

MINUTES
Contractors' Examining Board
Tuesday, January 29, 2008
9:30AM
Marathon Government Center
2798 Overseas Hwy., 2ND Floor, E.O.C. Rm., Marathon, Florida
Steve R Henson , Chairman

Present for roll call at 9:45 a.m. were Steve R Henson, Chairman, William F Kelly, Vice Chairman, Peggy Bankester, Joseph Vetric, Edward Werling, Joseph Paskalik, Building Official, Nat Cassel, Assistant County Attorney, and Lisette Cutie, Coordinator.

Charles E Miller arrived at 11:21am. Departed at 2:04pm

William F Kelly Departed at 11:21am –Arrived at 2:00pm

Not required to attend today's hearing was Frank Toppino, Alternate.

Counsel swore in all parties involved.

HEAR ANY PERSON WISHING TO COME BEFORE THE BOARD

9:49am

Joseph Michael Hernandez addressed the board. Mr. Hernandez came before the board in reference to his part in the Mr. Belitz case #CE07080002 & Mr. Hilton's case #CE07080008, which has been rescheduled for the March 25th hearing.

HERNANDEZ: I had got hired by Mr. Hilton to work at 411 Collins Ave house and it was just to do pretty much yard work, pressure clean the, get the house tidied up there. Next thing I know, Jeff Belitz, my neighbor was coming there to do the stucco job, and I was informed by Mr. Hilton to go ahead and give him a hand in helping do the stucco job, so there is where I kind of lost who I was working for at the time. I don't know if I was working for Mr. Hilton or Jeff Belitz, you know I was lost. I guess I was kind of working for both of the guy's as Mr. Hilton would be the contractor and Jeff would be the stucco, still I was trying to figure out how I was going to get paid. We had broken windows and there was stuff missing from the house while we were there at the job sight and I guess everything started getting pointed into Jeff's direction, I can't honestly say that I know that Jeff did it or did not do that, I am not sure what was going on there. An argument had broke out maybe 5 or 6 days after being at that house and doing the job, they got onto a big argument to where Mr. Hilton had threatened to kill him pretty much so the sheriff department came and we had got forced of the job. After that argument, I had seen Mr. Hilton actually that day when the police were there and he had told me that if I had any problems trying to get my money that he would pay me, and Mr. Hilton has never paid me. Jeff Belitz had given me \$200.00 for close to 50 or 52 hours of work that I had done. I was supposed to be paid pretty much \$700.00 to \$750.00 dollars anywhere in there for that job and I have never seen the

money for it. I have seen Mr. Hilton on different occasions and talked to him. I know both of them pretty well they are both pretty good guys, I am just trying to resolve getting paid for last July and this is the only thing that I can think of to do is come here and I was told and asked to come here too, for my benefit and Jeff's benefit.

KELLY: Mr. Chairman, I have a few questions.

HENSON: Yes Mr. Kelly..

KELLY: You stated that when you first started working there, you weren't quite sure who was paying you, Mr. Hilton or Mr. Belitz, but you worked close to 50, 52 hours or 5 to 6 days anytime in that time period did you ever get figured out who was paying you?

HERNANDEZ: Honestly no sir, because when we had started the job like the first few days, I had actually worked almost 10, 11 hours, you know, I would go there 5,6 hours to help Jeff. Mr. Hilton had already paid me for the pressure-cleaning job and the tiding of the yard, he had already paid me for that. The thing that's kind of screwy about this sir is, I am a friend of Jeff, Jeff is a friend of Dave Hilton, I also know Dave Hilton, so really its like 3 friends of that had gone to go help Mr. Hilton. Its really like 2 friends to go help Mr. Hilton and I kind of got lost on that whole, I'm sure I'm probably loosing you right now, I'm kind of lost as to who I'm supposed to be getting paid for from that job.

KELLY: Were you present when the argument started between these two gentlemen.

HERNANDEZ: I was in the house as they started, the argument was a bout broken windows, and next thing I know Jeff is gone, I guess he had gone to Mr. Hilton's house which is right down the street in Key Largo. They had both come back and I heard them yelling and screaming outside, so when I went outside all I saw was these two guys arguing threatening to kill each other and a bunch of craziness and then the sheriffs office came and at that point Mr. Hilton had told me if I had any problems, he would pay me the money. That was the last time I touched base with that, I tried to contact Mr. Hilton a few times to talk to him and he just told me "I don't owe you anything, you have to talk to Jeff"

KELLY: Do you recall what time in the day, was this like in the afternoon, near the end of the day, first thing in the morning?

HERNANDEZ: No, this was first thing in the morning I believe, this was like at 8:30, 9:00 in the morning somewhere in there, more touching like 9:00 I would say.

KELLY: No other questions Mr. Chairman

HENSON: Anyone else from the board has any questions for Mr. Hernandez?

BANKESTER: I do, I guess I would like your opinion because you are the person involved, but who did you think from the beginning was going to pay you?

HERNANDEZ: Honestly, I was thinking Mr. Hilton was going to pay me..

KELLY: I was kind of in that thought too, when he's already stated that he did already get paid by Mr. Hilton for the pressure cleaning work, and if he was working there already I can see that assumption coming around for the next phase of work I would be doing.

BANKESTER: Does he ask you to work on.....

HERNANDEZ: He had asked me to do the pressure cleaning job and the tidying up the yard, when I was done with that when Jeff had shown up to do the stucco work, then Mr. Hilton had told me to go ahead and insist on helping him and then I was like, well who's going to pay me, I was already working for you but now I am being told to help him, I was kind of lost. I didn't want to go any further with it, I mean like I said I tried to contact Mr. Hilton a few times and Jeff gave me \$200.00 out of his pocket, he didn't get anything out of anything and I just didn't wasn't to bother anymore. It was more of a headache to try to get \$750.00 than you know, I just didn't want to deal with it honestly..

KELLY: \$750.00, that's minus the \$250.00 or plus the \$200.00 that your are said you've been paid.

HERNANDEZ: Well I would say, you know I would be happy with \$500.00. If I could get \$500.00 from either one of those guys for doing that work, I would be satisfied, because Jeff already gave me the \$200.00 out of his pocket which he didn't have to do and I would subtract that from the \$750.00.

KELLY: So the we should say that you are still owed \$550.00 dollars.

PASKALIK: Mr. Chairman, I would just like to know what this gentleman did on the job for the record.

HENSON: Please explain exactly what you did from start to finish no matter whom you worked for.

HERNANDEZ: Ok, it was pretty much deep pressure cleaning which was taking the paint off, scrubbing it down making sure that any particles or any type of dirt dust, bugs was off the building, doing yard work, cutting branches , trees, any type of bushes. Anything that was in the way of the windows that they didn't want there anymore, clearing that out. Clearing out the back, weed eating. Stucco, would be mixing the mud, giving to Jeff, handing it to him, helping him move around on the scaffolds, cleaning the ceilings, scrubbing them down, making sure that soap and everything was off there too before we put the stucco cement down and that would be about it for what I was doing there

HENSON: You don't hold any construction licenses in Monroe County.

HERNANDEZ: No sir, I do not.

HENSON: What's your normal job?

HERNANDEZ: I mean I was hired just to be a laborer, I mean that's what I do, be a labor for a day, help for the week, I am also an EMT in Key Largo Florida, I was just doing this to help these two guys out as a friend.

HENSON: I mean your day-to-day job is what?

HERNANDEZ: Pretty much EMT sir, is what I do in Key Largo. I'm training right now for that right now, I have been doing that. Like I said I was just helping these two guys out as a friend, they needed some help, they asked me if I had spare time, and I told them yes and I would help them and I pretty much got screwed up.

WERLING: Is the job complete, the stucco job that you?

HERNANDEZ: No, actually, we were getting towards the end of that; we had maybe 2 or 3 days left there at that job and...

WERLING: That's when the argument started?

HERNANDEZ: Yes sir.

HENSON: Any other questions from the board?

KELLY: No

HENSON: Thank you sir, appreciate it..

9:59am

Jeff Deluca addressed the board in reference to landscaping license.

DELUCA: Sir, I have an application in for my landscaping certification for Monroe County and also I have an introduction letter if I can pass one to the board. This is my second time in front of the board, I was back here in October and I applied for my excavating and grading competency and I was granted that by the board and I find that I also need the landscaping competency to perform my trade. My experience is mostly Palm Beach County where I was licensed and that all fell under the same business tax license, it wasn't required certification or competency in Palm Beach County and Odalys has documentation regarding that. What I am asking for is the dual competency and I would kind of like to lobby the board. Is it possible to have the, are these certificates require 2 licensing or can they be combined?

HENSON: I don't think so, not to my knowledge, Joe, you have any comment on that, landscaping is a separate specialty from grading and paving.

JOE: Right, totally separate license.

DELUCA: Yes my grading and excavation doesn't include paving its more where I can, excavating, grading, grubbing, land clearing, so basically under that certification I could scape the land but I couldn't plant trees, put sod. I have there about 2 decades of experience for both trades and I documented that with licensing, I just wanted to be here for the board incase you have any questions, I guess you have my application in front of you.

HENSON: Unfortunately, we haven't had a chance to really go through this so we will take that under advisement but 1 question I have for you, do you specifically have experience letter here from someone in the landscaping business?

DELUCA: I have been self-employed for 20 years, I owned a nursery, landscaping, I had million dollar contracts with United Technologies in Palm Beach County.

HENSON: Do you have proof of that in here?

DELUCA: It's all stated there in a notarized letter of reference and experience.

HENSON: We won't be able to tell you right now but it will be determine that before the end of the day.

DELUCA: Ok, I will be checking with Odalys then.

HENSON: That will be fine, thank you sir.

10:04 am

1. Beaty, Chris E

NOTICE OF APPELLATE

Code Enforcement Citation No.: CE07070034

6-66(8)(a)- Aiding and Abetting unlicensed contractor.

Tom Kir, Code Enforcement Inspector

Rhonda Norman for Inspector Kir presented case.

Motion by Joseph Vetrick and second by Edward Werling to *DENY APPEAL* based on testimony.

Roll call was taken with the following results:

Henson- Yes

Kelly- Yes

Bankester- Yes

Werling- Yes

Vetrick- Yes

(5 yes)

Motion carried unanimously.

(\$500.00 FINE STANDS- MUST BE PAID)

10:20 am

5. Peltier, Thomas J

NOTICE OF APPELLATE

Code Enforcement Citation No.: CE07070031

6-25- Unlicensed Contracting

Tom Kir, Code Enforcement Inspector

Rhonda Norman for Inspector Kir presented case.

Motion by Edward Werling and second by William Kelly to *DENY APPEAL* based on testimony.

Roll call was taken with the following results:

Henson- Yes

Kelly- Yes

Bankester- Yes

Werling- Yes

Vetrick- Yes

(5 yes)

Motion carried unanimously.

(\$500.00 FINE STANDS- MUST BE PAID)

10:31 am

4. Jordan, Randolph G CCC058066

NOTICE TO APPEAR

Code Enforcement Citation No.: CE07090060

6-39(g)(1)-Permit expired without required inspections

Katherine Windsor, Code Enforcement Inspector presented case.

Motion by William Kelly and second by Edward Werling to find *NOT IN VIOLATION*.

Roll call was taken with the following results:

Henson- Yes

Kelly- Yes

Bankester- Yes

Werling- Yes

Vetric- NO

(4-YES) (1-NO)

10:53 am

AGENDA ITEMS:

Case #2 Belitz, Jeffrey Nicholas –NOTICE OF APPELLATE- **Rescheduled** to March 25, 2008
CEB Meeting.

Case #3 Hilton, David- NOTICE TO APPEAR- **Rescheduled** to March 25, 2008
CEB Meeting.

Case #7 Stevenson, Wilson-NOTICE OF APPELLATE-Continued to March 25, 2008
CEB Meeting. Everyone involved to be subpoenaed.

REPORT FROM JOSEPH PASKALIK , BUILDING OFFICIAL

Joe Paskalik- Revenues from permit fees cannot be used for any other purpose than enforcing the Florida Building Code. Request to separate funds into separate account was honored and now revenues are now separate from that of Growth Management, providing enough revenues to continue with existing staff and operation.

December Minutes : Motion by William Kelly and Second by Edward Werling to ***APPROVE DECEMBER MINUTES***. Unanimous Vote-Yes

11:21 am William Kelly-Departed
11:21 am Charles Miller-Arrived

Joe Paskalik- Fees may have to be increased if expenses are found to exceed revenues.

Henson- Where do Impact fees go?

Joe Paskalik- Separate issue that goes towards different funds like road and bridges, libraries, police, parks and rec's. Permit fees are separate from that. Planning and Environmental resources increased their fees recently to cover staff time towards services being used, such as development review committee, Letter of current sight conditions etc.

REPORTS FROM ASSISTANT COUNTY ATTORNEY:

Nat Cassel-

- 1) Lindback vs Monroe County Suit has been filed however, County has not been served. It's been a good while and at some point and time the Clerk of the Courts will dismiss the case unless the County is Served so we will wait
- 2) Board member terms are due to expire for Mr. Vetrick, Ms. Bankester, and Mr. Toppino (alternate). Recommendations are to be made by the Board.
- 3) MCC Section 6-56 Definition and 6-59 are to be amended as they have similar language. The consensus of the board is that everyone on the specialty list must have a minimum of 2 years experience and they are *not* to be excused even if they get a 70% on the administrative test
- 4) If someone requests a license that we do not offer on the specialty list, they are to come before the board with all the proper documents for approval. Language will be included to mention that they could come before the board for approval if they the category is not on the list.
- 5) Draft of the ordinance to be provided to all Board Members for review and any questions or concerns to be discussed at next Board Meeting.

11:36am

Rudy Krauss- President of the Contractors Association -Addressed the board

KRAUSE-Basically I wanted to talk to about one of the cases, but I wanted to mention before I get started I wanted to thank Lisette and Odalys, they have been very helpful in sending me and also Murray all the information, all the CEB, board meetings, the agenda and the minutes afterwards. I just wanted to recognize them and tell them thank you, they are very helpful, they are doing a great job.. On the Chris Beaty case, he was up here explaining the situation and you did give him a fine of 10% or

HENSON: That was the after the fact fee.

KRAUSE: Correct, now that was before he got a permit, he was cited for work without a permit. What he did afterwards was, he hired an unlicensed contractor, this is by his own testimony and paid an unlicensed contractor to do work after he picked up the permit. Does the board by his testimony, can the board issue another citation is my question?

HENSON: Well he had a \$500.00 fee that he had to pay too on top of that.

KRAUSE: Or 10% right?

HENSON: No.

PASKALIK: Mr chairman, I believe when he was making that statement he mentioned that he used them as laborers he did make that statement and laborers as long as the owner was paying them and paying workers comp and whatever else, and I'm not sure what he was paying but as long as he was doing that he can hire laborers.

HENSON: And he did pay and after the fact of 10% of the value which was about \$1800 and something dollars and we also did not rescind the fine of \$500.00 on top of that. Two separate issues a fine and an after the fact permit fee of 10%.

KRAUSE: I realize that and I think it was a good call, but my next question is, because he paid an employee even if it said a laborer, what, does the board have any recourse on seeing if he paid workman's comp liability insurance, I mean I don't know how that works, I guess that is my question.

BANKESTER: My guess would be, if something is revealed that code enforcement could go look into it and re-it would become another case and it would be brought before us, because that's happened too, like this person was revealed who the worker was and they revealed their name, code will now investigate that, put a case together if it is and present it, so..

KRAUSE: Yes but he admitted to paying salary to the other person that was in here so what I'm wondering is how much jurisdiction does the board have to see if he paid workman's comp and liability insurance and what is the recourse for something like that.

WERLING: Rudy I'm not sure, I don't think we could bring anybody up, we can only here the case.

HENSON: We can make recommendations.

MILLER: Couldn't we request code enforcement to investigate something that has been brought forth in a testimony, and it seems like in years past, that we did charge people with the a violation due to the testimony that they gave standing right there in front of us, I mean something that was in addition to the code enforcement case, you know, if they incriminated themselves with their testimony, I believe that has happened, back when I was a young man.

HENSON: Yes , I think we can make a recommendation to investigate based on testimony, cause its sworn testimony. My feeling at that time was, we kind of beat him up pretty bad already, I didn't know that we wanted to dig any deeper, but you are probably right, we could have told him, go dig to see if he had his workman's comp on him.

KRAUSE: Well I understand the fine was high and you stayed with the fine, which was great and I'm glad you made that decision, but again you know as well as I do that when you get somebody that is unlicensed and you don't pay them workman's comp \$1800 is a very small fine to pay for the money you save by not having a licensed contractor in their.

HENSON: I feel your pain, thank you Rudy.

NEW ITEM/STAFF

- 1a. *Engineering I contractor:*** Unanimous vote (yes) that irrigation can be included in the Scope of work of the Engineering I contractor.
- 2b. *Underground (utility) construction:*** Counsel to move forward with new license equivalent to the underground (utility) construction license.
- 2c. *Victor Harris investigation:*** Counsel to look into what could be done with repeated violators.

11:56 am- Break For Lunch

2:00-Resume –Roll Call

2:01p.m.

Contractor’s Board Members who’s term is due to expire. Recommendations to the BOCC as follows:

Peggy Bankester: Motion by Mr. Vetrick and 2nd by Mr. Werling to recommend to the BOCC that we retain Peggy Bankester for another 3year term.

Joseph Vetrick: Motion by Mr. Werling and 2nd by Ms. Bankester to recommend to the BOCC that we retain Joseph Vetrick for another 3year term.

Frank Toppino:: Motion by Mr. Werling and 2nd by Ms. Bankester to recommend to the BOCC that we retain Mr. Frank Toppino as Alternate for another 3year term.

2:05p.m.

Add on Item- Marine Construction Contractor License-Murray Shatt addressed the Board. SHATT-My Just wanted to let you know, I’m Murray Shatt with Lifetime Dock and Lumber is my business but I’m the Southeastern Regional Director of the Statewide Florida Marine Contractors Association and also the Vice President of the local Florida Keys Contractors Association. Right now the Florida Marine Contractors Association, the State just recently approved a State Certified Marine Contractors License that will be just like the Building Contractor or General Contractor. All the things they can do are stated in the scope of the license. Myself and 14 other people are going to be writing the test questions for the test, the State hired Professional Testing out of Orlando to write the test and we of course from all over the state, we need people from all over different areas because this kind of license requires different ??? inaudible”, and incidentally we get CEU hours for that , it’s a little plus on our building contractors or whatever kind of license, and the first reason for having a license according to the state definition is to do no harm, that’s the reason that you license people, to protect the public from anybody doing any harm which is the whole reason for having the licenses. The boat lifts require pile driving experience for one thing for when you put the four post boat lifts in so they should have knowledge of that, I think I agree to what you said earlier, its going to be very difficult to separate boatlifts out, now the davits you could because some kind of contractor has to build the concrete seawall or base and then all you are really doing is bolting on the metal parts, and I have personally seen several of the elevator boat lifts pull docks down into the water, we have a big law suit right now going on in Marathon where a contractor put a couple of boat lifts in and the guy lifted his boat and the whole concrete wall came down, so you get these people that are just bolting on things and not understanding the construction part of the business, I’ve even seen on davits, they will bolt the davit on to a wood piling and the piling will snap off because they didn’t bolt it on a thick enough piling, there’s the boat lift and davit manufacturer’s want to sell product, they will sell it to anybody whether you are a marine contractor or a homeowner, you can go to the boat show and buy a boatlift. To be continued due to time certain case..

8. Coldren, Jeffrey D CCC046930
Sunshine Quality Roofing, Inc
NOTICE TO APPEAR

Code Enforcement Citation No.: CE07100206
6-66(8)(a) -Aiding and Abetting
6-66(10)- Working without benefit of a permit
6-66(5)- No Workman's Comp

Katherine Windsor, Code Enforcement Inspector presented case.

Motion by Joseph Vetrick and second by Edward Werling to find *IN VIOLATION* of **6-66(8)(a) -Aiding and Abetting**

Roll call was taken with the following results:

Henson- Yes
Kelly- No
Bankester- Yes
Werling- Yes
Vetrick- Yes
(4-YES) (1-NO)

Motion by Joseph Vetrick and second by Steve Henson to find *IN VIOLATION* of **6-66(10) –Working without benefit of a permit.**

Roll call was taken with the following results:

Henson- Yes
Kelly- No
Bankester- No
Werling- Yes
Vetrick- Yes
(3-YES) (2-NO)

Motion by Steve Henson and second by Joseph Vetrick to find *NOT IN VIOLATION* of **6-66(5) –No workman's comp Insurance.**

Roll call was taken with the following results:

Henson- Yes
Kelly- Yes
Bankester- Yes
Werling- Yes
Vetrick- Yes
Unanimous vote-Yes

PENALTY PHASE:

Motion by William Kelly and second by Edward Werling recommending *NO FURTHER ACTION* to the state.

Roll call was taken with the following results:

Henson- Yes
Kelly- Yes
Bankester- Yes
Werling- Yes
Vetrick- No
(4-YES) (1-NO)

3:39pm Time Certain Case

**Armand Messina
Plaintiff**

Vs

**Jeffrey D Coldren CCC046930
Sunshine Quality Roofing, Inc**

Attorney Mr. Steve WILLIAMS for Mr. Armand Messina addressed the Board

WILLIAMS-Good afternoon, I've never appeared before you. My name is Steve Williams and I am an attorney here in Marathon with the firm Cunningham, Miller & Williams. I've been Mr. Messina's counsel for some time now. I will not belabor you or have Armand testify to everything we just spent the last hour and a half discussing as Mr. Coldren stated, this is the exact same situation again, except the homeowner is Mr. Messina, the only difference is that Mr. Messina has paid \$3,500 in this case instead of the \$6,500 and that is money that has not been returned to him and the roof has not been fixed. Other than that, your facts are the same and I would like to make this extremely clear to the Board Members who had difficulty with it before. Our problem here is a problem of convenience and deception. When convenient for Sunshine Quality Roofing Inc/Services, Mr. Daniels is an employee and a worker and belongs to the company. When its not convenient, he's not. And that's what we've seen a pattern of through their letter head, through their checks, through their trucks, through their phone numbers, that's the situation you have. And the deception comes in when someone calls in with a delay or a problem or otherwise then you get the response "he doesn't work for us". That's what's going on here and that's what's been going on here for years and just because he's been doing it for years doesn't make its right it means he finally got caught. If you finally get caught doing 70 miles an hr you are still breaking the same rules. That's what we got here, the guy is driving around a very small island with a company truck with a different phone number on it than Steven Daniels phone number and he's accepting personal checks, its not complicated I mean its not worth anymore time or attention than that. I will have Mr. Messina testify to you in terms of what happened, who appeared, who got the check so you can make your case since he is listed as the Plaintiff and well go from there..

WILLIAMS: Mr. Messina, for the record, where do you reside?

MESSINA: 1981 Cocoplum Dr

WILLIAMS: And at some point during the calendar year 2007 did you enlist the services of Sunshine Quality Roofing "something"?

MESSINA: Yes

WILLIAMS: And which one did you believe you had hired.

MESSINA: Sunshine Quality Roofing.

WILLIAMS: Inc, Systems, who did you think you had hired.

MESSINA: I believe we hired Steven M Daniels, a licensed roofing contractor for Sunshine Quality Roofing.

WILLIAMS: Did he come to your house and perform any work?

MESSINA: Yes he did.

WILLIAMS: What did he do?

MESSINA: He supposedly dried in the roof to apply a new roof.

WILLIAMS: Was that accomplished?

MESSINA: No it was not.

WILLIAMS: Do you still have a hole in your roof?

MESSINA: We have about \$50,000 worth of damage done to the house. It was dried in incorrectly, it rained and it destroyed my house.

WILLIAMS: What happened when you attempted to correct the problem?

MESSINA: I never heard from him, called him back, I went and talked to the qualifier Jeff about it, we've talked several times before this, he was well aware that Steve was working for us. While he was working several comments were made I see Steve is doing the job for you, Ok, whatever, Jeff said well I have to take care of anything Steve screws up, he went out to the job, inspected the job, saw the amount of damage that he had caused and exactly what he had done, said that Steve "he doesn't work for me", I never knew he was out here on a job and he completely backed out all the way through the whole thing, and as a result of that, I didn't know what to do at that point and this is why were here now, I'm trying to find out who did my job.

WILLIAMS: To your knowledge, was there any equipment used in the roofing equipment on your job?

MESSINA: It was brought up at one time, after discussion even with Mr. Coldren and he said, Steve doesn't even own any tools, he uses all of my equipment, he uses my kettle, he uses my break and this goes on constantly. I just don't understand how someone can show up on my job with a Sunshine Quality Roofing contract and this Gentleman has enough to sit there and say I never knew about your job, when it's on his letterhead, and he even states that he prepared the letterhead prepared the statement, using his tools. Driving a truck with his name on it.

HENSON: Did he ever come on your job, "excuse me" I didn't mean to interrupt you but, did he ever come on your job after you contracted with him.

MESSINA: Yes

HENSON: In what capacity, to look at the job?

MESINA: to look at it to see what kind of damage he had caused.

HENSON: Ok, so he came on the job to see what the problems were with the roof and when he saw the extent of the damage, hands off, out of here.

MESSINA: That's it.

HENSON: Why did you make a check out to Steven Daniels instead of the roofing contractor that was on the letterhead?

MESSINA: Mr. Daniels said that If I made it out to him since I was another contractor in town, he would knock off 20% off the bill.

HENSON: Big Mistake.

MESSINA: Yes, I realize that, but the problem that I keep refereeing to right now, Mr. Coldren keeps saying that he knew nothing about this, it was through my efforts that these other 2 jobs he's on charge with now, this job came before the other jobs you just ruled on. He was well aware of what was going on at the time this other job you just ruled on happened. He could have put a stop to these other two jobs, he knew exactly, he could say, oh mine was the first one.

WILLIAMS: What Mr. Messina is telling you is if we would have taken these chronologically today, some of the things that you just heard would not have been available to Mr. Coldren because in fact Mr. Messina's case was first and everything that happened in that other job he knew full well of the situation. I realize Mr. Daniels has been summons here, we don't see him

here today, I'm just asking for general knowledge, what recourse is there for someone disobeying a subpoena.

HENSON: Was he subpoenaed Odalys, Mr. Daniels, here today?

ODALYS: Yes sir, he was subpoenaed.

KELLY: Maybe if you told him his check, he could pick it up he would be here.

MAYAN: Well he won't return phone calls and he did not pick up his subpoena.

I would like to state for the record, just for the record on January 18, 2008 I gave Jeff Coldren a courtesy call at 2:14p.m., and I asked him if he could please contact Steve Daniels and ask him to pick up his subpoena that was mailed to him and was notified on January 8th, 2008. He told me that he really cannot make somebody pick up the mail and or come before the board and I said it was in his best interest to try to get this gentleman to pick up his mail and to try to be here today.

HENSON: He never picked it up then; practically he did not receive service.

MAYAN: Well for the County its really last know address and I got his mailing address from the property appraisers of his house on 96th street I believe.

HENSON: So for counsel, legally if we mail it to his last known address even though he does not get it, is that legally a basis to accept it as proper notice?

CASSEL: Yes it is, do we send it just certified or regular and certified?

MAYAN: No, certified.

VETRICK: You can't process or frustrate this program for simply refuse to pick it up, and if you do you are peril. We are now entitled to resolve all issues against it just because he didn't show up.

MAYAN: And actually, for the record, I did send him 2 notices. The first notice I received on January 7th, 2008 for no such number and it went to Steve Daniels 935 96st Ocean, that came back. Then I went ahead and sent out a second notice on the same day January 7th at 417 96st Ocean. Both of those addresses appear on his property record card of the Monroe County.

CASSEL: Did you say 417 96st Ocean.

MAYAN: Yes the first one went to 935 96st Ocean and that one came back as no such number and then the second one the second mailing went to 417 96st Ocean, Marathon.

CASSEL: Just for the record, that last address is on the invoice, which is in titled Steve Daniels d/b/a Sunshine Quality Systems apparently given to AM Electric Mr. Messina's Company on June 15th, 2007.

HENSON: Who is Sunshine Quality Systems, is that a construction licensed company or just a name.

CASSEL: We think it's just a name is that right Odalys?

MAYAN: That is just a name and it's not a registered fictitious name with corporations either, so it's just a fictitious name out there it not even registered.

HENSON: It doesn't have an occupational license or anything.

MAYAN: No, it's not even registered with the corporations.

HENSON: That's why he had to get his check on his personal name, he didn't have an account.

WILLIAMS: Well its an intent to deceive, its an intent to play off the Sunshine Quality Roofing name at the top of the letter head, that's exactly what it is, that why it has a similar name and that's why its never been filed with the secretary of state's office, that's why there is no license under that name and because just as you said the bank wont let him do anything if the check is made out to that it goes to his individual name, I mean its just further in to the deceit then we are dealing with here.

CASSEL: Could I just ask a quick question Mr. Messina, Mr. Messina how did you get a hold of Mr. Daniels in the first place?

MESSINA: Called him.

CASSEL: And how did you get that number?

MESSINA: Called him, it's on the side of his truck.

CASSEL: And it's the same truck that you are talking about.

MESSINA: I'm actually in the construction business, we see Steve all over town, I mean he's on a job every single day working, every single day, no less than 5000 roofs I have seen him on.

CASSEL: And that sign said Sunshine Quality Roofing?

MESSINA: Absolutely.

CASSEL: And did you use the number on that truck?

MESSINA: Yes.

CASSEL: Did you call him before you called Mr. Coldren?

MESSINA: I believe we left some messages and then we ran into Steve, I don't remember the exact chain of events, primarily I was dealing with Steve.

HENSON: Through that number?

MESSINA: That was one of their numbers and then I got Steve's cell phone number.

CASSEL: Which is, do you have his cell phone sir?

MESSINA: It may be on one of these documents I'm not sure.

HENSON: Maybe you can find it before you leave, that would be helpful.

CASSEL: You don't have to search right now but before you leave we would appreciate it.

HENSON: It would help.

MESSINA: By now, I should have it committed to memory to be honest with you.

WILLIAMS: Just a couple of questions to Mr. Messina to keep the record straight is did you pay Mr. Daniels any money?

MESSINA: Yes I did.

WILLIAMS: And is that pursuant to the company Sunshine Quality Systems on the letterhead, the invoice you received on that letterhead? The \$3500.00 you gave him.

MESSINA: The \$3500.00 for Sunshine Quality Roofing

WILLIAMS: Has that money been returned to you?

MESSINA: No, it has not

WILLIAMS: Has it been returned to you by Mr. Daniels personally?

MESSINA: No, it has not

WILLIAMS: Has it been returned to you by Mr. Coldren personally?

MESSINA: No, it has not

WILLIAMS: Has it been returned to by any corporate entity sited through out these facilities.

MESSINA: No, it has not.

WILLIAMS: Did Mr. Daniels finish the job?

MESSINA: No, he did not

WILLIAMS: Did he abandon the project?

MESSINA: Yes he did

WILLIAMS: Did Mr. Coldren come and finish the project in his individual capacity.

MESSINA: No, he did not

WILLIAMS: Did he come and finish it under Shine Quality Roofing's capacity.

MESSINA: No, he did not

WILLIAMS: Were there any misrepresentations made to you regarding this project, in terms of finishing with the project, doing something for a fee, not finishing the project, returning money to you?

MESSINA: Absolutely, everything, I mean nothing was done, the job failed inspection, no attempt whatsoever has been made to correct the problem.

WILLIAMS: I have no further questions, is there anything from the county?

BANKESTER: I have a few questions so I can get it in my head at the top of my mind. When did you sign the contract?

MESSINA: I did not sign the contract.

CASSEL: This was a verbal agreement between you and?

MESSINA: In your documents, you'll see the contacts issued, it was my own fault I did not sign it.

WERLING: There's 2.

MESSINA: There are 2 contracts there, that's correct. He presented me with another one on a separate date.

CASSEL: He being Mr. Daniels?

MESSINA: Yes, and that's the one he said, he goes, if you just make out the check to me you'll see, give me this amount.

HENSON: Daniels said that.

MESSINA: That's correct.

HENSON: So, you know I mean, that's my question, you've got a price here from Sunshine Quality Roofing Inc and they haven't signed it and you haven't signed it, so you have a verbal contract based on representations under this letterhead or you don't have an agreement at all.

CASSEL: Did you have an agreement with him that you understood to be an agreement?

MESSINA: I had what I understood it to be an agreement.

CASSEL: And it was not a written agreement it was a verbal agreement.

MESSINA: It was a semi written, it was not a signed agreement.

CASSEL: Well, was your agreement what was on this proposal?

MESSINA: That's correct.

CASSEL: Even though you didn't sign it.

MESSINA: That's correct.

CASSEL: However, you've got. It looks like here the total job cost was \$15,000, was that your initial understanding?

MESSINA: Somewhere in there, I'm not familiar with the exact bottom line cost. I did not give him any extra money after the initial payment.

CASSEL: And you gave him 1 payment only and that's the \$3500.00

KELLY: Mr. Chairman?

HENSON: Yes, Mr. Kelly?

KELLY: I'm looking at these 2 contacts here and the first one is dated, in my folder that Odalys put together, is dated July 28, 2007 and it was originally for \$15,000, \$7,500 to start and \$7,500 to finish, then I see a second proposal behind this one dated June 11 and the last time I checked the calendar June comes before July and its much lower amount and then I see some numbers drawn in here and I think the one here \$3500 is what the check that Armand Messina said he wrote to Steve Daniels, is that the contract that you finally went with Armand Messina, or was it the, you know we have 2 here and both have different amounts too, one total job for the one that

I just spoke about with the \$3500 on there looking like the deposit was for \$8265 where as the first one was for \$15000.

CASSEL: Mr. Kelly I might can help you with that. There in the letter from Mr.Coldren dated October 16, 2007 in the second paragraph, he said and I quote, and this is Mr.Coldren speaking, not Mr. Daniels, “according to my files on or about June the 11th, 2007, I prepared a written estimate for Mr. Messina to furnish labor and materials to install a new roof. According to the estimate the labor to remove to old roof and make any structural repairs would be complete before Sunshine Roofing would ever take over”. The first proposal in time that you were just asking about is in fact dated June the 11th, 2007 although it is not signed, it apparently is referred to I assume its the same one, we’ll have to ask Mr. Coldren.

WILLIAMS: Again, no dispute with what Mr.Coldren says there.

HENSON: So which one was it, the second one? I mean the first one? June is the one you thought you were working under? And where did we get the second one from and why did we generate a second contract with the same scope as the first one. There’s no change between the first contract and the second contract.

CASSEL: Except the price. The date the price, but they are both on Sunshine Quality Roofing, And they are only a month apart.

HENSON: Were talking about the same job correct? You only have one roof to fix right? Why do you have two contracts?

WILLIAMS: Why not have 3,4,5,6, I mean in terms of the issues before us it doesn’t matter, I mean in terms of whether we have 12 contracts or 32, Mr. Messina’s money has been retained, he had hired what he believed was a licensed contractor to do it, Mr. Daniels showed up to do it and the money is still missing, the job is not fixed, and the job was abandoned, so whether we have 6 revisions to it, 5 revisions to it, whether we have insurance involvement, no insurance involvement, out of pocket, AM Electric as a corporation, Armand Messina as an individual, none of those issues come..

CASSEL: Well they are of real importance to our Board today when they try to fair it out what’s going on here.

HENSON: And understand there is a lot of reasons why we ask the questions, and in my mind we have a large potential that he was aiding and abetting an unlicensed contractor and that’s why I ask the question, it’s a valid question and we just want a simple answer.

MESSINA: To my knowledge, I was hiring a licensed contractor. I can’t hire an unlicensed contractor to have my roof fixed by an insurance company and I made that very clear.

HENSON: So why do you have 2 contracts here a month apart.

MESSINA: You will have to ask Steve Daniels that.

HENSON: You don’t know, you’ve never seen the second one, this is what you are telling me here today?

MESSINA: I don’t recall, I’m just giving you the paperwork that was given me. There may have been a revision made, I can’t say for sure.

KELLY: Mr. Chairman, since we had Jeff here before us with the previous contracts that Odalys gave us copies of, and that code enforcement made a point on that one to highlight *building permit fees included* and on both these contracts in question I see building permits to be supplied by others, who pulled the roofing permits for this job?

MESSINA: This was a hurricane permit issued to me by the City of Marathon.

KELLY: So it was an owner builder permit?

MESSINA: At that time I believe all the permits were owner builder permits cause you never knew who was going to do the job I'm not familiar exactly what the status was with that but, I assume it was under an owner builder.

WILLIAMS: This was a hurricane Wilma damage case.

CASSEL: I just need to ask one question, sir with regard to your check, I cant read the date, I can read June of 07, do you know what date you wrote that check?

MESSINA: I believe it looks like 6/15.

CASSEL: So, 4 days after Mr. Coldren gave you an estimate, which was June the 11th.

MESSINA: That would sound about correct.

CASSEL: Sir, I noticed that there is on that contract, the one we are talking about, about June the 11th, some hand written notes, one of them is \$3500 which seems to match the amount you paid, do you know what these notes are?

MESSINA: Those notes was if I made the check out to Steve Daniels, that was the discount he was going to give me.

KELLY: So he was going to do the whole job for \$7500.

MESSINA: That's correct.

BANKESTER: I'm going to get back to my timeline, I really never got to finish it, can you tell me the approximate date that work began, whether it was the tear off, or whatever, when he reported to your site for the first time to start the work?

MESSINA: I would assume it was probably within days of the check that was issued, that we issued, so I would say that probably 6/12, 6/13 in that area, it was real close to the date the check was issued.

BANKESTER: Ok and when was the last time that he came to your site to do work, the last time that you remember seeing him.

MESSINA: When he pulled all his equipment off the job was approximately 4 to 6 weeks later.

BANKESTER: 4 to 6 weeks later.

HENSON: So the work that was done was done using Sunshine Quality Roofing Equipment.

MESSINA: That's correct.

WILLIAMS: If it would assist counsel, I think on the back page, it looks like the check was cashed, looks like first presented 6/18 and run through final through the second bank on 6/19.

CASSEL: Can I just assume, and you may have said this and I'm sorry, I may have been flipping through papers, you actually gave your check to Mr. Daniels in person you didn't mail it?

MESSINA: Nom that's correct, he was on site when I gave it to him.

KELLY: This check is not a personal check, it's an AM Electric check that you gave to Steve Daniels, is that correct?

MESSINA: Its probably a joint account.

KELLY: So was this a company check from AM Electric?

MESSINA: It was I believe a side account, a high interest account that we set aside for hurricane damage done to the property.

KELLY: So was the check from AM Electric?

MESSINA: I believe, it says AM Electric on it so.

HENSON: Was this an insurance case.

WILLIAMS: Its is my last remaining, unresolved Wilma case, It is still pending with Florida Peninsula Company.

HENSON: Any other questions for counsel or Mr. Messina?

MESSINA: I just want to say one thing, I have no interest in taking anybody's time on all this, we went above and beyond. I realize mistakes were made and all were trying, I went out of my way to get the situation resolved, cause nobody wants to bring another contractor in front of you people and we got absolutely zero cooperation from anybody on this and honestly I just don't know the reason for it, I mean we are more than willing to work with people.

HENSON: Ok, any other questions? Hearing none, we will hear from Mr. Jeffrey Coldren.

COLDREN: Can I sir a five minute break so I could use the rest room?

HENSON: If you want, not a problem.

4:02pm-5 minute break

4:07pm-Resume

COLDREN: Let me start by saying that although I respectfully disagree with the previous finding I am not going to argue the aiding and abetting issue I think that that's been exhausted, I'll move on to that. There was a question about what Steve Daniels phone number was and on the invoice which is Messina vs. Coldren pg.6, it shows Steve Daniels D/B/A Sunshine Quality Systems and it list both his home address and his personal number at the bottom it says upon receipt remit to Steve Daniels 417 96st, so I could provide some clarity here.

HENSON: It appears to me, I guess you cant speak for Steve Daniels, it appears to me this is a temporary roof and I will probably need to talk to Mr. Messina on that, I'll ask that question later, well come back to you Mr. Messina.

COLDREN: I wasn't pointing that out for any other reason than, just pointed it out for the phone number.

HENSON: This is the other invisible company that we are dealing with.

COLDREN: Yes, and to that end, again you've heard me exhaust myself here but I downloaded off the DBPR website a list of half a dozen legal roofing companies with names similar to mine and I have a hard time that people make that leap, he's contracting in the name similar to mine and its inappropriate and it probably borders on illegal, but again that's not my place and again this will never happen again, but anyway I would like to submit a list of the companies that have similar names that aren't mine, you can take it out of the plastic sleeve but there are several pages there. I run into Armand, we worked on the same job sites off and on over many years and I know that Mr. Messina knows that I am the qualifier for Sunshine Quality Roofing. In this case he stood to save considerable money by hiring an unlicensed contractor. I had given him an estimate and candidly I was uncomfortable with a couple of things and I chose not to take the job. Mr. Messina was aware of this, he's used a private inspector and I don't think it's the appropriate venue to talk about why that happened but I just wasn't comfortable with that. He had asked me to pull the permit and his original plans was for him to supply his own labor which is why basically the contract was structured and written the way it was that the tear off was going to be completed by others, that's where the liability is but that's the unskilled labor, he was going to take his own roof off which basically is where the liability is. When you take the roof off its wide open to the elements. I wasn't brought into the loop on this, again I bid jobs, I declined the job, Mr. Messina without my knowledge or consent, it appears contracted with Mr. Daniels, we have a canceled check made out to Mr. Daniels, Mr. Messina I cant hide behind the fact that he was unaware, I don't know if it's a law but I remember when I took my exam in 1989 that you cant contract in a name other than which you are licensed. Mr. Messina knew that, Mr. Messina is also a principal in a general contracting firm as well as an electrical firm. Its convenient for him now that the job went bad to try and bring me into it. I don't know that Mr. Daniels has any insurance and I venture to guess that he doesn't and it certainly makes sense to try to connect me

to his project because he's got damages in his house. I think that's the motive here. Additionally I mean if were splitting hairs, the check came from AM Electric, AM Electric I don't believe can contract a roofing contractor and it has also been alleged that there's been some diversion of funds but if there is any diversion of funds, Mr. Daniels and Mr. Messina co-conspired to take the money that should come to the company but It never did because I wasn't hired. I didn't abandon the job cause I didn't know I had a job, I didn't believe, I think Mr. Messina took an opportunity to try and save some money, he may or may not have broken some codes, again I;m not trying liable myself or say anything discouraging, but the way it looks to me, he was trying to save a few bucks, he hired an unlicensed man to do the job, the job went bad, now he's trying to connect me to it so that he can presumably come after my insurance.

HENSON: Mr. Coldren , If I may interrupt a second, he said that you were well aware that work was being done, that you had come by to that job site?

COLDREN: The first time I came by that job site was when Mr. Messina called me and told me that he couldn't get a hold of Steve and Steve had done his roof. Prior to that I was unaware anything was going on. Mr. Messina's property has got a big, I'm guessing a 5 to 6 foot high gate in the front and there is no way to see on to that property. I had no anything was going on there. I was familiar with Mr. Messina's property because prior to him buying I had done inspections and done estimates for that property before for the previous owners. I hope that helps but you can drive by his house and you cant see anything, you know he's a lucky man, he's got a piece a property that he's got a lot of privacy back there, but I didn't know anything about it, now when he did call me and told me that Steve had screwed his job up, I mean I get called all the time not about Steve but about unlicensed activity where the homeowners end up getting stuck. The City sends people to get red tagged because they've had unlicensed people do the job but they were working on there own home because I think of myself as a good guy, if I can come in a help somebody, straighten out the mess, do whatever we have to do to bring the job into compliance, I do it, that's generally my goal but then Mr. Messina started talking about damages and this was my responsibility and I flat out reject that. I mean the board may find differently but I think if you look at the evidence here, Mr. Messina, who's a principle in a General Contracting firm as well as an Electrical Contractor, knows the law. He didn't make the check out to Sunshine Quality Roofing, he doesn't even have a signed contract with me. Did I bid the job? Absolutely. I've been on that property a dozen times over the last 25 years but between the time that the job commenced and the time that I got called, I knew nothing about the job until he called me up and said, I cant get a hold of Steve, I go well why are you calling me about that, he goes well Steve did my roof, well I will come over there, I will see what I can do to help you out, not to help Steve, again, if someone is doing unlicensed activity, by all means you know. I loose money everyday to unlicensed contractors. I see jobs I bid all the time that are being done by unlicensed contractors.

HENSON: How many employees do you have on your roofing company?

COLDREN: Well, again it varies when I have larger project, the number of employees go up. Right now I have myself and, lets see, 2 other people.

HENSON: How many jobs have you pulled permits for in the last year?

COLDREN: I'm just going to have to take a guess because I don't have the specific number but I'm going to say probably 30.

HENSON: Ok, so you are doing quite a bit of roofing work?

COLDREN: Yes, I do a fare amount. Again most of it is in Marathon. I'm good at permitting, I mean I bought the software to do my own wind load calculations. I've got all the county forms

and every Cities forms programmed into my system and it's a snap for me. Its boiler plate and I'm good at it. There is no reason for me not to pull a permit. An with regard to Mr. Daniels, If I had known Mr. Daniels was doing the job, again we don't see eye to eye on this, but if I'm going to be drug into something, I just assume have every body covered by insurance and the job properly permitted and get the proper inspections, there is no logical reason for me to violate the code. I'm good at it and...

HENSON: Do you basically use that leasing company for your employees, you run them through the leasing company, AMS?

COLDREN: Yes, AMS Staff leasing is an employee, it's a co-employer arrangement. Basically I have sole responsibility for hiring and firing, I fax them a payroll, I mean excuse me, a completed employment application and an employment eligibility verification form with their social security number or whatever, so that's the arrangement, its so easy I fax it in, they are on the payroll within minutes. It's not like I would, its not a challenge. I even got rid of my w/c exemption. The insurance frankly the rate is so low compared to when I started this business, I'm paying .40 cents on the dollar and that includes my burdenry, so for me to draw \$1000.00 a week it cost me \$400.00 that nothing to be legitimate. Frankly if I wanted Steve to be an exempt officer, I could have simply sent the \$50.00 in to the state. I mean Rafael Lopez, I think he is the head guy up there, I've met with him ½ dozen occasions this years,. There's nothing rational here and if you look at the motives here, I think the motive here is, he's got damage to his property that he got from an unlicensed contractor and he's trying to connect me to the job. And you know for him to come to me after the damages and while there is no potential for profit for me, to say well now I have to make good on it, when he knew full well that he was hiring an unlicensed man, again he cant hide behind not being familiar with the law as in the previous case the homeowner probably wasn't aware, I really think the homeowner got duped in the last case. He is absolute victim, in this case I think Mr. Messina is a victim of his own greed, he chose to go the route without hiring someone, because if he hired me he'd have to pay me enough to cover my workman's comp, my liability and my overhead and he stood to gain by not using me and then when things went bad all of a sudden oh I hired Jeff.

WERLING: Which proposal, you said you gave him a proposal.

COLDREN: I did, I gave him a proposal on the 11th.

WERLING: Inaudible...

COLDREN: Yes, I ran into Armand, you know I run into him all over town, but I did see him at the building department in Marathon when it was at about 110th street, they just recently moved, in the original building department, and I saw him on several occasions. And he'd asked me about it, hell, I had all the measurements for the building already on file.

HENSON: Which proposal did you make?

COLDREN: June 11th, and candidly since the text is the same, I wrote the software that generates the proposal and they are boiler plate.

WERLING: Did you see this July 28th one.

COLDREN: Yeah, I did. I saw it when the package came, but I don't know the source of it.

KELLY: It's got the same contract number and everything.

COLDREN: Everything is identical, the thing is, the only reason that the date would change, the computer, when you hit print, it puts the current date in it. That's how the program is set up, I mean obviously it has been reprinted, again does it rise to the level of fraud, I don't know.

WERLING: But it is a different number.

COLDREN: No, both proposals are from my company.

WERLING: No, no, no, what I'm saying is, July 28th is for \$15,000 and June 11th is for \$8,265.

COLDREN: I agree, I don't know where the June 28th proposal came from, I mean I know it came off my computer but I didn't generate it and I didn't give it to him, I mean the work was already done.

WERLING: It's kind of odd that neither one of you can answer that question.

COLDREN: Well the person that needs to answer that question did not show up.

BANKESTER: I have a question about your computer, do you have a secure computer and do you have a password for it.

COLDREN: I mean it's secure in the sense that it's in my home.

BANKESTER: Do you have a password for your computer that before anyone can get in to it they enter a password.

COLDREN: No, I mean I suppose that feature could be added, but I don't have multiple people in my office, and again this is a first for me so..

CASSEL: Mr. Coldren, who lives in your home?

COLDREN: My wife and my two children.

CASSEL: Are they there during the day.

COLDREN: My wife works at the elementary and my two children are in school.

CASSEL: And you don't lock your house.

COLDREN: Generally, no, I haven't, I mean I do now, but I didn't always. It's a small town.

CASSEL: I guess I'm trying to understand, do you believe that somebody came in and reprinted this on July the 28th with changes?

COLDREN: I mean the prices changed but yes I don't have any recollection of regenerating nor do I understand any motive for regenerating it.

CASSEL: Ok, I understand that on June 11th you went out and you gave this estimate dated June 11th to Mr. Messina and then literally 4 days later Mr. Messina made a check out to Mr. Daniels. Do you have any explanation for that?

COLDREN: No

CASSEL: You don't think those things are related in any way?

COLDREN: Oh, they are absolutely related but I.

CASSEL: How do you think they are related in any way?

COLDREN: I believe Mr. Messina who knows Steve Daniels solicited Steve Daniels to do the work, not through the business but on the side if you will, without my knowledge or consent for a discounted price.

CASSEL: And then set you by going out 4 days before calling you and getting you to bring them a June 11th...?

COLDREN: No, there was no um, I don't know the date that the job took place honestly; I totally wasn't involved in the project. I don't remember the exact date that Armand called me but Armand called me and told me he couldn't get a hold of Steve on the cell phone and asked me if I could come by and take a look at his roof.

CASSEL: And that's when you went by on June 11th.

COLDREN: No mam, he was furnished with the estimate around June 11th, I don't know when the job took place and I was called by Mr. Messina I'm going to guess around Mid August.

CASSEL: Let me see if I understand this. When you went, there on June 11th how much work was done?

COLDREN: There was, I did not go there on June 11th. The estimate was given to Mr. Messina, was printed on June 11th and shortly there after he received it. I don't recall whether I ran into

him at the building department, or he and I had been working on the town square mall at the same time, I might have given it to him there, I just don't recall it wasn't something I kept track of, I mean I give out 100s of estimates a year.

CASSEL: But you believe you were in charge of the June 11th one not someone else.

COLDREN: Yes mam.

CASSEL: And it said here building permits to be supplied by others is there some reason that you would have chosen.

COLDREN: Because in the supporting documentation supplied by the county..

CASSEL: No, I am not asking about what the county was provided today, I am asking about your understanding on June the 11th.

COLDREN: My understanding is that the job was previously permitted.

CASSEL: Did you ever see any of those permits.

COLDREN: Prior to the issuance?

CASSEL: Prior or after June 11th.

COLDREN: Yes. When I was forwarded with the packages.

CASSEL: The only time you saw them was when you receive packets from Monroe County.

COLDREN: Yes.

CASSEL: Not during the issuance or the determination of who was going to do the job.

COLDREN: No, as a matter of fact, if you look at the documents, on the original application Mr. Messina has penciled in Sunshine, Not Sunshine Quality Systems, Not Sunshine Quality Roofing, just the word Sunshine as the contractor, but in fact, the contractor on the job, cause there is two roof permits that were issued, the contractor was R. Hendricks Construction and he was listed as the roofing contractor. I believe what happened here is shortly after the hurricane the governor issued an executive order allowing general contractors to function as roofers and it appears that Mr. Hendricks was the contractor of record for part of it and then there was a subsequent permit application.

CASSEL: But you are guessing based upon the facts, you don't know any of this.

COLDREN: What I know is from reading the documents supplied to me from the county, it list R. Hendricks as the roofing contractor of record.

CASSEL: But you did not know that at the time you send them this.

KELLY: Mr. Chairman.

HENSON: Mr. Kelly.

KELLY: Well first off Joe, Jeff has made the statement that the Governor signed that order and that is true?

PASKALIK: Yes.

KELLY: Ok, I just wanted to get that clear on the record. Next, I personally, with both of these contracts, neither one is signed by Mr. Armand Messina, or Steve Daniels or Jeff, to me these don't mean nothing cause they are not signed and dated either way, I mean it's like.

CASSEL: Were not trying to hold him to the, what I'm trying to get at here is a time line so that you can understand what actually happened, Mr. Messina has already told us we don't have anything except a verbal contract. At least that's my understanding.

HENSON: Right, and there was money paid for service that was worked on, on the home, those are facts that are not in dispute.

COLDREN: Well, the fact that the work was done is not in dispute, the dispute is whether or not who got the money. I don't accept the notion that I am responsible for things that I didn't contract for when the documents clearly show that there was no signed contract, I guess we are

hearing from the Boards attorney suggesting that there may be a valid verbal contract but it wasn't with me who under 489 I am responsible for entering into the contracts. The contract wasn't with me. The licensed contractor issued the check to an individual he knew not to be licensed. And in additionally, Mr. Messina, I mean we may be splitting hairs here, but as an electrical contractor, you can't subcontract to a roofer. I cant think of any compelling argument where that contract would be valid between electrical contractor.

KELLY: Well, I don't think Mr. Messina was representing himself as AM Electrical here, he's representing himself as a homeowner, which a homeowner can do the job.

COLDREN: Yes, but the problem here that the contract strictly states, because were splitting hairs here about who's liable for what, that the documents show that a corporation issued a check to an unlicensed individual for work that wasn't within the scope of his electrical license.

KELLY: And were all done on a verbal contract and nothing signed or dated.

COLDREN: Exactly, this is so confusing; I spend probably 10 hours trying to figure out these documents. I see 2 people listed as the roofing contractor neither of which were me, a check is made to a third party, they are trying to enter into evidence two unsigned contracts or estimates for my company that were never executed, I mean I'm the victim here. Mr. Daniels got some money judging by the cancelled check Mr. Armand stood to save money and now that everything has gone bad, they are coming after me presumably for my insurance money. It's an absolute tragedy.

HENSON: Well, we are certainly not a civil court and were not here to hear civil matters.

COLDREN: But the motive I think is relevant.

HENSON: Certainly, everyone has their view on it, you may be right, you may be wrong but certainly I want to stay online and figure out whether you committed any construction related.

COLDREN: I agree, I appreciate your position on that, I know this is something to argue in civil court.

HENSON: Any other questions for MR. Jeffrey Coldren.

COLDREN: Oh, If I can point out to exhibit 35A, that's where it shows Mr. Messina penciling in Sunshine as the roofing contractor and if you grant me a second here also look at exhibit 38A list R Hendricks construction as the roofing contractor, half way down the page in the center.

HENSON: 38A?

COLDREN: 38A it list AM Electric as the electrical contractor, and then R. Hendricks is listed for demolition listed for the roof and re-roof, listed for renovation and remodel and then Steve's plumbing is listed as the plumbing contractor. And then going through this, you'll also see, and this is where you might dispute the date that the work was actually occurred, It appears, I met this morning at 11:30 with Keith Hawk, the special inspector that was hired to do this, and if you look on exhibit 45A , you'll see that the sheathing was in progress, nailing and sheathing inspection was done on the 17th of July, now you cant put a roof on without your sheathing and nailing inspection, now this whole time line is confusing and I cant answer with any certainty when the work was done cause I wasn't a party to it. Oh and with regard to the equipment, I have no knowledge or belief that anything that was there belonged to me, I didn't supply any materials, I didn't supply any equipment, I didn't furnish any labor, I didn't pull any permits, I did none of that.

HENSON: So he just came to your shop.

COLDREN: Who came to my shop?

HENSON: Mr. Daniels just came there and took your equipment and went out and did a job and you never noticed it was gone, you're telling me that?

COLDREN: No, I'm telling you my equipment never left me storage yard, I have no knowledge of it ever being taken out of my storage yard.

HENSON: Mr. Messina testified that it was there on the job doing the job when Mr. Daniels was there, that's incredible man, I think Mr. Vetrick had it right, its just absolutely incredible.

COLDREN: I would ask you also to consider, I have a history of pulling my permits, getting my inspections, this is, for me not to do it, its just irrational, there's no, if I had a contract with him, I mean I have every days forecast for the last year, I will be delighted to pull up what the forecast was, my company policy, we wont tear a roof off if the chance of rain is 40% or greater. I mean if it rained, Id venture to say that the forecast probably called for it, they are not 100% accurate, but they are pretty darn good.

HENSON: Any other questions for the board, all right thank you Mr. Coldren. I believe, I would like to call back Mr. Messina if we may and his counsel for a couple follow up questions.

WILLIAMS: I believe that invoice you were looking for does have a cell phone number on it.

HENSON: Ok good thank you very much. Mr. Messina I have a couple of quick questions for you, 1) did you see the second contract for \$15,000 dated July 28th? Have you ever seen that proposal? What proposals have you seen?

MESSINA: The one proposal I was working off of was the one..

HENSON: The 11th of June?

MESSINA: The 11th of June

HENSON: You have not seen the July 28th?

MESSINA: To be honest with you I really don't know the sequence of events of why that came up or how that came up.

HENSON: So the real numbers you were working with was 83 and change and then a \$7500 if you paid it cash.

MESSINA: That is correct.

HENSON: Why did you elect to pay cash besides saving money the obvious and write the check to Steve Daniels?

MESSINA: It was my intend which obviously it was a mistake, were contractors here guys.

HENSON: That is the point, we are contractors and you know better.

MESSINA: You're right, I agree, and I do maintain my ignorance in this, in my wildest dreams I never thought id be screwed.

HENSON: Man, let me tell you, you are a contractor and you took the same test we did and I just can't believe that you deal with someone..

MESSINA: I left myself wide open and I understand that but if this happened to me, I can't imagine what happens to the general public.

BANKESTER: Chairman, I have a question for him also. According to the proposal that you think that you remember seeing, the tear off was to be completed by others, so that meant the roofer was not going to do it, can you tell me who did the tear off.

MESSINA: I did the tear off myself.

BANKESTER: You did the tear off yourself. Ok,

HENSON: You have a price in there of \$5500 for the tear off and the temporary dry in that was made with Systems Company, which Steve Daniels represented that he owned. He did do that one?

MESSINA: No, that was a bill he presented me after the damages occurred, to fix the damages that he created on the roof itself, he had to tear off some of his own work and re-do it again and then he presented me with another bill for \$6,000 with this other company.

CASSEL: I need to ask Mr. Messina a question. Mr. Messina, this bill from Steve Daniels d/b/a Sunshine Quality Systems is dated June 15th 2007 which is the same date of your check, I am confused.. Were you paying this bill? What were you paying on June 15th.

MESSINA: On June 15th I was giving him the initial payment, as far as the date that it showed up on his invoice, I don't know, you would have to ask Steve that.

CASSEL: Did you get it later?

MESSINA: I got it after that.

CASSEL: Well you know you may be right because it's dated July 28th 2007, which interesting enough it's the date of that second proposal. Mr. Wilson, didn't you provide us that second proposal as part of your packet?

WILSON: Yes we did we provided it to you , so for whatever reason, and again I am actually the person that provided you with the packet, I have given you everything that I came in contact with in the file, full disclosure as you said give me everything that's in my file, I gave it to you. Why and how I got both or two, I cant begin to tell you, again this invoice that you just referenced there is no way it could be a June 15th invoice because it has a date July 28th typed in to it, so someone Sunshine Quality something rather was providing these, and I think that in terms of what were are speaking about here, we got to keep the big picture, because we had the previous hearing earlier this afternoon, we didn't spend an hour and a half on this particular hearing about who was acting in what authority in what company, but again its every bit as present in Mr. Messina's case as it was in the earlier case that you had commencing at 2:00pm. We had the same who are we dealing with? What entity are we dealing with? And on what authority were they acting? As I stated Mr. Daniels appears to be an employee when it's convenient for Mr. Coldren, and he has nothing to do with him when its not convenient for him to be an employee, so that's what we have here. The trouble came down with the rain and the roof and then when Mr. Messina had a problem with it, then he's not my employee anymore and good luck getting your check back.

HENSON: Mr. Kelly you have something to interject here?

KELLY: Yes this difference between the first case that was heard and this case was, the first case was a private homeowner who has no knowledge or trivia what goes on with contracting, with licensing and everything else, in this case Mr. Armand Messina is a licensed contractor knowing about licensing and stuff. My question is this, he pulled a owner builder permit stated because of the hurricane and everything else, now hiring a licensed roofing contractor then, I would assume that he would want that licensed roofing contractor to sign on to that permit for insurance purposes and get guarantees on the roof because Jeff guarantees his roof like most roofers 20 years or 25 years. When you give a check to Steve Daniels and not Sunshine Quality Roofing, how do you expect to get your guarantee and get your permit signed for insurance purposes and everything.

WILLIAMS: I will answer it very clearly. I am an attorney in a Law firm and have been for over 10years I will tell you that I send invoices every month and invariably one to three every month come back to my law firm with the bill attached made out to Steve Williams and not to my Law firm. All that happens is the accountant comes back to me and says Mr. Williams will you sign this first and we'll put the Company name under it and deposit it in the bank, it nothing unusual.

CASSEL: Mr. Williams, I'm sorry, we'd like to have an answer that is sworn testimony not your experience but from Mr. Messina.

WILLIAMS: Ok, Mr. Messina, you get a check and make it out to Steve, any reason to believe that was not going to Sunshine Quality?

MESSINA: I had no idea it wasn't going to the company, I had no reason not to believe that.

HENSON: I believe your previous testimony if I may, completely states the opposite. You wrote that check to him knowing that you would get a discount on the job period. That's the reason, that's the motivation, so you expose yourself to the unlicensed world to save a buck. We see it every day you know, and I mean it just irritates me that you are contractor, you know better and you still did it, it just really, really frustrates me.

PASKALIK: Mr. Chairman, if I may ask a question, were there any signs on the equipment?

MESSINA: On the vehicle present in my yard.

PASKALIK: What did the sign say?

MESSINA: Sunshine Quality Roofing.

WILLIAMS: And again, I think if you read your ordinance, regardless if Mr. Messina is a physician, a judge, a contractor or a fisherman, its not a different standard imposed upon him than any other member of the public and for this board to attempt to do so or to state that you are going to hold him to a higher standard you are inviting difficulty that I don't think you would like.

HENSON: Well let me say this, one thing, we are not a court of law so credibility of the witnesses are a paramount in these proceedings.

CASSEL: You are cat: quasi-judicial because you are making decisions and yes credibility is critical.

HENSON: Credibility is in my mind is huge and if I feel people are testifying falsely with not in good faith, trying to hide things then it just throws this whole case as far as credibility is concerned into an area that I don't want to go and I know that you don't want me to go so you know, when I hear one thing from this gentleman and then I hear another one that seems to contradict it, I get very concerned. I see contracts verbal or otherwise, if one name legal contractor, he's licensed, insured and then he's dealing with one person and all of the sudden he starts dealing with an employee and starts writing checks to employees that aren't licensed contractor to save money, it just throws their credibility in my eyes, out the window. That's me; I am just one board member, any other thoughts from the board?

WILLIAMS: What I would ask you is how is this differs from the earlier case your heard, if Me. Messina, If you didn't know what he did for a living, how is this case different from the one we heard earlier this afternoon?

CASSEL: Objection, you are not allowed to question the board.

HENSON: That's true, what she said. Can't loose there right? Anyways any other questions for Mr. Messina or counsel.

PASKALIK: Mr. Chairman, I was wondering if Mr. Messina can answer a question. If he was dealing with, or thought he was dealing with an unlicensed contractor, why would he call Jeff when everything went wrong? And the question in my mind, if I were going to be dealing with an unlicensed contractor, I certainly wouldn't use a proposal from another company to scribble in some numbers of what I was going to charge in lieu of having it go on the books. I would have no notations at all on any kind of estimate or any kind of documentation. If I were going to get a discount because I was writing out to Nat here, I sure wouldn't put it in writing. So in my mind there is still a lot of questions, here as to who Mr. Messina thought he was dealing with. If I was Mr. Messina and thought I was dealing with Sunshine Quality Roofing a written statement next to the estimate would seem very logical, and if I were Mr. Messina and something went

wrong with my roof and I call the number in the truck, I'm still dealing with Sunshine Quality Roofing or thinking that I am. So...Why did you call Jeff?

MESSINA: Cause he's the owner of the company, that's who I thought was doing the job.

HENSON: Yet you wrote the check to Steve Daniels, Go figure.

MESSINA: That's correct, to get a discount.

HENSON: Ok, Fair enough. Any other questions from the board? We'll go ahead and close the hearing and I'll entertain a motion, were going to have to deal with each one at a time, counsel is that correct, unless we have a great feeling about any great number of them we could put together but I think it would be easier to do one at a time.

Motion by Edward Werling and second by Peggy Bankester to find *NOT IN VIOLATION* of **6-66(1)-To contract or work outside the scope of operation.**

Roll call was taken with the following results:

Henson- Yes
Kelly- yes
Bankester- Yes
Werling- Yes
Vetrick- Yes

Unanimous vote-Yes

Motion by Bill Kelly and second by Joseph Vetrick to find *NOT IN VIOLATION* of **6-66(2)-Abandon a construction project.**

Roll call was taken with the following results:

Henson- Yes
Kelly- yes
Bankester- Yes
Werling- Yes
Vetrick- Yes

Unanimous vote-Yes

Motion by Bill Kelly and second by Joseph Vetrick to find *NOT IN VIOLATION* of **6-66(3)-Diversion of Funds.**

Roll call was taken with the following results:

Henson- Yes
Kelly- yes
Bankester- Yes
Werling- Yes
Vetrick- Yes

Unanimous vote-Yes

Motion by Joseph Vetrick and second by Edward Werling to find *NOT IN VIOLATION* of **6-66(6)-Misrepresent any material fact in his application and supporting papers in Obtaining a license under this article.**

Roll call was taken with the following results:

Henson- Yes
Kelly- Yes
Bankester- Yes
Werling- Yes
Vetrick- Yes

Unanimous vote-Yes

Motion by Joseph Vetrick and second by Bill Kelly to find *NOT IN VIOLATION* of **6-66(7) (b)-Commit Mismanagement or Misconduct**

Roll call was taken with the following results:

Henson- Yes
Kelly- Yes
Bankester- Yes
Werling- Yes
Vetrick- Yes

Unanimous vote-Yes

Motion by Peggy Bankester and second by Joseph Vetrick to find *IN VIOLATION* of **6-66(8)(a)-Aiding and Abetting Unlicensed Contractor.**

Roll call was taken with the following results:

Henson- Yes
Kelly- No
Bankester- Yes
Werling- No
Vetrick- Yes

(Vote 3-Yes 2-No)

Motion by Bill Kelly and second by Edward Werling to find *NOT IN VIOLATION* of **6-66(8)(b)-To knowingly combine or conspire with an unspecified person.**

Roll call was taken with the following results:

Henson- Yes
Kelly- Yes
Bankester- No
Werling- Yes
Vetrick- Yes

(Vote 4-Yes 1-No)

PENALTY PHASE:

Motion by William Kelly and second by Joseph Vetrick recommending *NOTIFY STATE, NO FURTHER ACTION.*

Roll call was taken with the following results:

Henson- Yes
Kelly- Yes
Bankester- No
Werling- Yes
Vetrick- Yes

(4-YES) (1-NO)

5:03p.m.

Carlos Perez owner of C & C Marble and Granite Designs, *Inc.* addresses the Board.

PEREZ: I am the owner of C & C Marble and Granite Designs, Inc. Mr. Rose is my qualifier and unfortunately his father had a bypass surgery in Kentucky and he is not able to come in front of you today. If you'd like we can reschedule this for him to come back and we can go over it. I came over just to basically apologize to you guys for not showing up in the time that we were supposed to and I would like for a second opportunity to continue to do work in Monroe County.

CASSEL: Members of the Board, just a legal point and I appreciate Mr. Perez showing up of course he's not on the agenda but of course we would hear him. Unfortunately, you have a very specific order in front of you which says that Mr. Rose is suspended until he comes back before the board. So if you want to set this another time, you certainly can.

HENSON: If would have known that Mr. Rose was really the issue here, I probably would have saved you a lot of time.

PEREZ: I'm just here in good faith and showing you guys that we are apologizing, we could set this for another time. Ill bring him over, its not an issue, or we can get him on a conference call, we could do that.

HENSON: No, we need to have him here under oath, on the record, verbatim. Unless it is a different pleasure of the Board, I think we need to have all parties to this issue come before the Board.

VETRICK: I have a question, it seems though Mr. Rose has not shown up in previous occasions?

PEREZ: Mr. Rose is working in the west coast sir, he works in the Marco Islands and in that area there, so this order when it came up, first I wasn't made aware of it on July or In June when we were supposed to show up, therefore you know its just miscommunication and paperwork and that's why he is not here, and this time unfortunately, his father, he could bring you proof of his father being in the hospital, he just got home last night 5 days, his father had 5 bypasses and you it's a difficult situation.

HENSON: I think the real issue here is you need to go ahead and request Odalys and Lisette to put this on the agenda and if necessary we will subpoena Mr. Rose or they could show up or don't show up.

MAYAN: Mr. Chairman, He, on July 12th 2007 the board ruled that he was found in violation And since he did not show up, you suspended his certificate of competency until he comes before the board. He doesn't have to call me, I don't have to subpoena him and reschedule him, he just has to show up like this gentleman did today.

HENSON: So we got the wrong person, wrong date.

PEREZ: I just came in good faith to show you guys that the reason he is not here today is because he just had an incident with his father and he was out of time.

MAYAN: Mr. Perez before you leave may I ask you a question, I'm looking and of course this dates back to 2003 and my laptop has died, we issued Mr. Rose's certificate of competency he was not an officer of the company, is he an officer now?

PEREZ: Yes, mam.

HENSON: Ok sir, if you want to operate again, you have to bring him here.

5:08 p.m.

6. Ryan, Thomas D CCC057517

NOTICE TO APPEAR

Code Enforcement Citation No.: CE07100003

6-39(g)(1)-Permit expired without required inspections

Katherine Windsor, Code Enforcement Inspector presented case.

Motion by William Kelly and second by Peggy Bankester to find *NOT IN VIOLATION* of

6-39(g)(1)-Permit expired without required inspections

Roll call was taken with the following results:

Henson-	Yes
Kelly-	Yes
Bankester-	Yes
Werling-	Yes
Vetrick-	NO

(4-YES) (1-NO)

5:29p.m.

Murray Shat addressed the board in continuation of added item for Marine Construction License.

SHATT: We were on the subject of whether you were asking me about the boatlifts. I liken it to an electrical contractor. If you have somebody that comes in and says oh well I just want to install an ice machine, I don't want an electrical license cause I don't have anything to do with the whole house, I just want to put the ice machine in there or something. I thing this is where you are going with this boat lift thing because if boat lifts, boat lifts require driving the beams in, refusal, they require knowledge of what structure they are going to go on and in a lot of cases they are their own support like the piling is, so I don't know, just because somebody can come and just bolt together something and put it on a structure, I don't know if you want to go there. With davits, someone has to be a contractor to put the bases in and same with building the docks, so it's your call not mine.

HENSON: So you see the danger to the welfare of the customer because of the potential for structure attachment and compromising existing seawall.

SHATT: Well you know there is a lot of things to take into consideration when you are putt in boat lifts, davits there is not because davits they put the plan on there davit base constructed to 5500lb davits and the guy is going to come out and put a 5500lb davit on there, someone else has already figured out that the pad can hold up the davit and all he's doing is bolting it together, so I think you'll be fine in saying you can install davits, you can repair davits and you can repair boatlifts whatever, but I don't know Its just an area that I think you might want to think a little bit more about how much knowledge does someone need to have to do that you know.

KELLY: Mr. Chairman, when you say you know with davits and then vs. the boat lifts, I tend to disagree because when some of these canals too, the location of where the boat is going to be to be lifted out, brought out and everything with your standard old style davits, I'm for one to just keep the licensing the way it is. I know that someone can come in and request it, well you can

request anything, I think its working fine now, its not broke, let's not fix it. Yes Murray had made the statement before we took these other cases you know these marine guys will sell anything to the homeowner and the homeowner could even try to put in their own boatlift which I don't agree with either, I don't agree with the homeowner doing their own electric either. But a lot of people buy those book and lot of people probably when they talk to these salesmen they probably tell them oh it's easy, anybody can do it and I think the license should stay the way it is.

BANKESTER: I agree

VETRICK: I agree

HENSON: I agree

WERLING: I agree

HENSON: Thank you sir, I think the answer to the question then is unanimous because of many different aspects of that license, we don't want to open up a pen to its barks and have someone get hurt, somebody loose a big seawall 50, 60, \$100,000 dollars, somebody didn't know they couldn't put a 20 ton boat hanging from to boats davits attached to a seawall that is not designed for it.

KELLY: I mean yeah are we going to have people come in here, I want an electrical license but I only want an electrical license to put up light fixtures, that all I want to do.

HENSON: Yes, that's cutting to thin for me, that's dangerous that's still handling electricity right? Thank you Mr. Shatt

5:41p.m.

NEW ITEM/STAFF (continued)

Reciprocity agreement with Okeechobee County- Motion by Bill Kelly and second by Joseph Vetrick to approve reciprocity agreement with Okeechobee County:

Unanimous vote- Yes

6:08p.m.

Meeting Adjourned.

Lisette Cutie for
Odalys Mayan, Coordinator
Contractors License

LC/OM

CC: Board Members
Code Enforcement
Assistant County Attorney
Wendy Murphy, City of Marathon
DBPR