

DRAFT

FORT PIERCE BOARD OF EXAMINERS OF CONTRACTORS AGENDA

Board of Examiners of Contractors Regular Meeting - Tuesday, March 12, 2019 - 9:00 a.m.
City Hall - City Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **CONSIDERATION OF ABSENCE(S)**
5. ADDITIONS OR DELETIONS TO THE AGENDA AND APPROVAL OF THE AGENDA
6. **CONSENT ITEMS**
7. APPROVAL OF MINUTES
 - a. **Approval of February 12, 2019 meeting minutes.**
8. **APPLICATIONS TO BE CONSIDERED FOR A CERTIFICATE OF COMPETENCY**

0.	Applicant Name	Company Name	Classification Type
	Richard Roe	Ultra Kitchens, LLC	Finish Carpentry

0.	Applicant Name	Company Name	Classification Type
	Karl Lust	Awncore, LLC	Awnings

a.	Applicant Name	Company Name	Classification Type
	Howard B. Siegel	Carpets by Mr. Jason, Inc.	Tile, Terrazzo, and Marble Contractor

b.	Applicant Name	Company Name	Classification Type
	Rafael DeSousa	Perfect Way Pavers, Inc.	Paver Brick

9. **CONTRACTOR COMPLAINTS**

a.	Contractor/Qualifier	DBA	Competency Card No.	State License No.
	Scott Stamper	Regency DKI	19 00025591	CGC1521838

b.	Contractor/Qualifier	DBA	Competency Card #	State License #
	Patrick Silas	Patrick Silas Land Development Co., LLC	19-20107	CBC1254328

10. **PUBLIC COMMENTS**

11. **STAFF COMMENTS**

- a. Amended Rules of Procedure - Board of Examiners of Contractors.

12. **BOARD COMMENTS**

13. **ADJOURNMENT**

Any person seeking to appeal any decision by the Board of Examiners of Contractors with respect to any matter considered at this meeting is advised that a record of proceedings is required in any such appeal and that such person may need to insure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office at (772) 467-3052 at least 48 hours prior to the meeting.

Board of Examiners of Contractors

7.a.

Meeting Date: 03/12/2019

Re: Approval of February 12, 2019 Meeting Minutes

Submitted For: Shaun Coss, Building Dept. Coordinator, Building

SUBJECT

Approval of February 12, 2019 meeting minutes.

Attachments

Mins. 2.12.19

Form Review

Form Started By: Karen Murphy
Final Approval Date: 03/04/2019

Started On: 03/04/2019 11:44 AM

MINUTES OF A REGULAR MEETING OF THE BOARD OF EXAMINERS OF CONTRACTORS OF THE CITY OF FORT PIERCE, FLORIDA, HELD IN THE CITY COMMISSION CHAMBERS, 100 NORTH U.S. #1, FORT PIERCE, FLORIDA, AT 9:00 A.M. ON TUESDAY, February 12, 2019.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Present: Holly Theuns; Ralph Fogg; Michael Waldrop; Ryan Collins; Don Bergman; James Matula; John Langel; Kenneth Waters; Reed Sudderth

Staff Present: Iola Mosley, Assistant City Attorney
Paul Thomas, Building Official
Shaun Coss, Building Department Coordinator

Attendees:

4. CONSIDERATION OF ABSENCE(S)

Mr. Fogg indicated that he would be attending the meeting, so the Chair decided to wait before Consideration of Absences. Mr. Fogg did arrive soon after.

5. ADDITIONS OR DELETIONS TO THE AGENDA AND APPROVAL OF THE AGENDA

6. APPROVAL OF MINUTES

a.

Approval of the January 8, 2019 Meeting Minutes

Motion was made by Reed Sudderth, seconded by Holly Theuns to approve the January 8th meeting minutes.

AYE: Holly Theuns, Don Bergman, James Matula, John Langel, Kenneth Waters, Michael Waldrop, Ralph Fogg, Reed Sudderth, Ryan Collins

Passed

7. APPLICATIONS TO BE CONSIDERED FOR A CERTIFICATE OF COMPETENCY

a.

Applicant Name	Company Name	Classification Type
Benjamin Harrison	Diamond HB Fencing	Fence

Motion was made by Kenneth Waters, seconded by John Langel to approve Mr. Harrison's Application for Certificate of Competency, doing business as Diamond HB Fencing. A vote was taken and it passed unanimously.

AYE: Holly Theuns, Don Bergman, James Matula, John Langel, Kenneth Waters, Michael Waldrop, Reed Sudderth, Ryan Collins

Passed

b.

Applicant Name	Company Name	Classification Type
Brian Poppenga	1st Choice Concrete, LLC	Masonry Contractor

Motion was made by Kenneth Waters, seconded by John Langel to approve Mr. Poppenga's Application of Certificate of Competency doing business as 1st Choice Concrete, LLC. A vote was taken and the motion passed unanimously.

AYE: Holly Theuns, Don Bergman, James Matula, John Langel, Kenneth Waters, Michael Waldrop, Reed Sudderth, Ryan Collins
Passed

8. **CONTRACTOR COMPLAINTS**

a.

Contractor/Qualifier	DBA	Competency Card No.	State License No.
Scott Stamper	Regency DKI	19 00025591	CGC1521838

Ms. Thomas was present for the meeting however Mr. Stamper had a representative, Dale Weiss, General Manager present. Ms. Thomas explained her situation and dissatisfaction with the work, having to check into a hotel for 9 days, and the fact that it is still not completed months later. She was concerned with the quality of work performed, the use of her shower as an odiferous garbage receptacle, having to provide workers with construction supplies such as nails, and other issues.

Mr. Weiss indicated that he was unaware of Ms. Thomas's concerns until the Notice of Complaint arrived at his desk. He indicated that he is hired by the insurance companies, who sometimes create a delay with paperwork and processing of payment. He assured Ms. Thomas that he would hire a new project manager and provide new staff that he would oversee himself to complete the project.

The Board decided to vote whether to table this item until the next meeting, scheduled for March 12th.

Motion was made by Kenneth Waters, seconded by Ralph Fogg to table this item until the next meeting taking place March 12 to allow the contractor to correct the situation. A vote was taken, and the motion passed unanimously.

AYE: Holly Theuns, Don Bergman, James Matula, John Langel, Kenneth Waters, Michael Waldrop, Ralph Fogg, Reed Sudderth, Ryan Collins
Passed

9. **PUBLIC COMMENTS**

10. **STAFF COMMENTS**

Mr. Langel was presented with a Certificate of Appreciation for his service to the City of Fort Pierce on the Board of Examiners of Contractors. He has provided over two decades of service to the Board.

a.

Discussion of Ordinance 18-035

Ordinance 18-035 was discussed with the Board. Paul Thomas, Building Official explained how the changes to the ordinance were begun at the direction of the City Commission, who tasked the City Attorney's Office with a study of all City Boards, after which, the Building Department was instructed on how to proceed. The ordinance was passed by the City Commission at the November 18, 2018 meeting. Changes were made to bring the Board into compliance with Sunshine Laws, and standardizations with other City Boards. Members expressed concern on term limits, reasons for the changes, and there was discussion on other included changes in the ordinance.

11. BOARD COMMENTS

12. ADJOURNMENT

There being no further discussion, the meeting adjourned at 10:34 AM.

Board of Examiners of Contractors

8.0.

Meeting Date: 03/12/2019

Re: Richard Roe - Ultra Kitchens, LLC - Application for Certificate of Competency

Submitted For: Shaun Coss, Building Dept. Coordinator, Building

SUBJECT

Applicant Name	Company Name	Classification Type
Richard Roe	Ultra Kitchens, LLC	Finish Carpentry

Attachments

Form Review

Inbox

Building

Form Started By: Karen Murphy

Final Approval Date: 03/06/2019

Reviewed By

Paul Thomas

Date

03/06/2019 11:55 AM

Started On: 03/05/2019 12:59 PM

Board of Examiners of Contractors

8.0.

Meeting Date: 03/12/2019

Re: Karl Lust dba Awncore, LLC - Application for Certificate of Competency

Submitted For: Shaun Coss, Building Dept. Coordinator, Building

SUBJECT

Applicant Name	Company Name	Classification Type
Karl Lust	Awncore, LLC	Awnings

Attachments

Form Review

Inbox

Building

Form Started By: Karen Murphy

Final Approval Date: 03/06/2019

Reviewed By

Paul Thomas

Date

03/06/2019 11:55 AM

Started On: 03/05/2019 04:41 PM

Board of Examiners of Contractors

8.a.

Meeting Date: 03/12/2019

Re: Howard Siegel - Carpets by Mr. Jason, Inc. - Application for Certificate of Competency

Submitted For: Shaun Coss, Building Dept. Coordinator, Building

SUBJECT

Applicant Name	Company Name	Classification Type
Howard B. Siegel	Carpets by Mr. Jason, Inc.	Tile, Terrazzo, and Marble Contractor

Attachments

Form Review

Inbox

Building

Form Started By: Karen Murphy

Final Approval Date: 03/04/2019

Reviewed By

Paul Thomas

Date

03/04/2019 11:15 AM

Started On: 03/01/2019 08:12 AM

Board of Examiners of Contractors

8.b.

Meeting Date: 03/12/2019

Re: Rafael DeSousa - Perfect Way Pavers - Application for Certificate of Competency

Submitted For: Shaun Coss, Building Dept. Coordinator, Building

SUBJECT

Applicant Name	Company Name	Classification Type
Rafael DeSousa	Perfect Way Pavers, Inc.	Paver Brick

Attachments

Form Review

Inbox

Building

Form Started By: Karen Murphy

Final Approval Date: 03/04/2019

Reviewed By

Paul Thomas

Date

03/04/2019 11:15 AM

Started On: 03/01/2019 11:23 AM

Board of Examiners of Contractors**9.a.****Meeting Date:** 03/12/2019**Re:** Scott Stamper dba Regency DKI vs. Carolyn J. Thomas - Contractor Complaint**Submitted For:** Shaun Coss, Building Dept. Coordinator, Building

Scott Stamper, CEO, Regency DKI vs. Carolyn J. Thomas - Contractor Complaint

SUBJECT:

Contractor/Qualifier	DBA	Competency Card No.	State License No.
Scott Stamper	Regency DKI	19 00025591	CGC1521838

CASE INFORMATION:

Regency DKI was contracted and paid by FED NET in October of 2018 to correct a leak in the upstairs bathroom of a home located at 2811 D Stoneway Lane. Complainant indicated that work was begun without permits, was conducted in an unprofessional manner, and remains incomplete.

BACKGROUND

Ms. Thomas indicated that in October she had a water leak in her upstairs bathroom, for which she hired a licensed plumber, who fixed the problem. The insurance company contracted Regency DKI to repair damage created by the leak. She indicated that permits were not obtained, there was demolition of the bathroom which caused her to stay at a hotel and when she returned no further work was completed for twenty (20) days. She indicated that workers showed up at random, damaged previous repair work, indicated to her multiple times that permits were not necessary, and failed to complete the project in a timely manner.

TIMELINE

October 14, 2018	Ms. Thomas files claim with FED NET regarding leak in upstairs bathroom.
October 15, 2018	Regency DKI workers arrived and removed the vanity.
October 16, 2018	Licensed plumber came to home and fixed the leak.
October 17, 2018	Regency DKI assesses damage created by leak.
November 28, 2018	Regency DKI begins reconstruction work.
January 9, 2019	Ms. Thomas files Contractor Complaint with Building Department
January 10, 2019	Notice of Complaint mailed to Mr. Stamper
January 28, 2019	Notice of Hearing mailed to Mr. Stamper
February 12, 2019	Board Continues item to next meeting to give contractor time to rectify situation.
February 28, 2019	Order of Continuance sent to Mr. Stamper and Complainant.

ALLEGATIONS

Ms. Thomas alleges that permits were not obtained for the work, she is unsatisfied with the work that was done, and would like the project to be completed in a timely manner.

ALLEGED CHARGES:

(2)	Committing fraud or deceit in the process of contracting.
(3)	Committing incompetency or misconduct in the practice of contracting.
(4)	Committing gross negligence, repeated negligence, or negligence resulting in a significant damage to life or property.
(6)	Committing mismanagement or misconduct in the practice of contacting that causes financial harm to a customer.
(7)	Substantial departure from, or disregard of, plans or specification without consent of 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;
(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 of 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.
(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 the code.

RECOMMENDATION:

To be determined at the hearing.

Attachments

Stamper Pkt.

Form Review

Form Started By: Karen Murphy
Final Approval Date: 03/01/2019

Started On: 03/01/2019 08:24 AM

BOARD OF EXAMINERS OF CONTRACTORS
OF THE CITY OF FORT PIERCE, FLORIDA, A MUNICIPAL CORPORATION

CAROLYN J. THOMAS,
Complainant,

vs.

SCOTT STAMPER,

DIB/A REGENCY DKI, INC.

State of Florida Certified General Contractor No. CGC1521838, Respondent.

Address of Alleged Violation(s): 2811 D Stoneway Ln.

ORDER OF CONTINUANCE

THIS MATTER came before the Board of Examiners of Contractors of the City of Fort Pierce, Florida (the "Board") for hearing on February 12, 2019, upon the Complaint filed by the Complainant, Carolyn J. Thomas against the Respondent, Scott Stamper, dba Regency DKI, Inc., dated January 9, 2019, and the Notice of Alleged Charges filed by the Building Official with the Building Department of the City of Fort Pierce, Florida (the "Department") also dated January 9, 2019, based upon said Complaint. The Complainant and the Respondent appeared at previous hearing on February 12, 2019. The Board, having received and heard the representations made by the Complainant, the Respondent, and the Department, and being otherwise advised in the premises, makes the following findings and determinations:

A. The Respondent is a State of Florida certified general contractor.

B. At the commencement of the hearing, the representative of Mr. Stamper advised that the Respondent had a previous commitment and would be out of town at the time of the meeting.

C. In considering such findings, the Board, by unanimous vote, adopted a motion to continue said hearing to provide the parties with the opportunity to resolve matters presented by the Complaint. Accordingly, it is

ORDERED as follows:

1. The hearing before the Board be and the same is hereby continued ~~to~~ **to March 12, 2019.**

DATED this: 26th day of February, 2019.



Don Bergman, Chairman of the Board

CERTIFICATE OF SERVICE

In my capacity as Secretary for the Board of Examiners of Contractors of the City of Fort Pierce, Florida, I certify that a true and correct copy of the above Order was furnished by U.S. Mail and, if designated, emailed to: the Complainant, Carolyn J. Thomas. 2811 D Stoneway Lane, Fort Pierce, FL 34982; the Respondent, Scott Stamper, dba Regency DKI, Inc., 3900 Fiscal Ct. Ste. 200 West Palm Beach, FL 33404; City of Fort Pierce Building Department. Attention: Shaun Coss, Building Department Coordinator, PO Box 1480, Fort Pierce, FL 34954-1480, scoss@city-ftpierce.com; and Iola Mosley, Esquire, Assistant City Attorney, Post Office Box 1480, 100 North U.S. Highway One, Fort Pierce, FL 34954-1480 on 27 day of February, 2019.



Secretary for Board of Examiners of Contractors



January 28, 2019

Sent via: CERTIFIED LETTER & 1st CLASS MAIL

Mr. Scott Stamper
Regency DKI
3900 Fiscal Ct. – Ste. 200
West Palm Beach, FL 33404

**Re: Notice of Hearing
Contractor Complaint – 2811 D Stoneway Lane**

Dear Mr. Stamper:

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. February 12, 2018, in the City Commission Chambers on the first floor of City Hall.**

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 Building Department.

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

Sincerely,

Shaun Coss, CFM
Building Department Coordinator

SC/km
Enclosures

C (via email): Paul Thomas, CBO, CFM, Building Official
Linda Cox, City Clerk/Asst. City Manager
Board Attorney – Iola Mosley
Contractor's License File
Complainant



THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT
Florida

COPY

Sent via: CERTIFIED LETTER & 1st CLASS MAIL

January 10, 2019

Mr. Scott Stamper, CEO
Certified General Contractor
Regency DKI
3900 Fiscal Court
Ste. 200
West Palm Beach, FL 33404

Re: 2811 D Stoneway Lane

Dear Mr. Stamper:

This letter is to inform you that a complaint has been filed with the City of Fort Pierce against you, as the holder of a Contractor's Certificate of Competency, and/or as a contractor certified by the State of Florida. Attached is a copy of the complaint affidavit that has been filed with the Building Department.

You may submit to the Director of Building and Code Enforcement a written response to this complaint within 15 days of the date of this letter. The complaint and your response will be reviewed by the Building Official and Building Department Coordinator, and the complaint shall be referred to the Board for a hearing. You will be notified of the date, time, and place of the hearing.

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

Sincerely,

Shaun Coss, CFM
Building Department Coordinator

SC/km
Attachment

cc: Paul Thomas, CBO, CFM, Building Official
Iola Mosley, Board Attorney
Linda Cox, City Clerk
Contractor's License File
Complainant

sent 1/10/19



RECEIVED

JAN 09 2019

CONTRACTOR COMPLAINT AFFIDAVIT

**Please return completed and notarized form to Building Department

Person or company complaint is against: Scott Stamps CEO/ Regency DKT
 Address of alleged offense: 2811 D Stoneway Ln, Ft. Pierce, FL
 Made by: (Mr. /Mrs. /Ms.) Ms. Carolyn J. Thomas
 Address: 2811 D Stoneway Lane,
 City: FT. Pierce
 Home Phone: - Work/Cell Phone: 772-812-3409
 Email Address: cthomas179@aol.com

BEFORE ME, the above signed authority, personally appeared to file a complaint against:
 Name of Person and/or Company: Regency DKT
 Phone Number: 561-616-5959
 Address: 3900 Fiscal Court Suite 200
 City: WPB State: FL Zip: 33404
 Email: _____

In detail, clearly state your complaint below: (Please include any contracts, bills, cancelled checks, correspondences, etc.)

See attached

I have paid \$ 1878.90 to \$1000.00
 By check " Money Order - other Deductible \$1000.00

Continue to next page to fill out alleged charges.

Holding 1596.00

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.

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

I would like the work to be done professionally & in a timely manner with new material.

Carolyn J Thomas
Signature

SWORN TO AND SUBSCRIBED BEFORE ME this 9 day of January, 2019

Notary Signature: *[Signature]*

On October 14, 2018, this writer filed a claim with Fed Net in regards to a leak in the upstairs bathroom of home. FED Net contracted the work to Regency DKI. A worker from Regency DKI, came to the home on 10/15/2018 removed the upstairs bathroom vanity. I was informed by my insurance company I had to pay for a plumber to fix the leak. A licensed plumber came out and fixed the leak on 10/16/18 the cost was \$230.00. On 10/17/18, a worker from Regency DKI came out and assessed the damage in the home from the leak. The home has two bathrooms on two different floors. The upstairs bathroom is over the downstairs bathroom. There was damage to the ceiling on the first floor bathroom, there was damage to vanity and walls of the first floor bathroom, damage to the floor in the upstairs bathroom, and there was mold in the walls. I was instructed by Regency DKI to stay in a hotel during the demolition of both bathrooms. I stayed in a hotel from 10/29/18 to 11/07/18 the cost paid by the insurance company was \$725.63.

I returned home on 11/07/18, the upstairs bathroom was partially gutted. The shower stall and toilet still remained. The downstairs bathroom was completely gutted of everything but the toilet. The insurance adjuster came out on 11/08/18 to complete another assessment of the repair work.

Between 11/08/18 and 11/28/18 there was no work completed. I made multiple attempts to contact Regency DKI to see when the work would be started.

The reconstruction work of the bathroom begun 11/28/19, when a man came to complete the drywall work. The work was horrible and he used my shower as a garbage can, and in doing so broke my vanity mirror; which was being stored in the shower stall. In the beginning of December, a worker named Horace, who identified his trade as being a painter and drywall expert showed, to complete the rest of the reconstruction. With his own admission, he was not qualified or experienced in the different work that still needed to be completed. Horace did fix the drywall complete by the prior worker.

Horace did not show every day to complete work; he would show up randomly on inconsecutive days. Horace showed for a few hours the week of 12/10/18 as well the week of 12/17/18 but there was no real progress made in the bathroom. On 12/24/18, Horace showed with another worker and was attempting to reinstall the sink on the vanity, In doing so, they caused major damage to the newly installed drywall. Horace returned on 12/26/18, and attempted to patch the drywall he damaged. I have been without water in my vanities since. I called them on 01/01/2019 to see when they would return, the contractor stated he was trying to find someone to come out to the home.

Regency DKI has been paid \$6705.85 for mold remediation by Fed Net. They were also given a down payment of \$2878.90 for the reconstruction of the bathrooms. Regency DKI did not file for any permits and stated to me multiple times they would not need any. They also stated all their workers were licensed and experienced.

Regency DKI has not provided experienced workers, they have not completed the worked contracted to them, and they have not completed any work in a timely manner.

Carolyn J Thomas
1/9/19

Contractor Information

Certification No: CGC-1521838 EXPIRED	Company: Regency DKI
Contractor: Stamper, Scott Patrick	DBA:
Classification: General	Business: 3900 Fiscal Ct, Ste 100 West Palm Beach FL 33404
Hold:	Phone: 561-616-5959
License Expiration: 09/09/2016	Email: info@learn DKI.com
General Liability Insurance: 01/01/2017 EXPIRED	BTR No: 200801896
Bond Expiration:	BTR Authority: Palm Beach County
Workers Compensation: 06/30/2016 EXPIRED	BTR Exp. Date: 09/30/2014
Work Comp Exemption:	
Notes:	

Data Contained In Search Results Is Current As Of 01/09/2019 08:45 AM.

Search Results

Please see our [glossary of terms](#) for an explanation of the license status shown in these search results.

For additional information, including any complaints or discipline, click on the name.

License Type	Name	Name Type	License Number/ Rank	Status/Expires
Certified General Contractor	<u>REGENCY DKI</u>	DBA	CGC1521838 Cert General	Current, Active 08/31/2020
	License Location Address*:	3900 FISCAL COURT WEST PALM BEACH, FL 33404		
	Main Address*:	3900 FISCAL COURT SUITE 200 WEST PALM BEACH, FL 33404		
Certified General Contractor	<u>STAMPER, SCOTT</u> <u>PATRICK</u>	Primary	CGC1521838 Cert General	Current, Active 08/31/2020
	License Location Address*:	3900 FISCAL COURT WEST PALM BEACH, FL 33404		
	Main Address*:	3900 FISCAL COURT SUITE 200 WEST PALM BEACH, FL 33404		

[Back](#)

[New Search](#)

* denotes

Main Address - This address is the Primary Address on file.

Mailing Address - This is the address where the mail associated with a particular license will be sent (if different from the Main or License Location addresses).

License Location Address - This is the address where the place of business is physically located.

[2601 Blair Stone Road, Tallahassee FL 32399](#) :: Email: [Customer Contact Center](#) :: Customer Contact Center: 850.487.1395
Top of Form

Data Contained In Search Results Is Current As Of 01/09/2019 08:45 AM.

Search Results

Please see our [glossary of terms](#) for an explanation of the license status shown in these search results.

For additional information, including any complaints or discipline, click on the name.

License Type	Name	Name Type	License Number/ Rank	Status/Expires
Certified General Contractor	<u>REGENCY DKI</u>	DBA	CGC1521838 Cert General	Current, Active 08/31/2020
	License Location Address*:	3900 FISCAL COURT WEST PALM BEACH, FL 33404		
	Main Address*:	3900 FISCAL COURT SUITE 200 WEST PALM BEACH, FL 33404		
Certified General Contractor	<u>STAMPER, SCOTT</u> <u>PATRICK</u>	Primary	CGC1521838 Cert General	Current, Active 08/31/2020
	License Location Address*:	3900 FISCAL COURT WEST PALM BEACH, FL 33404		
	Main Address*:	3900 FISCAL COURT SUITE 200 WEST PALM BEACH, FL 33404		

[Back](#)[New Search](#)*** denotes**

Main Address - This address is the Primary Address on file.

Mailing Address - This is the address where the mail associated with a particular license will be sent (if different from the Main or License Location addresses).

License Location Address - This is the address where the place of business is physically located.

Bottom of Form

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: **Customer Contact Center** :: Customer Contact Center:
850.487.1395

Top of Form

Data Contained In Search Results Is Current As Of 01/09/2019 08:45 AM.**Search Results****Please see our [glossary of terms](#) for an explanation of the license status shown in these search results.****For additional information, including any complaints or discipline, click on the name.**

License Type	Name	Name Type	License Number/ Rank	Status/Expires
Certified General Contractor	<u>REGENCY DKI</u>	DBA	CGC1521838 Cert General	Current, Active 08/31/2020
	License Location Address*:	3900 FISCAL COURT WEST PALM BEACH, FL 33404		
	Main Address*:	3900 FISCAL COURT SUITE 200 WEST PALM BEACH, FL 33404		
Certified General Contractor	<u>STAMPER, SCOTT PATRICK</u>	Primary	CGC1521838 Cert General	Current, Active 08/31/2020
	License Location Address*:	3900 FISCAL COURT WEST PALM BEACH, FL 33404		
	Main Address*:	3900 FISCAL COURT SUITE 200 WEST PALM BEACH, FL 33404		

[Back](#)[New Search](#)*** denotes**

Main Address - This address is the Primary Address on file.

Mailing Address - This is the address where the mail associated with a particular license will be sent (if different from the Main or License Location addresses).

License Location Address - This is the address where the place of business is physically located.

Bottom of Form

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: **Customer Contact Center** :: Customer Contact Center:
850.487.1395

REGENCY

Property Restoration  ADKI

3900 Fiscal Ct, STE 200, WPB, FL 33404

561-616-5959 CGC # 1521838

Invoice

Date	Invoice #
11/7/2018	33400

Bill To
Carolyn Thomas 2811 D STONEWAY LANE Fort Pierce, FL 34982 USA

P.O. No.	Terms	Project
		FL-2018-1271-MLD

Description	Qty	Rate	Amount
MOLD REMEDIATION TIN# 20-4508266 CLAIM# HO0518268404	1	6,705.85	6,705.85
		Total	\$6,705.85
		Payments/Credits	\$0.00
		Balance Due	\$6,705.85

3900 Fiscal Court Suite 200
West Palm Beach, FL 33404
(561) 616-5959

Client: Carolyn Thomas
Property: 2811 Stoneway Ln Apt. D
Fort Pierce, FL 34982

Operator: CBARNOWS

Estimator: Carl Barnowski
Business: 3900 Fiscal Ct. Suite 200
West Palm Beach, FL 33404

Business: (561) 531-1482

Type of Estimate: <NONE>

Date Entered: 11/8/2018

Date Assigned:

Price List: FLFP8X_NOV18
Labor Efficiency: Restoration/Service/Remodel
Estimate: 2018-11-08-1426
File Number: FLPB-2018-0194-R

Thank you for choosing Regency DKI for your damage repair needs. Listed below you will find an estimate of the work necessary to restore the above mentioned property to a pre-loss condition using materials and workmanship of like, kind and quality at rates which are reasonable and customary for the local market.

The line item pricing in this estimate does not represent the actual cost of goods or services. Pricing for this project is based on the entire scope of work and may change subsequent to any modifications of the scope, quality or scheduling constraints.

Any change to this original estimate including but not limited to material upgrades, code requirements, and hidden or unforeseen damages will be included in a separate estimate unless otherwise noted.

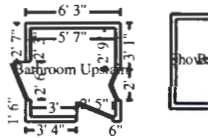
Regency DKI is a full-service restoration contractor specializing in residential property mitigation, content cleaning, and damage repair services for over 30 years.

Regency DKI Florida Tax ID 20-4508266

3900 Fiscal Court Suite 200
West Palm Beach, FL 33404
(561) 616-5959

2018-11-08-1426

Main Level



Bathroom Upstairs

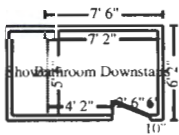
Height: 8'

182.67 SF Walls	32.57 SF Ceiling
215.24 SF Walls & Ceiling	32.57 SF Floor
3.62 SY Flooring	22.83 LF Floor Perimeter
22.83 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
1. Tile floor covering - Standard grade	32.57 SF	0.00	5.83	5.17	39.02	234.07
2. Floor protection - heavy paper and tape	32.57 SF	0.00	0.38	0.11	2.50	14.99
3. 1/2" drywall - hung, taped, floated, ready for paint	20.00 SF	0.00	2.13	0.66	8.66	51.92
4. Paint the walls - two coats	182.67 SF	0.00	0.85	2.37	31.54	189.18
5. Baseboard - 3 1/4"	2.00 LF	0.00	3.09	0.15	1.28	7.61
6. Paint baseboard - two coats	22.83 LF	0.00	1.28	0.16	5.88	35.26
7. Vanity	5.50 LF	0.00	141.44	36.47	162.88	977.27
8. Install Vanity top - Detach & reset	5.60 LF	0.00	23.46	0.00	26.28	157.66
9. P-trap assembly - ABS (plastic)	1.00 EA	0.00	48.27	0.39	9.74	58.40
10. Angle stop valve	1.00 EA	0.00	28.30	0.47	5.76	34.53
11. Clean floor - tile	32.57 SF	0.00	0.41	0.11	2.70	16.16
Totals: Bathroom Upstairs				46.06	296.24	1,777.05

Bathroom Downstairs

Height: 8'



158.67 SF Walls	39.42 SF Ceiling
198.08 SF Walls & Ceiling	39.42 SF Floor
4.38 SY Flooring	19.83 LF Floor Perimeter
19.83 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
12. Floor protection - heavy paper and tape	39.42 SF	0.00	0.38	0.13	3.02	18.13
13. 1/2" drywall - hung, taped, floated, ready for paint	90.00 SF	0.00	2.13	2.98	38.94	233.62

Missing Wall

5' 6" X 8'

Opens into SHOWER

3900 Fiscal Court Suite 200
 West Palm Beach, FL 33404
 (561) 616-5959

CONTINUED - Bathroom Downstairs

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
14. Paint the walls - two coats	158.67 SF	0.00	0.85	2.06	27.40	164.33
15. Baseboard - 3 1/4"	7.00 LF	0.00	3.09	0.52	4.42	26.57
16. Paint baseboard - two coats	19.83 LF	0.00	1.28	0.14	5.10	30.62
17. Vanity	4.50 LF	0.00	141.44	29.84	133.26	799.58
18. Install Vanity top - Detach & reset	4.54 LF	0.00	23.46	0.00	21.30	127.81
19. Angle stop valve	2.00 EA	0.00	28.30	0.93	11.50	69.03
20. P-trap assembly - Detach & reset	2.00 EA	0.00	46.45	0.00	18.58	111.48
21. Light fixture	1.00 EA	0.00	62.75	2.15	13.00	77.90
22. Install Mirror - plate glass - Detach & reset	12.00 SF	0.00	4.63	0.00	11.12	66.68
23. Clean floor - tile	39.42 SF	0.00	0.41	0.13	3.26	19.55
Totals: Bathroom Downstairs				38.88	290.90	1,745.30

Total: Main Level **84.94** **587.14** **3,522.35**

Labor Minimums Applied

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
24. Drywall labor minimum	1.00 EA	0.00	200.67	0.00	40.14	240.81
25. Electrical labor minimum	1.00 EA	0.00	182.79	0.00	36.56	219.35
26. Mirror/shower door labor minimum	1.00 EA	0.00	61.92	0.00	12.38	74.30
27. Plumbing labor minimum	1.00 EA	0.00	39.04	0.00	7.80	46.84
28. Finish carpentry labor minimum	1.00 EA	0.00	186.52	0.00	37.30	223.82
29. Floor cleaning labor minimum	1.00 EA	0.00	72.34	0.00	14.46	86.80
30. Tile floor covering labor minimum	1.00 EA	0.00	46.26	0.00	9.26	55.52
Totals: Labor Minimums Applied				0.00	157.90	947.44

Line Item Totals: 2018-11-08-1426 **84.94** **745.04** **4,469.79**

3900 Fiscal Court Suite 200
West Palm Beach, FL 33404
(561) 616-5959

Grand Total Areas:

422.67 SF Walls	84.82 SF Ceiling	507.49 SF Walls and Ceiling
84.82 SF Floor	9.42 SY Flooring	52.83 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	52.83 LF Ceil. Perimeter
84.82 Floor Area	103.32 Total Area	422.67 Interior Wall Area
523.50 Exterior Wall Area	58.17 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	

3900 Fiscal Court Suite 200
West Palm Beach, FL 33404
(561) 616-5959

Summary

Line Item Total	3,639.81
Material Sales Tax	84.94
	<hr/>
Subtotal	3,724.75
Overhead	372.52
Profit	372.52
	<hr/>
Replacement Cost Value	\$4,469.79
Net Claim	\$4,469.79
	<hr/> <hr/>

Carl Barnowski

3900 Fiscal Court Suite 200
West Palm Beach, FL 33404
(561) 616-5959

Recap of Taxes, Overhead and Profit

	Overhead (10%)	Profit (10%)	Material Sales Tax (6.5%)	Laundering Tax (2%)	Manuf. Home Tax (6%)	Storage Rental Tax (6.5%)
Line Items	372.52	372.52	84.94	0.00	0.00	0.00
Total	372.52	372.52	84.94	0.00	0.00	0.00

3900 Fiscal Court Suite 200
West Palm Beach, FL 33404
(561) 616-5959

Recap by Room

Estimate: 2018-11-08-1426

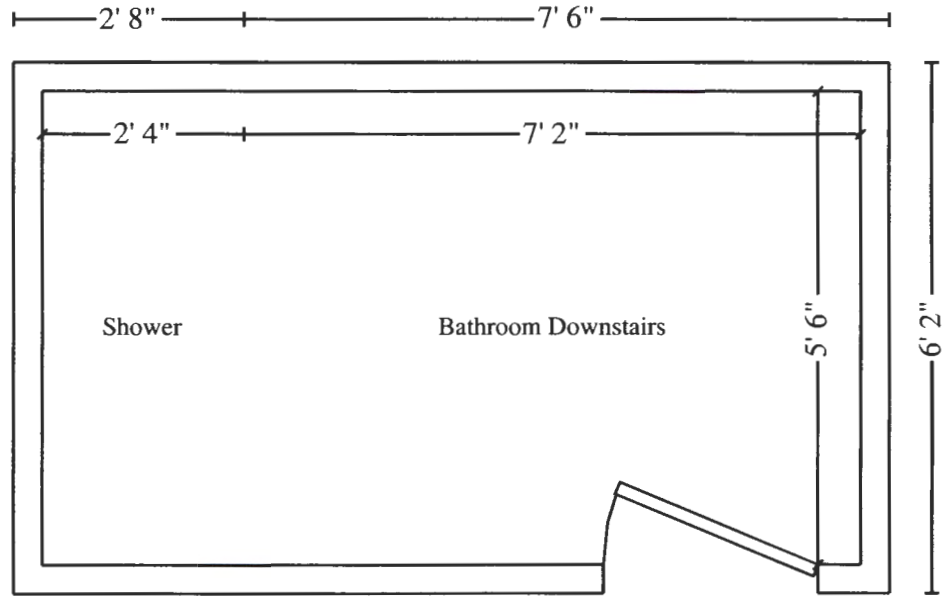
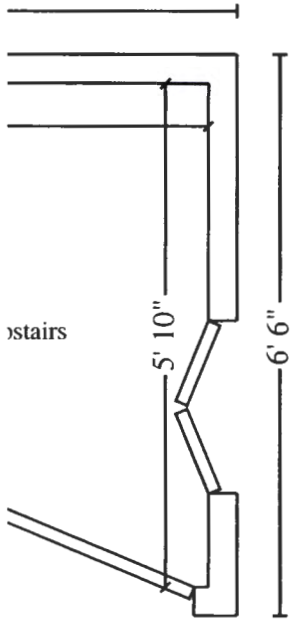
Area: Main Level

Bathroom Upstairs	1,434.75	39.42%
Bathroom Downstairs	1,415.52	38.89%
<hr/>		
Area Subtotal: Main Level	2,850.27	78.31%
Labor Minimums Applied	789.54	21.69%
<hr/>		
Subtotal of Areas	3,639.81	100.00%
<hr/>		
Total	3,639.81	100.00%

3900 Fiscal Court Suite 200
West Palm Beach, FL 33404
(561) 616-5959

Recap by Category

O&P Items	Total	%
CABINETRY	1,414.40	31.64%
CLEANING	101.85	2.28%
DRYWALL	434.97	9.73%
ELE	182.79	4.09%
FLOOR COVERING - CERAMIC TILE	236.14	5.28%
FINISH CARPENTRY / TRIMWORK	214.33	4.80%
LIGHT FIXTURES	62.75	1.40%
MARBLE - CULTURED OR NATURAL	237.89	5.32%
MIRRORS & SHOWER DOORS	117.48	2.63%
PLUMBING	265.11	5.93%
PAINTING	372.10	8.32%
O&P Items Subtotal	3,639.81	81.43%
Material Sales Tax	84.94	1.90%
Overhead	372.52	8.33%
Profit	372.52	8.33%
Total	4,469.79	100.00%



Main Level



Mr. Rooter Plumbing
 534 NW Mercantile Place.
 Port Saint Lucie, FL 34986
 772-206-2775

Invoice 6963362
Invoice Date 10/16/2018
Completed Date
Technician Clinton Morton
Customer PO

Billing Address
 Carolyn Thomas
 2811 Stoneway Lane #D
 Fort Pierce, FL 34982 USA

Job Address
 Carolyn Thomas
 2811 Stoneway Lane #D
 Fort Pierce, FL 34982 USA

Description of Work

Upstairs vanity and drywall removed by water restoration company, exposing a leaking 3/4 inch copper water supply line. An alternate plumber attempted to make repairs, but was unsuccessful. Removed repair and coupled into place a copper supply line. No further leaks. 30 day warranty.

Task #	Description	Quantity	Your Price	Your Total
D2005	Repair 3/4" exposed copper or water line, up to 2' 1 Year Warranty	1.00	\$335.00	\$335.00
Z-25	Credit for leak search	1.00	-\$132.00	-\$132.00

Paid On	Type	Memo	Amount	
10/16/2018	Visa		\$203.00	
				Sub-Total \$203.00
				Tax \$0.00
				Total Due \$203.00
				Payment \$203.00
				Balance Due \$0.00

Thank you for your business.

IMPORTANT NOTICE: You and your contractor are responsible for meeting the Terms and Conditions of this contract. If you sign this contract and you fail to meet the terms and conditions of this contract, you may lose legal ownership rights to your home. **KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW. YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE 3RD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.** I agree that initial price quoted prior to the start of work does not include any additional or unforeseen tasks. Nor materials which may be found to be necessary to complete repairs or replacements. I also agree to hold Mr. Rooter® or its assigns harmless for parts deemed corroded, unusable or unreliable for completion of stated work to be done. I hereby authorize Mr. Rooter to perform proposed work and agree to all agreement conditions as displayed and further acknowledge that this invoice is due upon receipt. A monthly service charge, at maximum allowed by law, will be added after 10 days. Independently owned and operated franchise. Amount to Authorize: \$203.00

10/16/2018

Acceptance of work performed: I find the service and materials performed & installed have been completed in accordance with this agreement. I agree to pay reasonable attorney fees, collection fees and court costs in the event of legal action pursuant to collection of amount due. Total Due: \$203.00

10/16/2018

I authorize Mr. Rooter Plumbing to charge the agreed amount to my credit card provided herein. I agree that I will pay for this purchase in accordance with the issuing bank cardholder agreement.

over

10/16/2018

CAROLYN THOMAS
2811 STONEWAY LN
APT D
FORT PIERCE, FL 34982

If you are receiving only a check, please note that supporting information for this check and your claim will be delivered to you in a separate mailing. Please know that depositing this check does not in any way prejudice your right to dispute any element of the handling of your claim, including the amounts paid. If you have any questions please contact claims service immediately at 800-293-2532.

874379

FEDNAT INSURANCE COMP

CLAIMS ACCOUNT

Claim No.:	H00518268404	Check No.:	874379
Date of Loss:	10/10/2018	Check Date.:	10/30/2018
Insured:	Carolyn Thomas	Check Amt:	\$1,878.90
Policy No.:	FE-0000820894-00	Pay Type:	CHECK
Payee:	Carolyn Thomas		
Coverage:	Dwelling	Agent Name:	GEICO INSURANCE AGENCY INC
		Agent Code:	26150
Payment Description:	COVERAGE A - STRUCTURE - DWELLING (MG)		

CAROLYN THOMAS AND REGENCY DKI
2811 STONEWAY LN
APT D
FORT PIERCE, FL 34982

If you are receiving only a check, please note that supporting information for this check and your claim will be delivered to you in a separate mailing. Please know that depositing this check does not in any way prejudice your right to dispute any element of the handling of your claim, including the amounts paid. If you have any questions please contact claims service immediately at 800-293-2532.

874380

FEDNAT INSURANCE COMP

CLAIMS ACCOUNT

Claim No.:	H00518268404	Check No.:	874380
Date of Loss:	10/10/2018	Check Date.:	10/30/2018
Insured:	Carolyn Thomas	Check Amt:	\$6,705.85
Policy No.:	FE-0000820894-00	Pay Type:	CHECK
Payee:	CAROLYN THOMAS AND REGENCY DKI		
Coverage:	Dwelling	Agent Name:	GEICO INSURANCE AGENCY INC
		Agent Code:	26150
Payment Description:	MOLD - MOLD REMEDIATION (MG)		

CAROLYN THOMAS AND REGENCY DKI
2811 STONEWAY LN
APT D
FORT PIERCE, FL 34982

If you are receiving only a check, please note that supporting information for this check and your claim will be delivered to you in a separate mailing. Please know that depositing this check does not in any way prejudice your right to dispute any element of the handling of your claim, including the amounts paid. If you have any questions please contact claims service immediately at 800-293-2532.

885906

FEDNAT INSURANCE COMP

CLAIMS ACCOUNT

Claim No.:	H00518268404	Check No.:	885906
Date of Loss:	10/10/2018	Check Date.:	11/13/2018
Insured:	Carolyn Thomas	Check Amt:	\$590.87
Policy No.:	FE-0000820894-00	Pay Type:	CHECK
Payee:	Carolyn Thomas AND REGENCY DKI		
Coverage:	Personal Property	Agent Name:	GEICO INSURANCE AGENCY INC
		Agent Code:	26150
Payment Description:	SUPPLEMENT - DWELLING (MG)		

CAROLYN THOMAS AND REGENCY DKI
2811 STONEWAY LN
APT D
FORT PIERCE, FL 34982

If you are receiving only a check, please note that supporting information for this check and your claim will be delivered to you in a separate mailing. Please know that depositing this check does not in any way prejudice your right to dispute any element of the handling of your claim, including the amounts paid. If you have any questions please contact claims service immediately at 800-293-2532.

891332

FEDNAT INSURANCE COMP

CLAIMS ACCOUNT

Claim No.:	HO0518268404	Check No.:	891332
Date of Loss:	10/10/2018	Check Date.:	11/26/2018
Insured:	Carolyn Thomas	Check Amt:	\$1,000.00
Policy No.:	FE-0000820894-00	Pay Type:	CHECK
Payee:	Carolyn Thomas AND REGENCY DKI		
Coverage:	Dwelling	Agent Name:	GEICO INSURANCE AGENCY INC
		Agent Code:	26150
Payment Description:	SUPPLEMENT - SUPPLEMENTAL PAYMENT CORRECTION		

Jan 9, 2019 11:50:04 AM EST
 File Edit Commands Help
 SUPERION NavLine®

Business 0043542
 Officers
 Miscellaneous info
 Licenses
 Documents

Business Information

Name: REGENCY DCI
 Business address: LICENSE ADDRESS
 FT PIERCE FL 34950
 Mailing address: 35240 FORTON CT
 CLINTON TOWNSHIP MI 4803
 Business phone: (586) 741-8000
 Emergency phone: 0

Other Business Information

Location ID: 999999997
 Date opened: 2/21/2013
 Federal tax ID:
 Type of ownership:
 Type of business:
 Contractor flag: Y
 Status date: 2/21/2013
 Email renewals: NO

Business Owner

Owner:
 Address:
 Phone:
 Social Security:
 Drivers license:
 Date of birth:
 Email address:

Print
 Cancel
 Exit
 Refresh
 Business Hist...
 Names History
 Images

Screen detail print cancelled

Board of Examiners of Contractors**9.b.****Meeting Date:** 03/12/2019**Re:** Patrick Silas - Patrick Silas Land Development Co., LLC vs. Shirley Gibson
Contractor Complaint**Submitted For:** Shaun Coss, Building Dept. Coordinator, Building
Patrick Silas - Patrick Silas Land Development Co., LLC vs. Shirley Gibson - Contractor Complaint.**SUBJECT:**

Contractor/Qualifier	DBA	Competency Card #	State License #
Patrick Silas	Patrick Silas Land Development Co., LLC	19-20107	CBC1254328

CASE INFORMATION:

Property Owner	Address of Violation	Complainant
Shirley Gibson	424 N. 29th St.	Shirley Gibson

BACKGROUND

Ms. Gibson indicated in her complaint that the floor was not laid correctly, that bathroom tile in her home was not done correctly, a door was too short, an AC vent was removed and not replaced, and tile was chipped in two of her bedrooms.

TIMELINE

February 8, 2019	Building Department received Contractor Complaint against Mr. Silas
February 11, 2019	Notice of Complaint sent to Mr. Silas
February 26, 2019	Notice of Hearing sent to Mr. Silas

ALLEGATIONS

From the alleged charges chosen, allegations include incompetency or misconduct, negligence, lack of supervision of construction project.

ALLEGED CHARGES:

(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.
(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.

RECOMMENDATION:

To be determined at hearing.

Attachments

Silas.pkt.

Form Review

Inbox

Building

Form Started By: Karen Murphy

Final Approval Date: 03/04/2019

Reviewed By

Paul Thomas

Date

03/04/2019 11:15 AM

Started On: 03/01/2019 09:05 AM



THE SUNRISE CITY

FORT PIERCE
BUILDING DEPARTMENT
Florida



February 26, 2019

Sent via: CERTIFIED LETTER & 1st CLASS MAIL

Mr. Patrick Silas, Jr.
Patrick Silas Land Development Co., LLC
5420 NW Nassau Ct.
Port St. Lucie, FL 34983

1190 SW Jericho Ave.
Port St. Lucie, FL 34953

**Re: Notice of Hearing
Contractor Complaint – 424 N. 29th St.**

Dear Mr. Silas:

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. March 12, 2019, in the City Commission Chambers on the first floor of City Hall.**

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 Building Department.

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

Sincerely,

Shaun Coss, CFM
Building Department Coordinator

SC/km
Enclosures

C (via email): Paul Thomas, CBO, CFM, Building Official
Linda Cox, City Clerk/Asst. City Manager
Board Attorney – Iola Mosley
Contractor's License File
Complainant



CONTRACTOR COMPLAINT AFFIDAVIT

****Please return completed and notarized form to Building Department**** (772-260-0374)

Person or company complaint is against: Patrick Silas Construction
 Address of alleged offense: 424 North 29th Street

Made by: (Mr. /Mrs. (Ms.) Shirley Ann Gibson
 Address: 424 North 29th Street
 City: Fort Pierce, FL
 Home Phone: 772-461-8455 Work/Cell Phone: 772-332-0590
 Email Address: sgibson01@Bellsouth.net

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

Name of Person and/or Company: Patrick Silas
 Phone Number: 772-260-0374
 Address: _____
 City: _____ State: _____ Zip: _____
 Email: _____

In detail, clearly state your complaint below: (Please include any contracts, bills, cancelled checks, correspondences, etc.)

Paid Patrick Silas \$ 20,000.00
Paint not finished correctly
Door to short, floor not laid correct.
Bathroom tile wrong
Free outlets not shown for oven or stove
AC vent removed in foyer and not replaced.
Ceiling messed
Chipped tile in two bedrooms.

I have paid \$ 20,000 to: _____

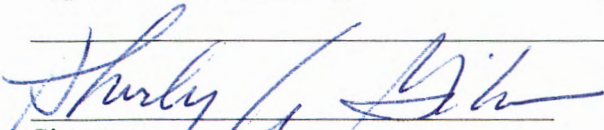
By check Wells fargo Money Order _____ other _____

Continue to next page to fill out alleged charges.

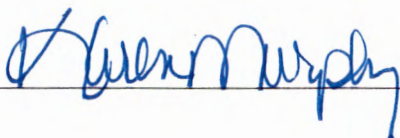
The Checked boxes specify the charges being brought against the above named contractor under the Fort Pierce Code of Ordinance, Section 5-52:

- (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.

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


Signature

SWORN TO AND SUBSCRIBED BEFORE ME this 8 day of February, 2019.

Notary Signature: 



Feb 8, 2019 4:09:18 PM EST
 File Edit List Commands Help
 Print 8:14:51 AM RION
 Revision

Contractor Name Search

Name: PATRICK

Name	Number		Type	License Nbr/error Message
PATRICK L MILAS JR LAND DEVELO	38619	O	BLCB	19 00020107
PATRIOT PLUMBING, INC	43850	O	PLCF	19 00025944
PATRIOT TECHNOLOGIES NWP INC	46308	O	AST1	17 00028858 Lic expired
PAUL BENNETT BUILDERS, LLC	46880	O	BLCB	18 00029546 Lic expired
PAUL CAN DO, INC.	11430	O	RSCR	18 00017696 Lic expired
PAUL DANIEL ELECTRIC INC	44796	O	ELEC	15 00027033 Lic expired
PAUL DAVIS RESTORATION &	44135	O	RSCR	18 00026275 Lic expired
PAUL FITZPATRICK PLUMBING INC	10306	O	PLCF	19 00011432 Reqmnt not met
PAUL FRISCHKORN, INC.	36996	O		No contractor license
PAUL JACQUIN & SONS	38568	O	GNGC	19 00020044
PAUL JACQUIN & SONS INC	36911	O	RFCC	19 00018040
PAUL JACQUIN & SONS, INC	38567	O	GNGC	19 00020043
PAUL W WILSON PLUMBING, INC	46227	O	PLCF	18 00028753 Lic expired
PAULIE PROPANE & NATURAL	43655	O	LPCX	16 00025724 Lic expired
PAULSEN & SONS CONTRACTING INC	43830	O	BLCB	19 00025919 Reqmnt not met
PAV-CO CONTRACTING INC.	44589	O	GNGC	19 00026781
PAVE TECH	6091	O	PURX	02 00006098 Lic expired
PAVECO INCORPORATED	46174	O	GNGC	17 00028698 Lic expired

Screen detail successfully printed MWV

Licensee Details

Licensee Information

Name: **SILAS, PATRICK LAWRENCE JR. (Primary Name)
PATRICK L SILAS JR LAND DEVELOPMENT CO LLC (DBA Name)**

Main Address: **5420 NW NASSAU CT
PORT ST LUCIE Florida 34983**

County: **ST. LUCIE**

License Mailing:

LicenseLocation: **5420 NW NASSAU CT
PORT ST LUCIE FL 34983**

County: **ST. LUCIE**

License Information

License Type: **Certified Building Contractor**

Rank: **Cert Building**

License Number: **CBC1254328**

Status: **Current with Probation,Active**

Licensure Date: **05/24/2006**

Expires: **08/31/2020**

Special Qualifications **Qualification Effective**
Construction Business **05/24/2006**

Alternate Names

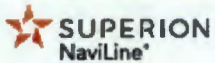
[View Related License Information](#)

[View License Complaint](#)

[2601 Blair Stone Road, Tallahassee FL 32399](#) :: Email: **[Customer Contact Center](#) :: Customer Contact Center: 850.487.1395**

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public.



- ★ Business 0038619
 - Officers
 - Miscellaneous info
 - Licenses
 - Documents

Business Information

Name: PATRICK L SILAS JR LAND
Business address: LICENSE ADDRESS
 FT PIERCE FL 34950
Mailing address: 1190 SW JERICHO AVE
 PORT ST LUCIE FL 34953
Business phone: (772) 260-0374
Emergency phone: 0

Other Business Information

Location ID: 99
Date opened: 1
Federal tax ID:
Type of ownership: CC
Type of business:
Contractor flag: Y
Status date:

Business Owner

Owner: PATRICK SILAS JR LAND DE
Address: 1190SW JERICHO AVE
 PORT ST LUCIE FL 34953
Phone: 0
Social Security:
Drivers license:
Date of birth:

- Print
- Cancel
- Exit
- Refresh
- Business Hist...
- Names History
- Images

Screen detail successfully printed



99999997
L/01/1980
CORPORATION
L/01/1980





[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Florida Limited Liability Company
PATRICK L. SILAS JR. LAND DEVELOPMENT CO. LLC

Filing Information

Document Number	L06000002429
FEI/EIN Number	33-1129951
Date Filed	01/08/2006
Effective Date	01/08/2006
State	FL
Status	ACTIVE
Last Event	LC DISSOCIATION MEM
Event Date Filed	07/30/2015
Event Effective Date	NONE

Principal Address

5420 NW Nassau Ct
Port St Lucie, FL 34953

Changed: 02/28/2018

Mailing Address

5420 NW Nassau Ct
Port St Lucie, FL

Changed: 02/28/2018

Registered Agent Name & Address

Silas Construction & Development
5420 NW Nassau Ct
Port St Lucie, FL 34953

Name Changed: 03/14/2016

Address Changed: 02/28/2018

Authorized Person(s) Detail

Name & Address

Title MGR

SILAS, PATRICK L., Jr.
5420 NW Nassau Ct
Port St Lucie, FL



THE SUNRISE CITY

FORT PIERCE
BUILDING DEPARTMENT
Florida

Sent via: CERTIFIED LETTER & 1st CLASS MAIL

February 11, 2019

Mr. Patrick L. Silas, Jr.
Patrick Silas Land Development Co., LLC
5420 NW Nassau Ct.
Port St. Lucie, FL 34983

1190 SW Jericho Ave.
Port St. Lucie, FL 34953

Re: 424 N. 29th St.

Dear Mr. Silas:

This letter is to inform you that a complaint has been filed with the City of Fort Pierce against you, as the holder of a Contractor's Certificate of Competency, and/or as a contractor certified by the State of Florida. Attached is a copy of the complaint affidavit that has been filed with the Building Department.

You may submit to the Director of Building and Code Enforcement a written response to this complaint within 15 days of the date of this letter. The complaint and your response will be reviewed by the Building Official and Building Department Coordinator, and the complaint shall be referred to the Board for a hearing. You will be notified of the date, time, and place of the hearing.

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

Sincerely,

Shaun Coss, CFM
Building Department Coordinator

SC/km
Attachment

cc: Paul Thomas, CBO, CFM, Building Official
Iola Mosley, Board Attorney
Linda Cox, City Clerk
Contractor's License File
Complainant



CONTRACTOR COMPLAINT AFFIDAVIT

Please return completed and notarized form to Building Department (772-260-0374)

Person or company complaint is against: Patrick Silas Construction
 Address of alleged offense: 424 North 29th Street

Made by: (Mr. /Mrs. (Ms.)) Shirley Ann Gibson
 Address: 424 North 29th Street
 City: Fort Pierce, FL
 Home Phone: 772-461-8455 Work/Cell Phone: 772-332-0590
 Email Address: sgibson01@bellsouth.net

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

Name of Person and/or Company: Patrick Silas
 Phone Number: 772-260-0374
 Address: _____
 City: _____ State: _____ Zip: _____
 Email: _____

In detail, clearly state your complaint below: (Please include any contracts, bills, cancelled checks, correspondences, etc.)

Paid Patrick Silas \$20,000.00
Paint not finished correctly
Door to Short, Floor not Laid correct.
Bathroom tile wrong
Free outlets not shown for oven or stove
AC vent removed in foyer and not replaced.
Ceiling messed
Chipped tile in two bedrooms.

I have paid \$ 20,000 to: _____

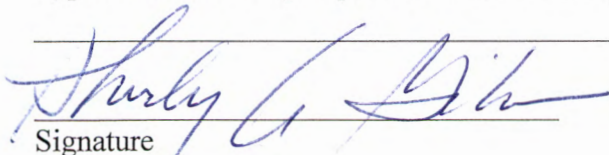
By check Wells fargo Money Order _____ other _____

Continue to next page to fill out alleged charges.

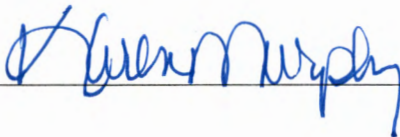
The Checked boxes specify the charges being brought against the above named contractor under the Fort Pierce Code of Ordinance, Section 5-52:

- (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.

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


Signature

SWORN TO AND SUBSCRIBED BEFORE ME this 8 day of February, 2019

Notary Signature: 



Board of Examiners of Contractors

11.a.

Meeting Date: 03/12/2019

Re: Amended Rules and Procedures - Board of Examiners of Contractors

Submitted For: Paul Thomas, Building Official, Building

SUBJECT:

Amended Rules of Procedure - Board of Examiners of Contractors.

Attachments

BEC Rules and Procedures 2019

Form Review

Inbox	Reviewed By	Date
Building	Ed Roseberry	12/06/2018 07:59 AM
City Manager	Nick Mimms	12/26/2018 10:39 AM
Form Started By: Karen Murphy		Started On: 11/20/2018 09:38 AM
Final Approval Date: 03/01/2019		

Rules of Procedure
~~For Disciplinary Matters~~

FORT PIERCE
BOARD OF EXAMINERS OF
CONTRACTORS

City of Fort Pierce, Florida

~~May 9, 2006~~

January 8, 2019

Prepared by:
Office of the City Attorney
Post Office Box 1480
Fort Pierce, FL 34954-1480

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**RULES OF PROCEDURE FOR DISCIPLINARY MATTERS
for
FORT PIERCE BOARD OF EXAMINERS OF CONTRACTORS**

Rule 1. Scope and Interpretation

These rules apply to all disciplinary proceedings involving the holder of a contractor's certificate of competency issued pursuant to the provisions of Chapter 5, Article II of the Code of Ordinance of the City of Fort Pierce, Florida and contractor certified by the State of Florida (the Florida Construction Industry Licensing Board, the Florida electrical Contractor's Licensing Board, or the Florida Department of Professional Regulation). These rules shall be construed and interpreted so as to be consistent with state law and local ordinances.

These rules do not apply to disciplinary proceedings involving unlicensed contractors or citations issued pursuant to City ordinance Section 5.53. These matters will be heard by the Special Magistrate.

Rule 2. Definitions

Wherever used in these rules, the following words or terms shall have the meaning set forth unless the use thereof shall clearly indicate a different meaning:

- (a) **"Board"** shall mean the Board of Examiners of Contractors provided for in Chapter 5, Article II of the Code of Ordinances of the City of Fort Pierce, Florida.
- (b) **"Building Official"** shall mean the chief administrator of the department responsible for administration of Chapter 5 of the Code of Ordinances of the City of Fort Pierce, Florida or employees of the City who administer Chapter 5 of the Code of Ordinances of the City of Fort Pierce, Florida subject to the direction and supervision of such department's chief administrator.
- (c) **"Code"** shall mean the Code of Ordinances of the City of Fort Pierce, Florida.
- (d) **"Complainant"** or "complaining witness" shall mean any person who has complained to any officer or agency of the City of Fort Pierce, Florida of the conduct of a contractor.
- (e) **"Contractor"** shall mean the holder of a contractor's certificate of competency issued pursuant to the provisions of Chapter 5, Article II of the Code or a contractor certified by the State of Florida.

(f) **“Department”** shall mean the City of Fort Pierce department responsible for administration of Chapter 5 (Buildings and Building Regulations) of the Code, such department being presently known as the Department of Building and Code Enforcement or as such department may be hereafter renamed.

~~(g) **“Probable cause”** shall mean a finding by an authorized person or agency of the City of Fort Pierce, Florida that there is cause to believe that a contractor is guilty of misconduct justifying disciplinary action.~~

(g) **“Respondent”** shall mean a contractor who is accused of misconduct or whose conduct is under investigation.

(h) Other terms not herein defined shall have the meaning expressly given to them through definition by Chapter 5 and other chapters of the Code. In the event a term is not expressly defined as aforesaid, such terms shall be given the meaning accorded through normal, customary usage.

Rule 3. Jurisdiction

The Board shall have jurisdiction over disciplinary matters involving a contractor pursuant to §5-50 – 5-52 of the Code.

Rule 4. Officers

(a) **Chair.** The Chair shall preside at all meetings and hearings of the Board, shall have the duties normally conferred by parliamentary usage on such officers, and shall sign all orders as may be adjudicated and/or authorized by the Board.

(b) **Vice Chair.** The Vice Chair shall act in the absence or disqualification of the Chair and, in such an event, shall exercise or perform all duties and be subject to all responsibilities of the Chair, including signing orders as may be adjudicated and/or authorized by the Board in the absence of the Chair. In the absence or disqualification of the Chair and the Vice Chair, a majority of the Board members present may designate a temporary Chair to serve in such absence.

(c) **Secretary.** ~~The Secretary for the Board shall be the director of the Department, or his designee~~ The director of the Department, or his designee shall serve as the secretary of the Board. The Secretary shall maintain a record of Board proceedings, maintain all records pursuant to those proceedings, prepare and deliver meeting agendas, and, in general, serve as the liaison between the Board and the City of Fort Pierce and perform those duties more specifically provided in these rules.

(d) **Board Attorney.** The Office of the City Attorney of the City of Fort Pierce, Florida shall provide counsel for the Board to serve as a legal advisor.

Rule 5. Standards of Conduct

- (a) **Notice and Knowledge of Code.** Every contractor who contracts within the jurisdiction of the City of Fort Pierce, Florida, is within the jurisdiction of the City of Fort Pierce, Florida and its agencies and is charged with notice and held to know the standards of conduct prescribed by the Code and state law.
- (b) **Rules of Conduct.** Violations of the Rules of Conduct as prescribed by Chapter 5, Article II of the Code and state law is a cause for discipline.

Rule 6. Complaint Processing and Initial Procedures

- (a) **Complaint.** Any person, including, but not limited to, the director of the Department, may prefer charges against a contractor. Such charges shall be made in writing and sworn to by the complainant or complaining witness and submitted to the building official. ~~who shall immediately notify the Chairman of the Board of the receipt thereof.~~ The building official shall mail a copy of such charges to the Respondent within 15 days from the receipt thereof, and the Respondent may submit a written response to the complaint within 15 days after the service to the Respondent of the complaint.
- (b) **Screening and Processing of Complaint**
 - ~~(1) The director of the Department and the Chairman of the Board shall review the complaint and the Respondent's written response, if any, for probable cause.~~
 - ~~(2) If no probable cause is found, the complaint shall be denied and not referred to the Board; provided, however, that a finding of no probable cause shall not preclude the reopening of the complaint and further proceedings thereon. A copy of the complaint and the findings of the director of the Department and the Chairman of the Board shall be placed in the Respondent's file. The Complainant shall be notified of the denial and shall have no right of appeal.~~
 - ~~(1) If probable cause is found,~~ The complaint shall be referred to the Board for hearing thereon, and the Respondent and the complainant shall be notified of such ~~finding and referral.~~ hearing.

Rule 7. Board Proceedings

- (a) **Complaint Referred to Board Proceedings.** ~~When a finding of probable cause has been made and the complaint based on such finding of probable cause has been referred to the Board for hearing,~~ The proceeding ~~thereafter~~ shall be an **adversary adversarial** proceeding that shall be conducted as hereinafter set forth.
- (b) **Nature of Proceedings.** A disciplinary proceeding is neither civil nor criminal in nature but is considered a quasi-judicial administrative proceeding.

(c) **Style of Proceedings.** All such disciplinary proceedings before the Board shall be styled “(name of complainant), Complainant v. (name of respondent), Respondent,” and “Before the Fort Pierce Board of Examiners of Contractors.”

(d) **Hearing Notices.**

(1) **Initial Notification.** The complaint may be set down for hearing by the Board and/or the Department upon not less than 15 days’ notice thereof to the Respondent. The Department shall provide such notice of hearing to the Respondent by certified mail, return receipt requested, by hand-delivery by a law enforcement officer or the building official, or by leaving the notice at the Respondent’s usual place of business or usual place of residence. Such notice shall include this highlighted statement: **“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 and Code Enforcement.”**

(2) **Subsequent Proceedings.** Notification of subsequent proceedings provided by these rules shall be by regular mail, at least 7 days in advance of the date such subsequent proceedings are to be held before the Board.

(e) **Subpoenas.**

(1) Subpoenas for testimony before the Board may be issued by the Secretary upon the request of the Department or by any attorney of record for and on behalf of the Respondent. Every subpoena shall issue under seal of the City of Fort Pierce, Florida, shall state the action, and shall command each person to whom it is directed to attend and give testimony at a time and place therein specified.

(2) On oral request of the Department or any attorney of record for and on behalf of a Respondent, the Secretary shall issue a subpoena for testimony before the Board, sealed but otherwise in blank except as described above, and the subpoena shall be filled in before service by the Department or attorney.

(f) **Continuances.**

In the event there are circumstances constituting good cause for the Respondent to seek a continuance or a postponement of a hearing, the Respondent may file a written request for a continuance or postponement with the Department. Such request must be made within a reasonable time following the date the Respondent became aware of the circumstances which formed the basis of the request, and such request must specify the circumstances justifying the request with particularity.

~~The director of the Department and the Chairman of the Board shall review the request to determine whether there is good cause for the request and whether such good cause, if any, outweighs the public interest, if any, in allowing the hearing to proceed as originally scheduled, and the request will then be granted or denied by the director of the Department and the Chairman of the Board. If the request is granted, notice thereof shall be provided to the Respondent, the complainant, and~~

~~any other interested persons, and the Department shall cause the hearing to be rescheduled.~~

~~If the request is denied, The Respondent shall be provided with notice thereof that and the hearing shall proceed as originally scheduled, provided, however, that at the commencement of said hearing, the Respondent shall have the right to renew such request or make another request for a continuance at the commencement of said hearing in which event the~~ Board shall determine whether there is good cause for the request and whether such good cause, if any, outweighs the public interest, if any, in allowing the hearing to proceed as originally scheduled; and such request will then be either granted or denied by the Board. If such ~~renewed~~ request is granted by the Board, then the Department shall cause the hearing to be rescheduled, and if such ~~renewed~~ request is denied by the Board, then the hearing shall proceed as originally scheduled.

(g) Hearings.

(1) **Conduct of Proceedings.** Generally accepted parliamentary procedures shall apply and prevail at hearings before the Board except as may otherwise be provided for in these rules. The proceedings before the Board may be informal in nature and the Board shall not be bound by the rules of evidence. The Board shall be entitled to rely on such evidence as is regularly relied upon in the ordinary course of the conduct of business.

(2) **The Record.** Minutes shall be kept of all hearings before the Board by the Secretary, who shall record all testimony. The record shall include all items properly filed in the cause, including pleadings, recorded testimony, if transcribed, exhibits and evidence, and the finding and rulings of the Board.

(3) **Order of Presentation.**

If the Respondent admits to the alleged charges, the Board may immediately make a finding of guilt without further testimony, and if the Respondent fails to appear at the hearing, the Board may make its determination based upon the sworn complaint, items properly filed in the cause, exhibits received in evidence, and any testimony presented.

If the Respondent contests the alleged charges, the Chair shall call upon the Department or the complainant to present evidence in support of the charges. The Respondent may then present evidence in opposition to the charges, including being allowed to testify and to present evidence and other witnesses on the Respondent's behalf. The Respondent may be accompanied by counsel and shall be given the opportunity to make a statement, personally or by counsel, verbally or in writing, sworn or unsworn, explaining, refuting, or admitting the alleged charges. Both sides shall have a right of cross examination, subject to reasonable limitation.

The Board may question any witness or call any witness believed necessary. Any member of the public having direct knowledge of the facts of the case and desiring to testify may be recognized by the Chair as appropriate, but is

encouraged to first discuss such testimonial contribution with the party on whose behalf it is tendered.

The Board may, in an exercise of reasonable discretion, continue a hearing in the interest of justice should there be a determination that further information is necessary from either party, whereupon there shall be declared a date certain for continuation of the proceeding or notice thereof.

The Chair may act to exclude irrelevant, immaterial or unduly repetitious evidence but all other evidence of a type commonly relied upon by reasonably prudent persons in the conduct of their affairs shall be admissible, whether or not such evidence would be admissible in a trial of the courts of the State of Florida. Motions shall be ruled upon by the Board, and objections shall be ruled upon by the Chair. Upon presentation of all evidence, the hearing shall be closed.

- (4) **Rights and Responsibilities of the Respondent.** The Respondent may be required to testify and to produce evidence as any other witness unless the Respondent claims a privilege or right properly available to the Respondent under applicable federal or state law. The respondent may be accompanied by counsel. At a reasonable time before any finding of probable cause or misconduct is made, the Respondent shall be advised of the conduct that is being investigated and the alleged charges. The Respondent shall be provided with all materials considered by the Board and shall be given an opportunity to make a written statement, sworn or unsworn, explaining, refuting, or admitting the alleged misconduct.
- (5) **Rights of the Complainant.** ~~The complainant or complaining witness is not a part of the disciplinary proceeding.~~ Unless it is found to be impractical by the Chair due to unreasonable delay or other good cause, if the complainant or complaining witness is present at the hearing before the Board he/she is permitted to present evidence and or testimony regarding the complaint shall be granted the right to be present at any Board hearing when evidence is to be presented, subject to reasonable limitation. Neither unwillingness nor neglect of the complaining witness to cooperate, nor a settlement, compromise, or restitution, will excuse the disposition of the alleged charges by the Board. ~~The complaining witness will have no right of appeal from the decision of the Board.~~
- (6) **Disposition of Charges.** Upon conclusion of the hearing, the Board shall make a determination. First, the Board shall determine whether the Respondent is guilty or not guilty of the alleged misconduct. If the Respondent is found to be guilty of the alleged misconduct by the Board, the Board shall thereupon enter its findings, an order of guilt and determine the proper disciplinary action to be imposed upon the Respondent by motion. The Board's ruling shall be reduced to writing and mailed to the Respondent and to any other person or entity directed by the Board.

Deliberations of the Board on any complaint shall be conducted in open session immediately following the hearing. Although the hearings and proceedings

before the Board shall be open to the public, such members of the public may not participate in or address the Board during deliberations unless specifically allowed by the Chair.

- (7) **Quorum and Voting.** No fewer than six (6) members of the Board shall constitute a quorum. All findings of guilt and recommendations of discipline shall be by affirmative vote of a majority of the Board members present, which majority must number at least four (4) members.

Voting on the disposition of complaints shall be either a voice vote or roll call voter except that, in the event the vote is less than unanimous, then, in order to preserve clarity in the record, the Chair shall conduct the vote by roll call.

Procedures involving a voting conflict for a member of the Board shall be governed by applicable Florida law, including §112.3143, Florida Statutes.

Pursuant to §286.012, Florida Statutes, no member of the Board who is present at a hearing may abstain from voting on any matter to be taken or adopted by the Board except when, with respect to any such member, this is, or appears to be, a possible conflict of interest under the provisions of §112.3143, Florida Statutes.

Rule 8. Rehearings

Within ten (10) days of the date the Board's written order is mailed to the Respondent, the Respondent may file with the Department a written request for the rehearing. The request shall include a description of new evidence or circumstances not presented or considered at the original hearing and should also state why any such new information was not presented at the original hearing. The Department shall schedule the request for rehearing by the Board at its next regular meeting, with notice to the Respondent. No such request shall stay the term of any order entered by the Board, except as otherwise provided for in these rules or in the Code.

Rule 9. Appeals and Stays

- (a) **Appeals.** Any decision of the Board imposing disciplinary action on a Respondent may be appealed by the Respondent to the City Commission within 15 days of the date of the Board's decision; provided, however, a written notice of such appeal shall be filed with the city clerk within such a period of time. The city clerk shall notify all interested parties of the date fixed for hearing the appeal, which dates shall be not less than 30 days after the date of the filing of the notice of appeal. The hearing on appeal shall be, to the extent possible, upon the record and shall not be a hearing de novo. The city commission shall review the transcript of the hearing before the Board together with any tangible evidence considered by the Board that determined its decision. The city commission may also entertain any additional testimony or evidence offered by the Respondent or other interested party that was not brought out at the Board hearing.

- (b) **Stays.** Any decision of the Board imposing disciplinary action upon a respondent, other than revocation, which has been appealed by the Respondent shall be automatically stayed upon receipt of the written notice of appeal by the city clerk.

Rule 10.

Amendments

These rules may be amended by the Board upon motion of any Board member, provided, however, that any such amendment shall not be effective unless or until subsequently ratified or approved by the city commission.