

IN AND FOR ESCAMBIA COUNTY, FLORIDA  
ESCAMBIA COUNTY CONTRACTOR COMPETENCY BOARD

Proceedings held before the Escambia County  
Contractor Competency Board on Wednesday, May 3rd,  
2017, at the Escambia County Central Office  
Complex, 3363 West Park Place, First Floor,  
Pensacola, Florida, commencing at 9:00 a.m.(CST).

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CONTRACTOR COMPETENCY BOARD:

MR. SAM MENEZES  
MR. BRIAN BELL, VICE CHAIRMAN  
MR. ERWIN WATERS  
MR. VERRIS "MAC" MAGEE  
MR. DAVID SCHWARTZ  
MR. MIKE BATCHELOR

BOBBIE ELLIS-WIGGINS, ASSISTANT COUNTY ATTORNEY

BUILDING INSPECTIONS DEPARTMENT:

TIMOTHY TOLBERT, DIRECTOR  
JENNIFER HAMPTON, BOARD SECRETARY  
LYNN ADAMS, TRADES INVESTIGATOR  
DEB ASPLUND, TRADES INVESTIGATOR

GENERAL PUBLIC

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1  
2  
3 ACTING CHAIRMAN: Call to order this May 3rd  
4 meeting of the Escambia County Contractors  
5 Competency Board. You will see the board rules up  
6 on the screen. If you wish to speak, please let  
7 the secretary know in advance. When you're called  
8 to speak, give your name and address, keep your  
9 comments brief and factual and keep your comments  
10 to three to five minutes. Do we have a quorum?

11 MS. HAMPTON: Yes, sir, Mr. Chairman, we do.

12 ACTING CHAIRMAN: Do we have proof of  
13 publication?

14 MS. HAMPTON: Yes, sir, Mr. Chairman. It  
15 was published on April 29th in the Pensacola News  
16 Journal.

17 ACTING CHAIRMAN: All right. Do we have the  
18 minutes were sent to the members dated April 5th,  
19 2017? Any changes or recommendations to those  
20 minutes?

21 (No response.)

22 ACTING CHAIRMAN: If none, can I get a  
23 motion?

24 MR. SCHWARTZ: So moved.

25 MR. BATCHELOR: Second.

1 MS. HAMPTON: We have a first and a second.

2 ACTING CHAIRMAN: Any comments? If no  
3 comments, can I get a vote? All in favor?

4 (Board members collectively say aye.)

5 ACTING CHAIRMAN: Any opposed?

6 (None.)

7 ACTING CHAIRMAN: All right. That passes.

8 We are going to go to public forum. And we'll let  
9 people come and address the board for any  
10 comments. The comments need to not be related to  
11 anything on the agenda for today and limit them to  
12 three minutes. Does anybody wish to make  
13 comments?

14 (No response.)

15 ACTING CHAIRMAN: Seeing none, board  
16 secretary status report, please.

17 MS. HAMPTON: Yes, sir, Mr. Chairman. Item  
18 6A is in regards to Triple A Construction,  
19 Contractor Competency Board Case Number  
20 COM170400021. It's in regards to Lucille Newell,  
21 homeowner/complainant at 8675 Bowman Avenue,  
22 Pensacola.

23 I'm going to turn it over to Deb. This  
24 complaint came in the mail, and Deb is going to  
25 speak to what actually happened with that case.

1 MS. ASPLUND: Good morning, gentlemen.

2 So this came in the mail and it was very  
3 little information about it. I have not been able  
4 to track this lady and discuss it with her. I  
5 think they were out in Foley, Alabama, so I wrote  
6 two letters to the complainant asking her to  
7 phone.

8 I was not able to find a phone number for  
9 her. And after about six weeks and two letters, I  
10 never got any response, so we are going to ask  
11 that the case just be closed for insufficient  
12 information.

13 ACTING CHAIRMAN: I will entertain a motion.

14 MR. MENEZES: Motion so moved.

15 ACTING CHAIRMAN: Motion moved. Any second?

16 MR. BATCHELOR: Second.

17 ACTING CHAIRMAN: Any discussion?

18 (No response.)

19 ACTING CHAIRMAN: Hearing none, all in  
20 favor?

21 (The Board members collectively say aye.)

22 ACTING CHAIRMAN: Opposed?

23 (None.)

24 ACTING CHAIRMAN: Motion carries. All  
25 right.

1 MS. HAMPTON: Yes, sir, Mr. Chairman Item 6B  
2 has to do with our discipline hearings that we set  
3 for this month at the last month's hearing. We  
4 are requesting to postpone those hearings until  
5 June 7th of this year. We need more time to get  
6 prepared for those hearings between legal and  
7 staff. We had some more questions that need to be  
8 answered.

9 MR. MAGEE: Motion the same.

10 ACTING CHAIRMAN: Second?

11 MR. MENEZES: Second.

12 ACTING CHAIRMAN: Any discussion?

13 (No response.)

14 ACTING CHAIRMAN: All in favor, say aye.

15 (Board members collectively say aye.)

16 ACTING CHAIRMAN: Any opposed?

17 (None.)

18 ACTING CHAIRMAN: Motion carries.

19 MS. HAMPTON: All right. I have two more  
20 things for you, Mr. Chairman. An advertisement  
21 will be going out this week for four positions on  
22 the Contractor Competency Board that will be up  
23 for renewal. Those seeking reappointment to the  
24 board will need to get their updated resumes to me  
25 as soon as possible; that way we can get them

1 before the Board of County Commissioners.

2 The four positions that are up for renewal  
3 or to have a new member are Mr. Matthews,  
4 Chairman, as a lay person, Eric Pickett, lay  
5 person, Brian Bell, lay person, and Erwin Waters,  
6 general contractor.

7 If you have any other questions, shoot me an  
8 e-mail, let me know. I would assume that all  
9 y'all would seek reappointment, so just make sure  
10 y'all get me that resume. Okay?

11 And then I have also a request, Mr.  
12 Chairman, that we move Item 9B up to above Item 7A  
13 and B. We have an inspector that's present and he  
14 needs to get out in the field and do some  
15 inspections. We have two other inspectors that  
16 are out today, so his workload is extensive to  
17 where we would need to move that item higher on  
18 the agenda.

19 ACTING CHAIRMAN: Okay. So we want to do  
20 that item now?

21 MS. HAMPTON: Yes, sir.

22 ACTING CHAIRMAN: We don't need a motion to  
23 move it?

24 MS. HAMPTON: Do not need a motion? Okay.

25 ACTING CHAIRMAN: No.

1 MS. HAMPTON: So, Mr. Chairman, item 9B,  
2 it's a probable cause hearing having to do with  
3 Robert Davis, doing business as D.C. Homes,  
4 Pensacola. State Certified License Number  
5 CGC1524324, Contractor Competency Board case  
6 Number COM170200013. It's in regards to Douglas  
7 Mehle, complainant, at 8719 Foxtail Loop,  
8 Pensacola.

9 The Mehles are present. We also have Mr.  
10 Davis is present. We also have Jim Horan, an  
11 inspector that inspected the project. We also  
12 have a written statement from Eddie Williams, the  
13 other inspector that was on the project and did  
14 the final inspection, and our building official is  
15 here to read that statement for you as well. So  
16 all parties are present for this particular  
17 hearing. They're not parties. Sorry. All people  
18 are present.

19 ACTING CHAIRMAN: All right. Who would like  
20 to start this discussion?

21 MS. HAMPTON: I think it would be best to  
22 start off with Deb. Yes. Normally, at probable  
23 cause hearings, we give you code provision, we  
24 establish code provisions that we've discovered.  
25 Unfortunately, this is a State certified case; we



1 do not have any kind of action that we can take  
2 except for recommendation to suspend his  
3 permitting privileges to the building official,  
4 and we couldn't determine any code provisions for  
5 y'all to take a look at.

6 During this probable cause hearing, if y'all  
7 would like to determine code provisions, you have  
8 in front of you the statutes as well as our county  
9 ordinance for disciplinary hearings in front of  
10 you.

11 ACTING CHAIRMAN: Okay.

12 MS. ASPLUND: Good morning. You gentlemen  
13 have heard this case before. This is between  
14 contractor Robert Davis, doing business as D.C.  
15 Homes, and the homeowners Douglas and Laura Mehle.

16 And their differences of opinion, some of  
17 the situation has to do with interior flooring,  
18 which our board and the Florida statute doesn't  
19 deal with. The parts that are in question are  
20 about some of the brick work and whether or not  
21 there was flashing there as determined by code.

22 In this case, there is still \$97,000 owed by  
23 the homeowner to the builder, and some of the  
24 payments that didn't happen at the end had to be  
25 in regards to those money differences between

1           them.

2                   The builder did stay with the job until the  
3           CO was issued in December of 2015 and then the  
4           parties from that point can talk about their  
5           differences, if any.

6                   Does anyone have questions?

7                   ACTING CHAIRMAN: So we're not looking at  
8           any code violations?

9                   MS. ASPLUND: We were not really able to put  
10          together a code violation on there, but we did  
11          want to discuss about the brick work inspection, a  
12          weep hole issue that seemed to be the main thing  
13          that we could get our teeth into.

14                   The other things about grading and things  
15          like that, some of that was done after the fact,  
16          because the builder made the effort just to get  
17          the CO and wasn't real concerned about all of the  
18          finer details that you usually get when you're  
19          finishing a home.

20                   The money dispute continues, so that's  
21          probably where some of the interior flooring  
22          issues and things like that could be addressed in  
23          those amounts.

24                   MS. ELLIS-WIGGINS: Deb, it might be helpful  
25          if you summarize and give some bullet points about

1                   what the issues are, so the board has just a  
2                   roadmap of how we got to where we are today.

3                   MS. ASPLUND:   Okay.

4                   MS. ELLIS-WIGGINS:  Would that be helpful?

5                   ACTING CHAIRMAN:  Just to refresh.

6                   MS. ASPLUND:  My bullet points were laying  
7                   at the top of my file and now I don't know where  
8                   they are, so I'll go off the top of my head here.

9                   There were interior floor issues about the  
10                  tile not matching and not being fully level, so  
11                  there was a little bit of a trip hazard.  There  
12                  was an issue about water and grading, that their  
13                  time frame was 25 percent longer than expected,  
14                  although both people can talk about that.

15                  The slab penetration, not every one was in  
16                  place before the concrete was poured and there was  
17                  an after-the-fact installation of some drains.

18                  And uneven flooring and the lack of flashing  
19                  and weep holes -- this is Mr. Mehle's verbiage --  
20                  broken window sills, incorrect grading at site  
21                  causing drainage issues and exterior electrical  
22                  penetration not sealed, some electrical repairs  
23                  required and a lack of a promised buyer's guide.

24                  ACTING CHAIRMAN:  Thank you.

25                  MS. ASPLUND:  Thank you.

1 MS. HAMPTON: Mr. Chairman, if we could go  
2 ahead and hear from the inspector, that way he can  
3 get back to his field work.

4 ACTING CHAIRMAN: Please.

5 MS. HAMPTON: State your name and address  
6 and you have to be sworn in, too.

7 MR. HORAN: Jim Horan.

8 (Jim Horan was duly sworn.)

9 MS. HAMPTON: Jim, you did the inspections  
10 on 8719 Foxtail Loop?

11 MR. HORAN: I did.

12 MS. HAMPTON: You did it all the way up  
13 until the final inspection, correct?

14 MR. HORAN: No, not to the final.

15 MS. HAMPTON: Up until the final?

16 MR. HORAN: Yes. I done all the inspections  
17 except for the final.

18 MS. HAMPTON: Can you tell us about flashing  
19 and weep holes, because that seems to be one of  
20 the major problems?

21 MR. HORAN: The flashing would be when they  
22 actually call for the sheathing on a wind load,  
23 which is a barrier that goes over the sheathing  
24 and it builds a moister barrier. The flashing  
25 actually goes and turns into that brick as a

1 barrier with weep holes. And the flashing was  
2 there during the wind load inspection.

3 ACTING CHAIRMAN: Okay. So from your point,  
4 there's no deviation from code as far as the  
5 flashing goes?

6 MR. HORAN: No, sir.

7 MR. MAGEE: Is the black plastic that pulls  
8 up?

9 MR. HORAN: A lot of these contractors are  
10 using Raydon that actually turns and goes below  
11 the weep hole and it's basically a moisture escape  
12 or a space for air space, and it was there during  
13 the inspection.

14 So, Jim, it did pass inspection at that  
15 time?

16 MR. HORAN: It did pass inspection at that  
17 time.

18 ACTING CHAIRMAN: Any time during your  
19 inspection were there any deficiencies or code  
20 violations noted that weren't corrected?

21 MR. HORAN: No, sir, not that I can  
22 recollect.

23 ACTING CHAIRMAN: Any questions?

24 MS. ELLIS-WIGGINS: Would a deviation be  
25 reported in any kind of written document? You

1           said you couldn't recollect a deviation. Can you  
2           state for the board whether or not there was a  
3           deviation?

4           MR. HORAN: I feel sure there wasn't,  
5           because if you -- basically, when we log in the  
6           computer, if there are any deviations, we log it  
7           in the computer under that date under who the  
8           inspector was, and I feel sure there was no  
9           deviations.

10          MS. ELLIS-WIGGINS: Would it have passed  
11          your inspection had there been a deviation?

12          MR. HORAN: No. There would have been a  
13          failure and, basically, a correction notice left  
14          to fix the problem.

15          MS. ELLIS-WIGGINS: Thank you.

16          ACTING CHAIRMAN: Any further questions from  
17          the board?

18          (No response.)

19          ACTING CHAIRMAN: Hearing none, thank you,  
20          sir.

21          MR. HORAN: Thank you.

22          MS. ELLIS-WIGGINS: Does the board have  
23          anymore questions for Mr. Horan?

24          ACTING CHAIRMAN: None at the present time.

25          MS. HAMPTON: Mr. Chairman, if you would

1           like to hear a written statement by the inspector  
2           that did the final inspection on the home  
3           resulting in the CO, Mr. Tim Tolbert will read  
4           that for you.

5           MR. TOLBERT: Thank you, Mr. Chairman. I  
6           could read it verbatim if you would like me to,  
7           but it basically says the special inspection was  
8           done as requested by a contractor and --

9           ACTING CHAIRMAN: If you would, please read  
10          it for the record.

11          MR. TOLBERT: Sure. In regards to the above  
12          address, the only inspection that I performed was  
13          the final building inspection. During the final  
14          inspection, no flashing would be able to be seen  
15          due to the fact the brick was already in place.

16          Prior to the inspection, the contractor,  
17          Robert Davis, contacted me for a courtesy  
18          inspection at the location on the flashing around  
19          the large picture window on the rear of the home.

20          The homeowner had expressed concerns that  
21          there was no brick flashing under the window at  
22          the foundation level to the contractor which  
23          resulted in a request for my inspection.

24          When I arrived on-site, the contractor had  
25          removed the brick under the window where the

1 flashing could be seen. The flashing was in place  
2 during my courtesy inspection. Thank you. Eddie  
3 Williams.

4 MS. ELLIS-WIGGINS: What's the role of Mr.  
5 Williams? What's his capacity?

6 MR. TOLBERT: He is a combination inspector.  
7 He can do the plumbing, mechanical, electrical,  
8 building, and he did the final inspection.

9 MS. ELLIS-WIGGINS: And he's employed by the  
10 County?

11 MR. TOLBERT: Yes.

12 ACTING CHAIRMAN: Thank you. Anyone else  
13 here to speak?

14 MS. HAMPTON: Mr. Chairman, I would assume  
15 you would want to hear from the contractor.

16 Mr. Davis, if you could state your name and  
17 address for the record and be sworn in, please.

18 MR. DAVIS: Yes, ma'am. Robert Davis,  
19 Pensacola, Florida.

20 (Robert Davis was duly sworn.)

21 MR. DAVIS: Basically, what I'd like to say  
22 on my side of it is we had the inspection. We  
23 actually had multiple inspections on this house.  
24 Obviously, it was a long wait that I don't want to  
25 waste you guys' time with it.



1           There's a lot that has to do with this;  
2           there's \$100,000 still owed to me. So there are  
3           some things at the end of the bill that were not  
4           normal, we're the first ones to say that, so a lot  
5           of this I'm hearing for the first time on the  
6           grading stuff.

7           I don't really have anything on that other  
8           than we graded it, we have site inspections done  
9           by everybody and everything passed inspection.  
10          And at the time I know we had a different building  
11          official in office that was very aware of  
12          everything and did multiple inspections on this  
13          house for this reason.

14          We've had attorneys involved on both parties  
15          well before we had a CO, so I do know that some of  
16          it as far as the dates, it took 750 days,  
17          according to the complaint. That's indulged a  
18          little bit, even if you look at the CO, from the  
19          time we pulled a permit to CO; however, with that  
20          being said, obviously, some of it we were delaying  
21          because we were trying to figure out on the lien  
22          side how I'm going to come up with our money on  
23          the contractor's end of it.

24          As far as the weep holes and the flashing,  
25          I've got, obviously, the inspector saw the

1 flashing, too, which that's not something we -- we  
2 obviously, had a separate inspection done. I've  
3 also got receipts showing an address delivered of  
4 six mill poly, which is what we use on every house  
5 that we build.

6 As far as a time, we pulled quite a few  
7 permits. That was not the only house we built.  
8 We build numerous houses at the same time that we  
9 didn't have issues with that went on. I hope our  
10 record shows that as many permits as we pull.

11 To date, this is our first and only thing  
12 like this we've been in, so this is a new learning  
13 process for us, too.

14 MS. ELLIS-WIGGINS: Mr. Davis, you mentioned  
15 that there is an assertion that the construction  
16 took approximately 750 days. Are you aware of any  
17 provision in the contract that you had with the  
18 owners that would have impacted that many days for  
19 construction? In other words, were you in  
20 violation of the contract?

21 MR. DAVIS: Well, the contract, actually, I  
22 believe both of us, we both have the right to opt  
23 out as a builder and as a homeowner. So the  
24 contract, yes, after it goes past, I think it was  
25 365 days then either party actually has an option

1 to opt out at that point.

2 As far as to the date, as far as the length  
3 of time it took, one thing that we have is right  
4 off the bat from the time of the contract that we  
5 signed, we waited six months to even start the  
6 project due to some money being moved around on  
7 the homeowner's side of it, which both parties  
8 were understanding, it wasn't a problem.

9 Again, I would assume that it also shows  
10 that if it took six months from the day we started  
11 the contract to the time we started the foundation  
12 work, obviously, if we were both unhappy, I would  
13 assume something would have come up pretty quickly  
14 then. There was never an issue there.

15 But the biggest problem we've had, and  
16 actually, I have two subs here that were involved  
17 in the job also on our behalf, it's just a very  
18 difficult homeowner. There's a lot of things that  
19 we waited on, a lot of things that -- I'm not  
20 saying we're perfect.

21 I'm not saying we didn't make mistakes, but  
22 a lot of the stuff -- I have e-mails and things  
23 waiting on parts, waiting on stuff from China,  
24 waiting on different items and it fell back on us  
25 as the problem when we couldn't make it work.

1           But as far as the date goes, at no point did  
2 we ever leave the job site more than 90 days, so  
3 we never violated code. We worked on it. Like I  
4 said, the only delay was at the end when we were  
5 frankly trying to figure out the legal option.

6           MS. ELLIS-WIGGINS: I know that one of the  
7 issues the board would be addressing is whether  
8 there's a breach of contract. And there is a  
9 provision -- I don't know if you have a copy of  
10 the contract or not. There's a provision in your  
11 contract that addresses the length of time for  
12 construction.

13           Is it proper to read that paragraph into the  
14 record for your edification so you can determine  
15 whether there's a breach of contract?

16           ACTING CHAIRMAN: Please.

17           MS. ELLIS-WIGGINS: It's subparagraph 5B,  
18 completion of residence. Seller estimates --  
19 seller being the contractor. Seller estimates  
20 completion to be within 180 days of the  
21 commencement date.

22           Completion times vary and are subject to  
23 delays caused by labor shortages, material  
24 shortages, transportation delays, moratoriums,  
25 weather conditions, war, aggression, construction

1 strikes, acts of God, or any other condition or  
2 occurrence beyond the seller's control.

3 In the event construction completion is  
4 delayed beyond 15 months of commencement date,  
5 then either party may cancel this agreement,  
6 whereupon the deposit shall be returned to the  
7 buyers and all rights hereunder shall terminate.

8 ACTING CHAIRMAN: Can you give me the date  
9 of the contract just to make sure I have the right  
10 date?

11 MS. ELLIS-WIGGINS: Yes, sir.

12 ACTING CHAIRMAN: Because I'm looking on the  
13 affidavit, it says it was dated 3/9/16?

14 MS. ELLIS-WIGGINS: July 19, 2013. We can  
15 run y'all copies of this contract right now if you  
16 would like.

17 ACTING CHAIRMAN: I was just looking at the  
18 affidavit. I thought I had the right one, but it  
19 may not be.

20 MR. DAVIS: And that also, I know that's  
21 going to be a date that they're saying as far as  
22 start date. If you'll notice, we didn't even pull  
23 a permit until December. So, I mean, we had a  
24 six-month delay that we were both aware of to  
25 start off. There was a lot of time in-between

1           there and there.

2           ACTING CHAIRMAN: But the contract doesn't  
3 specify, if I'm hearing you correctly, that it's  
4 the date you started?

5           MS. ELLIS-WIGGINS: From the commencement.

6           ACTING CHAIRMAN: Not the date of the  
7 execution?

8           MS. ELLIS-WIGGINS: Commencement date is  
9 defined -- there's a list of requirements that  
10 have to be completed prior to, quote,  
11 commencement. It says the date when the last of  
12 these requirements is completed shall be referred  
13 to herein as the, quote, commencement date, and  
14 the list of prerequisites is the deposit, any  
15 additional deposits have been paid to seller, the  
16 homebuyer selection sheet, written evidence of the  
17 mortgage commitment, items similar to that.

18          ACTING CHAIRMAN: Okay. Any questions?

19          MR. SCHWARTZ: In a very short summary, what  
20 is your side of what is it that brought this  
21 disagreement on? Because what we heard was some  
22 flashing issues, and apparently, that was not the  
23 case, from what the County said. What other,  
24 because you said there's legal issues, there is a  
25 lot of money outstanding. It's got to be more

1 than that, in my opinion.

2 MR. DAVIS: Yes, sir. I mean, a lot of it,  
3 obviously, is outside the code stuff, which I know  
4 is not before y'all. But a lot of it is,  
5 honestly, money. The house was a very tight  
6 budget house. Like I said, everybody knows what  
7 the cost of building is, it's a 4,500 square foot  
8 house that I sold for \$550,000. There's not a lot  
9 of margin in that. There's not a lot of room in  
10 that.

11 So we spent almost a year getting to the  
12 point of signing a contract with them. We knew it  
13 was a tight budget house. The homeowners come to  
14 me and said, we don't want plastic stuff, we are  
15 just not wanting the -- we don't want 180 worth of  
16 house, we are looking for a house.

17 Well, lesson learned on my end of it is I  
18 tried to work with it to make it happen. But once  
19 we got into the build, then they wanted more and  
20 more and more, but then whenever we'd do it --  
21 now, obviously, their side of it is that for the  
22 legal side is that we never told them any of this,  
23 that we just completely just, the way we go with  
24 attorneys right now, we just completely just threw  
25 them a bombshell that they were over budget.

1 I've got stuff. Obviously, I've got stacks  
2 of paperwork this thick to attorneys that defend  
3 our side and they probably got the same for them.  
4 Like I said, that's getting into a whole other  
5 issue.

6 But to be honest with you, my opinion --  
7 well, personally, what I feel like and I have no  
8 backing of is that we're just delaying trying to  
9 figure out how to get money. Right now this is  
10 holding up our attorneys trying to figure out  
11 arbitration, because they're going to every avenue  
12 they can to make me look like a bad contractor.  
13 That's my opinion.

14 MS. HAMPTON: Just a reminder to the board,  
15 Mr. Davis is State certified. The only action you  
16 could take is to give a recommendation to the  
17 building official to suspend his permitting  
18 privileges.

19 In the past and every State certified  
20 contractor that has come before the board, you  
21 have to consider -- y'all have to consider those  
22 acts to be egregious enough to suspend those  
23 privileges.

24 We do have the homeowners here.

25 ACTING CHAIRMAN: Yes. I would like to



1 hear, as a courtesy to the people that are here to  
2 speak their side of it, and we'll move on from  
3 there. I'm good unless anyone has any questions.

4 MS. ELLIS-WIGGINS: And also as a reminder,  
5 in order to recommend to the building official to  
6 terminate the permitting privileges of the  
7 contractor, we do have to have a code violation.  
8 So the board has to find a code violation that's  
9 occurred.

10 ACTING CHAIRMAN: Yeah. If we can hear from  
11 the complainant and then we can come back to what  
12 our board limitations are. Because we understand  
13 that there are certain things we are governed to  
14 do and some may not fall under our purview.

15 MS. ELLIS-WIGGINS: Exactly.

16 MS. HAMPTON: Mr. Mehle, if you could come  
17 forward and state your name and address for the  
18 board and be sworn in.

19 MR. MEHLE: Douglas Mehle, 8719 Foxtail  
20 Loop, Pensacola, Florida.

21 (Mr. Mehle was duly sworn.)

22 MR. MEHLE: Let me go out of order, since  
23 the weep hole issue is fresh in your mind. My  
24 building experience has to do with maybe building  
25 some bunkers along a DMT in Vietnam, we didn't

1           have weep holes there. So I'm very limited on my  
2           knowledge on that, but I have tried to read into  
3           some of the regulations on that, had other people  
4           look at it.

5           The weep holes I didn't come up with. When  
6           I dealt with supervisor Sewell (phonetic), who was  
7           his construction supervisor on the site, he said  
8           pull the bottom two rows of the stonework along  
9           this arch window and lay them on the ground. And  
10          he said because there's no flashing there. I got  
11          to get flashing in there. Fine.

12          My concern was they sat on the ground for  
13          over six weeks. So I wrote a letter to the  
14          director here and asked him about it. He called  
15          me and says, well, I'm sure they have weep --  
16          because I was concerned about the water damage to  
17          the house -- and he says, I'm sure they have weep  
18          holes, I don't really know what that is, so he  
19          sends the inspector out.

20          The inspector must have done something,  
21          because Davis came along and chipped through the  
22          brick and through some of the mortar and made some  
23          weep holes.

24          Now, on the weep holes, I went out and  
25          checked. Some of the weep holes are below the

1 foundation of the house, up to 47 inches below the  
2 foundation, I mean the floor level of the house if  
3 that's the same term.

4 They are, as I understand it, the flashing  
5 goes on the floor of the house and then there's a  
6 brick level and then there's a weep hole. There  
7 is no weep holes there. I went around the total  
8 house, maybe there's a possibility of ten possible  
9 weep holes in that area.

10 Now, I'm not an expert. I've been trying to  
11 get somebody else to come out and take a look at  
12 it. My concern, when I'm reading about all this,  
13 is that there's a possibility of long-term damage  
14 to the house because it can't breathe and it could  
15 retain water. The weep holes you would normally  
16 leave out.

17 I had a builder come out to my house and he  
18 went over that, stressed the possible damage on  
19 that.

20 I think it's important for you all to see a  
21 time line, and I followed the advice of the people  
22 here. I have filed a State complaint, a detailed  
23 State complaint and they have the complaint.

24 The contract was signed July 19th as they  
25 stated. I gave Davis, Mr. Davis, a check for

1           \$25,000 at that time. I gave it to his wife. She  
2           is the vice president of the company, as I  
3           understand it. And she says, oh, good, we'll be  
4           able to use this money to pull all the permits and  
5           everything, give them a head start, basically. So  
6           I wanted to clarify that point.

7                     With respect to the money that's owed on  
8           this thing, the actual amount is somewhere around  
9           \$92,000 that's being held in escrow. Actually,  
10          we're owed all that amount. In fact, a lot more  
11          than that, because we were never reimbursed for  
12          our purchase for appliances, the toilets to fans  
13          to marble. We supplied all of this. Davis'  
14          typical comments to us was, you go ahead and buy  
15          that because I want to make sure you're getting  
16          what you want, and then I'll reimburse you later.

17                    For example, on appliances, it's written in  
18          the contract \$18,300. We've never gotten that  
19          money back. Those appliances were ordered in  
20          April of 2014 through Lowe's. They had to stay in  
21          Lowe's warehouse for 13 months. Lowe's kept on my  
22          back, they've got to get these things out of here.  
23          I said, the builder is not ready for them.

24                    Finally, in May 2015, the appliances were  
25          delivered, and remained in the garage for over a

1 month before they were put in the house. So the  
2 delay is not on our side. We are trying to get  
3 stuff in there.

4 Let me back up one minute. Davis, remember  
5 when he says \$570,000 house? We own the lots for  
6 that house. So the land is not included in there.  
7 We walked in there the first day showing him hand-  
8 carved Chinese marble mantles that we're bringing  
9 into this house, and a bunch of other stuff. We  
10 wanted a high level house. And so he understood  
11 that from the beginning.

12 On July 3rd, 2015, Davis locked us out of  
13 the house for 124 days. Now, this was started  
14 with my attorney sending his attorney a message  
15 saying that our son was getting ready to be  
16 deployed to Okinawa and needed to finish up the  
17 sound work and the security camera work that he  
18 was working on that was in the contract. He was  
19 allowed to be there.

20 So Davis on that Friday, gave us a letter  
21 saying you're locked out of the house, you can't  
22 come in that house. You can only be in there  
23 Monday through Friday -- or he can only be in  
24 there Monday through Friday and work between eight  
25 and five o'clock.

1                   This guy is leaving the country that  
2 following Wednesday. The intention was for him to  
3 work in there that whole weekend. So all the  
4 sound system and all of the rest of the security  
5 cameras still aren't done.

6                   On September the 8th, we did a walk-through  
7 with Tommy Weekley. He is a retired builder in  
8 this area. The punch list at that time was about  
9 30 percent done. David said before in some  
10 messages to his attorney everything had been done.  
11 And the marble floors were just a flat disaster.

12                   There were additional items by Davis, by  
13 Weekley and us. Davis marked them stuff on the  
14 ceiling, leaving blue tape all over the place for  
15 stuff to be corrected.

16                   Weekley asked Davis, when are you going to  
17 be done with all these things we're bringing up  
18 now? Davis told him seven to ten days. Mr.  
19 Weekley wanted to come here today and I said, no,  
20 I don't think it's necessary today. If we go to  
21 the next step, then I will bring you in. But we  
22 do have a statement from him, a notarized  
23 statement about this particular walk-through.

24                   But Davis told him it would be completed,  
25 all of the punch list items, in seven to ten days.

1 So basically by September 20th.

2 The house finally closed on November 5th  
3 after two years, three months and 18 days, 840  
4 days total. The punch list was less than half  
5 done. The house and the grounds were trashed. I  
6 mean trashed. We've got pictures of that. There  
7 was trash inside the house. There was trash in  
8 the garage, there was trash outside. The plants  
9 around the house were dead. We've got  
10 documentation with pictures that were video on  
11 that.

12 At closing, we faced the possibility of no  
13 insurance on this house. Reason being, the  
14 builders' risk insurance had started late, it  
15 continued on, the insurance company kept on  
16 saying, what's the problem? What's the problem?  
17 What's the problem? So every time they extended  
18 it for me, they would double the amount that I had  
19 to pay.

20 We also faced the possibility in talking to  
21 the other side of the insurance, the homeowners  
22 insurance that you face the possibility of not  
23 having any homeowners insurance at all, because if  
24 we see the builder there after this 840-day period  
25 or after the builders risk insurance died, your

1 insurance is voided.

2 Builders risk says, we're not giving you  
3 anymore insurance. We were within two weeks of  
4 not having any insurance on the house at all.  
5 There wasn't any insurance on the house for  
6 probably, I don't know, a year-and-a-half, because  
7 on our contract it says, builders risk not  
8 applicable for us. So we assumed the builder had  
9 it.

10 This is a document that we signed with  
11 Harvesters Credit Union. Once we find out that we  
12 had to have it, we got it right away, we paid for  
13 it.

14 ACTING CHAIRMAN: So you have insurance on  
15 the house?

16 MR. MEHLE: Now I have homeowners insurance,  
17 yeah. But there was a period there when I thought  
18 I wasn't going to get any insurance at all because  
19 the homeowners insurance, they said, if we see the  
20 builder in there while our insurance that's in  
21 effect, that's a no-no, because you should still  
22 be under your builders risk insurance, not  
23 homeowners insurance. So we were really scared at  
24 that time.

25 We were also facing at that time problems



1 with Harvesters because they were concerned this  
2 loan had gone so long and they were working with  
3 us trying to put pressure on Davis to finish the  
4 house.

5 ACTING CHAIRMAN: Was Mr. Weekley  
6 Harvester's inspector?

7 MR. MEHLE: No. No. No. Mr. Weekley is a  
8 retired builder.

9 ACTING CHAIRMAN: Right. Did Harvesters  
10 have an inspector?

11 MR. MEHLE: Yes, they did. And they would  
12 report stuff like the brick work is done. It was  
13 kind of like one of these almost drive-by things,  
14 because we'd call them and say, hey, the brick  
15 work isn't done, and yet he paid him that  
16 particular allotment. We had no say-so on  
17 allotments. We didn't sign off anything. That  
18 was simply between Harvesters and Davis.

19 I know that's wrong, but we didn't know that  
20 until later. Harvesters, the way they handled it,  
21 says, we're doing a lot of retraining. So I don't  
22 know if they let some people go. This is just  
23 kind of the term that they used.

24 I agree with Mr. Davis 100 percent with  
25 respect to inspectors. We had some inspectors

1           come out there. We were really nervous about the  
2           condition of this house. One of them was  
3           architect Bennett Shuman, who on May of 2015 after  
4           four hours on the site, made this comment to us,  
5           and we've got the message, builder is oblivious.  
6           He does not appear to be in control of the  
7           project.

8           ACTING CHAIRMAN: Let me interrupt. For the  
9           sake of time, we are supposed to limit these to a  
10          little bit shorter. Can we get to what is the --

11          MR. MEHLE: Yes, sir.

12          ACTING CHAIRMAN: Can we have -- like I  
13          said, of course, we are limited, we can't do a lot  
14          of things.

15          MR. MEHLE: Let me bring up the egregious  
16          thing that I think you can live with. I'm almost  
17          75 years old, my wife is 68. I spent 30 years in  
18          the regular Army, I'm 90 percent disabled, soon to  
19          be 100 percent disabled, my wife is disabled. We  
20          are facing walkers or wheelchairs, that's why that  
21          house was made to have wide hallways, wide  
22          doorways. Okay?

23          On the plans, it calls for a drop of four  
24          inches between the house level and the garage  
25          level. I would rather had --

1                   ACTING CHAIRMAN: I'm trying to figure out  
2                   what was the violation of a code? What was  
3                   anything like that?

4                   MR. MEHLE: Okay. I think the violation of  
5                   the code was he didn't follow the plans. Instead  
6                   of a four inch drop where I could get a wheelchair  
7                   up and down, it's a 16 inches drop. The reason  
8                   it's 16 inches drop in my estimation is because he  
9                   wanted to save some dirt.

10                  The walls in the garage are prepared up, I  
11                  guess, 18 inches high with concrete block and has  
12                  cement. So it was prepared for dirt to be put in  
13                  there and the garage level raised up.

14                  ACTING CHAIRMAN: Okay. On your complaint  
15                  form, it says here, have you filed legal action,  
16                  and you say, not at this time.

17                  MR. MEHLE: I'm sorry. I didn't hear you.

18                  ACTING CHAIRMAN: The complaint form, I was  
19                  just looking at it to try to drill down where we  
20                  are, and it says, have you filed legal action  
21                  against the contractor? And the complainants  
22                  marked, not at this time. Do you have legal  
23                  action against the contractor?

24                  MR. MEHLE: No, not at this time. We had  
25                  legal action started -- not legal action, we had

1 an attorney brought in, I think it was, around  
2 June. He worked with us until November the 5th,  
3 just to try and get the house to closing. We  
4 spent \$11,000 on that.

5 Since then, we are up to a total of \$25,000  
6 on attorneys fees.

7 ACTING CHAIRMAN: So there is no legal  
8 action? You don't have -- you're not engaged with  
9 an attorney?

10 MR. MEHLE: Yes, we still have it, yeah,  
11 with Bruce Partington.

12 UNIDENTIFIED SPEAKER: There hasn't been a  
13 civil suit filed.

14 MR. MEHLE: Yes. Davis talked about us  
15 trying to put in a cheap house; that was never the  
16 case. Like I said, we brought in these Chinese  
17 marble mantels. We ordered them. We showed it to  
18 them. We had him talk directly with the U.S.  
19 office because we wanted to make sure the  
20 measurements were right, because the mantle piece  
21 was a concern, what's the sizes of the firebox and  
22 that so they could carve them up right.

23 We had Davis talk directly to them, and then  
24 the mantles arrived on the east coast, Davis tells  
25 me, I'm not ready for them, have them stay there.

1           So we had them stay there for several months, then  
2           Davis says, okay, bring them in. We brought them  
3           in, and they laid on the living room floor for a  
4           month. And I was really concerned about that  
5           because Davis would leave the house open  
6           overnight.

7           ACTING CHAIRMAN: Okay. I'm still trying to  
8           go back down to what is the purview of the  
9           committee, and the complaint says violation of a  
10          contract.

11          MR. MEHLE: Yes.

12          ACTING CHAIRMAN: Which is not under the  
13          purview of the committee?

14          MS. ELLIS-WIGGINS: I believe I may have  
15          misspoken there. It's the contractor -- it's a  
16          violation if the contractor doesn't build  
17          according to the plans and specifications. It's  
18          not a contract issue that you-all can address, and  
19          my apologies, I did misspeak.

20          MS. HAMPTON: And I think Deb would like to  
21          speak as to the plans in regards to the step and  
22          the garage and all that. She has the plans here  
23          and she kind of made motion that she would like to  
24          talk to y'all about that as well.

25          ACTING CHAIRMAN: Okay. Let's -- if you

1           have anything specific without -- descriptive that  
2           I need us to look at?

3           MR. MEHLE: Yes.

4           ACTING CHAIRMAN: Okay.

5           MR. MEHLE: The other thing that we were  
6           guaranteed in the contract and in his  
7           advertisement, we would get a 210 homebuyers  
8           warranty and a one-year workmanship warranty.

9           ACTING CHAIRMAN: Again, that's not...

10          MR. MEHLE: That's not?

11          ACTING CHAIRMAN: It's not our purview. I'm  
12          not trying to be rude, we have a time issue.

13          MR. MEHLE: All right. Can I point out  
14          extra costs we were involved in, because I think  
15          that's part of the code violation?

16          MS. HAMPTON: Extra costs fall under, that  
17          is a civil matter, unfortunately. And only would  
18          that come into play if you were to find another  
19          violation, you could put as restitution kind of  
20          thing.

21          MR. MEHLE: Okay.

22          ACTING CHAIRMAN: I appreciate it.

23          MR. MEHLE: Okay. Basically, we spent  
24          \$135,000 just trying to get this house closed, and  
25          we got \$200,000 worth of damage on this place.

1                   The egregious thing is the handicapped  
2                   access.

3                   MS. HAMPTON: And Deb would like to speak.

4                   ACTING CHAIRMAN: Let me have the expert  
5                   speak to that.

6                   MR. MEHLE: Thank you very much.

7                   MS. ELLIS-WIGGINS: And for clarification,  
8                   the egregious word or term is a finding that the  
9                   particular code violation that you all may or may  
10                  not find is egregious, not that there might be  
11                  some independent egregious action.

12                  ACTING CHAIRMAN: And again, it's a state  
13                  contractor, so we are limited in finding it. And  
14                  egregious would be defined by the board?

15                  MS. HAMPTON: Yes.

16                  ACTING CHAIRMAN: I would assume that is the  
17                  terminology.

18                  MS. ASPLUND: I would like to say to the  
19                  board that you may not know that for 25 years I  
20                  was in private practice as a national certified  
21                  building designer, so I'm able to read these plans  
22                  with some degree of expertise.

23                  There was no cross-section anywhere on these  
24                  plans. This is a very steep elevation dropped  
25                  property where it's high on the street and low in

1 the back, and there was no elevation drawing with  
2 this set that showed that. It just said, steps to  
3 grade, things like that. And it's a very generic  
4 plan with added engineering that's got details for  
5 the structural.

6 But there is nowhere where it discusses the  
7 amount of drop -- maybe that was a personal  
8 discussion -- but on the drawings themselves that  
9 were submitted to Escambia County Planning, it  
10 just shows that there is a difference in the  
11 elevation, which is standard for water migration  
12 and things like that. It doesn't state the  
13 amount.

14 And generally, you would do on a steep  
15 elevation lot, a cross-section that shows that  
16 you're going to have the elevation, the foundation  
17 at this height and the ground at this height, and  
18 then the back of the steps come to grade or going  
19 to come to a certain height or you're going to  
20 fill, and none of that stuff is anywhere on those  
21 drawings. That dispute about the 4 and 16 inches  
22 is not defined on the drawings.

23 ACTING CHAIRMAN: So what I'm getting, we  
24 have no code violations other than those that have  
25 been cited by...



1 MS. HAMPTON: It was built to plan.

2 MS. ASPLUND: There's a step there that  
3 meets code, the difference between one floor and  
4 the other, there's a step there that meets code.  
5 It's a very large garage. I mean, if it wanted to  
6 be adjusted, it wouldn't be very difficult to put  
7 a platform and a small grade. There's room for  
8 that in that space.

9 ACTING CHAIRMAN: Anymore questions or need  
10 anymore information for the board?

11 MS. HAMPTON: Do you have any further  
12 questions for our inspector? Or hang on just a  
13 moment. I think Mr. Horan would like to make a  
14 statement, our inspector.

15 MR. HORAN: On this particular project,  
16 talking about the height of the foundation and the  
17 level of the garage, this particular house as a  
18 contractor was doing the foundation, which was  
19 still within his boundaries, because you've got --  
20 Erwin can agree with this -- you've got different  
21 block levels for different footer types, which is  
22 the engineering.

23 The homeowners literally had this slab  
24 raised up after the foundation was prepped and  
25 ready to be poured, because the contractor called

1 and canceled the inspection and rescheduled the  
2 inspection because the homeowners wanted the house  
3 up higher.

4 And the way this lot is, if you raise the  
5 house up and you still want the garage to be up,  
6 the garage is going to -- you're going to haul 20  
7 loads of dirt with a steep incline to get in the  
8 garage. This is not a code issue, but I do  
9 remember that part of the project. Thank you.

10 ACTING CHAIRMAN: Thank you.

11 MS. HAMPTON: This resulted in a garage  
12 staying at a lower level than the raised  
13 foundation of the home which resulted in a higher  
14 change for that step.

15 Mr. Chairman, do you have any further  
16 questions?

17 ACTING CHAIRMAN: Do you want to step up  
18 real quick?

19 MR. MEHLE: Just real quick. Throughout  
20 this entire build, no change orders. At the  
21 beginning, we told them we wanted an upslope to  
22 the house, and I'll tell you, putting a ramp in  
23 there is a little ridiculous for it.

24 ACTING CHAIRMAN: I understand. That's  
25 not --

1                   MR. MEHLE: But no change orders. And  
2 remember that the architect, supposedly, that he  
3 took us to, he paid for those plans and he paid  
4 for the architect, we found out later, it wasn't  
5 an architect, it was actually a home modeler.

6                   ACTING CHAIRMAN: Okay. Thank you.

7                   MR. MEHLE: Thank you.

8                   MS. HAMPTON: Would you like to have -- do  
9 you have any further questions of Mr. Davis?

10                  ACTING CHAIRMAN: I'm still not finding  
11 anything that comes under our purview, unless the  
12 board has any need for any further discussion or  
13 anybody wants to make a motion.

14                  MR. SCHWARTZ: I'll make a motion then based  
15 on the information that we have received from the  
16 County, from the builder and from the homeowner, I  
17 have to concur with Acting Chairman that we don't  
18 have any grounds for further discussion on this or  
19 taking it to a show cause hearing, because we  
20 can't find really a code violation.

21                  It seems to have met all the codes that the  
22 County had in place. While it's unfortunate that  
23 it's spiraled down to this situation, it seems to  
24 me that it's going to wind up being a civil matter  
25 to be handled by the attorneys in an appropriate

1 court of law.

2 ACTING CHAIRMAN: And it's appropriate and  
3 referred to the State.

4 MR. MAGEE: Second.

5 ACTING CHAIRMAN: So we have a second on the  
6 motion, I guess, determining not to move forward  
7 to a discipline hearing.

8 MS. HAMPTON: We need that stated for the  
9 record.

10 MR. SCHWARTZ: I see no way that we can  
11 proceed to disciplinary action because we have  
12 nothing to act on. I'm assuming they still have  
13 the right to go directly to the State if they so  
14 choose to.

15 MS. HAMPTON: Mr. Schwartz, it's my  
16 understanding that they've already filed a  
17 complaint with the State and the State would have  
18 the ability to do more than we could because we  
19 are limited in our capacity.

20 ACTING CHAIRMAN: I think we have a first  
21 and a second on this?

22 MS. HAMPTON: We do.

23 ACTING CHAIRMAN: Do we need any  
24 clarification? Are we good there? Any discussion  
25 on the motion?

1 I have one comment. From my understanding  
2 from staff, there has been no other complaints for  
3 Mr. Davis or his contracting?

4 MS. HAMPTON: As far as yesterday, we have  
5 had no other complaints.

6 MS. ASPLUND: He had probably like 35  
7 permits in the last two years, and no cases of any  
8 kind were ever brought against him.

9 ACTING CHAIRMAN: Okay. Anymore discussion?  
10 If not, I will take a motion -- I'll take a vote.  
11 All those in favor?

12 (Board members collectively say aye.)

13 ACTING CHAIRMAN: Any opposed?

14 (None.)

15 ACTING CHAIRMAN: Motion carries.

16 MR. DAVIS: Thank you.

17 MS. HAMPTON: Mr. Chairman, if we could move  
18 all the way back up to Item Seven, Contractor  
19 Applications.

20 ACTING CHAIRMAN: Kevin Kubiak, application  
21 for Master Plumber with Gas.

22 MS. HAMPTON: Yes, sir. Mr. Chairman, Mr.  
23 Kubiak, he is present, his application was  
24 reviewed by our exam committee and it is their  
25 recommendation for approval. He is here if you

1 would like to hear from him.

2 Mr. Kubiak, if you could, come forward,  
3 please.

4 ACTING CHAIRMAN: Will you state your name  
5 and address, please?

6 MR. KUBIAK: Kevin Kubiak, Pensacola,  
7 Florida.

8 ACTING CHAIRMAN: Okay. Got anything to say  
9 to the board?

10 MR. KUBIAK: No, sir. I just came to see if  
11 I could get a yes or no answer and get back to  
12 work.

13 ACTING CHAIRMAN: Well, thank you. Do we  
14 have a recommendation?

15 MS. HAMPTON: Their recommendation is  
16 approval.

17 ACTING CHAIRMAN: Do we have a motion?

18 MR. MAGEE: Motion to approve.

19 MR. SCHWARTZ: Second.

20 ACTING CHAIRMAN: Any discussion?

21 (No response.)

22 ACTING CHAIRMAN: All in favor?

23 (Board members collectively say aye.)

24 ACTING CHAIRMAN: Any opposed?

25 (None.)

1                   ACTING CHAIRMAN: Hearing none,  
2                   congratulations.

3                   MR. KUBIAK: Thank you.

4                   MS. HAMPTON: Mr. Kubiak, if you will take  
5                   this out to Debbie Rose, she'll get you set up for  
6                   your exam.

7                   ACTING CHAIRMAN: Now I have Mr. Mark Casson  
8                   for General Contractor.

9                   MS. HAMPTON: Yes, sir. Mr. Casson is  
10                  present. The exam review committee reviewed his  
11                  application this morning, and it is their  
12                  recommendation for approval.

13                  Mr. Casson, if you will, please come forward  
14                  and state your name and address for the board.

15                  MR. CASSON: My name is Mark Casson. I live  
16                  at Walnut Hill.

17                  ACTING CHAIRMAN: Sorry for mispronouncing  
18                  your name.

19                  MR. CASSON: No problem.

20                  ACTING CHAIRMAN: I'll take a motion.

21                  MR. MENEZES: Motion to approve.

22                  MR. SCHWARTZ: Second.

23                  ACTING CHAIRMAN: Any discussion?

24                  (No response.)

25                  ACTING CHAIRMAN: Hearing none, all in

1 favor?

2 (Board members collectively say aye.)

3 ACTING CHAIRMAN: Congratulations.

4 MS. HAMPTON: If you will take that to  
5 Debbie Rose, she'll get you set up for your exam.

6 ACTING CHAIRMAN: Any written communication?

7 MS. HAMPTON: Yes, sir, Mr. Chairman. If we  
8 can just hang on just a moment. We are waiting on  
9 Deb. She took a brief recess real quick. She's  
10 not here.

11 ACTING CHAIRMAN: Is there anything else we  
12 can move to?

13 MS. HAMPTON: All of the rest we have to  
14 have Deb. Megan, if you could go see if you can  
15 find her.

16 ACTING CHAIRMAN: We can take a five minute  
17 recess.

18 (There was a brief recess.)

19 ACTING CHAIRMAN: Let's move to written  
20 communications.

21 MS. HAMPTON: Item 8A, Eric Heseman, doing  
22 business as Heseman Builders Group, Incorporated,  
23 Certificate of Competency Number RC3018,  
24 Contractors Competency Board Case Number  
25 COM170300017. It's in regards to Jacque Lebeau,



1 homeowner/complainant at 1020 Palafox Street,  
2 Pensacola.

3 Ms. Deb Asplund is going to take it from  
4 there.

5 MS. ASPLUND: Good morning. So this is a  
6 written complaint, so I'll tell both sides as it  
7 was explained to me.

8 In general, Dr. Lebeau who is going to do a  
9 new house on a very complicated piece of property  
10 and he had the wife of contractor Eric Heseman,  
11 Michelle Heseman, who is listed as a business  
12 partner in Florida Division of Corporations. She  
13 agreed to do his drawings for \$40,000. And Dr.  
14 Lebeau paid \$4,000 of that.

15 And basically what was provided were four  
16 basic elevations for 3Ds made from those  
17 elevations in simplified floor plans. There was  
18 no site plan.

19 The property is rural, environmentally  
20 sensitive, severely restricted, requires soil log,  
21 elevations, wetland survey and setbacks, DEP, and  
22 Corps of Engineer approval, septic design and  
23 placement, and breakaway or limited wall placement  
24 and the concrete approval. None of that happened  
25 before these drawings got made.

1                   And at some point in there, Dr. Lebeau  
2                   became uncomfortable with it and he canceled the  
3                   contract. And initially Mrs. Heseman agreed to  
4                   return half of his money, 12,000 but contractor  
5                   Eric Heseman said no way. So Dr. Lebeau filed a  
6                   complaint here on March 20th.

7                   Now, Mr. Heseman came and spoke to me and he  
8                   said that Dr. Lebeau walked away only because he  
9                   received a better price from a different designer.  
10                  And he said partial enlarging of a home could go  
11                  anywhere and his wife handled the project and  
12                  received telephone okay from the County in regards  
13                  to the mitigating factors, but he agreed that no  
14                  site plan had been provided.

15                  And he said that he spent \$6,000 and 200  
16                  hours into the project, and again is a registered  
17                  building designer and I would question where the  
18                  200 hours went.

19                  I have a copy of the drawings, they're very  
20                  rudimentary. It was supposed to be 12,000 down to  
21                  start the project, and then when the finished  
22                  floor plans were provided, then he was to pay  
23                  another 12,000.

24                  So those floor plans were not really like  
25                  detailed. They weren't -- they didn't have any

1 dimensions. Things like that would make it pretty  
2 difficult to work from, but mainly, the property  
3 is so sensitive, they can't just drop a house  
4 anywhere.

5 So this is the contention of the homeowner  
6 and the builder says the architecture isn't  
7 covered by the law, but all of the money was paid  
8 to the Building Group, all of the contract was  
9 written on the Heseman Building Group letterhead,  
10 so it was Eric Heseman's Building Group business  
11 that was representing themselves as the architect/  
12 designer of this project.

13 ACTING CHAIRMAN: Any questions?

14 MR. SCHWARTZ: Use that in violation of  
15 County. Where are we at on that, on the legal  
16 side? What's the problem?

17 MS. ASPLUND: I went to the County Attorney  
18 beforehand to make sure that this was the kind of  
19 case that we can bring before you, so she can  
20 speak.

21 MS. ELLIS-WIGGINS: Is the question, is  
22 there a violation of the --

23 MR. SCHWARTZ: Do we have a code violation  
24 or something that this board can address?

25 MS. ELLIS-WIGGINS: I believe that we do.

1           One of the issues is the contracting under the  
2           name of the Heseman Group, and then there is also  
3           a Florida Administrative Code regulation that  
4           addresses firms who seek to provide design/build,  
5           services and the certification requirements for  
6           that design/build and there is an issue as to  
7           whether Mrs. Heseman qualifies under this  
8           regulation.

9           MR. SCHWARTZ: Thank you.

10          ACTING CHAIRMAN: Anything else?

11          MS. ASPLUND: I don't have anything else to  
12          say.

13          ACTING CHAIRMAN: Anybody here have  
14          anything?

15          MS. HAMPTON: Deb, what is your  
16          recommendation for this case?

17          MS. ASPLUND: So Dr. Lebeau is here today  
18          just to listen, not to speak, because we've  
19          decided in written complaints you can't have one  
20          without the other.

21                 My recommendation is that we go ahead and  
22                 have the board hear it. We had a lengthy  
23                 conversation, the county attorney, board secretary  
24                 and myself, about whether this fit in any kind of  
25                 violations, and I feel pretty confident that

1                   there's some pretty -- that there's something with  
2                   truth in it here.

3                   ACTING CHAIRMAN: So we have a  
4                   recommendation to this board from the staff. Can  
5                   I get any comments or any motions for the board?

6                   MR. SCHWARTZ: I make a motion that we  
7                   follow staff directive.

8                   MR. MAGEE: Second.

9                   ACTING CHAIRMAN: Our recommendation to  
10                  follow the staff's recommendation to move it to  
11                  the next step.

12                  Any discussion?

13                  (No response.)

14                  ACTING CHAIRMAN: All in favor?

15                  (Board members collectively say aye.)

16                  ACTING CHAIRMAN: Any opposed?

17                  (None.)

18                  ACTING CHAIRMAN: Being none, motion passes.

19                  MS. HAMPTON: Mr. Chairman, Item 8B, My  
20                  Tran, doing business as M&H Construction Services,  
21                  LLC, Certificate of Competency License Number  
22                  GC2038, Contractor Competency Board Case Number  
23                  COM170300019.

24                  It's in regards to Richard Brown,  
25                  homeowner/complainant at 4665 Anchor Lane,

1 Pensacola. Deb?

2 MS. ASPLUND: Okay. So this is contractor  
3 My Tran. And this is a house that was in the  
4 tornado zone over there off Olive and Ninth Avenue  
5 or something like that.

6 So the house was subjected to extreme damage  
7 as a result of the tornado, was approved for an  
8 insurance payment of \$153,000 in repairs. A  
9 contract was signed on 3/8/2016 for an amount  
10 equal to that paid by insurance.

11 A permit was obtained by the contractor  
12 within a month, but the subsequent permits by  
13 subcontractors, there was a note of commencement  
14 filed and assurance that the project would be  
15 complete within three months.

16 At this point, the home is complete with the  
17 final inspection occurring in December of 2016.  
18 So that's about eight months.

19 The homeowner says that four payments were  
20 made by the mortgage company totaling \$118,000,  
21 that the project had a delayed start, that it sat  
22 the entire summer without any work being done and  
23 that in October of 2016, the homeowner discovered  
24 that the electrician, cabinetmaker and roofer had  
25 not been paid.

1           He said that Mr. Tran admitted to him that  
2           he did not have the money to finish the job  
3           without the final payment from this homeowner,  
4           which he received on 11/25/2015.

5           Mr. Tran provided the homeowner with a  
6           release of lien dated December 1st, listing four  
7           companies that had not been paid, but agreeing  
8           they would be paid in full within days of securing  
9           the final payment.

10          Two of the four lienors were paid as agreed;  
11          two have since filed recorded liens against the  
12          homeowners' house, Freeman Roofing and Coastal  
13          Container.

14          The homeowner says besides the incompetent  
15          delays, the garage door was not replaced,  
16          hurricane shutters were delayed until February of  
17          2017. He said eventually Mr. Tran offered a  
18          \$5,000 refund for work that remained incomplete  
19          for more than the additional working days as noted  
20          in Item H, H on their agreement.

21          And Mr. Tran issued the homeowner a \$5,000  
22          check to that effect. When he was notified of the  
23          two liens on his home in late January, 2017, Mr.  
24          Brown attempted to cash the check, there were  
25          insufficient funds verified by a letter from the

1 bank.

2 Now, Mr. Tran says that he acted honorably  
3 on behalf of Mr. Brown. He says that he provided  
4 numerous upgrades over and above the amount  
5 supplied by insurance at no additional costs at  
6 Mr. Brown's strong-willed insistence.

7 Mr. Tran did not have change orders of  
8 verification, but he intends to provide purchase  
9 invoices paired with insurance estimates. He says  
10 and also, the reason the project ran short of the  
11 funds, he's since paid the two lienors in full  
12 without knowing that this complaint action was  
13 underway.

14 The \$5,000 check was to insure that in the  
15 end result, his funds would be available to pay  
16 off the liens directly and he had not expected the  
17 homeowner to actually cash it at that time. He  
18 said it was not a reward for completion within a  
19 certain time frame. He said the check was issued  
20 on 12/1/2016, the final inspection was on  
21 12/15/2016. So that was the 15 days that he  
22 discussed.

23 Mr. Tran says the insurance payments were  
24 made only in the name of the homeowner and the  
25 timing on the payments from the homeowner to him



1 were an issue throughout the entire thing, and  
2 insistent that he was behind schedule but did, in  
3 fact, finish the project in full, on time and with  
4 all debts being erased.

5 I checked with both Freeman and Coastal  
6 Container and those liens had been paid by about  
7 March 2017, about three months after the fact.

8 My opinion is on the reason for issuing and  
9 cashing the \$5,000 check, but the complainant  
10 basically says that Mr. Tran used his money to pay  
11 off debts from other jobs and that the delays were  
12 not legitimate. Mr. Tran says that he's an  
13 upright businessman.

14 ACTING CHAIRMAN: Okay. Was the check  
15 insufficient or was it a stop payment; do you  
16 know?

17 MS. ASPLUND: It was insufficient, it never  
18 got cashed. He tried several times to cash it and  
19 finally the bank wrote him a letter and said that  
20 there were insufficient funds for it to be cashed.

21 MS. ELLIS-WIGGINS: Of note here for the  
22 board's consideration, and it's under 8D, but it  
23 does impact the determination under this item and  
24 that is an unsatisfied final summary judgment.

25 MS. ASPLUND: No, that's a different case.

1 MS. ELLIS-WIGGINS: Oh, it is?

2 MS. ASPLUND: Yes.

3 MS. HAMPTON: We have two separate cases.

4 MS. ELLIS-WIGGINS: It's a separate case,  
5 but it is the same contractor, correct?

6 MS. HAMPTON: It is.

7 MS. ELLIS-WIGGINS: It's a violation of the  
8 code to have an outstanding final judgment that  
9 hasn't been satisfied.

10 MS. ASPLUND: Would you like me to present  
11 that one and then come back to this?

12 MS. ELLIS-WIGGINS: We have two against the  
13 same contractor. The issue is the way it impacts  
14 this case is that regardless of what these facts  
15 are, it's a violation of the county code for a  
16 contractor to have an unsatisfied judgment  
17 outstanding that was acquired through the  
18 construction industry.

19 ACTING CHAIRMAN: And that's the -- D will  
20 be that?

21 MS. HAMPTON: Yes, sir.

22 ACTING CHAIRMAN: Do you want to read that  
23 complaint in?

24 MS. HAMPTON: If you would like, I can.  
25 Item 8D, My Tran doing business as M&H

1 Construction Services, LLC, Certificate of  
2 Competency License Number GC2038, Contractor  
3 Competency Board Case Number COM170300024.

4 It's in regards to Escambia County Building  
5 Services Administrative complaint. Over three  
6 months ago, we received notice of a judgment filed  
7 against My Tran. I've held the notice because I,  
8 of course, know that it is a violation of code if  
9 they do not in some way handle that judgment, so  
10 90 days later, put it on the calendar, to find out  
11 if he had either mediated that judgment or  
12 released that judgment in any way. Deb found out  
13 that he had not, so we brought an administrative  
14 complaint against Mr. Tran.

15 ACTING CHAIRMAN: Is it related to the same  
16 project?

17 MS. HAMPTON: Not the same project, no.

18 MS. ASPLUND: This is Ferguson Enterprises  
19 brought against M & H Construction, My Tran. I  
20 believe they're construction.

21 MS. HAMPTON: Supply.

22 MS. ASPLUND: They're supply. So, yeah, he  
23 hasn't paid for the materials or whatever services  
24 that he received. They're a big corporation and  
25 it took me a bit to get to their corporate office

1 into their legal department, but I in the end  
2 found out that the judgment has not been paid and  
3 that no arrangement for payment has been made in  
4 the 90 days that this has been issued.

5 ACTING CHAIRMAN: I'm sorry, I thought they  
6 were related to the same thing, let's go back to  
7 B.

8 MS. HAMPTON: They're related in the sense  
9 that the violation can be used.

10 ACTING CHAIRMAN: Right. Back to My Tran,  
11 Case 8B, the recommendation is?

12 MS. ASPLUND: Well, I think when there is  
13 disputes like this, the best opportunity is for  
14 each person to speak. To find if it should be  
15 dismissed after a probable cause, that's better.

16 There is enough stuff here to question.  
17 It's not so cut and dry, when people speak  
18 eloquently.

19 ACTING CHAIRMAN: Okay. Any recommendation  
20 from the board as to cases 8B?

21 MR. MENEZES: I recommend going to a show  
22 cause hearing.

23 ACTING CHAIRMAN: Can I have a second?

24 MR. SCHWARTZ: Second.

25 ACTING CHAIRMAN: Any discussion?

1 (No response.)

2 ACTING CHAIRMAN: Hearing none, can we have  
3 a vote to affirm?

4 (Board members collectively say aye.)

5 ACTING CHAIRMAN: Anybody opposed?

6 (None.)

7 ACTING CHAIRMAN: Motion passes.

8 Recommendation on 8D, My Tran?

9 MS. HAMPTON: Staff recommendation is that  
10 it moves forward to probable cause.

11 ACTING CHAIRMAN: Staff recommends to move  
12 to a probable cause hearing. Do we have a motion  
13 from the board?

14 MR. SCHWARTZ: So moved.

15 ACTING CHAIRMAN: Second?

16 MR. MAGEE: Second.

17 ACTING CHAIRMAN: Any discussion?

18 (No response.)

19 ACTING CHAIRMAN: Hearing none, can I get a  
20 vote? All in favor?

21 (Board members collectively say aye.)

22 ACTING CHAIRMAN: Any opposed?

23 (None.)

24 ACTING CHAIRMAN: That one moves forward on  
25 probable cause.

1 Are we on Item 8C, Ralph Rogers?

2 MS. HAMPTON: Yes, sir, Mr. Chairman. Item  
3 8C, Ralph Rogers, doing business as Genesis Custom  
4 Home Builders, Incorporated, Certificate of  
5 Competency Number RC3009, Contractor Competency  
6 Board Case Number COM170400020.

7 It's in regards to Aimee Sluder, the  
8 homeowner/complainant at 641 Nowak Road in  
9 Cantonment. Ms. Deb?

10 MS. ASPLUND: So Ms. Sluder provided  
11 practically a ream of paper, but I did have a  
12 conversation with her where she gave her main  
13 complaint. Uneven interior tile floors, uneven  
14 brick color, both things that are not addressed by  
15 the board, water pooling on the sidewalk area near  
16 the front of the home.

17 And to date they've paid another contractor  
18 to replace and repair the sidewalk citing FFS-558,  
19 which is emergency repairs.

20 They provided an accompanying sketch, which  
21 shows that the original grade gets lowered as they  
22 move away from the structure.

23 The weep holes and flashing in the back, the  
24 issue was brought up by a pest control company  
25 that they weren't able to spray up in there, and

1 sewage odor. But currently, the plumber for the  
2 project is overseeing this and is working on that.

3 The contractor says that he tried to  
4 accommodate the family with a long list of repairs  
5 for eight months, close to and after the end of  
6 the job. He says he addressed a punch list before  
7 the final inspection and a certificate of  
8 occupancy was issued on 6/14/2016. He last  
9 visited the site in October of 2016.

10 Any issues with the sidewalk was not  
11 discussed with him until a bill for approximately  
12 \$2,500 was presented for reimbursement, and it was  
13 rebuilt by others, he never really had a chance to  
14 review it like that.

15 As to the claim of water migrating into the  
16 home from the sidewalk, Mr. Rogers states the  
17 front porch is built to grade. The interior  
18 floors are four inches above the side of the  
19 porch. The overall home sits 16 to 20 inches  
20 above grade, the remaining grade naturally sloped  
21 away making it possible for water to migrate  
22 inside.

23 As to weep holes, Escambia County inspection  
24 says brick ties and flashing are reviewed during  
25 the wind load inspection, which passed on January

1           25th, 2016.

2                   Mr. Rogers says he has not seen the new  
3           grade created by the reworked sidewalk but that  
4           the weep holes and ventilation should not have  
5           been affected by the raised grade.

6                   I talked to the site inspectors, the  
7           Escambia County Site inspectors about it.  
8           Building inspector Jim Horan was the inspector.  
9           He checked to see if the weep holes are installed.  
10          They check to make sure that they are clear and  
11          further back. He said they can be cleaned out  
12          with a chisel and screwdriver if the grout has  
13          settled into the spaces.

14                  Site inspector Ron Crutchfield says at times  
15          they have been instructed to review sidewalks,  
16          other times not. He did not know the status of  
17          that stipulation at the time of his inspection,  
18          but the sidewalk should be five feet wide, have a  
19          two percent cross slope maximum.

20                  The final site inspection does review grade  
21          insuring there are at least two percent graded on  
22          the structure, and then impervious materials do  
23          not got past the property lines.

24                  And the contractor between the parties state  
25          that, quote, any type of occupancy by the owner of



1 the project shall immediately be deemed as  
2 acceptance of all the conditions of this  
3 paragraph. That's in the contract between the  
4 parties.

5 So Mrs. Sluder has sent a lot of pictures,  
6 but the thing that was the most noticeable was she  
7 sent this video of the rain, and they have a lot  
8 of wood chips around the sidewalk and they have  
9 just like came to the middle up to the front of  
10 the sidewalk, and that was taken before they had  
11 that repaired.

12 I think the Florida statutes says that if  
13 she wants the contractor to pay for that, she has  
14 to give him notice in advance of that repair and  
15 show him the evidence that he says he never got.  
16 So a certified letter she sent him was dated after  
17 the date of bill for the sidewalk repair, and he's  
18 not in agreement to pay it.

19 So of the things, it's basically weep holes  
20 and water migration, or sidewalk elevation, which  
21 it's not clear at that time whether that was  
22 something the inspectors actually were required to  
23 check or not.

24 MS. HAMPTON: And for the weep holes, it did  
25 pass the inspection for that.

1                   ACTING CHAIRMAN: Okay. So we have no code  
2 violation?

3                   MS. ASPLUND: We had a little trouble  
4 finding one here, too. Yes. We really couldn't  
5 find code violations. Neither of them go down  
6 that probable cause, but when these are  
7 questionable and I don't really know, we get  
8 together and have a meeting again to see if  
9 there's any, and we were really not able to find  
10 anything; is that correct?

11                   MS. ELLIS-WIGGINS: Correct.

12                   ACTING CHAIRMAN: Discussion,  
13 recommendation?

14                   MR. MAGEE: Motion to close.

15                   MR. SCHWARTZ: Second.

16                   ACTING CHAIRMAN: All in favor?

17                   (Board members collectively say aye.)

18                   ACTING CHAIRMAN: Any opposed?

19                   (None.)

20                   ACTING CHAIRMAN: Hearing none, that was  
21 dismissed.

22                   MS. ASPLUND: Thank you.

23                   ACTING CHAIRMAN: And now we move to  
24 probable cause. We've got Timothy Cox.

25                   MS. HAMPTON: Yes. Mr. Chairman, I would

1           like to request at this time to move Item 9C above  
2           Mr. Cox, not Item 9A, reason being, Deb.

3           MS. ASPLUND: The complainant has health  
4           issues, allergy issues in the room. He's been in  
5           the room for an hour now, hour and a half.

6           MS. HAMPTON: Okay. So we'll go to Item 9B,  
7           Bruce Pernicka, doing business as Leakmaster  
8           Roofing, Certificate of Competency Number RR3003,  
9           Contractor Competency Board Case Number  
10          COM170200014.

11          It's in regards to Wayne Prescott,  
12          homeowner/complainant at 7505 Century Boulevard,  
13          Century, Florida. At this time, I'm going to read  
14          the Escambia County code provisions for  
15          consideration that we were able to supply the  
16          board.

17          Item One, Section 1837 (d)(13), misconduct  
18          or incompetency in the practice of contracting.

19          Item Two, Section 1837(d)(3), violating any  
20          part of Florida Statutes Chapter 455.

21          Item Three, Section 1878(a)(2), applicant  
22          shall provide proof of compliance with the State  
23          of Florida applicable workers compensation  
24          requirements under Florida Statutes Chapter 440 as  
25          amended and evidence of public liability and

1 proper damage insurance under Florida Statutes  
2 Section 489.115, (5)(a).

3 Item Four, Section 1880(a)(1), failure to  
4 renew certificates of competency during the month  
5 of the expiration date shall cause such  
6 certificates to become invalid and it is unlawful  
7 thereafter for any person to engage or offer to  
8 engage or hold himself or herself out as engaged  
9 in contracting under the certificate unless such  
10 certificate is restored or reissued.

11 Item Five, Section 1837(c)(6), financial  
12 mismanagement or misconduct in the practice of  
13 contracting that causes financial harm to a  
14 customer.

15 Item Six, Section 1837(d)(9)(c), contracting  
16 with a delinquent license.

17 Item Seven, Section 1837(c)(11), fraud,  
18 deceit, gross negligence, incompetency or  
19 misconduct in the practice of contracting.

20 Item 8, Section 1837(c)(12), violating any  
21 provision of Chapter 18, Article Two, construction  
22 contractors.

23 Deb?

24 MS. ASPLUND: Okay. I'm going to give you a  
25 brief opening. Both the complainant and the

1 contractor are here today. So the complainant is  
2 Mr. Wayne Prescott. He hired Mr. Pernicka to  
3 repair his leaky metal roof.

4 Mr. Pernicka had him order about \$5,000  
5 worth of this elastomeric paint from a company in  
6 Fort Worth, Texas. And his claim is the manner in  
7 which it was installed didn't work, that it leaked  
8 worse the next day. There's a question about  
9 where all of the materials really went, did they  
10 really go onto the roof? And he can speak for  
11 himself as to that.

12 As to Mr. Pernicka, it shows that he didn't  
13 have any workers comp, that his license had been  
14 delinquent for about ten months at the time. He  
15 only had a few workers out there. We don't know  
16 anything about their status in terms of workers  
17 comp coverage.

18 It's true that the homeowner left one text  
19 message or a phone call to Mr. Pernicka, which was  
20 not responded to. So, in fact, Mr. Pernicka said  
21 he kind of remembers that something was said, but  
22 it was never really explained to him or no real  
23 complaint was really made to him about the  
24 inadequacies. Mr. Prescott told me he did not  
25 want him back on the job.

1                   So I'll let those two speak for themselves.  
2                   As to those counts. Jennifer and Bobbie can speak  
3                   to why we picked about those workers comp  
4                   licensing kind of things. His license was not  
5                   valid at the time, and I don't know about his  
6                   liability insurance, you'll have to ask him that  
7                   particularly. I don't have any way to check on  
8                   those.

9                   ACTING CHAIRMAN: And those would be coming  
10                  from staff?

11                  MS. ASPLUND: Yes. If you can go through  
12                  those, it was a little complicated.

13                  ACTING CHAIRMAN: Which ones are we looking  
14                  for directive on this?

15                  MS. HAMPTON: Because Mr. Pernicka at the  
16                  time had failed to renew his license, he was  
17                  acting as a contractor with a delinquent license.  
18                  Item four, Items four, six and eight, all kind of  
19                  delve into that, and at the time, he did not have  
20                  workers comp, so item three deals with that.

21                  Liability, and it is my understanding he did  
22                  have liability updated at that time. We do update  
23                  those even if their license is delinquent, that  
24                  way if they do come in to pull a permit and they  
25                  fix their license, we already have that in our

1 system.

2 ACTING CHAIRMAN: So what's the complaint  
3 between the two parties? What would their matter  
4 be addressing as far as those statutes?

5 MS. HAMPTON: Can you repeat that, please?

6 ACTING CHAIRMAN: We have the complainants,  
7 what of these violations are we looking at for  
8 today, that case outside of...

9 MS. HAMPTON: The misconduct and financial  
10 mismanagement, fraud, those items: One, two, five  
11 and seven would be more for the complainant.

12 ACTING CHAIRMAN: Okay. We'd like to hear  
13 from the parties.

14 MS. HAMPTON: Mr. Pernicka, if you could  
15 come up and state your name and address for the  
16 board and be sworn in.

17 MR. PERNICKA: Bruce Pernicka, Allentown  
18 Community, Florida.

19 (Bruce Pernicka was duly sworn.)

20 MR. PERNICKA: This is the first I've heard  
21 about the roof leaking. I did send in my renewal  
22 for my Escambia County Competency license. I did  
23 it a few months before -- or the year before, I'm  
24 sorry, and I was under the impression that the  
25 renewal for Escambia County is the same as for the

1 State of Florida, every two years, I just found  
2 out from Deb Asplund that it's not, it's every  
3 year.

4 I sent in the \$125 for the renewal to  
5 Escambia County made payable and I thought I was  
6 going to get some kind of statement in the mail  
7 when it comes time to renew like the State of  
8 Florida does every two years, so my bad on that.

9 As far as roof leaking goes, I never got a  
10 call, never got a text message that there was a  
11 problem on the roof. And then we've got other  
12 things that need to be addressed.

13 The products were used, we did put them up  
14 there properly. The only thing I changed that was  
15 in my proposal, and I've never seen it before,  
16 I've been roofing for 35 years, state licensed  
17 about 30, I've never seen cement around large  
18 skylights. I would say three by eight, and there  
19 are four of them together, there's 15  
20 three-by-eight skylights, and they used cement on  
21 the high side as a water diverter, not mortar but  
22 cement.

23 I told him, I broke it up in my proposal,  
24 that I would chip that out. I started chipping it  
25 out and it started to tear up not only the



1 skylights, but the panels. But he was gone, he  
2 was back in Virginia. It was close to  
3 Thanksgiving.

4 I made the decision based upon my  
5 proficiency and expertise to go ahead and leave  
6 the cement there and do the sandwich system with  
7 the products, which is an SBS analogous to  
8 Hydrostop.

9 We had to put on more because the formula  
10 was a new product put out that I helped bring to  
11 the area from Texas Refinery Corporation about  
12 three years ago. And they had four standard  
13 colors. We had a special, a light sky blue for  
14 his roof because his roof was sky blue. It was a  
15 different consistency, it ran down the roof and I  
16 thought, oh, no, what am I going to do?

17 Well, I let it dry and then I went ahead and  
18 got some computerized matched paint so I painted  
19 over that, so hopefully that was not an issue.

20 As far as the workman's comp, we were under  
21 the largest drought in the history of the  
22 panhandle of Florida from September 27th to the  
23 second week in December, and that's almost three  
24 months.

25 And I have had workman's comp with SPLI out

1 of Holiday, Florida for about ten years on and  
2 off, and there was no work. I chased leaks.  
3 That's all I'd do. When it rains, my business  
4 picks up, but I had no work and I kept on sending  
5 in my fax forms to SPLI saying no work, it's going  
6 into the third month.

7 They never sent me, you've been  
8 discontinued. I later found out that I was  
9 discontinued later on. It was like close to  
10 Christmas. They had sent, just like Escambia  
11 County did, they had sent my discontinuance notice  
12 from my workman's comp to my farm in Allentown,  
13 and I don't have a mailbox there.

14 I've never had a mailbox there. I've been  
15 there for 30 years. Same mistake that Escambia  
16 County made sending me certified letters, I never  
17 got those either.

18 MS. HAMPTON: Mr. Pernicka, isn't that the  
19 address that you on record with contractor  
20 licensing?

21 MR. PERNICKA: It's P.O. Box 842, that's  
22 where I've been getting mail.

23 MS. HAMPTON: Your physical address that you  
24 have on record with the contractor licensing?

25 MR. PERNICKA: I think so, because I had

1 back in 2016, I had to go ahead and give that  
2 information when I reupped my certificate of  
3 competency with Escambia County.

4 MS. ELLIS-WIGGINS: Any kind of notices  
5 would have been sent to the address of record with  
6 Escambia County.

7 MS. ASPLUND: Both addresses are on his  
8 card.

9 MS. HAMPTON: Both addresses are on his  
10 contractor licensing card. It's policy to send  
11 every notice, everything to a physical address and  
12 not a P.O. Box, because they come certified.

13 MR. SCHWARTZ: Is this a commercial  
14 building?

15 MR. PERNICKA: No, sir.

16 MR. SCHWARTZ: A metal roof?

17 MR. PERNICKA: It's a huge metal roof. It  
18 looks like at one time it was a dentist office or  
19 an outpatient doctor's office. It's about an  
20 eight on twelve. And when I first brought that  
21 product to the area, it was like a viscous grease  
22 type of product, real thick. Well, since they  
23 changed, I think they changed, they won't tell me  
24 because I called.

25 ACTING CHAIRMAN: Hydrostop?

1                   MR. PERNICKA: No. It's called Durashield  
2                   8000. I've got some descriptive literature on it  
3                   to show you, if you wish, and it was more runny.  
4                   So I had to put on two primer coats and then a  
5                   base coat thick enough.

6                   And each time I had to start over from one  
7                   set of skylights and go around to when I got to  
8                   the other where I first started would be dry; and  
9                   then I put in the tavera four inch, four and six  
10                  inch webbing embedded in that base coat, and then  
11                  I put two top coats on.

12                  And this is the first time I found out it's  
13                  leaking. And I didn't guarantee it on the  
14                  proposal because I had replaced about 1,000  
15                  screws. And that's why I didn't put it down.

16                  Usually, I guarantee my work one, two, three  
17                  years. And I told them when we talked, he was in  
18                  Virginia, and I said I won't be able to guarantee  
19                  it because there's so many possible things that  
20                  could go wrong.

21                  ACTING CHAIRMAN: Was there a guarantee in  
22                  the contract?

23                  MR. PERNICKA: No, sir.

24                  MS. HAMPTON: Mr. Chairman, it's my  
25                  understanding that board member Waters has a

1 meeting that he needs to get to, so if we could  
2 excuse him at this time?

3 Just for record, please note that Mr. Waters  
4 has to leave. We still have a quorum present.

5 MR. BATCHELOR: So this was a residential  
6 house that you put a coating system on the metal  
7 roof? Is that right?

8 MR. PERNICKA: Sandwich system around the  
9 skylight penetration, and I gave them additional  
10 work to do the chimney, replace the chimney chase,  
11 and he held off on that.

12 And as far as the materials was not -- it  
13 might have been 5,000 but \$3,600 of it was for me  
14 to do his roof. He had one bucket left over that  
15 I gave him and then he ordered the sky blue and  
16 then he ordered an additional sky blue color, an  
17 additional white and an additional red for his  
18 fountain.

19 So consequently, that 5,000 wasn't all for  
20 the roof. It was for Mr. Prescott.

21 MS. ASPLUND: I would like to clarify that  
22 materials were a little over 5,000 and the labor  
23 was 4,000, so a \$9,000 total job.

24 MR. PERNICKA: Well, the materials was 3,600  
25 to TRC for the roof and I charged 4,000, so that's

1                   \$7,600 for my part. He ordered additional  
2 material that he was going to put on.

3                   MS. ASPLUND: That's fine. It's all on one  
4 invoice.

5                   MR. MAGEE: Is this the job you put 1,000  
6 screws, you said you replaced?

7                   MR. PERNICKA: About 900, yes, sir, close  
8 to.

9                   MR. MAGEE: And that was just patching  
10 around the skylights?

11                   MR. PERNICKA: Well, sandwich system.

12                   MR. MAGEE: Oh. He had that many screws bad  
13 and you replaced all the screws on the roof?

14                   MR. PERNICKA: The ones that did not bite.  
15 When you fasten them in, they have to bite, if  
16 they don't bite -- because the washers looked  
17 pretty good on the ones that bit. So the ones --

18                   MR. MAGEE: You went up on the roof and  
19 tightened every screw to see what needed replaced?

20                   MR. PERNICKA: Yes, sir. Yes, sir. We  
21 tightened all the ones that didn't bite with our  
22 cordless drill, and if it doesn't tighten, we pull  
23 them out and put a new screw in.

24                   MR. MAGEE: Did you have a permit on that  
25 job?

1 MR. PERNICKA: I didn't think I needed one  
2 since it's a patch job.

3 MR. MAGEE: Yeah, but how many square feet  
4 can you do on a patch without a permit?

5 MR. PERNICKA: Per dollar, Santa Rosa, it's  
6 12.

7 MS. HAMPTON: We don't do a dollar value.

8 MR. MAGEE: I mean, square feet of roof. I  
9 thought you could do a ten-by-ten.

10 MS. HAMPTON: The building official will...

11 MR. TOLBERT: It would be four squares.

12 MR. MAGEE: Four squares? How many squares  
13 was the house?

14 MR. PERNICKA: I could guesstimate, I didn't  
15 put a tape measure to it, but I would guess it was  
16 about 50 squares.

17 MR. MAGEE: So if he replaced all the bad  
18 screws, then you patched 50 squares, not four.

19 MR. PERNICKA: Yes, sir. I didn't patch a  
20 50 square roof, I replaced the screws that weren't  
21 biting and tightened the ones that were.

22 MR. MAGEE: Yeah, but you got ten per  
23 square, then you patched that many squares.

24 MR. PERNICKA: The skylights were, there was  
25 15 three-by-eights, so if we calculate it, if

1           that's less than 400 square feet, then that would  
2           be below permitting.

3           MR. MAGEE: Well, no. When you patch in a  
4           ten by ten area, that's a ten by ten repair.

5           MR. PERNICKA: Right. I didn't do a one  
6           area. I did-

7           MR. MAGEE: The whole roof?

8           MR. PERNICKA: I did skylights over the  
9           whole roof.

10          MR. MAGEE: You said you put screws in the  
11          whole roof, so you patched the whole roof.

12          MR. PERNICKA: In the industry, the metal  
13          roofing industry, that's not considered patching  
14          the roof, that's retightening the fasteners.

15          MR. MAGEE: Well, if you replaced 1,000  
16          screws, you didn't retighten, you replaced?

17          MR. PERNICKA: The ones that didn't bite,  
18          yes, sir.

19          MR. MAGEE: Anyway, it needed a permit.

20          MR. PERNICKA: Okay.

21          MS. HAMPTON: Mr. Batchelor?

22          MR. BATCHELOR: I was under the -- is  
23          coating considered roofing? I'm a little grey on  
24          it. I don't think it is.

25          MR. TOLBERT: No. We would not issue a



1 permit for a simple coating.

2 MS. ELLIS-WIGGINS: Would you issue a permit  
3 for the screw procedure that we're discussing?

4 MR. TOLBERT: More than likely. It depends  
5 on what the scale of work is going on. We would  
6 need to evaluate the scope of work.

7 MS. ELLIS-WIGGINS: So it's not just an over  
8 four square issue?

9 MR. TOLBERT: Well, when I say four squares,  
10 that is for all roofing. But typically when  
11 you're talking squares, you're talking shingles.  
12 But it doesn't apply to only shingles. Something  
13 like this, we would probably evaluate if we wanted  
14 to issue a permit on it.

15 And a lot of times what happens is you will  
16 get a scope of work and we'll say, no, we're not  
17 going to permit this, and it actually ends up  
18 being more than what was proposed. That happens a  
19 lot on repairs. Once you get into the gears of  
20 it, there's more things that happen, so...

21 MS. HAMPTON: Mr. Pernicka, did you contact  
22 the building services department to see if a  
23 permit was required?

24 MR. PERNICKA: No, I didn't.

25 MR. SCHWARTZ: For the building official, I

1           guess, and I think you pretty well answered this  
2           already, it's apparently a grey area then, when  
3           replacement of screws is, quote, a repair or not a  
4           repair, and require permitting or nonpermitting?

5           MR. TOLBERT: Yes, and that would come to  
6           me, something like that, I would have to make a  
7           call on it. I guess that's why I have a job.  
8           It's something that's not specific in statute or  
9           code and therefore, I would have to make a  
10          decision on that. 900 screws, I probably would  
11          say, yeah, it would need a permit.

12          But I really did not know that there was  
13          that many screws until you got -- just like I  
14          said, you can just estimate what you've got to do,  
15          but a lot of times it ends up being more.

16          MR. SCHWARTZ: That's where I was going.  
17          You're up on a roof and you don't know whether  
18          there's ten screws loose or 10,000 screws loose  
19          until you put a pack driver on it.

20          MS. HAMPTON: Mr. Schwartz, I believe the  
21          homeowner has knowledge of what the actual scope  
22          of work was, and he's saying that it's vastly  
23          different than just replacing a few screws. So  
24          whenever he comes up, you might want to question  
25          as to what stuff was actually done.

1 MR. SCHWARTZ: I just wanted to get a good  
2 footing on wherever we were with this to start  
3 with, what was the actual requirements by the  
4 County as perceived requirements by the  
5 contractor?

6 MS. HAMPTON: The first requirement by the  
7 County is make sure his license is active before  
8 pulling a permit or before starting any contract.

9 MR. SCHWARTZ: No question there on my part.  
10 I was just looking at the scope of work and  
11 requirements there.

12 ACTING CHAIRMAN: Are we ready to hear from  
13 the homeowner at this time?

14 MR. MAGEE: One other question.

15 MR. PERNICKA: Yes, sir.

16 MR. MAGEE: You were without a license for  
17 ten months?

18 MS. HAMPTON: He's currently not active.

19 MR. PERNICKA: Not active.

20 MS. HAMPTON: He's delinquent still.

21 MR. PERNICKA: I sent in my money a year  
22 before in 2015, thinking it would expire in 2017.

23 MR. MAGEE: You have not tried to pull any  
24 permits for that length of time for anything?

25 MR. PERNICKA: No.

1                   MR. MAGEE: So all you were doing was  
2                   patching?

3                   MR. PERNICKA: Patching. And plus, my mom  
4                   died, and I was out of state and my truck broke  
5                   down, so I really didn't work at all for the past,  
6                   well, three, four months.

7                   MS. ELLIS-WIGGINS: Just for the record,  
8                   sir, during the time that you were working on this  
9                   project, did you have an active license?

10                  MR. PERNICKA: A State license.

11                  MS. ELLIS-WIGGINS: No.

12                  MR. PERNICKA: Not a certificate of  
13                  competency from -- like I said, it was my fault  
14                  because I didn't know.

15                  MS. ELLIS-WIGGINS: I realize that. I'm not  
16                  trying to assign fault. Just for the record, just  
17                  in summary, did you have a contractor license?

18                  MR. PERNICKA: Florida State, yes, ma'am.

19                  MS. HAMPTON: I think you're confused on  
20                  that, Mr. Pernicka. You register your local  
21                  license with the State. You have a State  
22                  registration, you do not have a State license.  
23                  Your local license was delinquent, therefore,  
24                  making your State license, your State registration  
25                  inactive as well.

1 MR. PERNICKA: If that's the case, then that  
2 is true, because I did not get the renewal notice.

3 ACTING CHAIRMAN: So he's not under the  
4 State.

5 MS. HAMPTON: He is not under the State. He  
6 is locally licensed, registered with the State.

7 ACTING CHAIRMAN: Right.

8 MS. ELLIS-WIGGINS: One more question for  
9 the building official. Is it required to send  
10 notifications for license renewal? Is it a  
11 requirement to send notification for license  
12 renewals?

13 MR. TOLBERT: In Escambia County, not that I  
14 know of.

15 MR. PERNICKA: I used to get them.

16 MS. HAMPTON: It is not a requirement. We  
17 do that as a courtesy to the physical address on  
18 record. His physical address was listed as the  
19 farm property. And we do not send license  
20 renewals to P.O. Boxes.

21 MR. PERNICKA: That's why I didn't get them.

22 MS. HAMPTON: If he would like to update his  
23 P.O. Box as his primary address of record, he  
24 needs to do that with licensing.

25 ACTING CHAIRMAN: Anymore questions or can

1 we move onto the homeowner/complainant, please?

2 MR. PERNICKA: Thank you.

3 ACTING CHAIRMAN: Thank you, sir.

4 MS. HAMPTON: Mr. Prescott, if you could,  
5 please come forward and state your name and  
6 address for the record and also be sworn in.

7 MR. PRESCOTT: Good morning. My name is  
8 Wayne Ellerston Prescott, my address is 7505 North  
9 Century Boulevard in Century, Florida.

10 (Wayne Prescott was duly sworn.)

11 MS. HAMPTON: Mac, did you have a question?

12 MR. MAGEE: No, I wanted him to swear in.

13 MR. PRESCOTT: First I have to give you a  
14 little bit about myself. I just retired from the  
15 Navy last year, and I'm moving from Virginia to  
16 Florida because I can't stand the cold anymore.  
17 I'm very sick, I'm now considered 100 percent  
18 disabled. I spoke to Mr. Pernicka about that  
19 also, he said he's also a Navy veteran like I am  
20 and everything seemed like it was going great the  
21 first time we met.

22 Yeah, I started everything from Virginia  
23 where I have my primary home, and I'm in the  
24 process of working to fix that and sell that so I  
25 can move to Florida permanently with my family.

1           I was more looking for below Orlando, but  
2           then I saw this gorgeous house in the country. I  
3           liked farming and I said this house would make my  
4           wife happy and I will be happy with my seven acres  
5           of land, that's what I wanted.

6           I started purchasing the house. I had to  
7           find someone who did repairs. The biggest problem  
8           with the house was the roof, and I got the house  
9           as a foreclosure. The house is 5,600 square feet,  
10          making sure you guys know the size of the roof.

11          And yes, it was stated, because I had the  
12          house inspected, and I believed the gentleman who  
13          was the inspector, if I remember correctly, his  
14          name was Bryan Bateman, and this guy was a  
15          wonderful guy. He gave me great information,  
16          advice of what needs to be done detailed, and I  
17          was like, okay.

18          I made sure that I contacted several  
19          different people to get estimates on what I needed  
20          to get done to the roof.

21          On his situation, he gave me a list and his  
22          information was interesting. I'm not a roof  
23          person, so I didn't know all of the terms and  
24          stuff like that, but he had recommendations on all  
25          that stuff, and he said my house would be leak

1 free once he does, he completes his repairs to the  
2 house.

3 And I was like, okay. There was one company  
4 that also wanted me to pay \$90,000 to replace the  
5 whole roof, I said, no, that's ridiculous, that's  
6 half of how much I'm paying for the house. And I  
7 had two different prices, he was in the middle.

8 I spoke to him over the phone. I said,  
9 okay, I'm going to let this gentleman be the  
10 person I want to meet. I come down and I meet  
11 with him. We talk about everything.

12 And in his contract, it stated clearly that  
13 I should contact Texas Refinery to get the  
14 material. And the pricing, he was right on the  
15 money with the pricing and everything, total for  
16 \$3,656.19.

17 But upon meeting me -- he said it was  
18 Durashield 8000, sky blue. Upon meeting me, we  
19 had further discussions that the paint which is a  
20 very thick paint from what I know, when it gets  
21 put on the house, it would have a different color  
22 to what is up there, because of the different  
23 chemicals in the air and atmosphere, wear and  
24 tear.

25 I said, okay. So then he recommended that I



1           get more paint. And I said, okay, I'll get more  
2           paint so we can paint the whole roof, so we  
3           wouldn't have that discoloration issue on my house  
4           because I wanted the house to look like it's been  
5           repaired, not partially repaired when I get it  
6           done.

7           I really want to impress my neighbors, and  
8           said, okay, this guy is taking care of what he's  
9           supposed to do. So I went ahead and ordered more.

10          I also have a big fountain in front of the  
11          house, and it was painted red, white and blue like  
12          a flag. The roof was blue, the house was white.  
13          And I had a purple door, I changed that to red,  
14          again, going back to the same theme of red, white  
15          and blue. I did the painting on the door myself.

16          With all of that, the total of my paint came  
17          up to over \$5,000 for a recommendation. He was  
18          supposed to -- I gave him the list on an e-mail or  
19          text message of how Bryan Bateman, I believe was  
20          his name, tells me what repairs to the roof needs  
21          to be done. I remember there was flashing and  
22          stuff like that, removing cement that was never  
23          supposed to be there in the first place. I could  
24          not understand putting cement on top of metal, it  
25          doesn't make sense.

1           So I clearly tell him, I want all of these  
2 things done. He said it will be done and he will  
3 do this Durashield and all of that. And a good  
4 little note he left me is stated here Texas  
5 Refinery Corporation, TRC material, he gave me the  
6 costs of what's needed to get this roof in a  
7 leak-free condition along with my local materials  
8 and application.

9           And that was the key thing. He said my  
10 house would be leak free. I was like, this guy is  
11 the guy that I want. He's telling me everything,  
12 showing me his recommendations and everything.  
13 Please let me know if you have any questions,  
14 Bruce. I mean, we were going on a first name  
15 basis, yes.

16           MR. SCHWARTZ: I hate to interrupt, but I  
17 will lose my train of thought.

18           MR. PRESCOTT: Sure.

19           MR. SCHWARTZ: Did he give you a reason that  
20 he being a contractor wanted you to buy the  
21 materials instead of him providing the labor and  
22 materials as most normal contractors do?

23           MR. PRESCOTT: Well, I took it where I know  
24 from -- I believe from what I know, I believe that  
25 I know that usually when contractors go to

1 purchase materials and stuff like that, they get a  
2 discount, and I took it as this is a man who is  
3 even letting me purchase the materials so that he  
4 will let me know that he is not taking extra money  
5 out of me, that's the way I thought it was.

6 So he didn't give me an explanation, he just  
7 told me in the package, and this is the envelope  
8 and everything that it came with, he sent it to my  
9 Realtor at the time, because I was in Virginia.  
10 And he had everything in here in this package.  
11 This is the note, the first note that he had, and  
12 everything that I would need to do it. You can  
13 take a look at it if you need to.

14 MR. SCHWARTZ: It never crossed your mind  
15 that possibly he requested you to purchase it  
16 because he did not have the financial wherewithal  
17 to make that type of a purchase?

18 MR. PRESCOTT: No, sir. It didn't come to  
19 my mind at all, because for one, he presented to  
20 me in this package, as I said, you can look at it,  
21 it seems that he shows a picture of his face, the  
22 person I'm going to meet, it shows people  
23 customers who complimented his work, and it also  
24 stated Florida licenses and stuff like that on the  
25 paperwork.

1 MS. HAMPTON: Mr. Chairman, if you would  
2 like to see a copy of the contract, this is what  
3 Bobbie was just pointing out to me, at the bottom  
4 there is a business card Texas Refinery Corp. with  
5 Mr. Pernicka's name on the business card.

6 ACTING CHAIRMAN: All right. Was there a  
7 discussion about the screws being replaced?

8 MR. PRESCOTT: Yes, sir. That is what I was  
9 told by the inspector needs to be done to get this  
10 house back to 100 percent. So he put that also in  
11 his write-up and everything, he's going to take  
12 care of the screws and stuff, replace the ones  
13 that need replacing. I had no idea what the  
14 screws looked like or anything like that.

15 ACTING CHAIRMAN: Did he say in that  
16 conversation that he would not warranty anymore of  
17 the roof because of the screws?

18 MR. PRESCOTT: No, he didn't. That was not  
19 discussed at all. He is the person. He was very  
20 nice, polite and everything, telling me this job  
21 would be done, no problem. He also stated he was  
22 military, he would take care of me and all of  
23 that.

24 MR. MAGEE: Where is the leak now?

25 MR. PRESCOTT: The leaks have been repaired,

1           sir, because I hired someone else to do the job.  
2           I could not, I would not have this guy step back  
3           on my property, because, I, as I said, I'm 100  
4           percent disabled, and I suffer from anxiety, and  
5           stress, and when I looked at -- when he told me  
6           the job was done, I said, well, let's do a  
7           walk-through, because that's something we do in  
8           the military to inspect that the work is done  
9           properly for the higher standards of the  
10          supervisor and stuff like that.

11                 So I said, hey, he came there, we done that,  
12          let me look and see what you've done. And as I  
13          went up there to the roof, I started saying, this  
14          is all you did? Yes. The job was done, the house  
15          is leak free.

16                 I was like, you didn't remove the cement.  
17          He said, oh, I made an executive decision to leave  
18          the cement there since it was already there, and  
19          just put paint over it and that was it.

20                 I was like, you made an executive decision?  
21          I'm the one who hired you. How could you make an  
22          executive decision over me? I was stressed.

23                 And that's the point in time that I just  
24          gave him his money so he could just get off my  
25          property because I was losing it.

1 MS. ASPLUND: Mr. Prescott, will you mention  
2 to the board about the screws that you told me,  
3 what you told me about the screws?

4 MR. PRESCOTT: The screws. As I said, I  
5 didn't know about screws. All I know of a screw  
6 is that it's a metal screw in there. I used to  
7 build chicken coops and stuff like that, because I  
8 love farming and stuff like that. But I came to  
9 find out that these screws were special screws.  
10 There was a rubber or something that once you  
11 screw it in, the rubber keeps it sealed,  
12 basically, and stops anything from going through  
13 that area where the screw went in.

14 Well, what I found out was he went and put  
15 back all the old screws back in the thing. And  
16 thankfully when I first moved here there was a  
17 drought, there was no rain. So about two weeks  
18 after, rain came, and that was just before  
19 Christmas.

20 And he said I was in Virginia at the time.  
21 No, I wasn't. From the time -- I only went to  
22 Virginia when I first come to meet him, but then  
23 everything was done, I was here in Florida  
24 observing that things were being done, the  
25 materials received and everything like that. But

1 the screws he put in was the same screws.

2 And what happened was I called another  
3 person who I didn't get to let give me his pricing  
4 because he was late. I said I have someone, I  
5 truth them. I have to trust the person who is  
6 doing the job and I made an agreement, I'm not  
7 going to back out of it for no cheaper deal,  
8 nothing.

9 And when the rain came, I started seeing  
10 things in my roof for the first time. I'm like,  
11 what? That's a water stain, going to another  
12 room, that's another water stain.

13 So the gentleman who repaired the house for  
14 me now took me up to the attic and showed me all  
15 of the different leakage coming into the roof and  
16 I was like, wow, I didn't know this. It was never  
17 explained to me by anyone that all this was  
18 happening.

19 Then I went up there, I saw buckets and  
20 containers to hold the water just in case it  
21 rained, but it didn't rain at that time, by  
22 people, I guess, who was selling the house or who  
23 had someone at the house before.

24 The buckets were full coming over in the  
25 garage, bathrooms, bedrooms. The carpet was

1 getting wet in the house. I suffer from all these  
2 different allergies and stuff, I'm afraid now I'm  
3 going to get mold and I've got a bigger problem  
4 now. How am I going to be able to afford this?

5 I decided then to text a message to him and  
6 let him know how unhappy I was, just brief, about  
7 three words, I can't remember exactly. I have it  
8 in my phone, I could get that if needed.

9 No response. He never responded to me. He  
10 said that it was done in November, that is  
11 incorrect. We started talking in November, about  
12 around the 20th of November. He did the repairs  
13 to the house for two days around Christmastime,  
14 just before Christmas. And it rained the week  
15 after or something like that.

16 The skylights. Yes, there were several  
17 skylights. I didn't want to remove my skylights  
18 because that's the beauty of the house, because  
19 inside the house I have atriums, which is  
20 basically plant houses, and if I close the  
21 skylights, I have this square footage of space  
22 with no purpose.

23 So that would be ridiculous to get rid of  
24 the skylights. That's why I didn't do the 90,000  
25 or 40,000 anyone else recommended to me. I just



1           went with that. It's a metal house, I just need  
2           the metal, and I thought that was the flashing put  
3           onto the thing to stop the water from going under  
4           there by the skylights, I think, to the house.

5                     And I was right, the person came and did all  
6           of that and I don't have water problems on my roof  
7           anymore. But what he did was he bring some sort  
8           of mesh. And let's say this is the skylight here,  
9           he put the mesh in the front here, and this is  
10          where the rain comes down.

11                    And it just builds onto where the cement was  
12          that needed to be removed so the water could flow  
13          properly and put the correct flashing to guide the  
14          water off.

15                    He put the mesh there, then put paint on top  
16          of it, and said that was the job, that would cause  
17          my house to be leak free.

18                    When I climbed up there on the final day,  
19          when he said he was finished, I said, hey, that's  
20          not going to stop rain from going into there and  
21          settling right there, it is just going to create  
22          more of a problem. He said, no, this will stop  
23          the problem and anything. It's under warranty.  
24          He will come back and fix it.

25                    I said, listen, if you could see that mesh,

1           it's just like a cloth type of thing with little,  
2           fine holes in it where it could suck in the paint.  
3           You could see that it's already have air pockets  
4           where the rain comes through. Rain can just go  
5           pile up there already being blocked, go right  
6           through and come right into the house.

7                        So I said that's not going to stop it. So  
8           he said, so he just called a younger guy and said,  
9           hey, bring me that Durashield, he put some more  
10          paint on it and said, hey, are you happy now? I  
11          was like, now the relationship was not as friendly  
12          as when we first met.

13                      MS. HAMPTON: Mr. Prescott, have you had  
14          another contractor to come after?

15                      MR. PRESCOTT: Yes.

16                      MS. HAMPTON: And they repaired everything?

17                      MR. PRESCOTT: They repaired everything.  
18          They had to take off all the mess that he did,  
19          then take off the cement that I asked for in the  
20          beginning, because all of that, once that was  
21          removed, you could see like the water was just  
22          seeping under there.

23                      MS. HAMPTON: And how much did you have to  
24          pay for them to repair the...

25                      MR. PRESCOTT: Less than \$9,000.

1                   ACTING CHAIRMAN: And we are trying for  
2 matter of time, we are trying to narrow down to  
3 what we can do here as a board.

4                   MR. PRESCOTT: Basically, sir, what I see  
5 happened here was this gentleman just came and put  
6 a mesh on my house, put some paint on it and said  
7 that was worth all that. He said it was  
8 Durashield paint, that he was going to paint the  
9 roof, he just painted just around this trimming  
10 right here, the skylights, and I have buckets of  
11 paint still in my house.

12                  ACTING CHAIRMAN: And this was not  
13 inspected, so we don't have anything attached to  
14 code.

15                  MR. TOLBERT: That was going to be my  
16 question. I don't know if a permit was issued.

17                  MR. PRESCOTT: No permits were issued.

18                  MS. ASPLUND: Can I ask Mr. Batchelor about  
19 those screws? They come with a rubber washer  
20 already on them, and when you put them in, the  
21 washer gets squashed, so if they need to be  
22 screwed down, that rubber is already damaged or  
23 cracked, you need to put new screws with new  
24 washers?

25                  I don't understand how those worked, because

1 Mr. Prescott told me that Mr. Pernicka really  
2 didn't replace the screws, that he just screwed  
3 down what was already there. And I don't know  
4 enough about roofing to know what the difference  
5 in that means.

6 MR. BATCHELOR: You can screw them down, you  
7 have just have to use your own -- it's a judgment  
8 call. There's not just a direct procedure. Some  
9 you do want to pull out and replace if it doesn't  
10 -- if it spins on you, then you need to pull it  
11 out and put a new one in. You can get a bigger  
12 screw that will tighten up, so I mean, it's really  
13 every one is a judgment call. You don't know. If  
14 it can tighten up, then you can use the same  
15 screw.

16 MS. ASPLUND: Because the contract says  
17 refastened/replace screws.

18 MR. BATCHELOR: Yes, it's a judgment call.

19 MS. ASPLUND: The contract says  
20 refasten/replace the screws.

21 MR. BATCHELOR: Yeah, that's what you do.  
22 You go around, it's a judgment call. You try to  
23 get every one on the roof that size, you may get  
24 some, you may not.

25 MR. SCHWARTZ: I have a question. Who put

1 the buckets in the...

2 MR. PRESCOTT: The buckets, as I said, were  
3 placed before I purchased the house.

4 MR. SCHWARTZ: So the home inspector didn't  
5 tell you that there were buckets everywhere?

6 MR. PRESCOTT: I wasn't aware of that, no.  
7 I never went up on the roof, but the way I found  
8 out about that, as I said, it wasn't through this  
9 gentleman, it was the other, the last gentleman  
10 who said, anyone who deals with roofing and  
11 leaking should always go and take a look on the  
12 inside to see where the leaking is coming from,  
13 and he's the one who took me.

14 MR. BATCHELOR: Sometimes you do, sometimes  
15 you don't.

16 MR. PRESCOTT: He took me into the attic for  
17 the first time and that's where I started seeing  
18 all these different areas of problems.

19 ACTING CHAIRMAN: It sounds like this  
20 property was first in foreclosure. The property  
21 was first in foreclosure, so there may not have  
22 been an inspection.

23 MS. HAMPTON: On a home inspection for  
24 foreclosure?

25 MS. ASPLUND: You buy it as is.

1 MS. HAMPTON: You buy it as is.

2 MR. PRESCOTT: Right. You buy it as is.

3 This gentleman told me -- he did go to the attic  
4 and everything, but he didn't state that these  
5 things were there. But he told me where the  
6 leakings were and stuff like that.

7 But as I said, I didn't realize that so much  
8 water was, but it was a big pour of rain that came  
9 down and the buckets were filled and water was  
10 just all in the house.

11 And you said the right thing. The screws  
12 had to be replaced with a longer screw and a  
13 little bit wider so it would not allow that water  
14 to keep seeping through, and those were problems  
15 that were also happening.

16 ACTING CHAIRMAN: Anymore questions from the  
17 board?

18 (No response.)

19 ACTING CHAIRMAN: Thank you, sir.

20 MR. PRESCOTT: Thank you.

21 ACTING CHAIRMAN: Does anybody have any  
22 questions from the contractor?

23 (No response.)

24 ACTING CHAIRMAN: Recommendations from the  
25 staff?

1 MS. HAMPTON: We have laid out our  
2 provisions for code. The only thing that he might  
3 think about adding to that was failure to pull a  
4 permit if you think permitting should have been  
5 required.

6 Now, our building official has said it  
7 depends on the scope of work and so that's at your  
8 discretion.

9 MR. TOLBERT: It's hard to make that  
10 decision unless I saw a scope of work. You could  
11 say the same thing for the contractor that  
12 repaired it, he may have needed a permit as well.

13 MR. BATCHELOR: I think that's a gray area.  
14 I know he doesn't like the mesh, but there's a  
15 really good system that you use, it's a base coat  
16 with a fabric that is a really, really great  
17 product that works with metal roofing, and you do  
18 not have to take the asphalt off, you can work  
19 with it, because sometimes taking the asphalt off  
20 is worse than, but it's a judgment call on there.  
21 And a repair is still a repair, I mean, no matter  
22 what.

23 So unfortunately, somebody should have  
24 looked in the attic and saw the buckets and then  
25 made a call from there.

1           ACTING CHAIRMAN: All right.

2           MS. HAMPTON: Would you like to review the  
3 code provisions that you have?

4           ACTING CHAIRMAN: Do we want to take each at  
5 a time?

6           MS. HAMPTON: Yes, we sure can. Let me pull  
7 them back up.

8           ACTING CHAIRMAN: So we're going to address  
9 each one of them. Move to hearing?

10          MS. HAMPTON: I would assume that your first  
11 step would be does this warrant moving to  
12 disciplinary, and then you determine which code  
13 provisions you will take to disciplinary?

14          ACTING CHAIRMAN: Okay. And I understand  
15 you want to speak again, but right now we are just  
16 probable cause, if we do vote to move forward,  
17 we'll have further opportunity to discuss if that  
18 is correct, so do we have any recommendation of  
19 the board?

20          MR. SCHWARTZ: I move that we go to a  
21 disciplinary hearing based on -- my reasoning on  
22 that really applies to the licensing side than it  
23 does for the actual construction side at this  
24 point.

25          ACTING CHAIRMAN: Okay. Do we have a



1 second?

2 MR. WHITE: Second.

3 ACTING CHAIRMAN: All right. Any further  
4 discussion?

5 (No response.)

6 ACTING CHAIRMAN: Being none, all in favor?

7 (Board members collectively say aye.)

8 ACTING CHAIRMAN: Anybody opposed?

9 (None.)

10 ACTING CHAIRMAN: The motion to move it to  
11 disciplinary hearing passes. Do we need to select  
12 the...

13 MS. HAMPTON: We need to select which code  
14 provisions we will be -- we need to establish our  
15 code provisions.

16 ACTING CHAIRMAN: Will you go through them?

17 MS. HAMPTON: Item One, misconduct or  
18 incompetency in the practice of contracting.

19 ACTING CHAIRMAN: Do we have a motion to  
20 have that heard from the board?

21 MR. SCHWARTZ: Before a motion, a quick  
22 discussion.

23 ACTING CHAIRMAN: Please.

24 MR. SCHWARTZ: Since we already have a  
25 blanket amount, just leave everything in there and

1 sort it out at the disciplinary hearing?

2 MS. HAMPTON: We can, yes. We have done  
3 that before.

4 MR. SCHWARTZ: Can we have possibly -- the  
5 question is possibly -- further information from  
6 either the contractor or homeowner and we can make  
7 a better decision potentially based on additional  
8 information, if there is any?

9 MS. HAMPTON: Like on previous hearings  
10 whenever we move to disciplinary and we have these  
11 established already, you can choose at that time  
12 to find him not in violation of those counts.

13 MR. SCHWARTZ: Correct.

14 ACTING CHAIRMAN: Do we have to go through  
15 each one?

16 MS. HAMPTON: You do not if you want to send  
17 them all?

18 ACTING CHAIRMAN: Okay.

19 MS. ELLIS-WIGGINS: The reason that we're  
20 requesting the board to identify which of these  
21 actions could be potential violations, in the  
22 administrative complaint, we identify each of  
23 these sections and list the fact under which those  
24 sections may be applicable.

25 We can revise that to accommodate the

1 procedure that you just suggested. We can say  
2 that these are possible code provisions that have  
3 been violated based on the general, factual  
4 scenario. I think that would be just as  
5 appropriate.

6 MR. SCHWARTZ: If the staff is comfortable  
7 with everything as outlined at this point, that  
8 would be my motion to encompass all of those and  
9 we can sort through them at the discipline hearing  
10 and find whether they are substantial enough for  
11 fact or not so.

12 MR. BATCHELOR: Second.

13 ACTING CHAIRMAN: Any further discussion?

14 (No response.)

15 ACTING CHAIRMAN: All in favor?

16 (Board members collectively say aye.)

17 ACTING CHAIRMAN: Any opposed?

18 (None.)

19 ACTING CHAIRMAN: All right. The motion to  
20 move this to disciplinary passes. Next.

21 MS. HAMPTON: We'll move back up to Item 9A,  
22 Timothy Cox, doing business as Nationwide  
23 Catastrophe Services, Incorporate, State Certified  
24 License Number CCC1327608, Contractor Competency  
25 Board Case Number COM170200010.

1                   It's in regards to Ian Werth,  
2                   homeowner/complainant at 7138 Rampart Way,  
3                   Pensacola. It is my understanding that neither  
4                   the contractor or the complainant are present at  
5                   this time, so I'm going to get Deb to give you a  
6                   rundown.

7                   MS. ELLIS-WIGGINS: Can you just insure that  
8                   --

9                   MS. HAMPTON: Mr. Pernicka, if you will, let  
10                  Debbie Rose know to change your address to the  
11                  P.O. Box as the correct one.

12                 MR. PERNICKA: I'll do that right now.

13                 ACTING CHAIRMAN: Quick question on this  
14                 next case. If we don't have the complainant or  
15                 the parties here, is it something we should move  
16                 to the next meeting?

17                 MS. HAMPTON: No.

18                 ACTING CHAIRMAN: Just asking.

19                 MS. HAMPTON: No. We sent notice to both  
20                 parties. They both received notice.

21                 ACTING CHAIRMAN: That was just more for  
22                 information for me. Thank you.

23                 MS. ASPLUND: This is pretty simple, clear  
24                 cut. This company Nationwide Catastrophe Services  
25                 is State licensed and has come around to this

1 county and door knocked and got people to  
2 understand that there were issues with their roof.  
3 And they worked with these homeowners' insurance  
4 companies and received funds.

5 They were pretty good about helping the  
6 insurance companies get the highest dollar for the  
7 homeowner, but then they would also get the  
8 homeowner to assign the rights to the check.

9 So in any case, this homeowner who has never  
10 done this process, brand new homeowner, new baby,  
11 lots going on, got \$10,000 from his insurance  
12 company and it goes directly to Nationwide  
13 Catastrophe Services. That was eleven months ago.  
14 They have not heard one more word. They took the  
15 money and they have never did any work.

16 And I looked at the Better Business Bureau,  
17 there were 22 similar complaints across the state  
18 from this company taking money and not doing any  
19 work.

20 ACTING CHAIRMAN: They're State certified?

21 MS. ASPLUND: They're State certified.

22 MS. HAMPTON: We are limited as to what we  
23 can do.

24 ACTING CHAIRMAN: Pull the permits?

25 MS. HAMPTON: Yes.

1 MS. ASPLUND: And all of those -- I talked  
2 to the salesman for that company, and he said they  
3 were all of two contracts that were ever done in  
4 Escambia County and one of them didn't qualify for  
5 the insurance.

6 So this is the only case in Escambia County  
7 from this company, even though there are all these  
8 big complaints about them, they are not here  
9 actively doing work. It doesn't appear that  
10 they're doing really much. I don't exactly know  
11 what's going on with them.

12 ACTING CHAIRMAN: So they're contracting in  
13 the County via their State licensing?

14 MS. ASPLUND: Yes. They never pulled a  
15 permit.

16 ACTING CHAIRMAN: So they were probably not  
17 coming to pull a permit until the work would have  
18 to be done.

19 MS. HAMPTON: Yes.

20 ACTING CHAIRMAN: Your recommendation to  
21 staff?

22 MS. ASPLUND: That we cancel his Escambia  
23 County registration of his State license.

24 MR. TOLBERT: We need to go to probable  
25 cause.

1 MS. ELLIS-WIGGINS: We can't do that. He  
2 hasn't been properly notified.

3 There has been no notification as to an  
4 impact to his ability to pull a permit or to  
5 impact his license. It's a due process.

6 MS. HAMPTON: I believe it would be Deb's  
7 recommendation to proceed to disciplinary.

8 ACTING CHAIRMAN: That's fine. My question  
9 was kind of going on your thought, was this  
10 something egregious to move this to that step  
11 without going to disciplinary hearing?

12 MS. ELLIS-WIGGINS: No. We have to -- from  
13 a due process perspective, notify him that that  
14 proceeding will be taking place and will impact  
15 his ability to pull a permit.

16 MS. HAMPTON: We have to define our reason  
17 to take him to disciplinary hearing via a  
18 violation of an ordinance, statute, code.

19 MS. ASPLUND: Well, there is accepting money  
20 without pulling a permit, not beginning the job  
21 within 60 days and abandonment of more than 90  
22 days. I think that's under one single statute  
23 there. And there is fraud mismanagement.

24 MR. SCHWARTZ: Diversion of funds.

25 MR. TOLBERT: Mr. Chairman?

1           ACTING CHAIRMAN:    Yes, sir.

2           MR. TOLBERT:    In Chapter One of the building  
3 code, I can administratively make that decision  
4 temporarily until...

5           ACTING CHAIRMAN:   I appreciate that.   I was  
6 just concerned for going forward and the timing of  
7 the meeting.

8           MR. TOLBERT:    Right.

9           ACTING CHAIRMAN:   Can we read the statute  
10 that we want to move forward to, the  
11 recommendation?

12           MS. HAMPTON:    We did not establish any code  
13 provisions for consideration.   I was leaving that  
14 up to the board because he is State certified for  
15 y'all to determine any code provisions.

16                           From what Deb has stated, it looks like  
17 abandonment would be one of them.   Let me grab my  
18 code book here.   Gentlemen, you all have your  
19 codes in front of you.

20           ACTING CHAIRMAN:   Yes, ma'am.

21           MS. HAMPTON:    Section 18-37(d)(10),  
22 abandonment per Florida Statute 489.129.(1)(j).

23           ACTING CHAIRMAN:   Do we want to take these?

24           MS. HAMPTON:    Well, I'm stating them and if  
25 y'all agree with them, we would lump them together



1 and say this is what we...

2 ACTING CHAIRMAN: Right.

3 MS. HAMPTON: Section 18-37(d)(13),  
4 misconduct or incompetency in the practice of  
5 contracting per Florida Statute 489.129(1)(m). I  
6 think the building official mentioned diversion of  
7 funds, so Section 18-37 (c)(5), diversion of funds  
8 for property received.

9 Probably, I think it would go in also to  
10 financial mismanagement, so Section 18-37(c)(6),  
11 financial mismanagement or misconduct in the  
12 practice of contracting that causes financial harm  
13 to a customer.

14 And then we have also the catch-all, Section  
15 18-37(c)(12), violating any provision of this  
16 article.

17 ACTING CHAIRMAN: Question for staff. If  
18 other issues are brought up in the disciplinary  
19 hearing, he would have to be renoticed?

20 MS. ELLIS-WIGGINS: We have to have sent him  
21 notice of those alleged prior.

22 ACTING CHAIRMAN: But would we have to send  
23 him another notice for another hearing?

24 MS. HAMPTON: Yes.

25 ACTING CHAIRMAN: All right. Thank you.

1 MS. HAMPTON: We also have Section  
2 18-37(c)(11), fraud, deceit, gross negligence,  
3 incompetency or misconduct in the practice of  
4 contracting. I think that pretty much covers all  
5 of the...

6 MR. TOLBERT: I agree.

7 ACTING CHAIRMAN: Can I get a motion as to  
8 those what were just stipulated?

9 MR. SCHWARTZ: So moved.

10 MR. MAGEE: Second.

11 MR. WHITE: Second.

12 ACTING CHAIRMAN: The motion has been first  
13 and a second to move those to disciplinary  
14 hearing. Any discussion?

15 (No response.)

16 ACTING CHAIRMAN: All in favor?

17 (Board members collectively say aye.)

18 ACTING CHAIRMAN: Any opposed?

19 (None.)

20 ACTING CHAIRMAN: Motion passes. Thank you.

21 MS. ELLIS-WIGGINS: And for the record,  
22 building official, your authority under, you  
23 referenced a section of the code. Can you restate  
24 that for me, please?

25 MR. TOLBERT: I will have to get the proper

1 language, but there's --

2 MS. ELLIS-WIGGINS: I didn't mean to put you  
3 on the spot.

4 MR. TOLBERT: It's in there.

5 MS. ELLIS-WIGGINS: I never did doubt that.  
6 I just want it for my records.

7 ACTING CHAIRMAN: That is good enough  
8 information.

9 MS. HAMPTON: We do, and y'all have in the  
10 past, sent a recommendation to the building  
11 official to use to suspend permitting privileges  
12 contingent upon the outcome of the hearing and  
13 that's what he's referencing there. He has the  
14 authority to do that.

15 MS. ELLIS-WIGGINS: Without a  
16 recommendation.

17 MS. HAMPTON: Without a recommendation, from  
18 being in this hearing.

19 MR. TOLBERT: Just put my neck on the line  
20 doing it, basically, and that's fine.

21 MS. HAMPTON: We are going to move onto Item  
22 9D, Michael Rabb, doing business as J.W.  
23 Dunnwright Construction, LLC, State Certified  
24 License Number CBC1257209, Contractor Competency  
25 Board Case Number COM170200015.

1           It's in regards to Lisa Hale, homeowner/  
2 complainant at 7775 LeJeune Drive in Pensacola.  
3 Yesterday morning, I received a call from a Mr.  
4 John Asmar, he's legal representation for J.W.  
5 Dunnwright. At that time, he just wanted  
6 information on the proceeding and how it would  
7 proceed. And I concluded that phone call.

8           Yesterday evening about 4:05, I received a  
9 phone call from legal representation from the  
10 Hales. He was requesting a continuance for this  
11 hearing, and I told him at that time that Ms.  
12 Hale, she is a complainant, however, she does not  
13 have a stake in this case.

14           Whenever she filed her complaint, Escambia  
15 County took over that case and takes action  
16 against the license. She is only acting as a  
17 witness on our behalf, and I told her legal  
18 representation that a continuance for that side  
19 could not be granted, because it's actually  
20 Escambia County's action against the contractor.

21           About ten minutes later, I received a phone  
22 call from Mr. Asmar, legal representation for J.W.  
23 Dunnwright and he wanted to know what it would  
24 take to receive a continuance for the hearing,  
25 that the complainant was agreeable, and that the

1 contractor wanted a little bit more time.

2 There's pending litigation between the two  
3 parties and they're trying to come to a resolution  
4 outside of these proceedings. I received a letter  
5 from -- let me pull up what time it was just real  
6 quick -- I received an e-mail from Ms. Hailey  
7 (phonetic) who was the paralegal at 4:44 p.m.,  
8 yesterday, which is after, of course, you know our  
9 business hours, but it is a request, and to put us  
10 on notice that J.W. Dunnwright has legal  
11 representation and that they're requesting a  
12 continuance for this hearing to be moved to next  
13 month.

14 MS. ELLIS-WIGGINS: For this hearing?

15 MS. HAMPTON: For this hearing, probable  
16 cause.

17 And the Hales are here. That's at your  
18 discretion, board. He's requesting a continuance  
19 of the probable cause hearing. He was noticed.  
20 He did receive notice to be here. Everyone  
21 received proper notice.

22 ACTING CHAIRMAN: Yes, ma'am. And the  
23 witnesses are here at this time?

24 MS. HAMPTON: The witnesses on behalf of the  
25 County are here.

1                   ACTING CHAIRMAN: Recommendation from staff?

2                   MS. HAMPTON: Do you have any issue with --

3                   MS. ELLIS-WIGGINS: I don't have any issue.

4                   I believe you could most likely make a  
5                   determination as to whether to move it to  
6                   disciplinary proceeding from hearing the facts.

7                   ACTING CHAIRMAN: Yeah. And my concern is  
8                   we've had people come here and show up.

9                   MS. ELLIS-WIGGINS: Exactly. And the issue  
10                  --

11                  ACTING CHAIRMAN: And sitting here all  
12                  morning.

13                  MS. ELLIS-WIGGINS: The issue for probable  
14                  cause is if there is sufficient facts alleged to  
15                  present a violation. And so this isn't really the  
16                  hearing where you determine a violation. You just  
17                  -- assuming the facts are true, is that a  
18                  violation? That's your mindset.

19                  So you don't really need to hear from the  
20                  complainant even or the contractor, although, I'm  
21                  think -- I'm not suggesting you not hear it. But  
22                  all I'm saying is from a legal perspective, the  
23                  issue is if the facts alleged are true, is there a  
24                  violation?

25                  MS. HAMPTON: And I even questioned --

1 ACTING CHAIRMAN: Can we take a break?

2 MS. HAMPTON: Okay.

3 MS. ELLIS-WIGGINS: Now y'all can't talk  
4 about this on break.

5 ACTING CHAIRMAN: We know. Sunshine.

6 MS. HAMPTON: Recess.

7 ACTING CHAIRMAN: Yes, please.

8 (There was a brief recess.)

9 ACTING CHAIRMAN: We are back at it.

10 MS. HAMPTON: Okay. We were at -- Item 9D  
11 is where we were at. And I spoke with, during  
12 this recess, I spoke with the complainant Ms.  
13 Hale, and she said that she finds no reason that  
14 we should continue this. They are ready to speak  
15 about this case. And I was going tell you that I  
16 explained all this to both legal representation,  
17 and I don't think they clearly understood what we  
18 do.

19 ACTING CHAIRMAN: Out of respect for them  
20 being here, I think we need to continue.

21 MS. HAMPTON: And we can make a  
22 determination to proceed to disciplinary  
23 regardless of whether the contractor is here or  
24 not.

25 ACTING CHAIRMAN: Let's move forward.

1 MS. HAMPTON: Mrs. Hale, if you could,  
2 please come to the front and state your name and  
3 address for the record and be sworn in.

4 ACTING CHAIRMAN: Do we hear from Deb?

5 MS. HAMPTON: Oh, I'm sorry. Do you want to  
6 hear from Deb or do you want to hear from the  
7 homeowner first?

8 I was jumping the gun, Deb. I'm sorry.  
9 It's getting late in the morning.

10 MS. ASPLUND: Okay. Mrs. Hale is the owner  
11 of another house that was damaged in the tornado.  
12 They have been out of the house for over like 14  
13 months now.

14 The contractor was awarded to J.W.  
15 Dunnwright. Half was paid to the contractor. The  
16 job has sat for quite a while. Even though the  
17 roof, there's issues with the roof repair, they  
18 were supposed to be done by a certain time. Their  
19 insurance company paid for an alternative housing  
20 up through December. Since that time, they've had  
21 to pay out of pocket for their housing and they're  
22 still not back in their own home.

23 And Mr. Rob handled quite a bit of  
24 information, too, about payments being the reason  
25 that the job didn't move forward, and he reports



1           having spent \$97,000 on the project when having  
2           only received 57,000, and that that's the reason  
3           that the job is not moving forward. Anyway, he's  
4           not here, but Mrs. Hale is.

5           Do you guys have any questions before I  
6           exit?

7           ACTING CHAIRMAN: Not yet.

8           MS. ASPLUND: Okay.

9           MRS. HALE: Good morning.

10          I'm going to be quick and succinct, because  
11          it's fairly easy.

12          ACTING CHAIRMAN: Okay.

13          MRS. HALE: We paid them about \$15,000 at  
14          the start of the job.

15          MS. HAMPTON: Please state your name and be  
16          sworn.

17          MRS. HALE: Oops, I'm sorry. Lisa Hale,  
18          7775 LeJeune, it's 32514.

19          (Lisa Hale was duly sworn.)

20          MRS. HALE: We entered into the contract  
21          with them 3/29/2016. They informed the bank that  
22          they would be done with the job by October and  
23          they gave the scope of work to the bank. They  
24          told the insurance company the job continued to  
25          drag on and on and on.

1           They came in. They did the roofing. As  
2           stated by other people, we had very little rain.  
3           The first rain that we had, all three roofs  
4           failed, so we had rain water running through the  
5           entire house. By that point, we already had the  
6           walls done, so the rain continued to pool through  
7           all of the walls.

8           They've rebuilt one of the walls in the  
9           house and the rain came through that new wall that  
10          they rebuilt. The bank did an inspection. The  
11          inspection was done on 1/27/2017, because  
12          Dunnwright was asking for more money and the bank  
13          was not willing to give money with the condition  
14          that the house was still in.

15          So the bank came. They did an inspection.  
16          It was 55 percent complete. And at that point in  
17          time, J.W. Dunnwright said that they would do no  
18          further work because they felt that they were at  
19          85 percent complete and the bank needed to give  
20          them more money for 85 percent completion, and  
21          without any further money, they were not going to  
22          be able to do anymore work.

23          So all work had stopped by that point. They  
24          have not been on the job site. The only thing  
25          that they came back to do was to do some work on

1 the roof to fix some of those leaks. They did not  
2 complete the roof work. We have a big blue tarp  
3 on our roof still currently.

4 They did some work on our swimming pool,  
5 which was within the scope of work. We were  
6 supposed to have a new swimming pool replacement,  
7 new coping, because our coping was no longer  
8 coping that they sold. We came home to find them  
9 scraping our old coping, the swimming pool liner  
10 that they replaced was already falling out.

11 We have no siding on our house. We have no  
12 front porch. Our windows haven't been replaced.  
13 Our gutters are not repaired. Our garage door  
14 hasn't been fixed. We have no kitchen, no  
15 appliances, the cabinets have been replaced. They  
16 have no handles, we have no sink. We are at 55  
17 percent completion on our house isn't done.

18 It's been 14 months, a year and three  
19 months. As of December, we had no housing, so  
20 we've been relying on other people, our family.  
21 We have two children. We don't have a house that  
22 I pay a mortgage every single month to the tune of  
23 \$1,200 and I don't have a house. That's it.

24 I have no home. We are homeless. But I pay  
25 mortgage and I pay insurance, but I have no home.

1           It's grossly negligent. I mean, that's it.  
2           That's all I can say. So that's it, easy in and  
3           easy out. I tried to terminate them, they've sued  
4           us and put a lien on our house. They're suing us.

5           ACTING CHAIRMAN: Who signed off on the  
6           financing? Did the bank or did y'all?

7           MRS. HALE: Yes. The bank gave them initial  
8           money when we signed the contract, they gave them  
9           the initial funding. And like I say, because no  
10          work was getting done, they refused to give them  
11          anymore funding. And because the work that was  
12          done, was so grossly inept, they refused to give  
13          anymore.

14          Our house isn't even -- it's not even --  
15          there's no siding. Our house is still getting  
16          weather in it. Every time it rains, there is  
17          water getting into our house, it has no siding,  
18          it's not even weatherproof at this point.

19          It's been a year. I mean, that was  
20          February. March we went into the contract with  
21          them. We are over a year now and we don't have  
22          siding on our house. We gave them \$58,000.

23          So it's really that simple. That's our  
24          case. It's really that simple. We are homeless.  
25          We have actually went and purchased a foreclosure

1 house that we had managed to strip out the studs  
2 and remodel in a month-and-a-half, we did it.

3 My husband is a heating and air conditioning  
4 contractor. They haven't even paid him and he  
5 installed a \$14,000 and they haven't paid him yet.  
6 So that's where we're at. They haven't paid other  
7 contractors, yet they've liened our house and  
8 they're suing us for 85 percent completion.

9 We have the bank statements that says 55  
10 percent, but they're suing us. That is our legal  
11 system. So that is it. Thank you.

12 MS. HAMPTON: I will remind you that J.W.  
13 Dunnwright is State certified, so we are limited  
14 in our action that we can take against them. You  
15 can recommend to the building official, or he can  
16 take it upon his own authority.

17 MS. ELLIS-WIGGINS: I don't think they can  
18 recommend, but I know that Mr. Tolbert can act on  
19 his own initiative.

20 MS. HAMPTON: Right.

21 ACTING CHAIRMAN: You're saying what  
22 statutes or sections we're going to be taking on?

23 MS. HAMPTON: That's what we need to  
24 determine.

25 ACTING CHAIRMAN: Is there anything that

1 we're not?

2 MS. HAMPTON: Correct.

3 ACTING CHAIRMAN: It seems like this is the  
4 full gamut.

5 MR. TOLBERT: I would be more apt to not  
6 make that decision administratively, because it  
7 sounds like there's a dispute on a draw schedule,  
8 possibly, from a construction loan.

9 ACTING CHAIRMAN: Right. And there's all --  
10 I'm coming from the banking side, there's all  
11 sorts of issues that come up with that that may be  
12 recourses, or not recourse.

13 Yeah. I agree with you, let's see what if  
14 y'all could give us the checklist of the statutes,  
15 please, then we'll address in mass.

16 MS. HAMPTON: Okay. We have Section  
17 18-37(d)(13), misconduct or incompetency in the  
18 practice of contracting, per Florida Statute  
19 489.129.(1)(m); Section 18-37(b)(10), abandonment  
20 per Florida Statute 489.129.(1)(j); Section  
21 18-37(c)(6), financial mismanagement or misconduct  
22 in the practice of contracting that causes  
23 financial harm to a customer; Section  
24 18-37(c)(12), violation of any provision of this  
25 article. We're going to Section 18-37(d)(3),

1                   violating any part of Florida Statutes, Chapter  
2                   455. And I think that's all we've got for you.

3                   Yes, sir?

4                   MR. WHITE: I would like to have a copy of  
5                   the draw schedule from the bank for the next  
6                   meeting, so maybe we can figure out what has been  
7                   done and what hasn't been done, we can come up  
8                   with a 55 percent or whatever it is. It's not 78  
9                   percent with no outside walls on the house.

10                  MR. MAGEE: Well, the roof leaking, they've  
11                  got new kitchen cabinets.

12                  MRS. HALE: We have a big beautiful blue  
13                  tarp on a brand new roof.

14                  MS. ELLIS-WIGGINS: That was an excellent  
15                  question. I'm glad you brought that up, because  
16                  going forward with the probable cause hearing and  
17                  the disciplinary hearing, it's incumbent on the  
18                  board to let the staff, including me, know what  
19                  kind of evidence you're interested in hearing or  
20                  seeing prior to the disciplinary hearing.

21                  And so we have one request. I think Deb may  
22                  have been otherwise predisposed, but we have one  
23                  request for the draw schedule from the lender.  
24                  And so if there's any other kind of evidence that  
25                  you would like to hear or see that we can gather

1 for you prior to disciplinary hearing, let us  
2 know.

3 ACTING CHAIRMAN: I don't know if the bank  
4 inspector who came up with that inspection would  
5 be something that's appropriate or not, but that's  
6 a consideration.

7 MS. HAMPTON: We can reach out to him.

8 MR. WHITE: He's the one that made that  
9 determination, right?

10 ACTING CHAIRMAN: Right. He's the one that  
11 made the determination of the percentage.

12 MR. WHITE: Right.

13 ACTING CHAIRMAN: Now, I guess we can go  
14 ahead and get a motion. We can have discussion.  
15 If anybody has a motion for the statute as  
16 recommended to be taken forward to disciplinary  
17 hearing?

18 MR. SCHWARTZ: So moved.

19 MR. WHITE: Second.

20 ACTING CHAIRMAN: All right.

21 MR. WHITE: I was going to ask, too, what  
22 about a copy of all the subcontractor agreements  
23 for this job?

24 MR. TOLBERT: Well, the City of Pensacola  
25 is...



1 MS. HAMPTON: This project is located within  
2 the city limits.

3 ACTING CHAIRMAN: Just a quick question and  
4 then we'll take a vote. Recourse for us is still  
5 just limited to permitting, right?

6 MS. HAMPTON: It's limited to his permitting  
7 in Escambia County.

8 ACTING CHAIRMAN: Okay. Anymore discussion?  
9 (No response.)

10 ACTING CHAIRMAN: Hearing none, all in  
11 favor?

12 (Board members collectively say aye.)

13 ACTING CHAIRMAN: Any opposed?

14 (None.)

15 ACTING CHAIRMAN: Passes.

16 Any further issues to come before the board?

17 MS. HAMPTON: No, sir, Mr. Chairman. I just  
18 want to put that reminder out there for the guys  
19 if they are seeking reappointment, to get those  
20 resumes to me, please, as quickly as possible.

21 ACTING CHAIRMAN: Hearing nothing else, move  
22 to adjourn?

23 MR. SCHWARTZ: So moved.

24 MR. WHITE: Second.

25 ACTING CHAIRMAN: We're adjourned.

CERTIFICATE OF REPORTER

STATE OF FLORIDA

COUNTY OF ESCAMBIA

I, LETA P. WOOLARD, CCR, do hereby certify that I was authorized to and did stenographically record the foregoing pages of the Contractor Competency Board proceeding, and that this transcript is a true and complete record of my stenographic shorthand notes.

I further certify that I am not a relative, employee, attorney, or counsel of any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action.

Dated this 31st day of May, 2017.

\_\_\_\_\_  
LETA P. WOOLARD, CERTIFIED COURT REPORTER

***LETA P. WOOLARD, CERTIFIED COURT REPORTER***