

**CONTRACTOR COMPETENCY BOARD
ESCAMBIA COUNTY, FLORIDA**

ESCAMBIA COUNTY
CONTRACTOR COMPETENCY BOARD,
Petitioner,

v.

Case No.: COM170200012

ELTON EUGENE CARROLL,
dba CARROLL COMPANY,
Respondent.

ADMINISTRATIVE COMPLAINT

The Escambia County Contractor Competency Board ("Board") files this Administrative Complaint against Elton Eugene Carroll, dba Carroll Company, Certificate of Competency license # RR0105 ("Respondent") and alleges:

1. Petitioner is the Escambia County Contractor Competency Board, authorized by Escambia County Code of Ordinances ("Code") to enforce the Florida Building Code, to regulate construction contractors, and to ensure compliance with the Code and the construction contractor certification requirements.
2. Respondent is a locally licensed roofing contractor, having been issued license number RR0105.
3. Respondent's address of record is 8603 Rose Avenue, Pensacola, FL 32534.
4. Respondent is subject to regulation by the Board.
5. On or about July 29, 2016, Respondent entered into an agreement for \$13,600.00 ("Agreement") with Kathy McVea on behalf of Haygood Corporation LLC ("Property Owner") to repair/replace the roof located at 1010 Ariola Drive, Pensacola Beach, Florida ("Construction Project").

6. Respondent received \$5,000.00 from Property Owner via check #2517 dated July 30, 2016, earmarked "roof repair".

7. On August 3, 2016, Property Owner paid \$5,193.00 via check #2518 to C.C. & W. Enterprises for roof tiles, supplies, and other materials. The materials were delivered to Respondent's place of business where such materials have remained.

8. By letter dated October 14, 2016, Property Owner's representative Chip Saulsbury advised Respondent as follows:

- A. On July 3, 2016, Property Owner paid Respondent \$5,000;
- B. On August 3, 2016, Property Owner paid \$5,193 for materials which were delivered to Respondent's business;
- C. Property Owner and Ms. McVea have communicated with Respondent numerous times regarding completion of the Construction Project;
- D. Respondent advised Ms. McVea on several occasions that the Construction Project would be completed by a specified date but that Respondent had not commenced work on the Construction Project; and
- E. That if the Construction Project were not completed on or before October 31, 2016, Property Owner would exercise all rights and remedies under applicable law.

9. Respondent has failed to commence the Construction Project.

10. Property Owner has recovered neither the \$5000.00 deposit from Respondent nor the \$5,193.00 in materials from Respondent's business.

11. Respondent has failed to perform work on the Construction Project without just cause for over 90 consecutive days, including the period from July 2016 to present.

12. Respondent terminated the Construction Project without notifying the Property Owner of such termination or the reason therefor.

COUNT ONE

13. Petitioner re-alleges and incorporates by reference the allegations set forth in paragraphs 1 through 12 as if fully set forth herein.

14. Code Sec. 18-37(c)(5) provides that a Code violation results from:

"Diversion of funds or property received for prosecution or completion of a particular construction project or operation by the contractor when as a result of such diversion the contractor is or will be unable to fulfill the terms of his obligations or contract."

15. Respondent violated Code Sec. 18-37(c)(5) by diverting the \$5,000 in cash and \$5,193 in materials received from Property Owner and as a result of such diversion is unable to fulfill his obligations under the Agreement.

COUNT TWO

16. Petitioner re-alleges and incorporates by reference the allegations set forth in paragraphs 1 through 15 as if fully set forth herein.

17. Code Sec. 18-37(c)(6) provides that a Code violation results from:

"Financial mismanagement or misconduct in the practice of contracting that causes financial harm to a customer."

18. Respondent violated Code Sec. 18-37(c)(6) by receiving \$5,000 in cash and \$5,193 in materials from Property Owner but failing to commence work on the Construction Project and otherwise failing to fulfill his obligations under the Agreement, thereby causing financial harm to the Property Owner.

COUNT THREE

19. Petitioner re-alleges and incorporates by reference the allegations set forth in paragraphs 1 through 18 as if fully set forth herein.

20. Code Sec. 18-37(d)(10) provides that a Code violation results from

“abandonment” as set forth in Florida Statutes Section 489.129(1)(j)¹. Section 489.129(1)(j) describes the act of “abandonment” as follows:

“Abandoning a construction project in which the contractor is engaged or under contract as a contractor. A project may be presumed abandoned after 90 days if the contractor terminates the project without just cause or without proper notification to the owner, including the reason for termination, or fails to perform work without just cause for 90 consecutive days.”

21. Respondent violated Code Sec. 18-37(d)(10), described in § 489.129(1)(j), Fla. Stat., through abandonment of the Construction Project by failing to perform work on the Construction Project without just cause for over 90 consecutive days, including the period from July 2016 through present.

22. Respondent violated Code Sec. 18-37(d)(10), described in § 489.129(1)(j), Fla. Stat., through abandonment of the Construction Project by terminating the Construction Project without notifying the Property Owner of such termination, including the reason therefor.

COUNT FOUR

23. Petitioner re-alleges and incorporates by reference the allegations set forth in paragraphs 1 through 22 as if fully set forth herein.

24. Code Sec. 18-37(d)(13) provides that a Code violation results from:

“Misconduct or incompetency in the practice of contracting as set forth in F.S. § 489.129(1)(m)².”

25. Section 489.129(1)(m) mirrors Code Sec. 18-37(d)(13), describing the act resulting in violation as “[c]ommitting misconduct or incompetency in the practice of contracting.”

¹ The Code references § 489.129(1)(k); the statute has since been renumbered as § 489.129(1)(j).

² The Code references § 489.129(1)(n); the statute has since been renumbered as § 489.129(1)(m).

26. Respondent violated Code Sec. 18-37(d)(13) by engaging in misconduct in the practice of construction contracting as evidenced by Respondent's actions described herein.

COUNT FIVE

27. Petitioner re-alleges and incorporates by reference the allegations set forth in paragraphs 1 through 26 as if fully set forth herein

28. Code Sec. 18-37(c)(12) provides that a Code violation results from:
"Violating any provision of this article."

29. Respondent violated Code Sec. 18-37(c)(12) by engaging in the foregoing actions in violation of the provisions of Article II, Chapter 18, of the Code.

WHEREFORE, Petitioner alleges that Respondent violated the above named provisions of the Escambia County Code of Ordinances. Pursuant to Code Sec. 18-37(c) and Sec. 18-37(d), upon the Board's finding that Respondent violated the Code and that grounds for disciplinary action exist, Respondent is subject to the following penalties: revocation or suspension of Respondent's license, imposition of fines, imposition of costs related to the investigation and prosecution of this case, probation, reprimand or censure, restitution to the Property Owner, or any combination thereof.

DATED this 21st day of MARCH, 2017.

ESCAMBIA COUNTY CONTRACTOR
COMPETENCY BOARD



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