



December 22, 2017

Sent via: CERTIFIED LETTER & 1st CLASS MAIL

Mr. John G. Cannon
7901 Citrus Park Blvd.
Fort Pierce, FL 34951

**Re: Notice of Hearing
Contractor Complaint – 1107 Pine Avenue**

Dear Mr. Cannon:

This pertains to the complaint submitted to the City of Fort Pierce against you, as a contractor, in the above-referenced case and provides you with notice of the hearing that has been scheduled on such complaint. The item has been forwarded to the Board for hearing **9:00 a.m. January 9, 2018 in the City Commission Chambers on the 1st floor of City Hall.**

Pursuant to the Rules of Procedure for Disciplinary Matters for the Board, enclosed is the Notice of Alleged Charges form listing the specific charges against you, together with copies of documents related thereto which are being sent to the Board.

The Respondent may be represented by counsel at the hearing, may present relevant evidence, and will be given an opportunity to cross examine witnesses. A copy of the Rules of Procedure for Disciplinary Matters for the Fort Pierce Board of Examiners of Contractors may be obtained upon request from the Department of Building & Code Enforcement.

If you have any further questions, please call my assistant at (772) 467-3188.

Sincerely,

Shaun Coss, CFM
Building Department Coordinator

SC/km

Enclosure

cc: Linda Cox, City Clerk/Asst. City Manager
Iola Mosley, Asst. City Attorney/Board Atty.
Contractor's License File
Complainant

**CITY OF FORT PIERCE
BOARD OF EXAMINERS OF CONTRACTORS
NOTICE OF ALLEGED CHARGES**

Contractor/Qualifier: John G. Cannon
City License No.: 17 00018447
Property Owner: Cindy Razey-Smith
Complainant: Cindy Razey-Smith

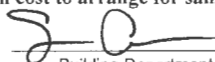
d/b/a: John G. Cannon
State License No.: RC0066789
Address of Violation: 1107 Pine Avenue

You are hereby notified that the Fort Pierce Board of Examiners of Contractors has scheduled the above referenced matter for hearing on the ___9th___ day of ___January___, 2018 at 9:00 a.m., in the Commission Chambers, City Hall, 100 North US #1, Fort Pierce, FL 34950

The Checked boxes specify the charges being brought against the above named contractor under the Fort Pierce Code of Ordinance, Section 5-52:

- (1) Obtaining a certificate by fraud or misrepresentation.
- (2) Committing fraud or deceit in the practice of contracting.
- (3) Committing incompetency or misconduct in the practice of contracting.
- (4) Committing gross negligence, repeated negligence, or negligence resulting in a significant danger to life or property.
- (5) Abandoning a construction project in which the contractor is engaged or under contract as a contractor. (A project may be presumed abandoned after ninety days if the contractor terminates the project without just cause or without proper notification to the owner, including the days.)
- (6) Committing mismanagement or misconduct in the practice of contracting that causes financial harm to a customer. Financial mismanagement or misconduct occurs when:
 - (a) Valid liens have been recorded against the property of a contractor's customer for supplies or services ordered by the contractor for the customer's job; the contractor has received funds from the customer to pay for the supplies or services; and the contractor has not had the liens removed from the property, by payment or by bond, within seventy-five (75) days after the date of such liens;
 - (b) The contractor has abandoned a customer's job and the percentage of completion is less than the percentage of the total contract price paid to the contractor as of the time of abandonment, unless the contractor is entitled to retain such funds under the terms of the contract or refunds the excess funds within thirty (30) days after the date the job is abandoned.
 - (c) The contractor's job has been completed, and it is shown that the customer has had to pay more for the contracted job than the original contract price, as adjusted for subsequent change orders, unless such increase in cost was the result of circumstances caused by the customer, or was otherwise permitted by the terms of the contract between the contractor and the customer.
- (7) Substantial departure from, or disregard, of plans or specifications without consent the owner or his duly authorized representative;
- (8) Knowingly or deliberately disregarding or violating any applicable building codes or laws of the state, county or city;
- (9) Willfully and deliberately engaging in a type or class of contracting for which the contractor is not licensed or registered;
- (10) Being disciplined by any other municipality or county;
- (11) Failing to actively supervise construction projects for which the contractor has applied for and obtained a building permit; or for projects for which the contractor is, by contract; responsible;
- (12) Contracting with persons or firms not having a certificate or competency issued by the city for work or services to be performed within the city when said persons or firms are required by this chapter to possess such a certificate of competency in order to perform the contracted work or services;
- (13) Proceeding on any job without obtaining the applicable building department permits and inspections.
- (14) Being convicted or found guilty, regardless of adjudication, of a crime in any jurisdiction which directly relates to the practice of contracting or the ability to practice contracting.
- (15) Knowingly combining or conspiring with an uncertified or unregistered person by allowing his certificate or registration to be used by the uncertified or unregistered person with intent to evade the provision of this code. When a certificate holder or registrant allows his certificate or registration to be used by one (1) or more business organizations without having any active participation in the operations, management, or control of such business organizations, such act constitutes prima facie evidence of an intent to evade the provisions of this Code.

Any decision of the Board may be appealed. A verbatim transcript of the hearing is necessary for an appeal. Anyone desiring a verbatim transcript shall have the responsibility at his own cost to arrange for same. Please govern yourself accordingly.



Building Department Coordinator

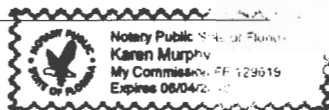
12/19/17

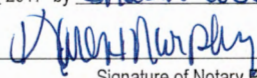
Date

St. Lucie County
State of Florida

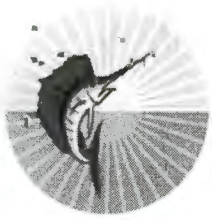
The forgoing instrument was acknowledged before me this 19th day of December 2017 by Shawn Coss.

Personally known/Type of Identification _____





Signature of Notary Public



CONTRACTOR COMPLAINT AFFIDAVIT

Please return completed and notarized form to Building Department

PERSON OR COMPANY COMPLAINT IS AGAINST: John G Cannon
 ADDRESS OF THE COMPLAINT: 7901 Citrus Park Blvd. Fort Pierce, FL 34951

MADE BY: (Mr. Mrs. /Ms.) Cindy Razy-Smith
 Address: 4170 Bayberry Dr
 City: Melbourne FL 32901
 Home Phone: - Work/Cell Phone: 321-508-6148
 Email Address: _____

BEFORE ME, the above signed authority, this day personally appeared to file a complaint against:

Name of Person and/or Company: _____
 Phone Number: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Email: _____

IN DETAIL, clearly state your complaint below: (Please include any contracts, bills, cancelled checks, correspondences, etc.) I found on Oct 23, 2017 He did not pull a permit. Mr. Cannon was contracted on June 26, 2017 to replace the flat roof on our home at 1107 Pine Ave. He was to begin the work within six weeks. Mr. Cannon never began the work until October 2017. He had many excuses each time we called. He completed the work on Oct 12, 2017 - the work was not done out at once and the first new leak occurred. On the completion of the work Mr. Cannon was advised of a new leak on the same day Oct 12, 2017. He made attempt to fix it as of Oct 23, 2017 the house continues to leak (over)

I have paid \$ 1000.00 to: John G. Cannon

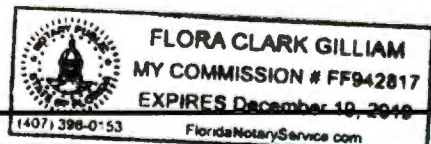
By check _____ Money Order _____ other _____

Type of action being requested of the Board (Note: If seeking a refund, this would be a civil matter.)

To be able to have the City of Ft Pierce inspect a new non-leaking roof
Cindy Razy-Smith
 Signature

SWORN TO AND SUBSCRIBED BEFORE ME this 24 day of OCTOBER, 2017

Signature: Flora Clark Gilliam



The first New leak was dripping through the ceiling. The current leak is down the back inside wall and is affecting the paneling. His favourite answer is I will get to it in a few days. After a "new" roof, we still have a leak, only in a different place! The money is not the issue.

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 - (c) The contractor's job has been completed, and it is shown that the customer has had to pay more for the contracted job than the original contract price, as adjusted for subsequent change orders, unless such increase in cost was the result of circumstances caused by the customer, or was otherwise permitted by the terms of the contract between the contractor and the customer.
- (7) Substantial departure from, or disregard, of plans or specifications without consent the owner or his duly authorized representative;
- (8) Knowingly or deliberately disregarding or violating any applicable building codes or laws of the state, county or city;
- (9) Willfully and deliberately engaging in a type or class of contracting for which the contractor is not licensed or registered;
- (10) Being disciplined by any other municipality or county;
- (11) Failing to actively supervise construction projects for which the contractor has applied for and obtained a building permit; or for projects for which the contractor is, by contract; responsible;
- (12) Contracting with persons or firms not having a certificate or competency issued by the city for work or services to be performed within the city when said persons or firms are required by this chapter to possess such a certificate of competency in order to perform the contracted work or services;
- (13) Proceeding on any job without obtaining the applicable building department permits and inspections.
- (14) Being convicted or found guilty, regardless of adjudication, of a crime in any jurisdiction which directly relates to the practice of contracting or the ability to practice contracting.
- (15) Knowingly combining or conspiring with an uncertified or unregistered person by allowing his certificate or registration to be used by the uncertified or unregistered person with intent to evade the provision of this code. When a certificate holder or registrant allows his certificate or registration to be used by one (1) or more business organizations without having any active participation in the operations, management, or control of such business organizations, such act constitutes prima facie evidence of an intent to evade the provisions of this Code.

Type of action being requested of the Board (Note: If seeking a refund, this would be a civil matter.)

The work was done on the roof at 1107 Pine Avenue
Fort Pierce FL 34982 without a building permit and
Cynthia L. Razy Smith
Signature

No inspections have been done. I ask that
the City of Fort Pierce take all affirmative
actions on my behalf that will resolve
this matter.

Estimate

JOHN G. CANNON
 7901 CITRUS PARK BLVD.
 FORT PIERCE FL. 34951
 772-468-0202

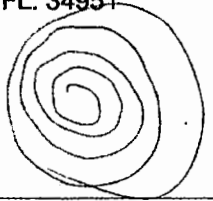
Name/Address
1107 PINE AVEN FORT PIERCE FL. 34949 321-508-6146

Date	Estimate No.	Project
06/17/17	17-E97	

Item	Description	Quantity	Cost	Total
PERMIT	PERMIT FEES FOR RE-ROOF PLUS ARCHITECT	1	300.00	300.00
TEAR OFF	TEAR OFF DOWN TO WOOD	12	55.00	660.00
PLYWOOD	REPAIR OR REPLACE DECKING 4 X 8 SHEET		0.00	0.00
FASH	FASHAL		0.00	0.00
NAILING OF DECK	NAIL OFF DECK WITH 8D NAILS TO CODE	12	10.00	120.00
TAPER	TAPPER PER JOB	11	120.00	1,320.00
DRY IN	DRY IN W/75#	11	30.00	330.00
TRI 3" PLATES	TRI BUILT PRESS PLATE 3"	2	98.25	196.50
torcd white	GTA WHITE TORCH 1SQ PER ROLL	12	73.46	881.52
3 X 3 DRIP	3 X 3 ROOFERS EDGE 26GA.	10	0.65	6.50
LABOR (FLAT ROOF)	LABOR FOR INSTALLING FLAT ROOF (TORCHING) PER SQUARE	12	55.00	660.00
TORCH SMOOTH	RUBEROID TORCH SMOOTH 1SQ.	1	74.96	74.96
SREWS	SCREW	200	0.50	100.00
ARCH 30 YEAR	SHINGLES 30 YEAR ARCH CHOICE OF COLOR	1	94.00	94.00
ASBESTOS	ASBESTOS FLASHING CENT	1	32.00	32.00
FREE BULL DUMP FEES	DUMP FEE PRICE PER TON	3	60.00	180.00
ACCEPTANCE	YOU ARE HEREBY AUTHORIZED TO FUNISH ALL MATERAL AND LABOR REQUIRED TO COMPLETE THE WORK MENTIONED IN THE ABOVE PROPOSAL'FOR WICH THE UNDERSIGNED AGRESSS TO PAY THE AMOUNT MENTIONED IN		0.00	0.00
			Total	

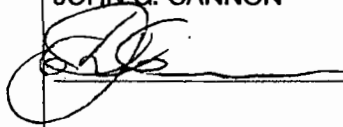
200.00 Estimate

JOHN G. CANNON
 7901 CITRUS PARK BLVD.
 FORT PIERCE FL. 34951
 772-468-0202



Name/Address
1107 PINE AVEN FORT PIERCE FL. 34949 321-508-6146

Date	Estimate No.	Project
06/17/17	17-E97	

Item	Description	Quantity	Cost	Total
1000.00 PROPOSAL	<p>SAID PROPOSAL AND ACCORDING TO THE THEREOF. DATE _____</p> <p>ALL OF WORK TO BE COMPLETED IN A WORKMANLIKE MANNER FOR THE SUM OF <u>1000.00</u> PAYMENT TO BE IN _____ AS THE WORK IS COMPLETED. THE ENTIRE AMOUNT OF CONTRACT TO BE PAID WITHIN <u>6</u> DAYS AFTER COMPLETION. ANY ALTERATION FROM THE SPECIFICATIONS INVOLVING EXTRA COST OF MATERIAL AND LABOR WILL ONLY BE EXECUTED UPON WRITTEN ORDERS AND WILL BECOME AN EXTRA CHARGE. CONTRACTOR AGREES TO CARRY WORKMEN;S COMPENSATION AND LIABILITY INSURANCE.</p> <p>RESPECTFULLY SUBMITTED JOHN G. CANNON</p> 	<p>Oct 1</p>	<p>John Cannon</p> <p>0.00</p>	<p>0.00</p>
Pd. 6/26			Total	\$4,955.00 180

3,9