross-examine, I appreciate
9 the board attorney clarifying that. And I would
10 just make that as a standard objection, that is,
11 that nonexpert testimony be not considered.
12 This is a lay witness, so that testimony
13 regarding these other issues would be ignored.

14 - - -

15 CROSS-EXAMINATION

16 - - -

17 BY MR. DUNAWAY:

18 Q. Mr. Grimes, you have complained to the
19 Board of County Commissioners about the use of the
20 property by Sean's Outpost, have you not?

21 A. Yes.

22 Q. How many times have you appeared before
23 the Board of County Commissioners to complain about this
24 use?

25 A. I believe I spoke twice.

1 Q. And you've been -- you were present at the
2 DRC to object at that board; is that correct?

3 A. I've been to every DRC county -- you know,
4 every meeting about this, yes.

5 Q. Including every special magistrate
6 meeting?

7 A. Yes.

8 Q. Every opportunity you've been here to
9 object to this use by Sean's Outpost; correct?

10 A. Yes.

11 Q. And you would consider that their use of
12 the property to be, from your standpoint, a problem?

13 A. Yes.

14 Q. And were you the one that helped in
15 getting the word out to area neighbors about this issue?

16 A. Yes, sir. I was the number one person. I
17 mean, I'm at ground zero, yes.

18 Q. Right. Your property actually abuts to
19 the west; correct?

20 A. Yes.

21 Q. And you have a house that is in lot six
22 that's labeled on --

23 A. Yes.

24 Q. That's where you reside.

25 A. That's my homestead, yes.

1 Q. And then all the ways behind you was the
2 ECUA property before you and your son-in-law's father,
3 who is Mr. Biles, is one lot north of you?

4 A. Yes.

5 Q. And y'all bought it at auction.

6 A. Right.

7 Q. And y'all own the property.

8 You knew that its prior use, right -- you
9 were familiar with its prior use?

10 A. Yes. It was a gentleman to be -- I hope
11 this is admissible. Freckles the Clown originally owned
12 it. When he passed away, his son lived on it on two
13 trailers. And they grew some trees and stuff back
14 there. They had a little greenhouse at one time.

15 I know that -- for a fact that the county
16 during one hurricane, he allowed them to dump a lot of
17 debris on there. The county went in there and had them
18 cleared up, and put -- he lost the property to back
19 taxes, and then they bought it from the gentleman that
20 bought it on the back taxes.

21 Q. So the prior use was a residential use in
22 a temporary structure, and then it had code violations
23 because it was used for dumping; is that correct?

24 A. No. I believe it -- they had two trailers
25 on it that he lived in, but it was more commercial, used

1 for, you know, flower -- I don't know what the word for
2 it -- landscaping business, something like that, yes.

3 MR. DUNAWAY: I have no further questions.

4 THE CHAIRPERSON: Board have any questions
5 of the speaker?

6 Thank you, sir.

7 MR. GRIMES: Thank you.

8 THE CHAIRPERSON: Ivan -- Alvin Kelly.

9 MS. KELLY: Should be Catherine Kelly. My
10 husband's not going to speak.

11 THE CHAIRPERSON: That will be fine.
12 State your name and address and be sworn in.

13 MS. KELLY: I'm Catherine B. Kelly. I
14 reside at 4335 Bridgedale Road, which is three
15 blocks west.

16 - - -

17 CATHERINE B. KELLY
18 upon being duly sworn, was examined and
19 testified as follows:

20 - - -

21 THE CHAIRPERSON: Go ahead.

22 MS. KELLY: As I stated, I reside -- my
23 husband and I reside three blocks west of the
24 Sean's Outpost. We resided there for 37 years.

25 And since Sean's Outpost has been there

1 for the last three years, they have been allowed
2 to cut trees, burn wood, leaves, and other
3 trees.

4 If I cut a tree in my yard, I have to get
5 permission to do it, to cut it down. Now, there
6 is a no-burn ordinance that has been constantly
7 ignored.

8 And Sean's Outpost for the last three
9 years, since they've been allowed to cut and
10 burn constantly, almost daily, I have not been
11 able to enjoy sitting on my front porch because
12 of the smoke in the air. It's very difficult
13 for me to breathe because I have asthma, and
14 it's a health issue for me.

15 There is also a safety issue for me
16 because there are a lot of strange people coming
17 through the neighborhood and Sean's post has
18 been three blocks away from our home.

19 Sean's Outpost is illegally on this site
20 because we do -- they do not have access to come
21 in there because of the burning that they do.
22 The trucks -- the fire trucks can't go in and
23 out of there.

24 And I know all of you have viewed and
25 looked at the local news and the national news

1 as to what happened in Tennessee last week. The
2 possibility exists that the same thing can
3 happen to our neighborhood.

4 I can't burn leaves in my yard. Why
5 should they be able to do all the burning that
6 they do on their property? There shouldn't be a
7 double standard.

8 And for safety reasons, I am requesting
9 this board to deny them access to -- well, I
10 can't -- you can't deny them access to their
11 property, but to please side against them being
12 on this property and doing the things that they
13 are doing, for my personal reasons, and as well
14 as a lot of other people that live in the
15 neighborhood that are here and present today.

16 And I'm just asking you to consider my
17 objection because of health reasons, safety
18 reasons.

19 The trucks -- fire trucks can't go in
20 there. They say they have fire extinguishers.
21 Fire extinguishers they don't always stop.
22 There's eight -- eight acres out there. And
23 they have been allowed to cut and burn. And I
24 don't think it's right.

25 If I burn leaves in my yard, Code

1 Enforcement will do something about it. And I
2 don't think it's right that they are allowed
3 because the air should be for everyone. And
4 they allowing me not to enjoy my personal
5 property because of the smoke in the air.
6 Please consider my objections.

7 THE CHAIRPERSON: Thank you.
8 Board, any questions of Mrs. Kelly?
9 (No response.)

10 THE CHAIRPERSON: Staff?
11 (No response.)

12 THE CHAIRPERSON: Mr. Dunaway.

13 - - -

14 CROSS-EXAMINATION

15 - - -

16 BY MR. DUNAWAY:

17 Q. Ms. Kelly, if I'm not mistaken, this is
18 the first time that you've voiced an objection to this
19 process in an open public hearing; is that correct?

20 A. Yes, open public.

21 Q. Yes, ma'am.

22 A. But I have talked to Mr. Kimbrel
23 personally . . .

24 Q. Yes, ma'am.

25 A. . . . down at the county commissioners'

1 meeting.

2 Q. Yes, ma'am. We appreciate that.

3 A. And I expressed my concern.

4 Q. Your concern. Yes, ma'am. We appreciate
5 that.

6 With regard to the allegations of cutting
7 and burning, were you familiar with the -- aware of the
8 fact that the county code enforcement apparatus has
9 been -- well, I don't think it to be wrong to say
10 "vigilant" over the Sean's Outpost for the last several
11 years? Were you aware that code enforcement --

12 A. I have -- I don't know what the Code
13 Enforcement's have done.

14 Q. Yes, ma'am.

15 A. But when I smell the smoke, I get in my
16 car and go and look and see that the smoke -- it goes up
17 in the air, in the atmosphere.

18 Q. Yes, ma'am.

19 A. And it spreads all the way over three
20 blocks from there. And I'm sure it extends further.

21 Q. And you've made that complaint to Code
22 Enforcement?

23 A. I have called.

24 Q. To Code Enforcement?

25 A. I have called.

1 Q. Yes, ma'am. Yes, ma'am.

2 With regard to the illegal cutting, have
3 you seen trees being felled on the property?

4 A. No, I have not seen any trees being
5 felled, but I can see smoke.

6 Q. Yes.

7 A. And it's coming from someplace.

8 Q. Yes, ma'am.

9 A. Sand don't burn.

10 Q. And you were talking about the cutting of
11 trees, specifically is what I was referring to.

12 A. Whatever is on their property that they
13 are getting rid of, they have been burning it.

14 Q. And you've seen trees being cut?

15 A. I've seen the smoke. And you can look
16 straight through there and see that it's clearer than
17 what it was.

18 Q. Yes, ma'am.

19 A. Over the years. I've stayed here at my --
20 at our address for 37 years.

21 Q. Yes, ma'am. Yes, ma'am.

22 A. And I never been able to look through that
23 property and see through there. The water that's down
24 in the drainage, I've never been able to see that.

25 Q. Yes, ma'am. And you live to the west;

1 correct?

2 A. Yes, I do.

3 Q. So between you and Sean's Outpost is Mr.
4 Grimes' and Mr. Biles' property.

5 A. Yes, it is.

6 MR. DUNAWAY: Yes, ma'am. No further
7 questions.

8 THE CHAIRPERSON: Any other questions from
9 the board?

10 (No response.)

11 THE CHAIRPERSON: Thank you very much.

12 MS. KELLY: Thank you.

13 THE CHAIRPERSON: Staff, would you like to
14 make a closing statement?

15 MR. HOLMER: I'll be happy to speak.

16 MR. DUNAWAY: Mr. Chairman, just a point
17 of procedure. I would request an opportunity to
18 have rebuttal.

19 THE CHAIRPERSON: Yes.

20 MR. DUNAWAY: I'd like to call Mr.
21 Kimbrel. I'd call Mr. Kimbrel.

22 - - -

23 MICHAEL KIMBREL

24 having been previously duly sworn, was examined
25 and testified further as follows:

1 MR. DUNAWAY: Mr. Chairman, may I ask the
2 questions from here to facilitate that process?

3 THE CHAIRPERSON: Yes.

4 - - -

5 DIRECT EXAMINATION

6 - - -

7 BY MR. DUNAWAY:

8 Q. Mr. Kimbrel, earlier, in questions of one
9 of the board members you provided some background and
10 details of the operation of the facility out there.

11 What I'd like to now ask you some
12 questions about, the actually -- the actual permitting
13 process that got us here, and --

14 MS. HUAL: Would you mind using the
15 microphone?

16 MR. DUNAWAY: Oh. Well, I regret that it
17 appears that the battery -- maybe I've got --
18 maybe it will. Does that work?

19 BY MR. DUNAWAY:

20 Q. So Mr. Kimbrel, you've been involved in
21 this process from its origination; is that correct?

22 A. Yes, sir, that is correct.

23 Q. And Sean's Outpost purchased this
24 property. And what were your plans initially for the
25 property?

1 A. Our plans initially were to build a
2 bathhouse with shower facilities and restrooms, a
3 washroom for laundry purposes, as well as having a
4 series of tiny homes that people would graduate up to
5 from initially a campground area to a graduation into
6 tiny homes.

7 Q. And you knew and understood that that
8 process would have required an access road; correct?

9 A. Yes, sir.

10 Q. And then, when we first started going
11 through the process with the county, when all of those
12 kind of larger plans went by the wayside, what was the
13 process by which we got to where we finally decided that
14 it looks like we're going to have to make an application
15 simply to do what we're doing? What was that process
16 when we finally made that decision?

17 A. Not quite sure if I understand your
18 question.

19 So basically, we -- from the initial
20 plans, massively changed once we were outbid for the
21 ECUA property. And then from that, we started bit --
22 our main source of funding ended up . . .

23 Q. Donations that were coming in?

24 A. Yeah, yeah. Donations started drying up,
25 and so we didn't have the funding that we initially had

1 thought that we were going to have. And so it -- the
2 process slowly started getting whittled down to what
3 you're currently seeing on the screen today.

4 Q. And just to clarify, what you're currently
5 seeing on the screen is essentially what is the present
6 operation, with just a few more tent sites; is that
7 correct?

8 A. Yes, sir, that is correct.

9 Q. And that is the current operation, is
10 simply people with permission can pitch a tent and go
11 through the process as is outlined in the . . .

12 A. Yes, sir, that is correct.

13 Q. What trees and clearing have you done on
14 the properties illegally?

15 A. None.

16 Q. Has there been any other commercial
17 activity or any other unpermitted activity out there,
18 other than what -- the idea that people are just
19 referring there?

20 A. No, sir.

21 Q. So you heard Ms. Kelly just state that the
22 area is cleared. That area that was -- is the strip,
23 that area has been cleared, hasn't it, that you cross
24 over that's owned by Mr. Biles?

25 A. Yes, sir, that -- that -- that area has

1 been cleared, minus -- minus the trees.

2 Q. Who cleared that?

3 A. I believe Mr. Biles did.

4 Q. Because he owns that property; right?

5 A. Yes, sir.

6 Q. Okay. What area of Sean's Outpost has
7 been cleared?

8 A. Other than, like, basic landscape
9 maintenancing [sic] --

10 Q. So y'all removed all --

11 A. Weeds.

12 Q. -- of the junk that you found out there.

13 A. Yes, sir.

14 Q. And what was that? What did you find out
15 on the property?

16 A. Out on the property when we first
17 initially bought the property, it ranged from -- there
18 was a series of flower pots to a jet ski, huge piles of
19 rubble from -- which looks like construction debris.
20 There was some playground equipment. It -- it -- it
21 basically looked like a dump site.

22 Q. And what improvements did y'all make in
23 that?

24 A. We -- we removed all of the debris.

25 The -- some of the construction debris, like huge pieces

1 of concrete we used to outline trails and what is called
2 the road or the dirt path, the dirt road.

3 And even Code Enforcement commended us on
4 a good job of cleaning it up and a good use of the
5 construction debris that had been on property.

6 Q. Explain to the board the process that
7 you're working with, the State Department of Health and
8 local health officials and those inspection processes
9 that were occurring on the site.

10 A. So we initiated weekly inspections with
11 the Escambia County Health Department at a fee of \$50
12 per inspection.

13 And they would come out once a week
14 basically unannounced. They would call me 30 minutes
15 ahead of time, saying, "We're on our way out there."

16 And I would -- sometimes was able to meet
17 them; sometimes was unable to, to escort them through
18 the property. And they would walk around, if I was with
19 them, point out, you know, this is going to be a
20 problem. This isn't a problem.

21 These are things you want to look for that
22 are going to be health violations. And these are things
23 that we look for when, you know, we're inspecting
24 trailer parks or RV campgrounds.

25 And in some cases, if things that they had

1 pointed out to me existed during one of the inspections,
2 they would note it in the inspection, and then it had to
3 be corrected by the next inspection, so when they'd come
4 back out, they would notate that it -- you know, the
5 previous violation was corrected.

6 And over time, they started requesting
7 that we do less and less inspections. If I'm correct,
8 they currently do one inspection a year for most
9 permitted facilities.

10 And so, after, I believe it was, six to
11 eight months of weekly inspections, we dropped bimonthly
12 to eventually monthly, to where now they -- they do not
13 come out and inspect. And I believe that they've even
14 stated that our campground is cleaner than some of the
15 RV parks that they inspect.

16 Q. So what, if any, adverse issues are going
17 on out there, from a neighborhood perspective? You've
18 heard Mr. Grimes, and you've heard Ms. Kelly testify.
19 What is your response to that?

20 A. So some of the concerns that they have
21 I -- I share. I personally would like to see less
22 burning going on, but our rule out there is that they
23 can only burn for one of two reasons: And that's either
24 to cook or to stay warm, which is also permitted in the
25 county code.

1 Q. And you've gone through that process and
2 know that those are two exceptions to the open-burning
3 rule; correct?

4 A. Correct. And -- and they -- they are well
5 aware that they are not allowed to cut down any trees or
6 anything on the property, so they either pick up dead
7 growth off of the ground or there have been people from
8 the neighborhood and the surrounding Escambia County
9 area that has brought in firewood on their own accord.

10 I haven't asked -- I have never requested
11 firewood to come in, which people have just brought in
12 firewood, knowing that they would need something to stay
13 warm with. If we had the finances, we would probably
14 lean towards propane.

15 Q. And, in fact, you provided through the
16 winter months, at the county's request, propane heaters;
17 correct?

18 A. Yes, sir. And -- and we still have them.
19 And when we have the propane, we use that in lieu of
20 burning.

21 Q. Michael, what other aspects -- what other
22 efforts have you and Sean's Outpost taken with regards
23 to any type of problems or concerns that have come up
24 and been brought to your attention? I mean, have they
25 been quickly rectified?

1 A. Yes, sir.

2 Q. And give us an example of a situation that
3 was -- you know, that came up, came to your attention
4 and was rectified.

5 A. I'm actually drawing a blank right now,
6 but let's see.

7 Q. Well, Mr. Biles -- earlier there was
8 testimony that you put in -- Mr. Grimes testified that
9 you put in the fence to keep the Code Enforcement from
10 taking pictures. Is that why you installed the fence?

11 A. No, sir.

12 Q. Why -- why did you install the fence?

13 A. Mr. Grimes had no problem sharing with us
14 that he was not too happy about what we were doing. And
15 we were trying to be respectful neighbors because
16 working in homelessness, we are -- we are very much
17 aware that homelessness is very much frowned upon.
18 It's -- in -- in some cases even vilified by -- the view
19 of homelessness is that it's all criminals and drug
20 addicts.

21 And so we -- we understand that that's --
22 that that's the view, so out of respect, we wanted to
23 put up a privacy fence. And we -- we share all concerns
24 with the criminal element in homelessness. We recognize
25 that there is a criminal element in homelessness. And

1 those people are not welcome on our property.

2 MR. DUNAWAY: No further questions.

3 THE CHAIRPERSON: Thank you, sir.

4 MR. KIMBREL: Thank you.

5 MR. JOLLY: I'm sorry. May I speak?

6 THE CHAIRPERSON: Did you sign up?

7 MR. JOLLY: No, sir, I didn't.

8 THE CHAIRPERSON: We'll get your
9 signature.

10 MR. JOLLY: Didn't know I was supposed to.

11 MR. JONES: Once he signs the form, can he
12 speak because time is --

13 THE CHAIRPERSON: Come forward, sir. And
14 if you'll be kind enough to state your name and
15 address and be sworn in.

16 MR. JOLLY: My name's Louis Jolly. I live
17 at 1418 Cleo Drive.

18 - - -

19 LOUIS JOLLY
20 upon being duly sworn, was examined and
21 testified as follows:

22 - - -

23 MR. JOLLY: I been living at that place
24 in -- on Cleo Drive for a long time. And I'm 82
25 years old. As far as those people talking about

1 cutting down trees, I've seen them cut the trees
2 down.

3 I've cleared the -- be clearing the bushes
4 in there. My fence is my back yard, and the
5 tents the people live in, they probably as far
6 as from here to that window there is how close
7 they are to my property.

8 And every morning when I get up and step
9 out my back door, I'm on notice. I don't know
10 who's back there or who's not back there.
11 People coming and going all the time, but I'm
12 concerned about my safety, my wife's safety, and
13 my neighbors' safety.

14 So as far as smoking and setting those
15 porta-johns go, they smell pretty ripe sometime,
16 so when I get ready to sell my property, when
17 you show your property to somebody, and they
18 say, "Well, what's all that blue stuff? What's
19 all that back there?"

20 I said, "Well, them's the homeless people
21 live back there. You can get that put in the
22 house. When you buy the house, you can get that
23 for free."

24 So I just wanted to say that very -- I'm
25 82 years old, and we're concerned for our safety

1 as well. Thank you.

2 THE CHAIRPERSON: Just a moment.

3 Board, any questions?

4 (No response.)

5 THE CHAIRPERSON: Staff, any questions?

6 Counselor.

7 MR. DUNAWAY: Nothing.

8 THE CHAIRPERSON: Thank you, sir.

9 State your name and address.

10 MS. JOLLY: My name is Helen Jolly. I'm
11 Jack Louis Jolly's wife.

12 - - -

13 HELEN JOLLY

14 upon being duly sworn, was examined and
15 testified as follows:

16 - - -

17 MS. JOLLY: I live at 1418 Cleo Drive.

18 Our house is right adjacent to the tents. The
19 tents are as close from one end of your podium
20 to the other end. That's how close we are.

21 We can look out our kitchen window and see
22 the people walking around. There's probably
23 four to five tents back there. They're large,
24 very large. They have two or three vehicles out
25 there.

1 They turn their vehicles when they drive
2 in. They are -- their lights shine, you know,
3 right on our back door, which comes out the
4 side.

5 And in discussing how thin or thick the
6 woods are, when we moved here, we chose not to
7 have a privacy fence because we do like to see
8 the woods.

9 So when Mr. Freckles died, and then when
10 his nephew moved out, there was no more woods
11 down -- there were no more -- they both lived in
12 a trailer, and they took the trailer -- the
13 nephew took the trailer with him.

14 And so naturally, the woods are thinner
15 now because we can see these people. We hear
16 them. If they're fussing and fighting, we hear
17 that.

18 We found a dog in our back yard that did
19 not climb the fence. It was a very sick dog.
20 And there's no one -- there's only one lady
21 living on our left side, and she has dogs in her
22 house that lives in her house, so she's an
23 animal lover, but the dog was very sick. And my
24 husband fed him. And he finally left -- and the
25 next day, and we didn't see him anymore.

1 My husband let him outside the fence
2 because he could not climb the fence. He had a
3 large growth on the very back of his back, and
4 he was very mangy. And he was -- he was so weak
5 he could hardly walk.

6 And as far as the tree cutting, there was
7 a big -- big large tree, maybe about 11 inches
8 in diameter on the right side -- on their side
9 of the fence.

10 And when we -- my husband and I both walk
11 because he had an illness. And so our yard is
12 very large, and we walk in our yard. And when
13 he -- when he -- when we walk, we walk down that
14 side.

15 And one morning the tree was down. It had
16 been cut to a -- maybe about three feet from the
17 bottom. And it was laying down. So they had
18 cut the tree overnight because we're in our back
19 yard every day. But we don't stay there because
20 we don't feel comfortable.

21 And there is burning, like Ms. Kelly said.
22 She may live three blocks over but we live
23 adjacent to them. And there is burning a lot.

24 And we did notify code to begin with, but
25 then, you know, we realized that well, code

1 couldn't go to -- they couldn't always -- they
2 couldn't go inside the property, so we stopped
3 contacting them.

4 But we, too, have allergies. And we can't
5 breathe good, so we have to stay inside. And
6 when they -- when they moved in this property,
7 they kept it very quiet what they were doing.

8 And, in fact, my husband was walking. And
9 he asked Mr. King when he came down the alley
10 behind our house, which belongs to the county,
11 and then Mr. Grimes bought the property that's
12 behind them and adjacent to us as well. He
13 bought that property.

14 But Mr. King was coming down the alley
15 behind our fence. And my husband introduced
16 himself to him and asked him if they were
17 building.

18 And he mumbled and kept walking. He
19 didn't say anything, so we didn't know anything.
20 We watched because we saw the toolshed that they
21 had out there that they were using to mow and do
22 different things with. And we observed that.

23 But, yes, we can take pictures from our
24 back yard. We don't have to climb on anything.
25 And if any of you would like to come out to our

1 house, you're very welcome. We would welcome to
2 take you back there and show you exactly.

3 And those tents go all the way down from
4 their privacy fence on the left or to the west
5 all the way to the east, as far as their
6 property, I suppose.

7 Thank you.

8 THE CHAIRPERSON: Thank you, Ms. Jolly.

9 Any questions of Mrs. Jolly?

10 (No response.)

11 THE CHAIRPERSON: Staff, any questions?

12 (No response.)

13 THE CHAIRPERSON: Counselor, any
14 questions?

15 (No response.)

16 THE CHAIRPERSON: Thank you, Mrs. Jolly.

17 MS. JOLLY: You're welcome.

18 THE CHAIRPERSON: We will ask for closing
19 statements at this time, beginning with the
20 staff and ending with the applicant.

21 MR. HOLMER: Thank you, Mr. Chairman.

22 I'd like to bring us back. We've gotten
23 some testimony here. Once again, there's been
24 testimony that's got a lot of emotion attached
25 to it. There's been testimony about the use of

1 the property.

2 We're not here today to determine the use
3 on the property. We're here today to discuss
4 the denial of the development order.

5 The person serving as chairman that day?
6 Should they have written in that entire -- the
7 whole list? Sure, they could have. Would it
8 have changed the denial? No. Those
9 deficiencies were still there, the deficiencies
10 that resulted in the denial.

11 Y'all made mention of -- some board
12 members made mention of remanding again. We're
13 not here with a conditional use, where this
14 board determines if a use is appropriate or not.

15 In that case, sure. You could say, "Hey
16 listen. There's -- there's some outstanding
17 issues here. Why don't you go back? Why don't
18 you go back and see if you can resolve those and
19 then we'll talk about it?"

20 You're not determining use. We're
21 determining that development order: Was the
22 denial backed up by facts in the code or was it
23 not? It's -- it's -- it's -- I mean, I hate to
24 keep saying this. It's that simple.

25 It's not feelings. It's not could it meet

1 it. It's did it. Did it meet it that day? Was
2 the decision right?

3 Could they go back? Sure. They could go
4 back. Could they meet the conditions? Hey,
5 that's -- that's what the county was asking for
6 in the first place. That's not what we're here
7 today to talk about.

8 We're here today because the applicant has
9 come and said, "This denial was incorrect. It
10 was denied incorrectly. There was not a basis
11 for the denial."

12 Appeals are a different animal before this
13 board. It's not a matter of coming in and
14 saying, "Here, have a second bite at the apple."
15 That would be great. That's fine. You know, we
16 want everyone to come into compliance.

17 We say all the time, especially Mr. Jones
18 says all the time about granting or finding a
19 way, giving someone a path to compliance.

20 So there is a path to compliance. It's
21 meeting the requirements of the LDC. That's not
22 what we're here about today. What we're here
23 about today: Was that denial factually based?
24 Yes or no.

25 This board, when it comes to an appeal --

1 So if you scroll down, please. These are the
2 pages from the Land Development Code dealing
3 with administrative appeals.

4 Please go down. So here we have final
5 determination. It's laying out that you're
6 going to need -- if you do a finding one way or
7 the other, here's what your finding is.

8 You're going to have to state how the
9 decision of the administrative official was
10 arbitrary or capricious. If that's not proven,
11 then you would need to affirm the denial.

12 And below that, if you would just scroll
13 down, board authority. Let's face it: I'm a
14 geek about these development standard things. I
15 truly think this board's authority is not to say
16 something is some technical standard that can be
17 waived or it's okay to move ahead without,
18 because there is -- there is a further technical
19 review called for.

20 If we want to talk about the roadway and
21 going to some sort of impervious use or
22 semi-impervious use surface, there's a ratio for
23 each one of those as to the stormwater that
24 comes off of it. That's how stormwater
25 calculations are based.

1 We don't have any calculations. There
2 were none of those on the site plan. The
3 request is in there: "Hey, we want to see this
4 all-weather surface," but there's no
5 calculations.

6 The things -- the deficiencies missing on
7 the plan, they're there. We're -- we don't get
8 to look at it. And I keep saying this. I'm
9 sorry. We don't get to look at this as, "Wow,
10 is this an appropriate use or not?"

11 This isn't the avenue for that. This
12 isn't what the DRC is doing. The DRC is doing:
13 Does the plan meet this? Yes or no. The denial
14 was based on deficiencies on the plan.

15 Like I said, three sides. We're right in
16 the middle. Okay. We don't necessarily want to
17 be in the middle. That's where we are.

18 The magistrate was quite clear, explaining
19 to the applicant and to the county, "Hey, go
20 through the DRC. Bring this to a resolution."

21 The application -- the site plan submitted
22 for that resolution in October had multiple
23 deficiencies that would have resulted in a
24 denial for any use. You could have brought in a
25 grocery store, and with all those deficiencies,

1 it still would have been denied for a grocery
2 store. The use isn't factoring into the staff's
3 decision.

4 The county does not -- the county
5 disagrees with the idea that the denial was
6 arbitrary and capricious.

7 We've outlined areas of the code where the
8 facts are. We've explained that the denial was
9 based on those deficiencies. Those are facts.
10 Those are facts. That was not arbitrary. We're
11 not talking about somebody not liking a use.
12 That's capricious. We didn't go there. Staff
13 did not go there.

14 The staff went letter of the law. And
15 really, at the end of the day, that's what this
16 is about, was it -- was it arbitrary and
17 capricious, the denial? County says no, it's
18 not. The burden should be, if the applicant
19 wants to overturn that, they need to prove that
20 it is. Thank you.

21 THE CHAIRPERSON: Thank you, sir.

22 Board, any questions of staff?

23 (No response.)

24 THE CHAIRPERSON: Counselor, before your
25 summary, would you like to ask staff any

1 questions?

2 MR. DUNAWAY: Mr. Chairman, I believe -- I
3 believe we've covered all that. I'd be happy to
4 move right into closing.

5 THE CHAIRPERSON: Okay, sir. Remember
6 your mic.

7 MR. DUNAWAY: Thank you, Mr. Chairman and
8 members of the board. And we do appreciate the
9 time and effort that you spent, along with the
10 public who are here who have been through this
11 process, again, many times.

12 And you are the appeal board. You're the
13 board that acts in the shoes of the planning
14 director, and you get to make the decision that
15 the planning director can make.

16 The standards here are very clear. The
17 Irving standards of the Supreme Court give it
18 those -- those standards. That is, did the
19 applicant show substantial compliance with the
20 objective requirements of the Land Development
21 Code for the applicant use that it was
22 requesting? What it was requesting here in this
23 case.

24 If it did, then the burden shifts to the
25 staff to prove that the issuance of that permit

1 would be adverse -- in fact, adverse to the
2 public.

3 General ideas of, "I don't like it, not in
4 my back yard," Supreme Court has already
5 indicated that that kind of lay testimony does
6 not rise to the level of an adverse use.

7 We've met those objective criteria. The
8 staff failed to meet its burden in showing that
9 it's adverse. This board ought to approve the
10 permit.

11 And let us get to that point. What is it
12 that you would be approving? Because Mr. Holmer
13 said this is not about the use of the property,
14 and any quotes from the special magistrate as to
15 what we were going through.

16 And let me be clear, because Mr. Jones
17 brought this up: The applicant, Sean's Outpost,
18 did not -- we weren't -- we are not fighting
19 currently today the fact that we had to make a
20 development review submittal. We gave in to
21 that. We gave up on that fight. We lost.

22 We filed the application for the
23 development permit. We paid the fee, \$859.
24 We're here. We know that we are going through
25 some process of approval.

1 The question -- and I think Ms. Rigby
2 pointed this out in her discussion with the
3 staff. And I think the staff's articulation
4 back to you shows very clearly the tension and
5 the problems that we're having.

6 We're not talking about a subdivision. We
7 know what a subdivision is. We're not talking
8 about a KOA campground, which I think Mr. Grimes
9 stated eloquently his position on that.

10 It doesn't matter whether it's going to be
11 a homeless camp or a KOA campground. Mr. Grimes
12 is going to be opposed to somebody doing
13 something to make this property behind him not
14 vacant.

15 It's commercial property. It's currently
16 vacant. We wanted to use the use that we're
17 doing now. The magistrate addresses that in
18 page two of the original order.

19 And he says -- and he goes, "The county
20 position is that the change of use from vacant
21 to the existing use is a, quote, 'development',
22 pursuant to the Land Development Code."

23 I get that. Mr. Holmer pointed it out.
24 He said, "That's why we had to file the
25 application." We agreed. We did so.

1 And so what is it that we were doing?
2 Just that. Just that. We want that use to be
3 approved. And we know that that use is approved
4 because the code says it's approved, and the
5 staff has already testified earlier they told
6 you this is an allowable use.

7 So what, then, is it that needed to be
8 approved? And it gets to the point of where
9 we -- of where we are. The code -- look at the
10 provisions. And Mr. Holmer had them up there.

11 It says here, "The specific provisions
12 identified in the appeal application are
13 applicable. Make sure that these are applicable
14 to the decision."

15 Well, look in your package. Look at my
16 letter of October the 27th. You have that
17 package before you. I state that at the DRC,
18 the issue is narrowed to the county claim that
19 the design standard manual, DSM, Section 2.2
20 required the construction of an all-weather
21 access road.

22 And you heard Mr. Jones testify in
23 response to Ms. Rigby's question. What is it?
24 Because the development order doesn't say. Just
25 says, "Denied. See below." Nothing there.

1 And he said it's the access road and the
2 stormwater that would be associated with it.
3 But we know from the testimony that stormwater
4 is not required if there's no access road
5 required.

6 So the question is: Is there an access
7 road? Is that required? Staff said DSM 2.2
8 requires that. We didn't hear any testimony or
9 evidence submitted to that today.

10 But in any event, we -- the applicant said
11 to the DRC: "Okay. Issue the permit contingent
12 upon the access road. Make it a condition."

13 Staff says, "We can't do that because it
14 wasn't on the application. We can't add to it."
15 But you see, you've got -- you've got special
16 conditions all the time. Go back and do the
17 stormwater -- the flood plain analysis. And all
18 kinds of conditions that are put on there.

19 We don't think this road's necessary. And
20 the reason, again -- and point this out --
21 because we're not doing anything. We're not
22 developing anything.

23 We're simply asking for what is the use.
24 And that's what the magistrate said. The
25 change -- the existing use is vacant. We know

1 that.

2 What is the use now? Well, people are
3 there. There went the battery. They're using
4 it. It's a residential use. We know that the
5 use is allowed under the code. The question is:
6 How do you get to a point in which you, the
7 county, can approve?

8 MR. JONES: Probably need to get to the
9 mic. Be able to hear you and record it.

10 MR. DUNAWAY: How do we get to a position
11 in which the county . . .

12 (Microphone stand collapses.)

13 MR. DUNAWAY: Because it's happened
14 before.

15 MR. HOLMER: I got it. It happened to you
16 the last time.

17 MR. DUNAWAY: Mr. Chairman, I'm just going
18 to hold it so it doesn't drop through.

19 MR. HOLMER: There you go.

20 MR. DUNAWAY: So that's the whole point.
21 What is it that we're doing? It's the use. It
22 was vacant. You know that there was a
23 trailer -- two trailers on there. Hauled the
24 trailers off. It was used as a dump, so we're
25 using it for residential use and temporary

1 shelters, so that's -- that is the issue that's
2 before you. That's the clear matter that is
3 before you on this case.

4 We believe that you, based on the fact
5 that you've seen, can overturn staff and issue
6 the denial -- and issue the permit.

7 If you feel uncomfortable with that, then
8 we are asking, just as we asked the DRC, then
9 overturn staff's condition, issue the permit and
10 condition it on the implementation or the
11 building of an all-weather road.

12 Again, I point out that we're not doing
13 anything. There's no -- the only reason the
14 road it said was there was for the
15 porta-potties. Of course, you know, that's --
16 we're past that point. If you want to make it a
17 condition, then do so. You have that authority.

18 The staff said that it's black and white
19 and there are no shades of gray, but if this
20 were the case, there wouldn't be an appeal
21 process. You act as the planning director.
22 Planning director has a lot of discretion in the
23 review and interpretation of the Land
24 Development Code.

25 As has already been stated, this is a use

1 that has never been permitted in Escambia
2 County. I get that. It's a difficult decision.
3 It's one that the staff needed your support. It
4 needed a board of citizen-appointed persons who
5 can say to the county and to the -- our citizens
6 that, "You know what? This is an allowable
7 use."

8 People are living in Escambia County in a
9 tent all the time. We ought to give them a
10 place that is permissible, and this landowner is
11 doing so. It's a commercial zoned property,
12 heavy commercial, light industrial. We didn't
13 even go into all the details as to what could be
14 permitted in this type of location in this type
15 of area.

16 The densities for this property, of which
17 there are currently 15 dwellings, people who are
18 dwelling on this eight acres, the densities in
19 here well exceed hundreds, the number of people
20 who could be permittable living in this area,
21 neighbors to the Mayfair Subdivision.

22 We get it that it's an unpopular use. We
23 get it that people are justifiably -- are
24 regrettably concerned about the people who don't
25 have permanent housing, but as you stated -- as

1 you've heard from the director, and as you see
2 from the detailed analysis and the detailed
3 operations manual, this is a well-run process.

4 Code Enforcement is -- I promise you that
5 the county is well aware of 1999 Massachusetts.
6 Code Enforcement knows where we are. If there
7 were issues regarding nuisance or any type
8 thing, they would be written up. We would be
9 written up. Those have not come before you.

10 There's not been the clearing that was
11 talked about, trees. There's not been any
12 adverse use of the property. In fact, the only
13 competent substantial evidence before you is
14 that the property has been greatly improved.
15 It's been greatly improved from its previous
16 use. That use is for the housing of persons who
17 don't have permanent housing in Escambia County,
18 and that is the use that Sean's Outpost requests
19 that you allow to continue.

20 We allow -- we request that it be granting
21 of the permit without the road, but if you
22 believe that that is, in fact, a DSM 2.2
23 requirement, then condition that on the issuance
24 of the permit and give us the permit. Thank
25 you.

1 THE CHAIRPERSON: Thank you, sir.

2 Board, any questions of the applicant?

3 (No response.)

4 THE CHAIRPERSON: Staff, any questions of
5 the applicant?

6 (No response.)

7 THE CHAIRPERSON: The Chair will now
8 entertain a motion regarding this item. In your
9 motion, please state whether or not you adopt
10 staff's findings of fact.

11 If for any reason you do not accept
12 staff's finding of fact, please go through the
13 criteria and address each one specifically as
14 why you do not concur with staff's findings.

15 Do we have a motion?

16 MS. RIGBY: I thought we didn't have a
17 staff's finding of fact per se on an appeal.

18 MR. HOLMER: There's not. That
19 boilerplate language . . . Sorry. That's
20 boilerplate language because most cases that
21 come before us -- Once again this is a different
22 case. Y'all are deciding to overturn the denial
23 or, you know, agree with the denial is basically
24 what's . . .

25 MS. RIGBY: In overturning the denial, we

1 don't -- do we therefore -- we don't therefore
2 accept the development order; correct? Because
3 then that would be acting as a development
4 review specialist.

5 MR. DUNAWAY: Which you are. I mean, just
6 for clarification. The code -- Land Development
7 Code says that you in the appeal have all of the
8 authority as the planning director for the
9 county. You are now the planning director for
10 the county.

11 MR. HOLMER: And it's the highlighted
12 portion right there in front of you.

13 Also remind you about the technical
14 specifications to exempt any development from
15 required review or approval by the authority.
16 You know, you can't change technical standards
17 or the application therefor. You are deciding
18 was the -- was the denial good or bad,
19 essentially.

20 MS. HUAL: If you could just scroll up to
21 the . . . board finding right there.

22 MR. HOLMER: There you go.

23 MS. HUAL: So in essence, if you decide
24 that the appeal -- decision was an error, in
25 which case you may wish to reverse it or modify

1 it, or you may find -- affirm that decision.

2 Those are the options. And the decision was to
3 deny the development order.

4 MR. HOLMER: Correct.

5 THE CHAIRPERSON: So bottom line: We
6 either accept or deny.

7 MS. HUAL: Affirm.

8 THE CHAIRPERSON: Affirm or deny. Affirm
9 or deny.

10 MR. CASEY: Mr. Chairman, I have a
11 question.

12 THE CHAIRPERSON: Yes. You may affirm in
13 whole or in part. And by that I mean modify it.
14 Okay.

15 MR. DUNAWAY: Deny and or remand -- well,
16 in that case, yes.

17 THE CHAIRPERSON: Or remand it.

18 MS. HUAL: Well, if you're not affirming,
19 meaning you're reversing in whole or in part and
20 you add modification with an instruction, then
21 that would entail remanding.

22 MR. JONES: And -- and -- and attorney, I
23 would suggest that if that is the decision, I
24 want specific and -- specifics on what this
25 board is directing. If that's the case, I'm

1 going to be asking to request so that they'll
2 know . . . we'll know on what we are looking for
3 if there is a remand, based upon the Land
4 Development Code.

5 MR. GANT: Let me see the rest of
6 Paragraph B in its totality. I can't see it.

7 Thank you.

8 MR. CASEY: Mr. Chair, my question is, I
9 guess just being straight, without trying to
10 search for the wording, is in the case of
11 accepting staff's finding of denial, where does
12 the applicant go from here?

13 Can he go back and do the re-ap to
14 complete the requirements? I'm not sure if
15 that's something that staff could answer or the
16 applicant could answer.

17 MR. DUNAWAY: I'd be happy to answer for
18 Mr. Casey, subject to the staff's . . .

19 MR. JONES: Go ahead -- comments.

20 MR. DUNAWAY: The Land Development Code
21 provides for the opportunity to appeal the Board
22 of Adjustment's decisions to a Circuit Court.
23 Circuit Court then would rule as to the legality
24 of the action here.

25 So that would -- that would be the next

1 step if the board affirmed, essentially, the
2 staff denial.

3 MS. HUAL: I think Mr. Casey's question
4 was whether or not the applicant would have the
5 opportunity to go back to the DRC and meet the
6 stated requirements that were deficient --

7 MR. CASEY: Correct.

8 MR. DUNAWAY: Under the current --

9 MS. HUAL: -- on the first go-round.

10 MR. DUNAWAY: -- procedural requirements
11 that are before us that were set by special
12 magistrate Beasley in the order that you were --
13 submitted and that you have, the options that
14 the special magistrate gave the applicant were:
15 Obtain the permit or cease the activity within
16 90 days of final appeal.

17 So we know in that circumstance that under
18 the current Land Development Code, an appeal of
19 a staff decision is not the same as a
20 conditional use, so there's no 90-day or 180-day
21 cooling-off period.

22 We could resubmit, but we started this
23 process over a year ago the first time, so we
24 would be -- we only have 30 days to appeal, so
25 the appeal process to the Circuit Court is much

1 faster than we know that we could ever get any
2 action at the county level. Otherwise, we would
3 trigger the special magistrate's requirement
4 that we vacate the use.

5 MS. HUAL: When did the clock start on the
6 90 days?

7 MR. DUNAWAY: The clock starts on the 90
8 days when final appeal is rendered.

9 MS. HUAL: Okay.

10 MR. DUNAWAY: So I couldn't afford not to
11 do that because I won't have time in the 30 days
12 to get something resolved to meet the
13 magistrate's order, so that's why I say the
14 practical consequence of that would be an appeal
15 to Circuit Court, of which we would do.

16 We would much prefer that if you had
17 some -- if you had some concern about that, that
18 you remand because a remand back from this board
19 would keep us out of the jurisdiction of the
20 special magistrate and would be able to allow
21 that process to continue under the -- under your
22 guidance. You are the planning director now.

23 MR. JONES: I would like to add -- Thank
24 you, Mr. Dunaway, for that legal -- and Madam
25 Attorney, that, again -- just -- just for

1 clarification, don't know what you're going to
2 decide but -- if determine that if you continue
3 to come back, with the understanding that it
4 still must meet the requirements.

5 And we do need to -- and I will suggest
6 that we give it a timeline, a reasonable
7 timeline. This has been going on for quite a
8 while.

9 We -- we -- because I know that they want
10 closure. We got to get closure to the
11 community. We got to give closure for ourself.
12 This has been going on a good length of time.

13 So -- so -- so -- so those conditions
14 of -- we're discussing, but that's the case with
15 the attorneys, we can be specific -- specific on
16 what we're looking at and what staff is required
17 to do and what they expect per the Land
18 Development Code, if that is the case.

19 MR. HOLMER: I just want to point out: A
20 remand, going back, getting a second bite of the
21 apple, seeing could it meet it, that doesn't
22 address the question before you today.

23 MR. JONES: Absolutely. Thank you.

24 MR. HOLMER: The question before you today
25 is, was that denial arbitrary, capricious?

1 Really, it all boils down to that. It's not
2 could they go back and get another chance and
3 make it? Hey, we don't know. At the heart of
4 the matter, we need some sort of finding from
5 this board on the issue of the day.

6 MS. RIGBY: Okay. But what I'm seeing,
7 you're asking me -- asking us was the denial
8 arbitrary and capricious? But all we know is
9 that it was denied because it didn't meet some
10 standards. What are those standards?

11 MR. HOLMER: I went through that. I
12 discussed those, which we talked about. Yes, we
13 talked about the roadway and what that could
14 trip. I discussed the buffering requirements
15 that weren't met. I discussed the labeling.

16 MS. RIGBY: But you said there was other
17 things. If we had a list of -- and -- and I
18 guess that's what I'm looking for. I'm used to
19 seeing it, is that we denied you -- we denied
20 you, Mr. Applicant, because of this list.

21 MR. DUNAWAY: "See below."

22 MS. RIGBY: And the applicant can say,
23 "Yeah. I better do that."

24 Then, yes, you denied it and it was -- it
25 was a fair denial because the applicant is not

1 going to do it.

2 The applicant has stated that you want a
3 road. To me, it seems like this road came last,
4 but I don't know because I don't have
5 documentation that says when the road came into
6 play or -- What I think happened here -- and I'm
7 basing on just the information given -- is that
8 this at first was a square peg that was going to
9 fit in a square hole, and everybody on the board
10 knew what was going on.

11 That square peg rounded because they
12 decided they couldn't afford to do the bathhouse
13 or -- or the structure, so the square peg became
14 round. But we've still got this square hole.
15 Okay?

16 So now we have to somehow figure out how
17 this square -- this round peg can fit into the
18 square hole. And through that process, there
19 has been many variations of comments that, okay,
20 well, since you're not doing this anymore, the
21 bathhouse, the permanent structures, you're now
22 doing this, now these are your criteria to fall
23 under.

24 Like he said, we're doing nothing. What
25 do you want us to do if we're doing nothing?

1 This is an animal all in and of itself. This
2 probably is not in the LDC, as far as
3 performance standards, as far as criteria, to a
4 certain degree. I don't know.

5 I would -- in my mind, I would think that
6 they would be looking at this as a campground,
7 and what are the criteria, the conformity of a
8 campground, and do they meet them.

9 They meet the standards A through G but
10 they don't meet standard S, Q, L and M. I
11 can -- I can -- I can -- I can say, "Yes, your
12 denial was correct." But not knowing specifics,
13 in general that is arbitrary.

14 MR. HOLMER: You've talked about doing
15 subdivisions. Different animal. Fully
16 understand that. You're going through that
17 process.

18 When you get to the stage for a
19 development order, let's say your preliminary
20 plat. As to those comments, one of the things
21 you get and you get signed off is from each
22 reviewer signing that disposition sheet saying,
23 "Hey, everything's done."

24 MS. RIGBY: Mm-hmm.

25 MR. HOLMER: We move forward. Because

1 that's your thing, saying, "Hey, I met all their
2 conditions."

3 MS. RIGBY: Right.

4 MR. HOLMER: We don't have that. It
5 didn't meet all the conditions before going to
6 the sign-off stage. Once again --

7 MS. RIGBY: Why did it go to final if it
8 didn't meet that step?

9 MR. JONES: Because -- I would like to --
10 to submit this for -- in evidence. The
11 evidence -- And I know that Mr. Rigby -- I mean
12 Mr. Dunaway definitely has this.

13 There was a letter forwarded to him by
14 order of the special magistrate stating that we
15 had to send a copy of these comments to Mr.
16 Dunaway, the comments that are -- that are right
17 here -- he got a copy -- stating on what he got
18 to do for the September 28th site plan review
19 meeting. These comments right here.

20 MS. RIGBY: Okay.

21 MR. GANT: Read those comments.

22 MR. JONES: Yes. Yes, yes, yes.

23 For the record -- for the record -- I'm
24 quite certain that Mr. Dunaway has this letter.
25 Certain.

1 We need -- it says, one of the comments --
2 MR. DUNAWAY: Mr. Chairman, the only -- if
3 I could, the only reason I would object to this
4 is because the appeal that we're doing is coming
5 from DRC. We're coming from a denial at DRC.

6 As Ms. Rigby knows, at DRC, lots of things
7 get resolved one way or the other. Out of
8 DRC -- and I refer back to your standards for --
9 and that is, the specific LDC provision
10 identified in the appeal application, are they
11 appropriate?

12 The appeal application made clear, and
13 it's part of your record -- the appeal
14 application and the county -- the staff didn't
15 object to that. They didn't -- and then they
16 didn't present any evidence contrary to that.

17 But the appeal -- and look at my letter of
18 October the 27th. That's my appeal. That's my
19 letter to you as the board, my appeal.

20 And it says, "At the DRC, the issue was
21 narrowed to the county claiming that the design
22 standard, DSM 2.2, required an all-weather
23 road."

24 And again, the testimony during the
25 hearing -- now we're in argument -- but the

1 testimony during the hearing was from Mr. Jones
2 this was narrowed to the road, the all-access
3 road.

4 And the reason it was is because the
5 county knew that the road would kill the
6 project. It knew that, because I had been up
7 front with that since way back before.

8 I can't build a road if I don't have any
9 money. I can't build a road, so is there a way
10 we can work through this process without the
11 road?

12 And -- and there was a time -- but at the
13 end, it turns out that, no, you can't. And so
14 we said, "Well, condition the permit -- issue
15 the permit conditioned on the road."

16 But what's before you is an appeal of the
17 DRC, not appeal of staff's random comments
18 because I -- you know, we've got April comments.
19 We've got all kinds of comments out there.

20 But as you know, Ms. Rigby, it's what was
21 the denial at DRC. And the DRC was narrowed to
22 the issue of the all-weather road, so we
23 believed that we were appealing the denial of
24 the staff based on an all-weather road. That's
25 what we -- that's what we thought.

1 That's why we paid the \$682.60 to make
2 this appeal, so we could bring it to you and
3 say, "One, we don't think the road is necessary
4 and we don't think the staff has proved it. And
5 we didn't think they proved then. We don't
6 think they proved it tonight -- I mean today."

7 But if it is, as we said at DRC, clearly
8 to the DRC, well, then, issue the permit
9 conditioned on it because everything else we've
10 done. And that's what we appealed. That's what
11 the third paragraph is, so that's what your
12 provision -- specific LDC provision. Identify
13 in the appeal application, are they appropriate
14 to the decision, and was the decision not in
15 compliance with those provisions?

16 We think we've met all those objective
17 criteria, and the burden would shift under the
18 Irving standard.

19 So I would object to Mr. Jones now in
20 argument, after the hearing is closed and the
21 board is discussing, to introduce comments which
22 I acknowledge we received. Absolutely. We
23 received a bunch of comments throughout the
24 years, but we narrowed these issues down at DRC
25 to the 2.2 DSM, was an all-weather road

1 required? That's what we appealed.

2 MR. JONES: Now, in response to answering
3 the question -- there was a question asked
4 regarding -- because I think -- I think it's
5 perfectly clear that they stated that they did
6 not want to do, which is the primary -- one of
7 the primary concerns, which is probably most
8 costly for them. That's not my issue. That's
9 not my issue, the cost.

10 I think it was stated emphatically by Mr.
11 Stromquist that -- that they are aware of the
12 comments, but they did not meet the requirements
13 of complying on the site plan, to give us the
14 opportunity to review for stormwater for the
15 road in any other comments that that may trigger
16 this.

17 They acknowledge the fact that they
18 received the comments. He just acknowledged the
19 fact that he got them. He just acknowledged the
20 fact that they know that they can do it, but "we
21 really don't want to do it."

22 So I think -- and I think at this point,
23 the testimony is quite clear from Mr. Drew and
24 Mr. Dunaway of what the primary issues are
25 from -- from the comments that they received,

1 and they acknowledged those things.

2 So and if you -- and again, that's why I
3 say, we have those. If you want to see them, we
4 can submit them right now.

5 But it has been acknowledged that they
6 have them. We know why we're here. Because we
7 just cannot and don't want to meet the
8 condition. That's his -- his assertion, board,
9 his assertion that due to this condition, we
10 cannot -- our code does not allow for this
11 because other things that stated that -- that
12 this triggered this -- this triggered this.

13 It's in here. They were aware of things
14 so we were -- but through that, Mr. Rigby -- Mr.
15 Dunaway already gave his closing remarks.

16 I'm just responding to the comments that
17 Ms. Rigby is stating to readdress that fact, not
18 to rehash this all over again.

19 And what he said by him was said by Mr.
20 Drew, too, for me.

21 MR. HOLMER: The conditions . . . there
22 are conditions. They're small things. They
23 don't trigger other things.

24 The reason that the county approves a
25 development order, we want everything on that

1 site plan. It's real simple. We have
2 inspectors who go out to make sure everything
3 was done according to the plan on that piece of
4 paper.

5 If we were to conditionally approve
6 something, a road, we don't know how much
7 impervious surface. We don't know how much
8 runoff. We don't know how the stormwater is
9 going to be handled.

10 If the county approves the site plan
11 without all that -- without that stuff on there,
12 what happens when the complaints roll in?

13 MR. JONES: Absolutely.

14 MR. HOLMER: Well, I think they're causing
15 problems for me downstream. Our inspector goes
16 out with a set of plans. It's not on the plans.
17 It's, "Well, we're going to do this." Where's
18 the calculations?

19 We're in a position if it's not on that
20 plan and we need it on that plan, we have to
21 stop it at that point. There's a reason why
22 everything needs to be drawn on that plan.

23 And years down the road, someone could
24 have an issue. "Was it drawn on the plan?"

25 "No, it wasn't drawn on the plan. It was

1 just going to be worked out later."

2 Mr. Jones is correct. We simply don't
3 have that leeway. We're not doing that. I'm
4 sorry.

5 MR. CASEY: Mr. Chair, if I may say, you
6 know, what we're here to decide, if the process
7 was done correct.

8 And listening to everything, taking out
9 the emotions, I'm hearing that's -- and I'm
10 convinced that staff is saying that two
11 requirements weren't met. And the applicant is
12 also understanding that the requirements weren't
13 met.

14 So that being said, you know, I'm
15 convinced that the process -- the justification
16 for staff to deny it, I'm in a position that --
17 I don't take it real light -- if all the
18 discussion's been taken care of, to move that we
19 accept the recommendation of staff's denial.

20 THE CHAIRPERSON: Okay. We have a motion
21 to accept staff's finding of fact.

22 Do we have a second?

23 MS. GUND: Well, I too believe that you
24 weren't doing nothing. You were doing something
25 with the property, and going through the process

1 of the county. And the county was in it for a
2 lot of years. I mean, they know the process and
3 that the process was not followed, so I second.
4 I agree with Mr. Casey, and I second that
5 motion.

6 THE CHAIRPERSON: We have a motion and we
7 have a second. Second by Judy. Motion by Mr.
8 Casey.

9 Discussion.

10 MS. HUAL: Just to clarify, the motion is
11 to affirm the decision.

12 MR. CASEY: Yes, the denial.

13 MS. HUAL: Okay.

14 MR. CASEY: Correct.

15 THE CHAIRPERSON: Discussion?

16 (No response.)

17 THE CHAIRPERSON: All those in favor,
18 signify by raising your right hand.

19 (Three hands raised.)

20 THE CHAIRPERSON: Oh, boy.

21 Those opposed, likewise?

22 (Three hands raised.)

23 THE CHAIRPERSON: It's a tie vote, so the
24 staff's findings are accepted. Okay.

25 MR. DUNAWAY: Ms. Hual, may I ask a

1 procedural question?

2 MS. HUAL: Yes.

3 MR. DUNAWAY: Given the fact that we have
4 a three-three vote, and knowing that I have to
5 appeal that process, the motion was to accept
6 staff's findings of fact, which we know there
7 are no findings of fact.

8 MS. HUAL: Which I asked for the
9 clarification.

10 MR. DUNAWAY: Then Ms. Gund stated the
11 process was not followed.

12 MS. GUND: I'm sorry.

13 MR. DUNAWAY: I would request --

14 MS. GUND: The process was followed. I'm
15 sorry. I meant to say that the process -- the
16 county has a process, and it was followed. It
17 was -- well, how do I put that? I guess it was
18 not followed by you guys.

19 MR. DUNAWAY: That's -- that's -- yeah,
20 that's what I heard -- I heard you say, that
21 Sean's Outpost did not follow the process. And
22 so I don't know what to appeal.

23 MR. GANT: I think the -- the vote was to
24 affirm the staff's -- approve -- approve the
25 staff's decision -- findings and decision, so I

1 think that's -- is that correct?

2 MS. HUAL: That was what I understood.
3 And that was why I made a point of clarifying,
4 to be sure that that was, in fact, Mr. Casey's
5 motion.

6 MR. DUNAWAY: Yes, ma'am. I just -- And I
7 understood that. It's just that there were no
8 findings of fact.

9 MS. HUAL: No. I think it was to affirm
10 the decision.

11 MR. DUNAWAY: Yes, ma'am.

12 MS. HUAL: Is that true, Mr. Casey?

13 MR. CASEY: Yes, absolutely.

14 THE CHAIRPERSON: Any other business?

15 (No response.)

16 MR. HOLMER: Yes, ma'am. We do have a
17 variance case on the 21st at 8:30 a.m.

18 THE CHAIRPERSON: Without objection, we
19 stand adjourned.

20 (Hearing concluded at 12:31 p.m.)

21

22

23

24

25

CERTIFICATE OF REPORTER

STATE OF FLORIDA)

)

COUNTY OF ESCAMBIA)

I, DAVID A. DEIK, CP, CPE, Professional Court Reporter, certify that I was authorized to and did stenographically report the foregoing Board of Adjustment proceedings; and that the transcript is a true record of the proceedings contained herein.

I further certify that I am not a relative, employee, attorney, or counsel to any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action.

DAVID A. DEIK, CP, CPE

Professional Court Reporter

EXHIBIT 1



CLARK PARTINGTON
ATTORNEYS AT LAW

William J. Dunaway
Licensed to Practice in Florida and Mississippi

wdunaway@clarkpartington.com
Direct (850) 208-7020

April 5, 2016

HAND DELIVERY

Horace Jones, Director
Escambia County Development Services Department
3363 West Park Place
Pensacola, FL 32505

**Re: Development Review Application; Satoshi Forest;
Parcel ID No.: 12-2S-30-7002-000-000**

Dear Mr. Jones:

Please find enclosed Sean's Outpost, Inc.'s Development Review Application for the subject parcel. In accordance with the Minor Development Site Plan Application package submittal requirements, I provide the following narrative.

The property is owned by Sean's Outpost, Inc., an entity organized under the laws of the State of Florida. Sean's Outpost provides meals and other services to persons in need. The Future Land Use Designation for the property is Mixed Use Urban and it is in the Heavy Commercial/Light Industrial (HCLI) zoning district.

My client's parcel is approximately 8.82 acres of which approximately 5 acres are jurisdictional wetlands. The area is vacant and heavily wooded. The property abuts Massachusetts Avenue. For the past two years, my client has allowed persons who otherwise have no permanent residence to remain onsite. Those guests have, from time to time, constructed temporary shelters utilizing tents and tarps. Except for a properly permitted privacy fence along the western boundary, no permanent development or other development activity has occurred on the site.

In the attached application, my client proposes to maintain the status quo. After two years of negotiations with both the County and the State Department of Health, my client received final action on its application for a campground on March 22, 2016. In that action, Sean's Outpost learned that in its present use, the property does not require a license or permit for camping from the State Department of Health and, therefore, it is operating in full compliance with State health and sanitation provisions (see attached letters). The Health Department has periodically inspected the facility and has documented full compliance over the past two years.

125 West Romana Street, Suite 800, Pensacola, FL 32502 • (850) 434-9200

Pensacola • Destin • Tallahassee • Santa Rosa Beach • Orange Beach • clarkpartington.com

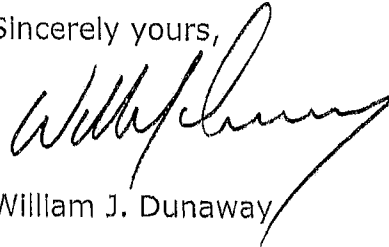
Horace Jones, Director
April 5, 2016
Page 2

As indicated on the Preliminary Site Plan, my client proposes no development and seeks nothing more than to continue its use. That is, it does not intend to construct, develop, or otherwise change the nature of the use which has for the past two years coexisted peacefully with the surrounding neighborhood.

The site is serviced by ECUA potable water and garbage service and the sanitary facilities are provided by Containers, Inc. in the form of three portalets and one hand washing station. These sanitary facilities are located near the location of tent site #12 depicted on the attached Preliminary Site Plan. While the attached site plan shows specific locations for tent sites, in actual practice, the tents are more spread out on the available uplands. Health Department Inspectors have continued to provide inspection services and have documented compliance in their Inspection Reports which are also attached.

With kind regards, I remain

Sincerely yours,



William J. Dunaway

WJD/bfs
Enclosures

PROJECT INFORMATION FORM

Development Services Department, 3363 West Park Place, Pensacola, FL 32505 (Phone) 850-595-3475 (Fax) 850-595-3703
www.myscambia.com

Allow 2 working days for the return of this form

SECTION 1-A: MANDATORY – THIS SECTION TO BE COMPLETED BY APPLICANT

Applicant/Company Name: Sean's Outpost, Inc. Phone: (850) 287-0792 Fax: _____

Mailing Address: 1999 Massachusetts Ave. State: FL Zip Code: 32505

Project Name: Sean's Outpost - Satoshi Forest Proposed Use: _____

Property Reference Number(s): 122S307002000000

Project Address: 1999 Massachusetts Ave., Pensacola, FL 32505 Estimated Parcel Acreage: 8.82

Is Site currently developed? NO ___ YES ☒ If YES, describe existing development potable water and portable toilets along with upland areas available for tent sites. The site was previously used as a trailer park.

Is a Conditional Use, Variance, Rezoning or Future Land Use Amendment required for the Proposed development? NO ___ YES ___

***If you would like to apply for a Variance (as required by the Land Development Code) prior to the issuance of a Development Order, please contact Andrew Holmer (850) 595-3472. * We do not believe a variance is required, but see narrative for more information.**

Select Type of Submittal:

Site Plan: _____ Site Plan Minor: ☒ Unplatted: _____ Preliminary Plat/Construction Plans: _____

Would you like a Project Champion (Optional Customer Service Program)? ☒ Yes ___ No

Site Plan Project Submittals

Estimated SQ. FT. of Building Footprint: 0

Estimated SQ. FT. of Impervious Surface
(Including Bldg Footprint): 0

Subdivision Project Submittals

Total # of Phases: _____ Total # of Lots: _____

of Lots in Phase 1: _____ # of Lots in Phase 2: _____

of Lots in Phase 3: _____ # of Lots in Phase 4: _____

SECTION 2: This section to be completed by County Staff.

Parcel Future Land Use(s): _____ Surrounding Future Land Use(s): _____

Parcel Zoning District(s): _____ Surrounding Zoning Districts: _____

Airport Environment(s): _____ Overlay District(s): _____ Commissioner District: _____

Drainage Basin: _____ Hurricane Evacuation Zone: _____ Flood Zone: _____

Notes: _____

Checked by: _____ Date: _____

Planner/Project Champion Verified: _____ Date: _____

DEVELOPMENT REVIEW APPLICATION

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 850-595-3472
www.myscambia.com

Project Name Sean's Outpost - Satoshi Forest

Project Address: 1999 Massachusetts Ave, Pensacola, FL 32505

Choose either BOX 1 or BOX 2, mark ONLY ONE (1) application type. In BOX 3, mark only one type of proposed land use.

BOX 1: Major Development Application Type 1) <input type="checkbox"/> Site Plan 2) <input type="checkbox"/> Preliminary Plat 3) <input type="checkbox"/> Master Plan 4) <input type="checkbox"/> Unplatted Subdivision 5) <input type="checkbox"/> Final Plat 6) <input type="checkbox"/> Artificial Lake 7) <input type="checkbox"/> Artificial Pond	BOX 2: Minor Development Application Type 1) <input checked="" type="checkbox"/> Site Plan Minor (See form on web site titled "Minor Development Site Plan Submittal")
BOX 3: Type of Proposed Land Use <input type="checkbox"/> Commercial <input type="checkbox"/> Residential <input checked="" type="checkbox"/> Both	

List the Property Reference Number(s) for all parcels involved:

Parcel	Sec #	Twp #	Rge #	Sub #	Lot #	Blk #	Parcel	Sec #	Twp #	Rge #	Sub #	Lot #	Blk #
1	12	2S	30	7002	000	000	4						
2							5						
3							6						

Project Narrative: Describe the proposed development project including: 1) all existing property uses, conditions and improvements, 2) all proposed uses, 3) height of each building/ structure in stories and feet, 4) federal and state regulatory permits required, 5) density transfer calculations if density transfer is proposed. *(A separate written narrative may be submitted with the application instead of using the space provided below).*

See attached Transmittal Letter.

Property Owners: Name: Michael Kimberl

Street address: 1999 Massachusetts Ave. City: Pensacola State: FL

Zip Code: 32505 Phone: Work () Cell (850) 287-0792 Fax ()

E-mail address: d.edlee@gmail.com

Developer: Name: _____

Street address: _____ City: _____ State: _____

Zip Code: _____ Phone: Work () Cell () Fax ()

E-mail address: _____

Agent / Engineer: Name: _____

Street address: _____ City: _____ State: _____

Zip Code: _____ Phone: Work () Cell () Fax ()

E-mail address: _____

Provide the requested information in the space provided:

Future Land Use Category(ies): MU-U Zoning District(s): HC/LI

Has any part of the project site been previously involved in a Future Land Use Map Amendment, Application for Rezoning, Application for Conditional Use, Application for Variance, Application for Vested Rights, Appeal of Administrative Decision, other county review?
No ☒ Yes _____ If YES, which type: _____, Date ____/____/____, Case # _____

Does the proposed project require a Variance, Conditional Use Approval, Rezoning, or a Future Land Use Change?
No ☒ Yes _____ If YES, which: _____ If YES, attach written explanation.

***If you would like to apply for a Variance (as required by the Land Development Code) prior to the issuance of a Development Order, please contact Andrew Holmer (850) 595-3472.**

Provide the requested information in the space provided:

Water Provider: ECUA Septic _____ Sewer _____ Provider: Containers Inc. Portalets (3)
Handwashing Station (1)

Are there existing building(s) on site? No ☒ Yes _____

Describe last use of building(s): _____

SQ. FT. of Building Footprint: _____

SQ. FT. of Impervious Surface (Including Bldg Footprint): _____

Total Site Acreage: 8.82 Total Acreage to be disturbed: 0

Total Acres of Wetlands: Approx. 5 Total Acres of Wetlands to be disturbed: 0

Number of Trees on site: Hundreds Number of Trees to be removed: 0

If you have any question or comments regarding this application, please contact us at (850) 595-3472.

We appreciate suggestions of how to improve our services.

DEVELOPMENT REVIEW APPLICATION CERTIFICATION FORM

I affirm and certify that I am duly qualified as authorized agent to make such application; that I understand the questions asked in the application; that all information and statements submitted in any documents or plans concerning this application are accurate to the best of my knowledge and belief; that I understand the application, attachments, and fees become part of the Official Records of Escambia County and not returnable or refundable; that this application is of my own choosing and staff has explained all procedures relating to this request; that there are no guarantees as to the outcome of this request; that the application is being accepted subject to verification of information; that any false information knowingly given by me may result in denial of the application, and that additional information may be required by Escambia County in order to make a determination.

Sean's Outpost - Satoshi Forest
Name of Proposed Development

Authorized Agent's Signature

Date

Agents Name (print): Michael Kimberl

Company Name: Sean's Outpost Inc.

Street address: 1999 Massachusetts Ave. City: Pensacola State: FL

Zip Code: 32505 Phone: Work (850) 287-0792 Fax: ()

STATE of Florida

COUNTY of Escambia

The forgoing instrument was acknowledged before me this 5th day of April,

year of 2016 by Michael Kimberl who () did () did not take an oath,

He/she is () personally known to me, () produced current Florida/Other driver's license, and/or () produced current
_____ as identification.

Signature of Notary Public

Date

William J. Dunaway

Printed Name of Notary

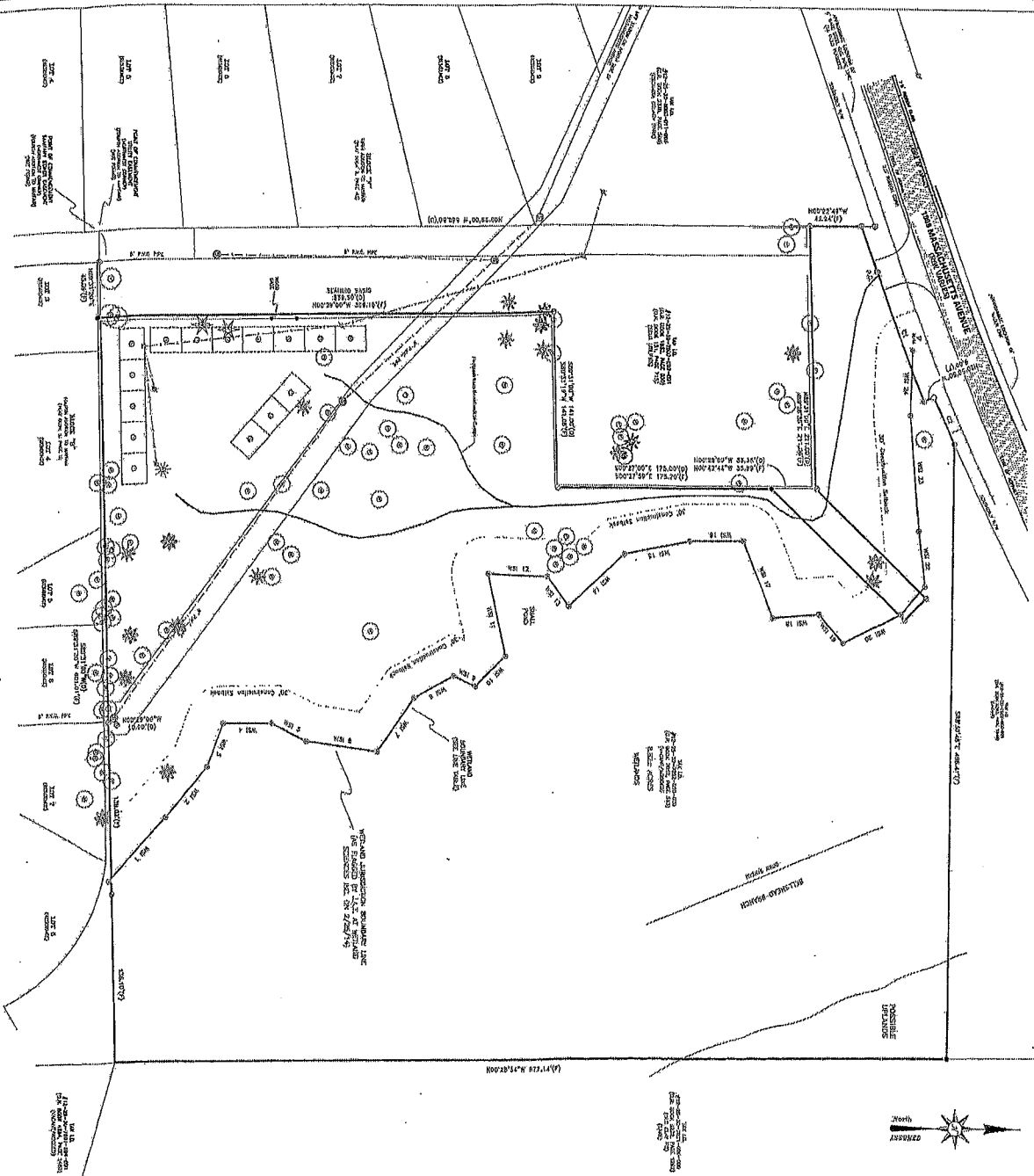
March 13, 2017

My Commission Expires

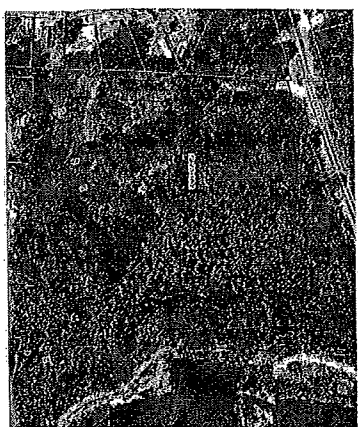
EE 883765

Commission No. (Notary seal must be affixed)

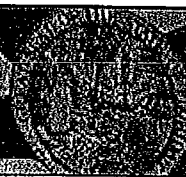
A 1989 Massachusetts Ave - Satoshi Forest
Scale: 1" = 400'



B Satoshi Forest - Aerial
Scale: 1" = 400'



PROJECT INFORMATION PROJECT NAME AND LOCATION Sean's Outpost, Inc - Satoshi Forest 1989 Massachusetts Ave Pensacola, FL		LANDMARK ENGINEERING & LAND PLANNING 4811 N. 1st Ave., Suite 100, Pensacola, FL 32503 Phone: 904.437.1111 Fax: 904.437.1112 WWW.LANDMARK-FL.COM
CLIENT INFORMATION CLIENT NAME Sean's Outpost, Inc CONTACT PERSON [Name Redacted] PHONE NUMBER [Number Redacted]	PROJECT INFORMATION PROJECT NUMBER 2014015 DATE Apr 5, 2016 DRAWN BY LMS CHECKED BY MMS	SHEET CONTENTS 1. Preliminary Site Plan

**FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS****Detail by Entity Name****Florida Not For Profit Corporation**

SEAN'S OUTPOST, INC

Filing Information

Document Number	N13000006546
FEI/EIN Number	46-3699172
Date Filed	07/22/2013
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	11/15/2014

Principal Address1999 MASSACHSETTS AVE
PENSACOLA, FL 32514**Mailing Address**1999 MASSACHSETTS AVE
PENSACOLA, FL 32505**Registered Agent Name & Address**MCKENZIE, ALISTAIR
905 E HATTON ST
PENSACOLA, FL 32503**Officer/Director Detail****Name & Address**

Title DIR

KING, JASON
2430 HENCYE DR
PENSACOLA, FL 32514

Title DIR

KIMBREL, MICHAEL
2430 HENCYE DR
PENSACOLA, FL 32514

Title DIR

KING, LESLIE
2430 HENCYE DR
PENSACOLA, FL 32514

Annual Reports

Report Year	Filed Date
2014	11/15/2014
2015	04/30/2015

Document Images

<u>04/30/2015 -- ANNUAL REPORT</u>	View Image In PDF format
<u>11/15/2014 -- REINSTATEMENT</u>	View Image In PDF format
<u>07/22/2013 -- Domestic Non-Profit</u>	View image in PDF format

Copyright © and Privacy Policies

State of Florida, Department of State

2015 FLORIDA NOT FOR PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# N13000006546

Entity Name: SEAN'S OUTPOST, INC

Current Principal Place of Business:

1999 MASSACHSETTS AVE
PENSACOLA, FL 32514

Current Mailing Address:

1999 MASSACHSETTS AVE
PENSACOLA, FL 32505

FEI Number: 46-3699172

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

MCKENZIE, ALISTAIR
905 E HATTON ST
PENSACOLA, FL 32503 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title DIR
Name KING, JASON
Address 2430 HENCYE DR
City-State-Zip: PENSACOLA FL 32514

Title DIR
Name KIMBREL, MICHAEL
Address 2430 HENCYE DR
City-State-Zip: PENSACOLA FL 32514

Title DIR
Name KING, LESLIE
Address 2430 HENCYE DR
City-State-Zip: PENSACOLA FL 32514

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: JASON KING

DIRECTOR

04/30/2015

Electronic Signature of Signing Officer/Director Detail

Date

**Electronic Articles of Incorporation
For**

N13000006546
FILED
July 22, 2013
Sec. Of State
mdickey

SEAN'S OUTPOST, INC

The undersigned incorporator, for the purpose of forming a Florida not-for-profit corporation, hereby adopts the following Articles of Incorporation:

Article I

The name of the corporation is:

SEAN'S OUTPOST, INC

Article II

The principal place of business address:

1999 MASSACHSETTS AVE
PENSACOLA, FL. 32514

The mailing address of the corporation is:

1999 MASSACHSETTS AVE
PENSACOLA, FL. 32505

Article III

The specific purpose for which this corporation is organized is:

TO CREATE LASTING SOLUTIONS TO HOMELESSNESS, HUNGER,
POVERTY, AND SOCIAL INJUSTICE

Article IV

The manner in which directors are elected or appointed is:

AS PROVIDED FOR IN THE BYLAWS.

Article V

The name and Florida street address of the registered agent is:

ALISTAIR MCKENZIE
905 E HATTON ST
PENSACOLA, FL. 32503

I certify that I am familiar with and accept the responsibilities of
registered agent.

Registered Agent Signature: ALISTAIR MCKENZIE

Article VI

The name and address of the incorporator is:

JASON KING
2430 HENCYE DR

PENSACOLA, FL 32514

Electronic Signature of Incorporator: JASON KING

I am the incorporator submitting these Articles of Incorporation and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of this corporation and every year thereafter to maintain "active" status.

Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: DIR
JASON KING
2430 HENCYE DR
PENSACOLA, FL. 32514

Title: DIR
MICHAEL KIMBREL
2430 HENCYE DR
PENSACOLA, FL. 32514

Title: DIR
LESLIE KING
2430 HENCYE DR
PENSACOLA, FL. 32514

Prepared by:

Wilson, Harrell, Farrington, Ford, et.al., P.A.
307 South Palafox Street
Pensacola, Florida 32502

File Number: 1-48088

General Warranty Deed

Made this July 25, 2013 A.D. By **Robert Dale, a married man**, whose address is: P.O. Box 11850, Pensacola, FL 32534, hereinafter called the grantor, to **Sean's Outpost, Inc., a Florida corporation**, whose post office address is: 1999 Massachusetts Avenue, Pensacola, Florida 32505, hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Escambia County, Florida, viz:

A PARCEL OF LAND LYING IN A PORTION OF SECTION 12, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: THE SOUTH 1/2 OF THE WEST 1/2 OF GOVERNMENT LOT 7, LESS THE WEST 210 FEET OF THE SOUTH 210 FEET OF THE NORTH 310 FEET; AND LESS THE 4TH ADDITION TO MAYFAIR SUBDIVISION; AND LESS AND EXCEPT THAT PORTION CONVEYED TO FLORIDA UTILITY COMPANY BY DEED IN OR BOOK 151, PAGE 715, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; AND LESS AND EXCEPT THAT PORTION CONVEYED TO THE STATE OF FLORIDA BY DEED RECORDED IN OR BOOK 730, PAGE 157, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

TOGETHER WITH THAT CERTAIN EASEMENT DESCRIBED AS FOLLOWS: A PERMANENT ACCESS EASEMENT, 25 FEET IN WIDTH, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE 4TH ADDITION TO MAYFAIR SUBDIVISION AS RECORDED IN PLAT BOOK 6, PAGE 5, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE NORTH 00°29' WEST ALONG A PROJECTION OF THE WEST BOUNDARY OF SAID SUBDIVISION A DISTANCE OF 580.5 FEET; THENCE NORTH 89°31' EAST A DISTANCE OF 211.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 44°35' EAST A DISTANCE OF 125.00 FEET; THENCE SOUTH 45°25' EAST A DISTANCE OF 25.0 FEET; THENCE SOUTH 44°35' WEST A DISTANCE OF 150 FEET; THENCE NORTH 00°29' WEST A DISTANCE OF 35.35 FEET TO THE POINT OF BEGINNING, LYING IN SECTION 12, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

THE ABOVE DESCRIBED PROPERTY IS NOT THE CONSTITUTIONAL HOMESTEAD OF THE GRANTOR.

Parcel ID Number: 12-2S-30-7002-000-000


Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.


To Have and to Hold, the same in fee simple forever.


And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2012.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:


Witness Printed Name Tracy Ratier


Robert Dale
Address: P.O. Box 11850, Pensacola, FL 32534


Witness Printed Name DONNA SCHUMACHER


Prepared by:

Wilson, Harrell, Farrington, Ford, et.al., P.A.
307 South Palafox Street
Pensacola, Florida 32502

File Number: 1-48088

State of Florida
County of Escambia

The foregoing instrument was acknowledged before me this 25th day of July, 2013, by Robert Dale, a married man, who is/are personally known to me or who has produced RL DL identification.



Notary Public
Print Name: Tracy Hatzin
My Commission Expires: 4/11/14



TRACY HATZIN
MY COMMISSION # DD 965992
EXPIRES: April 11, 2014
Bonded Thru Budget Notary Services

**RESIDENTIAL SALES ABUTTING ROADWAY
MAINTENANCE DISCLOSURE**

ATTENTION: Pursuant to Escambia County Code of Ordinances Chapter 1-29.2, Article V, sellers of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County. The disclosure must additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County Code of Ordinances, Chapter 1-29.2, Article V, requires that this disclosure be attached, along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida. NOTE: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgement by the county of the veracity of any disclosure statement.

NAME OF ROADWAY: 1999 Massachusetts Avenue

LEGAL ADDRESS OF PROPERTY: 1999 Massachusetts Avenue, Pensacola, Florida 32505

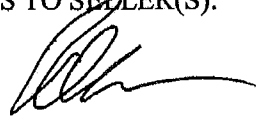
The County (X) has accepted () has not accepted the abutting roadway for maintenance.

This form completed by:


Wilson, Harrell, Farrington, Ford, Wilson, Spain & Parsons P.A.
13020 Sorrento Road
Pensacola, FL 32507

AS TO SELLER(S):

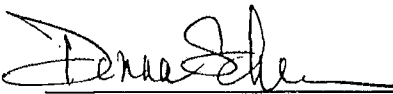
WITNESSES TO SELLER(S):



Robert Dale



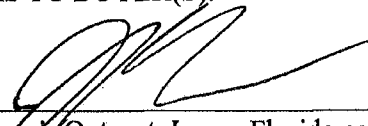
Printed Name: Tracy Rotin




Printed Name: DONNA SCHUMACHER

AS TO BUYER(S):

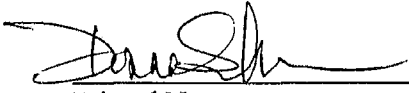
WITNESSES TO BUYER(S):



Sean's Outpost, Inc., a Florida corporation
By: Jason King, Director



Printed Name: Tracy Rotin



Printed Name: DONNA SCHUMACHER

This form approved by the
Escambia County Board
of County Commissioners
Effective: 4/15/95

Mission:

To protect, promote & improve the health of all people in Florida through integrated state, county & community efforts.

**Rick Scott**

Governor

Celeste Philip, MD, MPH

Interim State Surgeon General

Vision: To be the Healthiest State in the Nation

March 22, 2016

Mr. William J. Dunaway, Esquire
Clark Partington Attorneys at Law
125 West Romana Street Suite 800
Pensacola, Florida 32502

RE: Sean's Outpost; Permit Application Number 17-54-1530256

Mr. William J. Dunaway:

Your letter of March 14, 2016 addressed to Mr. David Pearce has been forwarded to me for response. As you can see by the attached letter of Robert Merritt the application for a campground has been denied due to some unanswered questions and most importantly, as currently operated, Sean's Outpost is not included in the facilities the Florida Department of Health licenses. Your client does not need a license from the Florida Department of Health to continue operating as is currently occurring. Of course the Florida Department of Health, is interested in and does regulate sanitation. Our inspections have not discovered any insanitary condition.

We will continue to check the grounds of Sean's Outpost to assure continuance of the current sanitary conditions. Any future communication regarding this application is to be addressed to my office as attorney for the Florida Department of Health in Escambia County.

Sincerely,

A handwritten signature in black ink, appearing to read "Rodney M. Johnson".

Rodney M. Johnson, B.C.S.
Chief Counsel

Florida Department of Health

Northwest Law Office
1295 West Fairfield Drive • Pensacola, FL 32501
PHONE: 850/595-6500 ext. 5 – FAX: 850/595-6530
rodney.johnson@flhealth.gov

www.FloridaHealth.gov

TWITTER: HealthyFLA
FACEBOOK: FLDepartmentofHealth
YOUTUBE: fldoh
FLICKR: HealthyFla
PINTEREST: HealthyFla

Mission:

To protect, promote & improve the health of all people in Florida through integrated state, county & community efforts.

**Rick Scott**

Governor

Celeste Philip, MD, MPH

Interim State Surgeon General

Vision: To be the Healthiest State in the Nation

March 21, 2016

Michael Kimberl
801 East Desota
Pensacola, FL 32501

Application Denial and Notice of Right to Administrative Proceedings
Application Document No: 17-54-1530256
Sean's Outpost, Inc
1999 Massachusetts Ave.
Pensacola, FL 32505

Dear Mr. Kimberl,

This letter will acknowledge receipt of the DH Form 4037 for a Mobile Home Park, Mobile Home Park Housing Migrant Workers, Lodging Park, Recreational Vehicle Park and Recreational Camp Application dated March 31, 2014 to develop the Sean's Outpost homeless camp into a proposed recreational camp with 17 tent sites utilizing a temporary sewage disposal system on the above referenced property.

You are hereby notified that your application has been denied due to the proposed project does not meet the definition of recreational as described in section 513.01(9), Florida Statutes (FS), or Chapter 64E-15 and the requirements set forth in 64E-6, Florida Administrative Code (FAC), specifically the applicant has failed to answer the following questions:

1. Please define how you have designed and intend to operate Sean's Outpost, Inc, Satoshi Forest for recreational purposes.
2. A Recreational Camp does not allow for temporary portable sanitary facilities. Due to these restrictions what measures do you plan to implement to prevent the creation of a sanitary nuisance?

As an applicant who has been denied a permit, you have the right to request a variance or hearing to appeal the department's action. Requests for a hearing must be made to this office in writing no later than 21 days from the receipt of this letter. Mediation pursuant to S.120.573, Florida Statutes, is not available to resolve this dispute.

If you have any questions on this matter, please call our office at (850) 595-6700.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert J. Merritt".

Robert J. Merritt, REHS
Director, Environmental Health Division
Florida Department of Health in Escambia County

Florida Department of Health

Escambia County
1295 West Fairfield Drive • Pensacola, FL 32501
PHONE: 850-595-6500

www.FloridaHealth.gov

TWITTER: HealthyFLA
FACEBOOK: FLDepartmentofHealth
YOUTUBE: fldoh
FLICKR: HealthyFla
PINTEREST: HealthyFla

**STATE OF FLORIDA
DEPARTMENT OF HEALTH
COUNTY HEALTH DEPARTMENT**



PURPOSE:

- ☐ ROUTINE ☐ REINSPECTION
☐ CONSTRUCT. ☐ NEW
☐ COMPLAINT ☐ CHANGE OF OWNER
☐ QA SURVEY ☐ CONSULTATION
☐ OTHER

MOBILE HOME, LODGING, RECREATIONAL VEHICLE PARK, RECREATIONAL CAMP, AND MIGRANT PARK INSPECTION REPORT

TYPE:

- ☐ MIGRANT PARK
☐ MOBILE HOME PARK
☐ LODGING PARK
☐ RECREATIONAL VEHICLE PARK
☐ RECREATIONAL CAMP
☐ TEMPORARY EVENT

NAME OF PARK OR CAMP: Satoshi's Forest
ADDRESS: 1999 Massachusetts Ave. **CITY:** Pensacola
OWNER: Michael Kimberl (Sears Outlet) **ZIP:** 32505
PERSON IN CHARGE: Michael Kimberl **PHONE:** 287-0792

BEGIN	END
9:55 AM	10:35 AM
1:00	1:00
2:05 AM	2:05 AM
3:10 PM	3:10 PM
4:15	4:15
5:20	5:20
6:25	6:25
7:30	7:30
8:35	8:35
9:40	9:40
10:45	10:45
11:50	11:50
12:55	12:55

DATE
02/05/14
01/01/12
01/01/13
02/02/14
03/03/15
04/04/16
05/05/17
06/06/18
07/07/19
08/08/20
09/09/21

POSITION #
917528
01/01/00
02/02/01
03/03/02
04/04/03
05/05/04
06/06/05
07/07/06
08/08/07
09/09/08

PERMIT NUMBER
00000000
01010101
02020202
03030303
04040404
05050505
06060606
07070707
08080808
09090909

Permitted Spaces
MH
RV
Tent
Permitted Beds
Cabins
Barracks
Other Housing

RESULTS

☒ Satisfactory
☐ Incomplete
☐ Unsatisfactory

Correct Violations by
☒ Next Inspection
☐ 8:00 AM on:

DATE
01/01/12
02/02/13
03/03/14
04/04/15
05/05/16
06/06/17
07/07/18
08/08/19
09/09/20
10/10/21

☐ OUT OF BUSINESS

Items marked below violate the requirements of Chapter 64E-15 of the Florida Administrative Code and must be corrected. Continued operation of this park without and against these corrections is a violation of Chapter 64E-15 of the Florida Administrative Code and Chapters 381, 386, and 387 of the Florida Statutes. Violations must be corrected as indicated in the Results section above, or a citation, administrative fine, or other legal action will be initiated.

SITE AND LAYOUT <input type="checkbox"/> 1. Drainage <input type="checkbox"/> 2. Space Size <input type="checkbox"/> 3. Density <input type="checkbox"/> 4. Roads <input type="checkbox"/> 5. Setbacks DRINKING WATER <input type="checkbox"/> 6. Approved System <input type="checkbox"/> 7. Distribution System <input type="checkbox"/> 8. Bact./Chem. Samples <input type="checkbox"/> 9. Backflow Prevention <input type="checkbox"/> 10. Water Stations	SEWAGE DISPOSAL <input type="checkbox"/> 11. Approved System <input type="checkbox"/> 12. Plumbing <input type="checkbox"/> 13. Dump Stations <input type="checkbox"/> 14. Septic Tanks SANITARY FACILITIES <input type="checkbox"/> 15. Adequate (1993) <input type="checkbox"/> 16. Ratio <input type="checkbox"/> 17. Repair GARBAGE AND REFUSE DISPOSAL <input type="checkbox"/> 18. Storage <input type="checkbox"/> 19. Collection/Disposal	VERMIN CONTROL <input type="checkbox"/> 20. Harborage <input type="checkbox"/> 21. Extermination RECREATIONAL CAMPS <input type="checkbox"/> 22. Sites <input type="checkbox"/> 23. Shelters <input type="checkbox"/> 24. Heating <input type="checkbox"/> 25. Wiring <input type="checkbox"/> 26. Beds and Bedding <input type="checkbox"/> 27. Food Service <input type="checkbox"/> 28. Sanitary Facilities <input type="checkbox"/> 29. Water Supply <input type="checkbox"/> 30. Sewage	<input type="checkbox"/> 31. 911 # <input type="checkbox"/> 32. Disease Control PERMITS AND FEES <input type="checkbox"/> 33. Permit Current <input type="checkbox"/> 34. Plan on File <input type="checkbox"/> 35. Permit Application <input type="checkbox"/> 36. Fee Paid OWNER/OCCUPANT RESPONSIBILITY <input type="checkbox"/> 37. Maintenance	<input type="checkbox"/> 38. 513.FS, Available OTHER STATE <input type="checkbox"/> 39. <input type="checkbox"/> 40. <input type="checkbox"/> 41. <input type="checkbox"/> 42. <input type="checkbox"/> 43. OTHER LOCAL <input type="checkbox"/> 44. <input type="checkbox"/> 45. <input type="checkbox"/> 46.
--	---	--	---	--

It is unlawful to modify any Mobile Home, Lodging, RV Park, Recreational Camp and Migrant Park without first having obtained approval from the department.

ITEM NUMBERS

COMMENTS AND INSTRUCTIONS
(continue on attached sheet)

#19	- Any beer barrels or beer pits containing liquid must be removed immediately. Burning of trash is not permitted.
	- Please ensure that the grounds are maintained free of trash and broken glass.
#20	- Please remove any tires which may collect water and become harborage for mosquitoes.

HEALTH DEPARTMENT INSPECTOR:

James Brough

PHONE: 595-6700

COPY OF REPORT RECEIVED BY:

Michael Kimberl

DATE: 2-5-14

DH Form 4039, 02/12, 64E-15.010(6), F.A.C.

ESTABLISHMENT/FACILITY

287-0792

**STATE OF FLORIDA
DEPARTMENT OF HEALTH
COUNTY HEALTH DEPARTMENT**



PURPOSE:

- ☒ ROUTINE ☐ REINSPECTION
☐ CONSTRUCT. ☐ NEW
☐ COMPLAINT ☐ CHANGE OF OWNER
☐ QA SURVEY ☐ CONSULTATION
☐ OTHER 2nd Week inspection

MOBILE HOME, LODGING, RECREATIONAL VEHICLE PARK, RECREATIONAL CAMP, AND MIGRANT PARK INSPECTION REPORT

TYPE:

- ☐ MIGRANT PARK
☐ MOBILE HOME PARK
☐ LODGING PARK
☐ RECREATIONAL VEHICLE PARK
☐ RECREATIONAL CAMP
☐ TEMPORARY EVENT

Issued bill for today and for Feb. 5th inspection.

NAME OF PARK OR CAMP <u>Satoshi's Forest</u>	
ADDRESS <u>1999 Massachusetts Ave.</u>	CITY <u>Pensacola</u>
OWNER <u>Michael Kimberl (Sears Outpost)</u>	ZIP <u>32505</u>
PERSON IN CHARGE <u>Above</u>	PHONE <u>287-0792</u>

BEGIN	END
12:00	1:30
1:00	1:00
2:05 AM	2:05 AM
3:10 PM	3:10 PM
4:15	4:15
5:20	5:20
6:25	6:25
7:30	7:30
8:35	8:35
9:40	9:40
10:45	10:45
11:50	11:50
12:55	12:55

DATE
02-13-14
0-0-0-0-0-0-12
1-1-1-1-1-1-13
2-2-2-2-2-2-14
3-3-3-3-3-3-15
4-4-4-4-4-4-16
5-5-5-5-5-5-17
6-6-6-6-6-6-18
7-7-7-7-7-7-19
8-8-8-8-8-8-20
9-9-9-9-9-9-21

POSITION #
917528
0-0-0-0-0-0-0-0
1-1-1-1-1-1-1-1
2-2-2-2-2-2-2-2
3-3-3-3-3-3-3-3
4-4-4-4-4-4-4-4
5-5-5-5-5-5-5-5
6-6-6-6-6-6-6-6
7-7-7-7-7-7-7-7
8-8-8-8-8-8-8-8
9-9-9-9-9-9-9-9

PERMIT NUMBER
0-0-0-0-0-0-0-0
1-1-1-1-1-1-1-1
2-2-2-2-2-2-2-2
3-3-3-3-3-3-3-3
4-4-4-4-4-4-4-4
5-5-5-5-5-5-5-5
6-6-6-6-6-6-6-6
7-7-7-7-7-7-7-7
8-8-8-8-8-8-8-8
9-9-9-9-9-9-9-9

Permitted Spaces
MH
RV
Tent
Permitted Beds
Cabins
Barracks
Other Housing

RESULTS	
<input checked="" type="checkbox"/> Satisfactory	
<input type="checkbox"/> Incomplete	
<input type="checkbox"/> Unsatisfactory	
Correct Violations by	
<input checked="" type="checkbox"/> Next Inspection	
<input type="checkbox"/> 8:00 AM on:	
DATE	
0-0-0-0-0-0-12	
1-1-1-1-1-1-13	
2-2-2-2-2-2-14	
3-3-3-3-3-3-15	
4-4-4-4-4-4-16	
5-5-5-5-5-5-17	
6-6-6-6-6-6-18	
7-7-7-7-7-7-19	
8-8-8-8-8-8-20	
9-9-9-9-9-9-21	
<input type="checkbox"/> OUT OF BUSINESS	

Items marked below violate the requirements of Chapter 64B-15 of the Florida Administrative Code and must be corrected. Continued operation of this unit without making these corrections is a violation of Chapter 64B-15 of the Florida Administrative Code and Chapter 381-386 and 387 of the Florida Statutes. Violations must be corrected as indicated in the Results section above, or a citation, administrative fine, or other legal action will be initiated.

SITE AND LAYOUT <input type="checkbox"/> 1. Drainage <input type="checkbox"/> 2. Space Size <input type="checkbox"/> 3. Density <input type="checkbox"/> 4. Roads <input type="checkbox"/> 5. Setbacks DRINKING WATER <input type="checkbox"/> 6. Approved System <input type="checkbox"/> 7. Distribution System <input type="checkbox"/> 8. Bac./Chem. Samples <input type="checkbox"/> 9. Backflow Prevention <input type="checkbox"/> 10. Water Stations	SEWAGE DISPOSAL <input type="checkbox"/> 11. Approved System <input type="checkbox"/> 12. Plumbing <input type="checkbox"/> 13. Dump Stations <input type="checkbox"/> 14. Septic Tanks SANITARY FACILITIES <input type="checkbox"/> 15. Adequate (1993) <input type="checkbox"/> 16. Ratio <input type="checkbox"/> 17. Repair GARBAGE AND REFUSE DISPOSAL <input type="checkbox"/> 18. Storage <input type="checkbox"/> 19. Collection/Disposal	VERMIN CONTROL <input type="checkbox"/> 20. Harborage <input type="checkbox"/> 21. Extermination RECREATIONAL CAMPS <input type="checkbox"/> 22. Sites <input type="checkbox"/> 23. Shelters <input type="checkbox"/> 24. Heating <input type="checkbox"/> 25. Wiring <input type="checkbox"/> 26. Beds and Bedding <input type="checkbox"/> 27. Food Service <input type="checkbox"/> 28. Sanitary Facilities <input type="checkbox"/> 29. Water Supply <input type="checkbox"/> 30. Sewage	<input type="checkbox"/> 31. 911 # <input type="checkbox"/> 32. Disease Control PERMITS AND FEES <input type="checkbox"/> 33. Permit Current <input type="checkbox"/> 34. Plan on File <input type="checkbox"/> 35. Permit Application <input type="checkbox"/> 36. Fee Paid OWNER/OCCUPANT RESPONSIBILITY <input type="checkbox"/> 37. Maintenance	<input type="checkbox"/> 38. 513.FS, Available OTHER STATE <input type="checkbox"/> 39. <input type="checkbox"/> 40. <input type="checkbox"/> 41. <input type="checkbox"/> 42. <input type="checkbox"/> 43. OTHER LOCAL <input type="checkbox"/> 44. <input type="checkbox"/> 45. <input type="checkbox"/> 46.
---	---	--	---	--

It is unlawful to modify any Mobile Home, Lodging, RV Park, Recreational Camp and Migrant Park without first having obtained approval from the department.

ITEM NUMBERS	COMMENTS AND INSTRUCTIONS (continue on attached sheet)
#9	- Ensure that all water spigots are equipped with back flow preventers
#20	- Eliminate sources of standing water and other mosquito harborage
#37	- Have all tenants keep their sites free of trash and debris
	- Please clear walkways in the park of trash and debris

HEALTH DEPARTMENT INSPECTOR: James Brough PHONE: 595-6700
 COPY OF REPORT RECEIVED BY: Michael Kimberl DATE: 2-13-14
 DH Form 4099, 02/12, 64E-15.010(5), F.A.C. x Michael Kimberl

**STATE OF FLORIDA
DEPARTMENT OF HEALTH
COUNTY HEALTH DEPARTMENT**



PURPOSE:

- ☒ ROUTINE ☐ REINSPECTION
☐ CONSTRUCT. ☐ NEW
☐ COMPLAINT ☐ CHANGE OF OWNER
☐ QA SURVEY ☐ CONSULTATION
☐ OTHER 3rd inspection

**MOBILE HOME, LODGING, RECREATIONAL VEHICLE PARK, RECREATIONAL CAMP, AND MIGRANT PARK
INSPECTION REPORT**

Bill has not yet been issued for this week

TYPE:

- ☐ MIGRANT PARK
☐ MOBILE HOME PARK
☐ LODGING PARK
☐ RECREATIONAL VEHICLE PARK
☐ RECREATIONAL CAMP
☐ TEMPORARY EVENT

NAME OF PARK OR CAMP: Satoshis Forest
ADDRESS: 1999 Massachusetts Ave. **CITY:** Pensacola
OWNER: Sean's Outpost **ZIP:** 32505
PERSON IN CHARGE: Michael Kimberl **PHONE:** _____

BEGIN	END
9:55 AM	10:35 AM
1:00	1:00
2:05 AM	2:05 AM
3:10 PM	3:10 PM
4:15	4:15
5:20	5:20
6:25	6:25
7:30	7:30
8:35	8:35
9:40	9:40
10:45	10:45
11:50	11:50
12:55	12:55

DATE
02 21 14
03 01 14
03 11 14
03 21 14
03 31 14
04 10 14
04 20 14
04 30 14
05 10 14
05 20 14
05 31 14
06 10 14
06 20 14
06 30 14
07 10 14
07 20 14
07 31 14
08 10 14
08 20 14
08 31 14
09 10 14
09 20 14
09 30 14

POSITION #
917522
01 01 01 01 01 01
01 01 01 01 01 01
01 01 01 01 01 01
01 01 01 01 01 01
01 01 01 01 01 01
01 01 01 01 01 01
01 01 01 01 01 01
01 01 01 01 01 01
01 01 01 01 01 01
01 01 01 01 01 01
01 01 01 01 01 01
01 01 01 01 01 01
01 01 01 01 01 01
01 01 01 01 01 01
01 01 01 01 01 01
01 01 01 01 01 01
01 01 01 01 01 01
01 01 01 01 01 01
01 01 01 01 01 01
01 01 01 01 01 01

PERMIT NUMBER
01 01 01 01 01 01
01 01 01 01 01 01
01 01 01 01 01 01
01 01 01 01 01 01
01 01 01 01 01 01
01 01 01 01 01 01
01 01 01 01 01 01
01 01 01 01 01 01
01 01 01 01 01 01
01 01 01 01 01 01
01 01 01 01 01 01
01 01 01 01 01 01
01 01 01 01 01 01
01 01 01 01 01 01
01 01 01 01 01 01
01 01 01 01 01 01
01 01 01 01 01 01
01 01 01 01 01 01
01 01 01 01 01 01
01 01 01 01 01 01

Permitted Spaces
MH
RV
Tent
Permitted Beds
Cabins
Barracks
Other Housing

RESULTS

- ☐ Satisfactory
☐ Incomplete
☐ Unsatisfactory

Correct Violations by
☒ Next Inspection
☐ 8:00 AM on:

DATE
01 01 12
01 01 13
01 01 14
01 01 15
01 01 16
01 01 17
01 01 18
01 01 19
01 01 20
01 01 21

☐ OUT OF BUSINESS

Items marked below violate the requirements of Chapter 64E-15 of the Florida Administrative Code and must be corrected. Continued operation of this park without making these corrections is a violation of Chapter 64E-15 of the Florida Administrative Code and Chapters 381, 386 and 387 of the Florida Statutes. Violations must be corrected as indicated in the Results section above, or a citation, administrative fine, or other legal action will be initiated.

SITE AND LAYOUT <input type="checkbox"/> 1. Drainage <input type="checkbox"/> 2. Space Size <input type="checkbox"/> 3. Density <input type="checkbox"/> 4. Roads <input type="checkbox"/> 5. Setbacks DRINKING WATER <input type="checkbox"/> 6. Approved System <input type="checkbox"/> 7. Distribution System <input type="checkbox"/> 8. Bact./Chem. Samples <input type="checkbox"/> 9. Backflow Prevention <input type="checkbox"/> 10. Water Stations	SEWAGE DISPOSAL <input type="checkbox"/> 11. Approved System <input type="checkbox"/> 12. Plumbing <input type="checkbox"/> 13. Dump Stations <input type="checkbox"/> 14. Septic Tanks SANITARY FACILITIES <input type="checkbox"/> 15. Adequate (1993) <input type="checkbox"/> 16. Ratio <input type="checkbox"/> 17. Repair GARBAGE AND REFUSE DISPOSAL <input type="checkbox"/> 18. Storage <input type="checkbox"/> 19. Collection/Disposal	VERMIN CONTROL <input type="checkbox"/> 20. Harborage <input type="checkbox"/> 21. Extermination RECREATIONAL CAMPS <input type="checkbox"/> 22. Sites <input type="checkbox"/> 23. Shelters <input type="checkbox"/> 24. Heating <input type="checkbox"/> 25. Wiring <input type="checkbox"/> 26. Beds and Bedding <input type="checkbox"/> 27. Food Service <input type="checkbox"/> 28. Sanitary Facilities <input type="checkbox"/> 29. Water Supply <input type="checkbox"/> 30. Sewage	<input type="checkbox"/> 31. 911 # <input type="checkbox"/> 32. Disease Control PERMITS AND FEES <input type="checkbox"/> 33. Permit Current <input type="checkbox"/> 34. Plan on File <input type="checkbox"/> 35. Permit Application <input type="checkbox"/> 36. Fee Paid OWNER/OCCUPANT RESPONSIBILITY <input type="checkbox"/> 37. Maintenance	<input type="checkbox"/> 38. 513.FS, Available OTHER STATE <input type="checkbox"/> 39. <input type="checkbox"/> 40. <input type="checkbox"/> 41. <input type="checkbox"/> 42. <input type="checkbox"/> 43. OTHER LOCAL <input type="checkbox"/> 44. <input type="checkbox"/> 45. <input type="checkbox"/> 46.
--	---	--	---	--

It is unlawful to modify any Mobile Home, Lodging, RV-Park, Recreational Camp and Migrant Park without first having obtained approval from the department.

ITEM NUMBERS

COMMENTS AND INSTRUCTIONS
 (continue on attached sheet)

- #19 Please ensure that garbage is not collected at camp sites, ensure that all trash is disposed of in the dumpster. We recommend placing individual trash cans through the park.
 #37 Please ensure that vacated sites are cleaned in a timely fashion.
 Note: Previous violations have been corrected.

HEALTH DEPARTMENT INSPECTOR: James Brough

PHONE: 595-6706

COPY OF REPORT RECEIVED BY: X Michael Kimberl

DATE: 2.21.14

**STATE OF FLORIDA
DEPARTMENT OF HEALTH
COUNTY HEALTH DEPARTMENT**



PURPOSE:

- ☒ ROUTINE ☐ REINSPECTION
☐ CONSTRUCT. ☐ NEW
☐ COMPLAINT ☐ CHANGE OF OWNER
☐ QA SURVEY ☐ CONSULTATION
☐ OTHER 415 Inspection

**MOBILE HOME, LODGING, RECREATIONAL VEHICLE PARK, RECREATIONAL
CAMP, AND MIGRANT PARK
INSPECTION REPORT**

Bill for today and 2/22/14

TYPE:

- ☐ MIGRANT PARK
☐ MOBILE HOME PARK
☐ LODGING PARK
☐ RECREATIONAL VEHICLE PARK
☐ RECREATIONAL CAMP
☐ TEMPORARY EVENT

NAME OF PARK OR CAMP: Satoshi's Forest
ADDRESS: 1999 Massachusetts Ave. **CITY:** Pensacola
OWNER: Seans Outpost **ZIP:** 92505
PERSON IN CHARGE: Michael Kimbell **PHONE:** 287 0792

BEGIN	END
1:00 AM	1:35 PM
1:00	1:00
2:05 AM	2:05 AM
3:10 PM	3:10 PM
4:15	4:15
5:20	5:20
6:25	6:25
7:30	7:30
8:35	8:35
9:40	9:40
10:45	10:45
11:50	11:50
12:55	12:55

DATE
02-29-14
0-0-0-0-0-0-12
0-0-0-0-0-0-13
0-0-0-0-0-0-14
0-0-0-0-0-0-15
0-0-0-0-0-0-16
0-0-0-0-0-0-17
0-0-0-0-0-0-18
0-0-0-0-0-0-19
0-0-0-0-0-0-20
0-0-0-0-0-0-21

POSITION #
917528
0-0-0-0-0-0-0
0-0-0-0-0-0-0
0-0-0-0-0-0-0
0-0-0-0-0-0-0
0-0-0-0-0-0-0
0-0-0-0-0-0-0
0-0-0-0-0-0-0
0-0-0-0-0-0-0
0-0-0-0-0-0-0
0-0-0-0-0-0-0

PERMIT NUMBER
0-0-0-0-0-0-0
0-0-0-0-0-0-0
0-0-0-0-0-0-0
0-0-0-0-0-0-0
0-0-0-0-0-0-0
0-0-0-0-0-0-0
0-0-0-0-0-0-0
0-0-0-0-0-0-0
0-0-0-0-0-0-0
0-0-0-0-0-0-0

Permitted Spaces
MH
RV
Tent
Permitted Beds
Cabins
Barracks
Other Housing

RESULTS

☒ Satisfactory
☐ Incomplete
☐ Unsatisfactory

Correct Violations by

☐ Next Inspection
☐ 8:00 AM on:

DATE
0-0-0-0-0-0-12
0-0-0-0-0-0-13
0-0-0-0-0-0-14
0-0-0-0-0-0-15
0-0-0-0-0-0-16
0-0-0-0-0-0-17
0-0-0-0-0-0-18
0-0-0-0-0-0-19
0-0-0-0-0-0-20
0-0-0-0-0-0-21

☐ OUT OF BUSINESS

Items marked below violate the requirements of Chapter 64E-15 of the Florida Administrative Code and must be corrected. Continued operation of this facility without these corrections is a violation of Chapter 64E-15 of the Florida Administrative Code and Chapters 381, 386 and 387 of the Florida Statutes. Violations must be corrected as indicated in the Results section above, or a citation, administrative fine, or other legal action will be initiated.

SITE AND LAYOUT <input type="checkbox"/> 1. Drainage <input type="checkbox"/> 2. Space Size <input type="checkbox"/> 3. Density <input type="checkbox"/> 4. Roads <input type="checkbox"/> 5. Setbacks DRINKING WATER <input type="checkbox"/> 6. Approved System <input type="checkbox"/> 7. Distribution System <input type="checkbox"/> 8. Bact./Chem. Samples <input type="checkbox"/> 9. Backflow Prevention <input type="checkbox"/> 10. Water Stations	SEWAGE DISPOSAL <input type="checkbox"/> 11. Approved System <input type="checkbox"/> 12. Plumbing <input type="checkbox"/> 13. Dump Stations <input type="checkbox"/> 14. Septic Tanks SANITARY FACILITIES <input type="checkbox"/> 15. Adequate (1993) <input type="checkbox"/> 16. Ratio <input type="checkbox"/> 17. Repair GARBAGE AND REFUSE DISPOSAL <input type="checkbox"/> 18. Storage <input type="checkbox"/> 19. Collection/Disposal	VERMIN CONTROL <input type="checkbox"/> 20. Harborage <input type="checkbox"/> 21. Extermination RECREATIONAL CAMPS <input type="checkbox"/> 22. Sites (10/1/14) <input type="checkbox"/> 23. Shelters <input type="checkbox"/> 24. Heating <input type="checkbox"/> 25. Wiring <input type="checkbox"/> 26. Beds and Bedding <input type="checkbox"/> 27. Food Service <input type="checkbox"/> 28. Sanitary Facilities <input type="checkbox"/> 29. Water Supply <input type="checkbox"/> 30. Sewage	<input type="checkbox"/> 31. 911 # <input type="checkbox"/> 32. Disease Control PERMITS AND FEES <input type="checkbox"/> 33. Permit Current <input type="checkbox"/> 34. Plan on File <input type="checkbox"/> 35. Permit Application <input type="checkbox"/> 36. Fee Paid OWNER/OCCUPANT RESPONSIBILITY <input type="checkbox"/> 37. Maintenance	<input type="checkbox"/> 38. 513.FS, Available OTHER STATE <input type="checkbox"/> 39. <input type="checkbox"/> 40. <input type="checkbox"/> 41. <input type="checkbox"/> 42. <input type="checkbox"/> 43. OTHER LOCAL <input type="checkbox"/> 44. <input type="checkbox"/> 45. <input type="checkbox"/> 46.
--	---	--	---	--

It is unlawful to modify any Mobile Home, Lodging, RV Park, Recreational Camp and Migrant Park without first having obtained approval from the department.

**ITEM
NUMBERS**

COMMENTS AND INSTRUCTIONS
(continue on attached sheet)

#37	Please clear out the abandoned space at the South-East corner of the property.
	Previous violations have been corrected.

HEALTH DEPARTMENT INSPECTOR: James Brown **PHONE:** 595-6700
COPY OF REPORT RECEIVED BY: Michael Kimbell **DATE:** 2-27-14
 DH Form 4039, 02/12, 64E-15.010(5), F.A.C.

**STATE OF FLORIDA
DEPARTMENT OF HEALTH
COUNTY HEALTH DEPARTMENT**



PURPOSE:

- ☒ ROUTINE ☐ REINSPECTION
☐ CONSTRUCT. ☐ NEW
☐ COMPLAINT ☐ CHANGE OF OWNER
☐ QA SURVEY ☐ CONSULTATION
☒ OTHER 5th inspection

**MOBILE HOME, LODGING, RECREATIONAL VEHICLE PARK, RECREATIONAL
CAMP, AND MIGRANT PARK
INSPECTION REPORT**

Today's Bill issued.

TYPE:

- ☐ MIGRANT PARK
☐ MOBILE HOME PARK
☐ LODGING PARK
☒ RECREATIONAL VEHICLE PARK
☐ RECREATIONAL CAMP
☐ TEMPORARY EVENT

NAME OF PARK OR CAMP Saleshis Forest
ADDRESS 1999 Massachusetts Ave. **CITY** Pensacola
OWNER Seans Outpost **ZIP** 32505
PERSON IN CHARGE Michael Kimbrell **PHONE** 237-0992

RESULTS

☒ Satisfactory
☐ Incomplete
☐ Unsatisfactory

Correct Violations by
☒ Next Inspection
☐ 8:00 AM on:

DATE	TIME	VIOLATION
01-01-00	00:00	12
01-01-00	00:00	13
01-01-00	00:00	14
01-01-00	00:00	15
01-01-00	00:00	16
01-01-00	00:00	17
01-01-00	00:00	18
01-01-00	00:00	19
01-01-00	00:00	20
01-01-00	00:00	21

☐ OUT OF BUSINESS

BEGIN	END	DATE	POSITION	PERMIT NUMBER	Permitted Spaces
9:00 AM	9:35 AM	03/05/14	917528		MH
1:00	1:00				RV
2:05 AM	2:05 AM				Tent
3:10 PM	3:10 PM				Permitted Beds
4:15	4:15				Cabins
5:20	5:20				Barracks
6:25	6:25				Other Housing
7:30	7:30				
8:35	8:35				
9:40	9:40				
10:45	10:45				
11:50	11:50				
12:55	12:55				

Items marked below violate the requirements of Chapter 64E-15 of the Florida Administrative Code and must be corrected. Continued operation of this park without making these corrections is a violation of Chapter 64E-15 of the Florida Administrative Code and Chapter 381, 386 and 388 of the Florida Statutes. Violations must be corrected as indicated in the Results section above, or a citation, administrative fine, or other legal action will be initiated.

SITE AND LAYOUT <input type="checkbox"/> 1. Drainage <input type="checkbox"/> 2. Space Size <input type="checkbox"/> 3. Density <input type="checkbox"/> 4. Roads <input type="checkbox"/> 5. Setbacks DRINKING WATER <input type="checkbox"/> 6. Approved System <input type="checkbox"/> 7. Distribution System <input type="checkbox"/> 8. Bact/Chem. Samples <input type="checkbox"/> 9. Backflow Prevention <input type="checkbox"/> 10. Water Stations	SEWAGE DISPOSAL <input type="checkbox"/> 11. Approved System <input type="checkbox"/> 12. Plumbing <input type="checkbox"/> 13. Dump Stations <input type="checkbox"/> 14. Septic Tanks SANITARY FACILITIES <input type="checkbox"/> 15. Adequate (1993) <input type="checkbox"/> 16. Ratio <input type="checkbox"/> 17. Repair GARBAGE AND REFUSE DISPOSAL <input type="checkbox"/> 18. Storage <input type="checkbox"/> 19. Collection/Disposal	VERMIN CONTROL <input type="checkbox"/> 20. Harborage <input type="checkbox"/> 21. Extermination RECREATIONAL CAMPS <input type="checkbox"/> 22. Sites <input type="checkbox"/> 23. Shelters <input type="checkbox"/> 24. Heating <input type="checkbox"/> 25. Wiring <input type="checkbox"/> 26. Beds and Bedding <input type="checkbox"/> 27. Food Service <input type="checkbox"/> 28. Sanitary Facilities <input type="checkbox"/> 29. Water Supply <input type="checkbox"/> 30. Sewage	<input type="checkbox"/> 31. 911 # <input type="checkbox"/> 32. Disease Control PERMITS AND FEES <input type="checkbox"/> 33. Permit Current <input type="checkbox"/> 34. Plan on File <input type="checkbox"/> 35. Permit Application <input type="checkbox"/> 36. Fee Paid OWNER/OCCUPANT RESPONSIBILITY <input type="checkbox"/> 37. Maintenance	<input type="checkbox"/> 38. 513, FS, Available OTHER STATE <input type="checkbox"/> 39. <input type="checkbox"/> 40. <input type="checkbox"/> 41. <input type="checkbox"/> 42. <input type="checkbox"/> 43. OTHER LOCAL <input type="checkbox"/> 44. <input type="checkbox"/> 45. <input type="checkbox"/> 46.
---	---	--	---	---

It is unlawful to modify any Mobile Home, Lodging, RV Park, Recreational Camp and Migrant Park without first having obtained approval from the department.

ITEM NUMBERS

COMMENTS AND INSTRUCTIONS
(continue on attached sheet)

437	- Ensure that any abandoned sites are cleaned as soon as possible. - Do not allow the construction of any semi-permanent structures without proper permitting.
-----	---

HEALTH DEPARTMENT INSPECTOR: James Brough
 COPY OF REPORT RECEIVED BY: Michael Kimbrell
 DH Form 4039, 02/12, 64E-15.010(5), F.A.C.

PHONE: 595-6700
 DATE: 3-5-14

**STATE OF FLORIDA
DEPARTMENT OF HEALTH
COUNTY HEALTH DEPARTMENT**



PURPOSE:

- ☐ ROUTINE ☐ REINSPECTION
☐ CONSTRUCT. ☐ NEW
☐ COMPLAINT ☐ CHANGE OF OWNER
☐ QA SURVEY ☐ CONSULTATION
☒ OTHER 6th Inspection

MOBILE HOME, LODGING, RECREATIONAL VEHICLE PARK, RECREATIONAL CAMP, AND MIGRANT PARK

E-Mail To: d.edlee99@gmail.com
INSPECTION REPORT

TYPE:

- ☐ MIGRANT PARK
☐ MOBILE HOME PARK
☐ LODGING PARK
☐ RECREATIONAL VEHICLE PARK
☐ RECREATIONAL CAMP
☐ TEMPORARY EVENT

NAME OF PARK OR CAMP: Satosh's Forest
 ADDRESS: 1999 Massachusetts Ave. CITY: Pensacola
 OWNER: Seans Outpost ZIP: 32505
 PERSON IN CHARGE: Michael Kimberl PHONE: 287-0792

BEGIN	END
9:00 AM	9:25 AM
1:00	1:00
2:05 AM	2:05 AM
3:10 PM	3:10 PM
4:15	4:15
5:20	5:20
6:25	6:25
7:30	7:30
8:35	8:35
9:40	9:40
10:45	10:45
11:50	11:50
12:55	12:55

DATE
03/13/14
01/01/01
02/01/02
03/01/03
04/01/04
05/01/05
06/01/06
07/01/07
08/01/08
09/01/09
10/01/10
11/01/11
12/01/12

POSITION #
017528
01/01/01
02/01/02
03/01/03
04/01/04
05/01/05
06/01/06
07/01/07
08/01/08
09/01/09
10/01/10
11/01/11
12/01/12

PERMIT NUMBER
01/01/01
02/01/02
03/01/03
04/01/04
05/01/05
06/01/06
07/01/07
08/01/08
09/01/09
10/01/10
11/01/11
12/01/12

Permitted Spaces
MH
RV
Tent
Permitted Beds
Cabins
Barracks
Other Housing

RESULTS

- ☒ Satisfactory
☐ Incomplete
☐ Unsatisfactory

Correct Violations by

- ☐ Next Inspection
☐ 8:00 AM on:

DATE
01/01/01
02/01/02
03/01/03
04/01/04
05/01/05
06/01/06
07/01/07
08/01/08
09/01/09
10/01/10
11/01/11
12/01/12

☐ OUT OF BUSINESS

Items marked below violate the requirements of Chapter 64E-15 of the Florida Administrative Code and must be corrected. Continued operation of the park without making these corrections is a violation of Chapter 64E-15 of the Florida Administrative Code and Chapter 381, 386 and 513 of the Florida Statutes. Violations must be corrected as indicated in the Results section above, or a citation, administrative fine, or other legal action will be initiated.

SITE AND LAYOUT <input type="checkbox"/> 1. Drainage <input type="checkbox"/> 2. Space Size <input type="checkbox"/> 3. Density <input type="checkbox"/> 4. Roads <input type="checkbox"/> 5. Setbacks DRINKING WATER <input type="checkbox"/> 6. Approved System <input type="checkbox"/> 7. Distribution System <input type="checkbox"/> 8. Bact./Chem. Samples <input type="checkbox"/> 9. Backflow Prevention <input type="checkbox"/> 10. Water Stations	SEWAGE DISPOSAL <input type="checkbox"/> 11. Approved System <input type="checkbox"/> 12. Plumbing <input type="checkbox"/> 13. Dump Stations <input type="checkbox"/> 14. Septic Tanks SANITARY FACILITIES <input type="checkbox"/> 15. Adequate (1993) <input type="checkbox"/> 16. Ratio <input type="checkbox"/> 17. Repair GARBAGE AND REFUSE DISPOSAL <input type="checkbox"/> 18. Storage <input checked="" type="checkbox"/> 19. Collection/Disposal	VERMIN CONTROL <input type="checkbox"/> 20. Harborage <input type="checkbox"/> 21. Extermination RECREATIONAL CAMPS <input type="checkbox"/> 22. Sites <input type="checkbox"/> 23. Shelters <input type="checkbox"/> 24. Heating <input type="checkbox"/> 25. Wiring <input type="checkbox"/> 26. Beds and Bedding <input type="checkbox"/> 27. Food Service <input type="checkbox"/> 28. Sanitary Facilities <input type="checkbox"/> 29. Water Supply <input type="checkbox"/> 30. Sewage	<input type="checkbox"/> 31. 911 <input type="checkbox"/> 32. Disease Control PERMITS AND FEES <input type="checkbox"/> 33. Permit Current <input type="checkbox"/> 34. Plan on File <input type="checkbox"/> 35. Permit Application <input type="checkbox"/> 36. Fee Paid OWNER/OCCUPANT RESPONSIBILITY <input type="checkbox"/> 37. Maintenance	<input type="checkbox"/> 38. 513, FS, Available OTHER STATE <input type="checkbox"/> 39. <input type="checkbox"/> 40. <input type="checkbox"/> 41. <input type="checkbox"/> 42. <input type="checkbox"/> 43. OTHER LOCAL <input type="checkbox"/> 44. <input type="checkbox"/> 45. <input type="checkbox"/> 46.
--	--	--	---	---

It is unlawful to modify any Mobile Home, Lodging, RV Park, Recreational Camp and Migrant Park without first having obtained approval from the department.

ITEM NUMBERS

COMMENTS AND INSTRUCTIONS
(continue on attached sheet)

#19 - There is a small amount of trash noted on the ground. Please ensure that all trash is disposed of in a timely manner.

Note: The park has remained well maintained and has not shown any signs of posing a threat of sanitary nuisance or public health risk at the time of inspection.

HEALTH DEPARTMENT INSPECTOR: James Broughton

PHONE: 595-6700

COPY OF REPORT RECEIVED BY: Michael Kimberl

DATE: 3-13-14

**STATE OF FLORIDA
DEPARTMENT OF HEALTH
COUNTY HEALTH DEPARTMENT**



PURPOSE:

- ☐ ROUTINE ☐ REINSPECTION
☐ CONSTRUCT. ☐ NEW
☐ COMPLAINT ☐ CHANGE OF OWNER
☐ QA SURVEY ☐ CONSULTATION
☒ OTHER 7th Inspection

MOBILE HOME, LODGING, RECREATIONAL VEHICLE PARK, RECREATIONAL CAMP, AND MIGRANT PARK

E-Mail To: INSPECTION REPORT
diedlee99@gmail.com

TYPE:

- ☐ MIGRANT PARK
☐ MOBILE HOME PARK
☐ LODGING PARK
☒ RECREATIONAL VEHICLE PARK
☐ RECREATIONAL CAMP
☐ TEMPORARY EVENT

NAME OF PARK OR CAMP Satoshi's Forest
 ADDRESS 1999 Massachusetts Ave. CITY Pensacola
 OWNER Sean's Outpost ZIP 32505
 PERSON IN CHARGE Michael Kimberl PHONE 287-6797

BEGIN	END
9:25 AM	9:45 AM
<input type="checkbox"/> 10:00	<input type="checkbox"/> 10:00
<input type="checkbox"/> 10:05	<input type="checkbox"/> 10:05
<input type="checkbox"/> 10:10	<input type="checkbox"/> 10:10
<input type="checkbox"/> 10:15	<input type="checkbox"/> 10:15
<input type="checkbox"/> 10:20	<input type="checkbox"/> 10:20
<input type="checkbox"/> 10:25	<input type="checkbox"/> 10:25
<input type="checkbox"/> 10:30	<input type="checkbox"/> 10:30
<input type="checkbox"/> 10:35	<input type="checkbox"/> 10:35
<input type="checkbox"/> 10:40	<input type="checkbox"/> 10:40
<input type="checkbox"/> 10:45	<input type="checkbox"/> 10:45
<input type="checkbox"/> 10:50	<input type="checkbox"/> 10:50
<input type="checkbox"/> 10:55	<input type="checkbox"/> 10:55

DATE
03/19/14
<input type="checkbox"/> 12
<input type="checkbox"/> 13
<input type="checkbox"/> 14
<input type="checkbox"/> 15
<input type="checkbox"/> 16
<input type="checkbox"/> 17
<input type="checkbox"/> 18
<input type="checkbox"/> 19
<input type="checkbox"/> 20
<input type="checkbox"/> 21

POSITION #
917528
<input type="checkbox"/> 12
<input type="checkbox"/> 13
<input type="checkbox"/> 14
<input type="checkbox"/> 15
<input type="checkbox"/> 16
<input type="checkbox"/> 17
<input type="checkbox"/> 18
<input type="checkbox"/> 19
<input type="checkbox"/> 20
<input type="checkbox"/> 21

PERMIT NUMBER
<input type="checkbox"/> 12
<input type="checkbox"/> 13
<input type="checkbox"/> 14
<input type="checkbox"/> 15
<input type="checkbox"/> 16
<input type="checkbox"/> 17
<input type="checkbox"/> 18
<input type="checkbox"/> 19
<input type="checkbox"/> 20
<input type="checkbox"/> 21

Permitted Spaces
MH
RV
Tent
Permitted Beds
Cabins
Barracks
Other Housing

RESULTS

☒ Satisfactory
☐ Incomplete
☐ Unsatisfactory

Correct Violations by

☐ Next Inspection
☐ 8:00 AM on:

DATE
<input type="checkbox"/> 12
<input type="checkbox"/> 13
<input type="checkbox"/> 14
<input type="checkbox"/> 15
<input type="checkbox"/> 16
<input type="checkbox"/> 17
<input type="checkbox"/> 18
<input type="checkbox"/> 19
<input type="checkbox"/> 20
<input type="checkbox"/> 21

☐ OUT OF BUSINESS

Items marked below violate the requirements of Chapter 64E-15 of the Florida Administrative Code and must be corrected. Continued operation of this park without making these corrections is a violation of Chapter 64E-15 of the Florida Administrative Code and Chapters 381, 386 and 513 of the Florida Statutes. Violations must be corrected as indicated in the Results section above, or a citation, administrative fine, or other legal action will be initiated.

SITE AND LAYOUT	SEWAGE DISPOSAL	VERMIN CONTROL	RECREATIONAL CAMPS**	PERMITS AND FEES	OWNER/OCCUPANT RESPONSIBILITY
<input type="checkbox"/> 1. Drainage <input type="checkbox"/> 2. Space Size <input type="checkbox"/> 3. Density <input type="checkbox"/> 4. Roads <input type="checkbox"/> 5. Setbacks <input type="checkbox"/> 6. Approved System <input type="checkbox"/> 7. Distribution System <input type="checkbox"/> 8. Bact./Chem. Samples <input type="checkbox"/> 9. Backflow Prevention <input type="checkbox"/> 10. Water Stations	<input type="checkbox"/> 11. Approved System <input type="checkbox"/> 12. Plumbing <input type="checkbox"/> 13. Dump Stations <input type="checkbox"/> 14. Septic Tanks <input type="checkbox"/> 15. Adequate (1993) <input type="checkbox"/> 16. Ratio <input type="checkbox"/> 17. Repair <input type="checkbox"/> 18. Storage <input type="checkbox"/> 19. Collection/Disposal	<input type="checkbox"/> 20. Harborage <input type="checkbox"/> 21. Extermination <input type="checkbox"/> 22. Sites <input type="checkbox"/> 23. Shelters <input type="checkbox"/> 24. Heating <input type="checkbox"/> 25. Wiring <input type="checkbox"/> 26. Beds and Bedding <input type="checkbox"/> 27. Food Service <input type="checkbox"/> 28. Sanitary Facilities <input type="checkbox"/> 29. Water Supply <input type="checkbox"/> 30. Sewage	<input type="checkbox"/> 31. 911 # <input type="checkbox"/> 32. Disease Control <input type="checkbox"/> 33. Permit Current <input type="checkbox"/> 34. Plan on File <input type="checkbox"/> 35. Permit Application <input type="checkbox"/> 36. Fee Paid	<input type="checkbox"/> 37. Maintenance <input type="checkbox"/> 38. 513, FS. Available <input type="checkbox"/> 39. <input type="checkbox"/> 40. <input type="checkbox"/> 41. <input type="checkbox"/> 42. <input type="checkbox"/> 43. <input type="checkbox"/> 44. <input type="checkbox"/> 45. <input type="checkbox"/> 46.	<input type="checkbox"/> 39. <input type="checkbox"/> 40. <input type="checkbox"/> 41. <input type="checkbox"/> 42. <input type="checkbox"/> 43. <input type="checkbox"/> 44. <input type="checkbox"/> 45. <input type="checkbox"/> 46.

It is unlawful to modify any Mobile Home, Lodging, RV Park, Recreational Camp and Migrant Park without first having obtained approval from the department.

ITEM NUMBERS	COMMENTS AND INSTRUCTIONS (continue on attached sheet)
	No violations observed, no sanitary nuisance present at the time of inspection.

HEALTH DEPARTMENT INSPECTOR: James Brough PHONE: 595-6700

COPY OF REPORT RECEIVED BY: _____ DATE: 3-19-14



TYPE:

☐ ROUTINE ☐ REINSPECTION
☐ CONSTRUCT. ☐ NEW
☐ COMPLAINT ☐ CHANGE OF OWNER
☐ QA SURVEY ☐ CONSULTATION
☒ OTHER *8th Inspection*

☐ MIGRANT PARK
☐ MOBILE HOME PARK
☐ LODGING PARK
☒ RECREATIONAL VEHICLE PARK
☐ RECREATIONAL CAMP
☐ TEMPORARY EVENT

NAME OF PARK OR CAMP	Natoshis Forest		
ADDRESS	1999 Massachusetts Ave.	CITY	Pensacola
OWNER	Seans Outpost	ZIP	32508
PERSON IN CHARGE	Michael Kimbrell	PHONE	850-287-0792

BEGIN	END
2:30 PM	3:15 PM
1:00	1:00
2:05 AM	2:05 AM
3:10 PM	3:10 PM
4:15	4:15
5:20	5:20
6:25	6:25
7:30	7:30
8:35	8:35
9:40	9:40
10:45	10:45
11:50	11:50
12:55	12:55

DATE		
03	26	14
0	0	12
1	1	13
2	2	14
3	3	15
4	4	16
5	5	17
6	6	18
7	7	19
8	8	20
9	9	21

POSITION #						
0	1	4	5	2	8	
0	0	0	0	0	0	0
1	1	1	1	1	1	1
2	2	2	2	2	2	2
3	3	3	3	3	3	3
4	4	4	4	4	4	4
5	5	5	5	5	5	5
6	6	6	6	6	6	6
7	7	7	7	7	7	7
8	8	8	8	8	8	8
9	9	9	9	9	9	9

PERMIT NUMBER							
0	0	0	0	0	0	0	0
1	1	1	1	1	1	1	1
2	2	2	2	2	2	2	2
3	3	3	3	3	3	3	3
4	4	4	4	4	4	4	4
5	5	5	5	5	5	5	5
6	6	6	6	6	6	6	6
7	7	7	7	7	7	7	7
8	8	8	8	8	8	8	8
9	9	9	9	9	9	9	9

Permitted Spaces	
MH	
RV	
Tent	
Permitted Beds	
Cabins	
Barracks	
Other Housing	

DATE		
0	0	12
1	1	13
2	2	14
3	3	15
4	4	16
5	5	17
6	6	18
7	7	19
8	8	20
9	9	21

OUT OF BUSINESS

☐ OUT OF BUSINESS

Items marked below violate the requirements of Chapter 64E-15 of the Florida Administrative Code and must be corrected. Continued operation of this plant without making these corrections is a violation of Chapter 64E-15 of the Florida Administrative Code and Chapters 381, 386 and 516 of the Florida Statutes. Violations must be corrected as indicated in the Results section above, or a citation, administrative fine, or other legal action will be initiated.

SITE AND LAYOUT

- ☐ 1. Drainage
- ☐ 2. Space Size
- ☐ 3. Density
- ☐ 4. Roads
- ☐ 5. Setbacks

DRINKING WATER

- ☐ 6. Approved System
- ☐ 7. Distribution System
- ☐ 8. Bact./Chem. Samples
- ☐ 9. Backflow Prevention
- ☐ 10. Water Stations

SEWAGE DISPOSAL

- ☐ 11. Approved System
☐ 12. Plumbing
☐ 13. Dump Stations
☐ 14. Septic Tanks

SANITARY FACILITIES

- ☐ 15. Adequate (1993)
- ☐ 16. Ratio
- ☐ 17. Repair

GARBAGE AND REFUSE DISPOSAL

- ☐ 18. Storage
- ☐ 19. Collection/Disposal

VERMIN CONTROL

20. Harborage
21. Extermination

RECREATIONAL CAMPS

- ☐ 22. Sites
- ☐ 23. Shelters
- ☐ 24. Heating
- ☐ 25. Wiring
- ☐ 26. Beds and Bedding
- ☐ 27. Food Service
- ☐ 28. Sanitary Facilities
- ☐ 29. Water Supply
- ☐ 30. Sewage

31 911 #

32. Disease Control

PERMITS AND FEES

- ☐ 33. Permit Current
☐ 34. Plan on File
☐ 35. Permit Application
☐ 36. Fee Paid

OWNER/OCCUPANT
RESPONSIBILITY

- ### 37. Maintenance

38,513,FS, Available

OTHER STATE

- 39.

- 40,
 41,
 42,
 43.

OTHER LOCAL

- ☐ 44
☐ 45
☐ 46

It is unlawful to modify any Mobile Home, Lodging, RV Park, Recreational Camp and Migrant Park without first having obtained approval from the department.

ITEM
NUMBERS

COMMENTS AND INSTRUCTIONS
(continue on attached sheet)

No violations observed. No sanitary nuisance or public health risks observed at the time of inspection.

HEALTH DEPARTMENT INSPECTOR:

COPY OF REPORT RECEIVED BY:

DH Form 4039, 02/12, 64E-15.010(5), F.A.C.

James Blough PHONE: 595-6700
DATE: 3/26/14
C. Michael K. Kribel

DATE: 3/26/14

**STATE OF FLORIDA
DEPARTMENT OF HEALTH
COUNTY HEALTH DEPARTMENT**



PURPOSE:

- ☐ ROUTINE ☐ REINSPECTION
☐ CONSTRUCT. ☐ NEW
☐ COMPLAINT ☐ CHANGE OF OWNER
☐ QA SURVEY ☐ CONSULTATION
☒ OTHER 9th inspection

**MOBILE HOME, LODGING, RECREATIONAL VEHICLE PARK, RECREATIONAL
CAMP, AND MIGRANT PARK
INSPECTION REPORT**

TYPE:

- ☐ MIGRANT PARK
☐ MOBILE HOME PARK
☐ LODGING PARK
☐ RECREATIONAL VEHICLE PARK
☒ RECREATIONAL CAMP
☐ TEMPORARY EVENT

NAME OF PARK OR CAMP Satoshi's Forest
 ADDRESS 1999 Massachusetts Ave. CITY Pensacola
 OWNER Deanna Orl Post ZIP 32505
 PERSON IN CHARGE Michael Kimbrell PHONE 227-0792

BEGIN	END
1:55pm	2:25pm
1:00	1:00
2:05 AM	2:05 AM
3:10 PM	3:10 PM
4:15	4:15
5:20	5:20
6:25	6:25
7:30	7:30
8:35	8:35
9:40	9:40
10:45	10:45
11:50	11:50
12:55	12:55

DATE
04/03/14
01/01/12
01/01/13
02/02/14
03/03/15
04/04/16
05/05/17
06/06/18
07/07/19
08/08/20
09/09/21

POSITION
01/75/28
01/01/00
01/01/01
02/02/02
03/03/03
04/04/04
05/05/05
06/06/06
07/07/07
08/08/08
09/09/09

PERMIT NUMBER
01/01/01
01/01/01
02/02/02
03/03/03
04/04/04
05/05/05
06/06/06
07/07/07
08/08/08
09/09/09

Permitted Spaces
MH
RV
Tent
Permitted Beds
Cabins
Barracks
Other Housing

RESULTS

☒ Satisfactory
☐ Incomplete
☐ Unsatisfactory

Correct Violations by

☐ Next Inspection
☐ 8:00 AM on:

DATE
01/01/12
01/01/13
02/02/14
03/03/15
04/04/16
05/05/17
06/06/18
07/07/19
08/08/20
09/09/21

☐ OUT OF BUSINESS

Items marked below violate the requirements of Chapter 64E-15 of the Florida Administrative Code and must be corrected. Continued operation of the park without making these corrections is a violation of Chapter 64E-15 of the Florida Administrative Code and Chapters 381, 386 and 513 of the Florida Statutes. Violations must be corrected as indicated in the Results section above, or a citation, administrative fine, or other legal action will be initiated.

SITE AND LAYOUT <input type="checkbox"/> 1. Drainage <input type="checkbox"/> 2. Space Size <input type="checkbox"/> 3. Density <input type="checkbox"/> 4. Roads <input type="checkbox"/> 5. Setbacks DRINKING WATER <input type="checkbox"/> 6. Approved System <input type="checkbox"/> 7. Distribution System <input type="checkbox"/> 8. Bact./Chem. Samples <input type="checkbox"/> 9. Backflow Prevention <input type="checkbox"/> 10. Water Stations	SEWAGE DISPOSAL <input type="checkbox"/> 11. Approved System <input type="checkbox"/> 12. Plumbing <input type="checkbox"/> 13. Dump Stations <input type="checkbox"/> 14. Septic Tanks SANITARY FACILITIES <input type="checkbox"/> 15. Adequate (1993) <input type="checkbox"/> 16. Ratio <input type="checkbox"/> 17. Repair GARBAGE AND REFUSE DISPOSAL <input type="checkbox"/> 18. Storage <input type="checkbox"/> 19. Collection/Disposal	VERMIN CONTROL <input type="checkbox"/> 20. Harborage <input type="checkbox"/> 21. Extermination RECREATIONAL CAMPS <input type="checkbox"/> 22. Sites <input type="checkbox"/> 23. Shelters <input type="checkbox"/> 24. Heating <input type="checkbox"/> 25. Wiring <input type="checkbox"/> 26. Beds and Bedding <input type="checkbox"/> 27. Food Service <input type="checkbox"/> 28. Sanitary Facilities <input type="checkbox"/> 29. Water Supply <input type="checkbox"/> 30. Sewage	<input type="checkbox"/> 31. 911 # <input type="checkbox"/> 32. Disease Control PERMITS AND FEES <input type="checkbox"/> 33. Permit Current <input type="checkbox"/> 34. Plan on File <input type="checkbox"/> 35. Permit Application <input type="checkbox"/> 36. Fee Paid OWNER/OCCUPANT RESPONSIBILITY <input type="checkbox"/> 37. Maintenance	<input type="checkbox"/> 38. 513, FS, Available OTHER STATE <input type="checkbox"/> 39 <input type="checkbox"/> 40 <input type="checkbox"/> 41 <input type="checkbox"/> 42 <input type="checkbox"/> 43 OTHER LOCAL <input type="checkbox"/> 44 <input type="checkbox"/> 45 <input type="checkbox"/> 46
--	---	--	---	---

It is unlawful to modify any Mobile Home, Lodging, RV Park, Recreational Camp and Migrant Park without first having obtained approval from the department.

ITEM NUMBERS

COMMENTS AND INSTRUCTIONS
(continue on attached sheet)

No violations observed. No sanitary nuisance or public health risks observed at the time inspection.

HEALTH DEPARTMENT INSPECTOR: James Brough

PHONE: 595-6766

COPY OF REPORT RECEIVED BY: X Michael Kimbrell

DATE: 4-3-14

**STATE OF FLORIDA
DEPARTMENT OF HEALTH
COUNTY HEALTH DEPARTMENT**



PURPOSE:

- ☐ ROUTINE ☐ REINSPECTION
☐ CONSTRUCT. ☐ NEW
☐ COMPLAINT ☐ CHANGE OF OWNER
☐ QA SURVEY ☐ CONSULTATION
☒ OTHER Weekly Inspection

**MOBILE HOME, LODGING, RECREATIONAL VEHICLE PARK, RECREATIONAL
CAMP, AND MIGRANT PARK
INSPECTION REPORT**

TYPE:

- ☐ MIGRANT PARK
☒ MOBILE HOME PARK
☐ LODGING PARK
☐ RECREATIONAL VEHICLE PARK
☐ RECREATIONAL CAMP
☐ TEMPORARY EVENT

NAME OF PARK OR CAMP Satashi Forest
 ADDRESS 999 Massachusetts Ave CITY Pensacola
 OWNER Spans Outpost ZIP 32505
 PERSON IN CHARGE Michael Kimbrell PHONE 297-0797

BEGIN	END
10:00 AM	10:30 AM
1:00	1:00
2:05 AM	2:05 AM
3:10 PM	3:10 PM
4:15	4:15
5:20	5:20
6:25	6:25
7:30	7:30
8:35	8:35
9:40	9:40
10:45	10:45
11:50	11:50
12:55	12:55

DATE
04/21/14
01/01/01
02/02/02
03/03/03
04/04/04
05/05/05
06/06/06
07/07/07
08/08/08
09/09/09
10/10/10
11/11/11
12/12/12

POSITION
917528
01/01/01
02/02/02
03/03/03
04/04/04
05/05/05
06/06/06
07/07/07
08/08/08
09/09/09
10/10/10
11/11/11
12/12/12

PERMIT NUMBER
SN
01/01/01
02/02/02
03/03/03
04/04/04
05/05/05
06/06/06
07/07/07
08/08/08
09/09/09
10/10/10
11/11/11
12/12/12

Permitted Spaces
MH
RV
Tent
Permitted Beds
Cabins
Barracks
Other Housing

RESULTS

☒ Satisfactory
☐ Incomplete
☐ Unsatisfactory

Correct Violations by

☐ Next Inspection
☐ 8:00 AM on:

01/01/01	12
02/02/02	13
03/03/03	14
04/04/04	15
05/05/05	16
06/06/06	17
07/07/07	18
08/08/08	19
09/09/09	20
10/10/10	21

☐ OUT OF BUSINESS

Violations noted below violate the requirements of Chapter 64E-15 of the Florida Administrative Code and must be corrected. Continued operation of the park without making these corrections is a violation of Chapter 64E-15 of the Florida Administrative Code and Chapter 381, 386 and 513 of the Florida Statutes. Violations must be corrected as indicated in the Results section above, or a citation, administrative fine, or other legal actions will be initiated.

SITE AND LAYOUT <input type="checkbox"/> 1. Drainage <input type="checkbox"/> 2. Space Size <input type="checkbox"/> 3. Density <input type="checkbox"/> 4. Roads <input type="checkbox"/> 5. Setbacks DRINKING WATER <input type="checkbox"/> 6. Approved System <input type="checkbox"/> 7. Distribution System <input type="checkbox"/> 8. Bact./Chem. Samples <input type="checkbox"/> 9. Backflow Prevention <input type="checkbox"/> 10. Water Stations	SEWAGE DISPOSAL <input type="checkbox"/> 11. Approved System <input type="checkbox"/> 12. Plumbing <input type="checkbox"/> 13. Dump Stations <input type="checkbox"/> 14. Septic Tanks SANITARY FACILITIES <input type="checkbox"/> 15. Adequate (1993) <input type="checkbox"/> 16. Ratio <input type="checkbox"/> 17. Repair GARBAGE AND REFUSE DISPOSAL <input type="checkbox"/> 18. Storage <input type="checkbox"/> 19. Collection/Disposal	VERMIN CONTROL <input type="checkbox"/> 20. Harborage <input type="checkbox"/> 21. Extermination RECREATIONAL CAMPS <input type="checkbox"/> 22. Sites <input type="checkbox"/> 23. Shelters <input type="checkbox"/> 24. Heating <input type="checkbox"/> 25. Wiring <input type="checkbox"/> 26. Beds and Bedding <input type="checkbox"/> 27. Food Service <input type="checkbox"/> 28. Sanitary Facilities <input type="checkbox"/> 29. Water Supply <input type="checkbox"/> 30. Sewage	<input type="checkbox"/> 31. 911 # <input type="checkbox"/> 32. Disease Control PERMITS AND FEES <input type="checkbox"/> 33. Permit Current <input type="checkbox"/> 34. Plan on File <input type="checkbox"/> 35. Permit Application <input type="checkbox"/> 36. Fee Paid OWNER/OCCUPANT RESPONSIBILITY <input type="checkbox"/> 37. Maintenance	<input type="checkbox"/> 38. 513, FS, Available OTHER STATE <input type="checkbox"/> 39 <input type="checkbox"/> 40 <input type="checkbox"/> 41 <input type="checkbox"/> 42 <input type="checkbox"/> 43 OTHER LOCAL <input type="checkbox"/> 44 <input type="checkbox"/> 45 <input type="checkbox"/> 46
--	---	--	---	---

It is unlawful to modify any Mobile Home, Lodging, RV Park, Recreational Camp and Migrant Park without first having obtained approval from the department.

ITEM
NUMBERS

COMMENTS AND INSTRUCTIONS
(continue on attached sheet)

No Violations observed. No sanitary nuisance present at time of inspection.

HEALTH DEPARTMENT INSPECTOR: [Signature]

PHONE: 595-6200

COPY OF REPORT RECEIVED BY: [Signature]

DATE: 4-21-14

Michael Kimbrell

**STATE OF FLORIDA
DEPARTMENT OF HEALTH
COUNTY HEALTH DEPARTMENT**



PURPOSE:

- ☐ ROUTINE ☐ REINSPECTION
☐ CONSTRUCT. ☐ NEW
☐ COMPLAINT ☐ CHANGE OF OWNER
☐ QA SURVEY ☐ CONSULTATION
☒ OTHER Inspection II

**MOBILE HOME, LODGING, RECREATIONAL VEHICLE PARK, RECREATIONAL
CAMP, AND MIGRANT PARK
INSPECTION REPORT**

TYPE:

- ☐ MIGRANT PARK
☐ MOBILE HOME PARK
☐ LODGING PARK
☐ RECREATIONAL VEHICLE PARK
☒ RECREATIONAL CAMP
☐ TEMPORARY EVENT

NAME OF PARK OR CAMP <u>Satoshi Forest</u>	
ADDRESS <u>1999 Massachusetts Ave.</u>	CITY <u>Pensacola</u>
OWNER <u>Seans Outpost</u>	ZIP <u>32509</u>
PERSON IN CHARGE <u>Michael Kimberl</u>	PHONE <u>287-0792</u>

BEGIN	END
12:00 PM	12:30 PM
1:00	1:00
2:05 AM	2:05 AM
3:10 PM	3:10 PM
4:15	4:15
5:20	5:20
6:25	6:25
7:30	7:30
8:35	8:35
9:40	9:40
10:45	10:45
11:50	11:50
12:55	12:55

DATE
05 09 14
0 0 0 0 12
1 1 1 1 13
2 2 2 2 14
3 3 3 3 15
4 4 4 4 16
5 5 5 5 17
6 6 6 6 18
7 7 7 7 19
8 8 8 8 20
9 9 9 9 21

POSITION #
917528
0 0 0 0 0 0
1 1 1 1 1 1
2 2 2 2 2 2
3 3 3 3 3 3
4 4 4 4 4 4
5 5 5 5 5 5
6 6 6 6 6 6
7 7 7 7 7 7
8 8 8 8 8 8
9 9 9 9 9 9

PERMIT NUMBER

Permitted Spaces
MH
RV
Tent
Permitted Beds
Cabins
Ballracks
Other Housing

RESULTS

- ☒ Satisfactory
☐ Incomplete
☐ Unsatisfactory

Correct Violations by

- ☒ Next Inspection
☐ 8:00 AM on:

DATE
0 0 0 0 12
1 1 1 1 13
2 2 2 2 14
3 3 3 3 15
4 4 4 4 16
5 5 5 5 17
6 6 6 6 18
7 7 7 7 19
8 8 8 8 20
9 9 9 9 21

☐ OUT OF BUSINESS

Items listed below violate the requirements of Chapter 64E-15 of the Florida Administrative Code and must be corrected. Continued operation of this park without making these corrections is a violation of Chapter 64E-15 of the Florida Administrative Code and Chapter 381-386 and 513 of the Florida Statutes. Violations must be corrected as indicated in the Results section above, or a citation, administrative fine, or other legal action will be initiated.

SITE AND LAYOUT <input type="checkbox"/> 1. Drainage <input type="checkbox"/> 2. Space Size <input type="checkbox"/> 3. Density <input type="checkbox"/> 4. Roads <input type="checkbox"/> 5. Setbacks DRINKING WATER <input type="checkbox"/> 6. Approved System <input type="checkbox"/> 7. Distribution System <input type="checkbox"/> 8. Bact./Chem. Samples <input type="checkbox"/> 9. Backflow Prevention <input type="checkbox"/> 10. Water Stations	SEWAGE DISPOSAL <input type="checkbox"/> 11. Approved System <input type="checkbox"/> 12. Plumbing <input type="checkbox"/> 13. Dump Stations <input type="checkbox"/> 14. Septic Tanks SANITARY FACILITIES <input type="checkbox"/> 15. Adequate (1993) <input type="checkbox"/> 16. Ratio <input type="checkbox"/> 17. Repair GARBAGE AND REFUSE DISPOSAL <input type="checkbox"/> 18. Storage <input checked="" type="checkbox"/> 19. Collection/Disposal	VERMIN CONTROL <input type="checkbox"/> 20. Harborage <input type="checkbox"/> 21. Extermination RECREATIONAL CAMPS* <input type="checkbox"/> 22. Sites <input type="checkbox"/> 23. Shelters <input type="checkbox"/> 24. Heating <input type="checkbox"/> 25. Wiring <input type="checkbox"/> 26. Beds and Bedding <input type="checkbox"/> 27. Food Service <input type="checkbox"/> 28. Sanitary Facilities <input type="checkbox"/> 29. Water Supply <input type="checkbox"/> 30. Sewage	<input type="checkbox"/> 31. 911 # <input type="checkbox"/> 32. Disease Control PERMITS AND FEES <input type="checkbox"/> 33. Permit Current <input type="checkbox"/> 34. Plan on File <input type="checkbox"/> 35. Permit Application <input type="checkbox"/> 36. Fee Paid OWNER/OCCUPANT RESPONSIBILITY <input type="checkbox"/> 37. Maintenance	<input type="checkbox"/> 38. 513, FS, Available OTHER STATE <input type="checkbox"/> 39. <input type="checkbox"/> 40. <input type="checkbox"/> 41. <input type="checkbox"/> 42. <input type="checkbox"/> 43. OTHER LOCAL <input type="checkbox"/> 44. <input type="checkbox"/> 45. <input type="checkbox"/> 46.
--	--	---	---	---

It is unlawful to modify any Mobile Home, Lodging, RV Park, Recreational Camp and Migrant Park without first having obtained approval from the department.

ITEM
NUMBERS

COMMENTS AND INSTRUCTIONS
(continue on attached sheet)

- PICK UP trash/debris around camp sites.

HEALTH DEPARTMENT INSPECTOR: [Signature]

COPY OF REPORT RECEIVED BY: [Signature]

DH Form 4039, 02/12, 64E-15.010(5), F.A.C.

PHONE: 595-6700

DATE: 5-09-14

**STATE OF FLORIDA
DEPARTMENT OF HEALTH
COUNTY HEALTH DEPARTMENT**



PURPOSE:

- ☐ ROUTINE ☐ REINSPECTION
☐ CONSTRUCT. ☐ NEW
☐ COMPLAINT ☐ CHANGE OF OWNER
☐ QA SURVEY ☐ CONSULTATION
☒ OTHER Inspection 12

**MOBILE HOME, LODGING, RECREATIONAL VEHICLE PARK, RECREATIONAL
CAMP, AND MIGRANT PARK
INSPECTION REPORT**

TYPE:

- ☐ MIGRANT PARK
☐ MOBILE HOME PARK
☐ LODGING PARK
☐ RECREATIONAL VEHICLE PARK
☒ RECREATIONAL CAMP
☐ TEMPORARY EVENT

NAME OF PARK OR CAMP: Satosh, Forest
 ADDRESS: 1999 Massachusetts Ave CITY: Pensacola
 OWNER: Spears Outpost ZIP: 32505
 PERSON IN CHARGE: Michael Kimbrell PHONE: 287-0792

BEGIN	END
11:40 AM	12:15 PM
1:00	1:00
2:05 AM	2:05 AM
3:10 PM	3:10 PM
4:15	4:15
5:20	5:20
6:25	6:25
7:30	7:30
8:35	8:35
9:40	9:40
10:45	10:45
11:50	11:50
12:55	12:55

DATE
05/20/14
0 0 0 0 12
0 0 0 0 13
0 2 2 2 14
0 3 3 3 15
0 4 4 4 16
0 5 5 5 17
0 6 6 6 18
0 7 7 7 19
0 8 8 8 20
0 9 9 9 21

POSITION #
917528
0 0 0 0 0 0
0 0 0 0 0 0
0 2 2 2 2 2
0 3 3 3 3 3
0 4 4 4 4 4
0 5 5 5 5 5
0 6 6 6 6 6
0 7 7 7 7 7
0 8 8 8 8 8
0 9 9 9 9 9

PERMIT NUMBER
0 0 0 0 0 0
0 0 0 0 0 0
0 2 2 2 2 2
0 3 3 3 3 3
0 4 4 4 4 4
0 5 5 5 5 5
0 6 6 6 6 6
0 7 7 7 7 7
0 8 8 8 8 8
0 9 9 9 9 9

Permitted Spaces
MH
RV
Tent
Permitted Beds
Cabins
Barracks
Other Housing

RESULTS

☒ Satisfactory
☐ Incomplete
☐ Unsatisfactory

Correct Violations by

☐ Next Inspection
☐ 8:00 AM on:

DATE
0 0 0 0 12
0 1 1 1 13
0 2 2 2 14
0 3 3 3 15
0 4 4 4 16
0 5 5 5 17
0 6 6 6 18
0 7 7 7 19
0 8 8 8 20
0 9 9 9 21

☐ OUT OF BUSINESS

Items marked below violate the requirements of Chapter 64E-15 of the Florida Administrative Code and must be corrected. Continued operation of this unit without making these corrections is a violation of Chapter 64E-15 of the Florida Administrative Code and Chapters 381, 386 and 513 of the Florida Statutes. Violations must be corrected as indicated in the Results section above, or a citation, administrative fine, or other legal action will be initiated.

SITE AND LAYOUT <input type="checkbox"/> 1. Drainage <input type="checkbox"/> 2. Space Size <input type="checkbox"/> 3. Density <input type="checkbox"/> 4. Roads <input type="checkbox"/> 5. Setbacks DRINKING WATER <input type="checkbox"/> 6. Approved System <input type="checkbox"/> 7. Distribution System <input type="checkbox"/> 8. Bact./Chem. Samples <input type="checkbox"/> 9. Backflow Prevention <input type="checkbox"/> 10. Water Stations	SEWAGE DISPOSAL <input type="checkbox"/> 11. Approved System <input type="checkbox"/> 12. Plumbing <input type="checkbox"/> 13. Dump Stations <input type="checkbox"/> 14. Septic Tanks SANITARY FACILITIES <input type="checkbox"/> 15. Adequate (1993) <input type="checkbox"/> 16. Ratio <input type="checkbox"/> 17. Repair GARBAGE AND REFUSE DISPOSAL <input type="checkbox"/> 18. Storage <input type="checkbox"/> 19. Collection/Disposal	VERMIN CONTROL <input type="checkbox"/> 20. Harborage <input type="checkbox"/> 21. Extermination RECREATIONAL CAMPS <input type="checkbox"/> 22. Sites <input type="checkbox"/> 23. Shelters <input type="checkbox"/> 24. Heating <input type="checkbox"/> 25. Wiring <input type="checkbox"/> 26. Beds and Bedding <input type="checkbox"/> 27. Food Service <input type="checkbox"/> 28. Sanitary Facilities <input type="checkbox"/> 29. Water Supply <input type="checkbox"/> 30. Sewage	<input type="checkbox"/> 31. 911 # <input type="checkbox"/> 32. Disease Control PERMITS AND FEES <input type="checkbox"/> 33. Permit Current <input type="checkbox"/> 34. Plan on File <input type="checkbox"/> 35. Permit Application <input type="checkbox"/> 36. Fee Paid OWNER/OCCUPANT RESPONSIBILITY <input type="checkbox"/> 37. Maintenance	<input type="checkbox"/> 38. 513.FS, Available OTHER STATE <input type="checkbox"/> 39. <input type="checkbox"/> 40. <input type="checkbox"/> 41. <input type="checkbox"/> 42. <input type="checkbox"/> 43. OTHER LOCAL <input type="checkbox"/> 44. <input type="checkbox"/> 45. <input type="checkbox"/> 46.
--	---	--	---	--

It is unlawful to modify any Mobile Home, Lodging, RV Park, Recreational Camp and Migrant Park without first having obtained approval from the department.

ITEM
NUMBERS

COMMENTS AND INSTRUCTIONS
(continue on attached sheet)

Previous violation corrected, no violations observed. The park looks great. Thank you.

HEALTH DEPARTMENT INSPECTOR: [Signature]

PHONE: 595-6700

COPY OF REPORT RECEIVED BY: [Signature]

DATE: 5/30/14

**STATE OF FLORIDA
DEPARTMENT OF HEALTH
COUNTY HEALTH DEPARTMENT**



**MOBILE HOME, LODGING, RECREATIONAL VEHICLE PARK, RECREATIONAL
CAMP, AND MIGRANT PARK
INSPECTION REPORT**

PURPOSE:

- ☐ ROUTINE ☐ REINSPECTION
☐ CONSTRUCT. ☐ NEW
☐ COMPLAINT ☐ CHANGE OF OWNER
☐ QA SURVEY ☐ CONSULTATION
☒ OTHER Inspection 13

TYPE:

- ☐ MIGRANT PARK
☐ MOBILE HOME PARK
☐ LODGING PARK
☐ RECREATIONAL VEHICLE PARK
☒ RECREATIONAL CAMP
☐ TEMPORARY EVENT

NAME OF PARK OR CAMP Satashi Forest
ADDRESS 1999 Massachusetts Ave **CITY** Pensacola
OWNER Sean's Outpost **ZIP** 32505
PERSON IN CHARGE Michael Kimberl **PHONE** 287-0792

RESULTS

- ☒ Satisfactory
☐ Incomplete
☐ Unsatisfactory
 Correct Violations by
☒ Next Inspection
☐ 8:00 AM on:

BEGIN	END	DATE	POSITION #	PERMIT NUMBER	Permitted Spaces
1:30pm	2:15pm	06/13/14	917528		MH
2:00	2:05 AM				RV
3:00 PM	3:10 PM				Tent
4:15	4:15				Permitted Beds
5:20	5:20				Cabins
6:25	6:25				Barracks
7:25	7:25				Other Housing
8:25	8:25				
9:40	9:40				
10:40	10:40				
11:55	11:55				
12:55	12:55				

DATE
12
13
14
15
16
17
18
19
20
21
OUT OF BUSINESS

Items marked below violate the requirements of Chapter 64E-15 of the Florida Administrative Code and must be corrected. Continued operation of this park without making these corrections is a violation of Chapter 64E-15 of the Florida Administrative Code and Chapters 381, 386 and 513 of the Florida Statutes. Violations must be corrected as indicated in the Results section above, or a citation, administrative fine, or other legal action will be initiated.

SITE AND LAYOUT <input type="checkbox"/> 1. Drainage <input type="checkbox"/> 2. Space Size <input type="checkbox"/> 3. Density <input type="checkbox"/> 4. Roads <input type="checkbox"/> 5. Setbacks DRINKING WATER <input type="checkbox"/> 6. Approved System <input type="checkbox"/> 7. Distribution System <input type="checkbox"/> 8. Bact./Chem. Samples <input type="checkbox"/> 9. Backflow Prevention <input type="checkbox"/> 10. Water Stations	SEWAGE DISPOSAL <input type="checkbox"/> 11. Approved System <input type="checkbox"/> 12. Plumbing <input type="checkbox"/> 13. Dump Stations <input type="checkbox"/> 14. Septic Tanks SANITARY FACILITIES <input type="checkbox"/> 15. Adequate (1993) <input type="checkbox"/> 16. Ratio <input type="checkbox"/> 17. Repair GARBAGE AND REFUSE DISPOSAL <input type="checkbox"/> 18. Storage <input type="checkbox"/> 19. Collection/Disposal	VERMIN CONTROL <input checked="" type="checkbox"/> 20. Harborage <input type="checkbox"/> 21. Extermination RECREATIONAL CAMPS** <input type="checkbox"/> 22. Sites <input type="checkbox"/> 23. Shelters <input type="checkbox"/> 24. Heating <input type="checkbox"/> 25. Wiring <input type="checkbox"/> 26. Beds and Bedding <input type="checkbox"/> 27. Food Service <input type="checkbox"/> 28. Sanitary Facilities <input type="checkbox"/> 29. Water Supply <input type="checkbox"/> 30. Sewage	<input type="checkbox"/> 31. 911 # <input type="checkbox"/> 32. Disease Control PERMITS AND FEES <input type="checkbox"/> 33. Permit Current <input type="checkbox"/> 34. Plan on File <input type="checkbox"/> 35. Permit Application <input type="checkbox"/> 36. Fee Paid OWNER/OCCUPANT RESPONSIBILITY <input type="checkbox"/> 37. Maintenance	<input type="checkbox"/> 38. 513.FS. Available OTHER STATE <input type="checkbox"/> 39. _____ <input type="checkbox"/> 40. _____ <input type="checkbox"/> 41. _____ <input type="checkbox"/> 42. _____ <input type="checkbox"/> 43. _____ OTHER LOCAL <input type="checkbox"/> 44. _____ <input type="checkbox"/> 45. _____ <input type="checkbox"/> 46. _____
--	---	---	---	--

It is unlawful to modify any Mobile Home, Lodging, RV Park, Recreational Camp and Migrant Park without first having obtained approval from the department.

ITEM NUMBERS	COMMENTS AND INSTRUCTIONS (continue on attached sheet)
#20	Ensure that pots, pans, dishes, etc. are stored to prevent water from collecting.

HEALTH DEPARTMENT INSPECTOR: Gauree B...

PHONE: 595-6700

COPY OF REPORT RECEIVED BY: Email

DATE: 6/13/14

DH Form 4039 02/12, 64E 15.010(5), F.A.C.

Michael Kimberl

**STATE OF FLORIDA
DEPARTMENT OF HEALTH
COUNTY HEALTH DEPARTMENT**



PURPOSE:

- ☒ ROUTINE ☐ REINSPECTION
☐ CONSTRUCT. ☐ NEW
☐ COMPLAINT ☐ CHANGE OF OWNER
☐ QA SURVEY ☐ CONSULTATION
☐ OTHER insp. 14

**MOBILE HOME, LODGING, RECREATIONAL VEHICLE PARK, RECREATIONAL
CAMP, AND MIGRANT PARK
INSPECTION REPORT**

TYPE:

- ☐ MIGRANT PARK
☐ MOBILE HOME PARK
☐ LODGING PARK
☐ RECREATIONAL VEHICLE PARK
☐ RECREATIONAL CAMP
☐ TEMPORARY EVENT

NAME OF PARK OR CAMP Satash. Forest
ADDRESS 1999 Massachusetts Ave CITY Pensacola
OWNER Scans Outpost ZIP 32505
PERSON IN CHARGE Michael Kimberl PHONE 287-0797

RESULTS

☐ Satisfactory
☐ Incomplete
☐ Unsatisfactory

Correct Violations by
☐ Next Inspection
☐ 8:00 AM on:

DATE	TIME	STATUS
0	0	12
1	1	13
2	2	14
3	3	15
4	4	16
5	5	17
6	6	18
7	7	19
8	8	20
9	9	21

☐ OUT OF BUSINESS

BEGIN	END	DATE	POSITION	PERMIT NUMBER	Permitted Spaces
2:30 PM	2:50 PM	06/26/14	917523	5	MH
1:00	1:00				RV
2:05 AM	2:05 AM				Tent
3:10 PM	3:10 PM				Permitted Beds
4:15	4:15				Cabins
5:20	5:20				Barracks
6:25	6:25				Other
7:30	7:30				Housing
8:35	8:35				
9:40	9:40				
10:45	10:45				
11:50	11:50				
12:55	12:55				

Items marked below violate the requirements of Chapter 64E-15 of the Florida Administrative Code and must be corrected. Continued operation of this park without making these corrections is a violation of Chapter 64E-15 of the Florida Administrative Code and Chapters 381, 386 and 513 of the Florida Statutes. Violations must be corrected as indicated in the Results section above, or a citation, administrative fine, or other legal actions will be initiated.

SITE AND LAYOUT	SEWAGE DISPOSAL	VERMIN CONTROL	RECREATIONAL CAMPS	PERMITS AND FEES	OWNER/OCCUPANT RESPONSIBILITY
<input type="checkbox"/> 1. Drainage	<input type="checkbox"/> 11. Approved System	<input type="checkbox"/> 20. Harborage	<input type="checkbox"/> 22. Sites	<input type="checkbox"/> 31. 911 #	<input type="checkbox"/> 37. Maintenance
<input type="checkbox"/> 2. Space Size	<input type="checkbox"/> 12. Plumbing	<input type="checkbox"/> 21. Extermination	<input type="checkbox"/> 23. Shelters	<input type="checkbox"/> 32. Disease Control	<input type="checkbox"/> 38. 513.FS, Available
<input type="checkbox"/> 3. Density	<input type="checkbox"/> 13. Dump Stations		<input type="checkbox"/> 24. Heating	<input type="checkbox"/> 33. Permit Current	<input type="checkbox"/> 39.
<input type="checkbox"/> 4. Roads	<input type="checkbox"/> 14. Septic Tanks		<input type="checkbox"/> 25. Wiring	<input type="checkbox"/> 34. Plan on File	<input type="checkbox"/> 40.
<input type="checkbox"/> 5. Setbacks	<input type="checkbox"/> 15. Adequate (1993)		<input type="checkbox"/> 26. Beds and Bedding	<input type="checkbox"/> 35. Permit Application	<input type="checkbox"/> 41.
DRINKING WATER	<input type="checkbox"/> 16. Ratio		<input type="checkbox"/> 27. Food Service	<input type="checkbox"/> 36. Fee Paid	<input type="checkbox"/> 42.
<input type="checkbox"/> 6. Approved System	<input type="checkbox"/> 17. Repair		<input type="checkbox"/> 28. Sanitary Facilities	<input type="checkbox"/> 37. Maintenance	<input type="checkbox"/> 43.
<input type="checkbox"/> 7. Distribution System	GARBAGE AND REFUSE DISPOSAL		<input type="checkbox"/> 29. Water Supply	<input type="checkbox"/> 38. 513.FS, Available	<input type="checkbox"/> 44.
<input type="checkbox"/> 8. Bact./Chem. Samples	<input type="checkbox"/> 18. Storage		<input type="checkbox"/> 30. Sewage	<input type="checkbox"/> 39.	<input type="checkbox"/> 45.
<input type="checkbox"/> 9. Backflow Prevention	<input type="checkbox"/> 19. Collection/Disposal			<input type="checkbox"/> 40.	<input type="checkbox"/> 46.
<input type="checkbox"/> 10. Water Stations				<input type="checkbox"/> 41.	<input type="checkbox"/> 47.

It is unlawful to modify any Mobile Home, Lodging, RV Park, Recreational Camp and Migrant Park without first having obtained approval from the department.

ITEM NUMBERS	COMMENTS AND INSTRUCTIONS (continue on attached sheet)
	<u>No violations observed</u>
	<u>Thank You!</u>

**STATE OF FLORIDA
DEPARTMENT OF HEALTH
COUNTY HEALTH DEPARTMENT**



PURPOSE:

- ☐ ROUTINE ☐ REINSPECTION
☐ CONSTRUCT. ☐ NEW
☐ COMPLAINT ☐ CHANGE OF OWNER
☐ QA SURVEY ☐ CONSULTATION
☒ OTHER Inspection

**MOBILE HOME, LODGING, RECREATIONAL VEHICLE PARK, RECREATIONAL
CAMP, AND MIGRANT PARK
INSPECTION REPORT**

TYPE:

- ☐ MIGRANT PARK
☒ MOBILE HOME PARK
☐ LODGING PARK
☐ RECREATIONAL VEHICLE PARK
☐ RECREATIONAL CAMP
☐ TEMPORARY EVENT

NAME OF PARK OR CAMP Satoshi Forest
ADDRESS 1999 Massachusetts Ave **CITY** Pensacola
OWNER Scans Outpost **ZIP** 32505
PERSON IN CHARGE Michael Kimberl **PHONE** 287-0792

BEGIN	END
1:00 PM	1:00 PM
2:05 AM	2:05 AM
3:10 PM	3:10 PM
4:15	4:15
5:20	5:20
6:25	6:25
7:30	7:30
8:35	8:35
9:40	9:40
10:45	10:45
11:50	11:50
12:55	12:55

DATE		
07	11	14
00	00	00
01	01	01
02	02	02
03	03	03
04	04	04
05	05	05
06	06	06
07	07	07
08	08	08
09	09	09

POSITION #		
01	75	28
00	00	00
01	01	01
02	02	02
03	03	03
04	04	04
05	05	05
06	06	06
07	07	07
08	08	08
09	09	09

PERMIT NUMBER		
00	00	00
01	01	01
02	02	02
03	03	03
04	04	04
05	05	05
06	06	06
07	07	07
08	08	08
09	09	09

Permitted Spaces	
MH	
RV	
Tent	
Permitted Beds	
Cabins	
Barracks	
Other Housing	

RESULTS

☒ Satisfactory
☐ Incomplete
☐ Unsatisfactory

Correct Violations by

☐ Next Inspection
☐ 8:00 AM on:

DATE		
00	00	00
01	01	01
02	02	02
03	03	03
04	04	04
05	05	05
06	06	06
07	07	07
08	08	08
09	09	09

☐ OUT OF BUSINESS

Items marked below violate the requirements of Chapter 64E-15 of the Florida Administrative Code and must be corrected. Continued operation of this park without making these corrections is a violation of Chapter 64E-15 of the Florida Administrative Code and Chapters 381, 386 and 315 of the Florida Statutes. Violations must be corrected as indicated in the Results section above, or a citation, administrative fine or other legal action will be initiated.

SITE AND LAYOUT <input type="checkbox"/> 1. Drainage <input type="checkbox"/> 2. Space Size <input type="checkbox"/> 3. Density <input type="checkbox"/> 4. Roads <input type="checkbox"/> 5. Setbacks DRINKING WATER <input type="checkbox"/> 6. Approved System <input type="checkbox"/> 7. Distribution System <input type="checkbox"/> 8. Bact./Chem. Samples <input type="checkbox"/> 9. Backflow Prevention <input type="checkbox"/> 10. Water Stations	SEWAGE DISPOSAL <input type="checkbox"/> 11. Approved System <input type="checkbox"/> 12. Plumbing <input type="checkbox"/> 13. Dump Stations <input type="checkbox"/> 14. Septic Tanks SANITARY FACILITIES <input type="checkbox"/> 15. Adequate (1993) <input type="checkbox"/> 16. Ratio <input type="checkbox"/> 17. Repair GARBAGE AND REFUSE DISPOSAL <input type="checkbox"/> 18. Storage <input type="checkbox"/> 19. Collection/Disposal	VERMIN CONTROL <input type="checkbox"/> 20. Harborage <input type="checkbox"/> 21. Extermination RECREATIONAL CAMPS <input type="checkbox"/> 22. Sites <input type="checkbox"/> 23. Shelters <input type="checkbox"/> 24. Heating <input type="checkbox"/> 25. Wiring <input type="checkbox"/> 26. Beds and Bedding <input type="checkbox"/> 27. Food Service <input type="checkbox"/> 28. Sanitary Facilities <input type="checkbox"/> 29. Water Supply <input type="checkbox"/> 30. Sewage	<input type="checkbox"/> 31. 911 # <input type="checkbox"/> 32. Disease Control PERMITS AND FEES <input type="checkbox"/> 33. Permit Current <input type="checkbox"/> 34. Plan on File <input type="checkbox"/> 35. Permit Application <input type="checkbox"/> 36. Fee Paid OWNER/OCCUPANT RESPONSIBILITY <input type="checkbox"/> 37. Maintenance	<input type="checkbox"/> 38. 513, FS, Available OTHER STATE <input type="checkbox"/> 39 <input type="checkbox"/> 40 <input type="checkbox"/> 41 <input type="checkbox"/> 42 <input type="checkbox"/> 43 OTHER LOCAL <input type="checkbox"/> 44 <input type="checkbox"/> 45 <input type="checkbox"/> 46
--	---	--	---	---

It is unlawful to modify any Mobile Home, Lodging, RV Park, Recreational Camp and Migrant Park without first having obtained approval from the department.

**ITEM
NUMBERS**

COMMENTS AND INSTRUCTIONS
(continue on attached sheet)

No violation observed, Thank you

HEALTH DEPARTMENT INSPECTOR: [Signature]
COPY OF REPORT RECEIVED BY: [Signature]
 DH Form 4039, 02/12, 64E-15.010(6), FA.C.

PHONE: 595-0700
DATE: 7/11/14



☐ MIGRANT PARK
☐ MOBILE HOME PARK
☐ LODGING PARK
☐ RECREATIONAL VEHICLE PARK
☒ RECREATIONAL CAMP
☐ TEMPORARY EVENT

RESULTS			
<input checked="" type="checkbox"/>	Satisfactory		
<input type="checkbox"/>	Incomplete		
<input type="checkbox"/>	Unsatisfactory		
Correct Violations by			
<input type="checkbox"/>	Next Inspection		
<input type="checkbox"/>	8:00 AM on:		
DATE			
<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="12"/>
<input type="text" value="1"/>	<input type="text" value="1"/>	<input type="text" value="1"/>	<input type="text" value="13"/>
<input type="text" value="2"/>	<input type="text" value="2"/>	<input type="text" value="2"/>	<input type="text" value="14"/>
<input type="text" value="3"/>	<input type="text" value="3"/>	<input type="text" value="3"/>	<input type="text" value="15"/>
<input type="text" value="4"/>	<input type="text" value="4"/>	<input type="text" value="4"/>	<input type="text" value="16"/>
<input type="text" value="5"/>	<input type="text" value="5"/>	<input type="text" value="5"/>	<input type="text" value="17"/>
<input type="text" value="6"/>	<input type="text" value="6"/>	<input type="text" value="6"/>	<input type="text" value="18"/>
<input type="text" value="7"/>	<input type="text" value="7"/>	<input type="text" value="7"/>	<input type="text" value="19"/>
<input type="text" value="8"/>	<input type="text" value="8"/>	<input type="text" value="8"/>	<input type="text" value="20"/>
<input type="text" value="9"/>	<input type="text" value="9"/>	<input type="text" value="9"/>	<input type="text" value="21"/>
<input type="checkbox"/>	OUT OF BUSINESS		

BEGIN		END	
1 30pm	1 55pm		
2 00	2 00		
3 05 AM	3 05 AM		
4 10 PM	4 10 PM		
5 15	5 15		
6 20	6 20		
7 25	7 25		
8 30	8 30		
9 35	9 35		
10 40	10 40		
11 45	11 45		
12 50	12 50		
1 55	1 55		

DATE			
07	25	14	
0	0	0	12
1	1	1	13
2	2	2	14
3	3	3	15
4	4	4	16
5	5	5	17
6	6	6	18
7	7	7	19
8	8	8	20
9	9	9	21

POSITION			
0	1	7	28
0	0	0	0
1	1	1	1
2	2	2	2
3	3	3	3
4	4	4	4
5	5	5	5
6	6	6	6
7	7	7	7
8	8	8	8
9	9	9	9

PERMIT NUMBER			
0	0	0	0
1	1	1	1
2	2	2	2
3	3	3	3
4	4	4	4
5	5	5	5
6	6	6	6
7	7	7	7
8	8	8	8
9	9	9	9

Permitted Spaces	
MH	
RV	
Tent	
Permitted Beds	
Cabins	
Barracks	
Other Housing	

SITE AND LAYOUT	SEWAGE DISPOSAL	VERMIN CONTROL		
<input type="checkbox"/> 1. Drainage	<input type="checkbox"/> 11. Approved System	<input type="checkbox"/> 20. Harborage	<input type="checkbox"/> 31. PVI #	<input type="checkbox"/> 38. 513.FS, Available
<input type="checkbox"/> 2. Space Size	<input type="checkbox"/> 12. Plumbing	<input type="checkbox"/> 21. Extermination	<input type="checkbox"/> 32. Disease Control	OTHER STATE
<input type="checkbox"/> 3. Density	<input type="checkbox"/> 13. Dump Stations	RECREATIONAL CAMPS*		<input type="checkbox"/> 39.
<input type="checkbox"/> 4. Roads	<input type="checkbox"/> 14. Septic Tanks	<input type="checkbox"/> 22. Sites	PERMITS AND FEES	<input type="checkbox"/> 40.
<input type="checkbox"/> 5. Setbacks	SANITARY FACILITIES	<input type="checkbox"/> 23. Shelters	<input type="checkbox"/> 33. Permit Current	<input type="checkbox"/> 41.
DRINKING WATER	<input type="checkbox"/> 15. Adequate (1993)	<input type="checkbox"/> 24. Heating	<input type="checkbox"/> 34. Plan on File	<input type="checkbox"/> 42.
<input type="checkbox"/> 6. Approved System	<input type="checkbox"/> 16. Ratio	<input type="checkbox"/> 25. Warming	<input type="checkbox"/> 35. Permit Application	<input type="checkbox"/> 43.
<input type="checkbox"/> 7. Distribution System	<input type="checkbox"/> 17. Repair	<input type="checkbox"/> 26. Beds and Bedding	<input type="checkbox"/> 36. Fee Paid	OTHER LOCAL
<input type="checkbox"/> 8. Bact./Chem. Samples	GARBAGE AND REFUSE DISPOSAL	<input type="checkbox"/> 27. Food Service	OWNER/OCCUPANT RESPONSIBILITY	<input type="checkbox"/> 44.
<input type="checkbox"/> 9. Backflow Prevention	<input type="checkbox"/> 18. Storage	<input type="checkbox"/> 28. Sanitary Facilities	<input type="checkbox"/> 37. Maintenance	<input type="checkbox"/> 45.
<input type="checkbox"/> 10. Water Stations	<input type="checkbox"/> 19. Collection/Disposal	<input type="checkbox"/> 29. Water Supply		<input type="checkbox"/> 46.
		<input type="checkbox"/> 30. Sewage		

<p>1</p>	<p>No violations observed. Thank you.</p>	<p>2814</p>
<p>2</p>	<p></p>	<p></p>
<p>3</p>	<p></p>	<p></p>
<p>4</p>	<p></p>	<p></p>
<p>5</p>	<p></p>	<p></p>
<p>6</p>	<p></p>	<p></p>
<p>7</p>	<p></p>	<p></p>
<p>8</p>	<p></p>	<p></p>
<p>9</p>	<p></p>	<p></p>
<p>10</p>	<p></p>	<p></p>
<p>11</p>	<p></p>	<p></p>
<p>12</p>	<p></p>	<p></p>
<p>13</p>	<p></p>	<p></p>
<p>14</p>	<p></p>	<p></p>
<p>15</p>	<p></p>	<p></p>
<p>16</p>	<p></p>	<p></p>
<p>17</p>	<p></p>	<p></p>
<p>18</p>	<p></p>	<p></p>

233

**STATE OF FLORIDA
DEPARTMENT OF HEALTH
COUNTY HEALTH DEPARTMENT**



PURPOSE:

- ☐ ROUTINE ☐ REINSPECTION
☐ CONSTRUCT. ☐ NEW
☐ COMPLAINT ☐ CHANGE OF OWNER
☐ QA SURVEY ☐ CONSULTATION
☒ OTHER insp 17

**MOBILE HOME, LODGING, RECREATIONAL VEHICLE PARK, RECREATIONAL
CAMP, AND MIGRANT PARK
INSPECTION REPORT**

TYPE:

- ☐ MIGRANT PARK
☐ MOBILE HOME PARK
☐ LODGING PARK
☐ RECREATIONAL VEHICLE PARK
☒ RECREATIONAL CAMP
☐ TEMPORARY EVENT

NAME OF PARK OR CAMP Satoshi Forest
 ADDRESS 1999 Massachusetts Ave CITY Pensacola
 OWNER Deans Outpost ZIP 32505
 PERSON IN CHARGE Michael Kimperl PHONE 287-0797

BEGIN	END
1:45 PM	2:15
<input type="checkbox"/> 1:00	<input type="checkbox"/> 1:00
<input type="checkbox"/> 2:05 AM	<input type="checkbox"/> 2:05 AM
<input type="checkbox"/> 3:10 PM	<input type="checkbox"/> 3:10 PM
<input type="checkbox"/> 4:15	<input type="checkbox"/> 4:15
<input type="checkbox"/> 5:20	<input type="checkbox"/> 5:20
<input type="checkbox"/> 6:25	<input type="checkbox"/> 6:25
<input type="checkbox"/> 7:30	<input type="checkbox"/> 7:30
<input type="checkbox"/> 8:35	<input type="checkbox"/> 8:35
<input type="checkbox"/> 9:40	<input type="checkbox"/> 9:40
<input type="checkbox"/> 10:45	<input type="checkbox"/> 10:45
<input type="checkbox"/> 11:50	<input type="checkbox"/> 11:50
<input type="checkbox"/> 12:55	<input type="checkbox"/> 12:55

DATE
080814
<input type="checkbox"/> 01 <input type="checkbox"/> 01 <input type="checkbox"/> 01
<input type="checkbox"/> 02 <input type="checkbox"/> 02 <input type="checkbox"/> 02
<input type="checkbox"/> 03 <input type="checkbox"/> 03 <input type="checkbox"/> 03
<input type="checkbox"/> 04 <input type="checkbox"/> 04 <input type="checkbox"/> 04
<input type="checkbox"/> 05 <input type="checkbox"/> 05 <input type="checkbox"/> 05
<input type="checkbox"/> 06 <input type="checkbox"/> 06 <input type="checkbox"/> 06
<input type="checkbox"/> 07 <input type="checkbox"/> 07 <input type="checkbox"/> 07
<input type="checkbox"/> 08 <input type="checkbox"/> 08 <input type="checkbox"/> 08
<input type="checkbox"/> 09 <input type="checkbox"/> 09 <input type="checkbox"/> 09
<input type="checkbox"/> 10 <input type="checkbox"/> 10 <input type="checkbox"/> 10
<input type="checkbox"/> 11 <input type="checkbox"/> 11 <input type="checkbox"/> 11
<input type="checkbox"/> 12 <input type="checkbox"/> 12 <input type="checkbox"/> 12

POSITION #
911528
<input type="checkbox"/> 01 <input type="checkbox"/> 01 <input type="checkbox"/> 01
<input type="checkbox"/> 02 <input type="checkbox"/> 02 <input type="checkbox"/> 02
<input type="checkbox"/> 03 <input type="checkbox"/> 03 <input type="checkbox"/> 03
<input type="checkbox"/> 04 <input type="checkbox"/> 04 <input type="checkbox"/> 04
<input type="checkbox"/> 05 <input type="checkbox"/> 05 <input type="checkbox"/> 05
<input type="checkbox"/> 06 <input type="checkbox"/> 06 <input type="checkbox"/> 06
<input type="checkbox"/> 07 <input type="checkbox"/> 07 <input type="checkbox"/> 07
<input type="checkbox"/> 08 <input type="checkbox"/> 08 <input type="checkbox"/> 08
<input type="checkbox"/> 09 <input type="checkbox"/> 09 <input type="checkbox"/> 09
<input type="checkbox"/> 10 <input type="checkbox"/> 10 <input type="checkbox"/> 10
<input type="checkbox"/> 11 <input type="checkbox"/> 11 <input type="checkbox"/> 11
<input type="checkbox"/> 12 <input type="checkbox"/> 12 <input type="checkbox"/> 12

PERMIT NUMBER
<input type="checkbox"/> 01 <input type="checkbox"/> 01 <input type="checkbox"/> 01
<input type="checkbox"/> 02 <input type="checkbox"/> 02 <input type="checkbox"/> 02
<input type="checkbox"/> 03 <input type="checkbox"/> 03 <input type="checkbox"/> 03
<input type="checkbox"/> 04 <input type="checkbox"/> 04 <input type="checkbox"/> 04
<input type="checkbox"/> 05 <input type="checkbox"/> 05 <input type="checkbox"/> 05
<input type="checkbox"/> 06 <input type="checkbox"/> 06 <input type="checkbox"/> 06
<input type="checkbox"/> 07 <input type="checkbox"/> 07 <input type="checkbox"/> 07
<input type="checkbox"/> 08 <input type="checkbox"/> 08 <input type="checkbox"/> 08
<input type="checkbox"/> 09 <input type="checkbox"/> 09 <input type="checkbox"/> 09
<input type="checkbox"/> 10 <input type="checkbox"/> 10 <input type="checkbox"/> 10
<input type="checkbox"/> 11 <input type="checkbox"/> 11 <input type="checkbox"/> 11
<input type="checkbox"/> 12 <input type="checkbox"/> 12 <input type="checkbox"/> 12

Permitted Spaces
MH
RV
Tent
Permitted Beds
Cabins
Barracks
Other Housing

RESULTS

☒ Satisfactory
☐ Incomplete
☐ Unsatisfactory

Correct Violations by

☐ Next Inspection
☐ 8:00 AM on:

DATE
080814
<input type="checkbox"/> 01 <input type="checkbox"/> 01 <input type="checkbox"/> 01
<input type="checkbox"/> 02 <input type="checkbox"/> 02 <input type="checkbox"/> 02
<input type="checkbox"/> 03 <input type="checkbox"/> 03 <input type="checkbox"/> 03
<input type="checkbox"/> 04 <input type="checkbox"/> 04 <input type="checkbox"/> 04
<input type="checkbox"/> 05 <input type="checkbox"/> 05 <input type="checkbox"/> 05
<input type="checkbox"/> 06 <input type="checkbox"/> 06 <input type="checkbox"/> 06
<input type="checkbox"/> 07 <input type="checkbox"/> 07 <input type="checkbox"/> 07
<input type="checkbox"/> 08 <input type="checkbox"/> 08 <input type="checkbox"/> 08
<input type="checkbox"/> 09 <input type="checkbox"/> 09 <input type="checkbox"/> 09
<input type="checkbox"/> 10 <input type="checkbox"/> 10 <input type="checkbox"/> 10
<input type="checkbox"/> 11 <input type="checkbox"/> 11 <input type="checkbox"/> 11
<input type="checkbox"/> 12 <input type="checkbox"/> 12 <input type="checkbox"/> 12

☐ OUT OF BUSINESS

Items marked below violate the requirements of Chapter 64E-15 of the Florida Administrative Code and must be corrected. Continued operation of this park without making these corrections is a violation of Chapter 64E-15 of the Florida Administrative Code and Chapters 381, 386 and 513 of the Florida Statutes. Violations must be corrected as indicated in the Results section above, or a citation, administrative fine, or other legal action will be initiated.

SITE AND LAYOUT <input type="checkbox"/> 1. Drainage <input type="checkbox"/> 2. Space Size <input type="checkbox"/> 3. Density <input type="checkbox"/> 4. Roads <input type="checkbox"/> 5. Setbacks DRINKING WATER <input type="checkbox"/> 6. Approved System <input type="checkbox"/> 7. Distribution System <input type="checkbox"/> 8. Bact./Chem. Samples <input type="checkbox"/> 9. Backflow Prevention <input type="checkbox"/> 10. Water Stations	SEWAGE DISPOSAL <input type="checkbox"/> 11. Approved System <input type="checkbox"/> 12. Plumbing <input type="checkbox"/> 13. Dump Stations <input type="checkbox"/> 14. Septic Tanks SANITARY FACILITIES <input type="checkbox"/> 15. Adequate (1993) <input type="checkbox"/> 16. Ratio <input type="checkbox"/> 17. Repair GARBAGE AND REFUSE DISPOSAL <input type="checkbox"/> 18. Storage <input type="checkbox"/> 19. Collection/Disposal	VERMIN CONTROL <input type="checkbox"/> 20. Harborage <input type="checkbox"/> 21. Extermination RECREATIONAL CAMPS <input type="checkbox"/> 22. Sites <input type="checkbox"/> 23. Shelters <input type="checkbox"/> 24. Heating <input type="checkbox"/> 25. Wiring <input type="checkbox"/> 26. Beds and Bedding <input type="checkbox"/> 27. Food Service <input type="checkbox"/> 28. Sanitary Facilities <input type="checkbox"/> 29. Water Supply <input type="checkbox"/> 30. Sewage	<input type="checkbox"/> 31. 911 # <input type="checkbox"/> 32. Disease Control PERMITS AND FEES <input type="checkbox"/> 33. Permit Current <input type="checkbox"/> 34. Plan on File <input type="checkbox"/> 35. Permit Application <input type="checkbox"/> 36. Fee Paid OWNER/OCCUPANT RESPONSIBILITY <input type="checkbox"/> 37. Maintenance	<input type="checkbox"/> 38. 513 FS, Available OTHER STATE <input type="checkbox"/> 39. <input type="checkbox"/> 40. <input type="checkbox"/> 41. <input type="checkbox"/> 42. <input type="checkbox"/> 43. OTHER LOCAL <input type="checkbox"/> 44. <input type="checkbox"/> 45. <input type="checkbox"/> 46.
--	---	--	---	--

It is unlawful to modify any Mobile Home, Lodging, RV Park, Recreational Camp and Migrant Park without first having obtained approval from the department.

**ITEM
NUMBERS**

COMMENTS AND INSTRUCTIONS
(continue on attached sheet)

No violations observed. Thank you.

HEALTH DEPARTMENT INSPECTOR: [Signature]

COPY OF REPORT RECEIVED BY: 1st Lt. Tenant

DH Form 4089, 02/12, 64E-15.010(5), F.A.C.

PHONE: 595-6700

DATE: 8/8/14

**STATE OF FLORIDA
DEPARTMENT OF HEALTH
COUNTY HEALTH DEPARTMENT**



PURPOSE:

- ☐ ROUTINE ☐ REINSPECTION
☐ CONSTRUCT. ☐ NEW
☐ COMPLAINT ☐ CHANGE OF OWNER
☐ QA SURVEY ☐ CONSULTATION
☒ OTHER MSD 18

**MOBILE HOME, LODGING, RECREATIONAL VEHICLE PARK, RECREATIONAL
CAMP, AND MIGRANT PARK
INSPECTION REPORT**

TYPE:

- ☐ MIGRANT PARK
☐ MOBILE HOME PARK
☐ LODGING PARK
☐ RECREATIONAL VEHICLE PARK
☒ RECREATIONAL CAMP
☐ TEMPORARY EVENT

NAME OF PARK OR CAMP Santosha Forest
ADDRESS 1949 Massachusetts Ave. **CITY** Pensacola
OWNER Seans Outpost **ZIP** 32508
PERSON IN CHARGE Michael Kimbrell **PHONE** 887-0792

BEGIN	END
1:00 PM	2:00 PM
2:05 AM	2:05 AM
3:10 PM	3:10 PM
4:15	4:15
5:20	5:20
6:25	6:25
7:30	7:30
8:35	8:35
9:40	9:40
10:45	10:45
11:50	11:50
12:55	12:55

DATE
08/25/14
01 02 03 04 05 06 07 08 09 10 11 12
13 14 15 16 17 18 19 20 21

POSITION #
917528
01 02 03 04 05 06 07 08 09 10 11 12
13 14 15 16 17 18 19 20 21

PERMIT NUMBER
01 02 03 04 05 06 07 08 09 10 11 12
13 14 15 16 17 18 19 20 21

Permitted Spaces
MH
RV
Tent
Permitted Beds
Cabins
Barracks
Other Housing

RESULTS

☒ Satisfactory
☐ Incomplete
☐ Unsatisfactory

Correct Violations by

☐ Next Inspection
☐ 8:00 AM on:

DATE	TIME	STATUS
01	02	03
04	05	06
07	08	09
10	11	12
13	14	15
16	17	18
19	20	21

☐ OUT OF BUSINESS

Items marked below violate the requirements of Chapter 64E-15 of the Florida Administrative Code and must be corrected. Continued operation of the park without making these corrections is a violation of Chapter 64E-15 of the Florida Administrative Code and Chapters 381, 386 and 513 of the Florida Statutes. Violations must be corrected as indicated in the Results section above, or a citation, administrative fine, or other legal action will be initiated.

SITE AND LAYOUT <input type="checkbox"/> 1. Drainage <input type="checkbox"/> 2. Space Size <input type="checkbox"/> 3. Density <input type="checkbox"/> 4. Roads <input type="checkbox"/> 5. Setbacks DRINKING WATER <input type="checkbox"/> 6. Approved System <input type="checkbox"/> 7. Distribution System <input type="checkbox"/> 8. Bact./Chem. Samples <input type="checkbox"/> 9. Backflow Prevention <input type="checkbox"/> 10. Water Stations	SEWAGE DISPOSAL <input type="checkbox"/> 11. Approved System <input type="checkbox"/> 12. Plumbing <input type="checkbox"/> 13. Dump Stations <input type="checkbox"/> 14. Septic Tanks SANITARY FACILITIES <input type="checkbox"/> 15. Adequate (1993) <input type="checkbox"/> 16. Ratio <input type="checkbox"/> 17. Repair GARBAGE AND REFUSE DISPOSAL <input type="checkbox"/> 18. Storage <input type="checkbox"/> 19. Collection/Disposal	VERMIN CONTROL <input type="checkbox"/> 20. Harborage <input type="checkbox"/> 21. Extermination RECREATIONAL CAMPS <input type="checkbox"/> 22. Sites <input type="checkbox"/> 23. Shelters <input type="checkbox"/> 24. Heating <input type="checkbox"/> 25. Wiring <input type="checkbox"/> 26. Beds and Bedding <input type="checkbox"/> 27. Food Service <input type="checkbox"/> 28. Sanitary Facilities <input type="checkbox"/> 29. Water Supply <input type="checkbox"/> 30. Sewage	<input type="checkbox"/> 31. 911 # <input type="checkbox"/> 32. Disease Control PERMITS AND FEES <input type="checkbox"/> 33. Permit Current <input type="checkbox"/> 34. Plan on File <input type="checkbox"/> 35. Permit Application <input type="checkbox"/> 36. Fee Paid OWNER/OCCUPANT RESPONSIBILITY <input type="checkbox"/> 37. Maintenance	<input type="checkbox"/> 38. 513, FS, Available OTHER STATE <input type="checkbox"/> 39. <input type="checkbox"/> 40. <input type="checkbox"/> 41. <input type="checkbox"/> 42. <input type="checkbox"/> 43. OTHER LOCAL <input type="checkbox"/> 44. <input type="checkbox"/> 45. <input type="checkbox"/> 46.
--	---	--	---	---

It is unlawful to modify any Mobile Home, Lodging, RV Park, Recreational Camp and Migrant Park without first having obtained approval from the department.

ITEM NUMBERS

COMMENTS AND INSTRUCTIONS
(continue on attached sheet)

No violations observed. Thank You.

HEALTH DEPARTMENT INSPECTOR: James B. [Signature]
COPY OF REPORT RECEIVED BY: [Signature]
DATE: 8/25/14
BY: Michael Kimbrell

PHONE: 895-6700
DATE: 8/25/14

**STATE OF FLORIDA
DEPARTMENT OF HEALTH
COUNTY HEALTH DEPARTMENT**



PURPOSE:

- ☐ ROUTINE ☐ REINSPECTION
☐ CONSTRUCT. ☐ NEW
☐ COMPLAINT ☐ CHANGE OF OWNER
☐ QA SURVEY ☐ CONSULTATION
☐ OTHER INSPECTION

**MOBILE HOME, LODGING, RECREATIONAL VEHICLE PARK, RECREATIONAL
CAMP AND MIGRANT PARK
INSPECTION REPORT**

TYPE:

- ☐ MIGRANT PARK
☐ MOBILE HOME PARK
☐ LODGING PARK
☐ RECREATIONAL VEHICLE PARK
☐ RECREATIONAL CAMP
☐ TEMPORARY EVENT

NAME OF PARK OR CAMP Satosh, Forest
ADDRESS 1997 Massachusetts Ave. **CITY** Pensacola
OWNER Seand Outpost **ZIP** 32505
PERSON IN CHARGE Michael Kimbrell **PHONE** 277-0792

BEGIN	END
1:00	1:00
2:05 AM	2:05 AM
3:10 PM	3:10 PM
4:15	4:15
5:20	5:20
6:25	6:25
7:30	7:30
8:35	8:35
9:40	9:40
10:45	10:45
11:50	11:50
12:55	12:55

DATE		
0	9	12
1	1	13
2	2	14
3	3	15
4	4	16
5	5	17
6	6	18
7	7	19
8	8	20
9	9	21

POSITION #		
0	1	528
1	1	1
2	2	2
3	3	3
4	4	4
5	5	5
6	6	6
7	7	7
8	8	8
9	9	9

PERMIT NUMBER		
0	1	0
1	1	1
2	2	2
3	3	3
4	4	4
5	5	5
6	6	6
7	7	7
8	8	8
9	9	9

Permitted Spaces	
MH	
RV	
Tent	
Permitted Beds	
Cabins	
Barracks	
Other	
Housing	

RESULTS

- ☐ Satisfactory
☐ Incomplete
☐ Unsatisfactory
 Correct Violations by
☐ Next Inspection
☐ 8:00 AM on:

DATE		
0	0	12
1	1	13
2	2	14
3	3	15
4	4	16
5	5	17
6	6	18
7	7	19
8	8	20
9	9	21

☐ OUT OF BUSINESS

Items marked below violate the requirements of Chapter 64E-15 of the Florida Administrative Code and must be corrected. Continued operation of this park without making these corrections is a violation of Chapter 64E-15 of the Florida Administrative Code and Chapter 381, 386 and 388 of the Florida Statutes. Violations must be corrected as indicated in the Results section above, or a citation, administrative fine, or other legal action will be initiated.

SITE AND LAYOUT <input type="checkbox"/> 1. Drainage <input type="checkbox"/> 2. Space Size <input type="checkbox"/> 3. Density <input type="checkbox"/> 4. Roads <input type="checkbox"/> 5. Setbacks DRINKING WATER <input type="checkbox"/> 6. Approved System <input type="checkbox"/> 7. Distribution System <input type="checkbox"/> 8. Bact./Chem. Samples <input type="checkbox"/> 9. Backflow Prevention <input type="checkbox"/> 10. Water Stations	SEWAGE DISPOSAL <input type="checkbox"/> 11. Approved System <input type="checkbox"/> 12. Plumbing <input type="checkbox"/> 13. Dump Stations <input type="checkbox"/> 14. Septic Tanks SANITARY FACILITIES <input type="checkbox"/> 15. Adequate (1993) <input type="checkbox"/> 16. Ratio <input type="checkbox"/> 17. Repair GARBAGE AND REFUSE DISPOSAL <input type="checkbox"/> 18. Storage <input type="checkbox"/> 19. Collection/Disposal	VERMIN CONTROL <input type="checkbox"/> 20. Harborage <input type="checkbox"/> 21. Extermination RECREATIONAL CAMPS <input type="checkbox"/> 22. Sites <input type="checkbox"/> 23. Shelters <input type="checkbox"/> 24. Heating <input type="checkbox"/> 25. Wiring <input type="checkbox"/> 26. Beds and Bedding <input type="checkbox"/> 27. Food Service <input type="checkbox"/> 28. Sanitary Facilities <input type="checkbox"/> 29. Water Supply <input type="checkbox"/> 30. Sewage	<input type="checkbox"/> 31. 911 # <input type="checkbox"/> 32. Disease Control PERMITS AND FEES <input type="checkbox"/> 33. Permit Current <input type="checkbox"/> 34. Plan on File <input type="checkbox"/> 35. Permit Application <input type="checkbox"/> 36. Fee Paid OWNER/OCCUPANT RESPONSIBILITY <input type="checkbox"/> 37. Maintenance	<input type="checkbox"/> 38. 513 FS, Available OTHER STATE <input type="checkbox"/> 39 <input type="checkbox"/> 40 <input type="checkbox"/> 41 <input type="checkbox"/> 42 <input type="checkbox"/> 43 OTHER LOCAL <input type="checkbox"/> 44 <input type="checkbox"/> 45 <input type="checkbox"/> 46
--	---	--	---	--

It is unlawful to modify any Mobile Home, Lodging, RV Park, Recreational Camp and Migrant Park without first having obtained approval from the department.

ITEM NUMBERS

COMMENTS AND INSTRUCTIONS
(continue on attached sheet)

# 19	Ensure that no trash is being burned in fire pits.

HEALTH DEPARTMENT INSPECTOR: James Brown

COPY OF REPORT RECEIVED BY: Left with camper for Michael.

DH Form 4089, 02/12, 64E-15.010(6), F.A.C.

PHONE: 595-6700

DATE: 9/12/14

**STATE OF FLORIDA
DEPARTMENT OF HEALTH
COUNTY HEALTH DEPARTMENT**



PURPOSE:

- ☒ ROUTINE ☐ REINSPECTION
☐ CONSTRUCT. ☐ NEW
☐ COMPLAINT ☐ CHANGE OF OWNER
☐ QA SURVEY ☐ CONSULTATION
☐ OTHER Inspection

**MOBILE HOME, LODGING, RECREATIONAL VEHICLE PARK, RECREATIONAL
CAMP, AND MIGRANT PARK
INSPECTION REPORT**

TYPE:

- ☐ MIGRANT PARK
☐ MOBILE HOME PARK
☐ LODGING PARK
☒ RECREATIONAL VEHICLE PARK
☐ RECREATIONAL CAMP
☐ TEMPORARY EVENT

NAME OF PARK OR CAMP Satosh, Forest
 ADDRESS 1999 Massachusetts Ave CITY Pensacola
 OWNER Scans Outpost ZIP 32505
 PERSON IN CHARGE Michael Kimbrell PHONE 237 0792

RESULTS

☐ Satisfactory
☐ Incomplete
☐ Unsatisfactory

Correct Violations by
☐ Next Inspection
☐ 8:00 AM on

DATE	TIME	STATUS
00	00	12
01	01	13
02	02	14
03	03	15
04	04	16
05	05	17
06	06	18
07	07	19
08	08	20
09	09	21

☐ OUT OF BUSINESS

BEGIN	END	DATE	POSITION #	PERMIT NUMBER	Permitted Spaces
2:45 PM	3:15 PM	00 01 14	017528	54	MH
01:00	01:00				RV
02:05 AM	02:05 AM				Tent
03:10 PM	03:10 PM				Permitted Beds
04:15	04:15				Cabins
05:20	05:20				Barracks
06:25	06:25				Other
07:30	07:30				Housing
08:35	08:35				
09:40	09:40				
10:45	10:45				
11:50	11:50				
12:55	12:55				

Items marked below violate the requirements of Chapter 64E-15 of the Florida Administrative Code and must be corrected. Continued operation of this park without making these corrections is a violation of Chapter 64E-15 of the Florida Administrative Code and Chapters 381, 386 and 513 of the Florida Statutes. Violations must be corrected as indicated in the Results section above, or a citation, administrative fine, or other legal action will be initiated.

SITE AND LAYOUT	SEWAGE DISPOSAL	VERMIN CONTROL	RECREATIONAL CAMPS*	PERMITS AND FEES	OWNER/OCCUPANT RESPONSIBILITY
<input type="checkbox"/> 1. Drainage	<input type="checkbox"/> 11. Approved System	<input type="checkbox"/> 20. Harborage	<input type="checkbox"/> 22. Sites	<input type="checkbox"/> 31. 911 #	<input type="checkbox"/> 37. Maintenance
<input type="checkbox"/> 2. Space Size	<input type="checkbox"/> 12. Plumbing	<input type="checkbox"/> 21. Extermination	<input type="checkbox"/> 23. Shelters	<input type="checkbox"/> 32. Disease Control	<input type="checkbox"/> 38. 513.FS, Available
<input type="checkbox"/> 3. Density	<input type="checkbox"/> 13. Dump Stations		<input type="checkbox"/> 24. Heating	<input type="checkbox"/> 33. Permit Current	<input type="checkbox"/> 39. OTHER STATE
<input type="checkbox"/> 4. Roads	<input type="checkbox"/> 14. Septic Tanks		<input type="checkbox"/> 25. Wiring	<input type="checkbox"/> 34. Plan on File	<input type="checkbox"/> 40. OTHER LOCAL
<input type="checkbox"/> 5. Setbacks	<input type="checkbox"/> 15. Adequate (1993)		<input type="checkbox"/> 26. Beds and Bedding	<input type="checkbox"/> 35. Permit Application	<input type="checkbox"/> 41. OTHER LOCAL
DRINKING WATER	<input type="checkbox"/> 16. Ratio		<input type="checkbox"/> 27. Food Service	<input type="checkbox"/> 36. Fee Paid	<input type="checkbox"/> 42. OTHER LOCAL
<input type="checkbox"/> 6. Approved System	<input type="checkbox"/> 17. Repair		<input type="checkbox"/> 28. Sanitary Facilities	<input type="checkbox"/> 37. Maintenance	<input type="checkbox"/> 43. OTHER LOCAL
<input type="checkbox"/> 7. Distribution System	GARBAGE AND REFUSE DISPOSAL		<input type="checkbox"/> 29. Water Supply		<input type="checkbox"/> 44. OTHER LOCAL
<input type="checkbox"/> 8. Bact./Chem. Samples	<input type="checkbox"/> 18. Storage		<input type="checkbox"/> 30. Sewage		<input type="checkbox"/> 45. OTHER LOCAL
<input type="checkbox"/> 9. Backflow Prevention	<input type="checkbox"/> 19. Collection/Disposal				<input type="checkbox"/> 46. OTHER LOCAL
<input type="checkbox"/> 10. Water Stations					

It is unlawful to modify any Mobile Home, Lodging, RV Park, Recreational Camp and Migrant Park without first having obtained approval from the department.

ITEM NUMBERS

COMMENTS AND INSTRUCTIONS
(continue on attached sheet)

No violations observed, Thank You

HEALTH DEPARTMENT INSPECTOR: James Brown

PHONE: 595-6700

COPY OF REPORT RECEIVED BY: Michael Kimbrell

DATE: 10/01/14

**STATE OF FLORIDA
DEPARTMENT OF HEALTH
COUNTY HEALTH DEPARTMENT**



PURPOSE:

- ☐ ROUTINE ☐ REINSPECTION
☐ CONSTRUCT ☐ NEW
☐ COMPLAINT ☐ CHANGE OF OWNER
☐ QA SURVEY ☐ CONSULTATION
☒ OTHER NOV. INSPECTION

**MOBILE HOME, LODGING, RECREATIONAL VEHICLE PARK, RECREATIONAL
CAMP, AND MIGRANT PARK
INSPECTION REPORT**

TYPE:

- ☐ MIGRANT PARK
☐ MOBILE HOME PARK
☐ LODGING PARK
☐ RECREATIONAL VEHICLE PARK
☐ RECREATIONAL CAMP
☐ TEMPORARY EVENT

NAME OF PARK OR CAMP Oaklawn Forest
ADDRESS 1999 Massachusetts Ave. **CITY** Pensacola
OWNER Seans Outpost **ZIP** 32505
PERSON IN CHARGE Michael Kimberl **PHONE** 287-0792

BEGIN	END
1:00	1:00
2:05 AM	2:05 AM
3:10 PM	3:10 PM
4:15	4:15
5:20	5:20
6:25	6:25
7:30	7:30
8:35	8:35
9:40	9:40
10:45	10:45
11:50	11:50
12:55	12:55

DATE
11/15/15
12
13
14
15
16
17
18
19
20
21

POSITION #
51290
0
0
0
0
0
0
0
0
0
0
0

PERMIT NUMBER
0
0
0
0
0
0
0
0
0
0
0
0

Permitted Spaces
MH
RV
Tent
Permitted Beds
Cabins
Barracks
Other Housing

RESULTS

☒ Satisfactory
☐ Incomplete
☐ Unsatisfactory

Correct Violations by

☐ Next Inspection
☐ 8:00 AM on

DATE
0
0
0
0
0
0
0
0
0
0
0
0

☐ OUT OF BUSINESS

Items marked below violate the requirements of Chapter 64E-15 of the Florida Administrative Code and must be corrected. Continued operation of this facility without making these corrections is a violation of Chapter 64E-15 of the Florida Administrative Code and Chapter 381, 386 and 387 of the Florida Statutes. Violations must be corrected as indicated in the Results section above, or a citation, administrative fine, or other legal action will be initiated.

SITE AND LAYOUT <input type="checkbox"/> 1. Drainage <input type="checkbox"/> 2. Space Size <input type="checkbox"/> 3. Density <input type="checkbox"/> 4. Roads <input type="checkbox"/> 5. Setbacks DRINKING WATER <input type="checkbox"/> 6. Approved System <input type="checkbox"/> 7. Distribution System <input type="checkbox"/> 8. Bact./Chem. Samples <input type="checkbox"/> 9. Backflow Prevention <input type="checkbox"/> 10. Water Stations	SEWAGE DISPOSAL <input type="checkbox"/> 11. Approved System <input type="checkbox"/> 12. Plumbing <input type="checkbox"/> 13. Dump Stations <input type="checkbox"/> 14. Septic Tanks SANITARY FACILITIES <input type="checkbox"/> 15. Adequate (1993) <input type="checkbox"/> 16. Ratio <input type="checkbox"/> 17. Repair GARBAGE AND REFUSE DISPOSAL <input type="checkbox"/> 18. Storage <input type="checkbox"/> 19. Collection/Disposal	VERMIN CONTROL <input type="checkbox"/> 20. Harborage <input type="checkbox"/> 21. Extermination RECREATIONAL CAMPS <input type="checkbox"/> 22. Sites <input type="checkbox"/> 23. Shelters <input type="checkbox"/> 24. Heating <input type="checkbox"/> 25. Wiring <input type="checkbox"/> 26. Beds and Bedding <input type="checkbox"/> 27. Food Service <input type="checkbox"/> 28. Sanitary Facilities <input type="checkbox"/> 29. Water Supply <input type="checkbox"/> 30. Sewage	<input type="checkbox"/> 31. 911 # <input type="checkbox"/> 32. Disease Control PERMITS AND FEES <input type="checkbox"/> 33. Permit Current <input type="checkbox"/> 34. Plan on File <input type="checkbox"/> 35. Permit Application <input type="checkbox"/> 36. Fee Paid OWNER/OCCUPANT RESPONSIBILITY <input type="checkbox"/> 37. Maintenance	<input type="checkbox"/> 38. 513, FS, Available OTHER STATE <input type="checkbox"/> 39. <input type="checkbox"/> 40. <input type="checkbox"/> 41. <input type="checkbox"/> 42. <input type="checkbox"/> 43. OTHER LOCAL <input type="checkbox"/> 44. <input type="checkbox"/> 45. <input type="checkbox"/> 46.
--	---	--	---	---

It is unlawful to modify any Mobile Home, Lodging, RV Park, Recreational Camp and Migrant Park without first having obtained approval from the department.

ITEM NUMBERS

COMMENTS AND INSTRUCTIONS
(Continue on attached sheet)

No violations observed. Previous violations in control.

HEALTH DEPARTMENT INSPECTOR: [Signature]

PHONE: 595-6700

COPY OF REPORT RECEIVED BY: [Signature]

DATE: 11/17/15

The Seal of the State of Florida is a circular emblem. It features a central shield with a palm tree, a sun, and a ship. The shield is flanked by two figures, one on each side. Above the shield is a banner with the word "FLORIDA". The entire seal is encircled by the text "GREAT SEAL OF THE STATE OF FLORIDA" and "IN GOD WE TRUST" at the bottom.

TYPE:

<input type="checkbox"/> ROUTINE	<input type="checkbox"/> REINSPECTION
<input type="checkbox"/> CONSTRUCT.	<input type="checkbox"/> NEW
<input type="checkbox"/> COMPLAINT	<input type="checkbox"/> CHANGE OF OWNER
<input type="checkbox"/> QA SURVEY	<input type="checkbox"/> CONSULTATION
<input checked="" type="checkbox"/> OTHER	<i>Per. Inspection</i>

- ☐ MIGRANT PARK
- ☐ MOBILE HOME PARK
- ☐ LODGING PARK
- ☒ RECREATIONAL VEHICLE PARK
- ☐ RECREATIONAL CAMP
- ☐ TEMPORARY EVENT

NAME OF PARK OR CAMP Satoshi Forest
ADDRESS 1999 Massachusetts Ave CITY Pensacola
OWNER Sears Octopus ZIP 32505
PERSON IN CHARGE Michael Kimberl PHONE 287 0792

RESULTS		
<input checked="" type="checkbox"/>	Satisfactory	
<input type="checkbox"/>	Incomplete	
<input type="checkbox"/>	Unsatisfactory	
Correct Violations by		
<input type="checkbox"/>	Next Inspection	
<input type="checkbox"/>	8:00 AM on:	
DATE		
<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="12"/>
<input type="text" value="1"/>	<input type="text" value="1"/>	<input type="text" value="13"/>
<input type="text" value="2"/>	<input type="text" value="2"/>	<input type="text" value="14"/>
<input type="text" value="3"/>	<input type="text" value="3"/>	<input type="text" value="15"/>
<input type="text" value="4"/>	<input type="text" value="4"/>	<input type="text" value="16"/>
<input type="text" value="5"/>	<input type="text" value="5"/>	<input type="text" value="17"/>
<input type="text" value="6"/>	<input type="text" value="6"/>	<input type="text" value="18"/>
<input type="text" value="7"/>	<input type="text" value="7"/>	<input type="text" value="19"/>
<input type="text" value="8"/>	<input type="text" value="8"/>	<input type="text" value="20"/>
<input type="text" value="9"/>	<input type="text" value="9"/>	<input type="text" value="21"/>
<input type="checkbox"/> OUT OF BUSINESS		

BEGIN	END	DATE		POSITION		PERMIT NUMBER		Permitted Spaces		
1130A	1200P	12	12	91	7528			MH		
1-00	1-00	0-0	0-0	0-0	0-0	0-0	0-0	RV		
2-05AM	2-05AM	1-1	1-1	1-1	1-1	1-1	1-1	Tent		
3-10PM	3-10PM	2-2	2-2	2-2	2-2	2-2	2-2	Permitted Beds		
4-15	4-15	3-3	3-3	3-3	3-3	3-3	3-3		Cabins	
5-20	5-20	4-4	4-4	4-4	4-4	4-4	4-4		Barracks	
6-25	6-25	5-5	5-5	5-5	5-5	5-5	5-5		Other Housing	
7-30	7-30	6-6	6-6	6-6	6-6	6-6	6-6			
8-35	8-35	7-7	7-7	7-7	7-7	7-7	7-7			
9-40	9-40	8-8	8-8	8-8	8-8	8-8	8-8			
10-45	10-45	9-9	9-9	9-9	9-9	9-9	9-9			
11-50	11-50									
12-55	12-55									

Plans marked below violate the requirements of Chapter 64E-13 of the Florida Administrative Code and must be corrected. Continued operation of this park without making these corrections is a violation of Chapter 64E-13 of the Florida Administrative Code and Chapters 381, 386 and 513 of the Florida Statutes. Violations must be corrected as indicated in the Results section above, or a citation, administrative fine, or other legal action will be initiated.

SITE AND LAYOUT		SEWAGE DISPOSAL		VERMIN CONTROL		OTHER STATE	
<input type="checkbox"/> 1. Drainage	<input type="checkbox"/> 11. Approved System	<input type="checkbox"/> 20. Harborage	<input type="checkbox"/> 31. 911 #	<input type="checkbox"/> 38. 513.FS. Available			
<input type="checkbox"/> 2. Space Size	<input type="checkbox"/> 12. Plumbing	<input type="checkbox"/> 21. Extermination	<input type="checkbox"/> 32. Disease Control				
<input type="checkbox"/> 3. Density	<input type="checkbox"/> 13. Dump Stations						
<input type="checkbox"/> 4. Roads	<input type="checkbox"/> 14. Septic Tanks						
<input type="checkbox"/> 5. Setbacks							
DRINKING WATER	SANITARY FACILITIES	RECREATIONAL CAMPS**	PERMITS AND FEES				
<input type="checkbox"/> 6. Approved System	<input type="checkbox"/> 15. Adequate (1993)	<input type="checkbox"/> 22. Sites	<input type="checkbox"/> 33. Permit Current	<input type="checkbox"/> 39.			
<input type="checkbox"/> 7. Distribution System	<input type="checkbox"/> 16. Ratio	<input type="checkbox"/> 23. Shelters	<input type="checkbox"/> 34. Plan on File	<input type="checkbox"/> 40.			
<input type="checkbox"/> 8. Bact./Chem. Samples	<input type="checkbox"/> 17. Repair	<input type="checkbox"/> 24. Heating	<input type="checkbox"/> 35. Permit Application	<input type="checkbox"/> 41.			
<input type="checkbox"/> 9. Backflow Prevention	GARBAGE AND REFUSE DISPOSAL	<input type="checkbox"/> 25. Wiring	<input type="checkbox"/> 36. Fee Paid	<input type="checkbox"/> 42.			
<input type="checkbox"/> 10. Water Stations	<input type="checkbox"/> 18. Storage	<input type="checkbox"/> 26. Beds and Bedding	OWNER/OCCUPANT RESPONSIBILITY	<input type="checkbox"/> 43.			
	<input type="checkbox"/> 19. Collection/Disposal	<input type="checkbox"/> 27. Food Service	<input type="checkbox"/> 37. Maintenance	<input type="checkbox"/> 44.			
		<input type="checkbox"/> 28. Sanitary Facilities	<input type="checkbox"/> 45.				
		<input type="checkbox"/> 29. Water Supply	<input type="checkbox"/> 46.				
		<input type="checkbox"/> 30. Sewage					

It is unlawful to modify any Mobile Home, Lodging, RV Park, Recreational Camp and Migrant Park without first having obtained approval from the department.

ITEM NUMBERS	COMMENTS AND INSTRUCTIONS (continue on attached sheet)
#18	Replace the tarp covering the wood pile

HEALTH DEPARTMENT INSPECTOR:

PHONE: 595-6700 x7054

COPY OF REPORT RECEIVED BY:

DATE: 17/12/11

PH Form 4039, 02/12, 64E-15.010(5), F.A.C.

michael kimball 850-287-6792

**STATE OF FLORIDA
DEPARTMENT OF HEALTH
COUNTY HEALTH DEPARTMENT**



PURPOSE:

- ☐ ROUTINE ☐ REINSPECTION
☐ CONSTRUCT. ☐ NEW
☐ COMPLAINT ☐ CHANGE OF OWNER
☐ QA SURVEY ☐ CONSULTATION
☒ OTHER Requested Inspection

**MOBILE HOME, LODGING, RECREATIONAL VEHICLE PARK, RECREATIONAL
CAMP, AND MIGRANT PARK
INSPECTION REPORT**

TYPE:

- ☐ MIGRANT PARK
☐ MOBILE HOME PARK
☐ LODGING PARK
☐ RECREATIONAL VEHICLE PARK
☐ RECREATIONAL CAMP
☐ TEMPORARY EVENT

NAME OF PARK OR CAMP <u>Satosh Forest</u>	
ADDRESS <u>1999 Massachusetts Ave</u>	CITY <u>Pensacola</u>
OWNER <u>Seon's Outpost, Inc.</u>	ZIP <u>32505</u>
PERSON IN CHARGE <u>Michael Kimber</u>	PHONE <u>787 0792</u>

BEGIN	END
1:00	1:00
2:05 AM	2:05 AM
3:10 PM	3:10 PM
4:15	4:15
5:20	5:20
6:25	6:25
7:30	7:30
8:35	8:35
9:40	9:40
10:45	10:45
11:50	11:50
12:55	12:55

DATE
03/17/16
0-0-0-0-0-0-12
1-1-1-1-1-1-13
2-2-2-2-2-2-14
3-3-3-3-3-3-15
4-4-4-4-4-4-16
5-5-5-5-5-5-17
6-6-6-6-6-6-18
7-7-7-7-7-7-19
8-8-8-8-8-8-20
9-9-9-9-9-9-21

POSITION #
0-0-0-0-0-0-0
1-1-1-1-1-1-1
2-2-2-2-2-2-2
3-3-3-3-3-3-3
4-4-4-4-4-4-4
5-5-5-5-5-5-5
6-6-6-6-6-6-6
7-7-7-7-7-7-7
8-8-8-8-8-8-8
9-9-9-9-9-9-9

PERMIT NUMBER
0-0-0-0-0-0-0
1-1-1-1-1-1-1
2-2-2-2-2-2-2
3-3-3-3-3-3-3
4-4-4-4-4-4-4
5-5-5-5-5-5-5
6-6-6-6-6-6-6
7-7-7-7-7-7-7
8-8-8-8-8-8-8
9-9-9-9-9-9-9

Permitted Spaces
MH
RV
Tent
Permitted Beds
Cabins
Barracks
Other Housing

RESULTS	
<input checked="" type="checkbox"/> Satisfactory	
<input type="checkbox"/> Incomplete	
<input type="checkbox"/> Unsatisfactory	
Correct Violations by	
<input checked="" type="checkbox"/> Next Inspection	
<input type="checkbox"/> 8:00 AM on:	
DATE	
0-0-0-0-0-0-12	
1-1-1-1-1-1-13	
2-2-2-2-2-2-14	
3-3-3-3-3-3-15	
4-4-4-4-4-4-16	
5-5-5-5-5-5-17	
6-6-6-6-6-6-18	
7-7-7-7-7-7-19	
8-8-8-8-8-8-20	
9-9-9-9-9-9-21	
<input type="checkbox"/> OUT OF BUSINESS	

Items marked below violate the requirements of Chapter 64E-15 of the Florida Administrative Code and must be corrected. Continued operation of this park without making these corrections is a violation of Chapter 64E-15 of the Florida Administrative Code and Chapters 381, 386 and 513 of the Florida Statutes. Violations must be corrected as indicated in the Results section above, or a citation, administrative fine, or other legal actions will be initiated.

SITE AND LAYOUT <input type="checkbox"/> 1. Drainage <input type="checkbox"/> 2. Space Size <input type="checkbox"/> 3. Density <input type="checkbox"/> 4. Roads <input type="checkbox"/> 5. Setbacks DRINKING WATER <input type="checkbox"/> 6. Approved System <input type="checkbox"/> 7. Distribution System <input type="checkbox"/> 8. Bact./Chem. Samples <input type="checkbox"/> 9. Backflow Prevention <input type="checkbox"/> 10. Water Stations	SEWAGE DISPOSAL <input type="checkbox"/> 11. Approved System <input type="checkbox"/> 12. Plumbing <input type="checkbox"/> 13. Dump Stations <input type="checkbox"/> 14. Septic Tanks SANITARY FACILITIES <input type="checkbox"/> 15. Adequate (1993) <input type="checkbox"/> 16. Ratio <input type="checkbox"/> 17. Repair GARBAGE AND REFUSE DISPOSAL <input type="checkbox"/> 18. Storage <input type="checkbox"/> 19. Collection/Disposal	VERMIN CONTROL <input checked="" type="checkbox"/> 20. Harborage <input type="checkbox"/> 21. Extermination RECREATIONAL CAMPS <input type="checkbox"/> 22. Sites <input type="checkbox"/> 23. Shelters <input type="checkbox"/> 24. Heating <input type="checkbox"/> 25. Wiring <input type="checkbox"/> 26. Beds and Bedding <input type="checkbox"/> 27. Food Service <input type="checkbox"/> 28. Sanitary Facilities <input type="checkbox"/> 29. Water Supply <input type="checkbox"/> 30. Sewage	<input type="checkbox"/> 31. 911 # <input type="checkbox"/> 32. Disease Control PERMITS AND FEES <input type="checkbox"/> 33. Permit Current <input type="checkbox"/> 34. Plan on File <input type="checkbox"/> 35. Permit Application <input type="checkbox"/> 36. Fee Paid OWNER/OCCUPANT RESPONSIBILITY <input type="checkbox"/> 37. Maintenance	<input type="checkbox"/> 38. 513, FS, Available OTHER STATE <input type="checkbox"/> 39. <input type="checkbox"/> 40. <input type="checkbox"/> 41. <input type="checkbox"/> 42. <input type="checkbox"/> 43. OTHER LOCAL <input type="checkbox"/> 44. <input type="checkbox"/> 45. <input type="checkbox"/> 46.
--	---	---	---	---

It is unlawful to modify any Mobile Home, Lodging, RV Park, Recreational Camp and Migrant Park without first having obtained approval from the department.

ITEM NUMBERS	COMMENTS AND INSTRUCTIONS (continue on attached sheet)
20	First tent on right has food containers that are holding water. Please Remove.

HEALTH DEPARTMENT INSPECTOR: James D. Young PHONE: (850) 554-1327
 COPY OF REPORT RECEIVED BY: Michael Kimber DATE: 03/17/16
 DH Form 4039, 02/12, 64E-15.010(5), F.A.C.

EXHIBIT 2

PROPERTY OWNER
Sean's Outpost
1999 Massachusetts Ave.
Pensacola, FL 32505

ENGINEER OF RECORD
LandMark Engineering
7604 W. Fairfield Dr.
Pensacola, FL 32506
(850) 470-9722

PROPERTY REFERENCE NUMBER

12-2S-30-7002-000-000

PROPERTY LEGAL DESCRIPTION (O.R. BOOK 7052 PAGE 593)

A PARCEL OF LAND LYING IN A PORTION OF SECTION 12, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: THE SOUTH 1/2 OF THE WEST 1/2 OF GOVERNMENT LOT 1, LESS THE WEST 210 FEET OF THE SOUTH 210 FEET OF THE NORTH 310 FEET, AND LESS THE 4TH ADDITION TO MAYFAIR SUBDIVISION; AND LESS AND EXCEPT THAT PORTION CONVEYED TO FLORIDA UTILITY COMPANY BY DEED IN OR BOOK 151, PAGE 715, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; AND LESS AND EXCEPT THAT PORTION CONVEYED TO THE STATE OF FLORIDA BY DEED RECORDED IN OR BOOK 730, PAGE 157, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

TOGETHER WITH THAT CERTAIN EASEMENT DESCRIBED AS FOLLOWS: A PERMANENT ACCESS EASEMENT, 25 FEET IN WIDTH, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE 4TH ADDITION TO MAYFAIR SUBDIVISION AS RECORDED IN PLAT BOOK 6, PAGE 5, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE NORTH 00°29' WEST ALONG A PROJECTION OF THE WEST BOUNDARY OF SAID SUBDIVISION A DISTANCE OF 880.5 FEET; THENCE NORTH 88°31' EAST A DISTANCE OF 211.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 44°35' EAST A DISTANCE OF 125.00 FEET; THENCE SOUTH 45°25' EAST A DISTANCE OF 25.0 FEET; THENCE SOUTH 44°35' WEST A DISTANCE OF 150 FEET; THENCE NORTH 00°29' WEST A DISTANCE OF 35.35 FEET TO THE POINT OF BEGINNING, LYING IN SECTION 12, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

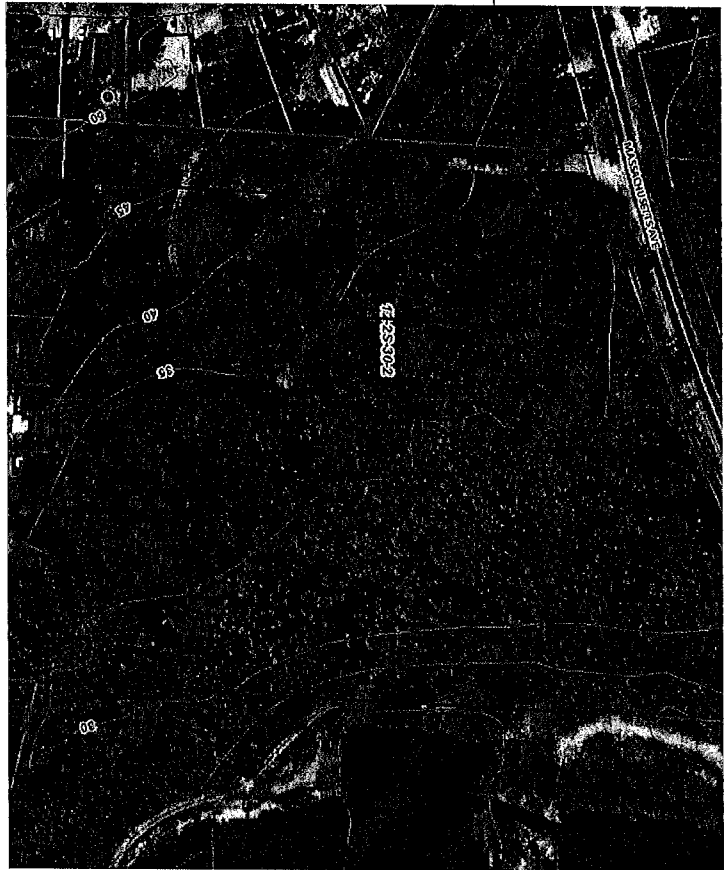
PROJECT SCOPE

The proposed project is located at 1999 Massachusetts Ave in Escambia County, Florida. The property owner desires to use this property for a, no fee camp site, for guests at the owners discretion. The guests will utilize temporary structures during their stay.

NOTICE

Any deviation from these plans without the written approval by the Engineer of Record is not authorized unless obtained in writing with the signature and raised seal of the Engineer of Record. If any unauthorized modifications occur, the Engineer of Record shall not be responsible for damages or costs resulting from the modification. If site conditions are found to differ from those set forth in these plans or if any discrepancies are discovered, notify the Engineer of Record immediately. The Engineer of Record shall not be responsible for work that continues despite known discrepancies.

Project Location:



A Location Map - 1999 Massachusetts Ave

PROJECT AREA COVERAGE

Existing:	
ImperVIOUS (buildings):	0 sq. ft.
ImperVIOUS (pavement):	0 sq. ft.
Gravel:	0 sq. ft.
Pervious:	0 sq. ft.
Proposed:	
ImperVIOUS (buildings):	0 sq. ft.
ImperVIOUS (pavement):	0 sq. ft.
Semi-ImperVIOUS:	0 sq. ft.
Gravel:	0 sq. ft.
Pervious:	0 sq. ft.
Pond:	0 sq. ft.

DRAWING INDEX

T-1 Title Page
C-1 General Notes
C-2 Site Plan
C-3 Driveway Details/Landscaping

PROJECT INFORMATION

Name:	Satoshi Forest
Location:	1999 Massachusetts Ave
Parcel ID:	12-2S-30-7002-000-000
Zoning:	C-2
Future Land Use:	MU-U
Project Area:	373,744.8 sq. ft. (8.58 acres)

Any reproduction, reuse, or modification of the

Title Page

2014015	
PLOT DATE Sep 28, 2016	
DRAWN BY MRR	CHECKED BY MVS
SHEET NUMBER T-1 1 OF 1	

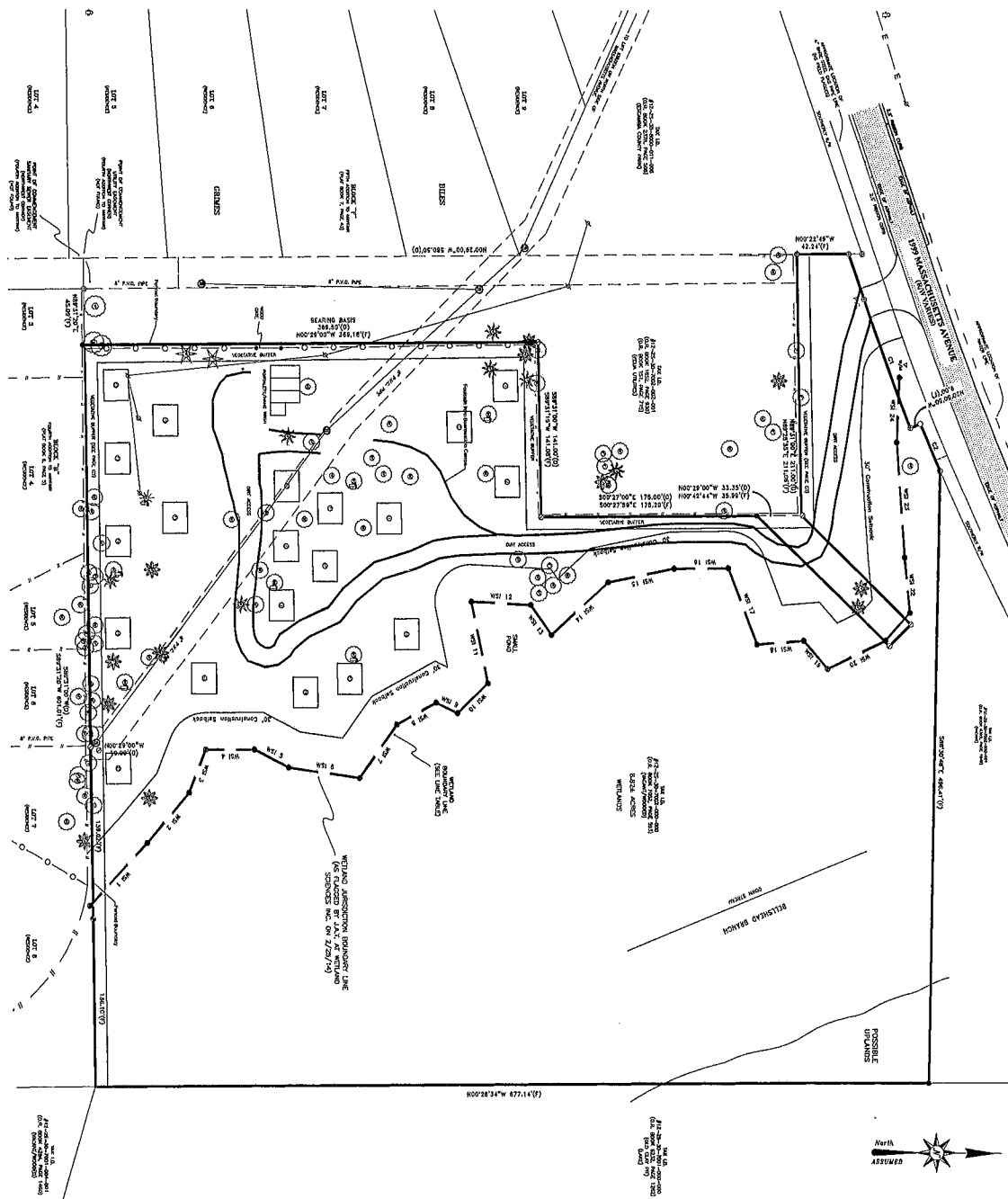


PROJECT NAME AND LOCATION

Sean's Outpost, Inc - Satoshi Forest
1999 Massachusetts Ave
Pensacola, FL

A Site Plan - 1999 Massachusetts Ave

Scale: 1" = 50'



NO.	DESCRIPTION	AMOUNT	UNIT	TOTAL
1	EXISTING IMPROVEMENTS	1.00	AC	1.00
2	NEW IMPROVEMENTS	1.00	AC	1.00
3	TOTAL IMPROVEMENTS	2.00	AC	2.00
4	EXISTING OPEN SPACE	1.00	AC	1.00
5	NEW OPEN SPACE	1.00	AC	1.00
6	TOTAL OPEN SPACE	2.00	AC	2.00
7	TOTAL DEVELOPMENT	4.00	AC	4.00

- LEGEND**
- EXISTING IMPROVEMENTS
 - NEW IMPROVEMENTS
 - EXISTING OPEN SPACE
 - NEW OPEN SPACE
 - EXISTING LOT LINES
 - NEW LOT LINES
 - EXISTING EASEMENTS
 - NEW EASEMENTS
 - EXISTING UTILITIES
 - NEW UTILITIES
 - EXISTING FENCES
 - NEW FENCES
 - EXISTING TREES
 - NEW TREES
 - EXISTING ROADS
 - NEW ROADS
 - EXISTING DRIVEWAYS
 - NEW DRIVEWAYS
 - EXISTING PARKING
 - NEW PARKING
 - EXISTING BUILDINGS
 - NEW BUILDINGS
 - EXISTING LANDSCAPE
 - NEW LANDSCAPE
 - EXISTING SIGNAGE
 - NEW SIGNAGE
 - EXISTING LIGHTING
 - NEW LIGHTING
 - EXISTING SECURITY
 - NEW SECURITY
 - EXISTING FURNITURE
 - NEW FURNITURE
 - EXISTING UTILITIES
 - NEW UTILITIES
 - EXISTING FENCES
 - NEW FENCES
 - EXISTING TREES
 - NEW TREES
 - EXISTING ROADS
 - NEW ROADS
 - EXISTING DRIVEWAYS
 - NEW DRIVEWAYS
 - EXISTING PARKING
 - NEW PARKING
 - EXISTING BUILDINGS
 - NEW BUILDINGS
 - EXISTING LANDSCAPE
 - NEW LANDSCAPE
 - EXISTING SIGNAGE
 - NEW SIGNAGE
 - EXISTING LIGHTING
 - NEW LIGHTING
 - EXISTING SECURITY
 - NEW SECURITY
 - EXISTING FURNITURE
 - NEW FURNITURE

NO.	DESCRIPTION	AMOUNT	UNIT	TOTAL
1	EXISTING IMPROVEMENTS	1.00	AC	1.00
2	NEW IMPROVEMENTS	1.00	AC	1.00
3	TOTAL IMPROVEMENTS	2.00	AC	2.00
4	EXISTING OPEN SPACE	1.00	AC	1.00
5	NEW OPEN SPACE	1.00	AC	1.00
6	TOTAL OPEN SPACE	2.00	AC	2.00
7	TOTAL DEVELOPMENT	4.00	AC	4.00

- NOTES**
1. The site plan shows the proposed development of the Satoshi Forest property, including the existing and proposed buildings, parking areas, and access roads.
 2. The site plan also shows the existing and proposed easements, including the 30' Conservation Easement and the 10' Easement for Utility.
 3. The site plan includes a north arrow and a scale of 1" = 50'.
 4. The site plan shows the existing and proposed utilities, including the water, sewer, and gas lines.
 5. The site plan includes the existing and proposed landscaping, including the trees, shrubs, and lawns.
 6. The site plan shows the existing and proposed signage, including the signs for the property and the businesses.
 7. The site plan includes the existing and proposed lighting, including the streetlights and the building lights.
 8. The site plan shows the existing and proposed security, including the fences and the cameras.
 9. The site plan includes the existing and proposed furniture, including the benches and the tables.
 10. The site plan shows the existing and proposed utilities, including the water, sewer, and gas lines.
 11. The site plan includes the existing and proposed landscaping, including the trees, shrubs, and lawns.
 12. The site plan shows the existing and proposed signage, including the signs for the property and the businesses.
 13. The site plan includes the existing and proposed lighting, including the streetlights and the building lights.
 14. The site plan shows the existing and proposed security, including the fences and the cameras.
 15. The site plan includes the existing and proposed furniture, including the benches and the tables.

Any reproduction, reuse, or modification of this document is strictly forbidden without the written consent of the owner of Landmark Engineering & Land Planning, Inc.



PROJECT NAME AND LOCATION
Sean's Outpost, Inc. - Satoshi Forest
1999 Massachusetts Ave
Pensacola, FL

SHEET CONTENTS
Site Plan
PROJECT NUMBER: 2014015
DATE: Sep 28, 2016
DRAWN BY: MRR
CHECKED BY: NNV
SHEET NUMBER: C-2
OF 1

- The buffer strip shall be a minimum of ten feet in width and shall be landscaped for every 100 linear feet with plant coverage following Standard A-2.

SEAN'S OUTPOST SATOSHI FOREST SANCTUARY



HEALTH AND SAFETY MANUAL
September 2016

TABLE OF CONTENTS

Policy Statement	PAGE
Loss Control Management	1
Safety Program Organization	3
Health And Safety Training	8
First Aid and Emergency Treatment	10
Reporting Incidents	12
Safety Rules, Policies and Procedures	14
Self-Inspections	15
Emergency and Fire Safety	17
Safety Analysis	19

Policy Statement

The management of Sean's Outpost is committed to providing its guests with a safe and healthful area in which to empower themselves in. It is the policy of Sean's Outpost that:

- A safe space will be provided. It will be expected that guests will maintain their area to the best of their abilities to coincide with the Florida Department of Health's regulations.
- While the responsibility for safety begins and ends with the director, all Satoshi Forest Sanctuary guests are responsible for their own safety and that of their fellow guests. It is the basic philosophy of Sean's Outpost that all incidents are preventable, when the causes are known.
- When an incident occurs, immediate attention will be arranged for the ill or injured individual.
- Guests must report all incidents, injuries, and unsafe conditions to the Director, and will not be subject to retaliation, penalty, or other disincentive.
- Sean's Outpost will assist with and help to develop clear goals and objectives to assist guests.
- Guests recommendations to improve health and safety conditions will be given full consideration.

- Disciplinary action will be taken against any guests who willfully or repeatedly violates any rules. This action may include verbal or written reprimands that may ultimately result in the termination of residency.
- The Director will be actively involved with guests in establishing and maintaining an effective case management plan with partnering organizations and agencies.

The primary responsibility for the coordination, implementation, and maintenance of Satoshi Forest has been assigned to:

Name: Michael Kimberl

Title: Director

Telephone: (850)287-0792

Sean's Outpost is committed to the on-going Health and Safety activities, which include (but not limited to) promoting safe participation, health and safety education, and reviewing and updating safety rules and regulations. This policy statement serves to express the commitment to, and involvement in, providing safe and healthful living conditions at Satoshi Forest Sanctuary. This safety program will be incorporated as the standard of practice for Sean's Outpost at Satoshi Forest Sanctuary.

Approved by the Board of Directors of Sean's Outpost

Date: September 2016

LOSS CONTROL MANAGEMENT

Loss control management is the application of skills to insure the control of loss to that of guests as well as Sean's Outpost. Loss control management involves prevention, reduction and control of injury and illness, property damage (including fire), security breaches (thefts), liability (auto, general, civil rights, discrimination), exposures (heat, noise, hazardous materials), and recognition and elimination of hazards through safety awareness. The Loss Control Management of Sean's Outpost is a comprehensive approach designed to provide for a safe and healthful environment in direct support of the policies and procedures.

Loss Control Management goals include:

- The identification of all loss exposures through a Self Inspection Checklist based on risk inventories and reviews of all activities.
- The evaluation of the risk(s) of each exposure through a Risk Assessment.
- The development and implementation of a comprehensive Health and Safety Plan to reduce the number and costs of injuries, illnesses, and property damage related to incidents.
- The monitoring of the Loss Control Management Plan.
- The implementation of a methodology to address and reduce the following "costs" to that of Sean's Outpost and that of the guests of Satoshi Forest Sanctuary that occurs as a result of incidents.

Elements of the Loss Control Management Plan include, but are not limited to:

- Identification of loss exposures
- Risk Assessment
- Comprehensive Health and Safety Plan
- Loss Control Awareness
- Loss Control Action Plan
- Loss Control Incentives
- Management Commitment
- Written Framework for Health and Safety Policies and Goals.
- Formal or Informal Safety Inspections
- Safety Meetings
- Medical Monitoring
- Safety Training Incident Review

Targets of a Loss Control Management Plan:

- Injury and Illness
- Fire
- General Property Damage
- Theft
- Absenteeism
- Alcohol & Other Drug Abuse
- Natural Catastrophic Loss
- Environmental Abuse
- Disorder
- Wasteful Behavior
- Other Avoidable Wastes
- Management Inadequacies

SAFETY PROGRAM ORGANIZATION

Safety Advisory

The safety of the guests of Satoshi Forest Sanctuary is the primary concern of Sean's Outpost. The responsibility for the maintaining of safety is with the Director in conjunction with the guests of Satoshi Forest Sanctuary. These responsibilities include, but not limited to:

- To recommend improvements to the health and safety program.
- To identify corrective measures needed to eliminate or control recognized hazards.
- Review and update safety rules based on incident review findings, inspection findings, guest reports of unsafe conditions or practices, and address suggestions and concerns.
- Evaluate injury and incident reports, identifying trends and patterns, and formulate corrective measures to prevent reoccurrence.
- Prepare and maintain the Health and Safety Manual and other documents that relate to safety.
- To assist in whatever way possible to improve the health and safety of guests, volunteers, and employees of Satoshi Forest.

Meetings. Meetings are to be held during daylight hours. A majority of the guests shall be present for any issue that requires group input. The

Director will submit the notification of the scheduled date, time, and location of each meeting to all guests by either verbal or written communication. Any changes made will be updated to the manual.

Safety Program Administration

Responsibility for the overall implementation of the Health and Safety Program is assigned to the Director of Sean's Outpost. The Director has the responsibility, under the authority and supervision of the Board of Directors, to do the following in the name of Sean's Outpost and Satoshi Forest Sanctuary:

- Establish and conduct, at minimum, yearly Safety Meetings.
- Conduct scheduled and unscheduled inspections to identify and correct unsafe conditions, giving special attention to detecting serious concealed dangers.
- Stop hazardous operations where life jeopardy or major property damage is imminent.
- Submit an annual Safety/Loss Control Report to the Board of Directors, summarizing any actions taken to prevent incidents, including suggestions for safeguards and improvements. The Director should be responsible for compiling, coordinating, and submitting this information to the Board of Directors no later than December 15 of each year including:
 - Provide the Board Of Directors with information, advice, and assistance needed to formulate the policies, directives, procedures, and standards.

- Assist in establishing and maintaining a healthy and safe environment free from unacceptable risks, in conformance with federal and state health and safety guidelines and in compliance with applicable standards, codes, and regulations.
- Review statistical analyses of injury/illness reports, incident investigations, property damage, and vehicle incident reports.
- Recommend general safety education and training programs.
- Maintain or have access to a library that contains copies of codes, standards, safety manual, and reports.

Residents Safety Responsibilities

Each guests of Satoshi Forest Sanctuary should establish and be familiar with the rules and regulations regarding the health and safety of themselves and their fellow guests including the following responsibilities:

- Review the Health and Safety Plan and provide comments to the Director.
- Implement the Sean's Outpost Safety Plan.
- Establish and communicate procedures for conducting safety self-inspections of the areas.
- Establish and communicate procedures to review and analyze causal factors related to close-calls, incidents, safety-related incidents, injuries, illnesses, diseases, and fatalities in order to eliminate hazards or reduce their potential reoccurrence.

- Evaluate the effectiveness of and recommend improvements to the safety rules, policies, and procedures for incident and illness prevention.
- Establish and communicate guidelines for the safety of fellow guests.
- Communicate information to fellow guests who may have been unavailable to attend meetings and/or have them contact the Director for confirmation.

Guests are encouraged to communicate with the Director as well as fellow residents, regarding ways to improve safety at Satoshi Forest Sanctuary.

Director

The responsibilities for the Director include but are not limited to the following:

- Implement and enforce safety rules/procedures;
- Apply incident/incident prevention;
- Make the safety of all guests an integral part of regular management functions;
- Take a proactive approach to identify and eliminate, or substantially reduce, situations that may cause incidents/incidents;
- Inspect areas for compliance with health and safety guidelines (self-inspections);
- Report and review incidents/incidents;

- Conduct safety meetings and promote safety awareness;
- Make safety a permanent agenda item for meetings at all levels.

HEALTH AND SAFETY TRAINING

Training Purpose

Health and safety training is a specific required component of the Satoshi Forest Sanctuary safety plan offered to all guests. The purposes of this training are to:

- Familiarize the residents with the Satoshi Forest Sanctuary safety policies and practices;
- Decrease the potential for incidents and injuries in the area;
- Achieve compliance with federal and/or state regulations.

Training Focus

The Director is responsible to ensure that guests receive health and safety training including orientation training, general safety procedures, periodic retraining (whenever necessary), and updated training as required by process changes, technological developments, or new injury experience of Sean's Outpost. The Director is responsible for obtaining training to analyze potential hazards and evaluate conditions of Satoshi Forest Sanctuary.

Orientation for all new guests and transfers shall be completed within the first week of residency and shall include but not be limited to instruction on:

- General safety rules that apply to all guests using this manual and other resources;
- Expectations of each guests in the event of emergencies specific tasks;

- Procedures for reporting unsafe conditions, incidents and “close calls”;
- Safe operation and maintenance of all associated tools and equipment;
- Interfacing of certain job-specific activities as to the relation of other tasks performed by other guests;
- Specific state and federal regulations;

General safety procedures that apply to all guests will be provided through new guest orientation, by the Director in conjunction with other guests.

Job-specific training shall include verbal instructions on safely performing the job, demonstrating safe performance, observation of the performance for proper procedures and having the guests explain the procedure back to the Director to ensure understanding.

Retraining shall be provided to all effected guests when the Board of Directors makes changes in policy, when regulations require retraining or when regulations governing the situation are changed, when the standardized practice for the industry is modified, or when new equipment or processes are purchased or adopted at Satoshi Forest Sanctuary.

The Director shall also provide additional/other safety training based on guest(s) request and information supported by data from injuries and “close calls”.

FIRST AID AND EMERGENCY TREATMENT

Minor First Aid Treatment

First aid kits should be accessible to all guests and be kept in easily accessible areas. Guests who sustain an injury or are involved in an incident requiring minor first aid treatment, should take the following steps in the order that is appropriate for the situation:

- Inform the Director.
- Administer first aid treatment to the injury or wound.
- If a first aid kit is used, indicate usage on the Incident Review Report.
- Provide details for the completion of the Incident Review Report.

Non-Emergency Medical Treatment

For non-emergency injuries or illnesses requiring professional medical assistance, beyond first aid treatment, guests should take the following steps in the order that is appropriate for the situation:

- Inform the Director
- Proceed to the medical facility of choice. Director or guests may assist with transportation, if necessary.
- Provide details for the completion of the Incident Review Report.

Emergency Medical Treatment

For severe injuries requiring emergency treatment, guests should take the following steps in the order that is appropriate for the situation:

- Call for help and seek assistance from a fellow guests or the Director.
- In all cases requiring emergency medical treatment, immediately call, or have a guests/Director call, to request emergency medical assistance.
- Inform the Director and provide details for the completion of the Incident Review Report.

Emergency Contacts

Personal emergency contact will be held on file by the Director in case emergency contact is required.

REPORTING **INCIDENTS**

At a minimum, all guests are required to report to the Director all incidents as described below:

- Injury, illness, or death.
- Public injury, death and/or property damage.
- Sean's Outpost property damaged by incident, whether or not it is to be repaired or replaced, and regardless of whom caused the damage.

The Director should report all major incidents to the Board of Directors as soon as possible.

Incident Review Process

The purpose of an incident review is to identify the cause of the incident, thereby allowing the development of remedies to prevent reoccurrence. Every incident or "close call" shall be considered an incident and shall be thoroughly reviewed. A "close call" is an undesirable incident that under similar circumstances could have caused injury or damage.

Whenever possible, the Director will conduct an incident review at the location where the incident occurred. The Board of Directors is responsible for seeing that the incident review reports are being completed properly and that the recommendations are being addressed. The Director shall use the following investigation procedures:

- Implement temporary controls to prevent any further or potential injuries.
- Where possible, preserve the site of the incident and quickly gather evidence that is likely to change or move.
- Make sketches and take measurements/photos from several different angles.
- Identify and interview not only each witness but anyone else who might provide clues to the causes of the incident.
- Review the equipment, operations and processes to gain an understanding of the situation.
- Within seven days from date of incident, complete a written report that shall include recommendations for corrective action.

Recordkeeping Procedures

The Director will develop procedures to control and maintain all guests, employee, and volunteer incident, illness and injury records for the current calendar year, plus the past three calendar years, to include:

- Incident Review Reports
- Safety Meeting Minutes, Recommendations, and Records
- Emergency Contact Information of guests

SAFETY RULES, POLICIES, AND PROCEDURES

General Safety Rules

The following general safety rules have been prepared to assist our responsible residents in their efforts to live safely. These rules have been designed to support the safety efforts and attitudes of all guests in the performances of daily interactions at Satoshi Forest Sanctuary. As with all organizational guidelines, guests should review safety rules often, and use good judgment while continuing to reside on the property.

Responsible guests understand and respect potential dangers, and adhere to appropriate safe behaviors that apply to the areas in which he/she/they are interacting, working, or visiting. The responsibilities for all guests include but are not limited to the following:

- Practicing established safety procedures
- Taking initiative for his/her/their own health and safety and that of their fellow guests
- Identifying and, where appropriate, correcting unsafe conditions and practices
- Reporting unsafe/unhealthful conditions or operations
- Complying with procedures contained in this manual and other rules, policies, and procedures identified by the Director or Board of Directors of Sean's Outpost

SELF INSPECTIONS

Effectively managed and well-conducted self-inspection programs constitute one of the most important blocks on which to build a successful health and safety program. The purpose of the self-inspection program is to:

- Systematically identify conditions and or practices, which have the potential to cause injury/illness to guests and cause significant property damage
- Implement effective corrective action, that will eliminate or reduce unacceptable conditions and or practices.

The Director is responsible for safety self-inspections of the areas or facilities. Informal self-inspections should be conducted on a daily basis by guests simply by observing hazardous conditions. Hazardous conditions should be corrected and reported to the Director immediately.

Formal self-inspections should be conducted on a regular basis. Safety checklists shall be developed for the purpose of conducting routine formal inspections and should include all conditions and hazards to be examined. The safety checklists shall be developed for each site/section's specific needs. Formal Self-inspections should be conducted as often as deemed necessary by the Director. Some inspections items may be incorporated in the daily, weekly, or monthly maintenance schedules.

A corrective action plan shall be developed upon completion of all safety inspections including a time frame for completing the correction. The Director is responsible for keeping appropriate reports and records on self-inspections and sharing information with the Board of Directors as appropriate.

Each site/section will need to develop checklists based on the unique nature of the areas requirements. There may also be general guidelines developed based on the industry standards and best practices.

EMERGENCIES AND FIRE SAFETY

Satoshi Forest Sanctuary requires that during every emergency, or unexpected occurrence of a serious event that demands immediate action, an organized effort should be made to protect guests from injury and to minimize property damage. All of the resources should be made available to respond to an emergency. Each guests should know what to do during an emergency in their area. Emergencies include natural disaster, fire, large-scale environmental damage, and other damage or threat to Satoshi Forest Sanctuary as well as the guests, employees, and volunteers.

Director Responsibilities

During an emergency, it is the Director's responsibility to do the following:

- Ensure that the guests, and employees are familiar with the Emergency Evacuation Plan for the property, particularly the recommended exit routes and how to report an emergency. The Director should be responsible for the guests in the event of an evacuation of the property.
- Maintain familiarity with the shutdown procedures for all equipment used by the guests, and to verify those procedures have been completed.
- Know the location and use of all safety, and first-aid equipment.
- Assist in the relocation of guests in the case of an emergency evacuation.

First Observer Responsibilities

During an emergency, the guests who discovers the emergency should do the following:

- Report the emergency immediately to the Director, including a description of what happened, the specific location, and whether anyone was injured.
- Proceed with First Aid or attempt to control the accident/incident **only if** (1) properly trained in First Aid or the emergency response necessary to control the incident/incident, and (2) using latex gloves and other personal protective devices if exposure to body fluids is likely.
- Show the ranking emergency-response officer where the incident/incident occurred, inform them of the hazards associated with the area, provide any other information that should help avoid injuries, and do as the officer requests.

All guests must conduct themselves in such a way as to minimize the possibility of injury. This means applying rules such as keeping combustibles separated from ignition sources, being careful about smoking, and avoiding needless accumulations of combustible materials.

The Director should ensure that guests are properly instructed regarding: (1) potential fire hazards involved in their site and surrounding areas, (2) the proper precautions to minimize fires, and (3) the procedures in case of fire, as well as the location to extinguisher locations.

SAFETY **ANALYSIS**

A well-prepared and effectively implemented Safety Analysis program will reduce incidents. A Safety Analysis is a procedure, which provides for integration of accepted health and safety principles and practices into a particular operation.

It is the responsibility of the Director to oversee the Safety Analysis program at Satoshi Forest Sanctuary. The Director will select the areas that should be analyzed, and assure that the Safety Analysis is properly implemented.

Conducting the Safety Analysis

In order to conduct a Safety Analysis, each area is broken down and examined to identify potential hazards. Once the hazard is identified, steps must be taken to eliminate or reduce each hazard.

- Select the area to be analyzed
- Break the area down into its basic fundamentals
- Identify each potential hazard associated with each area
- Determine preventative measures that prevent or reduce the hazards

Selecting the Area to Be Analyzed

Ideally, all areas should be subjected to a Safety Analysis. However, this may not always be possible. Therefore, consideration should be given to prioritizing all critical areas.

Factors to be considered in assigning a priority for a hazard analysis include the following:

- Incident frequency and severity. Areas where frequent incidents occur or disabling injuries result.
- Potential for severe injuries. The consequence of an incident is potentially severe.
- Newly established areas. Due to lack of experience in new projects, hazards may not be obvious.
- Modified areas. New hazards may be experienced with changes in area procedures.
- Infrequently performed actions. Guests may be at greater risk when undertaking non-routine actions.

EXHIBIT 3



SITE PLAN DEVELOPMENT ORDER with Concurrency Certification

Project: Sean's Outpost-Satoshi Forest
Location: 1999 Massachusetts Ave
Development Review #: PSP160400044
Property Reference #s: 12-2S-30-7002-000-000

Future Land Use: MU-U
Zoning District: HC/LI
Flood Zone: X/A

PROJECT DESCRIPTION

Development of an 8.82-acre parcel from a vacant, undeveloped lot to be used as a semi-primitive campground site. Site improvements include the use of temporary structures for housing, installation of port-a-lets, showers, hand washing sinks and garbage dumpsters.

Parking Spaces: N/A
Potable Water: ECUA
Protected Trees to be removed: None

Handicap Parking Spaces: N/A
Sanitary Sewer/Septic: Portables
Mitigation Trees: N/A

STANDARD PROJECT CONDITIONS

1. This Development Order with concurrency certification shall be effective for a period of 18 months from the date of approval. Site plan approval and concurrency shall expire and become null and void if a permit for the approved development has not been obtained from the Building Inspections Department (BID) within the effective period and no extension has been applied for. After issuance of such permit, site plan approval and concurrency shall only terminate upon permit expiration or revocation by the BID. The Board of Adjustment may grant one extension for a maximum of 12 months to the original effective period of the Development Order, but application for such extension must be submitted before termination of the initial 18-month period. If the Development Order expires or is revoked, allocated capacity will be withdrawn and made available to other applicants. If the applicant chooses to proceed with development of the project site, a new site plan application must be submitted for review, approval, and capacity allocations subject to Code provisions and Level of Service conditions at the time of the new application.
2. This Development Order alone does not authorize site development to commence. A valid Escambia County Building Permit must be obtained prior to any building construction. Site development as described on the approved site plan, including protected tree removal and grading, may occur under the authorization of the Building Permit. However, commencement of such activity prior to issuance of a Building Permit will require a separate **Pre-construction Site Work Permit**, or if no Building Permit is applicable will require a separate

Parking Lot Permit, obtained from the Building Inspections Department, with erosion control, tree protection, and all other provisions of the approved site plan fully applicable and enforced.

3. All specifications and requirements, expressed or implied by note or drawing, in the site development plans approved with this Development Order must be fulfilled.
 4. No development activities may commence in areas regulated by state or federal agencies unless all required state and federal permits, or proof of exemption, have been obtained and a copy provided to the County.
 5. Proof of application from the Emerald Coast Utilities Authority (ECUA) for connection to the sewage system, or from the Escambia County Health Department for an Onsite Sewage Treatment and Disposal System (OSTD), must be obtained prior to issuance of an Escambia County Building Permit.
 6. After issuance of this Development Order, it shall be unlawful to modify, amend, or otherwise deviate from the terms and conditions without first obtaining written authorization through the Development Review Committee (DRC) departments. Approval of such modifications shall be requested in writing and obtained prior to initiating construction of any requested change. The applicable review process for the proposed modification shall be determined based on the applicant's written description of such modifications. Escambia County may require submittal of a new or revised plan and impose additional requirements and/or conditions depending upon the extent of any proposed modifications. The applicant has a continuing obligation to abide by the approved plan. Initiating construction of plan modifications without written County approval shall automatically terminate and render null and void this Development Order, and shall be subject to penalties and/or increased fees specified by the BCC.
 7. A copy of this Development Order and the approved site development plans must be maintained and readily available on site once any construction activity has begun, including clearing and grading. The approved building construction plans must also be on site once any building construction has begun.
-

Special Project Conditions

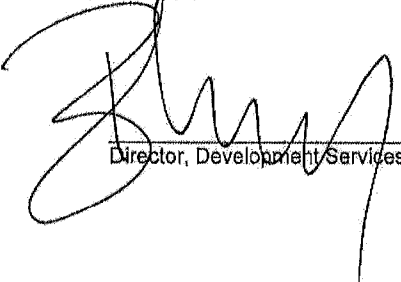
- 1.) No protected trees shall be removed or negatively impacted on this site as indicated in Wetland Science's "Environmental assessment report", Sheet 1, "Wetland and Protected Tree Sketch" dated February 25th, 2014. Permit application shall be made with Escambia County prior to any proposed removal of protected trees, "land disturbing activities", or any other site alteration not currently shown on plans.
- 2.) All site activities shall remain outside the required 30' MER Setback from the "Bellshead Branch" surface water feature, the Wetlands, and their associated 30' Wetland buffer and "Construction setback" as currently noted in the Environmental report and on site plan. Any proposed activities within these protected areas will require prior review and possible permitting as required by the Escambia County LDC and potentially other jurisdictional agencies.
- 3.) Any further development within the parcel boundaries will require review for compliance with the LDC Floodplain Management Regulations and the Florida Building Codes.

Development Review Committee (DRC) Final Determination

Having completed development review of the **Sean's Outpost-Satoshi Forest**, site plan application referenced herein, in accordance with requirements of applicable Escambia County regulations and ordinances, the DRC makes the following final determination:

☐ Approve The development plan is approved. The applicant may proceed with the development subject to the project description and project conditions noted herein. Use other than that described, or conditions not satisfied, constitute a violation of this Development Order and render it void. Further, this approval does not constitute approval by any other agency.

☒ Deny The development plan is denied for the reasons noted below. The applicant may appeal the decision within 15 days from the date below to the Board of Adjustment (BOA) under the provisions of Section 2-1.4 of the Escambia County Land Development Code, and/or submit a new or revised site plan application for review.



Director, Development Services Department

10/12/16

Date

EXHIBIT 4



CLARK PARTINGTON
ATTORNEYS AT LAW

William J. Dunaway
Direct (850) 208-7020
wdunaway@clarkpartington.com
Licensed to Practice in Florida and Mississippi

October 27, 2016

Via Hand Delivery

Escambia County Board of Adjustment
c/o Escambia County Planning and Zoning
Development Services Department
3363 West Park Place
Pensacola, FL 32505

**Re: Appeal of Development Review Committee Final Determination
(Project # PSP160400044) Sean's Outpost – Satoshi Forest**

Dear Board Members:

I represent Sean's Outpost, Inc. ("Sean's Outpost") in their ongoing efforts to improve the lives of Escambia County's less fortunate citizens by providing them with a safe place to exist. Specifically, Sean's Outpost has been for the past three years allowing individuals and families to live in tents on their Heavy Commercial – Light Industry (HC/LI) zoned 8.82-acre parcel located at 1999 Massachusetts Ave., Pensacola FL, 32505. There are no permanent structures on the site and known are proposed in the application.

In 2014, the County issued a code violation citation to Sean's Outpost because of the use of tents (temporary structures) on the property. After challenging the validity of the citation, a Special Magistrate found that there was no violation and dismissed the citation. Following several years of relative peace, the County again issued a code violation citation in January 2016. After several meetings with County officials, including the County Administrator, Sean's Outpost submitted a minor development site plan application to the Development Review Committee (DRC) on April 5, 2016. Following multiple meetings and discussions with the County staff about their comments and concerns regarding the site plan approval for the proposed project, on October 12, 2016, the proposal went before the DRC for a final review.

At the DRC, the issue was narrowed to the County claiming that the Design Standard Manual (DSM) Section 2.2 required the construction of an all-weather access road from Massachusetts Avenue all the way to the rear of the property in order to service the portable toilets. Even though Sean's Outpost did not believe that was a proper interpretation of the DSM, they nevertheless acquiesced to the requirement and asked the DRC to issue the permit with the all-weather road as a condition. Mr. Jones stated that because the all-weather road was not listed on the site plan, then the DRC should deny the permit. DRC denied the permit.

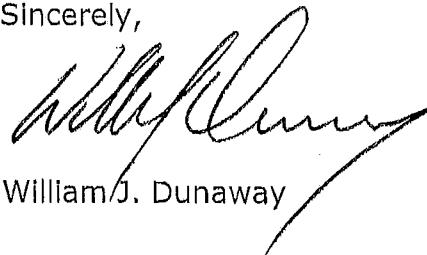
Sean's Outpost now appeals the final decision of the DRC to the Board of Adjustment (BOA) under the provisions of Section 2-1.4 and Section 2-6.10 of the Escambia County Land Development Code. The appeal is based on the fact that the underlying record clearly shows that the all-weather road was not desired to be built (and therefore was not part of the site plan), but when it was clear at the DRC that the all-weather road was the ONLY impediment to the issuance of the permit, Sean's Outpost clearly indicated on the record that it requested the DRC issue the permit with the all-weather road as a condition.

Permits are issued every day in Escambia County with conditions. For Mr. Jones to recommend and DRC to deny this application solely on the basis of the fact that the condition was NOT already shown on the site plan was wrong. Recall that Sean's Outpost was not requesting authorization to develop anything – they simply filed the application so the County would approve their use of the property in a manner that had been occurring peaceably and compatibly for years. Site plans for similar actions are routinely hand drawn by applicants, but Sean's Outpost went to the trouble and expenses to have a professional engineer complete a full professional site plan because the County staff kept insisting that such a site plan was necessary. If the only requirement for the issuance of the permit was that the all-weather road be shown on the site plan, the DRC should have allowed Sean's Outpost the opportunity to draw it on the site plan.

Sean's Outpost request this Board overturn the denial by the DRC and issue the permit preferably without the all-weather road as a condition, but if necessary with the all-weather road as a condition.

Thank you for your time and attention to this matter. We will provide your Board with a more detailed briefing and analysis of these issues at the appropriate stage of this appeal. In the meantime, please do not hesitate to contact me should you or your Board have any questions.

Sincerely,



William J. Dunaway

WJD/sep
Enclosures
cc: Horace Jones (*Via email*)
Meredith Crawford (*Via email*)
Michael Kimberl (*Via email*)



Escambia County Planning and Zoning

Development Services Department

3363 West Park Place

Pensacola, FL 32505

Phone: (850) 595-3475 • Fax: (850) 595-3481

<http://myescambia.com/business/ds>

DO NOT SUBMIT INFORMATION BELOW WITH APPLICATION

BOARD OF ADJUSTMENT APPLICATION FOR DEVELOPMENT ORDER EXTENSION/ADMINISTRATIVE APPEAL

A. Prior to Application Submittal

Please contact the Development Services Department located at 3363 West Park Place (595-3475) to make an appointment for a **pre-application meeting** with a Planner to personally discuss your site and prospective plans for it, to review the application forms and criteria with you, to answer any questions you may have, and/or any possible alternatives.

B. Application Submittal

It is important for the application packet to be **complete** and **on time** in order to process and schedule your request for the required public hearing(s). The submittal deadline is the **FIRST THURSDAY of the PREVIOUS MONTH**. In order for the application request to proceed in a timely manner, all items on the application forms and checklist (attached herein) must be completed and submitted prior to the deadline. *Scheduling a pre-application meeting with a Planner is recommended.* Any incomplete application will not be accepted by Staff and any application submitted after the deadline will be processed for the next available meeting.

The owner and/or agent acting in his/her behalf, **must** sign the certification(s) where indicated on the application. If an agent is handling the request, the owner **must** submit an Affidavit of Ownership & Limited Power of Attorney (attached herein) authorizing said agent to act in his/her behalf. Signatures must be properly notarized and dated **no more than sixty (60) days** prior to application submittal.

*No guarantee is made for the approval of any petition. Fees are **non-refundable** regardless of the decision.*

C. Public Hearing(s)

It is the **Applicant's burden** to show consistency with all applicable criteria. **NOTE:** The applicant, or his/her agent, must be present at the Planning Board meeting and the subsequent Board of County Commissioners meeting. The Applicant/Agent will receive Staff's Findings of Fact prior to the Planning Board Meeting.

D. Public Notice

Per the Land Development Code Chapter 2, Article 7: Adequate public notice/advertisement will be consistent with Florida Statutes and the Comprehensive Plan prior to the hearing. Current property owners within a 500 foot radius of the subject property will be notified of the proposed rezoning request by DSD at least fifteen (15) days prior to the hearing. Staff will obtain the list of mailing addresses from the Escambia County Property Appraiser's Office website (escpa.org).



Escambia County Planning and Zoning

Development Services Department

3363 West Park Place

Pensacola, FL 32505

Phone: (850) 595-3475 • Fax: (850) 595-3481

<http://myescambia.com/business/ds>

Board of Adjustment Application

FOR OFFICE USE ONLY - Case Number: _____ Accepted by: _____ BOA Meeting: _____

_____ Development Order Extension

☒ Administrative Appeal

1. Contact Information:

A. Property Owner/Applicant: Michael Kimberl

Mailing Address: 1999 Massachusetts Ave., Pensacola, FL 32505

Business Phone: _____ Cell: (850) 287-0792

Email: d.edlee@gmail.com

B. Authorized Agent (If applicable): _____

Mailing Address: _____

Business Phone: _____ Cell: _____

Email: _____

Note: Owner must complete the attached Agent Affidavit. If there is more than one owner, each owner must complete an Agent Affidavit. Application will be voided if changes to this application are found.

2. Property Information:

A. Project Name & Development Order Number (If applicable): _____

Sean's Outpost - Satoshi Forest

B. Existing Street Address: 1999 Massachusetts Ave.

Parcel ID (s): 122S307002000000

C. Total acreage of the subject property: 8.82

3. Reason for Request

- A. Please explain why the extension or administrative appeal is necessary.

See attached cover letter.

B. Development Order Extension

The LDC requires good faith efforts in adhering to its established periods, but extension of an eligible LDC time limit may be requested according to the provisions of this section whereby a landowner asserts that the limit does not anticipate legitimate delays in compliance. However, no applicant is automatically entitled to any extension. Short-term (6 month) extensions are evaluated by the Planning Official, and longer extensions (one year) shall be evaluated through a quasi-judicial public hearing review by the BOA. These extension processes allow additional time for concluding the compliance review, developing an approved use, and continuing or reestablishing some uses.

1. Limits on extensions. Extensions to LDC periods are subject to the following limitations:

a. Availability. Extensions are available and may be granted only for LDC periods that specifically provide that option, only if a complete application for the extension was submitted prior to the expiration of the period for which the extension is requested, and only as otherwise allowed by the provisions of the LDC.

b. Approving authority. Extensions to any period not required by the LDC but imposed as a condition of approval by an approving authority cannot be granted by another approving authority.

c. Individual and multiple limits. An extension can only be granted based on a specific review of an individual period. If an extension of more than one period is requested, the extension criteria shall be evaluated for each limit.

C. Administrative Appeal

Application for appeal of an administrative decision shall be submitted for compliance review within 15 days after the date of the decision being appealed. A quasi-judicial public hearing for the appeal shall be scheduled to occur within 30 business days after receipt of a complete application. The application shall provide information as required by the adopted appeal procedures, including the following:

1. Decision appealed. A copy of the written administrative decision to be reviewed on appeal.

2. LDC reference. Identification of the specific LDC provisions for which noncompliance is alleged.

3. Alleged error. A description of how the decision of the administrative official is considered arbitrary or capricious.

4. Conditions. Documentation satisfying the conditions established in the compliance review provisions of this section.

5. Remedy. A description of the proposed remedy.

6. Other information. Any other pertinent information the applicant wishes to have considered.

D. Medical Hardship

Temporary placement of a manufactured (mobile) home or park trailer may be requested according to the provisions of this section when a landowner asserts that existing medical conditions require in-home care and an accessory dwelling to reasonably provide it. The manufactured home may be placed within any mainland zoning district to remedy a medical hardship according to the temporary use provisions of Chapter 4, regardless of the density limits of the applicable zoning. The requirements to grant the temporary use of a manufactured home or park trailer as an accessory dwelling to provide in-home medical care is considered by the BOA in a quasi-judicial hearing whether conditions warrant such use.

The BOA shall conduct a quasi-judicial public hearing as noticed to consider the requested medical hardship temporary use of a manufactured home or park trailer according to the provisions of this article. The applicant has the burden of presenting competent substantial evidence to the board that establishes each of the following conditions:

1. Certified need. A Florida-licensed physician certifies in writing the medical need, specifying the extent of the need for in-home medical care and the approximate length of time for such in-home medical care.

2. Minimum necessary. Conditions and circumstances make it difficult or impossible for the recipient and provider of medical care to reside in the same dwelling and the temporary accessory dwelling is the minimum necessary to provide relief of that medical hardship.

3. Adequate public services. The manufactured home or park trailer will have adequate water, sewer, solid waste removal, and electric services available.

4. Compatibility. The temporary use will not produce adverse impacts on the uses of surrounding properties.

5. Standard conditions. The temporary use can comply with the applicable standards of Chapter 4.

4. Please complete the following form (if applicable): Affidavit of Owner/Limited Power of Attorney

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY
(if applicable)

As owner of the property located at 1999 Massachusetts Ave.
Pensacola, Florida, property reference number(s) 122S307002000000

I hereby designate myself
for the sole purpose of completing this application and making
a presentation to the Planning Board and the Board of County Commissioners to request a rezoning on
the above referenced property. This Limited Power of Attorney is granted on this _____ day of _____
the year of _____, and is effective until the Board of County Commissioners or the Board of
Adjustment has rendered a decision on this request and any appeal period has expired. The owner
reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice
to the Development Services Bureau.

Agent Name: Michael Kimberl Email: d.edlee@gmail.com
Address: 1999 Massachusetts Ave., Pensacola, FL 32505 Phone: (850) 287-0792

[Signature]
Signature of Property Owner

Michael Kimberl, as Manager of Sean's Outpost
Printed Name of Property Owner

10-27-16
Date

Signature of Property Owner

Printed Name of Property Owner


Date

STATE OF FLORIDA COUNTY OF ESCAMIBIA
The foregoing instrument was acknowledged before me this 27th day of October, 20 16.

by Michael Kimberl
Personally Known ☒ OR Produced Identification ☐. Type of Identification Produced: _____

[Signature]
Signature of Notary

William J. Dunaway
Printed Name of Notary

 **WILLIAM J. DUNAWAY**
COMMISSION # EE 883765
EXPIRES: March 13, 2017

(Notary Seal)

5. Submittal Requirements

A. WFO Completed application: All applicable areas of the application shall be filled in and submitted to the Planning and Zoning Department, 3363 West Park Place, Pensacola, FL 32505.

B. WFO Application Fee: Application Fees: To view fees visit the website: <http://myescambia.com/business/board-adjustment> or contact us at 595-3448

Note: Fees include all notices and advertisements required for the public hearing and a \$5 technical fee. Payments must be submitted prior to 3 pm of the closing date of acceptance of application. Please make checks payable to Escambia County. MasterCard and Visa are also accepted.

C. WFO Legal Proof of Ownership (ex: copy of Tax Notice or Warranty Deed) **AND** a Certified Boundary Survey (Include Corporation/LLC documentation if applicable.)

D. WFO Compatibility Analysis (if applicable): If the subject property does not meet the roadway requirements of Locational Criteria, a compatibility analysis prepared by the applicant is required to provide substantial evidence of unique circumstances regarding the parcel or use that were not anticipated by the alternative criteria. (See "Documented Compatibility" within the request zoning district of the LDC.)

E. WFO Signed and Notarized Affidavit of Owner/Limited Power of Attorney **AND** Concurrence Determination Acknowledgement (pages 4 and 5).

By my signature, I hereby certify that:

- 1) I am duly qualified as owner(s) or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and
- 2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and
- 3) I understand that there are no guarantees as to the outcome of this request, and that the application fee is non-refundable; and
- 4) I authorize County staff to enter upon the property referenced herein at any reasonable time for purposes of site inspection and authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County staff; and
- 5) I am aware that Public Hearing notices (legal ad and/or postcards) for the request shall be provided by the Development Services Bureau

Michael Kimberl
Signature of Owner/Agent

Michael Kimberl, as Manager of Sean's Outpost

Printed Name Owner/Agent

10-27-16

Date


Signature of Owner

Printed Name of Owner

Date

STATE OF FLORIDA COUNTY OF ESCAMBIA The foregoing instrument was acknowledged before me this 27th day of October, 20 16, by Michael Kimberl.

Personally Known ☒ OR Produced Identification ☐ Type of Identification Produced: _____

William J. Dunaway
Signature of Notary
 WILLIAM J. DUNAWAY
COMMISSION # EE 883765
EXPIRES: March 13, 2017

William J. Dunaway

Printed Name of Notary

(notary seal)

Prepared by:

Wilson, Harrell, Farrington, Ford, et.al, P.A.
307 South Palafox Street
Pensacola, Florida 32502

File Number: 1-48088

General Warranty Deed

Made this July 25, 2013 A.D. By **Robert Dale, a married man**, whose address is: P.O. Box 11850, Pensacola, FL 32534, hereinafter called the grantor, to **Sean's Outpost, Inc., a Florida corporation**, whose post office address is: 1999 Massachusetts Avenue, Pensacola, Florida 32505, hereinafter called the grantee;

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Escambia County, Florida, viz:

A PARCEL OF LAND LYING IN A PORTION OF SECTION 12, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: THE SOUTH 1/2 OF THE WEST 1/2 OF GOVERNMENT LOT 7, LESS THE WEST 210 FEET OF THE SOUTH 210 FEET OF THE NORTH 310 FEET; AND LESS THE 4TH ADDITION TO MAYFAIR SUBDIVISION; AND LESS AND EXCEPT THAT PORTION CONVEYED TO FLORIDA UTILITY COMPANY BY DEED IN OR BOOK 151, PAGE 715, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; AND LESS AND EXCEPT THAT PORTION CONVEYED TO THE STATE OF FLORIDA BY DEED RECORDED IN OR BOOK 730, PAGE 157, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

TOGETHER WITH THAT CERTAIN EASEMENT DESCRIBED AS FOLLOWS: A PERMANENT ACCESS EASEMENT, 25 FEET IN WIDTH, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE 4TH ADDITION TO MAYFAIR SUBDIVISION AS RECORDED IN PLAT BOOK 6, PAGE 5, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE NORTH 00°29' WEST ALONG A PROJECTION OF THE WEST BOUNDARY OF SAID SUBDIVISION A DISTANCE OF 580.5 FEET; THENCE NORTH 89°31' EAST A DISTANCE OF 211.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 44°35' EAST A DISTANCE OF 125.00 FEET; THENCE SOUTH 45°25' EAST A DISTANCE OF 25.0 FEET; THENCE SOUTH 44°35' WEST A DISTANCE OF 150 FEET; THENCE NORTH 00°29' WEST A DISTANCE OF 35.35 FEET TO THE POINT OF BEGINNING, LYING IN SECTION 12, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

THE ABOVE DESCRIBED PROPERTY IS NOT THE CONSTITUTIONAL HOMESTEAD OF THE GRANTOR.

Parcel ID Number: 12-2S-30-7002-000-000

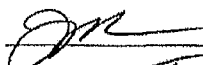
Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.


To Have and to Hold, the same in fee simple forever.

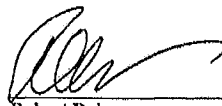
And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2012.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:


Witness Printed Name Travis Ratin


Witness Printed Name DONNA SCHUMACHER


Robert Dale
Address: P.O. Box 11850, Pensacola, FL 32534

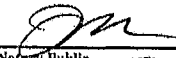
Prepared by:

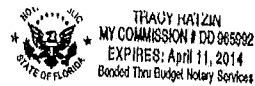
Wilson, Harrell, Farrington, Ford, et.al., P.A.
307 South Palafox Street
Pensacola, Florida 32502

File Number: 1-48088

State of Florida
County of Escambia

The foregoing instrument was acknowledged before me this 25th day of July, 2013, by Robert Dale, a married man, who is/are personally known to me or who has produced RL identification.


Notary Public
Print Name: Tracy Katzin
My Commission Expires: 4/11/14



**RESIDENTIAL SALES ABUTTING ROADWAY
MAINTENANCE DISCLOSURE**

ATTENTION: Pursuant to Escambia County Code of Ordinances Chapter 1-29.2, Article V, sellers of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County. The disclosure must additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County Code of Ordinances, Chapter 1-29.2, Article V, requires that this disclosure be attached, along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida. NOTE: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgement by the county of the veracity of any disclosure statement.

NAME OF ROADWAY: 1999 Massachusetts Avenue

LEGAL ADDRESS OF PROPERTY: 1999 Massachusetts Avenue, Pensacola, Florida 32505


The County (X) has accepted () has not accepted the abutting roadway for maintenance.

This form completed by:

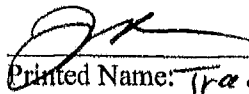
Wilson, Harrell, Farrington, Ford, Wilson, Spain & Parsons P.A.
13020 Sorrento Road
Pensacola, FL 32507

AS TO SELLER(S):

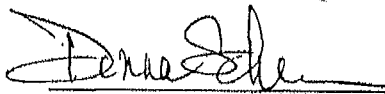
WITNESSES TO SELLER(S):



Robert Dale



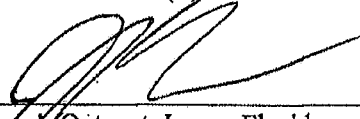
Printed Name: Tracy Ratzin




Printed Name: DONNA SCHUMACHER

AS TO BUYER(S):


WITNESSES TO BUYER(S):



Sean's Outpost, Inc., a Florida corporation
By: Jason King, Director



Printed Name: Tracy Ratzin



Printed Name: DONNA SCHUMACHER

This form approved by the
Escambia County Board
of County Commissioners
Effective: 4/15/95

**FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS****Detail by Entity Name****Florida Not For Profit Corporation**

SEAN'S OUTPOST, INC

Filing Information

Document Number	N13000006546
FEI/EIN Number	46-3699172
Date Filed	07/22/2013
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	11/15/2014

Principal Address1999 MASSACHSETTS AVE
PENSACOLA, FL 32514**Mailing Address**1999 MASSACHSETTS AVE
PENSACOLA, FL 32505**Registered Agent Name & Address**MCKENZIE, ALISTAIR
905 E HATTON ST
PENSACOLA, FL 32503**Officer/Director Detail****Name & Address**

Title DIR

KING, JASON
2430 HENRY DR
PENSACOLA, FL 32514

Title DIR

KIMBREL, MICHAEL
2430 HENRY DR
PENSACOLA, FL 32514

Title DIR

KING, LESLIE
2430 HENRY DR
PENSACOLA, FL 32514

Annual Reports

Report Year	Filed Date
2014	11/15/2014
2015	04/30/2015

Document Images

<u>04/30/2015 -- ANNUAL REPORT</u>	View Image in PDF format
<u>11/15/2014 -- REINSTATEMENT</u>	View Image in PDF format
<u>07/22/2013 -- Domestic Non-Profit</u>	View Image in PDF format

Copyright © and Privacy Policies

State of Florida, Department of State

2015 FLORIDA NOT FOR PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# N13000006546

Entity Name: SEAN'S OUTPOST, INC

Current Principal Place of Business:

1999 MASSACHUSETTS AVE
PENSACOLA, FL 32514

Current Mailing Address:

1999 MASSACHUSETTS AVE
PENSACOLA, FL 32505

FEI Number: 46-3699172

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

MCKENZIE, ALISTAIR
905 E HATTON ST
PENSACOLA, FL 32503 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title DIR
Name KING, JASON
Address 2430 HENRY DR
City-State-Zip: PENSACOLA FL 32514

Title DIR
Name KIMBREL, MICHAEL
Address 2430 HENRY DR
City-State-Zip: PENSACOLA FL 32514

Title DIR
Name KING, LESLIE
Address 2430 HENRY DR
City-State-Zip: PENSACOLA FL 32514

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: JASON KING

DIRECTOR

04/30/2015

Electronic Signature of Signing Officer/Director Detail

Date

**Electronic Articles of Incorporation
For**

N13000006546
FILED
July 22, 2013
Sec. Of State
mdickey

SEAN'S OUTPOST, INC

The undersigned incorporator, for the purpose of forming a Florida not-for-profit corporation, hereby adopts the following Articles of Incorporation:

Article I

The name of the corporation is:
SEAN'S OUTPOST, INC

Article II

The principal place of business address:
1999 MASSACHSETTS AVE
PENSACOLA, FL. 32514

The mailing address of the corporation is:
1999 MASSACHSETTS AVE
PENSACOLA, FL. 32505

Article III

The specific purpose for which this corporation is organized is:
TO CREATE LASTING SOLUTIONS TO HOMELESSNESS, HUNGER,
POVERTY, AND SOCIAL INJUSTICE

Article IV

The manner in which directors are elected or appointed is:
AS PROVIDED FOR IN THE BYLAWS.

Article V

The name and Florida street address of the registered agent is:
ALISTAIR MCKENZIE
905 E HATTON ST
PENSACOLA, FL. 32503

I certify that I am familiar with and accept the responsibilities of
registered agent.

Registered Agent Signature: ALISTAIR MCKENZIE

N13000006546
FILED
July 22, 2013
Sec. Of State
mdlokey

Article VI

The name and address of the incorporator is:

JASON KING
2430 HENCYE DR

PENSACOLA, FL 32514

Electronic Signature of Incorporator: JASON KING

I am the incorporator submitting these Articles of Incorporation and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of this corporation and every year thereafter to maintain "active" status.

Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: DIR
JASON KING
2430 HENCYE DR
PENSACOLA, FL. 32514

Title: DIR
MICHAEL KIMBREL
2430 HENCYE DR
PENSACOLA, FL. 32514

Title: DIR
LESLIE KING
2430 HENCYE DR
PENSACOLA, FL. 32514

Compatibility and Location Criteria Analysis

1999 Massachusetts Avenue

This is an 8.5 acre heavily wooded site located in the west Pensacola area at 1999 Massachusetts Avenue. Major existing land uses surrounding the property include a cemetery to the north, an abandoned barrow pit on the east, single family homes to the south a county park and vacant lots adjacent and west of the site.

The site is zoned Heavy Commercial- Light Industry HC/LI and has future land use classification of Mixed Use — Urban MU-U. Uses allowed under the HC/LI include the following:

LDC Sec. 3-2.11(b)(5)b

Recreation and entertainment.

b. Commercial recreation facilities, passive or active, including those for walking, hiking, bicycling, camping, recreational vehicles, swimming, skateboarding, bowling, court games, field sports, and golf, but excluding off-highway vehicle uses and outdoor shooting ranges. Campgrounds and recreational vehicle parks require a minimum lot area of five acres.

The site has been used over the past several years as a campground facility which is contained in the allowed uses cited above.

With regard to location and compatibility matters, the Land Development Code contains the following:

LDC Sec. 3-2.11(e)(3)

(e) Location criteria. All new non-residential uses proposed within the HC/LI district that are not part of a planned unit development or not identified as exempt by district regulations shall be on parcels that satisfy at least one of the following location criteria:

(3) Documented compatibility. A compatibility analysis prepared by the applicant provides competent substantial evidence of unique circumstances regarding the parcel or use that were not anticipated by the alternative criteria, and the proposed use will be able to achieve long-term compatibility with existing and potential uses. Additionally, the following conditions exist:

a. The parcel has not been rezoned by the landowner from the mixed-use, commercial, or industrial zoning assigned by the county.

RESPONSE: The landowner has not requested any change to the existing zoning.

b. If the parcel is within a county redevelopment district, the use will be consistent with the district's adopted redevelopment plan, as reviewed and recommended by the Community Redevelopment Agency (CRA).

RESPONSE: According to the county list of redevelopment areas, this site and area are not identified as being within a designated redevelopment district.

As discussed earlier, the site is zoned HC/LI with a MU-U land use designation. By way of comparison, the Tall Oaks Campground near Pine Forest Road and Nine Mile Road intersection has a similar zoning and land use classification and has been in existence for over thirty-one years. The rear of the site touches a subdivision to the west with a MU-U land use which is the same as the land use classification for properties surrounding the Massachusetts Avenue site. Both sites have the same zoning and land use classifications with a campground as the existing use. Tall Oaks has demonstrated then, that a campground can coexist next to a residential subdivision.

With regard to the Massachusetts Avenue site, compatibility will be achieved with the application of vegetative buffering on the westerly and southern property lines. The scale and intensity of use as shown on the site plan will be small for the 8 acre site so as not to generate unreasonable noise, traffic or other nuisances to contiguous properties. The site plan identifies some 20 campsites located on approximately 4 acres of the developable portions of the site. Regarding intensity of use, the zoning category will permit up to 25 dwelling units per acre, conceivably permitting some 100 units on the property. The proposed 20 campsites would suggest less intensity and thus greater compatibility with surrounding properties.

Another metric concerning impacts is the amount of potential traffic to be generated by a project onto the street network. This is accomplished by using the FDOT Trip Generation spreadsheet by the Institute of Traffic

Engineers (ITE) that identifies trips produced based upon the land use and its size. In this case, a campground carries a ITE 416 use code showing a four acre campground site generating some 4 trips per day (see attached spreadsheets). For comparison, Fennel Street located west of the site, has some 25 residential units (ITE code 210) along its length and produces some 239 trips per day. By comparison, then, any campground traffic impact on the area will be de minimis.

Finally, vegetative buffering will be utilized as shown on the proposed site plan along the southern and westerly property lines as defined in the Land Development Code:

Buffer. A designated area with natural or manmade features functioning to minimize or eliminate adverse impacts on adjoining land uses, including environmentally sensitive lands.

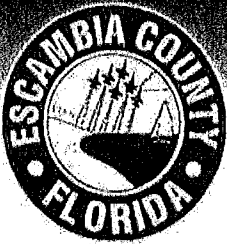
This buffer will consist primarily of the existing trees and understory on the property to provide a natural and man-made buffered area.

Compatibility then, will be achieved by a small, low intense development producing little traffic or unreasonable dust, noise or other objectionable odors or hazards on a site that will provide buffered separation from neighboring properties.

Description/ITE Code FDOT	Units	ITE Vehicle Trip Generation Rates (peak hours are for peak hour of adjacent street traffic unless highlighted)										Expected Units	Total Generated Trips				To
		Weekday	AM	PM	Pass-By	AM In	AM Out	PM In	PM Out	Daily	AM Hour		PM Hour	AM In			
Waterport/Marine Terminal 010	Acres	11193	NA	NA	NA	NA	NA	NA	NA	NA	0	NA	NA	NA	NA		
Waterport/Marine Terminal 010	Bedts	17152	NA	NA	NA	NA	NA	NA	NA	NA	0	NA	NA	NA	NA		
Commercial Airport 021	Employees	18140	80.82	10.80	NA	55%	45%	54%	46%	NA	0	0	0	0	0		
Commercial Airport 021	Avg. Flights/Day	10473	5.40	5.75	NA	54%	46%	45%	55%	NA	0	0	0	0	0		
Commercial Airport 021	Com. Flights/Day	12221	6.13	6.68	NA	55%	45%	54%	46%	NA	0	0	0	0	0		
General Aviation Airport 022	Employees	11424	10.69	10.103	NA	83%	17%	46%	55%	NA	0	0	0	0	0		
General Aviation Airport 022	Avg. Flights/Day	11182	10.24	10.030	NA	NA	NA	NA	NA	NA	0	0	0	NA	NA		
General Aviation Airport 022	Based Aircraft	11600	10.24	10.037	NA	83%	17%	45%	55%	NA	0	0	0	0	0		
Truck Terminal 030	Acres	18180	7.28	6.68	NA	41%	59%	43%	57%	NA	0	0	0	0	0		
Truck Terminal 030	Employees	26199	0.66	0.105	NA	40%	60%	47%	53%	NA	0	0	0	0	0		
Park&Ride w/ Bus Service 090	Parking Spaces	2150	0.72	0.62	NA	81%	19%	23%	77%	NA	0	0	0	0	0		
Park&Ride w/ Bus Service 090	Acres	37202	4.81	4.875	NA	NA	NA	NA	NA	NA	0	0	0	NA	NA		
Park&Ride w/ Bus Service 090	Occ. Spaces	5162	1.23	1.038	NA	69%	31%	28%	72%	NA	0	0	0	0	0		
Light Rail Station w/ Park 093	Parking Space	1324	1.07	1.124	NA	80%	20%	58%	42%	NA	0	0	0	0	0		
Light Rail Station w/ Park 093	Occ. Spaces	151	1.73	1.83	NA	80%	20%	68%	42%	NA	0	0	0	0	0		
General Light Industrial 110	KSF ²	697	0.92	0.92	NA	88%	12%	12%	88%	NA	0	0	0	0	0		
General Light Industrial 110	Acres	5160	7.51	7.26	NA	83%	17%	22%	78%	NA	0	0	0	0	0		
General Light Industrial 110	Employees	3102	0.74	0.42	NA	83%	17%	21%	79%	NA	0	0	0	0	0		
General Heavy Industrial 120	KSF ²	160	0.6	0.49	NA	NA	NA	NA	NA	NA	0	0	0	NA	NA		
General Heavy Industrial 120	Acres	2675	1.83	2.16	NA	NA	NA	NA	NA	NA	0	0	0	NA	NA		
General Heavy Industrial 120	Employees	10182	0.61	0.68	NA	NA	NA	NA	NA	NA	0	0	0	NA	NA		
Industrial Park 130	KSF ²	136	0.82	0.65	NA	82%	18%	21%	79%	NA	0	0	0	0	0		
Industrial Park 130	Acres	6311	1.55	1.84	NA	83%	17%	21%	79%	NA	0	0	0	0	0		
Industrial Park 130	Employees	3184	0.747	0.46	NA	86%	14%	20%	80%	NA	0	0	0	0	0		
Manufacturing 140	KSF ²	182	0.73	0.73	NA	78%	22%	38%	64%	NA	0	0	0	0	0		
Manufacturing 140	Acres	18888	7.73	8.35	NA	93%	7%	63%	47%	NA	0	0	0	0	0		
Manufacturing 140	Employees	249	0.40	0.38	NA	73%	27%	44%	56%	NA	0	0	0	0	0		
Warehousing 160	KSF ²	158	0.30	0.32	NA	79%	21%	25%	75%	NA	0	0	0	0	0		
Warehousing 160	Acres	6723	1.03	1.68	NA	72%	28%	35%	65%	NA	0	0	0	0	0		
Warehousing 160	Employees	1389	0.51	0.59	NA	72%	28%	35%	65%	NA	0	0	0	0	0		
Mini Warehouse 161	KSF ²	250	0.16	0.26	NA	59%	41%	61%	48%	NA	0	0	0	0	0		
Mini Warehouse 161	Storage Units	1026	0.02	0.02	NA	67%	33%	NA	NA	NA	0	0	0	0	0		
Mini Warehouse 161	Acres	3543	2.62	3.15	NA	NA	NA	52%	48%	NA	0	0	0	NA	NA		
Mini Warehouse 161	Employees	6190	5.25	6.04	NA	67%	33%	52%	48%	NA	0	0	0	0	0		
High-Cube Warehouse 162	KSF ²	121	0.59	0.76	NA	65%	35%	33%	67%	NA	0	0	0	0	0		
Utilities 170	KSF ²	24	0.30	0.76	NA	NA	NA	45%	55%	NA	0	0	0	NA	NA		
Utilities 170	Employees	NA	0.76	0.76	NA	90%	10%	15%	85%	NA	0	0	0	0	0		
Single Family Homes 210	DU	9.67	1.076	1.01	NA	25%	75%	63%	37%	25.0	289	19	25	5	5		
Single Family Homes 210	Acres	2604	2.06	2.72	NA	31%	69%	66%	34%	NA	0	0	0	0	0		
Single Family Homes 210	Persons	2165	0.21	0.28	NA	31%	69%	66%	34%	NA	0	0	0	0	0		
Single Family Homes 210	Vehicles	902	0.61	0.67	NA	31%	69%	66%	34%	NA	0	0	0	0	0		
Apartment 220	DU	3.65	0.61	0.62	NA	20%	80%	65%	35%	NA	0	0	0	0	0		
Apartment 220	Persons	1961	0.23	0.40	NA	NA	NA	NA	NA	NA	0	0	0	NA	NA		
Apartment 220	Vehicles	4510	0.46	0.60	NA	NA	NA	NA	NA	NA	0	0	0	NA	NA		
Low Rise Apartment 221	Occ.DU	6.68	0.76	0.68	NA	21%	79%	65%	35%	NA	0	0	0	0	0		
High Rise Apartment 222	DU	4420	0.80	0.85	NA	25%	75%	61%	39%	NA	0	0	0	0	0		
Mid-Rise Apartment 223	DU	34NA	0.80	0.89	NA	31%	69%	58%	42%	NA	0	0	0	0	0		
Rental Townhouse 224	DU	NA	1.070	0.72	NA	33%	67%	61%	49%	NA	0	0	0	0	0		
Resd. Condo/Townhouse 230	DU	6.81	0.44	0.62	NA	17%	83%	67%	33%	NA	0	0	0	0	0		
Resd. Condo/Townhouse 230	Persons	1249	0.10	0.23	NA	18%	84%	67%	33%	NA	0	0	0	0	0		
Resd. Condo/Townhouse 230	Vehicles	1034	0.24	0.32	NA	18%	84%	66%	34%	NA	0	0	0	0	0		
Low Rise Resd. Condo 281	DU	NA	0.87	0.78	NA	25%	75%	68%	42%	NA	0	0	0	0	0		
High Rise Resd. Condo 282	DU	2118	0.94	0.38	NA	19%	81%	62%	38%	NA	0	0	0	0	0		
Luxury Condo/Townhouse 233	Occ. DU	NA	0.85	0.66	NA	23%	77%	63%	37%	NA	0	0	0	0	0		
Mobile Home Park 240	Occ. DU	1.39	0.41	0.59	NA	20%	80%	62%	38%	NA	0	0	0	0	0		
Mobile Home Park 240	Persons	2243	0.20	0.26	NA	18%	82%	63%	37%	NA	0	0	0	0	0		
Mobile Home Park 240	Acres	3963	3.20	4.45	NA	18%	82%	63%	37%	NA	0	0	0	0	0		
Mobile Home Park 240	Vehicles	1338	0.27	0.35	NA	18%	84%	63%	37%	NA	0	0	0	0	0		
Senior Adult Housing- Detached 251	DU	3.71	0.22	0.27	NA	35%	65%	61%	39%	NA	0	0	0	0	0		
Senior Adult Housing- Attached 252	Occ.DU	1043	0.48	0.46	NA	36%	64%	60%	40%	NA	0	0	0	0	0		
Congregate Care Facility 253	Occ.DU	218	0.06	0.07	NA	61%	39%	56%	44%	NA	0	0	0	0	0		
Congregate Care Facility 253	DU	2182	0.06	0.07	NA	59%	41%	55%	45%	NA	0	0	0	0	0		
Assisted Living 254	Occ. Beds	2174	0.17	0.25	NA	73%	27%	52%	48%	NA	0	0	0	0	0		
Assisted Living 254	Beds	2266	0.17	0.22	NA	65%	35%	44%	56%	NA	0	0	0	0	0		
Assisted Living 254	Employees	383	NA	0.16	NA	NA	NA	NA	NA	NA	0	NA	0	NA	NA		
Retirement Community 255	Occ. Units	281	0.18	0.23	NA	64%	36%	46%	52%	NA	0	0	0	0	0		
Recreational Homes 260	DU	843	0.10	0.25	NA	67%	33%	41%	59%	NA	0	0	0	0	0		
Recreational Homes 260	Acres	11123	0.07	0.07	NA	67%	33%	41%	59%	NA	0	0	0	0	0		
Timeshare 265	DU	10.03	0.43	0.75	NA	NA	NA	NA	NA	NA	0	0	0	NA	NA		
Residential PUD 270	DU	1750	0.51	0.62	NA	22%	78%	65%	35%	NA	0	0	0	0	0		
Residential PUD 270	Acres	1378	2.88	2.108	NA	NA	NA	NA	NA	NA	0	0	0	0	NA		
Hotel 310	Occ. Room	1892	0.57	0.70	NA	58%	42%	49%	51%	NA	0	0	0	0	0		
Hotel 310	Rooms	1817	0.53	0.69	NA	61%	39%	53%	47%	NA	0	0	0	0	0		
Hotel 310	Employees	2123	0.63	0.80	NA	60%	40%	54%	46%	NA	0	0	0	0	0		
All Suites Hotel 311	Occ.Room	3224	0.43	0.56	NA	67%	33%	42%	58%	NA	0	0	0	0	0		
All Suites Hotel 311	Rooms	2490	0.38	0.40	NA	55%	45%	48%	55%	NA	0	0	0	0	0		

Business Hotel 312	Occ. Room	6/19/77	8/10/88	2/10/82	59%	41%	80%	40%	0	0	0	0
Business Hotel 312	Employees	7/2/87	8/10/88	2/10/82	59%	41%	80%	40%	0	0	0	0
Motel 320	Occ. Room	7/9/81	8/10/88	2/10/82	36%	64%	53%	47%	0	0	0	0
Motel 320	Rooms	8/16/88	8/10/88	2/10/82	36%	64%	54%	46%	0	0	0	0
Motel 320	Employees	8/12/81	8/10/88	2/10/82	54%	46%	54%	46%	0	0	0	0
Resort Hotel 330	Occ. Room	8/13/83	8/10/88	2/10/82	72%	28%	43%	57%	0	0	0	0
Resort Hotel 330	Rooms	8/13/83	8/10/88	2/10/82	72%	28%	43%	57%	0	0	0	0
Resort Hotel 330	Employees	8/16/88	8/10/88	2/10/82	69%	31%	40%	60%	0	0	0	0
City Park 411	Acres	8/11/89	8/10/88	2/10/82	NA	NA	NA	NA	0	NA	NA	NA
City Park 411	Platonic Sites	8/11/89	8/10/88	2/10/82	NA	NA	NA	NA	0	NA	NA	NA
County Park 412	Acres	8/22/88	8/10/88	2/10/82	80%	20%	41%	59%	0	0	0	0
State Park 413	Acres	8/0/83	8/10/88	2/10/82	NA	NA	NA	NA	0	NA	NA	NA
State Park 413	Platonic Sites	8/0/83	8/10/88	2/10/82	NA	NA	43%	57%	0	NA	0	NA
State Park 418	Employees	8/12/86	8/10/88	2/10/82	NA	NA	43%	57%	0	NA	0	NA
Water Slide Park 414	Parking Space	8/22/87	8/10/88	2/10/82	70%	30%	21%	79%	0	0	0	0
Beach Park 415	Acres	8/20/81	8/10/88	2/10/82	59%	41%	29%	71%	0	0	0	0
Campground/RV Park 416	Acres	8/11/89	8/10/88	2/10/82	42%	58%	69%	31%	0	2	4	1
Regional Park 417	Acres	8/16/87	8/10/88	2/10/82	57%	43%	45%	55%	0	0	0	0
Regional Park 417	Platonic Sites	8/16/87	8/10/88	2/10/82	75%	25%	41%	59%	0	0	0	0
Regional Park 417	Employees	8/17/87	8/10/88	2/10/82	65%	35%	45%	55%	0	0	0	0
National Monument 418	Acres	8/11/83	8/10/88	2/10/82	NA	NA	NA	NA	0	0	0	NA
National Monument 418	Employees	8/11/83	8/10/88	2/10/82	NA	NA	NA	NA	0	0	0	NA
Marina 420	Berths	8/21/86	8/10/88	2/10/82	33%	67%	60%	40%	0	0	0	0
Marina 420	Acres	8/20/83	8/10/88	2/10/82	NA	NA	NA	NA	0	NA	NA	NA
Golf Course 430	Acres	8/16/84	8/10/88	2/10/82	74%	26%	34%	66%	0	0	0	0
Golf Course 430	Employees	8/20/82	8/10/88	2/10/82	68%	32%	48%	52%	0	0	0	0
Golf Course 430	Holes	8/17/82	8/10/88	2/10/82	79%	21%	45%	55%	0	0	0	0
Miniature Golf Course 431	Holes	8/11/89	8/10/88	2/10/82	NA	NA	33%	67%	0	NA	0	NA
Golf Driving Range 432	Tees	8/16/85	8/10/88	2/10/82	61%	39%	45%	55%	0	0	0	0
Battling Cages 433	Cages	8/11/83	8/10/88	2/10/82	NA	NA	55%	45%	0	0	0	NA
Multipurpose Rec. Facility 435	Acres	8/30/88	8/10/88	2/10/82	NA	NA	NA	NA	0	0	0	NA
Bowling Alley 437	KSF ²	8/11/83	8/10/88	2/10/82	60%	40%	35%	65%	0	0	0	0
Live Theater 441	Seats	8/11/83	8/10/88	2/10/82	NA	NA	60%	40%	0	NA	0	NA
Movie Theater w/o matinee 443	KSF ²	8/11/83	8/10/88	2/10/82	NA	NA	94%	6%	0	0	0	NA
Movie Theater w/o matinee 443	Movie Screens	8/20/80	8/10/88	2/10/82	NA	NA	41%	59%	0	NA	0	NA
Movie Theater w/o matinee 443	Seats	8/11/83	8/10/88	2/10/82	NA	NA	75%	25%	0	0	0	NA
Movie Theater w/o matinee 443	Employees	8/11/83	8/10/88	2/10/82	NA	NA	NA	NA	0	0	0	NA
Movie Theater w/ matinee 444	KSF ²	8/11/83	8/10/88	2/10/82	NA	NA	64%	36%	0	NA	0	NA
Movie Theater w/ matinee 444	Movie Screens	8/11/83	8/10/88	2/10/82	NA	NA	40%	60%	0	NA	0	NA
Movie Theater w/ matinee 444	Seats	8/11/83	8/10/88	2/10/82	NA	NA	39%	61%	0	NA	0	NA
Multiplex Movie Theater 445	KSF ²	8/11/83	8/10/88	2/10/82	NA	NA	62%	38%	0	NA	0	NA
Multiplex Movie Theater 445	Movie Screens	8/11/83	8/10/88	2/10/82	NA	NA	45%	55%	0	NA	0	NA
Multiplex Movie Theater 445	Seats	8/11/83	8/10/88	2/10/82	NA	NA	36%	64%	0	NA	0	NA
Horse Track 452	Acres	8/11/83	8/10/88	2/10/82	NA	NA	NA	NA	0	NA	NA	NA
Horse Track 452	Employees	8/11/83	8/10/88	2/10/82	NA	NA	NA	NA	0	NA	NA	NA
Dog Track 454	Attendees	8/11/83	8/10/88	2/10/82	NA	NA	8%	92%	0	NA	0	NA
Arena 460	Acres	8/11/83	8/10/88	2/10/82	NA	NA	NA	NA	0	NA	NA	NA
Arena 460	Employees	8/11/83	8/10/88	2/10/82	NA	NA	NA	NA	0	NA	NA	NA
Ice Rink 465	Seats	8/11/83	8/10/88	2/10/82	NA	NA	NA	NA	0	NA	0	NA
Casino/Lottery Establishment 473	KSF ²	8/11/83	8/10/88	2/10/82	NA	NA	56%	44%	0	NA	0	NA
Amusement Park 480	Acres	8/11/83	8/10/88	2/10/82	88%	12%	61%	39%	0	0	0	0
Amusement Park 480	Employees	8/11/83	8/10/88	2/10/82	88%	12%	61%	39%	0	0	0	0
Zoo 481	Acres	8/11/83	8/10/88	2/10/82	NA	NA	NA	NA	0	NA	NA	NA
Zoo 481	Employees	8/11/83	8/10/88	2/10/82	NA	NA	NA	NA	0	NA	NA	NA
Soccer Complex 488	Fields	8/11/83	8/10/88	2/10/82	50%	50%	69%	31%	0	0	0	0
Tennis Courts 490	Acres	8/11/83	8/10/88	2/10/82	NA	NA	NA	NA	0	0	0	NA
Tennis Courts 490	Courts	8/11/83	8/10/88	2/10/82	NA	NA	NA	NA	0	0	0	NA
Tennis Courts 490	Employees	8/11/83	8/10/88	2/10/82	NA	NA	NA	NA	0	0	0	NA
Racquet Club 491	Courts	8/11/83	8/10/88	2/10/82	NA	NA	NA	NA	0	0	0	NA
Racquet/Tennis Club 491	KSF ²	8/11/83	8/10/88	2/10/82	NA	NA	NA	NA	0	0	0	NA
Racquet/Tennis Club 491	Employees	8/11/83	8/10/88	2/10/82	NA	NA	NA	NA	0	0	0	NA
Health/Fitness Club 492	KSF ²	8/11/83	8/10/88	2/10/82	45%	55%	57%	43%	0	0	0	0
Athletic Club 493	KSF ²	8/11/83	8/10/88	2/10/82	61%	39%	62%	38%	0	0	0	0
Recreational Com. Center 495	KSF ²	8/11/83	8/10/88	2/10/82	61%	39%	37%	63%	0	0	0	0
Recreational Com. Center 495	Employees	8/11/83	8/10/88	2/10/82	72%	28%	27%	73%	0	0	0	0
Military Base 501	Employees	8/11/83	8/10/88	2/10/82	NA	NA	NA	NA	0	0	0	NA
Elementary School 520	Students	8/11/83	8/10/88	2/10/82	55%	45%	49%	51%	0	0	0	0
Elementary School 520	KSF ²	8/11/83	8/10/88	2/10/82	55%	45%	45%	55%	0	0	0	0
Elementary School 520	Employees	8/11/83	8/10/88	2/10/82	54%	46%	49%	51%	0	0	0	0
Middle/JR. High School 522	Students	8/11/83	8/10/88	2/10/82	55%	45%	49%	51%	0	0	0	0
Middle/JR. High School 522	KSF ²	8/11/83	8/10/88	2/10/82	55%	45%	52%	48%	0	0	0	0
High School 530	Students	8/11/83	8/10/88	2/10/82	68%	32%	47%	53%	0	0	0	0
High School 530	KSF ²	8/11/83	8/10/88	2/10/82	71%	29%	54%	46%	0	0	0	0
High School 530	Employees	8/11/83	8/10/88	2/10/82	70%	30%	54%	46%	0	0	0	0
Private School (K-8) 534	Students	8/11/83	8/10/88	2/10/82	55%	45%	47%	53%	0	0	0	0
Private School (K-12) 538	Students	8/11/83	8/10/88	2/10/82	61%	39%	43%	57%	0	0	0	0
Junior/ Comm. College 540	Students	8/11/83	8/10/88	2/10/82	82%	18%	64%	36%	0	0	0	0
Junior/ Comm. College 540	KSF ²	8/11/83	8/10/88	2/10/82	74%	26%	58%	42%	0	0	0	0
Junior/ Comm. College 540	Employees	8/11/83	8/10/88	2/10/82	74%	26%	58%	42%	0	0	0	0
University/College 550	Students	8/11/83	8/10/88	2/10/82	80%	20%	30%	70%	0	0	0	0
University/College 550	Employees	8/11/83	8/10/88	2/10/82	82%	18%	29%	71%	0	0	0	0
Church 580	KSF ²	8/11/83	8/10/88	2/10/82	62%	38%	48%	52%	0	0	0	0
Synagogue 581	KSF ²	8/11/83	8/10/88	2/10/82	NA	NA	47%	53%	0	0	0	NA
Daycare Center 585	KSF ²	8/11/83	8/10/88	2/10/82	53%	47%	47%	53%	0	0	0	0
Daycare Center 585	Students	8/11/83	8/10/88	2/10/82	53%	47%	47%	53%	0	0	0	0
Daycare Center 585	Employees	8/11/83	8/10/88	2/10/82	53%	47%	47%	53%	0	0	0	0
Cemetery 586	Acres	8/11/83	8/10/88	2/10/82	70%	30%	33%	67%	0	0	0	0
Cemetery 586	Employees	8/11/83	8/10/88	2/10/82	70%	30%	33%	67%	0	0	0	0

EXHIBIT 5



Board of County Commissioners • Escambia County, Florida

Horace L. Jones, Director
Development Services

December 09, 2016

William J. Dunaway
Clark Partington, Attorneys at Law
125 West Romana St., Suite 800
Pensacola, FL 32502

RE: Notification of Board of Adjustment (BOA) Action at a Special Meeting held on December 07, 2016, Case #AP-2016-01, Appeal of the Development Review Committee's (DRC) denial of project #PSP160400044, Sean's Outpost, Inc., located at 1999 Massachusetts Avenue

Dear Mr. Dunaway,

At the December 07, 2016 Board of Adjustment meeting a motion was made and seconded to deny your appeal request and to uphold the DRC denial of the Sean's Outpost development order. That motion resulted in a 3-3 tied vote. The appeal failed to receive an affirmative majority vote and is denied.

This letter has been notarized should you choose to record it in the Public Records of Escambia County per Florida Statutes, Section 28.222(3)(a).

Should you have any questions or comments, please contact our office.

Sincerely,

Andrew D. Holmer
Division Manager

cc: Sean's Outpost, Inc., 1999 Massachusetts Ave., Pensacola, FL 32505
Kristin Hual, Assistant County Attorney
Front Counter Planners

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF ESCAMBIA

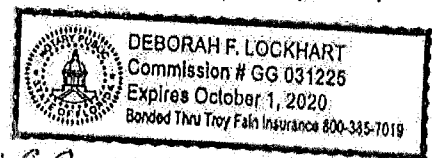
Andrew D. Holmer, who is personally known to me acknowledged the foregoing letter before me
this 9th day of December 2016.

Signature of Notary Public

Deborah F. Lockhart
Deborah F. Lockhart

Name of Notary Printed

(Notary Seal)



My Commission Expires: 10-01-2020 Commission Number: GG 031226

****This decision DOES NOT determine, imply or confer development rights for any desired use or activity on the specified parcel. Additional review processes and/or permits may be required.****



DEVELOPMENT SERVICES ADMINISTRATIVE APPEAL WORKSHEET

Board of Adjustment Special Meeting
Meeting Date: 12/07/2016

5. A.

I. SUBMISSION DATA:

APPLICANT:	William J. Dunaway, Agent for Sean's Outpost, Inc.
DATE OF ADMINISTRATIVE DECISION:	10/12/2016
DATE OF APPEAL APPLICATION:	10/27/2016
PROJECT ADDRESS:	1999 Massachusetts Avenue
PROPERTY REFERENCE NO.:	12-2S-30-7002-000-000
ZONING DISTRICT:	HC/LI, Heavy Commercial and Light Industrial district
FUTURE LAND USE:	MU-U, Mixed-Use Urban

III. REQUESTED APPEAL::

The Applicant is requesting an appeal of the Development Review Committee's (DRC) denial of project # PSP160400044, Sean's Outpost.

III. RELEVANT APPEAL AUTHORITY:

Land Development Code of Escambia County, Florida (Ordinance 96-3 as amended), Section: 2-6.10(b)(3)

Section 2-6-10, Appeal of Administrative Decisions of the Escambia County Land Development Code (Ordinance No. 96-3 as amended), provide the relevant authority for the BOA's review of administrative decisions.

(b) Appeal process. Conditions that may justify modification of administrative decisions are evaluated through quasi-judicial public hearing review by the Board of Adjustment (BOA).

(3) Compliance review. The BOA shall conduct the quasi-judicial public hearing to consider the appeal of an administrative decision. The applicant has the burden of presenting competent substantial evidence to the board that establishes each of the following conditions with regard to the decision being appealed:

a. Arbitrary or capricious. The decision of the administrative official was neither required nor supported by the Comprehensive Plan or the LDC and was therefore arbitrary or capricious.

b. LDC noncompliance. The specific LDC provisions identified in the appeal application are appropriate to the decision and the decision was not in compliance with those provisions.

c. Adverse impact. The applicant's property will suffer an adverse impact as a result of the decision if it is not modified.

d. Protected interest. The adverse impact is to a specific interest protected or furthered by the LDC or Comprehensive Plan.

e. Greater impact. The adverse impact adversely affects the applicant in a greater degree than any adverse impact shared by the community at large; and, if the applicant is a third party to the decision, the adverse impact peculiar to the applicant differs in kind (as opposed to degree) to any suffered by the community as a whole.

IV. BACKGROUND INFORMATION

The project in question was submitted to the county DRC for the purpose of obtaining Development Order (DO) approval. As with all projects submitted to the DRC, the assigned reviewers then reviewed the plan for LDC compliance.

Following the reviews it was determined that this submittal did not meet all of the conditions for approval and the project was denied at the October 12, 2016 DRC meeting.

The Applicant met with staff to discuss the option of appeal and the case was submitted on October 27, 2016, meeting the required time frame set

forth in LDC 2-6.10(b)(1).

Staff then scheduled the BOA hearing for Dec. 7, 2016, also meeting the time time frame of LDC 2-6.10(b)(1).

V. BOARD DECISION

A motion was made and seconded to deny the appeal request and to uphold the DRC denial of the Sean's Outpost development order. That motion resulted in a 3-3 tied vote. The appeal failed to receive an affirmative majority vote and was denied.

Attachments

AP-2016-01

EXHIBIT 6



William J. Dunaway
Direct (850) 208-7020
wdunaway@clarkpartington.com
Licensed to Practice in Florida and Mississippi

December 12, 2016

VIA U.S. MAIL

Kristin D. Hual
Assistant County Attorney
221 Palafox Place, Suite 430
Pensacola, FL 32502

RE: Notification of Board of Adjustment (BOA) Action at a Special Meeting held on December 07, 2016, Case #AP-2016-01, Appeal of the Development Review Committee's (DRC) denial of project #PSP160400044, Sean's Outpost, Inc., located at 1999 Massachusetts Avenue

Dear Ms. Hual:

I acknowledge receipt of Mr. Holmer's letter of December 9, 2016 wherein he reports the Board of Adjustment's (BOA) 3-3 tie vote on my client's appeal. Mr. Holmer further states that "[t]he appeal failed to receive an affirmative majority vote and is denied." Mr. Holmer is wrong. Kindly refer him to the requirements of the Land Development Code ("LDC") Section 1-4.5(c)(1) wherein it states:

"Quorum and Vote." At least four of the seven members must be present to hold a meeting, and a majority vote of those present is required for **any official action to be taken** at the meeting. (Emphasis added).

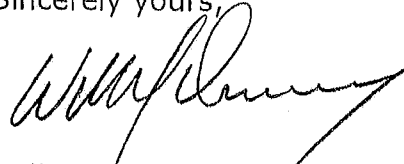
Since a majority vote of those present was not obtained, then no official action was taken at the meeting. Until the BOA, in a properly noticed, public meeting, takes official action on my client's appeal, the appeal remains properly before the BOA for official action. I note that the language from the LDC quoted above is new as of April 16, 2015 when the LDC was amended. I attach the previous language of the LDC. If we were operating under this previous language, we would not have this dilemma. However, under the new LDC language, it takes a majority of the BOA present "for any official action to be taken at the meeting."

As you know, I have a statutory time frame of thirty (30) days after official action is taken in which to appeal the BOA's decision to circuit court. Since there was no "official action" taken by the 3-3 tie vote, then there is nothing for me to appeal. I look forward to hearing from you on how the County intends to proceed. As always, I am available to discuss.

Kristin D. Hual
December 12, 2016
Page 2

With kind regards, I remain

Sincerely yours,



William J. Dunaway

WJD/bfs
Enclosure

cc: Andrew D. Holmer,
adholmer@myescambia.com
Debbie Lockhart
DFLOCKHA@co.escambia.fl.us
Michael Kimbrel

A2449292.DOCX

PART III - LAND DEVELOPMENT CODE

Article 2 ADMINISTRATION

2.04.01. Procedures for the appeal of administrative decisions. To initiate the appeals process, the person appealing the administrative decision must make written application for such appeal on a form(s) provided by the department of planning and zoning department within 15 days of the administrative decision. Said application shall be accompanied by sufficient and adequate information to define and describe the alleged error, the proposed remedies, and any other pertinent information the applicant wishes to have considered during the appeals process.

- A. The BOA is authorized to hear and to rule upon any appeal made by those persons aggrieved by administration of this Code. An administrative decision, or staff interpretation, shall not be reversed, altered, or modified by the BOA unless it finds that:
1. A written application for the appeal was submitted within 15 days of the administrative decision or action indicating the section of this Code under which said appeal applies together with a statement of the grounds on which the appeal is based; and
 2. That the person filing said appeal has established that the decision or action of the administrative official was arbitrary and capricious; or
 3. An aggrieved party who files an appeal of a decision of the DRC approving or approving with conditions a development plan application, must show, by competent substantial evidence that:
 - (i) The decision of the DRC is not in compliance with the Comprehensive Plan or the Land Development Code;
 - (ii) Their property will suffer an adverse impact as a result of the development approval decision;
 - (iii) The adverse impact must be to a specific interest protected or furthered by the Comprehensive Plan or the Land Development Code; and
 - (iv) It must be greater in degree than any adverse impact shared by the community at large.
 4. In the event the owner, developer, or applicant is aggrieved or adversely affected by a denial of a development plan application or the imposition of conditions, the owner, developer or applicant filing the appeal must show, by competent substantial evidence, that the denial of the development plan or the imposition of conditions is neither required nor supported by the Comprehensive Plan or the Land Development Code or the application of technical design standards and specifications adopted by reference in the Code, or Concurrency Management Procedures and is, therefore, arbitrary and capricious.
- B. *Hearing of appeal; notice required.* The BOA shall schedule the hearing for the appeal to occur within 30 working days after the filing of the notice of appeal, give due notice to the parties in interest, and decide the same within a reasonable time. Any party may appear at the hearing in person or by agent or attorney. The BOA hearing may be continued or postponed by vote of the BOA or by the property owner, or his [or her] agent or attorney, upon his or her written request.
- C. *Decision of the BOA.* In applying the provisions of this Code, said provisions shall be held to be minimum provisions. The BOA may reverse or affirm, wholly or partly, or may modify the order, requirements, decision or determination appealed, but may so modify only to the extent supported by the competent substantial evidence presented, and as necessary to maintain compliance with the requirements of the Code and Comprehensive Plan. To that end only, the BOA shall have the powers of the administrative official(s) to whom the appeal is directed. The BOA shall have no authority to reverse, diminish, or otherwise modify the application of technical design standards and specifications adopted by reference in the Code, or concurrency management procedures therein, or to exempt development from required review and approval. The concurring vote of a majority of the members of the BOA present and voting shall be necessary to reverse any order, requirement, decision, or determination of any such

PART III - LAND DEVELOPMENT CODE

Article 2 ADMINISTRATION

administrative official, or to decide in favor of the applicant on any matter upon which it is required to vote. Any party aggrieved by the decision of the BOA on an administrative appeal shall have 30 days to petition the circuit court for judicial review of such order.

2.04.02. Impacts on permitting and owners of property subject to review. Because decisions of the BOA relating to variances, conditional uses, temporary use of a mobile home as a guest residence due to medical hardship, and extension of development order for site plan approval are final, unless overturned by a court of competent jurisdiction, the county may issue development orders and permits for properties in accordance with the decisions of the BOA. However, if a property owner or applicant requests the issuance of any such order or permit and such order or permit is issued, the permittee, and not the county, shall bear any risk that such decision may be set aside, the permit or development order may be revoked, or the development may be otherwise enjoined by the reviewing court.

2.04.03. Reserved.

(Ord. No. 97-51, § 1, 10-2-1997; Ord. No. 99-25, § 1, 5-6-1999; Ord. No. 2001-35, §§ 3—5, 7-5-2001; Ord. No. 2002-45, § 3, 10-17-2002; Ord. No. 2004-9, § 3, 2-5-2004; Ord. No. 2004-21, § 1, 5-6-2004; Ord. No. 2005-45, § 1, 10-6-2005; Ord. No. 2007-15, § 1, 3-5-2007)

2.05.00. Variances, conditional uses, extension of a development order for site plan approval, and temporary use of a mobile home as a guest residence due to medical hardship.

The BOA shall hear and decide requests for variances, conditional uses, requests for an extension of a development order for site plan approval, or temporary use of a mobile home as a guest residence due to medical hardship, as hereinafter provided. Pursuant to the provisions of section 2.05.02 of this Code, the director of planning and zoning, or his/her designee, may grant administrative variances. The SRIA board shall act on variance applications on Pensacola Beach in conformance with article 13 prior to the quasi-judicial hearing by the BOA.

2.05.01. Procedure for filing applications and notice requirements.

- A. All applications to the BOA for granting of variances, conditional uses, any extension of a development order for site plan approval, or temporary use of a mobile home as a guest residence due to medical hardship shall be filed with the planning and zoning department, at least 30 working days prior to the next scheduled meeting and thereupon the board shall consider such application. At the time of filing such applications, the applicant shall deposit with the department a fee in an amount as prescribed by the board of county commissioners, along with all required forms and attachments. All applications to the director of planning and zoning for administrative variances shall be filed with the planning and zoning department in the form of a letter of request, which outlines in detail the nature of the request, along with a fee in an amount as prescribed by the board of county commissioners. The planning chief may require the submission of additional documents, plans, and/or information deemed necessary in making a final determination on the request.
- B. For appeals, conditional uses, and/or temporary use of a mobile home as a guest residence due to medical hardship, notices explaining the purpose, time, date, and location of the meeting to be held to consider the matter(s) shall be sent to all owners of property within 500 feet of the subject property. In the case of variances, such notices shall go to all directly abutting owners of property (excluding properties across the street). In the case of conditional uses related to the prohibition of alcohol sales within 1,000 feet of a place of worship, such notices shall be sent to all owners of directly abutting property (excluding properties across the street) and additionally letters shall be sent to any places of worship within 1,000 feet. No such mailings shall be required in the case of an administrative variance. Notices shall be sent by planning staff no later than 15 days prior to said meeting.

ALISON PERDUE ROGERS
County Attorney
Board Certified City, County, and
Local Government Law

CHARLES V. PEPPLER
Deputy County Attorney
Board Certified Civil Trial Law

STEPHEN G. WEST
Senior Assistant County Attorney
Board Certified Real Estate Law

KRISTIN D. HUAL
Assistant County Attorney
Board Certified City, County, and
Local Government Law

MEREDITH D. CRAWFORD
Assistant County Attorney

BARBARA ELLIS-WIGGINS
Assistant County Attorney

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
OFFICE OF THE COUNTY ATTORNEY

221 PALAFOX PLACE, SUITE 430
PENSACOLA, FLORIDA 32502

TELEPHONE: (850) 595-4970
TELEFAX: (850) 595-4979



December 16, 2016

VIA E-MAIL AND U.S. MAIL

William J. Dunaway
Clark, Partington, Attorneys at Law
125 West Romana Street, Suite 800
Pensacola, FL 32502

Re: Notification of Board of Adjustment (BOA) Special Meeting held on December 7, 2016, Case #AP2016-01, Appeal of the Development Review Committee's (DRC) denial of project #PSP160400044, Sean's Outpost, Inc., located at 1999 Massachusetts Avenue

Dear Mr. Dunaway:

In response to your recent correspondence, I respectfully disagree with your interpretation of the requirements of the Land Development Code. As provided in the Code, the BOA shall conduct the quasi-judicial public hearing to consider the appeal of an administrative decision, but the applicant bears the burden to present competent substantial evidence proving the required conditions with regard to the decision on appeal. The only motion presented at the hearing failed to receive a concurring majority vote, which constituted a denial of the appeal, and the burden remains with the applicant to request further consideration of the decision on appeal.

Please feel free to contact me if you wish to further discuss the matter.

Sincerely,


Kristin D. Hual
Assistant County Attorney

cc: Andrew D. Holmer, via e-mail

Sarah Price

From: Will Dunaway
Sent: Tuesday, December 20, 2016 4:18 PM
To: 'Kristin D. Hual'
Cc: Alison A. Rogers; Wanda M. Pearcey; Sarah Price
Subject: RE: AP2016-01
Attachments: Results Letter from Andrew D. Holmer 12.9.16 (A2449285xA3759).pdf; Letter to Mr. Dunaway.pdf

Kristin,

Thanks for taking my call this afternoon. While we disagree about the application of the facts to the law in this case, we are in agreement that County staff members are unlikely able to properly convene a BOA meeting to take official action on our appeal before my deadline to file an appeal to circuit court if we assume that your interpretation that the 3-3 vote of the BOA on Dec 7, 2016 as reported by Mr. Holmer's attached letter was "official action" from which an appeal is available. If, however, the order being appealed has not yet been rendered, then staff likely does have time to notice the administrative appeal before the BOA so that "official action" can be taken at its Jan or Feb meeting.

As I explained to you, I do not interpret the 3-3 vote of the BOA to have resulted in any "official action" based on Sec 1-4.5(c)(1) of the LDC (which requires a majority vote of the members present for any "official action" to be taken) and therefore there is no "order" (written or not) to be appealed. In order for me to timely file my client's appeal, I need to know what the County contends is the "rendition" date of the BOA's 3-3 vote. Is it the date of the hearing (Dec 7th), the date of Mr. Holmer's attached letter (Dec 9th), or the date of your attached clarification letter (Dec 16th)? Rule 9.020(i) defines Rendition of an Order as the date "a signed, written order is filed with the clerk of the lower tribunal" (here, the BOA) - as best as I can tell, none of the three choices I list above meets this definition. Therefore, I believe staff has time to notice my administrative appeal again before the BOA.

If the County takes the position that the "order to be reviewed" has been rendered, and since any appeal to circuit court "shall be filed within 30 days of the rendition of the order to be reviewed" and that time period is, per Rule 9.100(c)(2), jurisdictional, I don't want there to be any doubt as to the rendition date or the Order to be reviewed. Will there be "a signed, written order" filed with the clerk of the BOA or do I use the BOA hearing date (Dec 7th), Mr. Holmer's Dec 9, 2016 letter or your Dec 16th letter as the "order being reviewed"?

I appreciate your reply. Thx.

Will



125 W. Romana Street, Suite 800, Pensacola, FL. 32502

☎ (850) 208.7020 📠 (850) 456.7890

clarkpartington.com | wdunaway@clarkpartington.com

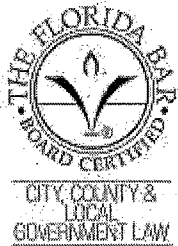
CLARK PARTINGTON

This e-mail message may contain confidential or legally privileged information and is intended only for the use of the intended recipient(s). Any unauthorized disclosure, dissemination, distribution, copying or the taking of any action in reliance on the information herein is prohibited. E-mails are not secure and cannot be guaranteed to be error free as they can be intercepted, amended, or contain viruses. Anyone who communicates with us by e-mail is deemed to have accepted these risks. Clark Partington is not responsible for errors or omissions in this message and denies any responsibility for any damage arising from the use of e-mail. Any opinion and other statement contained in this message and any attachment are solely those of the author and do not necessarily represent those of the company.

From: Kristin D. Hual [mailto:KDHUAL@co.escambia.fl.us]
Sent: Tuesday, December 20, 2016 2:36 PM
To: Will Dunaway
Cc: Alison A. Rogers; Wanda M. Pearcey
Subject: RE: AP2016-01

Will,
I may not advise as to how you wish to proceed with the appeal. I'll be in the office today and tomorrow if you would like to discuss.

Thank you-
Kristin D. Hual
Assistant County Attorney
Escambia County Board of County Commissioners
221 Palafox Place, Suite 430
Pensacola, Florida 32502
Phone: (850) 595-4970
Fax: (850) 595-4979



From: Will Dunaway [mailto:wdunaway@clarkpartington.com]
Sent: Friday, December 16, 2016 5:02 PM
To: Kristin D. Hual
Cc: Barbara F. Sponburgh; Andrew D. Holmer; Wanda M. Pearcey
Subject: RE: AP2016-01

Kristin,

Are we in agreement that Sec 1-4.5(c)(1) controls the quorum and vote of the BOA? If so how do we reconcile the plain language that "a majority vote of those present is required for any official action to be taken at the meeting." In my opinion, bringing the matter back to the BOA so that "official action" can be taken is the only option for the County. I suppose we can take this single issue to the Circuit Court, but I would think that would be a hard one for you to defend, plus I only get what I'm asking for now - the BOA to take "official action" a year from now. Doesn't it make more sense to have the BOA take "official action" before we appeal to Circuit Court? Always willing to discuss.

Will

 **WILLIAM J. DUNAWAY**
Shareholder • Environmental & Land Use Law

125 W. Romana Street, Suite 800, Pensacola, FL. 32502
O (850) 208.7020 F (850) 456.7890
clarkpartington.com | wdunaway@clarkpartington.com

CLARK PARTINGTON

This e-mail message may contain confidential or legally privileged information and is intended only for the use of the intended recipient(s). Any unauthorized disclosure, dissemination, distribution, copying or the taking of any action in reliance on the information herein is prohibited. E-mails are not secure and cannot be guaranteed to be error free as they can be intercepted, amended, or contain viruses. Anyone who communicates with us by e-mail is deemed to have accepted these risks. Clark Partington is not responsible for errors or omissions in this message and denies any responsibility for any damage arising from the use of e-mail. Any opinion and other statement contained in this message and any attachment are solely those of the author and do not necessarily represent those of the company.

From: Wanda M. Pearcey [<mailto:wmpearcey@co.escambia.fl.us>]

Sent: Friday, December 16, 2016 4:42 PM

To: Will Dunaway

Cc: Barbara F. Sponburgh; Andrew D. Holmer; Kristin D. Hual

Subject: AP2016-01

Mr. Dunaway, feel free to contact our office if you wish to discuss this matter.

Thank you,

Wanda M. Pearcey
Administrative Assistant to
Kristin D. Hual, Assistant County Attorney
County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502
(850) 595-4970

EXHIBIT 7

Sec. 1-4.4 Santa Rosa Island Authority.

(a) General. A special act of the 1947 Florida Legislature authorized the BCC to use that portion of Santa Rosa Island owned by Escambia County for purposes the BCC determined to be in the public interest. Additionally, the legislative act authorized and required the BCC to delegate to, and vest certain of its powers and authority in, a separate board - the Santa Rosa Island Authority (SRIA). The SRIA is charged with the general stewardship of Pensacola Beach and to protect the public interest in those resources that are unique to the county, state, and nation. More specifically, and within the scope of the LDC, the SRIA has the authority and duty for

- (1) Land leasing.** Lease Santa Rosa Island, in whole or parts, assuring that all such leases executed or renegotiated for the property under its authority are consistent with the Comprehensive Plan and LDC.
- (2) Floodplain administration.** Administer and enforce the floodplain management provisions of the LDC through the SRIA general manager as the authorized Floodplain Administrator for Pensacola Beach. As Floodplain Administrator, the general manager is specifically authorized and directed to administer and enforce the floodplain management regulations of the county on Pensacola Beach as prescribed in Chapter 4.
- (3) Development review.** Review development proposed on Pensacola Beach for compliance with executed leases and specific provisions of the LDC, authorizing development or providing recommendations to the Planning Official, Board of Adjustment, or Planning Board, as applicable, regarding their final actions on the development proposals.
- (4) Quasi-judicial hearings.** Hold quasi-judicial public hearings for Pensacola Beach properties to review established records of evidence in support of LDC criteria, and on the basis of those records to do the following:
 - a. Variances.** Grant, grant with conditions, or deny applications for substantial hardship variances to the strict site-specific application of eligible LDC development standards.
 - b. Conditional uses.** Grant, grant with conditions, or deny applications for conditional uses as identified within applicable zoning or other LDC provisions.
 - c. Zoning map amendments.** Make recommendations to the BCC regarding approval of requested zoning map amendments (rezoning), particularly as to consistency with the Comprehensive Plan and LDC.

Sec. 1-4.5 Board of Adjustment.

- (a) Authority and duties.** The Board of Adjustment (BOA) is established and authorized by the BCC to review practical difficulties or undue hardships created by the strict application of land use regulations, and to grant relief according to the provisions of the LDC. However, the BOA is not granted legislative authority to substitute its judgment for that of the BCC, nor is it charged with the routine

administration of the LDC. The board shall uphold the meaning and intent of the LDC as enacted by the BCC. Accordingly, BOA members shall be informed and knowledgeable of county land development regulations and the rules of quasi-judicial proceedings. The BOA shall take action on all matters according to the requirements of the LDC, and all other applicable county ordinances and state regulations. Except as established for the SRIA, the BOA has the authority and duty to hold quasi-judicial public hearings, to review established records of evidence in support of LDC criteria, and to grant, grant with conditions, or deny applications for all of the following:

- (1) **Appeals.** Appeals of orders, requirements, decisions, interpretations or determinations of administrative officials, including officials under the authority of the SRIA, regarding LDC compliance.
- (2) **Variances.** Substantial hardship variances to the strict site-specific application of eligible LDC development standards.
- (3) **Conditional uses.** Conditional uses as identified within applicable zoning districts or other LDC provisions.
- (4) **Extensions.** Long-term extensions of LDC standard periods of compliance approval or inactive nonconformance.
- (5) **Temporary medical hardships.** Temporary use of manufactured (mobile) homes or park trailers due to medical hardship.
- (6) **Other.** Other approvals as may be specified by the LDC.

(b) Membership.

- (1) **Appointment.** Each of the five County Commissioners shall appoint one member and the BCC as a whole shall appoint two "at large" members. All members must be approved by a majority vote of the BCC.
- (2) **Qualification.** All appointees must reside within Escambia County and none shall be a paid or elected employee of the county. All persons seeking appointment shall furnish a resume or *curriculum vitae* to the County Administrator and BCC demonstrating their qualifications to serve.
- (3) **Terms of service.** Each member appointed by an individual commissioner shall serve a four-year term concurrent with their appointing commissioner, and the two at large members shall serve two-year staggered terms.
- (4) **Removal and replacement.** Any member appointed by an individual commissioner may be removed from office during his term by that commissioner, and any at large member may be removed by a majority vote of the BCC. Any member absent from four or more meetings within a 12-month period shall be removed by the BCC unless the absences are reported by the BOA chair as beyond the control of the absentee. Any vacancy occurring during an unexpired term of a member shall be filled for the balance of the term according to the appointment and qualifications provisions applicable to that member.

- (5) Officers.** The members shall elect a chair and vice-chair from among themselves. Terms of the offices shall be for two years, with eligibility for reelection.
- (c) Meetings.** The board shall hold regular meetings for the consideration of business. Special meetings may also be held as the members may determine necessary, or at the call of the chair or Planning Official. All meetings shall be public and adhere to Florida Sunshine Law requirements.
- (1) Quorum and vote.** At least four of the seven members must be present to hold a meeting, and a majority vote of those present is required for any official action to be taken at the meeting.
- (2) Records.** Minutes will be kept of all proceedings to provide a written record, including the meeting time, date and location, confirmation of public notification, participants, and official actions taken by the board. Minutes will record the vote of each member on each question considered, or the fact of their absence or failure to vote. Minutes and other records of official actions shall be maintained in the offices of the Planning Official.
- (3) Procedure.** The BOA shall follow its adopted rules of procedure for quasi-judicial hearings consistent with the application review processes of the LDC and any other applicable county or state requirements.
- (d) Staffing and assistance.** County planning staff shall assist in the work of the BOA by preparing agendas, publishing notices, posting signs, arranging meetings, distributing meeting minutes, and similar operational support. The office of the County Attorney shall act as legal advisor to the BOA. Additionally, the BOA is authorized to acquire from any county offices information and advice that it believes will aid its work. However, such requests shall be made through the County Administrator's office to ensure the proper allocation of resources and a timely response.

Sec. 2-1.4 General provisions of compliance review.

- (a) **General.** The LDC establishes compliance review provisions to authorize land uses and development activities that comply with applicable LDC requirements. The procedures vary with the complexity of issues evaluated, but each requires: (1) an application for county approval, (2) an opportunity for public participation, (3) an evaluation of LDC compliance, (4) a final compliance determination, and (5) an opportunity to appeal that determination. The general requirements established in this section shall be combined with the specific requirements prescribed in the remaining articles of this chapter to obtain compliance review appropriate for the uses or activities proposed.
- (b) **Application.** The applicant requesting approval of a land use or development activity regulated by the LDC shall initiate the appropriate compliance review action prescribed in this chapter by submission of a complete application for review according to the adopted procedures for the application. Those procedures and all necessary application forms, checklists, and schedules shall be available to the public by the reviewing authority. Guidance to assist applicants in meeting application requirements shall also be provided and obtained from the appropriate governing body.
- (1) **Pre-application inquiries.** Prior to application for compliance review approval, representatives of the reviewing authority will be available to discuss with applicants any of the processes, regulations, and standards related to development objectives. Anyone unfamiliar with LDC requirements is strongly encouraged to consult the LDC and make sufficient inquiries to the county before submitting an application in order to avoid delays or penalties. As identified in this chapter, a meeting with review personnel is required for certain development review activities but are encouraged for all.
- Applicants for any land use or development activity on Pensacola Beach property for which a pre-application meeting is not required shall consult with staff of the SRIA to review for any lease conditions that may affect the proposed use or activity.
- (2) **Authority to apply.** The applicant for compliance review shall be the owner of the subject land or be appropriately authorized by the landowner to submit an application. Where a proposed use or activity involves multiple parcels, common ownership or similar unified authorization shall be documented. For Pensacola Beach leaseholds the applicant shall be the lessee or authorized by the same. Authority to apply may be confirmed through public records or other means established and appropriate for the specific approval requested. For all applications it remains solely the responsibility of the applicant to obtain valid authorization of the landowner.
- (3) **Fees.** Where authorized by the BCC, payment of fees shall be required at the time of application or at the time the requested approval or other service is provided, according to the adopted procedures of the reviewing authorities.

(c) Final determination. The final determination on an application typically follows the applicant's final response to review comments or the conclusion of any required public hearing testimony. The time necessary for an application to conclude with a final determination varies with the reviewing authority and compliance review.

(1) Approval. Confirmation that a requested land use or development activity complies with all applicable LDC provisions is the issuance of a written document of final approval. At a minimum, the document shall identify the subject site, the action approved, the approving authority, the date and period of approval, and any site-specific conditions of the approval. Approval authorizes the applicant, subject to the continuing obligation of the approval terms and conditions, to commence the proposed use or activity. Use or activity other than that approved, or failure to comply with approval terms and conditions is a violation of the LDC and is subject to enforcement and the penalties prescribed.

(2) Approval conditions. The LDC establishes both general and specific conditions of approval and may authorize other reasonable conditions considered necessary to address impacts of approvals and carry out the purposes of the LDC. After final county approval, no new conditions can be imposed and no existing conditions can be removed except by the established appeal provisions. Additionally, except as required by Florida Statutes for requested zoning changes necessary to properly enact a proposed comprehensive plan amendment, no use or activity may be approved conditional to a proposed change in either the future land use category or zoning district. The following conditions apply to all approvals:

- a. Substantial conformance.** The implementation of an approval shall be in substantial conformance with the terms and conditions of the approval.
- b. Compliance inspections.** All approved development is subject to county inspections for compliance with the conditions of its approval, including any approved plan. All engineering designs shall require "as built" certification by a Florida registered professional engineer prior to final inspection.
- c. Other approvals.** All applicable state and federal permits shall be obtained before commencement of the approved development.

(3) Denial. For each application denied by the reviewing authority, the county shall inform the applicant in writing of the basis of the denial. Unless modified or overturned on appeal, a denial closes the original application. Any subsequent review for approval requires a new application and may incur a waiting period as set by department rules and procedures prior to any reapplication for substantially the same requested approval.

(4) Risk in proceeding. The decisions of approving authorities in the LDC compliance review are final unless overturned through a valid appeal process. The county shall issue authorizations for uses and activities according to the

decisions of these authorities. The applicant bears all risk in proceeding with an approved use or activity while the approval remains subject to appeal.

(5) Modification of approvals. It is unlawful to modify, amend, or otherwise deviate from an approval without first obtaining written authorization from the approving authority. Unless specifically established in the LDC or provided through a successful appeal, modification of an approval including its terms and conditions requires a new application for review. Approved uses or activities modified without authorization are subject to the penalties and increased fees specified by the BCC. No certificate of occupancy or similar acceptance of site conditions by the county shall be issued for any unauthorized land use or development activity. Modifications to approvals may be requested by the applicant as prescribed in this chapter, but requests for modifications to certified engineering designs shall only be accepted from the engineer of record and require approval by the County Engineer.

(d) Appeal. Any LDC compliance review applicant, or other aggrieved party as defined by Florida law, may appeal the decision of an administrative official or board in their administration of the LDC as prescribed in this chapter. Decisions subject to appeal include formal interpretations of LDC provisions by the Planning Official and the final approvals, conditions of approval, or denials of development applications. However, recommendations of administrative officials or boards in any matter are not subject to appeal. Avenues of appeal are as follows:

(1) County officials. A decision of a county official in his administration of the LDC may be appealed by application to the Board of Adjustment (BOA) for review within 15 days after the date of the official's decision according to the provisions for appeal of administrative decisions as prescribed in Article 6. Appeal of decisions made by the Building Official in his administration of the building code shall be according to the provisions of the Escambia County Code of Ordinances, Part I.

(2) Board of Adjustment. If the final determination of the BOA is denial, no new application for the same use on the same parcel can be accepted for review until at least 180 days from the date of the denial. A final determination of the BOA may be appealed by petitioning the circuit court for judicial review within 30 days after the date of the board's decision, and providing a copy of the petition to the clerk of the board. Appeal is limited to an applicant or to an adversely affected person who appeared before the BOA in the quasi-judicial hearing and asserted a position on the merits of the application.

(3) Santa Rosa Island Authority. The BCC may review and veto within thirty (30) days any substantive action taken by the SRIA involving changes in land use or the making or amending of commercial or developmental leases pursuant to Ch. 79-457, Laws of Florida."

(4) Planning Board. The recommendations of the Planning Board are not subject to appeal since they are the local planning agency's advice to the BCC.

- (4) Mobility.** Internal circulation systems promote both pedestrian and vehicular mobility, especially between residential areas and local public open space, schools, retail sales and services, and employment. Sidewalks are located on at least one side of every street to support safe pedestrian mobility within the development and appropriate access to surrounding uses.
- (5) Efficient land use.** An efficient use of land results in smaller networks of streets and utilities. If street rights-of-way are proposed to be less than standard width, easements will provide adequate space to install and maintain utilities.
- (6) Compatibility.** The development is compatible with surrounding areas and provides stable conditions and character to maintain long-term compatibility.

Sec. 2-6.9 Statutory development agreements.

At the request of an applicant or the county, a voluntary development agreement may be entered into that would vest certain conditions agreed to by both parties according to the requirements of Florida Statutes. The form of the development agreement shall be approved through the County Attorney's Office. The Planning Board shall conduct the first of two public hearings required by law. The BCC shall conduct the second public hearing, with final adoption of the development agreement requiring a majority vote of the BCC.

Section 2-6.10 Appeal of Administrative Decisions

- (a) Appeal option.** Any person whose substantial interests have been adversely affected by an error in the order, requirement, interpretation, or determination of an administrative official regarding compliance with the requirements of the LDC may appeal that decision according to the provisions of this section. The provisions do not apply to decisions regarding administration of the building code, actions of code enforcement officers, or challenges of consistency of LDC regulations with the Comprehensive Plan. A claim to appeal or challenge the consistency of a development order with the adopted Comprehensive Plan must be filed with the Clerk of the Circuit Court of Escambia County pursuant to Florida Statute 163.3215.
- (b) Appeal process.** Conditions that may justify modification of administrative decisions are evaluated through quasi-judicial public hearing review by the Board of Adjustment (BOA).
 - (1) Application.** Application for appeal of an administrative decision shall be submitted for compliance review within 15 days after the date of the decision being appealed. A quasi-judicial public hearing for the appeal shall be scheduled to occur within 30 business days after receipt of a complete application. The application shall provide information as required by the adopted appeal procedures, including the following:
 - a. Decision appealed.** A copy of the written administrative decision to be reviewed on appeal.
 - b. LDC reference.** Identification of the specific LDC provisions for which noncompliance is alleged.

- c. **Alleged error.** A description of how the decision of the administrative official is considered arbitrary or capricious.
 - d. **Conditions.** Documentation satisfying the conditions established in the compliance review provisions of this section.
 - e. **Remedy.** A description of the proposed remedy.
 - f. **Other information.** Any other pertinent information the applicant wishes to have considered.
- (2) **Public participation.** Hearings to consider an appeal of administrative decision shall be open to the public. Prior to any hearing to consider an appeal of administrative decision, the county shall provide reasonable notice to the public as required by Florida Statutes. Although the hearing before the BOA is open to the public, only those person or entities with “standing” will be allowed to present testimony or other evidence during the hearing. Persons with standing include:
- a. The applicant or other person who received the complained of adverse decision from the county administrative official.
 - b. Those persons who are third parties to the administrative decision and who suffer an adverse impact that differs in kind (as opposed to degree) to any adverse impact suffered by the community as a whole.
- (3) **Compliance review.** The BOA shall conduct the quasi-judicial public hearing to consider the appeal of an administrative decision. The applicant has the burden of presenting competent substantial evidence to the board that establishes each of the following conditions with regard to the decision being appealed:
- a. **Arbitrary or capricious.** The decision of the administrative official was neither required nor supported by the Comprehensive Plan or the LDC and was therefore arbitrary or capricious.
 - b. **LDC noncompliance.** The specific LDC provisions identified in the appeal application are appropriate to the decision and the decision was not in compliance with those provisions.
 - c. **Adverse impact.** The applicant’s property will suffer an adverse impact as a result of the decision if it is not modified.
 - d. **Protected interest.** The adverse impact is to a specific interest protected or furthered by the LDC or Comprehensive Plan.
 - e. **Greater impact.** The adverse impact adversely affects the applicant in a greater degree than any adverse impact shared by the community at large; and, if the applicant is a third party to the decision, the adverse impact peculiar to the applicant differs in kind (as opposed to degree) to any suffered by the community as a whole.
- (4) **Final determination.**

- a. **Board finding.** If the BOA finds from the record of the hearing that the applicant has presented competent substantial evidence proving the required conditions set out in the compliance review provisions of this section, the board shall find the appealed decision in error. The finding shall state with particularity how the decision of the administrative official was arbitrary or capricious. If the conditions are not proven the board shall affirm the decision.
- b. **Board authority.** The BOA shall have the same authority and responsibility to change a decision found to be in error as is given by the LDC to the official who made the decision, but no more. The board may act only to the extent supported by the established record of evidence and only as necessary to maintain compliance with the LDC and the Comprehensive Plan. The board cannot offer opinions or interpretations generally. The authority of the board to act as the official does not include any authority to diminish or otherwise change the application of any technical design standard or specification established or referenced in the LDC, to change any concurrency management provisions, or to exempt any development from required compliance review and approval.

Ord. No. 2015-18, § 2, 6-25-15)

Sec. 1-1.10 Adjustments to LDC provisions.

The provisions of the LDC apply without any exceptions, exemptions, alternatives, waivers, variances or other adjustments unless such adjustments are specifically established within the code. For some unusual or unanticipated circumstances the LDC allows limited criterion-based variances to provide site-specific relief, and may include alternative requirements to provide flexibility or encourage minimum standards to be exceeded. Except for such provisions, only the lawful amendment of the LDC can permit what is not otherwise authorized. Nothing in the LDC shall allow, encourage or require any change to its provisions except through the formal amendment process established within the LDC and Florida Statutes.

Sec. 1-1.11 Rules for understanding LDC provisions.

- (a) General.** The LDC shall be interpreted and administered broadly by the administrative authorities described in this chapter to achieve its declared purposes. In the interpretation and administration of any LDC provisions, they shall be understood to be the minimum requirements adopted by the BCC for the promotion of the public health, safety and general welfare. It is presumed that the intent of the BCC in a particular provision of the code is expressed by the wording of that provision. Further, the BCC is presumed to act intentionally and purposely when it includes language in one section of the code but omits it in another. The rules of interpretation prescribed in this section shall be observed in the implementation of all LDC provisions.
- (b) Confirmation of meaning.** The meaning of a provision in the LDC must first be evaluated according to the plain language of the provision. If the meaning is clear, then the remaining administrative function is to enforce it according to its stated terms. If the provision is unclear, its meaning shall be determined in consideration of other LDC provisions on the same subject, giving priority to those closest in context. Individual provisions must be interpreted so as to be internally consistent and not disconnected from the rest of the LDC. Every part of a provision is presumed to have some effect, and must not be treated as having no effect unless absolutely necessary.
- (c) Delegation of authority.** When a provision of the LDC authorizes the County Administrator, County Engineer, Planning Official, Building Official, or other county officer or employee to perform some act or duty, the provision also authorizes that individual to delegate the performance of that act or duty to other qualified county employees under his authority, unless the terms of the provision clearly indicate otherwise. Similarly, when a provision authorizes the Santa Rosa Island Authority Board (SRIA) to perform some act or duty, the provision also authorizes the board to delegate the performance of that act or duty to qualified individuals under the board's authority.
- (d) Particular and general.** A particular intent expressed in the LDC has authority over a general one, such that when there is a more specific requirement it must be followed in place of a more general one, regardless of whether the general requirement is more lenient or in conflict with the specific one.

(e) **Use of words.** The use of words within the LDC shall be understood according to the following rules:

(1) **Definitions.** In addition to the rules of this section and those terms defined where used, definitions of selected terms used within the LDC are provided in Chapter 6. Words not defined within the LDC, and not otherwise having acquired a meaning by other applicable regulatory definition or judicial construction, shall be understood according to their usual, ordinary and customary meanings.

(2) **Tense and form.** Words used in one tense or form include other tenses or derivative forms, unless the context clearly indicates otherwise.

(3) **Singular and plural.** Words used in the singular include the plural and words in the plural include the singular, unless the context clearly indicates otherwise.

(4) **Gender.** Words used in the masculine, feminine, or neuter gender include the other genders.

(5) **Mandatory, permissive, and advisory.** The words "shall," "will" and "must" are mandatory in nature and always require compliance where used. The word "may" is permissive, authorizing but not requiring action. The word "should" is advisory only, identifying recommendations provided by the county in the implementation of regulations.

(6) **Conjunctions.** Unless the context clearly indicates otherwise, where a regulation connects items, conditions, provisions or events, the conjunctions shall be interpreted as follows:

a. **And.** The word "and" indicates that all the connected terms, conditions, provisions, or events apply.

b. **Or.** The word "or" indicates that the connected items, conditions, provisions, or events may apply singly or in any combination.

c. **Either or.** The words "either . . . or" indicate that the connected items, conditions, provisions, or events apply singly but not in combination.

(7) **Written or in writing.** The words "written" and "in writing" include any representation of words, letters, diagrams or figures, whether by handwriting, printing or other forms of recording.

(8) **Used for or as.** The words "used for" and "used as" include intended, designed, arranged, occupied and maintained for or as, unless the context clearly indicates otherwise.

(9) **Including or includes.** The words "including" and "includes" do not limit a provision to the specific example or series of examples it contains.

(f) **Computation of time.** Unless otherwise specifically provided, a "day" means a calendar day and a "year" means 365 days. In computing any period of time allowed or prescribed by the LDC, the day from which the period begins to run is not included. The day after the act or event that begins the period is day one. The last day of the computed period is included, unless it is a Saturday, Sunday or legal holiday observed by the county. In that case the period will run until the end of the

next day that is not a Saturday, Sunday or observed legal holiday. In computing any period of months, the period ends on the same or closest numbered day of the ending month as the number of the beginning day in the beginning month.

- (g) **Controlling text.** If there is any inconsistency between the text of the LDC and any picture, illustration, drawing, map, table, or caption within the LDC, the text governs unless otherwise specifically provided.
- (h) **Headings and titles.** Headings and titles within the chapters of the LDC, typically in boldface or italic type, are only included to indicate content and organization for the convenience of the reader. Such headings are only catchwords and do not by their presence or absence govern, limit, modify, or in any manner affect the scope, meaning, or intent of any provision of the LDC. Accordingly, no provision of the LDC will be held invalid by reason of deficiency in any heading or title of any chapter, article, section or other part.

Sec. 1-1.12 Appeal of LDC-based determinations.

Those persons whose substantial interests have been adversely affected by an interpretation or other administrative determination of a county official or body exercising authority under the LDC, including the SRIA, have the right to a review of that determination. Review of any such action may be requested following the appealable action as prescribed in Chapter 2. However, review of citations by code enforcement officers shall be as prescribed in Part I of the Escambia County Code of Ordinances. Additionally, any challenge to the consistency of either a development approval or a provision of the LDC with the Comprehensive Plan shall be made in the manner prescribed by Florida Statutes.

Sec. 1-1.13 Relation of LDC to other authorities.

- (a) **Code of Ordinances.** The LDC exists as Part III of the Escambia County Code of Ordinances to implement the land use goals, objectives and policies of Part II, the Comprehensive Plan. Except in their administration and enforcement, or where specific references are made to other county ordinances, the Comprehensive Plan, LDC, and the Design Standards Manual (DSM) are to be construed independently of Part I.
- (b) **Building Code.** The LDC establishes certain land use regulations for buildings and prescribes development standards for sites they occupy, but the construction of buildings and other structures is regulated through the Florida Building Code and other provisions prescribed within Part I of the Code of Ordinances.
- (c) **Non-county entities.** Non-county entities also regulate, govern, or otherwise influence the use or development of land. However, it is the responsibility of each property owner to determine those entities that have jurisdiction affecting their property, its use, or activities upon it, and to adequately communicate with them. The county may assist in directing the applicant to appropriate agencies or entities, but in doing so the county assumes no responsibility or liability in any way for any owner's failure to adhere to any restrictions or requirements of those or other entities.

commercial or industrial. Rezoning to Commercial is subject to the same location criteria as any new non-residential use proposed within the Commercial district.

(Ord. No. 2015-56, § 4, 12-10-2015; Ord. No. 2016-02, § 2, 1-7-2016; 2016-31 § 1, 8-4-2016))

Sec. 3-2.11 Heavy Commercial and Light Industrial district (HC/LI).

(a) Purpose. The Heavy Commercial and Light Industrial (HC/LI) district establishes appropriate areas and land use regulations for a complementary mix of industrial uses with a broad range of commercial activities. The primary intent of the district is to allow light manufacturing, large-scale wholesale and retail uses, major services, and other more intense uses than allowed in the Commercial district. The variety and intensity of non-residential uses within the HC/LI district is limited by their compatibility with surrounding uses. All commercial and industrial operations are limited to the confines of buildings and not allowed to produce undesirable effects on other property. To retain adequate area for commercial and industrial activities, other uses within the district are limited.

(b) Permitted uses. Permitted uses within the HC/LI district are limited to the following:

(1) Residential. Any residential uses if outside of the Industrial (I) future land use category and part of a predominantly commercial development, excluding new or expanded manufactured (mobile) home parks and subdivisions. See also conditional uses in this district.

(2) Retail sales. Retail sales, including sales of alcoholic beverages, sales of automotive fuels, and sales of new and used automobiles, motorcycles, boats, and manufactured (mobile) homes.

(3) Retail services.

- a. Car washes, automatic or manual, full service or self-serve.
- b. Child care facilities.
- c. Hotels, motels and all other public lodging, including boarding and rooming houses.
- d. Personal services, including those of beauty shops, health clubs, pet groomers, dry cleaners and tattoo parlors.
- e. Professional services, including those of realtors, bankers, accountants, engineers, architects, dentists, physicians, and attorneys.
- f. Rental of automobiles, trucks, utility trailers and recreational vehicles.
- g. Repair services, including appliance repair, furniture refinishing and upholstery, watch and jewelry repair, small engine and motor services, and major motor vehicle and boat service and repair, but excluding outdoor work or storage.
- h. Restaurants and brewpubs, including on-premises consumption of alcoholic beverages, drive-in and drive-through service, and brewpubs with the distribution of on-premises produced alcoholic beverages for off-site sales. The parcel boundary of any restaurant or brewpub with drive-in or drive-

through service shall be at least 200 feet from any LDR or MDR zoning district unless separated by a 50-foot or wider street right-of-way.

- i. Taxi and limousine services.

See also conditional uses in this district.

(4) Public and civic.

- a. Broadcast stations with satellite dishes and antennas, including towers.
- b. Cemeteries, including family cemeteries.
- c. Community service facilities, including auditoriums, libraries, museums, and neighborhood centers.
- d. Educational facilities, including preschools, K-12, colleges, and vocational schools.
- e. Emergency service facilities, including law enforcement, fire fighting, and medical assistance.
- f. Funeral establishments.
- g. Homeless shelters.
- h. Hospitals.
- i. Offices for government agencies or public utilities.
- j. Places of worship.
- k. Public utility structures, including telecommunications towers, but excluding industrial uses not otherwise permitted.

See also conditional uses in this district.

(Ord. No. 2015-24, § 1, 7-7-15)

(5) Recreation and entertainment.

- a. Commercial entertainment facilities, indoor or outdoor, including movie theatres, amusement parks, and stadiums, but excluding motorsports facilities. Carnival-type amusements shall be at least 500 feet from any residential district. Bars, nightclubs, and adult entertainment are prohibited in areas with the zoning designation HC/LI-NA or areas zoned ID-CP or ID-1 prior to adoption of HC/LI zoning.
- b. Commercial recreation facilities, passive or active, including those for walking, hiking, bicycling, camping, recreational vehicles, swimming, skateboarding, bowling, court games, field sports, and golf, but excluding off-highway vehicle uses and outdoor shooting ranges. Campgrounds and recreational vehicle parks require a minimum lot area of five acres.
- c. Marinas, private and commercial.
- d. Parks, with or without permanent restrooms or outdoor event lighting.

See also conditional uses in this district.

(6) Industrial and related.

- a. Light industrial uses, including research and development, printing and binding, distribution and wholesale warehousing, and manufacturing, all completely within the confines of buildings and without adverse off-site impacts.
- b. Marinas, industrial.
- c. Microbreweries, microdistilleries, and microwineries, except in areas with the zoning designation HC/LI-NA or areas zoned ID-CP or ID-1 prior to adoption of HC/LI zoning.

See also conditional uses in this district.

(7) Agricultural and related.

- a. Food produced primarily for personal consumption by the producer, but no farm animals.
- b. Nurseries and garden centers, including adjoining outdoor storage or display of plants.
- c. Veterinary clinics, excluding outside kennels.

See also conditional uses in this district.

(8) Other uses.

- a. Billboards structures, excluding areas zoned ID-CP, GBD, or GID prior to adoption of HC/LI zoning.
- b. Building or construction trades shops and warehouses, including on-site outside storage.
- c. Bus leasing and rental facilities.
- d. Deposit boxes for donation of used items when placed as an accessory structure on the site of a charitable organization.
- e. Outdoor adjacent display of plants by garden shops and nurseries.
- f. Outdoor sales.
- g. Outdoor storage of trailered boats and operable recreational vehicles, excluding repair, overhaul or salvage activities.
- h. Parking garages and lots, commercial.
- i. Sales and outdoor display of prefabricated storage sheds.
- j. Self-storage facilities, including vehicle rental as an accessory use.

(c) Conditional uses. Through the conditional use process prescribed in Chapter 2, the BOA, or the BCC as noted, may conditionally allow the following uses within the HC/LI district:

- (1) Residential.** Caretaker residences not among the permitted uses of the district and for permitted non-residential uses.
- (2) Retail services.** Restaurants not among the permitted uses of the district.

(3) Public and civic. Cinerators.

(4) Recreation and entertainment.

- a. Motorsports facilities on lots 20 acres or larger.
- b. Off-highway vehicle commercial recreation facilities on lots 20 acres or larger.
- c. Shooting ranges, outdoor.

(5) Industrial and related.

- a. Asphalt and concrete batch plants if within the Industrial (I) future land use category and within areas zoned GID prior to adoption of HC/LI zoning.
- b. Borrow pits and reclamation activities 20 acres minimum and (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and land use regulations in Part III, the Land Development Code, chapter 4.) *Borrow pits are prohibited on land zoned GBD, GID, and WMU prior to the adoption of the HC/LI zoning.
- c. Salvage yards not otherwise requiring approval as solid waste processing facilities.
- d. Solid waste processing facilities, including solid waste collection points, solid waste transfer facilities, materials recovery facilities, recovered materials processing facilities, recycling facilities and operations, resource recovery facilities and operations, and volume reduction plants.

The conditional use determination for any of these solid waste facilities shall be made by the BCC in lieu of any hearing before the BOA. The applicant shall submit a site boundary survey, development plan, description of anticipated operations, and evidence that establishes each of the following conditions in addition to those prescribed in Chapter 2:

- 1. Trucks have access to and from the site from adequately wide collector or arterial streets and do not use local residential streets.
- 2. The scale, intensity, and operation of the use will not generate unreasonable noise, traffic, objectionable odors, dust, or other potential nuisances or hazards to contiguous properties.
- 3. The processing of materials will be completely within enclosed buildings unless otherwise approved by the BCC.
- 4. The plan includes appropriate practices to protect adjacent land and resources, minimize erosion, and treat stormwater; landscaping and buffering for adjacent uses; hours of operation; methods to comply with maximum permissible noise levels; means of access control to prevent illegal dumping; and plans for materials storage.

(6) Agricultural and related. Kennels or animal shelters not interior to veterinary clinics.

(7) Other uses.

- a. Structures of permitted uses exceeding the district structure height limit.
- b. Heliports.

(d) Site and building requirements. The following site and building requirements apply to uses within the HC/LI district:

- (1) Density.** A maximum density of 25 dwelling units per acre. Lodging unit density is not limited by zoning.
- (2) Floor area ratio.** A maximum floor area ratio of 1.0 within the Commercial (C) and Industrial (I) future land use categories, and 2.0 within Mixed-Use Urban (MU-U).
- (3) Structure height.** A maximum structure height of 150 feet above highest adjacent grade.
- (4) Lot area.** No minimum lot area unless prescribed by use.
- (5) Lot width.** No minimum lot width required by zoning.
- (6) Lot coverage.** Minimum pervious lot coverage of 15 percent (85 percent maximum semi-impervious and impervious cover) for all uses. A maximum 75 percent of lot area occupied by principal and accessory buildings on lots of non-residential uses.
- (7) Structure setbacks.** For all principal structures, minimum setbacks are:
 - a. **Front and rear.** Fifteen feet in both front and rear.
 - b. **Sides.** Ten feet on each side, including any group of attached townhouses. For structures exceeding 35 feet above highest adjacent grade, an additional two feet for each additional 10 feet in height.
 - c. **Corner lots.** Will have one front setback and one side setback.

(8) Other requirements.

- a. **Access.** For any industrial use south of Well Line Road, site access shall be provided by curb cuts on an arterial or collector street. Alternatively, a private or public street may link the site to an arterial or collector, provided that the private or public street does not traverse a residential subdivision or predominantly residential neighborhood between the site and the arterial or collector street.
 - b. **Chapters 4 and 5.** Refer to chapters 4 and 5 for additional development regulations and standards.
- (e) Location criteria.** All new non-residential uses proposed within the HC/LI district that are not part of a planned unit development or not identified as exempt by district regulations shall be on parcels that satisfy at least one of the following location criteria:
- (1) Proximity to intersection.** Along an arterial street and within one-quarter mile of its intersection with an arterial street.

- (2) **Site design.** Along an arterial street, no more than one-half mile from its intersection with an arterial street, and all of the following site design conditions:
- a. Not abutting a RR, LDR or MDR zoning district
 - b. Any intrusion into a recorded residential subdivision is limited to a corner lot
 - c. A system of service roads or shared access is provided to the maximum extent feasible given the lot area, lot shape, ownership patterns, and site and street characteristics.
 - d. Adverse impacts to any adjoining residential uses are minimized by placing the more intensive elements of the use, such as solid waste dumpsters and truck loading/unloading areas, furthest from the residential uses.
 - e. Location in an area where already established non-residential uses are otherwise consistent with the HC/LI, and where the new use would constitute infill development of similar intensity as the conforming development on surrounding parcels. Additionally, the location would promote compact development and not contribute to or promote strip commercial development.
- (3) **Documented compatibility.** A compatibility analysis prepared by the applicant provides competent substantial evidence of unique circumstances regarding the parcel or use that were not anticipated by the alternative criteria, and the proposed use will be able to achieve long-term compatibility with existing and potential uses. Additionally, the following conditions exist:
- a. The parcel has not been rezoned by the landowner from the mixed-use, commercial, or industrial zoning assigned by the county.
 - b. If the parcel is within a county redevelopment district, the use will be consistent with the district's adopted redevelopment plan, as reviewed and recommended by the Community Redevelopment Agency (CRA).

(f) Rezoning to HC/LI.

- (1) **Generally.** Heavy Commercial and Light Industrial zoning may be established only within the Mixed-Use Urban (MU-U), Commercial (C), or Industrial (I) future land use categories. The district is appropriate to provide transitions between areas zoned or used for commercial and areas zoned or used for industrial. The district is suitable for areas able to receive bulk deliveries by truck in locations served by major transportation networks and able to avoid undesirable effects on nearby property and residential uses. Rezoning to HC/LI is subject to the same location criteria as any non-residential use proposed within the HC/LI district.
- (2) **HC/LI-NA designation.** Any applicant for rezoning to the HC/LI zoning district may request a HC/LI-NA designation prohibiting the subsequent establishment of any microbreweries, microdistilleries, microwineries, bars, nightclubs, or adult entertainment uses on the rezoned property. The request shall be in the form of a notarized affidavit that acknowledges this use restriction and affirms that it is a voluntary request. Once approved according to the rezoning process of Chapter 2, the HC/LI-NA zoning designation and its prohibitions shall apply to the property, regardless of ownership, unless the parcel is rezoned.
(Ord. No. 2015-56, § 5, 12-10-2015; Ord. No. 2016-2, § 3, 1-7-2016)

2-2 - Access management.

Vehicular access to public roadways shall be accomplished by means of an improved access facility (i.e., driveway, private road, etc.). Unimproved and/or unrestricted access will not be permitted. All driveways and streets shall be designed and constructed pursuant to the design standards in the most recent edition of the "A Policy on Geometric Design of Highways and Streets" by the American Association of State Highway Transportation Officials" and/or "The Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways," and FDOT.

2-2.1 *Access location.* Unless otherwise approved by the county engineer, in order to reduce turning movements on roadways, new access points to development sites or projects should be as follows:

Posted Speed (mph)	Distance Between Access Points (feet)
> 45	440
36—45	245
35 or less	125

For parcels which front two or more roadways, access shall be permitted onto the higher class roadway if the driveway location can meet the driveway separation standard shown above.

2-2.2 *Pedestrian access.*

- (a) *Commercial development.* For commercial sites with buildings individually or cumulatively 50,000 GSF or greater, pathways through parking lots and across driveways between buildings and out parcels shall be provided for pedestrians. Such pathways shall be separated from vehicle driveways and shall be clearly identified by curbs, pavement markings, planting areas, fences or similar features designed to promote pedestrian safety.
- (b) *Sidewalks.* Sidewalks are to be constructed along the frontage of a development if any of the following conditions apply:
 1. An existing sidewalk abuts the development, or is on one or both sides of an intervening/intersecting street.
 2. The need for site specific improvements are identified within an approved Florida/Alabama TPO Bike/Pedestrian Master Plan.
 3. When 50 percent or more of any developable portion of the property is within two miles of public school property as measured radially from the school's main front office entrance.

(c) **Motions Not Restricted.** This rule does not restrict a party's right to move to file documents under seal.

RULE 9.100. ORIGINAL PROCEEDINGS

(a) **Applicability.** This rule applies to those proceedings that invoke the jurisdiction of the courts described in rules 9.030(a)(3), (b)(2), (b)(3), (c)(2), and (c)(3) for the issuance of writs of mandamus, prohibition, quo warranto, certiorari, and habeas corpus, and all writs necessary to the complete exercise of the courts' jurisdiction; and for review of non-final administrative action.

(b) **Commencement; Parties.** The original jurisdiction of the court shall be invoked by filing a petition, accompanied by any filing fees prescribed by law, with the clerk of the court having jurisdiction. The parties to the proceeding shall be as follows:

(1) If the petition seeks review of an order entered by a lower tribunal, all parties to the proceeding in the lower tribunal who are not named as petitioners shall be named as respondents.

(2) If the original jurisdiction of the court is invoked to enforce a private right, the proceedings shall not be brought on the relation of the state.

(3) The following officials shall not be named as respondents to a petition, but a copy of the petition shall be served on the official who issued the order that is the subject of the petition:

(A) Judges of lower tribunals shall not be named as respondents to petitions for certiorari;

(B) Individual members of agencies, boards, and commissions of local governments shall not be named as respondents to petitions for review of quasi-judicial action; and

(C) Officers presiding over administrative proceedings, such as hearing officers and administrative law judges, shall not be named as respondents to petitions for review of non-final agency action.

(c) Petitions for Certiorari; Review of Non-Final Agency Action; Review of Prisoner Disciplinary Action. The following shall be filed within 30 days of rendition of the order to be reviewed:

- (1) A petition for certiorari.
- (2) A petition to review quasi-judicial action of agencies, boards, and commissions of local government, which action is not directly appealable under any other provision of general law but may be subject to review by certiorari.
- (3) A petition to review non-final agency action under the Administrative Procedure Act.
- (4) A petition challenging an order of the Department of Corrections entered in prisoner disciplinary proceedings.

(d) Orders Excluding or Granting Access to Press or Public.

(1) A petition to review an order excluding the press or public from, or granting the press or public access to, any proceeding, any part of a proceeding, or any records of the judicial branch, shall be filed in the court as soon as practicable following rendition of the order to be reviewed, if written, or announcement of the order to be reviewed, if oral, but no later than 30 days after rendition of the order. A copy of the petition shall be furnished to the person (or chairperson of the collegial administrative agency) issuing the order, the parties to the proceeding, and any affected non-parties, as defined in Florida Rule of Judicial Administration 2.420.

(2) The court shall immediately consider the petition to determine whether a stay of proceedings in the lower tribunal or the order under review is appropriate and, on its own motion or that of any party, the court may order a stay on such conditions as may be appropriate. Any motion to stay an order granting access to a proceeding, any part of a proceeding, or any records of the judicial branch made under this subdivision must include a signed certification by the movant that the motion is made in good faith and is supported by a sound factual

1996 Amendment. Rule of Judicial Administration 2.135 now mandates that the Rules of Appellate Procedure control in all appellate proceedings.

RULE 9.020. DEFINITIONS

The following terms have the meanings shown as used in these rules:

(a) Administrative Action. Administrative action shall include:

(1) final agency action as defined in the Administrative Procedure Act, chapter 120, Florida Statutes;

(2) non-final action by an agency or administrative law judge reviewable under the Administrative Procedure Act;

(3) quasi-judicial decisions by any administrative body, agency, board or commission not subject to the Administrative Procedure Act; and

(4) administrative action for which judicial review is provided by general law.

(b) Clerk. The person or official specifically designated as such for the court or lower tribunal; if no person or official has been specifically so designated, the official or agent who most closely resembles a clerk in the functions performed.

(c) Court. The supreme court; the district courts of appeal; and the circuit courts in the exercise of the jurisdiction described by rule 9.030(c), including the chief justice of the supreme court and the chief judge of a district court of appeal in the exercise of constitutional, administrative, or supervisory powers on behalf of such courts.

(d) Family Law Matter. A matter governed by the Florida Family Law Rules of Procedure.

(e) Lower Tribunal. The court, agency, officer, board, commission, judge of compensation claims, or body whose order is to be reviewed.

(f) **Order.** A decision, order, judgment, decree, or rule of a lower tribunal, excluding minutes and minute book entries.

(g) **Parties.**

(1) **Appellant.** A party who seeks to invoke the appeal jurisdiction of a court.

(2) **Appellee.** Every party in the proceeding in the lower tribunal other than an appellant.

(3) **Petitioner.** A party who seeks an order under rule 9.100 or rule 9.120.

(4) **Respondent.** Every other party in a proceeding brought by a petitioner.

(h) **Applicability of Florida Rules of Judicial Administration.** The Florida Rules of Judicial Administration are applicable in all proceedings governed by these rules, except as otherwise provided in these rules. These rules shall govern where in conflict with the Florida Rules of Judicial Administration.

(i) **Rendition (of an Order).** An order is rendered when a signed, written order is filed with the clerk of the lower tribunal. However, unless another applicable rule of procedure specifically provides to the contrary, if a final order has been entered and there has been filed in the lower tribunal an authorized and timely motion for new trial, for rehearing, for certification, to alter or amend, for judgment in accordance with prior motion for directed verdict, for arrest of judgment, to challenge the verdict, to correct a sentence or order of probation pursuant to Florida Rule of Criminal Procedure 3.800(b)(1), to withdraw a plea after sentencing pursuant to Florida Rule of Criminal Procedure 3.170(l), or to vacate an order based upon the recommendations of a hearing officer in accordance with Florida Family Law Rule of Procedure 12.491, the following exceptions apply:

(1) If such a motion or motions have been filed, the final order shall not be deemed rendered as to any existing party until the filing of a signed, written order disposing of the last of such motions.

(2) If such a motion or motions have been filed, a signed, written order granting a new trial shall be deemed rendered when filed with the clerk, notwithstanding that other such motions may remain pending at the time.

(3) If such a motion or motions have been filed and a notice of appeal is filed before the filing of a signed, written order disposing of all such motions, the appeal shall be held in abeyance until the filing of a signed, written order disposing of the last such motion.

(j) Rendition of an Appellate Order. If any timely and authorized motion under rule 9.330 or 9.331 is filed, the order shall not be deemed rendered as to any party until all of the motions are either withdrawn or resolved by the filing of a written order.

(k) Signed. A signed document is one containing a signature as provided by Florida Rule of Judicial Administration 2.515(c).

Committee Notes

1977 Amendment. This rule supersedes former rule 1.3. Throughout these rules the defined terms have been used in their technical sense only, and are not intended to alter substantive law. Instances may arise in which the context of the rule requires a different meaning for a defined term, but these should be rare.

The term “administrative action” is new and has been defined to make clear the application of these rules to judicial review of administrative agency action. This definition was not intended to conflict with the Administrative Procedure Act, chapter 120, Florida Statutes (1975), but was intended to include all administrative agency action as defined in the Administrative Procedure Act. The reference to municipalities is not intended to conflict with article VIII, section 1(a), Florida Constitution, which makes counties the only political subdivisions of the state.

The term “clerk” retains the substance of the term “clerk” defined in the former rules. This term includes the person who in fact maintains records of proceedings in the lower tribunal if no person is specifically and officially given that duty.

EXHIBIT 8

**THE OFFICE OF ENVIRONMENTAL CODE ENFORCEMENT
SPECIAL MAGISTRATE
IN AND FOR THE
COUNTY OF ESCAMBIA, STATE OF FLORIDA**

ESCAMBIA COUNTY, FLORIDA

v.

**Sean's Outpost Inc.
1999 Massachusetts Ave.
Pensacola, FL 32505**

**CASE NO.: CE160100023
Location: 1999 Mass. Ave.
PR# 122#307002000000**

AMENDED ORDER¹

Pursuant to Chapter 30, Article II, Section 30-34, Escambia County Code of Ordinances, this matter, after written notice to all parties, was heard on July 27, 2016, before Robert O. Beasley, Special Magistrate, Office of Environmental Code Enforcement, upon an alleged violation of the Ordinances of Escambia County, State of Florida.

I. Statement of the Case

The matter came to hearing upon a Notice of Violation issued June 20, 2016. The alleged violations of the Land Development Code include: Sec. 4-7.13, Article 1, Sec. 1-1.7 and Sec. 2-1.3.

II. The Evidence.

For the last two years Sean's Outpost has used its property by allowing members of the homeless population to reside there in temporary structures. The number of campsites have varied but at all times there has existed on the property an average of ten (10) to fifteen (15)

¹ Amended in accordance with the Notice of Exceptions and Motion to Amend filed by the Petitioner, Escambia County, Florida. The undersigned has determined that the suggested amendments do not materially or substantially effect the Order and that amendment to reference the current LDC sections is necessary for clarification.

primitive shelters made of either tent material, canvas or plastic tarps. The only structure on the property is a small storage shed. At some point porta-potties were provided through an area vendor. The testimony is that these facilities are serviced or replaced on a regular basis. In addition, a dumpster provided for trash is also regularly serviced or replaced by a commercial vendor

Mr. Michael Kimberl testified as a representative of Sean's Outpost. He described their mission as providing a safe environment for the area homeless so that their basic needs of shelter and security are met. This admirable effort allows the first step in a progression which leads hopefully to what was described as a "street graduation;" enabling a person to transition into a more permanent and stable living situation. Mr. Kimberl also provided statistics related to the area homeless population. It is clear Sean's Outpost is providing a service to the community as a whole and, if adequately funded and supported, would complement the other community resources for the homeless population. Mr. Kimberl described the original intent of the initiative which was a much larger concept, including bath houses and a dining facility. Funding restrictions have, however, limited the mission to the existing level of service.

Prior to, and at the time of purchase, the subject property was vacant and zoned as HC/LI (Heavy Commercial/Light Industrial). The County position is that the change of use from vacant to the existing use is a "development" pursuant to LDC. The Respondent suggested that because the population of the camps are homeless, making it a homeless camp, there is no specific zoning or regulation of this type of activity Sean's Outpost is admittedly soliciting people to come to its property to set up a primitive camp and receive the benefit of the services and facilities it is providing. It does not matter that the population of its customers is homeless or that that

property owner is electing not to charge for the accommodations.

The Respondent described its efforts to achieve compliance under the LDC. To address the issue of whether the facility is a campground under Florida Statutes an application was made to the Florida Department of Health. A letter of determination was issued which declared that the activity was not a regulated campground. There was no evidence related to the content of the application or the representations made to the Department of Health from which they reached this conclusion. This agency determination relieves the Respondent of the burdens of regulation by the Department of Health but does not prohibit Escambia County from making its own determination as to whether the use is a development and classifying the use under the most appropriate category of the Land Development Code.

III. Analysis and Findings.

After a review of the evidence and relevant legal authority the undersigned makes the following findings:

The Notice of Violation dated January 20, 2016, cites the Respondent for violation of LDC sections 4-7.13, 1-1.7, and 2-1.3. The Respondent is in violation of the cited sections. As to 4-7.13, the campsites are temporary in structure and design but the use is of a permanent nature. Mr. Kimberl acknowledged the tents are used for greater than fourteen (14) days in any calendar year, and that there is no limit on the amount of time a person may use a campsite as long as they are complying with the camp rules. In addition, the provision of restroom and garbage facilities by the property owner supports the conclusion that this use is outside the temporary nature contemplated by LDC 4-7.13.

The Respondent is also in violation of LDC Sections 1-1.7 and 2-1.3 for engaging in a

commercial use of the land without having obtained the necessary approvals for the development. I agree with the County that the current use by Sean's Outpost constitutes a development activity and that the property owner must obtain any and all necessary permits to legally conduct this activity. I do not believe the focus is properly on the people using the campsites, homeless or otherwise, but rather on the elected use by the owner as a whole. However, the Respondent is actively engaged in the development review process set forth in Article 4 of the LDC.

Sean's Outpost property is zoned HC/LI (Heavy Commercial/Light Industrial). LDC Section 3-1.4 permits temporary uses and structures as prescribed by the supplemental use regulations of Chapter 4, specifically Section 4-7.13. The evidence, to include Exhibits H, I, M and testimony from both parties, is that the Respondent has participated in multiple rounds of review by the Development Review Committee ("DRC"). Both sides testified or at least implied that progress is being obstructed or delayed by the other. The Respondent has requested two continuances of these proceedings under the representation that the DRC process was progressing to a successful conclusion, yet no Development Order has been issued. The County provided the testimony of Andrew Holmer and Horace Jones, members of the Department of Planning and Zoning, that the applicant has changed the scope of its application causing additional review and has failed to adequately address the staff comments. As of June 29, 2016, consideration of the application was "tabled" at the suggestion of Mr. Jones to allow further comment by the various departments. It is not clear whether the Respondent will be able to provide the infrastructure improvements, like the all weather surfacing required for the improved roadways. However, the Respondent is entitled to complete the DRC process as long as progress

is being made. Many developments go through multiple rounds of DRC comment and subsequent adjustment.

On April 22, 2014, Special Magistrate entered an Order in Case # 13-12-00500 regarding the same facts and circumstances ("2014 Order"). As of 2014 the Respondent was using the property in the same manner as presented in the instant case. Magistrate Lander concluded at that time that the tents on the property were temporary structures per Article 3 of the Land Development Code. As of the date of the 2014 Order the Respondent had not yet submitted an application for development review pursuant to the LDC. Magistrate Lander cites to Section 6.05.16, LDC, and determines that the temporary structures, while constituting a development, could exist for a period of up to thirty (30) days without development approval. In the 2014 proceedings there was no evidence as to how long the tents had been in place. Therefore, the 2014 Order concludes that there was a lack of competent and substantial evidence to conclude there was a violation of the LDC. In the present case the evidence is undisputed that the tents have been in place for greater than thirty (30) days. In fact, the use has continued uninterrupted since the 2014 Order.

IV. Conclusion.

While it is unclear exactly when the Respondent was in violation of the LDC for exceeding the temporary structure timelines, the evidence supports the conclusion that the violation currently exists. The Respondent continues to participate in the development review process but there must be some limit placed on the amount of time the non-conforming condition should be permitted to exist while the applicant navigates the maze of the DRC. Considering the

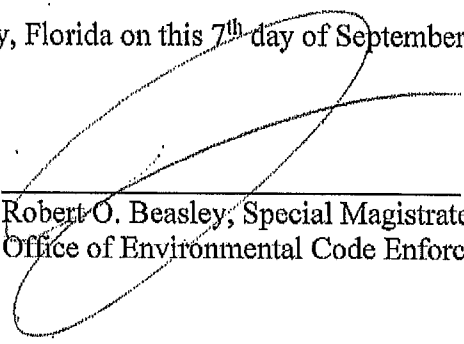
fact that the property has been in violation since some time in 2014, the Respondent shall be permitted to maintain the current use of the property for a period of up to no more than (90) ninety days from the date the DRC returns its final comments to the current application. The Respondent shall continue to actively participate in the DRC process and shall respond to all comments and inquiries in such a manner to allow the County to either approve or deny the application for a development order. It is anticipated that the County will timely review the application in its amended form and provide final comments and conditions for approval or deny the application. The Respondent should not be penalized by the processing time required by the County. Conversely, the County should be permitted the time it needs to adequately address the application. Ultimately both sides need finality in this process. The Respondent shall have ninety (90) days from the issuance of the County response to either accept the conditions and request the issuance of the development order or pursue its appellate remedies. Compliance with this Order may be achieved by either (1) issuance of a development order; (2) the filing of a timely appeal by the Respondent of an unacceptable condition or denial of the development application (in such case the time does not commence until the resolution of the appeal), or (3) removal of all non-conforming temporary structures from the property.

Failure to achieve compliance within the time set forth herein will result in a fine in the amount of \$20.00 per day, which shall commence on the ninety first (91) day following the issuance of the final DRC comments/approval/denial. This daily fine shall continue until this violation is abated and brought into compliance or until as otherwise provided by law. Cost in the amount of \$650.00 are awarded to the County for these proceedings. The fines set forth above shall be forwarded to the Board of County Commissioners. Under the authority of

162.09(1) F.S. and Sec. 30-34(d) of the Code of Ordinances, the Board of County Commissioners will certify to the Special Magistrate all costs imposed pursuant to this order. All Monies owing hereunder shall constitute a lien on **ALL YOUR REAL AND PERSONAL PROPERTY** including any property involved herein, which lien can be enforced by foreclosure and as provided by law.

You have the right to appeal orders of the Special Magistrate to the Circuit Court of Escambia County. If you wish to appeal, you must give notice of such in writing to both the Environmental Enforcement Division at 3363 W Park Place, Pensacola, Florida 32505 and the Escambia County Circuit Court at the M.C. Blanchard Judicial Building, 190 Governmental Center, Pensacola, Florida 32501, no later than **thirty (30) days** from the date of this Order. Failure to timely file a Written Notice of Appeal will waive your rights to appeal. Jurisdiction is retained to enter such further orders as may be appropriate and necessary.

DONE and ORDERED at Escambia County, Florida on this 7th day of September, 2016.



Robert O. Beasley, Special Magistrate
Office of Environmental Code Enforcement

EXHIBIT 9



Board of County Commissioners • Escambia County, Florida

Horace L. Jones, Department Director
Development Services

September 13, 2016

William J. Dunaway, Esq.
Clark Partington Hart Larry Bond & Stackhouse
125 West Romana Street, Suite 800
Pensacola, FL 32502

Re: Sean's Outpost – Satoshi Forest

Dear Mr. Dunaway:

Pursuant to the Special Magistrate's Code Enforcement Order regarding this matter, a copy of the Development Review Committee's (DRC) final comments, dated July 14, 2016, was filed with the Special Magistrate on August 26, 2016. I have also enclosed a copy for your reference.

Response to these comments and a revised site plan will need to be submitted no later than 12:00 p.m., Wednesday, September 28, 2016.

Also, in accordance with the Special Magistrate's Order, a meeting has been scheduled for 1:00 p.m., Wednesday, October 12, 2016, at the Escambia County Central Office Complex, 3363 West Park Place, Pensacola, FL 32505, for the purpose of determining site plan compliance with the Land Development Code (LDC) for issuance or denial of the Development Order.

If you have any questions, please do not hesitate to contact me at (850) 595-3597.

Sincerely,


Horace L. Jones
Development Services Director

Enclosures

cc: Jack R. Brown, County Administrator
Alison Rogers, County Attorney
Meredith Crawford, Assistant County Attorney
Environmental Code Enforcement

EXHIBIT 10

Return

DRAFT

**RESUMÉ OF THE MEETING OF THE BOARD OF ADJUSTMENT
HELD December 7, 2016**

**CENTRAL OFFICE COMPLEX
3363 WEST PARK PLACE, BOARD CHAMBERS
PENSACOLA, FLORIDA
(8:30 A.M. – 12:32 P.M.)**

Present: Auby Smith
Bill Stromquist
Jesse Casey
Judy Gund
Frederick J. Gant
Jennifer Rigby
Mark Robinson

Staff Present: Horace Jones, Director, Development Services
Andrew Holmer, Division Manager, Planning & Zoning
Caleb MacCartee, Urban Planner, Planning & Zoning
Debbie Lockhart, Administrative Assistant

Attendees: Kristen Hual, Assistant County Attorney

REGULAR BOA AGENDA

1. Call to Order.
2. New Board Member, Mark Robinson, took the Oath of Office and was sworn in by the Clerk. Staff members were sworn in and accepted as expert witnesses.
3. The Board accepted the BOA Meeting Package with the Development Services Staff Findings-of-Fact, into evidence.
4. Proof of Publication was provided by the Clerk and the Board waived the reading of the legal advertisement.
5. **Consideration of the following case:**

A. AI-11456 CASE NO.: AP-2016-01

ADDRESS: 1999 Massachusetts Avenue

REQUESTED APPEAL: Appeal of the Development Review Committee denial of project # PSP160400044, Sean's Outpost

REQUESTED BY: William J. Dunaway, Agent for Sean's Outpost, Inc.

-
-
-
-

No Board member acknowledged any ex parte communication regarding this item.

Board Chairman, Auby Smith acknowledged visiting the site.

Board member, Mark Robinson refrained from voting on this matter due to conflict of interest, and left the meeting at 10:30 P.M.

Motion by At Large Member Jesse Casey, Seconded by Board Member Judy Gund
Motion was made and seconded to deny the appeal request and to uphold the DRC

denial of Sean's Outpost development order. That motion resulted in a 3-3 tied vote. The appeal failed to receive an affirmative majority vote and was denied.

Vote: 3 - 3 Failed

Voted Yes: At Large Member Jesse Casey
Board Member Judy Gund
Board Member Frederick J. Gant

Voted No: Chairman Auby Smith
Vice Chairman Bill Stromquist
Board Member Jennifer Rigby

6. Announcement.

The next Board of Adjustment Meeting is scheduled for Wednesday, December 21, 2016 at 8:30 a.m., at the Escambia County Central Office Complex, Room 104, 3363 West Park Place.

7. Adjournment.

Audio CD of this meeting is available upon request.

AgendaQuick©2005 - 2017 Destiny Software Inc., All Rights Reserved

ESCAMBIA COUNTY BOARD OF ADJUSTMENT
SPECIAL MEETING

- - -

CASE NO.: AP-2016-01

ADDRESS: 1999 Massachusetts Avenue

REQUESTED APPEAL: Appeal of the Development Review
Committee denial of project
#PSP160400044, Sean's Outpost

REQUESTED BY: William J. Dunaway, Agent for
Sean's Outpost, Inc.

Proceedings held in the above-styled cause
before the Escambia County Board of Adjustment on the
7th day of December 2016, commencing at 8:30 a.m., at
Escambia County Central Office Complex, 3363 West Park
Place, Room 104, Pensacola, Florida, reported by David
A. Deik, CP, CPE, Professional Reporter.

APPEARANCES

BOARD OF ADJUSTMENT MEMBERS:

AUBY SMITH, Chairman

KRISTEN HUAL, ESQ., County Attorney

JESSE CASEY

FREDERICK GANT

JUDY GUND

MARK ROBINSON

BILL STROMQUIST

JENNIFER RIGBY

BOARD STAFF PRESENT:

Horace Jones, Department Director

Andrew D. Holmer, Development Services Manager

Debbie Lockhart, Administrative Assistant
Development Services, Planning Division

FOR APPELLANT SEAN'S OUTPOST:

CLARK PARTINGTON

BY: WILLIAM J. DUNAWAY, ESQUIRE
125 West Romana Street
Pensacola, Florida 32502

1	INDEX OF PROCEEDINGS	
2		
3	DESCRIPTION	PAGE
4	PROCEEDINGS.....	4
5	CERTIFICATE OF REPORTER.....	198
6	- - -	
7	INDEX OF WITNESSES	
8		
9	NAME	PAGE
10	MICHAEL KIMBREL.....	59
11		
12	RICHARD PIERCE GRIMES, III.....	128
13	Cross-Examination by Mr. Dunaway.....	138
14		
15	CATHERINE B. KELLY.....	141
16	Cross-Examination by Mr. Dunaway.....	144
17		
18	MICHAEL KIMBREL (recalled)	
19	Direct Examination by Mr. Dunaway.....	148
20		
21	LOUIS JOLLY.....	156
22		
23	HELEN JOLLY.....	158
24		
25		

1 P R O C E E D I N G S

2 (Board staff members were duly sworn.)

3 THE CHAIRPERSON: Members of the Board,
4 copies of staff resumes have previously been
5 provided and remain on file for reference.

6 The Board has previously recognized staff
7 as expert witnesses. Does anyone have any
8 questions regarding their qualifications and
9 abilities to offer expert testimony?

10 (No response.)

11 THE CHAIRPERSON: Seeing none, the Board
12 of Adjustment meeting package for December 7,
13 2016, with development service staff findings of
14 fact has previously been provided to the board
15 members.

16 The Chair will entertain a motion to
17 accept the BOA meeting package into evidence.
18 Do we have a motion?

19 MR. STROMQUIST: So moved.

20 THE CHAIRPERSON: We have a motion by
21 Bill.

22 MS. GUND: Second.

23 THE CHAIRPERSON: We have a second by
24 Judy.

25 Those in favor, signify by raising your

1 right hand?

2 (All board members raised their hand,
3 Mr. Gant not present.)

4 THE CHAIRPERSON: Passing unanimously.
5 Do we have proof of publication?

6 MS. LOCKHART: Yes, sir, we do.

7 THE CHAIRPERSON: Did the publication meet
8 all legal requirements?

9 MS. LOCKHART: Yes, it did.

10 THE CHAIRPERSON: The Chair will now
11 entertain a motion to waive the reading of the
12 legal advertisement. Do we have a motion?

13 MR. STROMQUIST: So moved.

14 THE CHAIRPERSON: Motion by Bill.

15 MS. GUND: Second.

16 THE CHAIRPERSON: Second by Judy.

17 Those in favor, signify by raising your
18 right hand.

19 (All board members raised their hand,
20 Mr. Gant not present.)

21 THE CHAIRPERSON: Passes unanimously.

22 MS. GUND: The Board of Adjustment, the
23 BOA, hears administrative appeals, variances and
24 conditional use requests. These hearings are
25 quasi-judicial in nature. Quasi-judicial

1 hearings are like evidentiary hearings in a
2 court of law but less formal.

3 All public testimony will be taken under
4 oath, and anyone testifying before the BOA may
5 be subject to cross-examination.

6 All documents and exhibits that the BOA
7 considers are entered into evidence and made
8 part of the record.

9 (Mr. Gant entered the hearing room.)

10 MS. GUND: The giving of opinion testimony
11 will be limited to experts, and closing
12 arguments will be limited to the evidence in the
13 record.

14 After hearing the testimony and arguments
15 for and against the proposed action and before
16 making its decision, the BOA will consider the
17 relevant testimony, exhibits entered into
18 evidence and the applicable law.

19 Because the decision of the BOA relating
20 to variances, conditional uses and extension of
21 the Development Code order for site plans are
22 final, unless overturned by a court of competent
23 jurisdiction, the county may issue development
24 orders and permits for properties in accordance
25 with the decision of the BOA.

1 However, if an applicant requests the
2 issuance of any such order or permit and such
3 order or permit is issued, the applicant and not
4 the county shall bear any risk that such
5 decision may be set aside, the development order
6 or permit may be revoked, or the development may
7 be otherwise enjoined by the reviewing court.

8 Any application for relief from the
9 decision of the BOA's said action for any
10 aggrieved party, as defined by state law, may be
11 reviewed by petition and by filing an
12 appropriate pleading in a court of competent
13 jurisdiction within 30 days of the BOA decision.
14 The date of the BOA decision shall be the date
15 the BOA voted at the conclusion of the hearing.

16 Whenever the BOA denies an application, no
17 new application for identical action on the same
18 parcel shall be accepted for consideration
19 within a period of 180 days of the BOA decision.

20 Any person aggrieved by a decision of the
21 BOA relating to an appeal of an administrative
22 decision may within 15 days thereafter apply to
23 the Circuit Court for review.

24 Each individual who wishes to address the
25 board regarding a particular issue must complete

1 a request-to-speak form and submit it to the
2 clerk. These forms are located on the back of
3 the table of the commission chambers. You will
4 not be allowed to speak until we receive one of
5 these completed request-to-speak forms. We must
6 have these completed forms for public record.

7 THE CHAIRPERSON: They're in the back.
8 They've turned green today, but they're in the
9 back.

10 All written or oral communications at the
11 time of this hearing with members of the Board
12 of Adjustment regarding matters under review
13 today are considered ex parte communications.

14 Ex parte communications are presumed
15 prejudicial under Florida law and must be
16 disclosed as provided in Board of County
17 Commission Resolution 96-13 before a decision by
18 this board or any administrative appeal variance
19 or conditional use request.

20 The Chair will ask as each case is heard
21 that any board member who has been involved in
22 any ex parte communication regarding the
23 respective issue to please identify themselves
24 and describe the communication.

25 The case we're addressing today is

1 AP-2016-01, 1999 Massachusetts Avenue.

2 Board members, has there been any ex parte
3 communication regarding this case?

4 (No response.)

5 THE CHAIRPERSON: Seeing none, would like
6 for the minutes to reflect that we have a
7 seventh member present today, so we have seven
8 board members present.

9 Does any board member intend to refrain
10 from voting due to a voting conflict of
11 interest?

12 MR. ROBINSON: I do.

13 THE CHAIRPERSON: We have one. The new
14 board member, Mark, will abstain from voting.
15 So that will give us six voting present.

16 Does anyone have knowledge or information
17 obtained from a site visit or other sources?

18 It should be noted that the Chair visited
19 the site.

20 Would the individuals who are a party to
21 this item please come to the podium, identify
22 yourself, and by stating your name and address
23 for the record, be sworn in by the clerk.

24 MR. DUNAWAY: My name is Will Dunaway,
25 with the law firm of Clark Partington. I

1 represent the applicant, Sean's Outpost.

2 THE CHAIRPERSON: Okay. You will not have
3 to be sworn, as an attorney.

4 MR. DUNAWAY: The applicant does intend to
5 present witnesses and would present our
6 applicant rep, who will be Michael Kimbrel.

7 THE CHAIRPERSON: All right, sir. You've
8 been provided with a copy of staff's findings of
9 fact.

10 MR. DUNAWAY: We have been provided with a
11 copy of staff's findings. There were no facts,
12 but we anticipate that that was what was part of
13 your board package that you just admitted into
14 evidence.

15 THE CHAIRPERSON: Correct.

16 Would you like to go ahead and make a
17 presentation, or . . .

18 MR. DUNAWAY: Mr. Chairman, if you like, I
19 could run through the PowerPoint, just to get
20 everybody acquainted.

21 THE CHAIRPERSON: Is that okay with you,
22 Counsel?

23 MR. DUNAWAY: Mr. Chairman, that will
24 be -- I'm not sure if the mic's working, but in
25 any event, if anyone can hear, that would be

1 fine.

2 Two procedural points: I would note that,
3 again, Mr. Kimbrel has not yet been sworn but
4 can be sworn prior to him being called as a
5 witness. And I would assume the same thing
6 would be for Mr. Jones, who was not present when
7 staff was sworn.

8 I would like to inquire, if I could, Mr.
9 Chairman. On a matter of voir dire, there was
10 an indication that the Chairman had visited the
11 site. I'd like to inquire as to when that was
12 and in whose presence.

13 THE CHAIRPERSON: That was . . . Let's
14 see. What's today? Today is . . .

15 MR. DUNAWAY: December the 7th.

16 THE CHAIRPERSON: Wednesday, December 7th.
17 That would have been Saturday. And I was alone.

18 MR. DUNAWAY: Yes, sir. Yes, sir. And
19 that was the site at 1999 Massachusetts.

20 THE CHAIRPERSON: Correct.

21 MR. DUNAWAY: Yes, sir.

22 And were you able to fully visit the
23 entire site, the whole eight acres?

24 THE CHAIRPERSON: No, I was not. I didn't
25 transgress anywhere that there was a posted

1 sign.

2 MR. DUNAWAY: The posted sign that was on
3 the neighbor's property where the chain was?

4 THE CHAIRPERSON: Yes.

5 MR. DUNAWAY: Yes, sir. So you just
6 simply observed it from Massachusetts?

7 THE CHAIRPERSON: Yes.

8 MR. DUNAWAY: The public right-of-way?

9 THE CHAIRPERSON: Yes.

10 MR. DUNAWAY: Yes, sir.

11 And at that time, did you see that there
12 was the posted -- or the sign that staff had
13 posted announcing tonight's -- today's meeting?

14 THE CHAIRPERSON: Yes.

15 MR. DUNAWAY: Yes, sir. And a mailbox?

16 THE CHAIRPERSON: I didn't notice a
17 mailbox.

18 MR. DUNAWAY: Yes, sir.

19 THE CHAIRPERSON: But I did see the sign.

20 MR. DUNAWAY: Yes, sir. Thank you. And I
21 don't have any further voir dire.

22 THE CHAIRPERSON: Sure.

23 MR. DUNAWAY: Nor any challenge. Thank
24 you.

25 THE CHAIRPERSON: Sure. Okay, sir.

1 MR. HOLMER: All right, sir. We'll just
2 go through the maps here. This is, once again,
3 Appeal Case 2016-01.

4 This is our location map. This is our
5 500-foot radius map, showing zoning on site.
6 Heavy commercial, light industrial. Our future
7 land use on site is mixed-use urban.

8 This is the 2013 aerial map of the site.
9 This is a map indicating the national wetlands
10 inventory layer showing wetlands on site.

11 This is a map of the 2500 foot mailing
12 radius the postcards were sent out to. This is
13 the public hearing sign. Original posting, it
14 fell over in the weather. It's telling when --
15 it's tied to the street sign to hold it up.

16 This is just a photo of the site entrance.
17 And this is another photo looking east on
18 Massachusetts showing the sign, and that's the
19 mailbox that was being referred to.

20 And this is the site plan. This is the
21 one that was involved with the denial. This is
22 one that was submitted with a September date
23 that I circled in red. And I have all these --
24 we can zoom in on on the pdf.

25 And Mr. Dunaway is correct. With an

1 appeal, we don't go ahead and do findings ahead
2 of time. We just basically do a background of
3 the case and the criteria.

4 THE CHAIRPERSON: Is that okay with you,
5 Counselor, if we let staff proceed with the --

6 MR. DUNAWAY: Oh, yes, sir. Absolutely.
7 We prefer that.

8 THE CHAIRPERSON: Generally we just go
9 ahead with applicant's opening and then --

10 MR. HOLMER: Okay.

11 THE CHAIRPERSON: And go from there.

12 THE CHAIRPERSON: Would you like to make
13 an opening statement, then, or your client?

14 MR. DUNAWAY: Yes, sir. No; we'd take
15 that opportunity, if we could.

16 If I may ask a note of procedure, Mr.
17 Chairman, does this end the staff's presentation
18 of the evidence on this matter, or would they --
19 I mean, do they want to go after we go and call
20 witnesses? How would the board prefer? Because
21 I want to do it the way you --

22 MR. HOLMER: I mean, it's a quasi-judicial
23 hearing. It's not as formal. We can follow the
24 usual plaintiff/defendant, et cetera.

25 THE CHAIRPERSON: The usual procedure is

1 for y'all to make your -- make your
2 presentation, and then followed by staff's
3 findings, and then there will be discussion and
4 questions.

5 MR. DUNAWAY: Yes, sir. Perfectly
6 acceptable.

7 If I could, though, before I start with my
8 presentation, because we were provided with the
9 package that is publicly available, but that
10 package is different than just the view of the
11 slides, so I would be happy -- I would be -- it
12 would be helpful for me to understand what that
13 was that was included in the evidence that you
14 accepted, the staff report. And would that be
15 different from that that was provided on the
16 link that's publicly available?

17 MR. HOLMER: Right. The PowerPoint is
18 just a cleaned-up version. There are some
19 documents in there that I was going to show the
20 board and zoom in on the criteria.

21 MR. DUNAWAY: Right.

22 MR. HOLMER: That they're going to need.
23 I have the package. Sorry. The mouse doesn't
24 work so good on this.

25 MR. DUNAWAY: Mr. Chairman, I only asked

1 this so that I can understand what my -- how to
2 tailor my presentation.

3 THE CHAIRPERSON: Sure.

4 MR. HOLMER: Here we go. This will be the
5 link. The web page. Once again, there are the
6 maps.

7 MR. DUNAWAY: Right.

8 MR. HOLMER: Zoom in. There's the letter.

9 MR. DUNAWAY: Okay. Good. And so that's
10 part of the package.

11 MR. HOLMER: Oh, yeah. Yeah. Yeah.
12 Absolutely.

13 MR. DUNAWAY: Okay. Just making sure.

14 MR. HOLMER: Here. Let's go through --
15 would you like to -- do you want to go through
16 the whole thing?

17 MR. DUNAWAY: If we could, yeah, what the
18 board was presented as a package.

19 MR. HOLMER: Absolutely.

20 MR. DUNAWAY: So we know what's in
21 evidence already.

22 MR. HOLMER: Okay. So we have the letter
23 from Mr. Dunaway. We have the proof of
24 ownership. Articles of incorporation. We have
25 the deed.

1 MR. DUNAWAY: So we do have the
2 compatibility and locational criteria analysis.

3 MR. HOLMER: Yes, sir.

4 MR. DUNAWAY: Okay.

5 The traffic report.

6 MR. HOLMER: Traffic report.

7 This is the receipt.

8 MR. DUNAWAY: Right. This was the payment
9 of the \$682.60 appeal fee.

10 MR. HOLMER: Yes, sir.

11 MR. DUNAWAY: Following the \$859
12 application fee.

13 MR. HOLMER: Oh, the DRC, yeah.

14 MR. DUNAWAY: Right.

15 MR. HOLMER: This isn't the best version
16 of Adobe to work with. Do you want to . . .
17 Okay. This is -- what we're working with here
18 is the site plan that was submitted. It's going
19 to be a little bit difficult to see on
20 eight-and-a-half by eleven paper. That's what I
21 said: We've got the digital version we can work
22 through.

23 MR. DUNAWAY: Right.

24 MR. HOLMER: And this has all the pages,
25 the plan.

1 MR. DUNAWAY: So just for clarity, those
2 pages are the scanned versions of the full-size
3 plan that we submitted to the staff as part of
4 the Landmark Engineering site plan.

5 MR. HOLMER: Yes, sir.

6 MR. DUNAWAY: All right.

7 MR. HOLMER: Those are the ones that are
8 on the county files, once again the September --

9 MR. DUNAWAY: Right.

10 MR. HOLMER: -- plan.

11 MR. DUNAWAY: With the notes and the
12 information there.

13 MR. HOLMER: Yes.

14 MR. DUNAWAY: So that -- and that's
15 everything?

16 MR. HOLMER: That should be the last page.
17 It is. Yeah. The last document is going to be
18 the page after this, which is going to be . . .

19 MR. DUNAWAY: Okay. That's fine. This
20 is --

21 MR. HOLMER: C-1, I think.

22 MR. DUNAWAY: This would be a good
23 place -- if we could keep this on the screen
24 with this as the -- with the site plan that
25 we've drawn up, that's -- no. That other one.

1 MR. HOLMER: The next one?

2 MR. DUNAWAY: Yeah, the next one. It
3 should have . . .

4 MR. HOLMER: Computer's running a little
5 slow.

6 MR. DUNAWAY: Yeah. Understood.

7 It's actually the first one. I mean,
8 well, that's the first one. Then there's -- it
9 would be the one that shows the location of the
10 site. That's okay. It's going to be that one.
11 This is going to be the last. I think this is
12 it. Nope.

13 MR. HOLMER: Oh.

14 MR. DUNAWAY: Go up. That's it. That's
15 it.

16 Mr. Chairman, with your permission, may I
17 address the board from my seated position at
18 table or would you prefer that I address from
19 the podium?

20 THE CHAIRPERSON: I believe if we don't
21 have you at the podium, it won't record.

22 MR. HOLMER: He has a microphone.

23 THE CHAIRPERSON: Oh. That will work.

24 MR. DUNAWAY: And we have a court
25 reporter.

1 MR. HOLMER: Button's on the bottom.

2 MR. DUNAWAY: Okay. So we have a
3 microphone that's on.

4 So with your permission, Mr. Chairman

5 THE CHAIRPERSON: Please.

6 MR. DUNAWAY: Thank you, Mr. Chairman.
7 Mr. Chairman, as is indicated, and members of
8 the board, we're here on an appeal of the staff
9 decision of a denial of the DRC for a permit
10 essentially to have a use of this HCLI, heavy
11 commercial, light industrial property,
12 approximately a little over eight acres.

13 And the use that we are asking was simply
14 so that it be residential. And those
15 residential are housed in temporary structures.

16 This is a homeless area. Let's make no
17 bones about what we are and what Sean's Outpost
18 has been doing for the last three to four years.

19 Let's just start, go back to the beginning
20 of the acquisition of this property by Sean's
21 Outpost, my client. This is an enterprising
22 group of people who came into the opportunity to
23 purchase this heavy commercial, light industrial
24 zoned area, which, as the Chairman knows, having
25 visited, and as you've seen from the aerials, is

1 at the bottom of Massachusetts, the lowest
2 point, as the -- essentially, the series of
3 drainage canals that connect with old burrow
4 pits, come through that area draining out,
5 essentially, everything north from Marcus Pointe
6 all the way down.

7 So a large percentage of the property --
8 and you can see from the aerial almost half of
9 it, that is the easternmost half, is underwater.
10 I mean, it's a swamp. It's wetlands. And it's
11 actually active standing water.

12 And so the upland area is a smaller area.
13 Now, you have seen and you will note that from
14 your -- the aerials, that the property is an odd
15 shape. It would have been a nice -- I don't
16 know that it's a square, but let's call it a
17 four-sided parallelogram, so it would have
18 evened up, but you see this odd thing that
19 sticks out of it.

20 This was formerly ECUA property. There is
21 an ECUA former -- an old lift station here, that
22 as you can imagine in -- it's a low area.
23 Gravity works. You have to move things uphill.
24 There was a lift station here.

25 That was replaced. There's a large -- and

1 you'll see that it's transecting across the
2 property. It's a large easement area that runs
3 across, and there's a main ECUA access to keep
4 that pipe flowing. Yeah, Mr. Holmer's got it,
5 or whoever's operating that is showing that
6 correctly.

7 So ECUA owned that odd piece, that you see
8 that it juts out on the western side. And
9 there's been past uses of the property, but
10 mainly there was -- there's an old pad. There
11 were several trailers, and there were some folks
12 that -- that lived out there, but mainly the
13 purpose of it was as an ECUA.

14 From Massachusetts on that western side --
15 and you'll see this area. And if I may, I'm
16 referring -- Y'all are not going to be able to
17 see this, but if you're talking about the
18 westernmost -- you'll look at your -- at your
19 drawing, you'll see what looks like a road.

20 That connected back. It was a dirt road,
21 and it was the access that ECUA used off of, and
22 you could go both from Massachusetts, and you
23 could go all the way into -- and it connected to
24 what was the backside of the neighborhood there.

25 I don't know if that -- it actually comes

1 out -- I believe that to be Amazon Drive, but
2 that was a routine dirt road and -- where you
3 came and accessed it.

4 So Sitocia acquired this property, had
5 plans for development and for improvements. And
6 in the meantime, as those plans were being
7 formulated and funds being raised, started to
8 allow people who were being run out -- who had
9 been run out, trespassed off of other areas of
10 either private property or public right-of-ways.

11 If you're not familiar with the process,
12 the last count in Escambia County was about 859
13 active persons who are living on the street.

14 Now, you probably would be surprised to
15 know that in Escambia County School District,
16 the school district indicates and counts 2,000
17 school-age children who are classified as
18 homeless.

19 Their definition of homeless is different
20 than the homeless count. Their definition of
21 homeless is those who don't have a more
22 permanent structure. They could be
23 couch-surfing or living with aunts or uncles or
24 friends. But when I talk about the count that
25 the Escambia Coalition does of homeless, we're

1 talking about actual people on the street.

2 So we know in Escambia County we don't
3 have enough beds for people who do not have
4 permanent shelter. And so, nevertheless they
5 exist.

6 You probably don't often see those camps
7 but they exist. And when I talk about a camp,
8 I'm talking about a structure: A tent, a tarp,
9 a lean-to, a shelter, a bridge, those kinds of
10 things that provide some temporary shelter.

11 So Sean's Outpost began to allow, when
12 they were called -- and they would get calls
13 from either the Sheriff's Department or the
14 emergency rooms or other emergency-type
15 situations, crisis shelters, and there would be
16 someone who had no place to go.

17 So Sean's Outpost had eight acres of
18 commercial -- heavy commercial, light industrial
19 zoned property. And they said, "Well, you can
20 be here because we won't run you off. You can
21 stay here."

22 And so over the years, and we -- Sean's
23 Outpost has been operating this for -- well,
24 certainly for the last three years. This
25 process started, and it allowed for a central

1 location which someone could stay who would not
2 be violated. They couldn't -- the sheriffs
3 wouldn't be rousting them because, of course,
4 they had permission to be on the property.

5 Then the question became: Well, what is
6 the status of persons who are living on property
7 with permission in temporary structures?

8 And in 2014 the county decided, through
9 Code Enforcement, that the status was a status
10 that they would not permit, and there was a code
11 violation for temporary shelters.

12 That process went through the special
13 magistrate process. The special magistrate
14 found that there was not a violation. That code
15 violation was dismissed, and the process went
16 even -- and was upheld.

17 So the process -- the use of the property
18 continued its conforming way, with a shelter
19 area: Again, tents, tarps, temporary shelters
20 for a small number of people that Sean's Outpost
21 gave permission and allowed to be there.

22 Now, this population is not static. There
23 are people who come. They're in crises. They
24 spend some time at Sean's Outpost. They find
25 other places, whether that's permanent or

1 whether they move out.

2 Some work. Some do not work. Some have
3 medical issues. Some don't. The process is a
4 fluid process. Sean's Outpost, essentially
5 through Michael Kimbrel, who is sitting here to
6 my left, manages that. It's an active
7 management.

8 The county has been provided, and I hope
9 that you have had -- and if you don't, at the
10 end I'll make sure that you get -- we admit into
11 evidence a detailed operating manual. The
12 county asked for, and we provided that, a
13 detailed operating manual of how this process
14 works. We provided that.

15 It's an active process. The Sheriff's
16 Office knows -- they know who to contact. They
17 know how to get in touch with Michael to respond
18 very, very quickly.

19 The Health Department early on in the
20 process with the 2014 violation was very much
21 involved in this process because, as you may not
22 know, camping . . . that is what this most
23 resembles. It most resembles a campsite, a
24 camping area.

25 Camping in the State of Florida is

1 permitted not by the county but by the State
2 Department of Health. They issue permits for
3 camping and for RV sites.

4 As you know, an RV site is also an area
5 which has some level of improvements which
6 allows both temporary structures, in the form of
7 motor homes or pull trailers or tents. Most RV
8 sites do have tent facilities.

9 And so this facility, as we started
10 looking at what we needed or might need to do
11 from county permission to continue, we looked at
12 the concept of camping.

13 We applied. And when I say "we," I'm
14 talking about Sean's Outpost. I've been
15 representing them since this started, pro bono
16 to try to help them get through this process.

17 We submitted an application for a camping
18 permit, a campsite permit to the State
19 Department of Health. That process goes through
20 a local -- there's a local county department,
21 and then it goes on up to the state.

22 After years of evaluation back and forth,
23 meetings, discussions, trying to figure out is a
24 homeless camp camping, is camping regulated, how
25 are we going to do it, the State Department of

1 Health ultimately ruled -- and this is in a
2 letter of March 22, 2016, a copy of which I'm
3 going to submit to you in evidence, which
4 indicated -- and you'll have a copy, but I'm
5 going to just read.

6 "Your client does not need a license from
7 the Florida Department of Health to continue
8 operating as is currently occurring. Our
9 inspections have not discovered any insanitary
10 [sic] conditions."

11 That was a concern, obviously, when you
12 have a group of people who are living outside,
13 what are the sanitary conditions, a legitimate
14 concern for both Sean's Outpost, the residents,
15 and of course the county.

16 And so as part of this process, we had
17 actually contracted and we were paying for the
18 County Health Department to date -- actually, it
19 started as weekly inspections and moved on to
20 monthly, and then they got progressively more
21 time in-between because they were coming out and
22 inspecting the property and making sure and
23 pointing out and helping us as we first started
24 up, on what the sanitary conditions were.

25 And ultimately what the stable condition

1 is and has been for many years is that there are
2 three portable pot -- portalets that you see,
3 like at parades, and those kinds of things, and
4 a washing station, a hand-washing station that
5 are there.

6 Those are serviced by Sean's Outpost,
7 weekly service, and taking care of them.
8 They're sanitary. And that process was part of
9 that inspection with the Health Department.

10 So that, again, the letter states, "As
11 currently operated, Sean's Outpost is not
12 included in the facilities that the Florida
13 Department of Health licenses."

14 That is, they determined it was not, in
15 fact, a recreational camping. And that became
16 an important concept. I won't go into the whole
17 thing. We spent a year talking and debating and
18 agonizing over what is a recreational camp.

19 Ultimately it came down to because we
20 weren't a facility, that if you drove in off the
21 street pulling a camper and paid us \$14, you
22 could stay there because that's not how Sean's
23 Outpost operated, so the State Department of
24 Health said, "It's not camping, recreational
25 that we license. What you're doing there is

1 fine, and it's not something that we license."

2 So that put us back into the county
3 process. And we had I don't know how many
4 meetings, so we had a lot of meetings with the
5 county. And the ultimate question was: What is
6 it? What do you want us to do? What -- help us
7 craft an application for the use that we are
8 doing that you can evaluate under the Land
9 Development Code and get to an ultimate position
10 of permitting.

11 And then they said to us, "Well" -- and
12 rightly so -- "Well, what do you want to do?"

13 And we said, "Just what we're doing. And
14 we just want to keep doing what we're doing."

15 Because in the ensuing years, the ideas
16 that -- and, of course, these ideas are not --
17 are not gone, but they're not in a position --
18 Sean's Outpost is not in a position to execute
19 on it. The ideas of building a grand, you know,
20 bathhouse with a commercial kitchen facility and
21 an enclosed area, I mean all of those are plans
22 that we would love to bring forward and go
23 through that process.

24 And that process is very well understood.
25 If you're building a building and you're going

1 to execute and put some real permanent
2 improvements on it, everybody knows how to
3 evaluate that. The county knows how to
4 evaluate. We know how to do it. The engineers
5 know how to do it.

6 But that's not what the plan is. What the
7 plan is, is simply allow the continued
8 residential use in the way that we have been
9 doing it compatibly for these last many years.

10 And the county said, "Well, you got to
11 tell us what that is because we can't evaluate a
12 concept."

13 We said, "Okay. And we'll pay the
14 application fee, \$859, and we'll write down on
15 it what it is that we want to do." And
16 essentially it is we want to do the same thing
17 that we've been doing.

18 And they said, "Well, show us what that
19 looks like."

20 And we said, "Well, you know, there's some
21 areas out in the uplands where people reside.
22 Sometimes they reside where that -- one of those
23 boxes are, and, you know, sometimes the wind --
24 we have a storm like we just had, and, you know,
25 that blows down.

1 "And so when they set it up, it's five
2 feet over to the other side or sometimes it's,
3 you know, around the corner. But it generally
4 is an area in which someone puts up a tarp
5 and/or a tent, and they end up being a resident
6 there for a period of time." That's what it is.
7 That's the use. It's nothing more complicated
8 than that.

9 So then the question: Well, how do you
10 get to it? Well, again, as you saw, this
11 odd-shaped process, it looks like that you
12 can't, but you -- and this took another six
13 months to figure out, but finally realized that
14 you'll see that what looks like -- it's actually
15 a spike strip, but you see that strip that goes
16 off? There was a drainage. It's in the top
17 right corner. You know what I'm talking about?
18 Yeah, right there.

19 So that strip -- run that up and down.
20 That connects the larger square. That goes --
21 juts out towards Massachusetts. Yeah.

22 So that actually is a part of the ECUA --
23 the former ECUA parcel, but Sean's Outpost, the
24 property owner of the larger parcel, has an
25 easement across that as part of its deed;

1 therefore, has access across it, on it and
2 through it for its use.

3 So what you see as labeled on your
4 document as the "dirt road," that quite
5 literally is a road that was created when Sean's
6 Outpost lost the use of the ECUA parcel.

7 And so how that came about was, after,
8 again, endless discussions and negotiations with
9 the ECUA, I finally convinced them to excess
10 that property because it is the good upland
11 property for this parcel. It's where the
12 majority of the good high ground is in this
13 parcel.

14 ECUA wasn't really using it, and so they
15 said, "Okay, we'll excess the property." And so
16 it went through the public process of excessing
17 property. And at the bidding, Sean's Outpost
18 was outbid and someone else bought the property.

19 You know, there's only so much money that
20 nonprofits have. And that process ended up
21 going -- and that property went to someone else.
22 So when that -- when that was cut off, when we
23 were not able to utilize that property -- if
24 you'll show the members, you'll see along the
25 western property line, our -- Sean's Outpost

1 property line, as part of the attempt to be, you
2 know, good neighbors here, there was a board
3 fence. It's just inside the line.

4 It's the zeros and the tacks. You'll see
5 that's the fence. So there is a -- there is a
6 board fence that was installed and paid for,
7 permitted and built along that boundary that
8 separates the road, the access road, from it,
9 from the property.

10 And so from that, once we couldn't enter,
11 which was where you entered the property, was
12 about right there where that wooden gate was,
13 that's where you entered the property from the
14 former ECUA access road.

15 Once that was -- we didn't have access, as
16 the Chairman correctly pointed out, the posted
17 signs on the gate there along Massachusetts, if
18 you go back up, we had to have a new way to get
19 into the property.

20 So if you'll go up just a little bit.
21 Yeah. Right there. Stop. So that's where you
22 come in. It's about -- it's near where the
23 mailbox is. You just come onto the property.

24 The property is -- it landlocks the
25 property that was the former ECUA. There's no

1 access to the former ECUA property right now,
2 except that you go through someone else's
3 property.

4 So you can't access that property from
5 either Massachusetts, nor can you actually
6 really legally access it from the south, so you
7 can, of course, because Mr. Grimes, who you
8 probably will hear from a little bit later.
9 Since he is one of the property owners, he can
10 access it from his lot because he abuts it from
11 the back side.

12 But in any event, it doesn't have public
13 street access that wouldn't go through either a
14 developed lot or someone else's property, like,
15 for instance, Massachusetts through either ours,
16 or potentially the county owns a park there just
17 to the left, and I use that word loosely.

18 It's a triangle strip of property, which
19 mainly is used for a sheriff car, you know, just
20 monitoring Massachusetts, so it's not -- it's
21 not actually a developed part.

22 The point being is that, as you can see,
23 we do have access, and that is the dirt road, so
24 what we ended up starting to do is to get back
25 there and to, you know, get food and stuff. We

1 just drive down this little dirt road.

2 And when I say "dirt road," I refer to
3 what I would call, you know, a pig trail. I
4 mean, that's how it started. Started as a path,
5 and then it's a dirt road. But it crosses the
6 easement area.

7 You'll note that that easement area
8 doesn't go to -- all the way to the end of our
9 property boundary, so there is a -- you could go
10 around it, but that's underwater. I mean,
11 that's -- that's out into -- into the water area
12 there. Okay.

13 So that's the process, and that was the
14 background on that acquisition. Obviously that
15 acquisition made the plans for development and
16 everything change in a big way, as did the issue
17 of money.

18 And so, again, we were back to the county.
19 And we started in earnest earlier this year, the
20 first of this year. And the reason we started
21 in earnest is because the county issued another
22 notice of violation on a code enforcement.

23 And they said once again, essentially,
24 your use is unpermitted. It's an unpermitted
25 use.

1 And so we started meeting with them. We
2 met with staff here at this level, all the way
3 up to the administrator level.

4 And I want to thank the staff. We worked
5 very closely because we recognize what we were
6 doing is different. I mean, I assure you there
7 is no permitted homeless camp in the county. It
8 doesn't exist.

9 There's not another similarly situated
10 property that is not an RV park, a camping
11 facility. The closest thing would be the Alfred
12 Washburn Center, but there's no residential
13 overnighting there.

14 And then, of course, the next closest,
15 which is not really comparable, but would be
16 like a Waterfront Mission, a fully developed
17 site in which there is overnight dormitories.

18 But the Waterfront Mission looks more like
19 a UWF dormitory than it does a homeless shelter
20 in the -- in the nature of what Sean's Outpost
21 is. Sean's Outpost is actually -- would be more
22 comparable to, you know, the camps either on --
23 on the scenic bluffs or the old Trillium site
24 before that was developed and those folks were
25 run out, or along the Gullian Yard FDOT

1 right-of-ways, and endless numbers of camps that
2 I could mention to you that we don't in public
3 forums.

4 The point is that we worked very closely
5 to try to figure out what it is that we are
6 trying to do. And we finally settled in on the
7 situation that we have and the presentation that
8 we made ultimately to the DRC.

9 And that was, we simply want to exist. We
10 simply want you to permit the existing use.
11 We're not building anything. We're not making
12 any alterations to the property. We're not
13 putting in any improvements to the property,
14 that is, structural improvements.

15 It simply is property that Sean's Outpost
16 owns that Sean's Outpost has graciously given
17 permission to a handful of folks who don't have
18 other permanent locations to be, so that they
19 can exist in this county without getting run
20 off, trespassed in the middle of the night or
21 roused out.

22 So the application. Let's focus on that
23 and what we were looking at. The application
24 that was submitted, and it -- Mr. Holmer, was
25 the application the April 5, 2016? Was that

1 part of the board package? That would have been
2 my letter of April, along with the development
3 review application package.

4 Mr. Chairman, while Mr. Holmer is looking
5 for that, I'll just briefly go through.
6 Essentially what we applied for and what ended
7 up being agreed to, was we would submit a site
8 plan, a minor site plan application for
9 approval.

10 Yeah, that's the October 27th.

11 And so on April 5, 2016, we submitted that
12 application under my two-page cover letter. And
13 the full project information form filled out was
14 attached, and all of the criteria that was
15 stated in the development review application,
16 certification process, along with site plans was
17 submitted to staff.

18 And as Mr. Holmer correctly pointed out,
19 there was a back and forth. And you're familiar
20 with that back and forth with an applicant and
21 the staff, on trying to get a plan.

22 The staff said there was some details that
23 we needed. That resulted in the operating
24 agreement being -- the staff was concerned
25 about. How are you going to operate it? And so

1 there would be -- operating plan was submitted.

2 There was -- You know, what about
3 compatibility? That's why the compatibility
4 analysis -- that is part of your package.
5 That's why we had that. Compatibility analysis.
6 We got that.

7 We went through the process with all of
8 the staff members at the DRC. Joe Quinn
9 testified from fire safety. Pointed out there
10 was some minor issues, including some signage
11 and the need to have some fire -- fire
12 extinguishers. No problem there.

13 Rosa Stephanel testified, and she talked
14 about the need for stormwater ponds, if you had
15 any impervious surfaces that were going to be
16 out there. And in that regard, the only
17 requirement for stormwater would be is if there
18 were a requirement for a paved access road.

19 We weren't proposing a paved access road.
20 We get down there fine with the dirt road. The
21 service -- the only actual truck that actually
22 has to go down there, large truck, is the truck
23 that services the porta-potties, and it's been
24 going down there for years. Every week it goes
25 down there. It has no problem.

1 And we submitted a letter from the
2 Containers, Inc. that we pay every month for
3 them to service the porta-potties that stated
4 that. We get down there fine.

5 And as I mentioned, Mr. Williams testified
6 and he said the analysis compatibility and
7 locational criteria needed to be submitted,
8 which we did. And we met that.

9 So the final thing was Mr. Jason Waters
10 who testified -- and he was with the county
11 access management. And he opined at the very --
12 at the DRC that an access -- a paved -- no. An
13 improved access road would be required to be
14 built from Massachusetts all the way back to the
15 porta-potties.

16 We said, "Well, why? Because we don't
17 need a road. And the cost of paving a road back
18 there is prohibitive because we don't have any
19 money, and we won't be able to meet that
20 criteria."

21 And so this was -- we had gone back and
22 forth over the summer. We thought we had
23 actually reached an agreement with the county by
24 which they said, "Okay. Well, if you'll just
25 improve the apron because we don't want to bust

1 up Massachusetts when you pull over -- off on
2 Massachusetts, which is actually in the county
3 right-of-way.

4 And actually, the bigger trucks -- the
5 trucks that pull off and on there are, you know,
6 both -- as I said, the sheriff's car that parks
7 there in the park area, and -- and any ECUA
8 trucks that pick up the garbage because, of
9 course, we have garbage collection.

10 But in any event, we said, "Yeah.
11 Absolutely. We'll make an apron," you know,
12 like you do with a driveway coming onto a road.
13 But really, we don't need the road all the way
14 back there.

15 But at the DRC, Mr. Walters, Jason, said,
16 "No. Per our design standard manual, 2.2, we
17 believe a road is required. Road's required."

18 And I cross-examined him. And I -- I
19 appreciated his candor. And in any event, he
20 said, "It's required." And so at the DRC we
21 said, "You know, okay. I mean, you know, you're
22 the one to tell us what are the requirements."

23 We asked -- we said, "Well, issue the
24 permit with the condition that we have to build
25 a road," and then -- and the point being is

1 that -- because, as you know, we're not
2 operating -- we're not doing this process in a
3 vacuum; right?

4 We have already had the code enforcement
5 magistrate hearing, at which point we went to
6 the code and magistrate this time, and we said,
7 "We're -- Absolutely. I mean, we do not have
8 county permission to do this use. We don't have
9 that permit. If a permit is required, we don't
10 have it."

11 And the magistrate said, "Well, what are
12 you doing about that?"

13 And I said, "You know, well, we've been
14 working with the county for years to try to get
15 that. And we've had the application already
16 submitted, and we're going through the process."

17 And the magistrate said, "Okay. Well,
18 that's what I would require you to do anyway, to
19 go get it. And so keep working. Get the
20 process. And if you get the permit, great.
21 This is all over. And you pay the \$600 that,
22 you know, cost to do the hearing. And if you
23 don't get it, then -- and all your appeals run
24 out, well, then, you know, 90 days after that,
25 you're just going to have to get off."

1 And so that's where we are. I mean,
2 that's the process we are. We went to the DRC.
3 They said "No." We're appealing to you.

4 Now, to the issue of the appeal. Why are
5 we appealing? Well, we're appealing to you
6 because, one, we want permission to do what
7 we're doing. That's the main thing.

8 Two, what are the reasons, the legal
9 reasons we're appealing? Well, we believe
10 because the county hadn't -- that the staff
11 should have, under the criteria, issued the
12 permit, because, as you know, for a permit to
13 issue, well, the applicant simply must meet the
14 objective criteria laid out in the Land
15 Development Code.

16 The objective criteria in the Land
17 Development Code for residential use are very
18 easy. I mean, that's not -- it is not a
19 difficult process.

20 We met and went through every objective
21 criteria that the county asked us to do: Made
22 the application, submitted the information,
23 provided the site plan. In fact, a minor site
24 plan, as you know -- you've probably seen some
25 on appeal -- I mean, all you have to do is

1 actually really just do a kind of a neat sketch
2 on a notebook paper.

3 I mean, you don't have to go through all
4 this process for -- Again, this is a minor site
5 plan. We're not asking to build anything, and
6 no engineering.

7 But we went through that process:
8 Engineering drawings, legal surveys, wetlands
9 evaluation. We did a -- Wetlands Sciences did a
10 pull-up wetlands evaluation, a protective tree
11 protection. We went through all of those -- all
12 of those points.

13 And we submitted all of that information.
14 And in the end, it came down to, we think, but
15 that's what I'm hoping we'll get some clarity
16 today, we think that it was down to the DSM 2.2
17 on the road.

18 And yet we said, "Okay, Jason. You say a
19 road's required. Well, then issue the permit
20 conditioned on us building the road."

21 I mean, staff issues permits with
22 conditions all of the time. Conditional permits
23 are issued all the time. I mean, I dare say no
24 permit gets issued or very few permits get
25 issued without some condition. So we simply

1 asked them to do that.

2 And then, of course, obviously that would
3 allow us to, one, continue; two, get out from
4 under the code enforcement magistrate's
5 situation; and also then go raise money, so
6 potentially build the road. I mean, you know --
7 and we'd have that time. As you know, when a
8 permit's issued, you have a certain amount of
9 time to build it. So that was the plan. That's
10 what we would do.

11 In fact, after the hearing, Mike received
12 several calls from folks that go, "I got
13 gravel." I mean, maybe we can actually do this.
14 Maybe we can pull it off. It will be amazing.

15 But we said, "Listen, just issue it so we
16 can get moving and we can do it."

17 But the county said -- and Mr. Jones is
18 here. He will be able to testify to that. But
19 he said no because it wasn't on your site plan.
20 We can't approve it.

21 Well, again, members of the board, we
22 didn't want to build a road. You know, the
23 road, if we were required to build it, it would
24 be built where the dirt road is. There isn't
25 any other place to build it. There's no other

1 way to get around.

2 We don't own the property to the west.
3 There's water to the east. And the road's where
4 the road -- the only place a road can be.

5 So, you know, but for the fact that that
6 says "dirt road," as opposed to gravel road or
7 asphalt road, or whatever else, the road is on
8 the site plan. It's right there before you. So
9 that's where it would have to be.

10 In any event, if the county wanted it
11 somewhere else, issue the permit and say, "Build
12 the road -- you know, conditioned on the
13 building of a road, you know, a permanent road
14 in some other fashion."

15 So that's where we are. We believe under
16 the standard that you have here that -- and
17 permit to be issued, the applicant must have met
18 the objective criteria of the Land Development
19 Code for the issuance of a permit.

20 We believe we met that. We believe, then
21 also, under the Irving standard of the Supreme
22 Court, that once we've met that burden, it is
23 incumbent upon staff and/or those who oppose the
24 issuing of the permit to prove that, in fact,
25 the issuance of the permit would be adverse to

1 the public. Adverse to the public. And that's
2 a very detailed description, and we will go over
3 that in summary.

4 But in any event, there has been no
5 indication -- then the best indication of the
6 fact that it's not adverse is we've been doing
7 it for four years. We've been out there. We
8 are peaceably coexisting with the neighbors.

9 Now, I know because I have been at every
10 hearing and I have -- there are diligent, good,
11 hardworking citizens who live in the Mayfair
12 neighborhood who oppose a homeless camp next to
13 their residential neighborhood. I get that. I
14 understand the argument. I understand the
15 concern, and I understand their frustrations
16 with the fact that this process has taken a long
17 time.

18 But I tell you, board members, there is no
19 other group, no other homeless shelter camp
20 process that's been doing as hard a work as
21 Sean's Outpost has been and has gone through the
22 county approval process more diligently than
23 this group.

24 We have been re -- turning every possible
25 way of moving this process forward. And if it

1 is that we cannot have a piece of property in
2 Escambia County in which an owner can say to an
3 individual, "Hey, you can stay on my piece of
4 property," and the county says, "No, you can't,"
5 then we are in a bad situation as far as the
6 county goes.

7 Now, I acknowledge and understand that the
8 county staff has indicated and will say it's not
9 about the status of the people who are on the
10 property. It's not that we're opposed to
11 homeless people. We're not opposed to homeless
12 people. You just have to follow the code.

13 Well, members of the board, we believe we
14 have in every way fulfilled the objective
15 criteria presented throughout this process to
16 have and issue -- to have the county, the staff,
17 issue us a permit.

18 And if that permit must have conditions
19 based on criteria which they believe to be
20 controlling, with all due respect, they should
21 issue it in that regard. They should issue it
22 conditioned on whatever those conditions and
23 requirements are.

24 They ought not just say "permit denied,"
25 and say "because you didn't put it on the site

1 plan," because again, this has been a fluid
2 process. This has been a fluid process.

3 This site plan hadn't looked -- didn't
4 look this way when we first submitted it. It
5 went through several iterations. I drew it with
6 pdf for a while, and then I would move the boxes
7 around, and then I would try to -- and then we'd
8 move the trees around. And then finally we got
9 a real engineer who did it. And we finally got
10 the whole thing. And we submitted it. And we
11 believe we've met it.

12 So we're here for you, as a board, a
13 citizen-appointed board in this county, to look
14 at this and say, "Did they meet the objective
15 criteria for issuance of a permit?"

16 And if that's -- if a road is required,
17 then with conditions. I mean, we would love for
18 you to issue the permit without the condition
19 because building a road's going to be expensive,
20 not necessary, invasive, mess up the -- but if
21 that's what it takes, issue the permit with
22 condition of the road. Issue the permit.

23 Because we believe we've met that
24 criteria. We believe we've met our burden. And
25 then we believe now that the burden shifts to

1 the county and those opposed to prove that in
2 fact the issuance of this permit would be
3 adverse to the public.

4 I would like to -- Mr. Chairman, that
5 would be concluding my statement and background.
6 I would like to have the opportunity to have
7 staff present their case, and then have an
8 opportunity to rebut, and then would reserve
9 some time for closing.

10 THE CHAIRPERSON: That would be the
11 standard operating.

12 And excellent presentation, Mr. Dunaway.

13 MR. DUNAWAY: Thank you, sir.

14 THE CHAIRPERSON: Board, any questions of
15 the applicants at this time?

16 MR. STROMQUIST: I'm going to question.
17 The access that you have now coming in, the
18 picture that we saw of it was dirt, a dirt road
19 access. How far does that dirt road access go?

20 MR. DUNAWAY: It's all dirt, sir.

21 MR. STROMQUIST: But does it go all the
22 way through the camp?

23 MR. DUNAWAY: Yes, sir. Yes, sir.

24 If you're -- and if --

25 MR. STROMQUIST: Well, looking at it on

1 this diagram, comes in and curves and then goes
2 down . . .

3 MR. DUNAWAY: Yes, sir.

4 MR. STROMQUIST: . . . to the bottom of
5 the property?

6 MR. DUNAWAY: Yes, sir.

7 MR. STROMQUIST: That is all dirt road
8 access?

9 MR. DUNAWAY: Yes, sir. Yes, sir.

10 MR. STROMQUIST: And it is there.

11 MR. DUNAWAY: Oh, yes, sir. Yes, sir.

12 There was -- there is a -- yes, sir. And I will
13 tell you that as you come around this corner and
14 this -- right in here, it literally -- it really
15 kind of peters out here.

16 This is kind of a plane of grass because
17 there's -- anyone that comes down, there's
18 only -- then the only -- the only access, really
19 truck that goes here, this is where the
20 portalets are, if you're following me.

21 You see? These are the three portalets.
22 And then the hand-washing station. This is
23 where they are. And so the truck, you know,
24 comes there, and he services the portalets.

25 And so, yes. And again, I don't want to

1 mischaracterize this road. I grew up on a farm,
2 and we call them turn rows, but a pig trail,
3 turn row, dirt road, tracks for two vehicles. I
4 mean, the track for a vehicle, you know, either
5 side, two tread going through the -- going
6 through the woods.

7 This is a -- if you can't tell from the --
8 from the aerial, this is a heavily wooded,
9 beautiful heritage oaks in this area. Some of
10 the prettiest trees, I think, probably in
11 Escambia County.

12 MS. RIGBY: I've got a question.
13 Actually, I've got two questions. First, we'll
14 stick with the road for a minute. When the
15 county indicated that they needed you to build a
16 road to meet the criteria, was there any
17 specificity as to how the road's to be built?
18 How wide the road is? What material is to be
19 used? Just you need a road?

20 MR. DUNAWAY: In fairness to staff, I
21 think they would probably say, you know, we rely
22 on the applicants to tell us about what they
23 want to do and build.

24 When we -- because we weren't trying to
25 build a road, we hadn't researched roads. But

1 they did indicate that it didn't have to be
2 paved. It could be rock and/or gravel.

3 MS. RIGBY: Right.

4 MR. DUNAWAY: And I'm fairly confident
5 that the design standard manual will indicate,
6 you know, what are the criteria and what are the
7 standards for building a road. I can't
8 articulate those.

9 What we were told is -- and I think that I
10 can quickly turn to it, but that . . . Okay.
11 All right. I can see -- I have staff reviewed
12 comments. I was going to pull out the staff
13 review, but here on the access manual . . .

14 In the earlier comments, there was no road
15 required. The road became a late-coming -- a
16 late requirement as we got closer to . . .

17 So what Mr. Holmer's has -- what Mr.
18 Holmer's has is the standard DSM 2.2, but what I
19 was going to say to you, I think it was
20 actually -- but I don't -- if the staff
21 entered -- do you have the staff comments that
22 would have been the last one which would have
23 had . . .

24 MR. HOLMER: The last access the one's I
25 just handed you.

1 MR. DUNAWAY: Oh, that was --

2 MR. HOLMER: E-mailed to the engineer.
3 That was Mr. Walter's final comments concerning
4 access.

5 MR. DUNAWAY: Okay. And so I'm quoting
6 for you -- this was Mr. Walters. He says, "An
7 all-weather surface will be required from the
8 south right-of-way on Massachusetts to the
9 proposed location of the portable toilets."

10 And then he also -- I actually, quite
11 frankly, hadn't realized this. He also says,
12 "Construct a five-foot concrete sidewalk along
13 Massachusetts." I don't remember that.

14 But -- I didn't know that, but in any
15 event, it was -- we understood it to be an
16 all-weather. It's not in the land -- I mean --
17 well, it's in the design standard manual, but I
18 never found it in the Land Development Code, but
19 I'll let staff work on that.

20 MS. RIGBY: And not -- not knowing the
21 particulars as far as the width of the road or
22 what have you, you agreed to putting a road in.

23 MR. DUNAWAY: I guess the simple answer to
24 that is yes. You know, it -- it -- it's a
25 challenge that we'll have to overcome, but to

1 not say yes would be -- I mean, we'd be over.

2 And we don't want to be -- we don't want it to

3 be over.

4 We want to do whatever we can to make this

5 work. If it -- if it is that absolutely a road

6 is required, you know, and they say -- they say

7 it is now. Again, I want to point out that it

8 wasn't required when we first started this

9 process. April comments from staff didn't

10 require a road. It only -- we only had to

11 require -- they started requiring the road very

12 late in this process.

13 MS. RIGBY: And by "requiring the road,"

14 it does not further require other things, such

15 as retention ponds or --

16 MR. DUNAWAY: Yes, ma'am.

17 MS. RIGBY: -- striping or --

18 MR. DUNAWAY: Yes, ma'am.

19 MS. RIGBY: -- or --

20 MR. DUNAWAY: As I indicated, Ms. Rosa

21 stated that -- and again this is why the road

22 was important and critical for us, you know, not

23 to have to do it, because if you put a pervious

24 surface on the property -- on the property, then

25 you have to account for stormwater runoff.

1 Of course, right now you have a dirt road.
2 There's no stormwater. Presumably gravel would
3 be . . . But what Ms. Rosa testified to was
4 that if a road is required -- and she did not
5 opine whether it was or not, but that if it were
6 required, there would be stormwater retention
7 and stormwater work that would have to be done,
8 again, something that is expense, engineering,
9 and further complicates the process.

10 And again, as I pointed out, road wasn't
11 requested. I don't think we need a road. We're
12 not doing anything other than what we're doing,
13 having folks who are down there.

14 The only truck that has to get down there
15 is the portalet truck. Containers, Inc. has
16 already submitted a letter that says, "We don't
17 need a gravel road to get down there. We're
18 doing fine. We're doing fine."

19 MS. RIGBY: And there was no discussion
20 from, like, the fire department or the police
21 department or emergency.

22 MR. DUNAWAY: Mr. Joe Quinn testified. He
23 was fire safety. And in his comments, the road
24 was not premised on the requirement of fire
25 safety, so Mr. Quinn gave us requirements for

1 what was needed. As I indicated, some signage,
2 some fire extinguishers, those kinds of fire
3 safety.

4 But he did not indicate on testimony with
5 the DRC that it was him who was requiring the
6 road. Mr. -- Jason testified that it was the
7 planning director who had directed the road.

8 MS. RIGBY: Okay.

9 MR. DUNAWAY: Per the Land Development
10 Code.

11 MS. RIGBY: Okay. Moving off the road for
12 just a minute, in order to understand the use of
13 the property, you had put together a detailed
14 operating manual.

15 Can you give us kind of a summary as to
16 how this operates, how . . . how does one -- how
17 are they allowed to live there? Is there a --
18 certain constraints that you can live there if
19 you do this, that and the other, or you can live
20 there so long, or you have to report in so we
21 know that you're there, or . . . Can you kind of
22 give us a summary as to how this operation
23 works?

24 MR. DUNAWAY: Yes, ma'am. Absolutely. Be
25 happy to do so. And, in fact, would like it,

1 with permission, to provide the clerk . . . So
2 what I've handed to the clerk to be admitted
3 into evidence, and without objection, I'd like
4 that to be part of it, is the operating manual
5 for the Sitocia Forest and how the process
6 works. And this was submitted to staff.

7 But if I may, if I could have Mr. Kimbrel
8 sworn and have him respond to your question,
9 he's in a better position to do that because
10 he's the one that they call, so if you'll swear
11 Mr. Kimbrel.

12 THE CHAIRPERSON: Mr. Kimbrel, if you'll
13 step to the mic and be sworn.

14 - - -

15 MICHAEL KIMBREL
16 upon being duly sworn, was examined and
17 testified as follows:

18 - - -

19 THE CHAIRPERSON: For the record, state
20 your name and address.

21 MR. KIMBREL: My name is Michael Kimbrel,
22 and I reside at 212 Frisco Road.

23 THE CHAIRPERSON: Thank you. All right.
24 If you would synopsise the operating procedures
25 for the area.

1 MR. KIMBREL: Okay. So anyone wishing to
2 reside on our property, we have an interview
3 process that they go through with me. And I
4 find out a little bit of their background.

5 I do a -- you know, a criminal background
6 check on them. And some of the criteria I look
7 for is people over the age of 50, women, members
8 of the LGBT community, and people that are
9 physically disabled.

10 Those four segments tend to be the most
11 underserviced in our community. And since
12 I've -- you know, we self-regulate at 15
13 residents currently, we are able to -- we choose
14 to assist those in most need.

15 And then once they get through the
16 interview process, and we find them a spot to
17 set up a campsite out at the property, they have
18 30 days of a trial period because there is a
19 potential that you can get past my interview and
20 then start acting a fool out at the property or
21 not get along with the other residents.

22 We have a handful of rules. The basic
23 rules are to keep your area clean. Since we
24 provide portalets and garbage pickup, there's no
25 reason for there to be garbage laying around, so

1 we do not tolerate that. There's absolutely no
2 violence. There's no drugs. All of those are
3 grounds for immediate termination off of the
4 property.

5 We do allow drinking, but we have a
6 no-belligerency policy, so, you know, if someone
7 has a couple of beers when they get back to the
8 camp, that's not a problem. But if they get
9 drunk and start acting up and causing problems
10 out there, they will be asked to leave.

11 So we ask that they, you know, respect one
12 another. We ask that if there's any issues,
13 that they try to resolve them themselves, but if
14 it cannot be resolved, I mediate the -- I come
15 out and mediate the situation. Then . . . I
16 mean, that basically sums -- sums it up. Do you
17 have any other . . .

18 MS. RIGBY: No. Whenever -- whenever they
19 choose to leave, do they tell you that they're
20 gone or do they come and go sporadically or once
21 there, do they stay a while? I mean . . .

22 MR. KIMBREL: Yes to all of the above. So
23 it varies. People experiencing homelessness all
24 experience it for different reasons. And what
25 it takes to get them out of homelessness is

1 also -- requires different amounts of time.

2 So we don't put a set time limit on
3 people, but we do -- we are constantly
4 encouraging them to work on getting out of the
5 situation that they're in. Permanency is not
6 what we look for.

7 But we have had people that have waited
8 over a year to get their Social Security
9 benefits so they can get into housing. And
10 sometimes you have to, you know, apply for a
11 birth certificate to then apply for Social
12 Security to then get a Florida ID before you can
13 get a job. And so sometimes there's a lot of
14 hoops to jump through before you can get
15 yourself off the streets.

16 We've also had people that have stayed out
17 there a week and gotten back on their feet
18 because they just needed a temporary respite.

19 MS. RIGBY: Right.

20 MR. KIMBREL: So . . . And then I've had
21 people that have left and stayed in contact with
22 me, so I get to get follow-ups on how they're
23 doing. And then I've had people that have left
24 in the middle of the night without telling me
25 and I've never heard from them again, so, I

1 mean -- so that's why I say yes to all of the
2 above.

3 MS. RIGBY: And then do y'all assist them
4 with getting back on their feet or do you give
5 them some direction? You know, go talk to these
6 people or go see these people, as far as
7 assisting them?

8 MR. KIMBREL: Yes. Yes, ma'am.

9 So we -- we depend greatly on other
10 organizations that focus on assisting in certain
11 areas. So if someone's needing Social Security
12 benefits, we help point them in the direction of
13 who they need to go talk to and -- and tell them
14 what they need, so that's part of the interview
15 process that I have, is assessing what their
16 needs are, and -- you know, and then point them
17 in the directions.

18 I sometimes help out with giving people
19 rides to doctors' appointments or, you know,
20 meetings with attorneys. You know, whatever it
21 is their need is, I try to help facilitate that
22 for them.

23 But there's a fine line between assistance
24 and enablement, so, like, we try to keep a good
25 balance there of -- of not enabling people to,

1 you know . . . to get -- get lazy with it.
2 Like, we -- we want them to continue motivation.
3 We want them to be empowered to get themselves
4 out of homelessness, not have me get them out of
5 homelessness.

6 MS. RIGBY: Right. And apparently you've
7 been, if you will, manager of the site for a
8 couple of years?

9 MR. KIMBREL: Since its inception.

10 MS. RIGBY: Since its inception. Okay.

11 MR. KIMBREL: Yes, ma'am.

12 MS. RIGBY: And . . . I guess that's all.
13 That's all my questions right now. Thank you.

14 MR. KIMBREL: You're very welcome.

15 MS. GUND: I've got a question. So the
16 little rectangular piece that's jutting out that
17 you don't own, you've got permission to build a
18 road through there?

19 MR. DUNAWAY: Yes, ma'am. We have legal
20 access across and through that property in the
21 deed, so we have an easement over that entire
22 strip from the -- if you were to square it off
23 at the -- you know, right there.

24 If you were to square off here, all that
25 whole strip, we have an easement over that

1 entire strip, so we just simply -- the road is
2 where it is because it's the first turn past --
3 there's a -- there was an old fence. Most of
4 the fence is still there. It's kind of fenced
5 off. But it's heavily bamboosed and heavily
6 vegetated. But, yes, we have -- we have access
7 over that.

8 Now, the property owner is -- has cleared
9 some of that strip because, you know, it's --
10 again, it's a nice wooded area, and that strip
11 takes you down to the water, the literal water,
12 not just the -- you can see where the wetland
13 marsh is at the very end of it, so. Fishing
14 path.

15 THE CHAIRPERSON: Any other questions of
16 the applicant?

17 MR. CASEY: I'm just curious. Does the
18 services that are provided, does that require a
19 business license?

20 THE CHAIRPERSON: You're directing it to
21 counsel?

22 MR. CASEY: To whoever.

23 THE CHAIRPERSON: Mr. Kimbrel, does it
24 require any licensing, I believe, is the
25 question?

1 MR. KIMBREL: Not -- not to my knowledge.
2 I don't believe so. And . . . I guess I need
3 to be mic'd.

4 Not to my knowledge. I believe the reason
5 it doesn't require licensing is because there's
6 no commerce taking place. I'm not charging any
7 of the residents to stay there, so because
8 there -- I'm not having them work for their stay
9 or pay me any money. There's no business
10 transaction.

11 MR. DUNAWAY: And Mr. Casey, if I could
12 clarify, was the question to the services of
13 providing rides and directing to Social Security
14 or was it directed to the issue the operating of
15 the camp?

16 MR. CASEY: Just in general.

17 MR. DUNAWAY: Yes, sir. And that was --
18 goes to the issue of what I was saying, that we
19 went through the licensing process through the
20 State of Florida. And that was the letter,
21 again, that we got that indicated that a license
22 was not required for that, that we were doing.

23 And, in fact, that's exactly what the --
24 what the letter says. And if I could -- and I
25 made copies. I'll provide a copy. Of course,

1 the staff has a copy of that.

2 But Mr. Chairman, with your permission,
3 I'll provide -- this is the letter that we
4 received. And I have a copy for Mr. Casey.

5 MR. CASEY: Thank you, sir.

6 MR. DUNAWAY: And that is the letter about
7 the license that -- permission that the State of
8 Florida says. And the indication was from the
9 Florida Department of Health, is that we did not
10 need a license.

11 THE CHAIRPERSON: Thank you. Is that it,
12 Jesse?

13 MR. CASEY: Yes, sir.

14 THE CHAIRPERSON: Are you okay?

15 Any other questions from the board? Any
16 question from staff of the applicant?

17 I'm sorry, Fred.

18 MR. GANT: Procedure -- procedurally, can
19 we -- can we call major hearsay -- hearsay at an
20 informal -- informal hearing -- hearsay accepted
21 in these proceedings?

22 MS. HUAL: It is at their discretion. If
23 you wish to entertain the testimony and how you
24 want to deal with it, whether you want to accept
25 it as evidence is up to you. And you'll judge

1 their credibility.

2 MR. GANT: Thank you.

3 THE CHAIRPERSON: Staff, any questions of
4 the applicant at this point?

5 MR. HOLMER: No. I was just going to
6 proceed with staff's opening.

7 THE CHAIRPERSON: If you'd like to make
8 your presentation, please.

9 MR. HOLMER: Sure.

10 MR. ROBINSON: Even though I'm abstaining
11 from the vote, can I ask questions? I have a
12 couple of questions.

13 MS. HUAL: You may participate. However,
14 you should disclose your conflict.

15 MR. ROBINSON: Okay. My conflict here,
16 why I'm not -- or why I will be abstaining has
17 to do with where I work.

18 We potentially have a relationship with
19 Sean's Outpost, so I have to abstain from voting
20 for that reason.

21 With regards to the road and cutting
22 through the easement, paving that road, will
23 that cause -- is that something that is going to
24 cause -- I mean, obviously it's an undue
25 hardship, paving the entire road.

1 But cutting through that other person's
2 property, is that something that's going to be
3 able to be done or does that open up a whole new
4 permitting and requesting and hearing process
5 for you?

6 MR. DUNAWAY: Mr. Robinson, in answer to
7 your question, I don't know what the engineering
8 difficulties will be. There will be engineering
9 challenges.

10 As you can see, that -- you know, that
11 road is running alongside that -- close to that
12 wetland line, so I don't know the engineering.
13 But I can address the legal issues, and that is,
14 we legally have permission across that entire
15 strip for access, for use.

16 We couldn't -- we couldn't -- we couldn't
17 do anything that would infringe on the use and
18 enjoyment of the strip for its property owner.
19 We do not own the fee, but it is burdened by an
20 access, by -- by an easement, which is the
21 entire -- that entire strip.

22 MR. ROBINSON: Okay.

23 MR. DUNAWAY: So we legally can build a
24 road over it. We're legally using it now, and
25 it wouldn't -- it would require coordination,

1 but it would not require another, I would hope,
2 lawsuit.

3 MR. ROBINSON: Okay.

4 THE CHAIRPERSON: All right. Staff's
5 presentation, please.

6 MR. HOLMER: Yes, sir. Thank you. Can we
7 swear in Mr. Jones, please.

8 - - -

9 HORACE JONES

10 upon being duly affirmed, was examined and
11 testified as follows:

12 - - -

13 MR. HOLMER: All right. Andrew Holmer,
14 Development Services Department.

15 So we're here today with an administrative
16 appeal. It's a unique thing that comes to this
17 board. Doesn't happen very often.

18 The standards that need to be met are
19 different from those that you see every month
20 with a variance or conditional use.

21 Something else I need to -- unusual. You
22 know, your normal variance case, you basically
23 have two sides. You have the county and you
24 have the applicant.

25 An appeal like this is unusual, in that

1 you essentially have three sides, if I can try
2 to make sense of that. We have an applicant.
3 We have an applicant that is seeking to find a
4 way to help an underserved part of our
5 community. And he's trying to do it in a way
6 that he feels will provide the most help without
7 providing harm to the neighboring properties.

8 Yes, the state is -- they license
9 campgrounds. Okay. Our Land Development Code
10 also has criteria for campgrounds. This
11 property is zoned HCL, heavy commercial, light
12 industrial.

13 It's an allowed use. Campgrounds are an
14 allowed use. But with any change of use, you
15 need to go through DRC. And I'll go into that
16 process.

17 The other side here is the neighbors. And
18 we have quite a few who have shown up. Excuse
19 me. I'm assuming a number of these are the
20 neighbors.

21 Look: They're in a position of having no
22 guarantees that this camp will have no adverse
23 impact on their property, their way of life,
24 property values. I mean, for most folks, your
25 home is your biggest investment. That's --

1 There's some strong emotions involved on that
2 side.

3 Same with the applicant. Here's -- he
4 wants to do -- to help, so obviously there's
5 emotion on that side as well.

6 But the third side in this case is the
7 county. We're the reviewing agency. Okay. We
8 issue permits for a change of use. We issue
9 permits based on a development order.

10 We, the county staff, in our review we
11 have to distance ourselves from any sort of
12 emotional appeal. You know, we have to be the
13 black and white, rather like our Land
14 Development Code.

15 As I tell this board all the time, our
16 Land Development Code is black and white.
17 There's no shade of gray for the staff. It
18 either meets the requirements or it doesn't.

19 We have a -- Mr. Robinson, you had
20 mentioned in your comments the paving being an
21 undue hardship. We have -- we have kind of a
22 philosophy here we follow at the county, where
23 there's one set of rules that applies to
24 everyone every time. Black and white. Doesn't
25 mean yes or no.

1 Does everyone have to go through this?

2 You know, everybody goes through this, the same
3 requirements. And the requirements in this, our
4 code does give us conditions that have to be
5 followed.

6 And they're in your package. Let me pull
7 that package. So we have -- we have a section
8 from the code in here. And it goes through
9 those specific requirements, if you will go to
10 the first couple pages there. Of the -- You
11 know, what we've got them on there, if you can
12 go to the next -- come on down. Come on down.
13 Up, up, up.

14 Compliance review. Okay. This is what's
15 in your package. This is what -- this is the
16 code that was taken -- the section that was
17 taken out of the code that refers to
18 administrative appeals.

19 So with a variance, you know, you have
20 your criteria based on unique physical hardship
21 on the land, et cetera.

22 So for this one, as it says there,
23 straight from the code, BOA shall conduct this
24 quasi-judicial public hearing to consider the
25 appeal.

1 Applicant has the burden of presenting
2 competent substantial evidence to you that
3 establishes each of the following conditions.

4 First one being, arbitrary or capricious.
5 At previous hearings, I gave you the state
6 definition. I'll do that again, if you'll go to
7 the next slide.

8 Essentially, with their needing to prove
9 on this case is that the staff's denial -- the
10 staff decision to deny was either arbitrary or
11 capricious, essentially saying that there was
12 no -- no logic behind it, there was no -- no
13 basis in the code for our -- the denial.

14 If you'll scroll down. Next one being
15 Land Development Code noncompliance. And once
16 again, the burden is on the applicant. You
17 know, the county did what it did. They're
18 appealing the decision of the county.

19 So essentially, was the -- was the county
20 appropriate in their decision? What -- did it
21 follow the LDC? Is there an adverse impact to
22 this applicant by the way of the county
23 following the LDC, like we do for everyone else?
24 Look: Our process is very simple. You come for
25 your development review. You meet the code.

1 Development order's issued. You proceed.

2 Protected interest. Again, all interests
3 are protected the same, whether comp plan, LDC.
4 Individual property owners, we use the same
5 standards for all every time.

6 Greater impact. This last one -- it kind
7 of filters into situations where we've had --
8 the county approved the development order, and a
9 neighbor or someone will come up to object to
10 the approval.

11 It keeps bringing us back to the same
12 thing, one set of rules, and the black and white
13 reality of if a project comes through
14 development review, it meets all the
15 requirements, hey, we issue the development
16 order. If it doesn't meet all the requirements,
17 it results in a denial.

18 Now, you know, as I said, staff is outside
19 the emotional realm on this. The denial is not
20 based on the idea. It's based on the submitted
21 plan. It wasn't denied by the staff saying,
22 "Well, this could meet the code," or the
23 applicant saying, "Look: Well, we could do
24 this."

25 It's what was done. Did that submission

1 meet the code as it was submitted? Yes or no.
2 You know, the idea of a campground, yes, we --
3 we're fitting this there.

4 It's not a residential use. The way our
5 code defines a residential use, it falls under
6 campground. Therefore, it's reviewed that way.

7 Is there an option? Mr. Dunaway brought
8 up the idea of conditional conditions added to
9 approvals. You do see conditions added to
10 approvals quite often. You do on a development
11 order.

12 But when you see a condition for approval,
13 it's along the lines of "wetlands to remain
14 undisturbed." For whatever reason, this site,
15 your special condition, you're limited to X
16 amount of signage; you are required to have
17 certain hours or something.

18 It's not a condition -- something that
19 would need to be on the face of the site plan.
20 The all-weather surface. And the county looks
21 at an all-weather surface as saying, "Hey, it's
22 a hard-driving surface." Okay. It's an
23 improved surface.

24 It's not just dirt: asphalt, concrete,
25 gravel, shell. It's something designed to

1 ensure that adequate runoff is taken care of
2 through stormwater provision under normal
3 rainfall. You know, it's not going to erode
4 away without -- you know, it's the kind of
5 surface that's not going to deteriorate under
6 your average rainfall, like a dirt road would.

7 The problem we on the staff side would
8 have making something like that a special
9 condition, where the development order would
10 say, "Okay. It's approved, with the condition
11 that you then come back and make this an
12 all-weather surface." We can't do that.

13 An all-weather surface brings in at that
14 point runoff. When you get runoff, now we're
15 going into the stormwater issues. There has to
16 be a separate technical review on that.

17 The plan submitted on the first page of
18 the plan, there are no calculations at all for
19 stormwater runoff.

20 The DRC can't approve a plan saying,
21 "Well, eventually you're going to put something
22 on there. It's going to cause stormwater. We
23 don't know how much, but we're going to sign off
24 anyway." The county cannot do that.

25 Something else that comes in. Once you

1 start looking in that direction . . . just do
2 the regular site plan, if you would.

3 Mr. Walter's comments did reflect that,
4 Okay. If . . . you know, he did mention the
5 idea that an all-weather surface, the width of
6 it may be reduced to 16 feet. That was approved
7 through -- by our fire safety folks. They
8 wanted to make sure they could get in there. If
9 it's an all-weather surface, they wanted 16
10 feet.

11 There is a fire hydrant at a nearby
12 corner, so they weren't worried about having to
13 get water. They knew they had the hydrant. But
14 the idea of going -- as a condition, an
15 all-weather surface besides stormwater, it kicks
16 in some other things.

17 Mr. Walter's last comment on there was to
18 please on the site plan delineate the area of
19 the access easement. It's right here on the
20 deed for Sean's Outpost. And it delineates that
21 area, if you would, that Mr. Dunaway was
22 referring to.

23 I plat out the legal description. That's
24 it. Okay. That is that 25-foot access easement
25 granted to the Sean's Outpost property. They

1 have the right to access that. They have the
2 right to cross it.

3 That needs to be shown on our development
4 record plan. It was not. We cannot grant a
5 development order saying, "Well, sure.
6 Everything's good." You know, anybody else
7 would tell them to follow the procedure and
8 label that, but "we're not going to do that in
9 this case."

10 We don't do that. One set of rules for
11 everybody every time. The easement? There may
12 be issues there with paving that. The deed for
13 the Sean's Outpost property clearly says
14 "permanent access easement." Doesn't say
15 anything about an all-weather surface.

16 The county would have issues at that point
17 of saying, "Well, you have an easement. You
18 have the right to cross. We're going to want
19 you to develop on someone else's property." The
20 other folks own the piece of property.

21 The county cannot say to an owner, "Well,
22 you have an easement across someone's property.
23 We're going to demand you develop that
24 property." We have to have -- the other folks
25 have to sign off on that being done. So these

1 are other issues that start kicking in when we
2 start looking at an all-weather surface.

3 You know, other things on the plan. At
4 the DRC meeting, all the focus was on the
5 roadway and the fact that it wasn't shown on the
6 plan.

7 There's other things that weren't shown on
8 the plan that had been discussed through the
9 various times of the submittal. Buffering
10 requirements. Heavy commercial, light
11 industrial. We require a buffer between that
12 and residential uses.

13 On the plan, it's shown as a 10-foot
14 buffer. Just says, "10-foot buffer."

15 Land Development Code calls for a 20-foot
16 buffer, with a Schedule C planting. That's a
17 specific delineation of, say, for every hundred
18 feet you need to put this number, this type of
19 tree, this type of bush, et cetera. It's very
20 specific. We require these things to be on a
21 plan for everybody.

22 On here it's just shown as 10 foot.
23 There's a note on there that says to look at
24 page C-3 for the buffer requirements. Page C-3
25 of the plan shows the driveway at Massachusetts.

1 It shows the requirements for that.

2 And it's got two sketches off to the side
3 showing the requirements for planting -- for
4 planting a bush or for planting a tree, not a --
5 okay -- like we require with everyone else, a
6 full listing: We're going to use Schedule C.
7 Here's what it entails.

8 We ask everyone to put these things on a
9 site plan. It's not -- we're not calling out on
10 one project. We go this way with everything.

11 You know, our . . . our staff, the
12 county -- our point here is pretty basic. If a
13 project comes in and meets the requirements,
14 we're going to approve it. If it doesn't, it's
15 going to be denied.

16 The conditions that we're allowed to
17 approve with conditions are not going to be
18 things that kick in other technical reviews
19 because we have no certainty on that.

20 We have no certainty that if the
21 all-weather surface, when that goes in, is the
22 stormwater -- what are the calculations? We
23 don't know. Our engineer hasn't gone through
24 that. We don't have anything given to us to
25 move with that.

1 Is that going to affect the wetland area?
2 Is there additional environmental review? We
3 don't know. There is a lot of uncertainty
4 there. We cannot approve a development order
5 with that level of uncertainty, not with
6 something that is required to be shown on the
7 plan. It keeps coming back to one rule, one
8 rule for everybody.

9 So the applicant is seeking to overturn
10 that denial. This board -- this board has some
11 powers when it comes to administrative appeal.
12 This board has the power of essentially the
13 official that approved or denied the plan that's
14 out there.

15 Part of that, though, is the idea that
16 while you have the power to overturn, this board
17 does not have the power to come through and
18 say -- in fact, I'll read it here from the code.

19 "The BOA shall have the same authority and
20 responsibility to change a decision found to be
21 in error as is given by the LDC to the official
22 who made the decision, but no more.

23 "The board may act only to the extent
24 supported by the established record of evidence
25 and only as necessary to maintain compliance

1 with the LDC and Comprehensive Plan. The board
2 can not offer opinions or interpretations
3 generally.

4 "The authority of the board to act as the
5 official does not -- does not -- include any
6 authority to diminish or otherwise change the
7 application of any -- any -- technical design
8 standard or specification established or
9 referenced in the LDC."

10 You have the power of the person signing
11 the development order. You do not have the
12 power to say, "Hey, let's just go ahead. Let's
13 approve it as is," because we don't know what
14 the technical specifications are.

15 Y'all are a varied group. You have a
16 varied amount of experience. You do not have
17 the power of our stormwater engineer to review
18 something that there's no calculations for.

19 So what we're asking, the county, is we're
20 asking you to look at this in sort of a
21 dispassionate sort of way. Black and white.
22 Did it meet the code? Yes or no. Was the
23 county decision to deny correct or not?

24 The denial is based on deficiencies in the
25 submitted plan, the sort of deficiencies that

1 would have resulted in a denial for any other
2 project that came through developer review.

3 It comes down to: Hey, could this meet?
4 But what was submitted that day? Did it meet
5 it? Yes or no. And that -- that's the county's
6 stand on this.

7 We don't have a lot of leeway here.
8 There's no gray area for the staff. What was
9 submitted that day, the decision was made. Did
10 it meet the code? Yes or no. It did not. It
11 was denied.

12 That's the staff's opening.

13 We'll move on from there, if you have
14 questions.

15 MR. STROMQUIST: I've got a couple of
16 questions for you.

17 MR. HOLMER: Yes, sir.

18 MR. STROMQUIST: When I'm looking at this
19 whole project, are you telling us that we as the
20 board could not say the initial submission
21 without a paved road is approvable or do we have
22 to include a condition of a paved road into
23 anything that we would yea or nay?

24 MR. HOLMER: You can only act to the
25 extent for compliance with the LDC.

1 MR. STROMQUIST: What I'm saying is,
2 initially they put in an application that didn't
3 have a paved road; right?

4 MR. HOLMER: There were multiple site plan
5 submittals. Let me -- You know what I should
6 do? I should tell how the DRC works. I'm
7 sorry.

8 Development Review Committee. Here's how
9 this works: Someone turns in a site plan. It
10 gets reviewed by the various disciplines that
11 look at a site plan for approval.

12 Yes, you have planning. You have access,
13 fire department, stormwater, environmental,
14 health department. Anybody that needs to review
15 it does so.

16 When those reviewers look at it, they
17 generate a list of comments. They say, "Here's
18 what the LDC says about what you want to do.
19 Please show this. Please provide this," et
20 cetera, et cetera, on your drawing.

21 The first submittal usually doesn't have
22 everything on it, and it didn't in this case.

23 The second plan submitted didn't have
24 everything on it. In fact, it didn't have some
25 of the things that were first requested.

1 The third submittal. They're coming in
2 for their final. They want to get their
3 development order. That's the end game here of
4 development review is, you turn in your plan
5 that meets all those conditions that were
6 requested. You get a development order that
7 allows you to pull permits, and move on.

8 The final submittal was missing a number
9 of these things that had been mentioned all
10 along. Some of them, sure, it may sound petty.
11 You know, hatching the easement or describe --
12 you know, labeling that buffer, giving us on the
13 sheet exactly what the plan schedule is for that
14 20-foot buffer, not 10. Those may seem like
15 nitpicky things compared to the idea of the road
16 and everything that it would kick in.

17 We require those of everyone, though. We
18 ask the same of every single applicant. Those
19 things were not shown on the site plan. That
20 gets us to this point.

21 It's: Did the plan that comes in that --
22 came in meet the requirements of the LDC?

23 This board is being asked: Does this --
24 did the denial, was it based in fact on the
25 code?

1 Here's what the reviewer said. Here's
2 their -- they give their references to the code
3 sections. Were those things on there? No. A
4 number of these weren't. That's what this board
5 is left with. Did it meet it? Yes or no.

6 MR. STROMQUIST: And I guess my question:
7 You talk about stormwater runoff, but there
8 wouldn't be a problem unless you put a paved
9 road in there.

10 So at current conditions, the way they're
11 using this, there is no stormwater runoff
12 problem?

13 MR. HOLMER: There might be. We don't
14 know.

15 MR. STROMQUIST: But there hasn't been one
16 indicated is what I'm getting at.

17 MR. HOLMER: Once again, we don't know.
18 The reviewer mentioned, you know, in his
19 comments the all-weather surface for the trucks
20 going in and out to access the portalets.

21 MR. STROMQUIST: They do that now; right?

22 MR. HOLMER: Yes. Yes. But to come in
23 for -- to come in through development review,
24 once again, it's not could it meet it or is
25 what's currently going on there.

1 They're requesting a change of use. If
2 you're requesting a change of use, you're going
3 from what you're doing to what is approved by
4 the Land Development Code.

5 If the code is requiring you to meet a
6 certain condition, like in this case an
7 all-weather surface, that's what we're dealing
8 with. Yes, the all-weather surface then kicks
9 in all these other reviews.

10 Once again, those -- there's no stormwater
11 calculation. The road is labeled as a dirt
12 road. What's required and what was provided
13 that they needed to require is not on the plan.
14 That's why it was denied.

15 MR. STROMQUIST: So you're telling me that
16 no matter what our decision is, this still has
17 got more hoops to jump through?

18 MR. HOLMER: The hoops were not all jumped
19 through at the time that this was presented for
20 development order approval. Because the hoops
21 were not jumped through, it was denied.

22 This board can overturn a denial of any
23 official action that falls under your --

24 MR. STROMQUIST: Right.

25 MR. HOLMER: Requirements. But the

1 section is telling you you cannot overturn some
2 sort of technical specification.

3 You cannot say, "Well, we don't think this
4 should follow the code."

5 It's down to, really, an appeal. It's
6 not: Let's argue about these performance
7 standards. It comes down to: Was the county's
8 denial arbitrary and capricious, really?
9 That's -- that's really what it comes down to at
10 the end of the day.

11 Was the denial just pulled out of thin air
12 or does that denial -- did that denial have
13 basis in the Land Development Code? That's
14 really what we're talking about today, not the
15 two emotional sides.

16 I mean, I understand that, but we have no
17 option to go there. We don't want to go there.
18 It's not our business, the emotional side of
19 things. We're black and white. Did it meet it?
20 Yes or no.

21 Board, here's what's being appealed.
22 Based on the code, was the decision just
23 arbitrary? Because if it was, sure, it could be
24 overturned easily. But it was not. It was
25 based on the code. We don't -- the staff does

1 not have wiggle room to make judgment calls on
2 this. It's black and white.

3 MS. RIGBY: Okay. I want to say
4 something. I've been -- I've done construction
5 plans, been a land developer 15 years. I've
6 been through the DRC process. It is a tedious
7 process.

8 My concern right now is that I don't think
9 that the board is getting the full understanding
10 of the DRC process. And it may be that y'all
11 can help us clarify this.

12 When you submit a site plan, which
13 whenever I submitted one, it was usually for a
14 subdivision, regular subdivision. Had roads,
15 had stormwater. We had footprints of houses,
16 covenants, all that kind of stuff.

17 And the first submittal -- we would have a
18 preapplication. The first submittal, we would
19 get a lot of comments back, and they were
20 standard comments that everybody gets.

21 And as -- as we submit or we discuss or we
22 adjust the comments based on our subdivision, we
23 work with the county saying, "Well, you know,
24 you said 10 feet. Could we have 7 feet, or the
25 stormwater you wanted here, can we put it more

1 to the north or to the south?" We are in
2 constant conversation with the staff and their
3 different departments, if you will.

4 And then we get to the final. And we
5 label everything that they wanted us to label.
6 And sometimes we bend over backwards, that some
7 of the items are what I would consider
8 rudimentary.

9 It sounds to me like maybe what was in the
10 beginning in the first plan switched to what it
11 is today, what was submitted in the final, as
12 far -- as I don't know if it's use. I don't
13 know if it's -- what you call it. Not a
14 residential area but now a campground.
15 Therefore, it's reviewed differently.

16 What I would like to know is -- because
17 this road, did it come in the last minute
18 saying, "Oh, by the way, we need a road"? Was
19 it in the beginning? Was it discussed in the
20 beginning, which is where it should have been,
21 that this will need to be an all-weather road,
22 and you will need to show it as a all-weather
23 surface that needs to be 16 feet wide, so forth,
24 and so on?

25 We have engineering plans from -- I think

1 it's Landmark, well-known engineering survey
2 firm in the area. This isn't done on a piece of
3 paper. This is done by, I'm assuming, an
4 engineer and survey work who had probably gone
5 through the DRC process before. So this isn't
6 something that -- wasn't just drawn on a piece
7 of paper.

8 It was probably given to these engineers,
9 and they probably went step by step because it's
10 time-consuming and it's tedious, and it can get
11 very expensive.

12 I guess what we need to know is, what were
13 the beginning comments? What changed? When did
14 the road come into play? When was it an
15 all-weather surface that was 16 feet wide? When
16 did that come into play?

17 MR. JONES: That came into play -- Horace
18 Jones, Director for Development.

19 The chronological order is -- and Mr.
20 Dunaway stated -- is very, very long. It's been
21 a very, very lengthy process.

22 If my memory serves me correctly now, Mr.
23 Will Dunaway -- they were aware of this
24 all-weather surface requirement earlier in the
25 stages, and I think he can state that.

1 MS. RIGBY: For the application process,
2 or review?

3 MR. JONES: During -- during our
4 initial -- during our initial going back and
5 forth with the reviews. And they were aware of
6 the issue, going back and forth with that issue.
7 Before we got to this point, we were -- they
8 were aware of it.

9 Now -- now, there was some -- there was
10 some going back and forth trying to -- trying to
11 expert -- we were trying to help them out
12 because of the financial concerns, but the code
13 still spoke so heavily.

14 The requirements of the Land Development
15 Code must be met. During all of this process,
16 there was a special magistrate hearing in the
17 middle of this process.

18 And Mr. Will Dunaway can attest to that.
19 And at that special magistrate hearing, the
20 direction was with staff to furnish them all of
21 the necessary comments again. And they'll be
22 working -- and we did that.

23 As a matter of fact, we sent the comments
24 to Mr. Dunaway again. And to -- and at the time
25 that they submitted, they were given a certain

1 date to -- to submit to try to bring closure to
2 this to the special magistrate. I don't know if
3 you got a copy of that, but stated that we need
4 to bring closure to this with the DRC process.
5 So . . . and that helped us all.

6 So when that special magistrate order was
7 made -- to try to get those comments to Mr.
8 Dunaway and his client. That was submitted -- I
9 believe I'm saying this correctly. I think the
10 record shows it was Mark Spitznagle, Landmark.

11 Staff again -- they determined --
12 submitted the comments to him because in the
13 letter that Mr. Will Dunaway submitted, the day
14 he submitted the plan stated that. Mr. -- On
15 the letter, that Mr. Mark Spitznagle -- can we
16 see all of the comments?

17 And we did. And we submitted that. So
18 during the initial stage -- like you said, it
19 was pre-op. But during the initial stage, it
20 takes -- we go back and forth, back and forth to
21 try to make sure we get the Land Development
22 viewpoint. And the many -- many times special
23 magistrate order, that helped us to really,
24 really direct them to get to a landing point and
25 staff to get to a landing point.

1 So -- so -- so they were aware of the
2 comments on all-weather surface. They were
3 aware of that -- of that being -- of that -- and
4 I think Mr. -- he stated that fact, that they
5 were aware of it.

6 But the issue for them is we do not -- we
7 asked staff and Mr. -- you stated very
8 eloquently and very, very, very, very, very
9 professional that we have to separate ourselves
10 from the emotional side of it.

11 But their problem is, "Mr. Jones," he told
12 me many times -- talking about Mr. Kimbrel --
13 "We don't have the funds." But the code does
14 not look at that. The code looks at the
15 letter -- of what the letter of the code
16 requires.

17 And access management -- stormwater. And
18 when they submitted those plans, there's
19 nothing -- we saw what the plans, the dirt --
20 dirt-dry was wet. You need to try to -- let's
21 go back and forth, see if we can -- again, you
22 can try to get that worked out.

23 But the day of when it came closer and
24 closer to the BOA or to the -- to the step 28, I
25 believe that was the DRC denial, my memory. I

1 think that was the submitted -- October was when
2 I think was one of them. They still wasn't
3 there until the last minute I heard again in Mr.
4 Dunaway on -- on this particular issue. And
5 that's why it was denied.

6 Yes, this has been a very lengthy process
7 to try to bring closure to this point. The
8 use -- and I think Mr. -- the use has -- was
9 already basically classified an order through
10 with the help of the special magistrate, that,
11 yes, this is a commercial review. It's not
12 residential.

13 It's not -- it's not normal. But as he
14 stated as a matter of factly, that it's not a
15 residential use. That use was already -- that's
16 what we require for any commercial development.
17 Requires a site plan review process. And that's
18 why they are in this process, trying to go
19 through it.

20 And we -- we work and try to get to the
21 point where at least give the staff all the
22 information to review. And the road was not
23 there, which, as you know, trigger stormwater.

24 And all those comments were mentioned,
25 but -- and I think he stated for the record that

1 we just didn't have the funds. But we cannot
2 look at that, regardless of how much it --
3 passionate they may be about it.

4 And I think we stated this board have to
5 look at: Was the decision to deny it, was it
6 based on requirements of the design study
7 manual, which is definitely part of the Land
8 Development Code?

9 And that's the reason why it was denied,
10 based upon those status. Yes, very lengthy,
11 very long, but we had to get to this point for
12 closure.

13 And that is where we are at this point
14 today, from the direction of the special
15 magistrate trying to comply with that special
16 magistrate order, and trying to follow through
17 so that they'll know to bring closure to this
18 issue from the site plan review site.

19 MR. STROMQUIST: Horace, what would happen
20 if we agree that they had to put in the
21 all-purpose road and you guys have denied their
22 permit?

23 Where do they go from here? I mean,
24 there's a -- I don't want something that all of
25 a sudden they have no place to go and the site

1 closes down.

2 MR. HOLMER: Okay. There's two avenues:
3 One, as with any decision of this board, there's
4 30 days to appeal that to Circuit Court.

5 Two, they have indicated, "Hey, we could
6 meet these requirements."

7 Okay. If you can meet the requirements,
8 turn in a plan showing that, and then we'll go
9 to the DO stage. I do not have the -- all the
10 information from the special magistrate's last
11 ruling. I'm not sure . . . There was something
12 about time kicking in, but I wasn't the person
13 arguing that case.

14 I don't have the magistrate's ruling, so
15 there may be some things there that need to be
16 followed in that direction. I believe Mr.
17 Dunaway can address that part.

18 MR. DUNAWAY: Sure.

19 MR. HOLMER: If someone turns in a
20 development order, it doesn't meet the
21 requirements, it gets denied. That doesn't mean
22 they can't resubmit meeting the requirements.

23 MR. JONES: And I would add to that, and
24 even if they did, the requirement's still going
25 to be the same. It's still -- See, that's the

1 thing also, too. Once you start -- you know,
2 once you start looking at road access, whether
3 it's gravel, dirt -- it cannot be dirt. It got
4 to be semi-impervious surface, whatever the
5 requirements is in whatever it is.

6 Definitely stormwater. And then -- and it
7 could -- has the potential of triggering another
8 fire review by fire safety to make sure that
9 whatever that surface is -- this is my
10 understanding, that whatever that surface
11 material is, got to be able to withstand a
12 truck.

13 I'm not the expert. I know Mr. Will is
14 going to say there's a possibility. So
15 whatever -- if they -- if there's a decision by
16 this board to remand it back, I don't know if
17 I -- I don't know if that's possible.

18 They're requiring -- the code still going
19 to stand as it stands. And it may require
20 engineering plans from a -- to do all the
21 stormwater calculations, but that's a fairly
22 lengthy road, as you can see.

23 So -- so -- so -- so -- and that's what --
24 that's why it was denied, based upon -- if -- if
25 there is -- if -- if they feel like that with

1 the whole process was flawed, the courts can
2 decide that, whether or not there was some
3 discrepancy in the Land Development Code. The
4 courts can -- can -- can -- can -- can -- can
5 work on what else will we need to do -- what we
6 need to do from that point.

7 But the -- the -- the requirements of the
8 Land Development Code still going to speak for
9 itself, even though it may be remanded back, if
10 that's the decision.

11 We still going to -- we still going to
12 have -- meet the same standard. And it may
13 trigger other reviews. We just cannot say at
14 that point -- at this point.

15 MR. STROMQUIST: What's the time frame?
16 Say they resubmit it with what you're asking
17 for. In the meantime, we don't have somebody
18 coming in and kicking everybody out. I mean,
19 what's going on?

20 MR. HOLMER: I'm sorry, Mr. Stromquist,
21 but that is where the other side of the house,
22 not the planning development side of the house.
23 That's for the code enforcement side and special
24 magistrate come in.

25 Once again, not having a copy of that

1 ruling, I'd kind of defer that to Mr. Dunaway,
2 if he would like to address how that would
3 factor in.

4 MR. STROMQUIST: I mean, is it 90-day time
5 frame? Is it six months?

6 MR. HOLMER: We -- we don't have one. Oh,
7 oh. I think I know where you're going. If
8 someone's denied a variance, they can't come
9 back for 180 days. This isn't like that.

10 MR. STROMQUIST: That's why I wanted to
11 make sure we weren't putting them in limbo for
12 six months.

13 MR. HOLMER: This doesn't have the same
14 requirement, but I know there was something in
15 that magistrate's ruling that we know is going
16 to play a part. I just -- I just wasn't a part
17 of that.

18 MR. DUNAWAY: Mr. Chairman, may I -- may I
19 address and respond to Ms. Rigby's question?

20 THE CHAIRPERSON: Absolutely.

21 MR. JONES: For the special magistrate, I
22 have a copy of the order -- of the signed order.
23 If you want to submit that in evidence, I do
24 have a copy of the signed special magistrate
25 order.

1 And -- and -- and I am not -- I am not no
2 lawyer, but I think it's -- it gives three
3 statements on page six, if you want to . . .
4 Mr. Dunaway, which is part of the packet. I
5 would like to submit -- if possible, I would
6 like to submit a copy of the signed order from
7 Mr. Robert Beasley, special magistrate.

8 (Mr. Robinson left the hearing.)

9 MR. DUNAWAY: Mr. Chairman, for the
10 record, that's dated 10 August 2016.

11 THE CHAIRPERSON: Okay.

12 MR. DUNAWAY: A seven-page document.

13 THE CHAIRPERSON: We need a motion from
14 the board to accept this.

15 MR. STROMQUIST: Make a motion to accept
16 the document.

17 THE CHAIRPERSON: Got a motion from Bill.

18 MR. DUNAWAY: No objection.

19 MS. GUND: Second.

20 THE CHAIRPERSON: We have a second.

21 Those in favor, signify by raising your
22 right hand.

23 (All board members hands raised.)

24 THE CHAIRPERSON: Passes unanimously.

25 Let the minutes reflect that Mark

1 Robinson, board member, was excused to depart.

2 We maintain a quorum.

3 MR. HOLMER: And we're going to label this
4 as -- we'll call it Staff Exhibit 1, for
5 purposes of adding it.

6 THE CHAIRPERSON: That's fine.

7 MR. GANT: Question, Mr. Chairman.
8 Essentially, are we allowed to supplement the
9 record? Can we submit an exhibit? Can our
10 staff do that? The plaintiff? Or does it --
11 that procedure -- showing that -- submit the
12 exhibit into evidence?

13 THE CHAIRPERSON: I think the motion
14 covered that.

15 MR. GANT: Okay.

16 MR. JONES: But I -- I want to -- I want
17 to clarify for the record, to preserve the
18 record, the order was October -- August.

19 MR. DUNAWAY: August 10th.

20 MR. JONES: August 10, 2016. That's
21 the -- and there was an amended order with some
22 changes, minor changes -- minor submissions.
23 That was September 7, 2016. So I would like to
24 submit both of these orders, both the special
25 magistrate order and the amended order, as is

1 evidenced in the record.

2 MR. GANT: Mr. Chairman, Mr. Dunaway
3 being -- as submitted is correct.

4 MR. DUNAWAY: No objection. Thank you,
5 Mr. Chairman record.

6 MR. GANT: Reflect that also.

7 THE CHAIRPERSON: Yeah.

8 MR. DUNAWAY: Mr. Chairman, may I
9 address --

10 THE CHAIRPERSON: Yes.

11 MR. DUNAWAY: Ms. Rigby really did cut
12 through the three years of my life very
13 succinctly in that process.

14 If we were developing a subdivision, we'd
15 be done, you know, except for the fact that, you
16 know, I'd be working for a developer that
17 doesn't have any money.

18 But beyond that, we understand that. We
19 know how to build roads, put in infrastructure,
20 build a house at the end of it. We know how to
21 do that. We know what the code says on that.
22 Staff knows what the code -- what the code says
23 on that.

24 Staff does not know what the code says
25 about doing nothing. That is, we came to them

1 and said, "We don't want to do anything. We're
2 not building anything. We're not going to do
3 anything. It's -- it's our property."

4 We just want people -- people wander up.
5 They go through the process that Mr. Kimbrel
6 just explained to you. We'd like to have them
7 to say, "You may stay here. It's our property.
8 You may -- you may have a safe place to be."

9 That's what we're doing. That's the thing
10 we were doing. And we went through just endless
11 discussion about, well, what does that mean? Is
12 that a land use change? Ms. Rigby knows this.

13 We're not building anything. If we're
14 building a building back there, we'd have to get
15 access back to it. We know how to do that. We
16 were trying to simply get a use.

17 Importantly -- and this is important.
18 You've already heard staff admit and say that
19 this is an allowed use. The code allows this
20 use. This is an allowed use on this particular
21 zoning area.

22 Now the question is, now what? And this
23 is the concern. And there is the process. And
24 this is why you have pointed out we didn't
25 submit for anything.

1 We -- in fact, we argued for a year Ms.
2 Rigby, and Mr. Chairman, and this board -- we
3 argued for a year with the county that we don't
4 need a permit. We're simply there. It's our
5 property, and people are there. What is that?

6 And I will -- I will say -- and I'm going
7 to submit this -- but this was -- Mr. Jones
8 provided this to you because I -- you know, I
9 asked him, and he'd hopefully provide it. And
10 he signed it on July 6, 2016, the summer,
11 because by that time we were under the gun with
12 the code enforcement because we had to get
13 something going.

14 We didn't have the time that you -- you
15 know, going back and forth in some form of
16 substance, label it, and do the trees, and then
17 hashmark it. We were done. Magistrate said,
18 "Do it. You got to be done."

19 But here's the document. I'm going to
20 present the whole document, but I -- I want to
21 just read for you what gets to the point that
22 you're saying.

23 In the second paragraph, it says, "Given
24 that an application is a request to obtain
25 required county approval of a regulated land

1 use, your letter -- and it says "the letter."
2 He was referring to my letter. I had actually
3 sent a letter, out of frustration to the county
4 administrator and said, "I'm not doing anything.
5 We're not trying -- we're not asking permission
6 to do anything. What is it we're supposed to
7 do?"

8 And he said, "Your letter's assertion of a
9 request to do nothing" -- because I had said,
10 "We're not doing anything."

11 >Your assertion of a request to do nothing
12 and not develop is contrary to the submission of
13 an application to permit a regulated use." No;
14 I know. I agree with Mr. Jones. It was a
15 catch-22.

16 If truly nothing is proposed, then nothing
17 requires review and approval. But the "nothing"
18 in quotes that is proposed to be done is the
19 something that has already been done.

20 That is the doing of something prior to
21 approval does not make a subsequent request to
22 obtain approval a request to do nothing. At a
23 minimum, such a request is to approve what has
24 been done.

25 I mean, that's what I'm trying to get

1 through. That's what we're trying to say. Is a
2 road required? Yes.

3 If we're going to put back a -- and our
4 original fault was, we were going to build a
5 shelter down there. It was going to be a large
6 area. We would have a kitchen facility,
7 bathrooms, place -- we -- we were -- that was
8 going to require a road. Everybody knew that.
9 We knew that.

10 But we don't have any money. We ran out
11 of money. That wasn't the process. So we came
12 back to the county. We said, "That isn't going
13 to work."

14 And they -- and they go, "Well . . ." and
15 we said, "We just want to do what we're doing."
16 And you say we have to get permission, so we're
17 going to ask you for permission.

18 And they said, "Well, you got to do a site
19 plan, and you got to pay \$859 to submit the site
20 plan."

21 And we said, "Well, what do we put on the
22 site plan?

23 "Well, you know, you gotta get -- you have
24 to get a survey, a wetlands survey. You know,
25 you gotta, you know, show us where the tents are

1 going to be."

2 Well, the tents move.

3 "Like, give us an idea. You know, I mean,
4 just tell us something."

5 And then finally -- finally -- and again,
6 you can go to the staff. They're in a catch-22.
7 They said over and over to you, "Black and
8 white. We follow the code. Black and white.
9 We follow the code."

10 I get it. But you're the shades of gray.
11 You're -- you've the opportunity to say --
12 because they're under the gun, because the
13 magistrate hearing -- because the county put
14 code enforcement saying, "Hey, you don't have
15 permission to be here."

16 Of course we said we didn't need to, but
17 in any event, the special magistrate said,
18 "Look, y'all got to do something. You gotta be
19 done. Submit the thing and make it -- get our
20 approval, don't get our approval. Follow the
21 appeal process if you have to, but come back to
22 me at 90 days afterwards and tell me what's
23 going on."

24 That's why the process ended. Otherwise,
25 we would be, just like you, Mr. -- we'd still be

1 working with staff. And -- and again, Mr. Jones
2 is right. We said -- they said, "You know,
3 look. Have to build a road back there."

4 Well, we can't do it. I mean, we can't
5 build a road. Is that really required?"

6 "Well . . ." and we went, again, back and
7 forth. I had hope and I still hope, because I
8 want to hear, that we're going to hear this,
9 "It's not arbitrary and capricious that we
10 require a road because if you're not -- it is
11 arbitrary and capricious to require something
12 that's not required." So I want to get to an
13 issue of exploring that.

14 But if it is that -- if that is the case,
15 then you can condition it. I know what Mr.
16 Holmer and Mr. Jones are saying. They're
17 saying, "We can't because we're staff."

18 And again, I understand the position
19 they're in. They -- they can't bear the burden
20 of signing off on the first homeless shelter in
21 Escambia County to be permitted. I get that.

22 But you can. The board -- this board is
23 seven. You can tell the county, "Hey, you know
24 what? Under the circumstances, Mr. Kimbrel's
25 explained, and the document that he submitted,

1 and the good work that you've done, and the fact
2 that you've been doing it for three years, and
3 it's a compatible process, and the land use
4 shows that it's an allowable use, and you're not
5 doing anything differently than you've been
6 doing for the last couple of years, absolutely,
7 we're going to check that in the block, and
8 we're going to allow that.

9 You can do that. That's not a -- that's
10 not beyond your purview. That's why we're here.
11 That's why there's an appeal process.

12 If it turns out that it's not, then the
13 next step is, I'm going to have to appeal it to
14 the Circuit Court, and we're going to ask a
15 judge to do exactly that.

16 And we're going to say, "Your Honor, we
17 met every objective criteria of the Land
18 Development Code."

19 And he's going to say, "What were you
20 trying to do?"

21 "Nothing."

22 "Really?"

23 And then he's going to say, "Well, why did
24 they deny it?"

25 "Because we didn't hashmark the X, the

1 access area, and -- and we didn't have -- we
2 didn't show an all-purpose road on the plan
3 because we didn't want to build an all-purpose
4 road."

5 And we're going to -- He's going to say --
6 then he's going to follow the criteria of urban,
7 and he's going to go, "Hmm. Looks like you met
8 the requirements for the issuance. Was it
9 adverse to the public?"

10 And he's going to find it's not. He's
11 going to find that it's not because the staff
12 has already told you it's not. They've already
13 told you that it's not about the homelessness.
14 It's not about a nuisance. It's not about a
15 problem. If you -- if it were, we would have
16 already heard that.

17 Then the neighbors are not -- they don't
18 want this there. I get that. I understand
19 NIMBY. I understand "not in my back yard," but
20 that's -- that's different.

21 So what you've asked and what Mr. Holmer
22 has said is that we didn't meet the technical
23 requirement.

24 We did. In fact, look at the -- Mr.
25 Holmer, where is the board's -- the DRC denial?

1 That's before them, right, in their package?

2 The three-page denial? The four-page denial?

3 MR. HOLMER: I've got -- I've got a hard
4 copy right here.

5 MR. DUNAWAY: Okay.

6 MR. HOLMER: I'll put it up on the screen.

7 MR. DUNAWAY: We'll want to make sure that
8 that thing -- let's look at the DRC denial.
9 There's a -- it's a four-page document, and
10 the -- the first standard project conditions --
11 the first seven are just standard project
12 conditions.

13 The second are special project conditions.
14 And -- and they're -- they're listed. And
15 that's fine. That's -- you know, again, they're
16 always conditions.

17 It could have been -- you can tell that on
18 page three, if we get it up -- okay. So -- so
19 this is the -- that's the standard project
20 conditions. They're always project conditions.
21 These are the standard ones.

22 Go to page three, three of four. Special
23 project conditions. There are three special
24 project conditions. You can tell that number
25 three was -- the first two are always there.

1 Number three was added. Any further
2 development within the parcel boundaries will
3 require review for compliance with stormwater.
4 Okay. That's a conditional requirement.

5 So if you find that you need a road, put
6 it as number four. But look on page four. Go
7 to page four, the denial. It was not approved.
8 It was denied.

9 The development plan is denied for the
10 reasons noted below. Well, note those below.
11 Keep scrolling down. Exactly. Exactly. There
12 isn't any.

13 What's the denial? And the denial is,
14 well, because we don't want a homeless shelter.
15 We don't want -- we don't want people living in
16 tents out on Sean's Outpost.

17 I don't know. We've met the objective
18 criteria. The burden shifts.

19 MR. JONES: I -- I would like -- I would
20 like to -- I would like to -- we do understand
21 that Mr. Dunaway is applicating for his client.
22 And we're advocating for what was done for the
23 process and the LDC.

24 And again, I believe that this board --
25 Mr. Drew stated very, very, very good. Was my

1 decision. What's the Escambia County decision?
2 To deny the development order.

3 Was it arbitrary and capricious? And I
4 still stand by it. No, it was not. This are
5 Land Development Code requirements that were
6 required per the Land Development Code. Black
7 and white. Those were not submitted.

8 And no, we cannot approve special project
9 conditions of that magnitude because of the
10 extensive review that is required with
11 stormwater, and for the road, and for access.

12 Yes, we do minor -- very, very minor
13 special project conditions, as we stated, for
14 signs, and then very, very minor, but this Land
15 Development Code of Escambia County, that's not
16 authorized me to. Those requirements must be
17 reviewed by staff, must be on the site plan,
18 must be reviewed by staff, must be reviewed, and
19 they must meet the Land Development Code
20 before -- and we keep on saying a permit. This
21 is a development order, which is distinct and
22 different from a permit.

23 In the special -- in the special
24 magistrate hearing -- Again, I know we're
25 arguing over whether or not that letter, which

1 I -- I will like to see that letter, Mr.
2 Dunaway, that -- that -- with my signature.

3 (Mr. Dunaway hands a document to Mr.
4 Jones.)

5 MR. DUNAWAY: And I would ask -- I have
6 the original, so they can --

7 MR. JONES: This -- this -- this is not a
8 letter from me. This is not a signed letter.

9 Again, I would like to say -- say for the
10 record -- be noted, it was noted that it was a
11 signed letter by me. It is not a signed letter
12 by me at all.

13 I can -- this was -- this is one of my
14 staff members who put together some things to
15 help facilitate this process. This process.

16 And what was signed was stated that, yes,
17 we gave him -- we gave them some information,
18 information only to help them proceed with the
19 process.

20 I did not write that information. It was
21 a staff member who I -- I trust emphatically.
22 It was based on internal -- and I guess going
23 back and forth to help you, especially with your
24 location criteria. This can help you do this.

25 So -- so -- so that's -- and I date the

1 date that I gave it to him.

2 MR. DUNAWAY: And you signed it.

3 MR. JONES: Yes. I -- I dated it and I
4 signed it to make sure that he got this, but as
5 far as me stating that, I did not write the
6 content of that. I did not write the content of
7 that at all.

8 It's just -- yes, I -- I gave the date --
9 I want to make sure I document that you got
10 this. So -- so -- so -- so -- so I want to
11 clarify that for the record.

12 Now -- now -- now, during the special
13 magistrate hearing, Mr. Will, he made those same
14 remarks and comments because the use. It shall
15 be here, whatever.

16 The special magistrate stated
17 emphatically -- and it's stated it's on page
18 four, which y'all have a copy. I would like to
19 read it for the record, Mr. Dunaway.

20 It says, "I agree with the county that the
21 current use by Sean's Outpost constitute a
22 development activity." So that that same
23 argument that he's been making for many, many,
24 many -- with County Attorneys' Office, with the
25 County Administrator, that -- that it would

1 not -- we're not doing anything.

2 According to the code, you are. So that's
3 why we got you in this process.

4 And we had -- we had had no one, as far as
5 my staff -- we do not go in with the intention
6 of automatically saying no, unless the code says
7 completely no with the zoning.

8 But with the process, we always like to
9 give people the opportunity, but we had to bring
10 closure from the special magistrate hearing.
11 And this . . . we cannot do this. We cannot do
12 this.

13 This board -- this process requires you to
14 make a decision. Was the denial of the permit
15 and -- denial of the development order to -- for
16 sake of clarity, as a development order, was
17 that arbitrary? Did I -- did we have the
18 grounds to make that denial? And the code gave
19 us the grounds to make that denial.

20 If they make -- if -- if they want to --
21 if -- whatever their decision is, it will go
22 before a court. It will be up to the court to
23 make those same assertions and argue that with
24 special magistrate.

25 But the special magistrate hearing is sort

1 of cut and dry. That they discuss uses. And --
2 and -- and -- and we cannot -- so are we
3 authorized the -- the -- the -- the staff to
4 make those special project conditions and
5 what's -- the Land Development Code is not
6 giving you the right to do that. It does not
7 give them the right to do that.

8 That's why we be careful, with the
9 understanding of this board, with your duties
10 and your responsibilities, to make sure that
11 what's my -- it was a decision to deny it. Was
12 it based upon facts or was it based upon
13 fiction?

14 The requirement is there. It speaks for
15 itself. And regrettably, their -- their
16 circumstances, I have -- we have to separate
17 ourselves from that issue.

18 MS. RIGBY: So based on -- based on the
19 letter that we just saw, the denial letter, what
20 is the basis for the denial?

21 MR. JONES: The basis for the denial,
22 which is -- which is -- Mr. Dunaway was at the
23 hearing. And it was clear, for the record.
24 That's why I say we could verify the tape for
25 the record. It was clear. Mr. Dunaway was

1 there.

2 And the same thing that I said at that
3 meeting I'm saying again. If you want to put up
4 for the record -- was clear that it was because
5 of the requirements of the Land Development
6 Code. They were not met.

7 They did not meet the access requirement.
8 They did not -- what -- what -- trigger a
9 stormwater review. None of that was shown.
10 None -- none of that was reviewed by staff.
11 None of that.

12 So, therefore, it had to be the plans that
13 they submit that my staff reviewed. They were
14 not there. So -- so -- so based upon my duties
15 as the -- as the planning director, I
16 recommended to the Chair at the time that this
17 development order be denied based upon those
18 facts, which they are governed. You can hear
19 the same facts.

20 And Mr. Will Dunaway was present, and so
21 able, so eloquent today to present why it was
22 denied. Not that he said that he doesn't know,
23 because he already made the case why it was
24 denied. So he heard that at that meeting.

25 MS. RIGBY: So based on this letter --

1 MR. JONES: What?

2 MS. RIGBY: Based on the denial letter it
3 says, "See below." But there's nothing below.
4 What should have been below is a reason for the
5 access requirement and stormwater requirements
6 were not met.

7 MR. JONES: Mm-hmm.

8 MS. RIGBY: That's what it should say.
9 Okay.

10 Let me back up here. Let me try to
11 understand this whole thing. In the beginning,
12 when the DRC reviewed the project, what was the
13 DRC reviewing?

14 MR. JONES: We was reviewing the site
15 plan.

16 MS. RIGBY: Was it -- was it a
17 commercial --

18 MR. JONES: It was reviewing --

19 MS. RIGBY: -- site? Was it a
20 residential --

21 MR. JONES: To answer your question --

22 MS. RIGBY: -- site?

23 MR. JONES: -- Ms. Rigby, this was a
24 commercial activity. We reviewed this per -- as
25 a commercial development activity that requires

1 site plan review, yes, ma'am.

2 MS. RIGBY: Okay. So it was reviewed as a
3 commercial site.

4 MR. JONES: Yes.

5 MR. HOLMER: The property use is listed as
6 vacant commercial. Going to a campground is a
7 change of use. Change of use on commercial
8 sites requires development reviews.

9 MR. JONES: Yes, it does.

10 MR. HOLMER: The magistrate, of course,
11 kicking all of us back into this situation, we
12 had to figure out where we were going.

13 MS. RIGBY: So it started out as
14 commercial use, but because it's a vacant site,
15 you can't have a vacant commercial use, I guess,
16 so then it went to a campground use?

17 MR. HOLMER: That was -- the developer
18 review was the change of use of the activity on
19 that site.

20 MR. JONES: Mm-hmm.

21 MR. HOLMER: That hasn't changed. The
22 development order was denied. It remains vacant
23 commercial. To change that to anything else
24 does require the DRC, along with the order we
25 got from the magistrate that put all of us into

1 the DRC position.

2 MS. RIGBY: So was it reviewed as a
3 campground or was it reviewed as a commercial
4 vacant land?

5 MR. HOLMER: All right. It was reviewed
6 as a vacant commercial site going to campground.

7 MS. RIGBY: Okay.

8 MR. HOLMER: That's the use change.

9 MS. RIGBY: Going to a campground.

10 MR. HOLMER: Yes.

11 MS. RIGBY: So those performance standards
12 or design standards were then in a campground
13 standard, if you will.

14 MR. HOLMER: If you will, yes. There's --
15 there's -- there's generic, you know, change of
16 use, commercial piece of property. There's
17 generic ones that go along with that.

18 And I know we're -- everybody's gotten
19 wrapped up in the idea of the roadway. I
20 understand that. That would kick in these other
21 reviews. Let's not overlook the fact -- I mean,
22 it got overlooked in all the discussion at the
23 DRC.

24 There are other deficiencies in this site
25 plan that would have ended in a denial for any

1 other plan. It's not just that road. You know,
2 standards and things required on the plan that
3 would hold everybody to . . .

4 MR. JONES: Yes.

5 MR. HOLMER: . . . simply weren't done.

6 MS. RIGBY: But the denial said "see
7 below," and there was nothing below. That
8 concerns me, that if you can't tell me why I was
9 denied, then I can't tell you how to fix it.

10 MR. JONES: I understand -- I -- I
11 understand -- I understand what you're saying,
12 but -- but as I stated before, Mr. Will Dunaway,
13 he was present at the meeting wholeheartedly --
14 there's -- there's a record, and he -- and he --
15 that's why we're here today.

16 After -- after that happened, that same
17 meeting, the same meeting is what -- he want --
18 "I want to file -- I want to file for the
19 appeal."

20 We went back and forth on. We went back
21 and forth on whether he should have to pay the
22 funds. And we made the decision, well, he got
23 to pay for the appeal.

24 So -- so the issue for the denial, yes,
25 Mr. -- Mr. Jewel [sic] is absolutely correct.

1 There were other issues that were -- that --
2 that are germane to the site plan that were not
3 present. That were not present.

4 MS. RIGBY: But you're --

5 MR. JONES: The primary -- the primary
6 issue that was present that was presented at
7 that site plan review hearing -- Mr. Will
8 Dunaway was present. And I know -- I know this
9 young lady -- maybe there was something that we
10 may not have done by putting that before him,
11 but that's why we're here today.

12 It was denied primarily for the focus if
13 there was a oversight on someone's part. That's
14 why we are here today. It was done primarily --
15 that's why we're here, for the appeal for the
16 issuance of the -- because of those requirements
17 had not been met. And if he comes back and
18 still cannot meet them, it will still be the
19 same thing.

20 MS. RIGBY: I guess -- I guess my concern
21 as a board member is, we are here today to say
22 whether or not the denial was arbitrary or
23 capricious.

24 I can't tell you because I don't have the
25 facts as to what, in fact, or why, in fact, it

1 was denied. And that's what I can't wrap my
2 hands around. I don't have -- I don't have
3 punch lists. I don't have the -- you know, the
4 review of the DRC to say, "Okay. This was
5 required. You didn't do this."

6 I mean, we talked about roads, sort of.
7 We talked about the four corners, sort of, but I
8 don't have any -- something concrete that says,
9 you know, the denial was based on A, B, C and D,
10 and Mr. Applicant will not do A, B, C and D.
11 And obviously, then, yes, I can understand it.
12 It was denied. And the applicant doesn't want
13 to do it. Do you see what I'm saying?

14 THE CHAIRPERSON: I agree 100 percent.

15 Let me ask counselor a question. Based on
16 what Ms. Rigby just said -- and we know that
17 this is -- this is tough for this board to make
18 a decision.

19 If we remand this back to staff and charge
20 them with the task of gathering with the
21 applicant, what is the consequence of that? And
22 if there is a consequence, why can't we do that?

23 MS. HUAL: I'm not sure I know what you
24 mean by "consequence." Yes, you have the
25 authority to approve or disapprove or modify the

1 decision of staff, and that could include a
2 remand with instruction, so . . .

3 THE CHAIRPERSON: That answers my
4 question.

5 We have a couple of other speakers.

6 MR. GANT: I have a question. How -- To
7 the attorney: How are we tied to our -- how do
8 we consider the order to bring order from the
9 DRC in terms of our -- the order eventually and
10 went against the staff presentation and -- and
11 the like?

12 Is there any kind of process you must
13 consider, or does one trump the other? I'm just
14 trying to determine is -- the overall fact to
15 the board today, staff comments, the DRC order,
16 Dunaway presentation.

17 MS. HUAL: Again, it's in your discretion
18 to weigh the evidence as presented. It's all
19 considered evidence.

20 MR. GANT: Did you -- so -- so the -- so
21 the DRC is not -- not the -- the only thing. We
22 need to consider everything else.

23 MS. HUAL: No.

24 MR. GANT: Okay. You want to instruct us
25 on the -- we're not struck -- we're not stuck on

1 the one document.

2 MS. HUAL: No.

3 THE CHAIRPERSON: There will be a chance
4 to ask further questions for the staff from the
5 board, from the applicant.

6 I'd like to call on a speaker. I believe
7 it's Richard Grimes. And if you'll step to the
8 podium, sir, and give your name and address and
9 be sworn in.

10 - - -

11 RICHARD PIERCE GRIMES, III
12 upon being duly sworn, was examined and
13 testified as follows:

14 - - -

15 MR. GRIMES: Richard Pierce Grimes, III,
16 254 Fennel Street, Pensacola, Florida 32505.

17 If you can pull the map up, you'll see the
18 house that says "Grimes." That's my house.

19 All the property that was purchased from
20 ECUA, half of it belongs to me, half of it
21 belongs to my son-in-law's father. He lives one
22 house down from me.

23 Yeah, we purchased that property to keep
24 them from coming any closer. I've heard all
25 this about them. Them. Them.

1 What about us? What about the people that
2 live in the neighborhood that are here to
3 support me? What about our rights?

4 They burn constantly. How would you like
5 to open the windows at your house every night
6 and have it filled with smoke and fire?

7 The portajohns are two feet off the
8 privacy fence that they put up. Mr. Dunaway
9 said they put up for the neighborhood.

10 No. They put it up because code
11 enforcement was allowed to come on the ECUA
12 property and take pictures. They put the
13 privacy fence up so they couldn't take pictures
14 no more.

15 What about the property where there is no
16 privacy fence around on Cleo, where all those
17 people see this? There's nothing blocking it
18 from their houses. What about, you know, you
19 see everybody -- borrow pits?

20 The residents have something to say about
21 a borrow pit being put in their neighborhood.
22 When they wanted to put probation and parole
23 downtown in the Coca-Cola building, they didn't
24 want it there because of the undue foot traffic.

25 Well, what about the undue foot traffic in

1 our neighborhood? Yes, I'm not saying all these
2 people are bad or mean or going to do anything
3 damaging. It's only going to take one.

4 I have a seven-year-old son. When this
5 all started, I had him and two of my grandsons
6 in the back yard look out the window. There's
7 two men sitting on the ground at the fence with
8 a puppy talking to my children.

9 Now, they deny that. They say that other
10 people were out there and present, and that I'm
11 telling a lie. But I know what I saw. I know
12 what I read in the newspaper.

13 Mr. Dunaway, the very first meeting three
14 years ago, they knew they had to have a road in
15 there that supported a 44-ton fire truck. It's
16 in the Pensacola News Journal. It's not -- I'm
17 not just talking off my head. So they knew all
18 this three years ago.

19 They said these people are here
20 temporarily. There's two been back there.
21 One's been back there almost two years. Another
22 one's been back there a year and a half. How is
23 that temporary?

24 Some of those structures -- and I call
25 them structures -- they're tied between trees

1 and Gulf Power -- are as big as my -- almost as
2 big as my house. Come on.

3 So we do not -- the neighborhood should
4 have the right. We do not need this in the
5 neighborhood. And yes, this will be the first
6 homeless campground permitted anywhere in the
7 United States.

8 If this gets permitted here, y'all could
9 wind up having them behind your house because
10 you set a precedent at that point.

11 VOICE IN THE AUDIENCE: That's right.

12 MR. GRIMES: They brought in -- When Mr.
13 King started all this, he put in the newspaper
14 that he did us a favor: He bought land in a
15 blighted neighborhood. I don't consider my
16 neighborhood blighted. But he did us a favor.

17 I've had one Realtor tell me that we could
18 expect a 10 to 25 percent drop in our property
19 values over the next two years if this gets
20 permitted.

21 But another one says, "Oh, it's
22 commercial. You can expect your property value
23 to go up."

24 When you look out my kitchen window and
25 see the top of three portajohns and all these

1 tents, I really don't see my property value
2 going up any time soon.

3 So I'm here to request that you deny this,
4 that you stand behind the county and deny this.
5 You know, it's one thing to want to help people,
6 but you can't destroy somebody else at the exact
7 same time.

8 This doesn't need to be in a residential
9 area. If this was a KOA or a Good Sam's, I'd
10 still be standing right here fighting it, so it
11 has nothing -- it has to do with the use, not
12 the people that are using it. And that's --
13 that's really all I have to say.

14 THE CHAIRPERSON: Okay. Board, any
15 questions of the speaker?

16 MS. GUND: I do. So you purchased the
17 rectangular property?

18 MR. GRIMES: No. You see where it's
19 L-shaped there?

20 MS. GUND: Mm-hmm.

21 MR. GRIMES: On the -- be the south end
22 where Gulf Power is? That easement -- there's
23 an easement on the south end there that belongs
24 to Escambia County. It's going -- it's a
25 permanent easement. The sewer line runs through

1 there and all.

2 From that point, 272 feet is my property.
3 From that point on over belongs to my
4 son-in-law's father, Mr. Biles. And he had to
5 leave. He had a doctor's appointment. He was
6 here, and he had to leave. So that's -- Yeah.

7 MS. GUND: That other one.

8 MR. GRIMES: No. That's my son-in-law's.
9 That belongs to Mr. Biles. They knew that.
10 They had it on one of their site plans, labeled
11 it in our names, but for some reason it's not on
12 this site plan. Labeled it that way.

13 They tried to use it as a buffer. They
14 had it labeled as a buffer on one of their site
15 plans. No one -- It didn't belong to them then,
16 but, you know, they listed it as a buffer.

17 MS. GUND: So that is this rectangular
18 piece.

19 MR. GRIMES: That's me right there, yes,
20 ma'am.

21 MS. GUND: Okay. Parcel of land, but you
22 don't own that other rectangular piece?

23 MR. GRIMES: No. That belongs to Tony
24 Biles, my son-in-law's father. So it's in the
25 family.

1 MS. GUND: He agreed that they can build a
2 road across it.

3 MR. GRIMES: Not a road. We bought it,
4 and we -- we were under the impression they had
5 the right to cross it. I don't know . . .
6 nobody said they that could go in there and
7 build any of that. We were told they couldn't
8 build anything on it or, you know, occupy it in
9 any way, shape or form. They just had the
10 ability to cross over it, is what ECUA informed
11 us when we bought the property.

12 MS. GUND: Thank you.

13 MR. GRIMES: Okay.

14 THE CHAIRPERSON: Any other questions?
15 Staff, do you have questions?

16 MS. HUAL: Board members, I just wanted to
17 caution you to follow up on your questions.
18 Your decision, whatever it may be, must be
19 supported by competent, substantial evidence.

20 So as you hear the testimony of lay
21 witnesses, their testimony should be limited
22 strictly to facts of which they have personal
23 knowledge, unless you wish to qualify an
24 individual as an expert. Any other testimony is
25 considered pure speculation.

1 THE CHAIRPERSON: Correct.

2 MS. HUAL: So . . . May I ask the
3 witness --

4 THE CHAIRPERSON: Yes.

5 MS. HUAL: And, yes, please refrain from
6 making assertions about property values unless
7 you're qualified as an expert on that. I've got
8 in the PowerPoint -- could you switch to that?
9 This -- all the way. All the way down to the
10 very last one.

11 Mr. Grimes, I'm going to show you -- it's
12 not in that one. Okay. Never mind. Go back to
13 the second one, if you would, please.

14 On that site plan -- on that site plan,
15 the long parcel on the west side that we're
16 talking about, on the site plan it's shown as a
17 single parcel of land running all the way from
18 the easement that's at the south end all the way
19 up through to the top and including the leg, so
20 to speak, that has the easement across it, on
21 the site plan that's all shown as ECUA parcel of
22 land that has one property reference number, you
23 purchased this property. It's no longer ECUA
24 property; is that correct?

25 MR. GRIMES: Hadn't been for two years.

1 MS. HUAL: Okay. The lower half of it
2 belongs to you.

3 MR. GRIMES: Mm-hmm. Yes.

4 MS. HUAL: The upper half to the Biles.

5 MR. GRIMES: Mm-hmm.

6 MS. HUAL: Okay. And you've already
7 testified they're not here to -- they're not
8 going to ask any questions about that.

9 MR. GRIMES: Right. Right.

10 MS. HUAL: That is important for the
11 staff, this issue of ownership. You know.

12 MR. GRIMES: Okay. I --

13 MS. HUAL: The county --

14 MR. GRIMES: Can I walk up there?

15 MS. HUAL: Sure. Sure. I will have to
16 show it with the mouse, but --

17 MR. GRIMES: Right here, if you take this
18 line right here and you draw it across,
19 everything this way is legally registered in my
20 name and deeded to me. Everything that way
21 belongs to Mr. Biles.

22 MS. HUAL: Okay.

23 MR. GRIMES: And it's legally deeded on
24 the county -- if you went to the county plan,
25 you'd see the division.

1 MS. HUAL: It's like Sean's Outpost has on
2 their easement, the right to cross that.

3 MR. GRIMES: To cross it, yes.

4 MS. HUAL: Thank you.

5 Just wanted to -- the county has an issue
6 here, once again, with any site plan, treating
7 this as we would anyone else. If we're
8 approving a site plan that does involve someone
9 else's property, this involves -- yes, there's
10 an easement across it, but the ownership is in
11 the Biles. It's not ECUA. We want our plan to
12 be accurate. We want the plan to reflect that
13 there's an easement across that, and the
14 ownership.

15 MR. GRIMES: Sure.

16 MS. HUAL: Parcel numbers change when it's
17 submitted. We need to have that reflected on
18 the plan. We ask that of anyone. That's one of
19 those things that was not shown on this, the
20 requirement for that easement to be -- same sort
21 of -- I know it sounds nitpicky, but if we're
22 involving someone else's property they own, we
23 have requirements that we expect to be shown on
24 the plan. Thank you.

25 THE CHAIRPERSON: Thank you, sir.

1 Any questions? Counselor.

2 MR. DUNAWAY: I actually thought Mr.
3 Holmer was asking him a question. Was he making
4 argument? I wasn't sure.

5 MR. HOLMER: I asked a question and
6 explained why.

7 MR. DUNAWAY: Okay. Understood.

8 Before I did cross-examine, I appreciate
9 the board attorney clarifying that. And I would
10 just make that as a standard objection, that is,
11 that nonexpert testimony be not considered.
12 This is a lay witness, so that testimony
13 regarding these other issues would be ignored.

14 - - -

15 CROSS-EXAMINATION

16 - - -

17 BY MR. DUNAWAY:

18 Q. Mr. Grimes, you have complained to the
19 Board of County Commissioners about the use of the
20 property by Sean's Outpost, have you not?

21 A. Yes.

22 Q. How many times have you appeared before
23 the Board of County Commissioners to complain about this
24 use?

25 A. I believe I spoke twice.

1 Q. And you've been -- you were present at the
2 DRC to object at that board; is that correct?

3 A. I've been to every DRC county -- you know,
4 every meeting about this, yes.

5 Q. Including every special magistrate
6 meeting?

7 A. Yes.

8 Q. Every opportunity you've been here to
9 object to this use by Sean's Outpost; correct?

10 A. Yes.

11 Q. And you would consider that their use of
12 the property to be, from your standpoint, a problem?

13 A. Yes.

14 Q. And were you the one that helped in
15 getting the word out to area neighbors about this issue?

16 A. Yes, sir. I was the number one person. I
17 mean, I'm at ground zero, yes.

18 Q. Right. Your property actually abuts to
19 the west; correct?

20 A. Yes.

21 Q. And you have a house that is in lot six
22 that's labeled on --

23 A. Yes.

24 Q. That's where you reside.

25 A. That's my homestead, yes.

1 Q. And then all the ways behind you was the
2 ECUA property before you and your son-in-law's father,
3 who is Mr. Biles, is one lot north of you?

4 A. Yes.

5 Q. And y'all bought it at auction.

6 A. Right.

7 Q. And y'all own the property.

8 You knew that its prior use, right -- you
9 were familiar with its prior use?

10 A. Yes. It was a gentleman to be -- I hope
11 this is admissible. Freckles the Clown originally owned
12 it. When he passed away, his son lived on it on two
13 trailers. And they grew some trees and stuff back
14 there. They had a little greenhouse at one time.

15 I know that -- for a fact that the county
16 during one hurricane, he allowed them to dump a lot of
17 debris on there. The county went in there and had them
18 cleared up, and put -- he lost the property to back
19 taxes, and then they bought it from the gentleman that
20 bought it on the back taxes.

21 Q. So the prior use was a residential use in
22 a temporary structure, and then it had code violations
23 because it was used for dumping; is that correct?

24 A. No. I believe it -- they had two trailers
25 on it that he lived in, but it was more commercial, used

1 for, you know, flower -- I don't know what the word for
2 it -- landscaping business, something like that, yes.

3 MR. DUNAWAY: I have no further questions.

4 THE CHAIRPERSON: Board have any questions
5 of the speaker?

6 Thank you, sir.

7 MR. GRIMES: Thank you.

8 THE CHAIRPERSON: Ivan -- Alvin Kelly.

9 MS. KELLY: Should be Catherine Kelly. My
10 husband's not going to speak.

11 THE CHAIRPERSON: That will be fine.
12 State your name and address and be sworn in.

13 MS. KELLY: I'm Catherine B. Kelly. I
14 reside at 4335 Bridgedale Road, which is three
15 blocks west.

16 - - -

17 CATHERINE B. KELLY
18 upon being duly sworn, was examined and
19 testified as follows:

20 - - -

21 THE CHAIRPERSON: Go ahead.

22 MS. KELLY: As I stated, I reside -- my
23 husband and I reside three blocks west of the
24 Sean's Outpost. We resided there for 37 years.

25 And since Sean's Outpost has been there

1 for the last three years, they have been allowed
2 to cut trees, burn wood, leaves, and other
3 trees.

4 If I cut a tree in my yard, I have to get
5 permission to do it, to cut it down. Now, there
6 is a no-burn ordinance that has been constantly
7 ignored.

8 And Sean's Outpost for the last three
9 years, since they've been allowed to cut and
10 burn constantly, almost daily, I have not been
11 able to enjoy sitting on my front porch because
12 of the smoke in the air. It's very difficult
13 for me to breathe because I have asthma, and
14 it's a health issue for me.

15 There is also a safety issue for me
16 because there are a lot of strange people coming
17 through the neighborhood and Sean's post has
18 been three blocks away from our home.

19 Sean's Outpost is illegally on this site
20 because we do -- they do not have access to come
21 in there because of the burning that they do.
22 The trucks -- the fire trucks can't go in and
23 out of there.

24 And I know all of you have viewed and
25 looked at the local news and the national news

1 as to what happened in Tennessee last week. The
2 possibility exists that the same thing can
3 happen to our neighborhood.

4 I can't burn leaves in my yard. Why
5 should they be able to do all the burning that
6 they do on their property? There shouldn't be a
7 double standard.

8 And for safety reasons, I am requesting
9 this board to deny them access to -- well, I
10 can't -- you can't deny them access to their
11 property, but to please side against them being
12 on this property and doing the things that they
13 are doing, for my personal reasons, and as well
14 as a lot of other people that live in the
15 neighborhood that are here and present today.

16 And I'm just asking you to consider my
17 objection because of health reasons, safety
18 reasons.

19 The trucks -- fire trucks can't go in
20 there. They say they have fire extinguishers.
21 Fire extinguishers they don't always stop.
22 There's eight -- eight acres out there. And
23 they have been allowed to cut and burn. And I
24 don't think it's right.

25 If I burn leaves in my yard, Code

1 Enforcement will do something about it. And I
2 don't think it's right that they are allowed
3 because the air should be for everyone. And
4 they allowing me not to enjoy my personal
5 property because of the smoke in the air.
6 Please consider my objections.

7 THE CHAIRPERSON: Thank you.
8 Board, any questions of Mrs. Kelly?
9 (No response.)

10 THE CHAIRPERSON: Staff?
11 (No response.)

12 THE CHAIRPERSON: Mr. Dunaway.

13 - - -

14 CROSS-EXAMINATION

15 - - -

16 BY MR. DUNAWAY:

17 Q. Ms. Kelly, if I'm not mistaken, this is
18 the first time that you've voiced an objection to this
19 process in an open public hearing; is that correct?

20 A. Yes, open public.

21 Q. Yes, ma'am.

22 A. But I have talked to Mr. Kimbrel
23 personally . . .

24 Q. Yes, ma'am.

25 A. . . . down at the county commissioners'

1 meeting.

2 Q. Yes, ma'am. We appreciate that.

3 A. And I expressed my concern.

4 Q. Your concern. Yes, ma'am. We appreciate
5 that.

6 With regard to the allegations of cutting
7 and burning, were you familiar with the -- aware of the
8 fact that the county code enforcement apparatus has
9 been -- well, I don't think it to be wrong to say
10 "vigilant" over the Sean's Outpost for the last several
11 years? Were you aware that code enforcement --

12 A. I have -- I don't know what the Code
13 Enforcement's have done.

14 Q. Yes, ma'am.

15 A. But when I smell the smoke, I get in my
16 car and go and look and see that the smoke -- it goes up
17 in the air, in the atmosphere.

18 Q. Yes, ma'am.

19 A. And it spreads all the way over three
20 blocks from there. And I'm sure it extends further.

21 Q. And you've made that complaint to Code
22 Enforcement?

23 A. I have called.

24 Q. To Code Enforcement?

25 A. I have called.

1 Q. Yes, ma'am. Yes, ma'am.

2 With regard to the illegal cutting, have
3 you seen trees being felled on the property?

4 A. No, I have not seen any trees being
5 felled, but I can see smoke.

6 Q. Yes.

7 A. And it's coming from someplace.

8 Q. Yes, ma'am.

9 A. Sand don't burn.

10 Q. And you were talking about the cutting of
11 trees, specifically is what I was referring to.

12 A. Whatever is on their property that they
13 are getting rid of, they have been burning it.

14 Q. And you've seen trees being cut?

15 A. I've seen the smoke. And you can look
16 straight through there and see that it's clearer than
17 what it was.

18 Q. Yes, ma'am.

19 A. Over the years. I've stayed here at my --
20 at our address for 37 years.

21 Q. Yes, ma'am. Yes, ma'am.

22 A. And I never been able to look through that
23 property and see through there. The water that's down
24 in the drainage, I've never been able to see that.

25 Q. Yes, ma'am. And you live to the west;

1 correct?

2 A. Yes, I do.

3 Q. So between you and Sean's Outpost is Mr.
4 Grimes' and Mr. Biles' property.

5 A. Yes, it is.

6 MR. DUNAWAY: Yes, ma'am. No further
7 questions.

8 THE CHAIRPERSON: Any other questions from
9 the board?

10 (No response.)

11 THE CHAIRPERSON: Thank you very much.

12 MS. KELLY: Thank you.

13 THE CHAIRPERSON: Staff, would you like to
14 make a closing statement?

15 MR. HOLMER: I'll be happy to speak.

16 MR. DUNAWAY: Mr. Chairman, just a point
17 of procedure. I would request an opportunity to
18 have rebuttal.

19 THE CHAIRPERSON: Yes.

20 MR. DUNAWAY: I'd like to call Mr.
21 Kimbrel. I'd call Mr. Kimbrel.

22 - - -

23 MICHAEL KIMBREL

24 having been previously duly sworn, was examined
25 and testified further as follows:

1 MR. DUNAWAY: Mr. Chairman, may I ask the
2 questions from here to facilitate that process?

3 THE CHAIRPERSON: Yes.

4 - - -

5 DIRECT EXAMINATION

6 - - -

7 BY MR. DUNAWAY:

8 Q. Mr. Kimbrel, earlier, in questions of one
9 of the board members you provided some background and
10 details of the operation of the facility out there.

11 What I'd like to now ask you some
12 questions about, the actually -- the actual permitting
13 process that got us here, and --

14 MS. HUAL: Would you mind using the
15 microphone?

16 MR. DUNAWAY: Oh. Well, I regret that it
17 appears that the battery -- maybe I've got --
18 maybe it will. Does that work?

19 BY MR. DUNAWAY:

20 Q. So Mr. Kimbrel, you've been involved in
21 this process from its origination; is that correct?

22 A. Yes, sir, that is correct.

23 Q. And Sean's Outpost purchased this
24 property. And what were your plans initially for the
25 property?

1 A. Our plans initially were to build a
2 bathhouse with shower facilities and restrooms, a
3 washroom for laundry purposes, as well as having a
4 series of tiny homes that people would graduate up to
5 from initially a campground area to a graduation into
6 tiny homes.

7 Q. And you knew and understood that that
8 process would have required an access road; correct?

9 A. Yes, sir.

10 Q. And then, when we first started going
11 through the process with the county, when all of those
12 kind of larger plans went by the wayside, what was the
13 process by which we got to where we finally decided that
14 it looks like we're going to have to make an application
15 simply to do what we're doing? What was that process
16 when we finally made that decision?

17 A. Not quite sure if I understand your
18 question.

19 So basically, we -- from the initial
20 plans, massively changed once we were outbid for the
21 ECUA property. And then from that, we started bit --
22 our main source of funding ended up . . .

23 Q. Donations that were coming in?

24 A. Yeah, yeah. Donations started drying up,
25 and so we didn't have the funding that we initially had

1 thought that we were going to have. And so it -- the
2 process slowly started getting whittled down to what
3 you're currently seeing on the screen today.

4 Q. And just to clarify, what you're currently
5 seeing on the screen is essentially what is the present
6 operation, with just a few more tent sites; is that
7 correct?

8 A. Yes, sir, that is correct.

9 Q. And that is the current operation, is
10 simply people with permission can pitch a tent and go
11 through the process as is outlined in the . . .

12 A. Yes, sir, that is correct.

13 Q. What trees and clearing have you done on
14 the properties illegally?

15 A. None.

16 Q. Has there been any other commercial
17 activity or any other unpermitted activity out there,
18 other than what -- the idea that people are just
19 referring there?

20 A. No, sir.

21 Q. So you heard Ms. Kelly just state that the
22 area is cleared. That area that was -- is the strip,
23 that area has been cleared, hasn't it, that you cross
24 over that's owned by Mr. Biles?

25 A. Yes, sir, that -- that -- that area has

1 been cleared, minus -- minus the trees.

2 Q. Who cleared that?

3 A. I believe Mr. Biles did.

4 Q. Because he owns that property; right?

5 A. Yes, sir.

6 Q. Okay. What area of Sean's Outpost has
7 been cleared?

8 A. Other than, like, basic landscape
9 maintenancing [sic] --

10 Q. So y'all removed all --

11 A. Weeds.

12 Q. -- of the junk that you found out there.

13 A. Yes, sir.

14 Q. And what was that? What did you find out
15 on the property?

16 A. Out on the property when we first
17 initially bought the property, it ranged from -- there
18 was a series of flower pots to a jet ski, huge piles of
19 rubble from -- which looks like construction debris.
20 There was some playground equipment. It -- it -- it
21 basically looked like a dump site.

22 Q. And what improvements did y'all make in
23 that?

24 A. We -- we removed all of the debris.

25 The -- some of the construction debris, like huge pieces

1 of concrete we used to outline trails and what is called
2 the road or the dirt path, the dirt road.

3 And even Code Enforcement commended us on
4 a good job of cleaning it up and a good use of the
5 construction debris that had been on property.

6 Q. Explain to the board the process that
7 you're working with, the State Department of Health and
8 local health officials and those inspection processes
9 that were occurring on the site.

10 A. So we initiated weekly inspections with
11 the Escambia County Health Department at a fee of \$50
12 per inspection.

13 And they would come out once a week
14 basically unannounced. They would call me 30 minutes
15 ahead of time, saying, "We're on our way out there."

16 And I would -- sometimes was able to meet
17 them; sometimes was unable to, to escort them through
18 the property. And they would walk around, if I was with
19 them, point out, you know, this is going to be a
20 problem. This isn't a problem.

21 These are things you want to look for that
22 are going to be health violations. And these are things
23 that we look for when, you know, we're inspecting
24 trailer parks or RV campgrounds.

25 And in some cases, if things that they had

1 pointed out to me existed during one of the inspections,
2 they would note it in the inspection, and then it had to
3 be corrected by the next inspection, so when they'd come
4 back out, they would notate that it -- you know, the
5 previous violation was corrected.

6 And over time, they started requesting
7 that we do less and less inspections. If I'm correct,
8 they currently do one inspection a year for most
9 permitted facilities.

10 And so, after, I believe it was, six to
11 eight months of weekly inspections, we dropped bimonthly
12 to eventually monthly, to where now they -- they do not
13 come out and inspect. And I believe that they've even
14 stated that our campground is cleaner than some of the
15 RV parks that they inspect.

16 Q. So what, if any, adverse issues are going
17 on out there, from a neighborhood perspective? You've
18 heard Mr. Grimes, and you've heard Ms. Kelly testify.
19 What is your response to that?

20 A. So some of the concerns that they have
21 I -- I share. I personally would like to see less
22 burning going on, but our rule out there is that they
23 can only burn for one of two reasons: And that's either
24 to cook or to stay warm, which is also permitted in the
25 county code.

1 Q. And you've gone through that process and
2 know that those are two exceptions to the open-burning
3 rule; correct?

4 A. Correct. And -- and they -- they are well
5 aware that they are not allowed to cut down any trees or
6 anything on the property, so they either pick up dead
7 growth off of the ground or there have been people from
8 the neighborhood and the surrounding Escambia County
9 area that has brought in firewood on their own accord.

10 I haven't asked -- I have never requested
11 firewood to come in, which people have just brought in
12 firewood, knowing that they would need something to stay
13 warm with. If we had the finances, we would probably
14 lean towards propane.

15 Q. And, in fact, you provided through the
16 winter months, at the county's request, propane heaters;
17 correct?

18 A. Yes, sir. And -- and we still have them.
19 And when we have the propane, we use that in lieu of
20 burning.

21 Q. Michael, what other aspects -- what other
22 efforts have you and Sean's Outpost taken with regards
23 to any type of problems or concerns that have come up
24 and been brought to your attention? I mean, have they
25 been quickly rectified?

1 A. Yes, sir.

2 Q. And give us an example of a situation that
3 was -- you know, that came up, came to your attention
4 and was rectified.

5 A. I'm actually drawing a blank right now,
6 but let's see.

7 Q. Well, Mr. Biles -- earlier there was
8 testimony that you put in -- Mr. Grimes testified that
9 you put in the fence to keep the Code Enforcement from
10 taking pictures. Is that why you installed the fence?

11 A. No, sir.

12 Q. Why -- why did you install the fence?

13 A. Mr. Grimes had no problem sharing with us
14 that he was not too happy about what we were doing. And
15 we were trying to be respectful neighbors because
16 working in homelessness, we are -- we are very much
17 aware that homelessness is very much frowned upon.
18 It's -- in -- in some cases even vilified by -- the view
19 of homelessness is that it's all criminals and drug
20 addicts.

21 And so we -- we understand that that's --
22 that that's the view, so out of respect, we wanted to
23 put up a privacy fence. And we -- we share all concerns
24 with the criminal element in homelessness. We recognize
25 that there is a criminal element in homelessness. And

1 those people are not welcome on our property.

2 MR. DUNAWAY: No further questions.

3 THE CHAIRPERSON: Thank you, sir.

4 MR. KIMBREL: Thank you.

5 MR. JOLLY: I'm sorry. May I speak?

6 THE CHAIRPERSON: Did you sign up?

7 MR. JOLLY: No, sir, I didn't.

8 THE CHAIRPERSON: We'll get your
9 signature.

10 MR. JOLLY: Didn't know I was supposed to.

11 MR. JONES: Once he signs the form, can he
12 speak because time is --

13 THE CHAIRPERSON: Come forward, sir. And
14 if you'll be kind enough to state your name and
15 address and be sworn in.

16 MR. JOLLY: My name's Louis Jolly. I live
17 at 1418 Cleo Drive.

18 - - -

19 LOUIS JOLLY

20 upon being duly sworn, was examined and
21 testified as follows:

22 - - -

23 MR. JOLLY: I been living at that place
24 in -- on Cleo Drive for a long time. And I'm 82
25 years old. As far as those people talking about

1 cutting down trees, I've seen them cut the trees
2 down.

3 I've cleared the -- be clearing the bushes
4 in there. My fence is my back yard, and the
5 tents the people live in, they probably as far
6 as from here to that window there is how close
7 they are to my property.

8 And every morning when I get up and step
9 out my back door, I'm on notice. I don't know
10 who's back there or who's not back there.
11 People coming and going all the time, but I'm
12 concerned about my safety, my wife's safety, and
13 my neighbors' safety.

14 So as far as smoking and setting those
15 porta-johns go, they smell pretty ripe sometime,
16 so when I get ready to sell my property, when
17 you show your property to somebody, and they
18 say, "Well, what's all that blue stuff? What's
19 all that back there?"

20 I said, "Well, them's the homeless people
21 live back there. You can get that put in the
22 house. When you buy the house, you can get that
23 for free."

24 So I just wanted to say that very -- I'm
25 82 years old, and we're concerned for our safety

1 as well. Thank you.

2 THE CHAIRPERSON: Just a moment.

3 Board, any questions?

4 (No response.)

5 THE CHAIRPERSON: Staff, any questions?

6 Counselor.

7 MR. DUNAWAY: Nothing.

8 THE CHAIRPERSON: Thank you, sir.

9 State your name and address.

10 MS. JOLLY: My name is Helen Jolly. I'm
11 Jack Louis Jolly's wife.

12 - - -

13 HELEN JOLLY

14 upon being duly sworn, was examined and
15 testified as follows:

16 - - -

17 MS. JOLLY: I live at 1418 Cleo Drive.

18 Our house is right adjacent to the tents. The
19 tents are as close from one end of your podium
20 to the other end. That's how close we are.

21 We can look out our kitchen window and see
22 the people walking around. There's probably
23 four to five tents back there. They're large,
24 very large. They have two or three vehicles out
25 there.

1 They turn their vehicles when they drive
2 in. They are -- their lights shine, you know,
3 right on our back door, which comes out the
4 side.

5 And in discussing how thin or thick the
6 woods are, when we moved here, we chose not to
7 have a privacy fence because we do like to see
8 the woods.

9 So when Mr. Freckles died, and then when
10 his nephew moved out, there was no more woods
11 down -- there were no more -- they both lived in
12 a trailer, and they took the trailer -- the
13 nephew took the trailer with him.

14 And so naturally, the woods are thinner
15 now because we can see these people. We hear
16 them. If they're fussing and fighting, we hear
17 that.

18 We found a dog in our back yard that did
19 not climb the fence. It was a very sick dog.
20 And there's no one -- there's only one lady
21 living on our left side, and she has dogs in her
22 house that lives in her house, so she's an
23 animal lover, but the dog was very sick. And my
24 husband fed him. And he finally left -- and the
25 next day, and we didn't see him anymore.

1 My husband let him outside the fence
2 because he could not climb the fence. He had a
3 large growth on the very back of his back, and
4 he was very mangy. And he was -- he was so weak
5 he could hardly walk.

6 And as far as the tree cutting, there was
7 a big -- big large tree, maybe about 11 inches
8 in diameter on the right side -- on their side
9 of the fence.

10 And when we -- my husband and I both walk
11 because he had an illness. And so our yard is
12 very large, and we walk in our yard. And when
13 he -- when he -- when we walk, we walk down that
14 side.

15 And one morning the tree was down. It had
16 been cut to a -- maybe about three feet from the
17 bottom. And it was laying down. So they had
18 cut the tree overnight because we're in our back
19 yard every day. But we don't stay there because
20 we don't feel comfortable.

21 And there is burning, like Ms. Kelly said.
22 She may live three blocks over but we live
23 adjacent to them. And there is burning a lot.

24 And we did notify code to begin with, but
25 then, you know, we realized that well, code

1 couldn't go to -- they couldn't always -- they
2 couldn't go inside the property, so we stopped
3 contacting them.

4 But we, too, have allergies. And we can't
5 breathe good, so we have to stay inside. And
6 when they -- when they moved in this property,
7 they kept it very quiet what they were doing.

8 And, in fact, my husband was walking. And
9 he asked Mr. King when he came down the alley
10 behind our house, which belongs to the county,
11 and then Mr. Grimes bought the property that's
12 behind them and adjacent to us as well. He
13 bought that property.

14 But Mr. King was coming down the alley
15 behind our fence. And my husband introduced
16 himself to him and asked him if they were
17 building.

18 And he mumbled and kept walking. He
19 didn't say anything, so we didn't know anything.
20 We watched because we saw the toolshed that they
21 had out there that they were using to mow and do
22 different things with. And we observed that.

23 But, yes, we can take pictures from our
24 back yard. We don't have to climb on anything.
25 And if any of you would like to come out to our

1 house, you're very welcome. We would welcome to
2 take you back there and show you exactly.

3 And those tents go all the way down from
4 their privacy fence on the left or to the west
5 all the way to the east, as far as their
6 property, I suppose.

7 Thank you.

8 THE CHAIRPERSON: Thank you, Ms. Jolly.

9 Any questions of Mrs. Jolly?

10 (No response.)

11 THE CHAIRPERSON: Staff, any questions?

12 (No response.)

13 THE CHAIRPERSON: Counselor, any
14 questions?

15 (No response.)

16 THE CHAIRPERSON: Thank you, Mrs. Jolly.

17 MS. JOLLY: You're welcome.

18 THE CHAIRPERSON: We will ask for closing
19 statements at this time, beginning with the
20 staff and ending with the applicant.

21 MR. HOLMER: Thank you, Mr. Chairman.

22 I'd like to bring us back. We've gotten
23 some testimony here. Once again, there's been
24 testimony that's got a lot of emotion attached
25 to it. There's been testimony about the use of

1 the property.

2 We're not here today to determine the use
3 on the property. We're here today to discuss
4 the denial of the development order.

5 The person serving as chairman that day?
6 Should they have written in that entire -- the
7 whole list? Sure, they could have. Would it
8 have changed the denial? No. Those
9 deficiencies were still there, the deficiencies
10 that resulted in the denial.

11 Y'all made mention of -- some board
12 members made mention of remanding again. We're
13 not here with a conditional use, where this
14 board determines if a use is appropriate or not.

15 In that case, sure. You could say, "Hey
16 listen. There's -- there's some outstanding
17 issues here. Why don't you go back? Why don't
18 you go back and see if you can resolve those and
19 then we'll talk about it?"

20 You're not determining use. We're
21 determining that development order: Was the
22 denial backed up by facts in the code or was it
23 not? It's -- it's -- it's -- I mean, I hate to
24 keep saying this. It's that simple.

25 It's not feelings. It's not could it meet

1 it. It's did it. Did it meet it that day? Was
2 the decision right?

3 Could they go back? Sure. They could go
4 back. Could they meet the conditions? Hey,
5 that's -- that's what the county was asking for
6 in the first place. That's not what we're here
7 today to talk about.

8 We're here today because the applicant has
9 come and said, "This denial was incorrect. It
10 was denied incorrectly. There was not a basis
11 for the denial."

12 Appeals are a different animal before this
13 board. It's not a matter of coming in and
14 saying, "Here, have a second bite at the apple."
15 That would be great. That's fine. You know, we
16 want everyone to come into compliance.

17 We say all the time, especially Mr. Jones
18 says all the time about granting or finding a
19 way, giving someone a path to compliance.

20 So there is a path to compliance. It's
21 meeting the requirements of the LDC. That's not
22 what we're here about today. What we're here
23 about today: Was that denial factually based?
24 Yes or no.

25 This board, when it comes to an appeal --

1 So if you scroll down, please. These are the
2 pages from the Land Development Code dealing
3 with administrative appeals.

4 Please go down. So here we have final
5 determination. It's laying out that you're
6 going to need -- if you do a finding one way or
7 the other, here's what your finding is.

8 You're going to have to state how the
9 decision of the administrative official was
10 arbitrary or capricious. If that's not proven,
11 then you would need to affirm the denial.

12 And below that, if you would just scroll
13 down, board authority. Let's face it: I'm a
14 geek about these development standard things. I
15 truly think this board's authority is not to say
16 something is some technical standard that can be
17 waived or it's okay to move ahead without,
18 because there is -- there is a further technical
19 review called for.

20 If we want to talk about the roadway and
21 going to some sort of impervious use or
22 semi-impervious use surface, there's a ratio for
23 each one of those as to the stormwater that
24 comes off of it. That's how stormwater
25 calculations are based.

1 We don't have any calculations. There
2 were none of those on the site plan. The
3 request is in there: "Hey, we want to see this
4 all-weather surface," but there's no
5 calculations.

6 The things -- the deficiencies missing on
7 the plan, they're there. We're -- we don't get
8 to look at it. And I keep saying this. I'm
9 sorry. We don't get to look at this as, "Wow,
10 is this an appropriate use or not?"

11 This isn't the avenue for that. This
12 isn't what the DRC is doing. The DRC is doing:
13 Does the plan meet this? Yes or no. The denial
14 was based on deficiencies on the plan.

15 Like I said, three sides. We're right in
16 the middle. Okay. We don't necessarily want to
17 be in the middle. That's where we are.

18 The magistrate was quite clear, explaining
19 to the applicant and to the county, "Hey, go
20 through the DRC. Bring this to a resolution."

21 The application -- the site plan submitted
22 for that resolution in October had multiple
23 deficiencies that would have resulted in a
24 denial for any use. You could have brought in a
25 grocery store, and with all those deficiencies,

1 it still would have been denied for a grocery
2 store. The use isn't factoring into the staff's
3 decision.

4 The county does not -- the county
5 disagrees with the idea that the denial was
6 arbitrary and capricious.

7 We've outlined areas of the code where the
8 facts are. We've explained that the denial was
9 based on those deficiencies. Those are facts.
10 Those are facts. That was not arbitrary. We're
11 not talking about somebody not liking a use.
12 That's capricious. We didn't go there. Staff
13 did not go there.

14 The staff went letter of the law. And
15 really, at the end of the day, that's what this
16 is about, was it -- was it arbitrary and
17 capricious, the denial? County says no, it's
18 not. The burden should be, if the applicant
19 wants to overturn that, they need to prove that
20 it is. Thank you.

21 THE CHAIRPERSON: Thank you, sir.

22 Board, any questions of staff?

23 (No response.)

24 THE CHAIRPERSON: Counselor, before your
25 summary, would you like to ask staff any

1 questions?

2 MR. DUNAWAY: Mr. Chairman, I believe -- I
3 believe we've covered all that. I'd be happy to
4 move right into closing.

5 THE CHAIRPERSON: Okay, sir. Remember
6 your mic.

7 MR. DUNAWAY: Thank you, Mr. Chairman and
8 members of the board. And we do appreciate the
9 time and effort that you spent, along with the
10 public who are here who have been through this
11 process, again, many times.

12 And you are the appeal board. You're the
13 board that acts in the shoes of the planning
14 director, and you get to make the decision that
15 the planning director can make.

16 The standards here are very clear. The
17 Irving standards of the Supreme Court give it
18 those -- those standards. That is, did the
19 applicant show substantial compliance with the
20 objective requirements of the Land Development
21 Code for the applicant use that it was
22 requesting? What it was requesting here in this
23 case.

24 If it did, then the burden shifts to the
25 staff to prove that the issuance of that permit

1 would be adverse -- in fact, adverse to the
2 public.

3 General ideas of, "I don't like it, not in
4 my back yard," Supreme Court has already
5 indicated that that kind of lay testimony does
6 not rise to the level of an adverse use.

7 We've met those objective criteria. The
8 staff failed to meet its burden in showing that
9 it's adverse. This board ought to approve the
10 permit.

11 And let us get to that point. What is it
12 that you would be approving? Because Mr. Holmer
13 said this is not about the use of the property,
14 and any quotes from the special magistrate as to
15 what we were going through.

16 And let me be clear, because Mr. Jones
17 brought this up: The applicant, Sean's Outpost,
18 did not -- we weren't -- we are not fighting
19 currently today the fact that we had to make a
20 development review submittal. We gave in to
21 that. We gave up on that fight. We lost.

22 We filed the application for the
23 development permit. We paid the fee, \$859.
24 We're here. We know that we are going through
25 some process of approval.

1 The question -- and I think Ms. Rigby
2 pointed this out in her discussion with the
3 staff. And I think the staff's articulation
4 back to you shows very clearly the tension and
5 the problems that we're having.

6 We're not talking about a subdivision. We
7 know what a subdivision is. We're not talking
8 about a KOA campground, which I think Mr. Grimes
9 stated eloquently his position on that.

10 It doesn't matter whether it's going to be
11 a homeless camp or a KOA campground. Mr. Grimes
12 is going to be opposed to somebody doing
13 something to make this property behind him not
14 vacant.

15 It's commercial property. It's currently
16 vacant. We wanted to use the use that we're
17 doing now. The magistrate addresses that in
18 page two of the original order.

19 And he says -- and he goes, "The county
20 position is that the change of use from vacant
21 to the existing use is a, quote, 'development',
22 pursuant to the Land Development Code."

23 I get that. Mr. Holmer pointed it out.
24 He said, "That's why we had to file the
25 application." We agreed. We did so.

1 And so what is it that we were doing?
2 Just that. Just that. We want that use to be
3 approved. And we know that that use is approved
4 because the code says it's approved, and the
5 staff has already testified earlier they told
6 you this is an allowable use.

7 So what, then, is it that needed to be
8 approved? And it gets to the point of where
9 we -- of where we are. The code -- look at the
10 provisions. And Mr. Holmer had them up there.

11 It says here, "The specific provisions
12 identified in the appeal application are
13 applicable. Make sure that these are applicable
14 to the decision."

15 Well, look in your package. Look at my
16 letter of October the 27th. You have that
17 package before you. I state that at the DRC,
18 the issue is narrowed to the county claim that
19 the design standard manual, DSM, Section 2.2
20 required the construction of an all-weather
21 access road.

22 And you heard Mr. Jones testify in
23 response to Ms. Rigby's question. What is it?
24 Because the development order doesn't say. Just
25 says, "Denied. See below." Nothing there.

1 And he said it's the access road and the
2 stormwater that would be associated with it.
3 But we know from the testimony that stormwater
4 is not required if there's no access road
5 required.

6 So the question is: Is there an access
7 road? Is that required? Staff said DSM 2.2
8 requires that. We didn't hear any testimony or
9 evidence submitted to that today.

10 But in any event, we -- the applicant said
11 to the DRC: "Okay. Issue the permit contingent
12 upon the access road. Make it a condition."

13 Staff says, "We can't do that because it
14 wasn't on the application. We can't add to it."
15 But you see, you've got -- you've got special
16 conditions all the time. Go back and do the
17 stormwater -- the flood plain analysis. And all
18 kinds of conditions that are put on there.

19 We don't think this road's necessary. And
20 the reason, again -- and point this out --
21 because we're not doing anything. We're not
22 developing anything.

23 We're simply asking for what is the use.
24 And that's what the magistrate said. The
25 change -- the existing use is vacant. We know

1 that.

2 What is the use now? Well, people are
3 there. There went the battery. They're using
4 it. It's a residential use. We know that the
5 use is allowed under the code. The question is:
6 How do you get to a point in which you, the
7 county, can approve?

8 MR. JONES: Probably need to get to the
9 mic. Be able to hear you and record it.

10 MR. DUNAWAY: How do we get to a position
11 in which the county . . .

12 (Microphone stand collapses.)

13 MR. DUNAWAY: Because it's happened
14 before.

15 MR. HOLMER: I got it. It happened to you
16 the last time.

17 MR. DUNAWAY: Mr. Chairman, I'm just going
18 to hold it so it doesn't drop through.

19 MR. HOLMER: There you go.

20 MR. DUNAWAY: So that's the whole point.
21 What is it that we're doing? It's the use. It
22 was vacant. You know that there was a
23 trailer -- two trailers on there. Hauled the
24 trailers off. It was used as a dump, so we're
25 using it for residential use and temporary

1 shelters, so that's -- that is the issue that's
2 before you. That's the clear matter that is
3 before you on this case.

4 We believe that you, based on the fact
5 that you've seen, can overturn staff and issue
6 the denial -- and issue the permit.

7 If you feel uncomfortable with that, then
8 we are asking, just as we asked the DRC, then
9 overturn staff's condition, issue the permit and
10 condition it on the implementation or the
11 building of an all-weather road.

12 Again, I point out that we're not doing
13 anything. There's no -- the only reason the
14 road it said was there was for the
15 porta-potties. Of course, you know, that's --
16 we're past that point. If you want to make it a
17 condition, then do so. You have that authority.

18 The staff said that it's black and white
19 and there are no shades of gray, but if this
20 were the case, there wouldn't be an appeal
21 process. You act as the planning director.
22 Planning director has a lot of discretion in the
23 review and interpretation of the Land
24 Development Code.

25 As has already been stated, this is a use

1 that has never been permitted in Escambia
2 County. I get that. It's a difficult decision.
3 It's one that the staff needed your support. It
4 needed a board of citizen-appointed persons who
5 can say to the county and to the -- our citizens
6 that, "You know what? This is an allowable
7 use."

8 People are living in Escambia County in a
9 tent all the time. We ought to give them a
10 place that is permissible, and this landowner is
11 doing so. It's a commercial zoned property,
12 heavy commercial, light industrial. We didn't
13 even go into all the details as to what could be
14 permitted in this type of location in this type
15 of area.

16 The densities for this property, of which
17 there are currently 15 dwellings, people who are
18 dwelling on this eight acres, the densities in
19 here well exceed hundreds, the number of people
20 who could be permittable living in this area,
21 neighbors to the Mayfair Subdivision.

22 We get it that it's an unpopular use. We
23 get it that people are justifiably -- are
24 regrettably concerned about the people who don't
25 have permanent housing, but as you stated -- as

1 you've heard from the director, and as you see
2 from the detailed analysis and the detailed
3 operations manual, this is a well-run process.

4 Code Enforcement is -- I promise you that
5 the county is well aware of 1999 Massachusetts.
6 Code Enforcement knows where we are. If there
7 were issues regarding nuisance or any type
8 thing, they would be written up. We would be
9 written up. Those have not come before you.

10 There's not been the clearing that was
11 talked about, trees. There's not been any
12 adverse use of the property. In fact, the only
13 competent substantial evidence before you is
14 that the property has been greatly improved.
15 It's been greatly improved from its previous
16 use. That use is for the housing of persons who
17 don't have permanent housing in Escambia County,
18 and that is the use that Sean's Outpost requests
19 that you allow to continue.

20 We allow -- we request that it be granting
21 of the permit without the road, but if you
22 believe that that is, in fact, a DSM 2.2
23 requirement, then condition that on the issuance
24 of the permit and give us the permit. Thank
25 you.

1 THE CHAIRPERSON: Thank you, sir.

2 Board, any questions of the applicant?

3 (No response.)

4 THE CHAIRPERSON: Staff, any questions of
5 the applicant?

6 (No response.)

7 THE CHAIRPERSON: The Chair will now
8 entertain a motion regarding this item. In your
9 motion, please state whether or not you adopt
10 staff's findings of fact.

11 If for any reason you do not accept
12 staff's finding of fact, please go through the
13 criteria and address each one specifically as
14 why you do not concur with staff's findings.

15 Do we have a motion?

16 MS. RIGBY: I thought we didn't have a
17 staff's finding of fact per se on an appeal.

18 MR. HOLMER: There's not. That
19 boilerplate language . . . Sorry. That's
20 boilerplate language because most cases that
21 come before us -- Once again this is a different
22 case. Y'all are deciding to overturn the denial
23 or, you know, agree with the denial is basically
24 what's . . .

25 MS. RIGBY: In overturning the denial, we

1 don't -- do we therefore -- we don't therefore
2 accept the development order; correct? Because
3 then that would be acting as a development
4 review specialist.

5 MR. DUNAWAY: Which you are. I mean, just
6 for clarification. The code -- Land Development
7 Code says that you in the appeal have all of the
8 authority as the planning director for the
9 county. You are now the planning director for
10 the county.

11 MR. HOLMER: And it's the highlighted
12 portion right there in front of you.

13 Also remind you about the technical
14 specifications to exempt any development from
15 required review or approval by the authority.
16 You know, you can't change technical standards
17 or the application therefor. You are deciding
18 was the -- was the denial good or bad,
19 essentially.

20 MS. HUAL: If you could just scroll up to
21 the . . . board finding right there.

22 MR. HOLMER: There you go.

23 MS. HUAL: So in essence, if you decide
24 that the appeal -- decision was an error, in
25 which case you may wish to reverse it or modify

1 it, or you may find -- affirm that decision.

2 Those are the options. And the decision was to
3 deny the development order.

4 MR. HOLMER: Correct.

5 THE CHAIRPERSON: So bottom line: We
6 either accept or deny.

7 MS. HUAL: Affirm.

8 THE CHAIRPERSON: Affirm or deny. Affirm
9 or deny.

10 MR. CASEY: Mr. Chairman, I have a
11 question.

12 THE CHAIRPERSON: Yes. You may affirm in
13 whole or in part. And by that I mean modify it.
14 Okay.

15 MR. DUNAWAY: Deny and or remand -- well,
16 in that case, yes.

17 THE CHAIRPERSON: Or remand it.

18 MS. HUAL: Well, if you're not affirming,
19 meaning you're reversing in whole or in part and
20 you add modification with an instruction, then
21 that would entail remanding.

22 MR. JONES: And -- and -- and attorney, I
23 would suggest that if that is the decision, I
24 want specific and -- specifics on what this
25 board is directing. If that's the case, I'm

1 going to be asking to request so that they'll
2 know . . . we'll know on what we are looking for
3 if there is a remand, based upon the Land
4 Development Code.

5 MR. GANT: Let me see the rest of
6 Paragraph B in its totality. I can't see it.

7 Thank you.

8 MR. CASEY: Mr. Chair, my question is, I
9 guess just being straight, without trying to
10 search for the wording, is in the case of
11 accepting staff's finding of denial, where does
12 the applicant go from here?

13 Can he go back and do the re-ap to
14 complete the requirements? I'm not sure if
15 that's something that staff could answer or the
16 applicant could answer.

17 MR. DUNAWAY: I'd be happy to answer for
18 Mr. Casey, subject to the staff's . . .

19 MR. JONES: Go ahead -- comments.

20 MR. DUNAWAY: The Land Development Code
21 provides for the opportunity to appeal the Board
22 of Adjustment's decisions to a Circuit Court.
23 Circuit Court then would rule as to the legality
24 of the action here.

25 So that would -- that would be the next

1 step if the board affirmed, essentially, the
2 staff denial.

3 MS. HUAL: I think Mr. Casey's question
4 was whether or not the applicant would have the
5 opportunity to go back to the DRC and meet the
6 stated requirements that were deficient --

7 MR. CASEY: Correct.

8 MR. DUNAWAY: Under the current --

9 MS. HUAL: -- on the first go-round.

10 MR. DUNAWAY: -- procedural requirements
11 that are before us that were set by special
12 magistrate Beasley in the order that you were --
13 submitted and that you have, the options that
14 the special magistrate gave the applicant were:
15 Obtain the permit or cease the activity within
16 90 days of final appeal.

17 So we know in that circumstance that under
18 the current Land Development Code, an appeal of
19 a staff decision is not the same as a
20 conditional use, so there's no 90-day or 180-day
21 cooling-off period.

22 We could resubmit, but we started this
23 process over a year ago the first time, so we
24 would be -- we only have 30 days to appeal, so
25 the appeal process to the Circuit Court is much

1 faster than we know that we could ever get any
2 action at the county level. Otherwise, we would
3 trigger the special magistrate's requirement
4 that we vacate the use.

5 MS. HUAL: When did the clock start on the
6 90 days?

7 MR. DUNAWAY: The clock starts on the 90
8 days when final appeal is rendered.

9 MS. HUAL: Okay.

10 MR. DUNAWAY: So I couldn't afford not to
11 do that because I won't have time in the 30 days
12 to get something resolved to meet the
13 magistrate's order, so that's why I say the
14 practical consequence of that would be an appeal
15 to Circuit Court, of which we would do.

16 We would much prefer that if you had
17 some -- if you had some concern about that, that
18 you remand because a remand back from this board
19 would keep us out of the jurisdiction of the
20 special magistrate and would be able to allow
21 that process to continue under the -- under your
22 guidance. You are the planning director now.

23 MR. JONES: I would like to add -- Thank
24 you, Mr. Dunaway, for that legal -- and Madam
25 Attorney, that, again -- just -- just for

1 clarification, don't know what you're going to
2 decide but -- if determine that if you continue
3 to come back, with the understanding that it
4 still must meet the requirements.

5 And we do need to -- and I will suggest
6 that we give it a timeline, a reasonable
7 timeline. This has been going on for quite a
8 while.

9 We -- we -- because I know that they want
10 closure. We got to get closure to the
11 community. We got to give closure for ourself.
12 This has been going on a good length of time.

13 So -- so -- so -- so those conditions
14 of -- we're discussing, but that's the case with
15 the attorneys, we can be specific -- specific on
16 what we're looking at and what staff is required
17 to do and what they expect per the Land
18 Development Code, if that is the case.

19 MR. HOLMER: I just want to point out: A
20 remand, going back, getting a second bite of the
21 apple, seeing could it meet it, that doesn't
22 address the question before you today.

23 MR. JONES: Absolutely. Thank you.

24 MR. HOLMER: The question before you today
25 is, was that denial arbitrary, capricious?

1 Really, it all boils down to that. It's not
2 could they go back and get another chance and
3 make it? Hey, we don't know. At the heart of
4 the matter, we need some sort of finding from
5 this board on the issue of the day.

6 MS. RIGBY: Okay. But what I'm seeing,
7 you're asking me -- asking us was the denial
8 arbitrary and capricious? But all we know is
9 that it was denied because it didn't meet some
10 standards. What are those standards?

11 MR. HOLMER: I went through that. I
12 discussed those, which we talked about. Yes, we
13 talked about the roadway and what that could
14 trip. I discussed the buffering requirements
15 that weren't met. I discussed the labeling.

16 MS. RIGBY: But you said there was other
17 things. If we had a list of -- and -- and I
18 guess that's what I'm looking for. I'm used to
19 seeing it, is that we denied you -- we denied
20 you, Mr. Applicant, because of this list.

21 MR. DUNAWAY: "See below."

22 MS. RIGBY: And the applicant can say,
23 "Yeah. I better do that."

24 Then, yes, you denied it and it was -- it
25 was a fair denial because the applicant is not

1 going to do it.

2 The applicant has stated that you want a
3 road. To me, it seems like this road came last,
4 but I don't know because I don't have
5 documentation that says when the road came into
6 play or -- What I think happened here -- and I'm
7 basing on just the information given -- is that
8 this at first was a square peg that was going to
9 fit in a square hole, and everybody on the board
10 knew what was going on.

11 That square peg rounded because they
12 decided they couldn't afford to do the bathhouse
13 or -- or the structure, so the square peg became
14 round. But we've still got this square hole.
15 Okay?

16 So now we have to somehow figure out how
17 this square -- this round peg can fit into the
18 square hole. And through that process, there
19 has been many variations of comments that, okay,
20 well, since you're not doing this anymore, the
21 bathhouse, the permanent structures, you're now
22 doing this, now these are your criteria to fall
23 under.

24 Like he said, we're doing nothing. What
25 do you want us to do if we're doing nothing?

1 This is an animal all in and of itself. This
2 probably is not in the LDC, as far as
3 performance standards, as far as criteria, to a
4 certain degree. I don't know.

5 I would -- in my mind, I would think that
6 they would be looking at this as a campground,
7 and what are the criteria, the conformity of a
8 campground, and do they meet them.

9 They meet the standards A through G but
10 they don't meet standard S, Q, L and M. I
11 can -- I can -- I can -- I can say, "Yes, your
12 denial was correct." But not knowing specifics,
13 in general that is arbitrary.

14 MR. HOLMER: You've talked about doing
15 subdivisions. Different animal. Fully
16 understand that. You're going through that
17 process.

18 When you get to the stage for a
19 development order, let's say your preliminary
20 plat. As to those comments, one of the things
21 you get and you get signed off is from each
22 reviewer signing that disposition sheet saying,
23 "Hey, everything's done."

24 MS. RIGBY: Mm-hmm.

25 MR. HOLMER: We move forward. Because

1 that's your thing, saying, "Hey, I met all their
2 conditions."

3 MS. RIGBY: Right.

4 MR. HOLMER: We don't have that. It
5 didn't meet all the conditions before going to
6 the sign-off stage. Once again --

7 MS. RIGBY: Why did it go to final if it
8 didn't meet that step?

9 MR. JONES: Because -- I would like to --
10 to submit this for -- in evidence. The
11 evidence -- And I know that Mr. Rigby -- I mean
12 Mr. Dunaway definitely has this.

13 There was a letter forwarded to him by
14 order of the special magistrate stating that we
15 had to send a copy of these comments to Mr.
16 Dunaway, the comments that are -- that are right
17 here -- he got a copy -- stating on what he got
18 to do for the September 28th site plan review
19 meeting. These comments right here.

20 MS. RIGBY: Okay.

21 MR. GANT: Read those comments.

22 MR. JONES: Yes. Yes, yes, yes.

23 For the record -- for the record -- I'm
24 quite certain that Mr. Dunaway has this letter.
25 Certain.

1 We need -- it says, one of the comments --

2 MR. DUNAWAY: Mr. Chairman, the only -- if
3 I could, the only reason I would object to this
4 is because the appeal that we're doing is coming
5 from DRC. We're coming from a denial at DRC.

6 As Ms. Rigby knows, at DRC, lots of things
7 get resolved one way or the other. Out of
8 DRC -- and I refer back to your standards for --
9 and that is, the specific LDC provision
10 identified in the appeal application, are they
11 appropriate?

12 The appeal application made clear, and
13 it's part of your record -- the appeal
14 application and the county -- the staff didn't
15 object to that. They didn't -- and then they
16 didn't present any evidence contrary to that.

17 But the appeal -- and look at my letter of
18 October the 27th. That's my appeal. That's my
19 letter to you as the board, my appeal.

20 And it says, "At the DRC, the issue was
21 narrowed to the county claiming that the design
22 standard, DSM 2.2, required an all-weather
23 road."

24 And again, the testimony during the
25 hearing -- now we're in argument -- but the

1 testimony during the hearing was from Mr. Jones
2 this was narrowed to the road, the all-access
3 road.

4 And the reason it was is because the
5 county knew that the road would kill the
6 project. It knew that, because I had been up
7 front with that since way back before.

8 I can't build a road if I don't have any
9 money. I can't build a road, so is there a way
10 we can work through this process without the
11 road?

12 And -- and there was a time -- but at the
13 end, it turns out that, no, you can't. And so
14 we said, "Well, condition the permit -- issue
15 the permit conditioned on the road."

16 But what's before you is an appeal of the
17 DRC, not appeal of staff's random comments
18 because I -- you know, we've got April comments.
19 We've got all kinds of comments out there.

20 But as you know, Ms. Rigby, it's what was
21 the denial at DRC. And the DRC was narrowed to
22 the issue of the all-weather road, so we
23 believed that we were appealing the denial of
24 the staff based on an all-weather road. That's
25 what we -- that's what we thought.

1 That's why we paid the \$682.60 to make
2 this appeal, so we could bring it to you and
3 say, "One, we don't think the road is necessary
4 and we don't think the staff has proved it. And
5 we didn't think they proved then. We don't
6 think they proved it tonight -- I mean today."

7 But if it is, as we said at DRC, clearly
8 to the DRC, well, then, issue the permit
9 conditioned on it because everything else we've
10 done. And that's what we appealed. That's what
11 the third paragraph is, so that's what your
12 provision -- specific LDC provision. Identify
13 in the appeal application, are they appropriate
14 to the decision, and was the decision not in
15 compliance with those provisions?

16 We think we've met all those objective
17 criteria, and the burden would shift under the
18 Irving standard.

19 So I would object to Mr. Jones now in
20 argument, after the hearing is closed and the
21 board is discussing, to introduce comments which
22 I acknowledge we received. Absolutely. We
23 received a bunch of comments throughout the
24 years, but we narrowed these issues down at DRC
25 to the 2.2 DSM, was an all-weather road

1 required? That's what we appealed.

2 MR. JONES: Now, in response to answering
3 the question -- there was a question asked
4 regarding -- because I think -- I think it's
5 perfectly clear that they stated that they did
6 not want to do, which is the primary -- one of
7 the primary concerns, which is probably most
8 costly for them. That's not my issue. That's
9 not my issue, the cost.

10 I think it was stated emphatically by Mr.
11 Stromquist that -- that they are aware of the
12 comments, but they did not meet the requirements
13 of complying on the site plan, to give us the
14 opportunity to review for stormwater for the
15 road in any other comments that that may trigger
16 this.

17 They acknowledge the fact that they
18 received the comments. He just acknowledged the
19 fact that he got them. He just acknowledged the
20 fact that they know that they can do it, but "we
21 really don't want to do it."

22 So I think -- and I think at this point,
23 the testimony is quite clear from Mr. Drew and
24 Mr. Dunaway of what the primary issues are
25 from -- from the comments that they received,

1 and they acknowledged those things.

2 So and if you -- and again, that's why I
3 say, we have those. If you want to see them, we
4 can submit them right now.

5 But it has been acknowledged that they
6 have them. We know why we're here. Because we
7 just cannot and don't want to meet the
8 condition. That's his -- his assertion, board,
9 his assertion that due to this condition, we
10 cannot -- our code does not allow for this
11 because other things that stated that -- that
12 this triggered this -- this triggered this.

13 It's in here. They were aware of things
14 so we were -- but through that, Mr. Rigby -- Mr.
15 Dunaway already gave his closing remarks.

16 I'm just responding to the comments that
17 Ms. Rigby is stating to readdress that fact, not
18 to rehash this all over again.

19 And what he said by him was said by Mr.
20 Drew, too, for me.

21 MR. HOLMER: The conditions . . . there
22 are conditions. They're small things. They
23 don't trigger other things.

24 The reason that the county approves a
25 development order, we want everything on that

1 site plan. It's real simple. We have
2 inspectors who go out to make sure everything
3 was done according to the plan on that piece of
4 paper.

5 If we were to conditionally approve
6 something, a road, we don't know how much
7 impervious surface. We don't know how much
8 runoff. We don't know how the stormwater is
9 going to be handled.

10 If the county approves the site plan
11 without all that -- without that stuff on there,
12 what happens when the complaints roll in?

13 MR. JONES: Absolutely.

14 MR. HOLMER: Well, I think they're causing
15 problems for me downstream. Our inspector goes
16 out with a set of plans. It's not on the plans.
17 It's, "Well, we're going to do this." Where's
18 the calculations?

19 We're in a position if it's not on that
20 plan and we need it on that plan, we have to
21 stop it at that point. There's a reason why
22 everything needs to be drawn on that plan.

23 And years down the road, someone could
24 have an issue. "Was it drawn on the plan?"

25 "No, it wasn't drawn on the plan. It was

1 just going to be worked out later."

2 Mr. Jones is correct. We simply don't
3 have that leeway. We're not doing that. I'm
4 sorry.

5 MR. CASEY: Mr. Chair, if I may say, you
6 know, what we're here to decide, if the process
7 was done correct.

8 And listening to everything, taking out
9 the emotions, I'm hearing that's -- and I'm
10 convinced that staff is saying that two
11 requirements weren't met. And the applicant is
12 also understanding that the requirements weren't
13 met.

14 So that being said, you know, I'm
15 convinced that the process -- the justification
16 for staff to deny it, I'm in a position that --
17 I don't take it real light -- if all the
18 discussion's been taken care of, to move that we
19 accept the recommendation of staff's denial.

20 THE CHAIRPERSON: Okay. We have a motion
21 to accept staff's finding of fact.

22 Do we have a second?

23 MS. GUND: Well, I too believe that you
24 weren't doing nothing. You were doing something
25 with the property, and going through the process

1 of the county. And the county was in it for a
2 lot of years. I mean, they know the process and
3 that the process was not followed, so I second.
4 I agree with Mr. Casey, and I second that
5 motion.

6 THE CHAIRPERSON: We have a motion and we
7 have a second. Second by Judy. Motion by Mr.
8 Casey.

9 Discussion.

10 MS. HUAL: Just to clarify, the motion is
11 to affirm the decision.

12 MR. CASEY: Yes, the denial.

13 MS. HUAL: Okay.

14 MR. CASEY: Correct.

15 THE CHAIRPERSON: Discussion?

16 (No response.)

17 THE CHAIRPERSON: All those in favor,
18 signify by raising your right hand.

19 (Three hands raised.)

20 THE CHAIRPERSON: Oh, boy.

21 Those opposed, likewise?

22 (Three hands raised.)

23 THE CHAIRPERSON: It's a tie vote, so the
24 staff's findings are accepted. Okay.

25 MR. DUNAWAY: Ms. Hual, may I ask a

1 procedural question?

2 MS. HUAL: Yes.

3 MR. DUNAWAY: Given the fact that we have
4 a three-three vote, and knowing that I have to
5 appeal that process, the motion was to accept
6 staff's findings of fact, which we know there
7 are no findings of fact.

8 MS. HUAL: Which I asked for the
9 clarification.

10 MR. DUNAWAY: Then Ms. Gund stated the
11 process was not followed.

12 MS. GUND: I'm sorry.

13 MR. DUNAWAY: I would request --

14 MS. GUND: The process was followed. I'm
15 sorry. I meant to say that the process -- the
16 county has a process, and it was followed. It
17 was -- well, how do I put that? I guess it was
18 not followed by you guys.

19 MR. DUNAWAY: That's -- that's -- yeah,
20 that's what I heard -- I heard you say, that
21 Sean's Outpost did not follow the process. And
22 so I don't know what to appeal.

23 MR. GANT: I think the -- the vote was to
24 affirm the staff's -- approve -- approve the
25 staff's decision -- findings and decision, so I

1 think that's -- is that correct?

2 MS. HUAL: That was what I understood.
3 And that was why I made a point of clarifying,
4 to be sure that that was, in fact, Mr. Casey's
5 motion.

6 MR. DUNAWAY: Yes, ma'am. I just -- And I
7 understood that. It's just that there were no
8 findings of fact.

9 MS. HUAL: No. I think it was to affirm
10 the decision.

11 MR. DUNAWAY: Yes, ma'am.

12 MS. HUAL: Is that true, Mr. Casey?

13 MR. CASEY: Yes, absolutely.

14 THE CHAIRPERSON: Any other business?

15 (No response.)

16 MR. HOLMER: Yes, ma'am. We do have a
17 variance case on the 21st at 8:30 a.m.

18 THE CHAIRPERSON: Without objection, we
19 stand adjourned.

20 (Hearing concluded at 12:31 p.m.)

21

22

23

24

25

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

CERTIFICATE OF REPORTER

STATE OF FLORIDA)
)
COUNTY OF ESCAMBIA)

I, DAVID A. DEIK, CP, CPE, Professional Court Reporter, certify that I was authorized to and did stenographically report the foregoing Board of Adjustment proceedings; and that the transcript is a true record of the proceedings contained herein.

I further certify that I am not a relative, employee, attorney, or counsel to any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action.

DAVID A. DEIK, CP, CPE
Professional Court Reporter