

**MINUTES
OF THE COLLIER COUNTY
CONTRACTORS' LICENSING BOARD MEETING**

January 18, 2017
Naples, Florida

LET IT BE REMEMBERED, that the Collier County Contractors' Licensing Board, having conducted business herein, met on this date at 9:00 AM in **REGULAR SESSION** in Administrative Building "F," 3rd Floor, Collier County Government Complex, Naples, Florida, with the following Members present:

Chairman: Richard Joslin

Vice Chair: Michael Boyd

Members: Elle Hunt
Terry Jerulle
Kyle Lantz
Patrick White

Excused: Gary McNally

Absent: Robert Meister

ALSO PRESENT:

Ian Jackson – Supervisor, Contractors' Licensing Office
Kevin Noell, Esq. – Assistant County Attorney
James F. Morey, Esq. – Attorney for the Contractors' Licensing Board
Robin Ganguli – Collier County Licensing Compliance Officer

Any person who decides to appeal a decision of this Board will need a record of the proceedings and may need to ensure that a verbatim record of said proceedings is made, which record includes the testimony and evidence upon which any Appeal is to be based.

I. ROLL CALL:

Chairman Richard Joslin opened the meeting at 9:03 AM and read the procedures to be followed to appeal a decision of the Board.

Roll call was taken; a quorum was established; **six (6) voting members** were present.

II. AGENDA – ADDITIONS OR DELETIONS:

- Under **Item VIII**, “*New Business*”
 - **B. Eeke Cooper – Contesting Citation** will be continued to the February meeting

- Under **Item X**, “*Public Hearings*”
 - **A. Case #2017-01 – Board of County Commissioners vs. Kristian M. Bush** will be heard following **Item VIII-A: “Orders of the Board.”**

III. APPROVAL OF AGENDA:

Patrick White moved to approve the Agenda as amended. Terry Jerulle offered a Second in support of the motion after clarifying the cases had been withdrawn by the County. Carried unanimously, 6 – 0.

IV. APPROVAL OF MINUTES – DECEMBER 21, 2016:

Corrections:

- Page 5: (Patrick White’s comment) “September, 2017” was changed to “September, 2007”
- Page 8: (Patrick White’s comment) “disclosure” was changed to “conflict of interest”
- Page 15: Chairman “White” was changed to Chairman “Lykos”
- Page 17: (Patrick White’s comment) “He did” was changed to “I do”

Elle Hunt moved to approve the Minutes of the December 21, 2016 meeting as amended. Patrick White offered a Second in support of the motion. Carried unanimously, 6 – 0.

V. PUBLIC COMMENT:

(None)

VI. DISCUSSION:

(None)

VII. REPORTS:

(None)

VIII. NEW BUSINESS:

A. Orders of the Board

Vice Chairman Michael Boyd moved to approve authorizing the Chairman to sign the Orders of the Board. Terry Jerulle offered a Second in support of the motion. Carried unanimously, 6 – 0.

X. PUBLIC HEARINGS:

(Note: With reference to the following cases heard under Section X, the individuals who testified were first sworn by the Attorney for the Board.)

A. Case #2017-01: Board of County Commissioners vs. Kristian M. Bush, d/b/a “Scott’s Hot & Cold, Inc.”

Chairman Richard Joslin summarized the order of the proceedings to be followed during the Public Hearing:

- The County will present its *Opening Statement* setting out the charge(s) against the Respondent and how it intends to prove it.
- The Respondent will present his/her *Opening Statement* setting out any defense against the charge(s).
- The County will present its *Case in Chief*; will call witnesses, and present evidence to support the charges against the Respondent.
- The Respondent may cross-examine the County’s witnesses.
- After the County has closed its *Case in Chief*, the Respondent may present his/her defense. He/she may call witnesses, introduce Exhibits, cross-examine witnesses to impeach the witnesses regardless of which party called the witness to testify, and may review any evidence presented by the County.
- After the Respondent has concluded its *Case in Chief*, the County may its rebuttal to the Respondent’s case.
- After the rebuttal is concluded, each party may presents its *Closing Statement*. The County will have an opportunity to refute the Respondent’s closing argument.
- The Board will close the Public Hearing and begin its deliberations.
- Prior to beginning deliberations, the Board’s attorney shall give a Charge to the Board – much like a Charge to a Jury – setting out the parameters on which the decision will be based.
- During deliberation, the Board may ask for additional information or clarification from the parties.

- The Board will decide two different issues: first, whether the Respondent is guilty of the offense as charged in the Administrative Complaint and a vote will be taken in this matter.
- If the Respondent is found to be guilty, the Board will decide the Sanctions to be imposed.
- The Board's attorney will advise the Board of the Sanctions that may be imposed and the factors to consider.
- The Board will discuss the Sanctions and then vote on those.

Patrick White moved to approve opening the Public Hearing. Elle Hunt offered a Second in support of the motion. Carried unanimously, 6 – 0.

Chairman Joslin opened the Public Hearing.

Rob Ganguli, Collier County Licensing Compliance Officer, requested to enter the information packet into evidence.

Patrick White moved to approve entering into evidence the County's Administrative Complaint/information packet in Case #2017-01: The Board of County Commissioners vs. Kristian M. Bush, Respondent, d/b/a "Scott's Hot and Cold, Inc." (Collier County License #C-34433 and State License: CAC1815146-Cert Air). Elle Hunt offered a Second in support of the motion. Carried unanimously, 6 – 0.

Rob Ganguli presented the County's Opening Statement:

- Mr. Bush is the Qualifier of County license #C-34433 and the holder of a State-certified Air Conditioning Contractor's license, CAC1815146-Cert Air.
- He is charged with violating Collier County Ordinance #90-105, as amended, Section 22-201.1(2): "Willfully violating the application Building Codes or laws of the State, City or Collier County."
- The violation is considered to be "willful" because Mr. Bush repeatedly failed to finalize a building permit.

Mr. Ganguli noted the Respondent, Kristian Bush, was not present at the Hearing.

Chairman Joslin: Was he properly served?

Rob Ganguli: Yes.

Patrick White: Have you had any contact from the Respondent prior to today's Hearing?

Rob Ganguli: Repeated phone calls, emails, we had meetings with him. He was fully aware of today's hearings. He voiced, multiple times, his inability to resolve the situation.

Patrick White: I just want to make sure that he had been provided and had contacted you relative to knowing he was expected to attend today.

Rob Ganguli: Both informally and formally. Exhibit E-7 is the Notice of Hearing that he was served and E-8 is his response, i.e., the signed Certified Mail return receipt (green card).

Ian Jackson: I also had been in communication with Mr. Bush via telephone and emails last week (Tuesday through Thursday, January 10 – 12, 2017).

Patrick White: And he specifically acknowledged to you that he was aware that today's Hearing was going to occur?

Ian Jackson: Yes.

Patrick White: Did he give you any information as to whether he intended to be present?

Ian Jackson: Not a clear indication.

Patrick White: That's fine.

Rob Ganguli: Mr. White, he gave me a clear indication – during a phone conversation, he stated he was out of the state and would not attend.

Patrick White: Did he, at any point, discuss the possibility of another date for this Hearing, Mr. Jackson?

Ian Jackson: No.

Chairman Joslin: Under the circumstances, I see no reason why we shouldn't proceed. He's had due diligence. He knew he should be here – unless there were other circumstances.

Patrick White: Mr. Chairman, I do not perceive a due process issue. I want the record to be clear as to whatever additional communications beyond what is legally sufficient as notice.

Chairman Joslin requested Mr. Ganguli to proceed.

Rob Ganguli presented the County's Case in Chief:

- He referenced County's Exhibit E-21: Permit #PRHV2015123781601 which was issued on December 7, 2015 to remove and replace two package air-conditioning units at the job site located at 2980 Tamiami Trail North, Naples, Florida 34103.
- The Permit was scheduled to expire on June 27, 2016.
- He referenced County's Exhibit E-22: Extension Form filed and granted on June 24, 2016 for an additional sixty days after the Respondent failed to finalize the Permit during the first allotted time frame.

Patrick White: Was there a request from the Respondent for that extension of time?

Rob Ganguli: Yes. Exhibit E-22 is the formal document.

- The extension was scheduled to expire on September 25, 2016.
- A second extension was filed by the Respondent on September 23, 2015 and was granted for an additional ninety days to finalize the same permit (see Exhibit E-23).

Chairman Joslin noted the second Extension Form specified the reason for the extension as "issue with curb."

Patrick White asked who had approved the second Extension request.

Jonathan Walsh, PC, Chief Building Official, was called as a Witness on behalf of the County and testified as follows:

- We have a process: three Staff members review and approve all requests for an extension of time. It is an internal process because the Building Code does allow me, as the Chief Building Official, to extend permits up to 90 days.
- The Code allows permits to be extended up to 90 days at different increments. No real timeline is associated with how many extensions that one Contractor can get. We have an internal process, basically, of four.
- An extension is the ability for a Contractor to reinstate the permit because the initial Permit expired for whatever reason or the Contractor couldn't get a passing inspection.
- Code requires a Contractor to obtain a passing inspection within 180 days of the issuance of the permit.
- If a passing inspection is not obtained, the permit will expire.
- Extensions are granted for 90 days to allow the Contractor time to obtain a passing inspection.
- Once the Contractor obtains a passing inspection – whether it's a partial or full – he can receive another 180 days.
- The internal process is to give three – the fourth one will require written documentation of what is needed to obtain the last extension.
- Staff has been given that direction and there are three individuals who process the extension and they are underneath my direction.

Patrick White: My specific question was, “Who approved it?”

Jonathan Walsh: It would be at my direction. I am the one who is responsible for that approval.

Patrick White: And your testimony is that you were aware of this ...

Jonathan Walsh: Yes.

Patrick White: ... and, in a sense, authorized someone to enter that under your direction and control as the Building Official?

Jonathan Walsh: Correct.

Patrick White: I hope you don't mind ...

Jonathan Walsh: You are just being clear, *for the record*.

Patrick White: Thank you.

Jonathan Walsh: I am not a “mechanical” person, per se, but I do know enough to be dangerous. The issues with the “curb” – there is a mounting element to the roof system that the a/c unit will attach to ... so there was probably some sort of a size differential or a connection issue. That's what the second extension comment was.

Patrick White: So it's not a “curb” in the typically understood sense of the street ...

Jonathan Walsh: No.

Patrick White: ... it's a roof ...

Jonathan Walsh: It's a raised element that the mechanical unit sits on.

Chairman Joslin: Understood. That answers my question, too.

The Witness was excused.

Rob Ganguli continued presentation of the County's *Case in Chief*:

- On December 25, 2016, the second 90-day extension expired.
- On January 3, 2017, a meeting was held with the Chief Building Official who was advised of the expiration of the second permit extension as well as no further efforts by the Contractor to inspections and a Certificate of Completion. Mr. Walsh provided a written declaration of the willful Code violation by the Contractor. (*see* Exhibit E-9)
- Jonathan Walsh referred to the applicable Building Code which resulted in the violation in Exhibit E-9. (*see* 105.3.2 – Time Limitation of Application)
- These activities conducted by Kristian Bush, the Qualifier of *Scott's Hot and Cold, Inc.*, construed violations of Collier County Ordinance #90-105, as amended, Section 22-201.1(2) which states: "Willfully violating the application Building Codes or laws of the State, City, or Collier County."

Patrick White: Exhibit E-26 is apparently a letter from a gentleman, John A. Summerfield, dated November 28, 2016, and is in reference to the property that is the subject of the Complaint. In that letter there is a statement to you that Mr. Summerfield had met with the Respondent on November 25, 2016. Mr. Summerfield stated, "He [Mr. Bush] will do nothing further and will let the permit expire." He asked you to call him at a specific number. Did you have a subsequent conversation with Mr. Summerfield in reference to the letter?

Rob Ganguli: Yes. Mr. Summerfield and Mr. Bush attempted – at Mr. Bush's request – to come up with some type of resolution ... I am presuming financially ... to make this issue go away, where Mr. Summerfield could find another Contractor to resolve the issue. Unfortunately, Mr. Bush was unable to substantiate what he had intended to do and Mr. Summerfield informed me through this letter of their meeting and whatever they decided they could do never came to successfully to bear.

Patrick White: Let me illuminate what is the issue of some concern to me in this case: we are attempting to find a violation for something the Respondent did that has been stated to be "willful." To me, that means there had to be some demonstration of intent on the part of Mr. Bush. The only piece of evidence I have seen so far in that respect, specifically, is the letter from Mr. Summerfield which was neither sworn to or notarized, as something we would expect in a quasi-Judicial hearing, to be the basis for what would be competent and substantial evidence. That's an issue for me. So as a substitute for that, to the best degree possible, I'm relying upon your testimony – through a third party, Mr. Summerfield – who provided you with what is, effectively, hearsay information of what Mr. Bush said to him. Do you understand what I am sharing with you?

Rob Ganguli: Absolutely, absolutely. Mr. Summerfield's observations were included in the evidence packet for your review. The substance of the willful Building Code violation comes from Mr. Walsh in Exhibit E-9.

Patrick White: But Mr. Walsh, himself, in E-9 ... and I will certainly allow him to respond to your comment and my further comments and questions here ... I need to know what Mr. Walsh based his conclusion on about the *intent* [emphasis added] of Mr. Bush. And, specifically, the thing in E-9 that I'm looking at – so you are aware of my concern – again touches the point about "intent," is that it appears Mr. Walsh's

conclusion stated it was ‘based upon the record information’ – that’s what it says in the fourth line of his email to you. So what I’m looking for is something that would be competent and substantial evidence of *intent* [emphasis added] on Mr. Bush's part to allow the permit not only to expire, but to effectively concede that he intended to do nothing further. That’s what makes it “willful.”

Chairman Joslin: Mr. White, if I may interrupt – I think the issue really is not the fact that of Mr. Summerfield’s issuing the Complaint or whether or not Mr. Summerfield and Mr. Bush – or has anything to do with their conversation together – the fact of the matter is what Mr. Bush got a permit to do, the installation of the a/c unit ... that’s the start of it. That particular job was not completed – it was permitted but the inspections were not finalized. Now that’s “willful.” That is something that has to be done.

Kyle Lantz: I beg to differ on that one.

Patrick White: That’s certainly your opinion. I respect it, but I disagree with it.

Kyle Lantz: I have a job that I finished three or four years ago and I never got a final inspection it and it wasn’t “willful.” I didn’t even realize it until two months ago when the people were selling the house. I obtained a permit extension and the final inspection. But that was three years after the permit expired and I didn’t stand before this Board to be told it was a “willful” violation.

Terry Jerulle: But – by your own admittance – you did not know. In this case, the Respondent was fully aware of it and he was fully aware that he let the permit expire – fully aware that he did not complete the work.

Chairman Joslin: And it was fully documented – there is evidence in the packet – of inspections that were not completed. The job has still not been done I assume ... I am not sure of that.

Patrick White: My problem is ... is Mr. Summerfield here today? I think the case really requires some input from you, sir. If the County would ask you to participate, I think it would be helpful.

John A. Summerfield was called as a Witness on behalf of the County.

Patrick White: Thank you, Mr. Summerfield. I wasn’t aware you were the author of this letter and present here today. I appreciate your coming in and being put under oath because, for me, it’s a real fine line between something that is sworn to as testimony and a letter that is simply put into a packet without being sworn. It may seem like a small thing to everybody else in the room but, as one of the guys up here who has a J.D. [*Juris Doctor* – Doctor of Law degree] and a license to practice law, it’s a big thing. The thing I don’t want to have happen here today is that we fail to follow all of the dots and connect them.

Chairman Joslin: I concur.

Patrick White: Thank you, sir.

Patrick White questioned the Witness:

Q: In reference to the letter that is Exhibit E-26 and your statement that you had spoken with Mr. Bush, can you tell us more about that conversation – about what he said to you, specifically with respect to him knowing and not agreeing to go forward requesting either an extension or the inspection?

- A. On the date in question, I met with Mr. Bush over breakfast at Lulu B's Café in North Naples. He indicated to me that he was not going to do any work on the building and I was left to my own resources. He said that he was tired of the County, tired of me, and didn't care if the County took his license.
- Q. Did he specifically indicate to you that he did not *intend* [emphasis added] to ask for an extension of the permit again or intend to allow it to expire?
- A. He indicated that he intended to let it expire and he would do no more work on the building.
- Q. Thank you, Mr. Summerfield. I have nothing further.

The Witness was excused.

Vice Chairman Boyd questioned Rob Ganguli:

- Q. How many inspections was the Respondent supposed to have? Is there a final inspection or is there a rough inspection?
- A. I am referring that question to the Chief Building Official.

Jonathan Walsh was recalled as a Witness for the County.

Vice Chairman Boyd questioned the Witness:

- A. If you review Exhibit E-24, "History Inspection," you will see a print-out of the permit. There are three inspections listed. One is actually a Fire District Inspection – it's B601. B301 is a Building Code requirement – it's a final A/C inspection. And there's also a Final Fire inspection. This was considered as a commercial project – it was not a single-family residence. To answer your question, two inspections.

Chairman Joslin questioned the Witness:

- Q. Were these inspections ever called in at all?
- A. No. Not from our records, no.
- Q. So the job is still incomplete?
- A. Correct.

Patrick White questioned the Witness:

- Q. If my lawyer math is right, there are nine inspections required and all of them are "still pending," for example, B-502 on Exhibit E-25?
- A. I apologize – I didn't check the second page. Yes, there are several. It looks as if he also had electrical work in there.
- Q. There were nine inspections required but none have them have been sought nor ...
- A. By our records, none of them have been inspected.
- Q. I am happy with the record, trust me. Thank you.

The Witness was excused.

Chairman Joslin asked Rob Ganguli to continue presenting the County's case. **Rob Ganguli** stated the County had presented its case and had nothing further.

Chairman Joslin called for a motion to close the Public Hearing.

Patrick White moved to approve closing the Public Hearing. Vice Chairman Boyd offered a Second in support of the motion. Carried unanimously, 6 – 0.

Chairman Joslin closed the Public Hearing.

Attorney Morey: As you enter into deliberations as finding whether or not there was a violation, the Board shall ascertain that:

- Fundamental fairness and due process were accorded to the Respondent;
- The formal Rules of Evidence as set out in the *Florida Statutes* shall not apply;
- The Board will consider solely the evidence presented at the Hearing in its deliberation on the matter;
- The Board shall exclude from its deliberation irrelevant, immaterial, and cumulative testimony;
- The Board shall admit and consider all other evidence of the type commonly relied upon by reasonably prudent persons, whether or not the evidence so admitted would be admissible in a Court of law.
- Hearsay evidence may be used explain or supplement any other evidence but hearsay, by itself, is not sufficient to support a Finding unless such hearsay would be admissible over objection in a civil action in Court.
- The standard of proof in actions where the Respondent may lose his/her privileges to practice his/her profession is that the evidence presented by the Complainant must prove the Complainant's case in a clear and convincing manner.
- The burden of proof on the Complainant is a larger burden than the preponderance of the evidence standard set in civil cases.
- The standard of evidence is to be weighed solely as to the charges set out in the Complaint. The only charges the Board may decide upon are the ones for which the Respondent has had an opportunity to prepare a defense.
- The damages awarded by the Board must be directly related to the charges.
- The decision made by the Board shall be stated orally at the Hearing and is effective upon being read, unless the Board orders otherwise.
- If found guilty, the Respondent has certain appeal rights to the Contractors' Licensing Board, the Court, the State of Florida's Construction Industry Licensing Board ("CILB") if applicable, pursuant to *Florida Statutes* and the Florida Administrative Code.
- The Board shall vote upon the evidence presented in all areas and, if the Respondent is found in violation, shall adopt the Administrative Complaint.
- The Board shall also make Findings of Fact and Conclusion of Law in support of the charges set out in the Complaint.

Patrick White: I note, for other Board members, the specific counsel given by Mr. Morey regarding the aspect of "hearsay" evidence. That is the precise point upon

which it was essential, in my opinion, to have the direct testimony of what was said to Mr. Summerfield. From my perspective, I think we have connected those dots seamlessly and in the proper order.

Patrick White continued: What I have is one remaining issue about the actual form of the Complaint itself relative to the documents on E-24 and E-25. I note on the bottom of the first page of the Administrative Complaint, under Item 2(b), the charge is that the Contractor failed to request “*a*” final inspection. I note, *for the record*, that there were no further than what I count: an A/C Final-301; a Final Fire-641; a Final Roofing -134; and a Final Electrical-502. I hope that we could clarify which of the Final Inspections we are talking about or perhaps we need to amend the text of the Complaint to state that he failed to request “*any*” final inspections because there were four of them. I don’t know which of them the County is seeking to have a violation found against. Certainly I think the evidence demonstrates that all four of them would be appropriate to support the charge – I just don’t know which one. I want to make sure the Complaint is air-tight.

Mr. White directed his question to Staff: Is my point clear?

Ian Jackson: Yes.

Patrick White: Thank you.

Ian Jackson: Exhibit E-28 details the Section of the Florida Building Code that is the violation.

Elle Hunt: So what you’re saying is ... that because it was under one permit, all of the inspections – the final inspections under the permit – would fall within the Complaint and we don’t need to stipulate the specific inspections?

Ian Jackson: Mr. Bush failed to call all inspections which resulted in a violation of Florida Building Code, 5th Edition (2014): (A) 105.3.2 – Time Limitation of Application.

Patrick White: I have no qualms with any of that – I really don’t. It’s just the notion of – if you’re going to say that he failed to obtain “*a*” final inspection, I believe you must articulate which inspection he did not request or obtain. Or – I think it’s more accurate to say – that he failed to request “*any*” final inspections.

Ian Jackson: Mr. Bush failed to request any final inspections.

Patrick White: Is it the County’s position that it would desire to amend the Complaint to say “*any*”?

Ian Jackson: Yes.

Elle Hunt: Item #2(b)?

Patrick White: #2(b).

Ian Jackson: “*any*”

Patrick White: Thank you. Mr. Morey, am I splitting a hair here in the idea that a Judge could potentially ...

Attorney Morey: In the technical sense, he did not call in a final inspection – because he did not call in any, he did not call in any one. However, I don’t think it was necessarily splitting hairs – I think it was a helpful commentary in that we got it all on the record.

Patrick White: Now it’s sufficient. With that modification, Mr. Chairman, I believe we have met all of the factors that Mr. Morey illuminated with respect to what is required to have this Board make a finding of violation and *I would so move that, as amended, the Administrative Complaint finds the violation asserted and that the evidence supports that.*

Terry Jerulle: Second, if that was a motion.

Patrick White: It was a motion.

Terry Jerulle: *Second.*

Chairman Joslin: I have a motion and a second on the floor.

Kyle Lantz: It was a motion for ...?

Patrick White: Finding a violation.

Kyle Lantz: Okay.

Chairman Joslin: Finding a violation of guilt, correct?

Patrick White: Just finding a violation. He's guilty of a violation.

Chairman Joslin: Okay.

Patrick White: We're making a finding that there was a violation.

Chairman Joslin: With that said, I'll call for a vote.

Motion carried unanimously, 6 – 0.

Attorney Morey: As set forth in the Complaint, and the testimony we have heard, the Respondent is a State-certified Contractor?

Ian Jackson: That's correct.

Attorney Morey: Under our Code, Section 22-203(b) – “*Disciplinary Sanctions,*” for holders of State Certificates of Competency ... if, after a hearing, the Contractors' Licensing Board finds that there has been misconduct on the part of a State-certified Contractor within the meaning of Section 22-201, said Board may:

- 1) Deny the issuance of Collier County (or City) Building Permits or require the issuance of permits with specific conditions.
- 2) Notification of and information concerning such permit denial shall be submitted to the Florida Department of Business and Professional Regulation within 15 days after the Contractors' Licensing Board decides to deny the permit.

Attorney Morey explained the Board was somewhat limited in terms of the disciplinary sanctions that could be imposed on a State-certified Contractor.

Terry Jerulle: So, no fines? We do not have the authority to impose a fine?

Attorney Morey: The Board does not have the authority to fine a State-certified Contractor.

Terry Jerulle: Do we have the ability to ask for compensation of the County's costs?

Ian Jackson: No.

Attorney Morey: We do not, unfortunately. The Board has all those remedies with respect to County-licensed Contractors – there are a lot of things we can do – but with the State, we're a little hamstrung.

Terry Jerulle: So, we have the ability to deny his permit-pulling privileges going forward?

Attorney Morey: Yes.

Terry Jerulle: Do we also have the ability to notice the public of that?

Attorney Morey: The Board does not have the ability to issue a public reprimand. We do have the ability – in fact, we have the obligation – to notify the State of this

denial of his permit-pulling privileges. What the State does from there is its prerogative.

Terry Jerulle: But not the public?

Chairman Joslin: We can make a recommendation to let the State do that. But it's only a recommendation.

Attorney Morey: We can make recommendations in our notice to the State, yes. Yes, sir.

Chairman Joslin: But we can't really do it ourselves.

Kyle Lantz: We can deny his permit-pulling privileges but that doesn't mean he can't work in Collier County today. It just means he can't pull a permit. He can do repairs all day long, he can work as a sub under somebody else's license completely legally – he just can't pull a permit.

Ian Jackson: Again, this Finding goes to the State's CILB ("Construction Industry Licensing Board") with a recommendation from this Board for action at the State level.

Terry Jerulle: So, excuse me, Ian ... you brought up a good point. If we are able to pull his permit, does he still have a Business License tax?

Elle Hunt: He may or he may not.

Ian Jackson: Yes.

Kyle Lantz: He works in Bonita, so his Business License tax is in Lee County.

Terry Jerulle: But he is also required to have one in Collier County ...?

Ian Jackson: No, if his business is not located in Collier County. The Tax Collector won't issue a ...

Attorney Morey: He registered his State license here but he is not located here.

Chairman Joslin: Do we have the authority to send this to the other municipalities – as far as Lee County and other counties?

Ian Jackson: Yes.

Chairman Joslin: We can forward this information to them also?

Ian Jackson: Yes, it's public record.

Chairman Joslin: Public record – okay.

Kyle Lantz: Can we put out a press release stating that we ...?

Terry Jerulle: That's what I was asking.

Vice Chairman Boyd: Does he qualify more than one company?

Ian Jackson: Not right now.

Vice Chairman Boyd: But he did?

Ian Jackson: He may have.

Attorney Morey: And I know – this is a little bit of commentary – but also just talking about ... reminding us of the precedent – it does feel as if we are hamstrung and it does not feel that there's not a lot to do, but once the recommendation has been made to the State – it has been ... there have been several instances and several examples of when this Board makes a recommendation to the State, vis-à-vis the State-licensed Contractors, the State takes great care to look at that and it does result in additional disciplinary action by the State, so it's ...

Ian Jackson: Absolutely.

Attorney Morey: Yes, it takes a while.

Terry Jerulle: Ian, do you know if he has any currently pulled permits ... any other permits besides this one?

Ian Jackson: I'd have to look.

Terry Jerulle: If we pull his permit-pulling privileges, what happens to his current permits ... if he does have any?

Ian Jackson: Those homeowners will have to take it upon themselves to satisfy those permits if we revoke his permit-pulling privileges.

Kyle Lantz: Permit-pulling privileges are different from inspection privileges.

Ian Jackson: His registration with the County – depending on the end result of your Finding – may be revoked, which would prohibit him from calling in any inspections.

Attorney Morey: Remember our two-pronged ... we can deny the permit-pulling privileges or require the issuance of permits with specific conditions. I don't it would be outside the realm of your actions to say, "no more new permits and – to the extent that you have any current permits – it will be done under the supervision of the County." At least you can look at each one at a time and address each accordingly.

Chairman Joslin: What about jobs that are underway and inspections that may need to be done?

Patrick White: I don't think you can touch them.

Attorney Morey: I don't think the County can do anything other than to say, "under its supervision."

Chairman Joslin: Would his license technically – would that be locked out in the County as far as any notation that would come up to stop any further work or just permits only?

Ian Jackson: It would depend on the penalty phase that you conclude with.

Elle Hunt: So could we say that we are revoking his permit-pulling privileges concerning new permits but we request that all of his active permits remain enforce and that the County would manage them as they would any other open permit?

Kyle Lantz: I think that's our limitation as it is ...

Elle Hunt: What I'm asking is, legally, does that fit within those modification parameters?

Attorney Morey: I don't think that changes the law – that is what is going to happen.

Patrick White: I think what Mr. Morey said to your point is, I believe that as to pending permits, we can impose a condition that – as those permits go forward – they will be specifically under the supervision of Contractors' Licensing as well as the Chief Building Official.

Elle Hunt: Right.

Patrick White: In other words, we are giving direction administratively to the Contractors' Licensing Supervisor to identify each and every one of those to effectively reach out the Permittees and potentially the owners to inform them that they are now being supervised, per direction of the Contractors' Licensing Board, by the Contracting Licensing Supervisor.

Elle Hunt: Okay.

Ian Jackson: If I may ...

Chairman Joslin: Mr. Jackson.

Ian Jackson: ... during the course of this case, this company has been dissolved and Mr. Bush no longer qualifies the company. Scott's Hot and Cold, Inc. is no longer – it's no longer qualified.

Patrick White: It was administratively dissolved by the Department of State's Division of Corporations or did he file something dissolving it?

Ian Jackson: Mr. Bush applied his license to a company that he did not own.

Patrick White: Elsewhere – beyond Collier County?

Ian Jackson: Through the State.

Patrick White: Okay – got it. State license ...

Ian Jackson: State license ...

Patrick White: ... different company ...

Ian Jackson: ... there was an arrangement with the owner of this company for Kristian to apply his license to this company. The owner of the company, who I've never laid eyes on or spoke with, dissolved it administratively or ... it was either dissolved administratively or he did it. I'm not sure.

Kyle Lantz: That leads me to another question. If we revoke the permit-pulling privileges – are we revoking them of Scott's Hot and Cold, Inc., or are we revoking them of Kristian Bush, CAC1815146?

Ian Jackson: Bush – CAC1815146.

Kyle Lantz: So, if he qualifies another company or five other companies, or whatever ...

Ian Jackson: It's the license number.

Kyle Lantz: Okay. As well as Scott's ...?

Ian Jackson: Scott's Hot and Cold, Inc. is no longer – nothing.

Elle Hunt: They're dissolved anyway, so it's irrelevant.

Terry Jerulle: That's good.

Patrick White: Scott's couldn't get another Qualifier at this point without recreating and bringing life back into that entity.

Kyle Lantz: But if they did ...

Patrick White: It would have to be somebody else besides Mr. Bush.

Kyle Lantz: It would be somebody else besides Mr. Bush but they could pull a permit the next day. We're not restricting it for Scott's Hot and Cold, Inc.?

Ian Jackson: This has nothing to do with Scott's Hot and Cold, Inc.

Chairman Joslin: If Mr. Bush now ... if Mr. Bush is licensed and is going to qualify another business – what happens to that business?

Ian Jackson: His County registration – he registered that State license with us – your Finding transcends Scott's Hot and Cold, Inc. He won't be able to register that license with us. He won't be able to use CAC1815146 number with the County if you revoke his permit-pulling privileges.

Chairman Joslin: But only in Collier County ... at the moment?

Ian Jackson: Only in the County.

Chairman Joslin: So, he could go anywhere else in the State of Florida if he has another company ...

Ian Jackson: That's why it's important that we ...

Chairman Joslin: ... that we get this to the CILB.

Ian Jackson: ... send the information to the CILB.

Elle Hunt: Is that something that we would need to discuss as well ... what our recommendations to the State should be, specifically?

Ian Jackson: That's paramount.

Elle Hunt: Yes ... what would we like the State to do with this Contractor's license?

Patrick White: If they [CILB] act, relative to his license, it applies state-wide.

Elle Hunt: Agreed. But what are we going to recommend as a part of our penalty phase because one part of the penalty-phase is notification to them. Specifically what

would we like to recommend? As an example: would we like to recommend that his Contractor's license is revoked or suspended? Or ...

Kyle Lantz: We could just put 'maximum penalties' and let them ...

Chairman Joslin: Right – because, technically, we're not really ... we don't sit in the chair to be able to dictate or to make more than a recommendation. We can't set parameters on what we think we should do. We can just make a recommendation ...

Elle Hunt: We can recommend ...

Chairman Joslin: to penalize ...

Elle Hunt: ... whatever we like ...

Chairman Joslin: the maximum.

Elle Hunt: ... but I'm saying that we need to decide how we're going to stipulate that specifically. So if we would like it revoked, we can certainly state that and then explain up to the maximum penalty allowed by their parameters.

Ian Jackson: From one end of the spectrum, this Board has recommended 'no further action' to the CILB and, at the other end of the spectrum this Board has recommended the maximum penalties or a full investigation.

Patrick White: Including restitution ... a recommendation for restitution.

Ian Jackson: That's correct.

Patrick White: Which, unfortunately, there's no evidence of in this case.

Kyle Lantz: There's an issue that I have which has not been solved in my mind. We can restrict Kristian Bush's permit-pulling privileges or any permit pulling on that license number, CAC 1815146. Here's my concern: whoever the owner is of Scott's Hot and Cold is just as guilty as Kristian Bush because he can go and get another Qualifier, pull a permit and ... well, maybe Kristian Bush was very involved or maybe he was a license-for-hire – I don't know what the deal was – but Scott's Hot and Cold ... theoretically ... could hire me as their Qualifier because I could qualify them. Now they're going out – I could be an absentee Qualifier and not pay attention – and then they can go out and have the same issue that they had.

Patrick White: The question that I think you're driving towards is the same one that I attempted to raise earlier. If, in fact, that occurs for another Qualifier to bring forth a reconstituted Scott's, does it come before this Board for approval?

Ian Jackson: No.

Kyle Lantz: No, because I can qualify Scott's tomorrow – it has nothing to do with Collier County – it's strictly a State issue.

Ian Jackson: The majority of air-conditioning licenses are State-certified. There aren't many County-licensed Air-Conditioning Contractors. If there was a new license application to qualify Scott's Hot and Cold, it could potentially come before this Board.

Patrick White: Based on what factors?

Ian Jackson: Well, a deficiency in the application per our Code, if it were a County license being applied to that company ... if there was a deficiency in the application ... just like any other application that we see every month.

Patrick White: And I'm fairly certain you could infer from the conversation this Board is having how we will expect the Licensing Supervisor to act relative to a perception of a deficiency.

Kyle Lantz: But that's not going to happen because it would be a State license, it wouldn't be a County license. But if they get a Qualifier ...

Patrick White: We can only operate within the limits of what we have.

Kyle Lantz: So we don't have the power to restrict the permit-pulling privileges of Scott's Hot and Cold ... we only have the power to do it for that license number?

Ian Jackson: That's correct.

Kyle Lantz: Okay. That's what I needed.

Chairman Joslin: And that should be sufficient. That should tell the story.

Terry Jerulle: And you're right. We're just a local Board doing local work. But the people who were hurt in this case also have the legal system that they can pursue against the owner of the company.

Kyle Lantz: I mean, I get that they were harmed. And I hate to say it but, in my mind, that's a sunk cost. They were already harmed and that's beyond. What I don't want to happen is their next door neighbor to be harmed or the neighbor after that to be harmed.

Terry Jerulle: That's why I said ... there's nothing we can do about that, but ...

Patrick White: That's actually not entirely true. Because – just as of this past week – I've had a separate communication based on a CILB Order that was a follow-on from one of our CLB Orders, relative to a similar type of State-certified Contractor, where there was evidence in the record of the amount of financial harm and there was a recommendation to the CILB regarding restitution. In fact, the CILB took a long time but recently issued an Order revoking all of that Contractor's ability to perform work and obtain permits and ordering restitution which – if it had been paid in a timely manner – would have reinstated that Contractor's license. Neither the restitution nor the fines have been paid and, at this point, that Contractor is sunk ... dead in the water. The owner now – because that process has been concluded – is in a position to go to the fund that the State has for a recovery. It's a long process, there are many steps to it, but when the record is fully documented – the recommendations are made and the Orders imposed by the CLB ("Contractors' Licensing Board"), you can get there.

Chairman Joslin: I think that applies though – the restitution portion that you're speaking of – applies to Tier One Contractors. I believe General Contractors and Residential Contractors – there is a Tier One Fund that people can go to, but I'm not sure if an A/C company qualifies.

Patrick White: Don't know the answer to that, but ...

Ian Jackson: The CILB ("Construction Industry Licensing Board") can order restitution but it's only Tier One Contractors who qualify for the recovery fund.

Patrick White: So they can condition payment of the restitution on either suspension or revocation, or move from suspension to revocation, which is a strong incentive for somebody who is actually looking to operate his/her business.

Terry Jerulle: So, basically, we can deny his permit-pulling privileges and notice the State. We have found him guilty. Does somebody want to make a motion?

Kyle Lantz moved to approve denying all future permit-pulling privileges of Kristin M. Bush, CAC1815146- Cert Air and Collier License #C-34433, as well as notifying the State of Florida, in writing, of this Board's decision and recommending the maximum punishment allowed in addition to restitution. Patrick White offered a Second in support of the motion.

Discussion:

- **Elle Hunt:** And did we want to add in the parameters where the County was going to take some affirmative action in managing any open permits at this time?
- **Kyle Lantz:** I think that's assumed, right?
- **Elle Hunt:** No.
- **Ian Jackson:** The company doesn't have the ability to manage those permits at this point.
- **Patrick White:** Because it doesn't exist.
- **Elle Hunt:** We're sure he doesn't have any open permits?
- **Ian Jackson:** That company is no longer qualified – his license is no longer being applied to that company.
- **Chairman Joslin:** Are we also talking about his CAC license as well as his County license or just the County license?
- **Ian Jackson:** His State license was applied to that company, but is no longer. Kristian pulled his license from that company during the process of this case.
- **Chairman Joslin:** But in the form of the motion, Kyle listed a County license, C34433 ...
- **Ian Jackson:** That's the registration in our system that allows him to get building permits.
- **Chairman Joslin:** Okay, so that's the one we're going after.
- **Ian Jackson:** Essentially, yes.
- **Patrick White:** Locally, for CLB
- **Ian Jackson:** Right.
- **Elle Hunt:** And in our notification to the State, are we going to be recommending the ...
- **Patrick White:** I would be comfortable with – as the Second – and I think this happens anyway, that the State conduct a full investigation and order restitution as appropriate, as well as any fines.
- **Elle Hunt:** Okay.
- **Patrick White:** I believe they do that – the communications I've had in the matter I referenced earlier indicated from the Investigator's perspective, who was working for the CILB, that it routinely happens.
- **Elle Hunt:** Okay. Just with notification.
- **Patrick White:** Yes. Our notification that we have denied permit-pulling privileges is a strong signal for the CILB investigators and what is on the actual CILB Agenda.
- **Elle Hunt:** So no further requests are needed?
- **Patrick White:** I don't believe so. Ian, has your experience over the years been any different?
- **Ian Jackson:** No. That covers everything: *denial of permit-pulling privileges at the County level; maximum penalty recommendation to the CILB; a full investigation by the CILB, and consideration of restitution by the CILB to injured parties.*
- **Patrick White:** *That would be the form of my Second to the motion. Does the motion maker agree?*

- **Kyle Lantz:** *Yes.*

Chairman Joslin called for a vote on the amended motion. [See above for language amending the original motion.]

Carried unanimously, 6 – 0.

Comment by John A. Summerfield: I am a retired Attorney out of Chicago with twenty-two years as an Air Force Judge Advocate. I want to thank this Board for its thoroughness and courtesy. Thank you very much, Lady and Gentlemen.

Comments by Board:

- We should be thank you for showing up, sir.
- Thank you.
- Thank you for being here – you were the linchpin.

John Summerfield: I understand that this isn't about money – it's about \$22,000 worth of work. But to me, it's a major hit. I will follow-up with the State. But, thank you again.

Chairman Joslin outlined the Board's Order:

- This Cause came on for Public Hearing before the Contractors' Licensing Board on January 18, 2017 for consideration of the Administrative Complaint in Case #2017-01: ***The Board of County Commissioners vs. Kristian M. Bush, d/b/a Scott's Hot and Cold, Inc., (C #34433 and CAC1815146-Cert Air).***
- Service of the Complaint was made in accordance with Collier County Ordinance #90-105, as amended.
- The Board, at this Hearing, having heard testimony under oath, received evidence, and heard arguments respective to all appropriate matters, and thereupon issued its Findings of Facts and Conclusions of Law, as follows.

Findings of Fact:

- The Respondent, Kristian M. Bush, d/b/a/ *Scott's Hot and Cold, Inc.*, is the holder of record of Collier County Certificate of Competency #C34433 and State license #CAC1815146-Cert Air.
- The Board of County Commissioners, Collier County, Florida, Contractors' Licensing Board is the Petitioner (Complainant) in this matter.
- The Board has jurisdiction of the person of the Respondent.
- Respondent, Kristian M. Bush, was not present at the Public Hearing held on Wednesday, January 18, 2017, and was not represented by Counsel at said Hearing.
- All notices required by Collier County Ordinance #90-105, as amended, had been properly issued and were personally delivered.
- Based on the evidence presented, the Respondent acted in a manner that is in violation of Collier County Ordinances and is the one who committed the act.

- The following Allegations of Fact set forth in Administrative Complaint were found to be supported by the evidence presented at the Hearing:
 - **Count I:** Collier County Ordinance #90-105, as amended, Section 22-201.1 entitled “Misconduct – State certified Contractor” as follows: “Willfully violating the applicable Building Codes or laws of the State, County or City.”

Conclusions of Law:

- The Conclusions of Law alleged and set forth in the Administrative Complaint as to **Count I** was approved, adopted and incorporated herein, to wit:
The Respondent violated Section 22-201.1 (2) of Collier County Ordinance 90-105, as amended, by failing to request a Final Inspection by the Building Department and, thereby, failed to obtain a Certificate of Completion.

Order of the Board:

- Based upon the foregoing Findings of Fact and Conclusions of Law, and pursuant to the authority granted in Chapter 489, *Florida Statutes*, and in Collier County Ordinance #90-105, as amended, by a vote of six (6) in favor and none (0) in opposition, a majority vote of the Board members present, the Respondent has been found in violation as set out above.
- Further, it is hereby ordered by a vote of six (6) in favor, and none (0) in opposition, a majority vote of the Board members present, that the following disciplinary Sanctions are hereby imposed upon Kristian M. Bush, the holder of Collier County Certificate of Competency #C34433 and State license #CAC1815146-Cert Air, to wit:
 - *Effective immediately, denial of all permit-pulling privileges in Collier County;*
 - *The Contractors’ Licensing Office Supervisor will send a letter to the State’s Construction Industry Licensing Board (“CILB”), within fifteen days, submitting the Board’s Findings and recommending that the CILB impose the following Sanctions:*
 - *the maximum penalty allowed;*
 - *conduct a full investigation; and*
 - *consider requiring of restitution to the injured party*

Chairman Joslin noted the case was closed.

VIII. NEW BUSINESS:

(Note: With reference to the following cases heard under Section VIII, the individuals who testified were first sworn by the Attorney for the Board.)

B. Eeke Cooper – Contesting Citations #10815 and #10816

(Note: This case has been continued to the February, 2017 meeting, pursuant to the Amended Agenda.)

**C. Matthew Windisch – Request for Waiver of Exams
(d/b/a “Integrity Drywall, LLC.”)**

Ian Jackson:

- Matthew Windisch is applying for both a Drywall Contractor’s license, and a Plaster/Stucco Contractor’s license, two separate licenses.
- An applicant would normally require an applicant to take the Business/Law exam and a trade test for each license.
- In this case, Mr. Windisch is required to take the Business and Law (once), a drywall test, and a plaster/stucco test for a total of three exams.
- He is asking to waive the testing requirement for these exams.

Patrick White: So the request before the Board today is being amended to add plaster/stucco as part of the Request for a Waiver of Examinations, or not?

Ian Jackson: Yes, as testified to by Mr. Windisch.

Elle Hunt: All three exams?

Ian Jackson: All three exams.

Patrick White: He will be required, based on what his letter says and what the Code requires, to demonstrate sufficient experience with respect to drywall, and with respect to plastering/stucco, and to demonstrate that his business acumen is adequate to prove that he need not take the Business and Law exam.

Ian Jackson: Correct.

Patrick White: Thank you. That’s a tall order, sir.

Chairman Joslin questioned the Applicant:

Q. Mr. Windisch, would you please try to update us and give us your thoughts as to why you want to do this and how.

A. As far as the drywall occupation?

Q. Yes. Through the packet, I’m reading a lot of information but it seems you came from another state.

A. That is correct.

Q. And now you’re coming to Collier County and wanting to not take the tests that are normally demanded?

A. Yes.

Q. Since you are from out of state and, technically, some things in the packet that show your experience – I would just like you to clarify a bit more about your Oklahoma experience.

A. I was in Oklahoma for twenty-eight years. I’ve done everything but drywall is the main thing that I enjoy doing ... hanging and finishing. I’ve done drywall itself for twenty-six years – experience in just hanging and finishing. I’ve been in the construction field for thirty-one years. I just want to be able to go to work and be legal, and not have any issues or anything like that. I like to do things correct and right. I am very, very skilled in the drywall industry. I just want to be, like I said legal here and do the right thing. For me, the exams ... some people are ... I’m sure you are all aware, some people are very – they can take a book test and they

can pass it just like that. I know many people who are very skilled like that. For me – I’m more of a show-me-what-to-do or actually do it and then I get it and I won’t forget it. The exams for me were extremely hard. I’m sure you saw that I did take them but I didn’t pass them. I took the trade exams twice and I did take the Business and Law once. I didn’t do very good at the Business and Law. I’d be willing to do a verbal exam or whatever I needed to do with one of your inspectors or something like that. I’m sure I would exceed very well with that. Taking a book test – I’m just not a book “junkie” if you want to say.

- Q.** Well, herein lies the problem – as you noticed, there are other Contractors on this Board as well as two attorneys. All of us had to take that test. And it’s not an easy test – if it were easy, everyone would go and get one. However, sometimes there is business experience that we can look at – as far as what you’ve done and for how many years, recommendations and affidavits, sometimes qualifies but we can’t honestly say that it’s going to work in this case. We have your packet in front of us. We need you to give us some explanations as far as what kind of experience you have had. You mentioned drywall and that’s your niche. Have you done any plaster?
- A.** Plaster – you guys word it differently, so it’s all new for me in this area. When you say, ‘plaster,’ I’m thinking doing stucco on the exterior or it can be interior as well. In Oklahoma we call it ‘finishing on drywall,’ ... mud, tape – we call it finishing. I’ve done all that. Like I’ve said, I’ve hung drywall and I’ve finished drywall for over twenty-six years.

Kyle Lantz questioned Ian Jackson:

- Q.** A Drywall License allows you to hang and finish – not just hang – correct?
- A.** A Drywall License does not allow you to apply plaster.
- Q.** So it’s just for hanging?
- A.** Just for hanging.

Chairman Joslin: He can hang and tape – right? That’s it.

Kyle Lantz: Well, taping is part of finishing.

Chairman Joslin: I know that. But maybe not taping?

Ian Jackson: That’s a good question. I’m not sure.

Chairman Joslin: I don’t think so.

Kyle Lantz: But a Plaster License will allow you to finish drywall as well as to do stucco. Which are two – although they’re similar – totally different tests.

Matthew Windisch: According to what the books say, they are almost like two different entities for the hanging and the finishing. I wasn’t aware of that at first and Ian brought that to my attention at one point when I met with him at his office. So I was in shock over that. When you think of hanging drywall, for me, you hang it, you finish it, put the corner bead on – all of that is one.

Patrick White: I think it might be helpful, Mr. Chairman, if we could have read to us what the Scopes of Work are for Drywall Contractors and Plaster/Stucco Contractors.

Chairman Joslin: Right.

Ian Jackson read the following definitions from Article V, Section 22-162, entitled “*Definitions and Contractor Qualifications:*”

- ***Drywall Contractor*** requires 36 months experience with a passing grade on an approved test and a passing grade on a Business and Law test and means those who are qualified to install gypsum drywall products to wood and metal studs, wood and steel joists, and metal runners in buildings of unlimited area and height. The Scope of Work shall include the preparation of the surface over which the drywall product is to be applied, including the placing of metal studs and runners and all necessary drywall preparation trim and shall include the placement of fire safe and fire stopping materials as part of the overall drywall contract.

Kyle Lantz: Is drywall mud is not considered a gypsum drywall product? I understand that some things can overlap, but drywall mud is not to be a gypsum drywall product? That sounds completely ridiculous as far as I am concerned. Most of it says “gypsum mud” right on the bucket.

Patrick White: Can you put the mud on without the tape for the seal or for the joints?

Kyle Lantz: Theoretically.

Patrick White: But I wouldn’t recommend it.

Kyle Lantz: But it says, ‘surface preparation product,’ so I would say ...

Patrick White: No, no – that’s to join the board to the support structure.

Elle Hunt: Prior to securing drywall, you can prep the surface is what they are saying.

Patrick White: In other words, if you have to put lathe in – or whatever – behind to match up to the studs.

Elle Hunt: But once it’s up, you’re done.

- ***Plastering and Stucco Contractor*** requires 36 months experience, a passing grade on an approved test and a passing grade on a Business and Law test, and means those who are qualified to coat surfaces, including lathing and drywall, with a mixture of sand or other aggregate gypsum plaster, Portland cement, or quicklime and water, or any combination of such materials such as to create a permanent surface coating. This category does not include the plastering of the interior of a pool.

Patrick White: But it does include the exterior over block?

Ian Jackson: Yes.

Patrick White questioned the Applicant:

Q. Have you done any of that work?

A. I have not done any stucco on any exterior.

Patrick White: Would we be able to limit the Scope under Plaster/Stucco?

Ian Jackson: Yes.

Chairman Joslin questioned the Applicant:

- Q.* So your testimony is that you have installed drywall, put on the tape, mixed the cement/gypsum as Kyle mentioned – joint compound – and applied it?
A. That is correct, and I put the corner bead on – all of that.

Kyle Lantz questioned the Applicant:

- Q.* What kind of jobs did you do?
A. I've done commercial, residential, remodels – all of it.
Q. Twenty-eight years' worth?
A. Twenty-six.
Q. Only twenty-six?
A. Just twenty-six on the drywall – correct. Yes, but I have thirty-one years ...
Q. So you've done commercial, residential, new construction, remodels, patching ...
A. Absolutely.
Q. ... put up fire walls?
A. All of it.

Patrick White questioned the Applicant:

- Q.* What Fire Codes were you required to follow in Oklahoma?
A. The only ones were when we were doing commercial.
Q. Commercial?
A. On commercial, we would do fire caulking and fire taping.
Q. Are you familiar with the regulations in the State of Florida and in this County?
A. I am, yes.

Chairman Joslin questioned the Applicant:

- Q.* How long have you been in this area?
A. I've been here now a little over two and one-half years.
Q. And have you worked for someone in this field ...
A. I have.
Q. ... as of now?
A. I have, yes. I have some names here if you want them.
Q. No, no. I'm just taking your testimony.

Patrick White questioned the Applicant:

- Q.* I'd be interested in knowing for whom and for how long, and in what types of jobs ... residential, commercial, whatever.
A. Okay. Would you like to know some of the company names?
Q. Absolutely, yes.
A. Alright. I've worked for Naples Plastering and Drywall. I've done residential – just residential for him. I've done Triple K Plastering and Drywall – residential for him and condo remodels. And then I've done some work for James Dandridge Contracting, LLC – this is in Collier County – and it was residential as well. Now, I have done some work in Lee County for some commercial companies.

- Q.** How long, respectively – how many jobs over the past 2+ years? In other words, did you do one or two jobs for each of them or spent the most time watching soaps at home or were you gainfully employed pretty much full-time?
- A.** Pretty consistent with these three gentlemen, yes.

Terry Jerulle questioned the Applicant:

- Q.** And in what capacity?
- A.** I'm sorry – what?
- Q.** Were you a subcontractor or were you directly employed?
- A.** Directly employed by them, yes.
- Q.** As a worker in the field, or as a foreman – in what capacity?
- A.** As a worker for their companies.
- Q.** I have a problem because once you get a Drywall Contractor's License, it doesn't tell you what you can do and what you cannot do – correct? It doesn't limit you to residential or commercial – it just gives you a license to do drywall. And not being able to pass the Business and Law exam or pass the drywall test – you possibly could get a job in a high-rise. There are certain Fire Codes, as Mr. White brought up, that are completely different than Oklahoma's Fire Codes. And I'm not convinced yet that you would know what to do.

Patrick White questioned the Applicant:

- Q.** Have you participated in any of the Fire Inspector's reviews where issues involving the type of caulk, the location of those different types of caulk for different rated-hour fire walls were involved?
- A.** Have I been in any ...?
- Q.** No. Have you done that kind of work and participated in seeing what the Fire Inspector's comments were?
- A.** Yes, I have.
- Q.** Have you had to make adjustments based on those?
- A.** I did it correct the first time, so I didn't have to re-do it.
- Q.** That's what I love to hear.

Terry Jerulle questioned the Applicant:

- Q.** Can we go back to the testing? Did you sign up for the tests and take them, or did you go to some school prior to taking the tests?
- A.** I did go to one class in Sarasota – it was an all-day class – and then I studied my tail-end off for weeks to try to pass them ... and, myself, I was disappointed on my score – I thought I would pass it. Because I had the exam packets and had my wife quiz me on the test exams – I actually took the one on the back of the exam book and out of 49 questions, I got 45 right in 45 minutes. I thought, 'I got this – no problem,' on the trade exam – not the Business and Law – I went and took the test, and none of the questions were the same as what I answered in the exam book. So it was a little disheartening for me. Because a lot of the – basically, on the trade exam itself – I believe, if I remember correctly, I had five questions on there that really applied to the actual trade. The rest were all – more like business questions.
- Q.** And that's what you're going to be running ... is a business.

A. Correct.

Chairman Joslin:

Q. Have you ever run a business before at all?

A. I had 50 employees working for me in Oklahoma.

Q. Then I'm sure the laws have to be similar in Oklahoma to those in Florida ... or the same type of Business Law with payroll and Workers' Compensation and things of that nature having to do with employees?

A. As far as?

Q. As far as not being able to pass the test.

A. Well, in Oklahoma you don't have to be licensed ... mainly for three things, for electrical, mechanical, or HVAC. For everything else – framers, brick-layers, rock-layers, drywall ... all that ... you can go to Home Depot or those guys and buy a nail bag and say, 'I've been doing this for 10 years.' So that is the issue.

Kyle Lantz:

Q. I could be convinced, possibly, for the drywall test or the plaster/stucco test if that were to be restricted – limited to interior plaster/stucco – but I have a hard time with the Business/Law exam. I understand that that's where most of your problems are but – since I've been on this Board – people don't come in here because they don't know how to handle a taping knife or use half-inch board where they should have used five-inch board or should have used fire-rated board ... people don't come in here for that. That's something most people get ... but why people get in trouble, at least in our area, is because of something that is business-related. Either they don't know how to estimate and they gave their bid too low or they don't have the right insurance or they didn't file the right paperwork – and I know a lot of that is stupid stuff – but that's the stuff that breaks businesses in my opinion. Because you can have ten employees working for you and you may not know a damn thing about hanging drywall, but at least one of those ten is going to know what is going on – probably you will be able to get by not knowing the trade, but none of those employees are going to know anything about Business Law. My personal opinion is that I would never approve anyone who had not taken the Business/Law exam. You would need a really good argument – and the argument of 'well, it's business, it's not what I do,' doesn't work for me. I could be convinced if you show a little more detail on what you did that I might be convinced to waive the trade portions of it.

Chairman Joslin:

Q. Is it somewhat possible that – if we were to contemplate giving you a probationary license – you could study a little harder and take the Business/Law exam within a period of time, and pass it?

A. It's possible – yes.

Patrick White:

Q. Our packet does not have your test scores at all. Can you tell us how you did on the trade tests and the Business/Law exam?

A. I did 11% on the Business/Law, and 56% on the trade exam.

- Q.** Not to make you feel bad but those are some of the lowest percentages I think – certainly for Business and Law – I’ve ever heard. I note in your packet, though, you do have an application for an Employer Identification Number (EIN) in here as well as a Certificate of Liability Insurance, and the Workers’ Compensation’ Notice of Election to be Exempt. How did you know to do those things? Who did them for you?
- A.** I hired Licenses, Etc. to help me with getting all of this ready.
- Q.** Okay – that was good. What can you share with us relative to managing your business of some 50 or so employees over the 26 years you were doing drywall in Oklahoma? Somebody helped you for the LLC that you had – how did you do those things in Oklahoma? How did you manage it? Who did your accounting? Who did payroll?
- A.** I had a CPA and my wife was an Accountant.
- Q.** Is that the one – the ex-wife?
- A.** Correct, yes.
- Q.** Not to delve into your personal life, but to understand the circumstances relative to the bankruptcy, because – was it a personal bankruptcy or was it the business?
- A.** It was a personal bankruptcy, yes, because of a divorce.
- Q.** Understood. Relative to the operation of your business in Oklahoma, were there ever any judgements or suits filed against you there?
- A.** As far as in my company?
- Q.** In the operating of your business.
- A.** Never, ever.
- Q.** Any complaints?
- A.** Never. I also, if I may say, I’m not looking to work five, or six, or thirty employees here – I just want to work as me. I am very, very picky. I like to do neat – that’s why I like the name that I chose here, “Integrity Drywall.” I operate with integrity. I never do anything incorrect. I like to do everything right. If you don’t want it done right, then you’ve got the wrong guy and I’m going to leave. I like to do things right. I think Collier County could use somebody here in this County who knows how to do something right in the drywall and finishing trade.
- Q.** I understand and the idea that are a list of individuals you mentioned both in Collier and some in Lee, without specifically identifying them, I understand they wouldn’t keep asking you back if you didn’t do the job with integrity. But the point is – if you sign a contract with someone and they tell you whatever – you cannot walk off the job.
- A.** That’s correct. I do understand. I read the Business and Law exam – I understand them – but the way the questions ... when you had to answer “A,” “B,” “C,” or “D” ... that’s where I get confused in the testing. I’m trying to explain to you ... everybody thinks differently and everybody perceives things differently. I mean, we’re all different. If we were all the same, it would be kind of a boring world. Again, like I say, I just learn differently. In school, I had learning disabilities. You know, I’m humbling myself here being honest with you, 100%. I struggled in school.

- Q.** I'm impressed. I think you are an intelligent and articulate individual, and you speak with a level of precision I think is evidence of what you are saying.
- A.** Thank you.

Terry Jerulle: I also am impressed. I used to live in Oklahoma – in Tulsa – and the people there are very honest and humble. And I would hire you to do my work if you had a license. But I'm not convinced yet to give you a license until you take that Business and Law exam. There are things that you don't know, you don't know. That's important. Not only for yourself but also for your employees and the people you are working for that I think you need to know. I'm trying to give you helpful advice and I don't think I'm going to vote to approve – I'm not the final “say” by any means ... but I don't think I would vote to approve until you get the Business and Law. Like Lyle, I think I can be convinced that you have the experience for the drywall and then limit the stucco/plastering. But until you do the Business and Law – I think you're just going to help yourself, as I said, along with your employees and the people that you work for.

Patrick White:

- Q.** To that, Mr. Windisch, I don't know if you've explored whatever avenues any of the testing companies may have for an alternative form of testing. I don't know whether you or Mr. Jackson may have any awareness of some other way that they may offer the exams but that may be something you would want to explore. I understand. My daughter is not the best test taker in the world – she knows her stuff in interior design but there's something about the testing process that doesn't work for her. So I understand and I'm empathetic but – like my fellow Board members – I think at some point we have to explore the opportunity to get you to take that exam and do something better than 11%. Let's put it this way, if there are four alternative answers – “A,” “B,” “C,” and “D,” – using what I called the “monkey method” back in the day – you should have at least scored a 25%! You usually get one out of four right. I understand that there's something else going on because your result is even less than a random choice outcome.
- A.** And I may, I apologize but I may have been incorrect on that – I may have ...
- Q.** Missed it by 11%?
- A.** That may have been what it was. I may have gotten that wrong when I said it to you.

Terry Jerulle: Mr. Jackson, is there a way for him to take the test orally?

Ian Jackson: That is something he would have to address with the testing company. Our Code requires us to use these approved testing companies and our Code leaves it at that.

Patrick White: I think the point, Mr. Windisch, is that you may want to try another company and have a conversation with them about alternative means of testing.

Matthew Windisch: I have talked to Gainesville and Prometric Testing -- I think is the other one. I've talked to both of them and they really don't have, per se, a learning disability class. Everybody has to take the same exams and stuff like

that. For me, like you said a moment ago, it would be really great if somebody could sit in front of me and read the question to me, and say ‘these are your answers,’ and say the answer to me – then my brain comprehends it a lot more clearly like that. Whereas, if I’m sitting there – reading it – and I’m on a time limit ... I’m thinking about that time, too ... and I’m getting nervous ... it really confuses me.

Patrick White: I think Ms. Hunt can agree with me on this – anybody who has sat for the Bar Exam understand the stressors and not everyone is able to manage those things. I had study group classes and tried, maybe, three times.

Matthew Windisch: Yeah – that would be me probably.

Chairman Joslin: I think [the tests for] any of the licenses the Board members hold are difficult tests – they are not easy to pass. And they are designed that way to make sure that you know what you are doing. That’s why I agree with Mr. Jerulle and Mr. Lantz – I think you have the trade experience without a doubt. It’s being able to run that business down the road ... maybe you’re going to grow ... you know, your business may take off because Collier County is a busy county. If you do quality work, you will get more phone calls ... and pretty soon you may have a bunch of employees that you will have to handle. And we want to make they are handled correctly and everything is getting done business-wise, not so much work-wise.

Patrick White: At our last meeting, we had a fairly lengthy conversation about Continuing Education requirements. I think we need to understand if there are any of those relative to either of these licenses that the County may be aware of.

Ian Jackson: No. Not at the County level.

Patrick White: To me – trying to understand what the trades are – it really comes down to mounting it soundly – structurally – and assuring that the Fire Codes are complied with. Again, from the trade perspective, I am fairly comfortable.

Chairman Joslin: I think it’s probably in the best interest of yourself – and probably, maybe the Board members will agree – that maybe it’s time that you go and take the test again ... at least the Business and Law another time. Maybe come back before us after you take the test again and see if your score improves. If you understand a little bit more, maybe you can pass the test. With that in mind, I’m sure a Waiver of your trade test wouldn’t be a question.

Patrick White: Let me put this put this in the form of a motion and get us moving forward.

Patrick White moved to approve the Request for a Waiver of the Drywall trade test and the Plaster/Stucco trade test. A license will be issued for Drywall and for Plaster/Stucco with a limitation on Plaster/Stucco to interior work only and that the licenses will become active upon passing the Business and Law exam. Kyle Lantz offered a Second in support of the motion with an amended that the Applicant will have up to one year time limit to take and pass the exam.

Patrick White stated he would accept a six-month time limit.

Kyle Lantz replied he would give a longer period due to the Applicant's testing disabilities. He further stated he did not want to extend the time line to two years. **Patrick White** agreed a one-year time limit would be acceptable. He asked Matthew Windisch if he understood the motion, and Mr. Windisch response was, "Absolutely, I do."

Chairman Joslin noted the Applicant would not be required to appear before the Board again because the Board will approve the Waiver for the trade tests. He explained to Mr. Windisch the licenses will not become active until he passes the Business and Law exam. Once that happened, his licenses would become active. **Patrick White** reiterated the Plaster/Stucco license is limited to interior work only – no exterior stucco work.

Matthew Windisch questioned whether the restriction would apply after he passed the Business and Law exam, and Mr. White's response was, "Yes."

Kyle Lantz explained Mr. Windisch was not being granted a temporary license ... nothing would be effective until such time as he passed the Business and Law exam.

Matthew Windisch stated he understood.

Ian Jackson requested clarification regarding the time limit, i.e., six months to one year.

Patrick White confirmed if Mr. Windisch had not taken and passed the exam within one year, his opportunity to do so would expire.

Kyle Lantz questioned why the Applicant would not appear before the Board after he passed the exam. He pointed out the Board had not waived examination of his credit score.

Patrick White noted the bankruptcy had been discharged and he was comfortable with Mr. Windisch's credit report.

Elle Hunt: What Kyle is saying is that the Board is not removing any of the County's conditions for approval on other parameters that need to be met for him to be licensed. The Board is just absolving him of taking the trade tests.

Ian Jackson: Understood. He's not "applying" if he passes the Business and Law exam – he's already applied. Everything in there, except for the testing, meets what the County needs.

Patrick White: Actually, I think it's the opposite of what the Board members are saying who are raising the issue.

Kyle Lantz: If he passes the exam in a year, does the credit report that's in here still count?

Ian Jackson: With the way it is now, yes.

Kyle Lantz: He wouldn't need to provide a fresh credit report?

Ian Jackson: No. This is his application.

Elle Hunt: Do we want to limit it, then, to six months in order to make Mr. Lantz more comfortable?

Kyle Lantz: No. If Ian is okay, then I'm okay.

Chairman Joslin: I think it's a good way to make the whole picture happen for you. You know what you have to do and we know what we've done to help you.

Matthew Windisch: Absolutely.

**Chairman Joslin called for a vote on the motion.
Motion carried unanimously, 6 – 0.**

Ian Jackson clarified the when Mr. Windisch passes the Business and Law exam, he will be issued two Contractor licenses but the Plaster/Stucco Contractor's License will be restricted.

D. Ian McLeod – Review of Credit

(d/b/a “Floor Kings Installation Services, LLC.”)

Chairman Joslin noted Mr. McLeod was appearing for a review of his credit report and stated there were some items on the report that were derogatory. He requested Mr. McLeod explain the report, line by line, and update the Board on his progress.

Ian McLeod:

- Verizon: He stated he was a current Verizon customer and didn't understand the derogatory notation had not been deleted.
- He stated he had owned a store in Dallas, TX, in 2007. He went out of business and lost the store. There has been a civil judgment against him but it had also been deleted.
- He stated he was “working on the rest of them.”

Patrick White asked why the civil judgment had been deleted.

Ian McLeod explained he disputed the amount claimed. It was deleted by both TransUnion and Experian after he completed the dispute process. He further explained the rent was \$4,500 a month and approximately one and one-half years remained on the lease when he went out of business. The correct amount was \$81,000.00, not the \$288,761.00 claimed. He continued he was not given a reason by the credit agencies and he never spoke with the management company in Rochester, NY. He went through the dispute process with the credit agencies and they deleted it.

- Mr. McLeod stated he was disputing the charge by Giovanna Apartments for \$662.00. He stated he didn't know what it was for – possibly the debt was incurred by his ex-wife after their divorce. He explained he was living in Louisiana in 2012. He stated if he was forced to pay the debt to clear his credit, he would do so.
- He stated he is also disputing the Collin County, Texas, tax lean in the amount of approximately \$1,300.00. He stated he was under the impression all tax bills were to have been paid when their house was sold. He stated his ex-wife filed an individual bankruptcy, but he did not. He had been told the taxes had been paid but he will pay it, if necessary. He was not provided with a Closing Statement from the sale of their house.

Chairman Joslin noted Mr. McLeod applied for a license to install floor covering.

Ian McLeod stated he wants to install carpet, vinyl, laminate, and wood flooring. He did not want to install tile.

Patrick White noted Mr. McLeod's FICO score was 646.

Ian McLeod replied he had improved his score by "quite a bit" and was working to improve it. He understood the Board preferred 660.

Ian Jackson clarified the Florida Administrative Code referenced that number. The Collier County Code referenced the Florida Administrative Code but did not reference that specific number.

Patrick White explained the number was a guide but not a mandatory requirement.

Mr. McLeod reiterated his goal was to improve his score – "slowly but surely."

Chairman Joslin questioned the Applicant:

Q. How long have you been a resident of Naples?

A. About two years.

Q. And you are from where?

A. Dallas and then Louisiana before Florida.

Q. Did you work in the trade in Dallas and Louisiana?

A. Yes, I did.

Terry Jerulle questioned the Applicant:

Q. What have you been doing for the past two years?

A. I have been working under other people who are licensed. For example, Floor Meisters of Naples, and a commercial flooring company also.

Q. In what capacity?

A. As a flooring installer.

Patrick White questioned the Applicant:

Q. As an employee?

A. Correct, correct.

Q. So you received a W-2 or a w-4?

A. Some do a 1099 and some do a W-2. One company I worked with just does a 1099.

Patrick White: How could they do that?

Kyle Lantz: In Lee County, you don't need a license to install carpet.

Ian McLeod: I think they just go in and pay the money for a Letter of Competency, I believe.

Vice Chairman Boyd: I thought you looked familiar. I need to divulge that this Gentleman laid some flooring at my business in December, I think.

Ian McLeod: What business was it, I'm sorry?

Vice Chairman Boyd: Signs and Things.

Ian McLeod: Okay, yes, sir – I do remember.

Attorney Morey: Is the matter concluded.

Vice Chairman Boyd: Yes.

Attorney Morey: Was the work done okay?

Vice Chairman Boyd: Yes, it was. He did a very nice job.

Attorney Morey: Is there no more financial entanglement?

Vice Chairman Boyd: No. I did not actually contract with Mr. McLeod. I contracted with Floor Meisters. But I felt I still should divulge that.

Chairman Joslin:

Q. On your “Detail by Entity Name,” it shows Richard Teodoro as President?

A. He is the primary owner, yes, sir. We have it on a percentage basis but he is the majority owner.

Q. And you are the Vice President?

A. Correct.

Q. But you are going to carry the license?

A. He is not very good at taking tests. I’ll be very honest with you – he is dyslexic and has trouble with written tests.

Patrick White:

Q. So you will be the Qualifier.

A. Yes, correct.

Q. And you will have responsibility for the accounts and the finances of the organization.

A. Correct.

Kyle Lantz:

Q. I haven’t seen it in here – did you already take the tests?

A. Yes, I did.

Q. And did you pass?

A. Yes.

Kyle Lantz moved to approve the application of Ian McLeod for a floor covering installation license. Chairman Joslin offered a Second in support of the motion. Motion carried, 5 – “Yes”/ 1 – “No.” Terry Jerulle was opposed.

**E. Kenneth Carter – Request to Qualify a Second Entity
(d/b/a “Carter Fence Company, Inc.”)**

Terry Jerulle: Mr. Carter, have you done work for my company?

Kenneth Carter: Yes, I have.

Terry Jerulle: I know there are two Carters and I think they both have done work. I don’t know you personally but ...

Kenneth Carter: Let me clarify that part ... I didn’t do that. I have been in business since 1980. My brother decided to go into his own business and name it “Russ Carter Fencing Company.”

Terry Jerulle: Okay.

Kenneth Carter: So there is another “Carter” but he’s only been in business for a few years now.

Chairman Joslin: I have to disclose information also. I have known Mr. Carter for close to thirty-five years. I built his first swimming pool – it was one of the first pools that I built in Florida. I have known him and his wife for many years. He does quality work and I remember when he started his little fence company in a 10' x 20' shed.

Patrick White: Do you have an on-going financial relationship with Mr. Carter?

Chairman Joslin: No – I wish I did, but I don't.

Terry Jerulle: I think I do.

Kenneth Carter: I think we still have some on-going work with Mr. Jerulle.

Terry Jerulle: I am going to abstain from voting. If I am allowed to participate in the discussions, I would like to.

Attorney Morey: The way the form 8-B works – I'll get it to you after the meeting and next time, we'll share the completed form with everyone, but you're doing it early here – but you can participate in the discussion.

Patrick White: Usually, the disclosure of the "conflict of interest" uses this weird word called "inure." And so the idea is something about the financial relationship between the two of you will inure to either your benefit or loss. And I guess the theory is we don't want to have any of that happen, so by making the disclosure now, you are getting the 8-B taken care of now, and next time, we are all good.

Attorney Morey confirmed Mr. Jerulle could participate in the discussion but would be required to abstain from voting.

Patrick White acknowledged the Chairman's relationship with the Applicant was not of a financial nature and he appreciated the disclosure of the personal relationship.

Kenneth Carter: I have also done a lot of work for Mr. Meister but he's not available today.

Chairman Joslin noted Mr. Carter had applied to qualify a Second Entity.

Kenneth Carter:

- We have done construction fencing for a number of years.
- I would like to separate the construction fencing business from the permanent installation side of the business.
- They are two different types of businesses and I would like to run the construction fencing from another location where materials can be stored.
- The materials for construction fencing are not generally used for new installations.
- The new location will allow me to separate it from the rental fence business.

(11:00 AM – Attorney Morey left.)

Patrick White: That was a much clearer explanation than what was in the packet. There is a hesitancy on the part of this Board to qualify Second Entities. I think the explanation you gave is very rational and seems like a pragmatic business decision.

Chairman Joslin: Most of the time it's within the same trade or trying to break it down and use the same thing for a repair or a renovation versus a retail portion. In your case, it's two separate entities that I can see. I understand what you're talking

about. From the retail or the rental portion of it – I understand you’re going to rent fences?

Kenneth Carter: Well, as we did for Mr. Jerulle – we put in a construction fence for anything that’s in the City of Naples, you have to have a construction fence. We’ve done a lot of that.

Terry Jerulle: You may want to expand upon exactly what you do so the Board members can understand. You do a temporary construction fence that you want to re-locate to one area and you do a different type of fence that you’re going to sell.

Kenneth Carter: Yes. For many companies, we will install a construction fence as they tear down a house or when they build a new house, they have to have a construction fence around it, or if it’s a commercial – for all these stores, we do construction fencing around those also. It could be for a term of usually a year or less. Then the fence comes down and the other company – if we do have obligations to them to do an installation of a permanent fence for a pool or the perimeter, that would be under the “Carter Fence Company” and not under the “Carter Construction Fence Company.”

Elle Hunt: Do you own both companies?

Kenneth Carter: Yes, I do.

Chairman Joslin: I have looked at the packet and I see where there are no issues in the packet as far as credit or anything else that I found derogatory, so ...

Kyle Lantz: I have a couple of issues. Now I don’t know you and please don’t take this as me trying to accuse you of being less than honest ... but there are a lot of less-than-honest contractors out there ... and so, one of the issues that we are tasked with is ... a lot of bad things can happen when somebody has two different businesses that have almost the same name and do almost the same thing. So one of the things that, to me, is a red flag and pops right up, is there is a possibility that “Carter Fence” could buy all the materials – all the supplies, all the everything – for both companies and “Carter Construction Fence” could be using all the stuff that “Carter Fence” buys, not reimbursing the other for them and making a huge profit. Then if “Carter Fence” goes out of business, it screws all the suppliers and doesn’t pay them. Whereas “Carter Construction Fence,” all of a sudden, is this huge cash cow. I’m not saying you are going to do this but there’s a possibility this could happen, especially when you are the same type of business. Fencing is a pretty niche market. Even though it’s two different kinds of fencing, as far as I am concerned, it’s the same business. You are opening two of the exact same businesses with almost the same name and there’s a lot of potential for something like that to happen. I, personally, don’t like the idea of what you’re doing. I can understand why you’re doing – I think it can be done with divisions or something to that effect. But what kinds of controls are in place? On the face of it, to me, and I’m only one of only five people voting now, but my vote is “no” because the potential of conflict arising. Whether you are that type of person or not, part of that is my concern. But there’s still the potential there.

Patrick White: Let me ask the question – are the materials in the scenario Mr. Lantz described ones that actually apply to your business? Are the materials you would buy for one company are something that could be used by the other?

Kenneth Carter: Conceivably, yes, sir, it could be that way. But that isn't the intention. Originally, I probably should have re-thought of this years ago when I re-incorporated a separate business – I probably just could have done a “d/b/a” or something and not had to go through as much. But we thought it would be more appropriate to try and get this separated so, at some point, if I wanted ...

Patrick White: Are they going to be operated – for tax purposes – as different types of entities?

Kenneth Carter: No, no. Not at this point, but at some point, it could be that way, yes.

Patrick White: That's another rational – it makes sense from a business perspective.

Kyle Lantz: Who is going to do the books? Is the same person doing the books for both companies?

Kenneth Carter: Yes.

Kyle Lantz: So it's the same company, but different.

Kenneth Carter: That would be true.

Patrick White: I think Mr. Lantz's point is you might want to have them done by different accounting or comptroller-type firms or arguably think about an audit. In any event, that's a problem that – at this point – no one has said exists.

Kyle Lantz: Well, what about the payroll? Are employees going to go back and forth between the two or are they going to be strict employees of ...

Kenneth Carter: I want it to have its own location separate from the main company. Probably for a period, the main company will do the payroll because the secretary I had has just relinquished her duties. We were going to do it out of that house but I don't have somebody to do it now, so the intent will be eventually to keep that all separate and get it running so it is on its own so it will have nothing to do with the main fence company because for some purposes, there are sales tax reasons why I want to do this. There is sales tax the rental fencing where there isn't a sales tax on a permanent fence. For that purpose – is mainly the reason why we were originally going to separate the businesses.

Kyle Lantz: What happens if Carter Fence is jamming busy – so busy that you can't keep up with it and there's no construction fence business, will you pull the employees from the Construction Fence Company over? Or vice-versa ... will they have the ability to do that?

Kenneth Carter: That's not the intent of what we are doing here ... absolutely not. But you know I would be saying, possibly yes, if there's no business in the one ...

Patrick White: You're not going to fire the people who have been loyal to you. From their perspective – as far as the skill set goes for the jobs they are doing – they are roughly equivalent.

Elle Hunt: What kind of controls are you going to put into place to alleviate what Kyle's concerns are – controls that there will be no conflicts of interest, no accounting abnormalities, etc., in the separation of these two companies?

Kenneth Carter: If there are materials bought for the main fence company, we have to pay tax on those materials because we're not charging tax on our installations. For the construction fencing, we would try to buy our materials and they would be tax-exempt because when we are doing construction fence work, we have to now in the

future charge tax on those jobs. That's the primary reason. But, no, the construction company down the road will have its own checking account so that it pays for its own materials and will have its own payroll out of it and will have nothing to do with the main company. There will be a separate phone number and a separate location to run the business out of.

Kyle Lantz: So it is foreseeable and, again, I am not accusing you of anything, I have a lot of friends who are less than honest, so I think like them. But it is foreseeable for you to buy a lot of materials under the construction fence side, not pay taxes on them, brush them under the rug to the main fence company side and not charge tax on it. Although ...

Kenneth Carter: Yes, that it possible but none of that is an intention of ours. The whole purpose of splitting it is to actually be accountable for the taxes that we would be – the sales tax and to keep them separate so we're not reporting sales tax from the main company and from a secondary company – so there's less interaction between the two where you mix-up your sales tax or no sales tax.

Elle Hunt: So you are saying you are doing an inventory and asset management, then, to ensure that it doesn't happen?

Kenneth Carter: Well, yeah. Buying material for the construction fence by the main fence company – that wouldn't behoove that company ... part of the main reason for doing this is to get some of my employees into profit-sharing. By separating the businesses, I can administer some benefits to these individuals who work in that department and can monitor their progress.

Patrick White: And productivity.

Kenneth Carter: Yes. Again, I've been in business twenty-eight years and none of the things I've ever done were trying to deceive, but I understand there are other people doing that kind of stuff and ...

Elle Hunt: And sometimes it can be unintentional, especially when you own both businesses and that's why I asked about an inventory and asset management – this way you are keeping a record of all of those things. And you can be audited.

Kenneth Carter: There will be separate assets. The construction fence has many different types of materials that we don't carry for the other fence. We have used material that has to be re-used and recycled – there are screen posts and wire gates and all that – and it does not really coincide with the main fence business because that's all new material. You keep that separate because you can't put used material from the construction fence company on somebody's new job. I really wasn't anticipating what your concerns are because it wasn't any of the intentions of our doing this – is to try to ...

Patrick White: Well, hopefully, we haven't given you any new ideas.

Kenneth Carter: I hope not.

Patrick White: There's always the risk I think of – those two or three people in this entire County who may be watching this on TV today.

Chairman Joslin: I think the members on this Board probably have to look at the packet. I've been on this Board for a long time – probably when I built Ken's pool, I was on this Board – and I've never seen a packet that has been as complete as the one in this packet now and is put together so well. He explains everything – almost in detail – of what he wants to do. And I know the integrity of the person, so ...

Vice Chairman Boyd: But you're not starting a new corporation – you're just doing a new d/b/a.

Kenneth Carter: Well, it is starting a new corporation because it's going to be all construction rental fencing that will be its own entity. When I incorporated it many years ago before the crash, it was my intention to do it then – it's been incorporated for ten years but inactive. Now we're just trying to activate that corporation for the purpose of separating from the main business into its own business. We also have two other entities that I have another location for but I didn't realize you can only qualify two businesses. So they'll have to stay 'doing business as' with the main company but they're a construction fence where we have eight operators and a fabrication division as well that don't really fall into the main business. We rented a place in Enterprise to put those businesses at. Again, I was going to do the same thing but you can't qualify four businesses. But I can do it as a d/b/a and down the road I will look at how I can divide and separate those.

Chairman Joslin asked Staff if Mr. Carter's impression was true. He stated he was under the impression the law had changed.

Ian Jackson explained that at the State level, you could qualify as many businesses as the State Board will allow. He confirmed a Contractor could qualify only two businesses in Collier County.

Terry Jerulle reiterated he could not vote on the case but stated since he has personal knowledge of Carter Fence Company, and if he could vote, would vote to approve.

Vice Chairman Boyd noted it was not the type of typical application to qualify a Second Entity where the licensee had a 50% interest, or less, in the business. He stated Mr. Carter owns the business completely and has been in business for a long time.

Patrick White moved to approve Kenneth Carter's Application to Qualify a Second Entity. Vice Chairman Boyd offered a Second in support of the motion. Motion carried, 4 – "Yes"/1 – "No"/1 – "Abstention." Kyle Lantz was opposed and Terry Jerulle abstained.

BREAK: 11:13 AM

RECONVENED: 11:24 AM

IX. OLD BUSINESS:

A. Jonathan Mosso – Review of Credit (d/b/a "K.E.A. Tile and Marble, Inc.")

Ian Jackson:

- Mr. Mosso delivered his credit report to the Contractors' Licensing Office last week
- At that time, he was given a letter which advised him of the date and location of the Board's meeting.
- He was not present at the meeting.

- In the past, in the same type of situation, the Board has suspended the Contractor's license.

Patrick White supported the action fully, based upon what he reviewed in the packet versus what was required to be done by the Board's Order. Mr. Mosso failed to comply.

Patrick White moved to approve suspending the Tile and Marble Contractor's license of Jonathan Mosso until he appears before the Board. Terry Jerulle offered a Second in support of the motion. Carried unanimously, 6 – 0.

B. Michael Belyea – Review of Credit
(d/b/a "Mike's Irrigation")

(Mr. Belyea was sworn in by the Hearing Reporter who is a Florida Notary Public.)

Chairman Joslin asked Mr. Belyea to explain his credit report.

Patrick White noted the Board's prior Order required Mr. Belyea to produce an updated credit report in addition to evidence of payments made (Springleaf Financial and the small balances listed on his credit report).

Michael Belyea:

- There is an agreement with American Express for a payment of \$250/mo.
- Re: the civil judgment (\$97,000) in favor of Colonial Bank – the bank is defunct. BB&T is the successor bank but has no record of the judgment. He spoke with BB&T and was informed since they have no record of the judgment they cannot advise him how to make payments. Mr. Belyea hired a credit consultant to assist him. The consultant stated if the Bank has no record of the judgment, Mr. Belyea should dispute the entry with the Credit Bureau.
- He was advised, since he has more than one item to dispute, to dispute all four at once because if he disputes each individually, his credit report would reflect each as a derogatory entry.
- He does have a payment plan with Springfield Financial for \$30/mo. He was surprised the credit report did not reflect his payments. Payments are made automatically through his checking account.

Patrick White asked Mr. Belyea if he had a letter from Springfield Financial agreeing to the payment plan and his response was, "No, sir, I do not."

Elle Hunt asked which debts he had paid in full.

Mr. Belyea replied the credit consultant he hired had advised him to pay the older debts on a monthly basis, "a little at a time," to re-establish his credit. He stated he still needs to provide for his family and paying chunks at a time was too difficult to budget.

Patrick White stressed Mr. Belyea should obtain letters from his creditors stating they agreed to monthly payments to provide to the Board. He stated he understood

the advice from Mr. Belyea's credit consultant to make monthly payments but he preferred to have proof that the creditors concurred.

Michael Belyea pointed out his credit score had improved (from 420 to 575) since his last appearance before the Board because he has been making monthly payments on the accounts. He stated he will contact his creditors to obtain letters. He stated he would call and write and hopefully have the letters within thirty days. He stated the accounts that he has been paying for the past year have all been due to over-the-phone agreements – he did not have anything in writing.

Patrick White noted there was a difference between a civil judgment and an entry on a credit report.

Chairman Joslin concurred, stating there was a record civil judgment in the Court and it would not “just go away” unless Mr. Belyea has written proof.

Mr. Belyea reiterated American Express had agreed to the monthly payment amount of \$250.

Michael Belyea continued his explanation of his credit report:

- Medical debts in the amount of \$240, \$350, \$872, \$7,600 (Avanti) and \$400.

Ian Jackson noted in the past the Board had not considered medical debts.

Chairman Joslin agreed with Mr. Jackson, stating in the past, the Board generally didn't list medical bills as a debt.

Michael Belyea assured the Board he would not ignore the bills and would pay them in full. He stated while his credit score had improved significantly, it was still not what the Board wanted to see. He reiterated he was making every effort to make payments and requested the Board grant him additional time to do so.

Chairman Joslin asked about the debt to Naser Mahmoud.

Michael Belyea stated the check cashing store in Immokalee had been closed and he had no information on how to contact Mr. Mahmoud.

Kyle Lantz: What have you paid in the past six months?

Michael Belyea: I have paid off these credit cards – Credit One, Credit One Bank, the Capital One account, and the Nationwide Recovery account. I continue to pay on a second Capital One account. I continue to pay the American Express account, and Springleaf Financial.

Kyle Lantz: Do you have any documentation saying the four accounts have been paid off, i.e., cancelled checks, letters, anything?

Michael Belyea: I can get them. I apologize ... I thought my credit report would show that I paid these accounts. I was ignorant to the fact that you would want that material.

Patrick White: The Order was very clear about providing evidence. I am not suggesting your testimony isn't evidence, but we typically suggest documents as proof.

Vice Chairman Boyd: Well, he has gone from 560 to 587 in his FICO so that's pretty good.

Kyle Lantz: He started at 481 so it's definitely a big improvement.

Michael Belyea asked what the Board's target number was and the reply was 660.

Kyle Lantz questioned Michael Belyea:

Q. How is your business going?

A. Fairly well – business is pretty good. I’m in the service industry – I don’t do any installations and I do mainly communities as opposed to residences ... maintenance.

Q. And are you – do you have the amount of sales that you anticipated having ... more, or less, or close?

A. Probably close – within \$20,000 for the year.

Q. Now is that \$20,000 out of an anticipated \$30,000 – what is that percentage?

A. What I was trying to get to was \$50,000 in sales.

Q. So you’re about 60% of what you were hoping to get?

A. Yes, sir. As you guys well know, for the first couple of years in business ...

Q. Oh, it’s not going to happen overnight – I get that. I’ve been in business for a while. Now that you are in business, are you paying everything on time? Are you paying your suppliers? Are you collecting money when you should be collecting money?

A. As I said before, I pay everything up-front ... I don’t have any accounts. I think that’s way better for me to do as opposed to opening any accounts when I am paying off back debt. So I pay direct. Getting paid? Sometimes it’s a struggle. Not dealing with General Contractors is certainly a lot simpler with what I’m doing now in dealing with Homeowners’ Associations. The money is there but sometimes the check doesn’t get written until the next month.

Q. What you’re saying is ... the business is running pretty good, you have no financial problems with the business, everything is getting paid. You don’t have any outstanding debts. You are running the business the way somebody would hope someone would run a business.

A. Absolutely. After the first time I met with the Board, we moved out of our place so I could drop down in payments. I actually changed health insurance companies to save money as well. We are looking at way to pay off quicker.

Chairman Joslin noted Mr. Belyea has been on probation under our jurisdiction since January 2016. He came before us in July for an additional six-month extension. He has been on probation for one year. We have choices: we can either end his Probation and grant him a full license or we can continue to monitor his dealing with his credit.

Kyle Lantz: I have a suggestion. My personal opinion is I am torn – I think there is no reason for him to continue to be on probation. He has increased his personal credit score, although not where we want it to be but he is definitely on the right path. But I’m torn because I want to see documentation of paid bills. I personally would have no problem with removing his probation as soon as he – I don’t think we need to review a letter from American Express saying the payment plan was approved – I think Mr. Jackson is very qualified to do that. I would have no problem removing his probation provided he produced documentation to Mr. Jackson that the four items he mentioned were paid in full and that he has a payment plan.

Patrick White asked how much time Mr. Belyea would be allowed to do so and Kyle Lantz’ response was, “Thirty days.”

Patrick White asked what would happen if Mr. Belyea did not comply.

Kyle Lantz stated he was a “firm believer” that if we drew a line in the sand, and if Mr. Belyea didn’t comply within the allotted time, to suspend his license.

Chairman Joslin asked if Staff was capable of monitoring the paperwork.

Ian Jackson requested clarification of the four items to be produced.

Patrick White reminded the Board that Michael Belyea had no control over how long it would take the creditors to respond to his request for written documentation and suggested he should be allotted three months.

Elle Hunt: I thought he said he had the documentation – he just didn’t bring it with him.

Michael Belyea: Some of it I do – for AmEx, I don’t but for two others, I do. I will call them and ask for it. Sometimes it takes thirty days – it took me thirty days to get the first couple of them.

Patrick White wished him luck trying to obtain anything from AmEx.

Michael Belyea explained his AmEx account had been turned over to a secondary company.

Kyle Lantz: You’re saying it’s not really feasible to do it in thirty days?

Patrick White: In my experience, in particular with respect to that particular creditor, they should be willing to document it if someone has entered into a payment plan. AmEx will tell you orally but they won’t commit to putting it in writing.

Kyle Lantz questioned Michael Belyea:

Q. You have four that you said you have paid off completely, right?

A. Yes, sir.

Q. And you can give us documentation for those?

A. Yes.

Q. Right away?

A. In thirty days if that’s okay.

Q. I’m happy with that.

Patrick White: As an alternative, it would be helpful to me that, in the instance where the direct creditor won’t, if there is a credit consultant who can verify what has been said here – that would work for me. Mr. Belyea said he hired someone who has given him counsel and advice.

Michael Belyea: When I would make these payments or set it up with the collection agencies, they would have to go back to the original creditor who says they if will allow me to pay so much or won’t. The agencies say they will put it together and send it to me.

Chairman Joslin: How many letters can you get within a thirty-day period?

Michael Belyea: Two – at least, that’s what they tell me. It shouldn’t be a problem. But I don’t have anything from AmEx. But I can provide the other ones for you.

Kyle Lantz: But I’m what I’m concerned about are the four small ones and Springleaf Financial because that’s what was in our Order. If you can get documentation for that – I think it’s a waste of time for you to come in here every six months and have the same conversation with us. Our goal is to have you run a business effectively. If your personal credit is horrible – as much as I hate to see it – it is not as much of a concern ... knowing that your poor decision-making in the past

isn't falling over into your future. As to running your business, my feeling is you are running your business correctly now and you don't have the poor decision-making processes because you're not borrowing anything. You are better off paying cash.

Chairman Joslin: You seem more comfortable now than you were in January 2016.

Michael Belyea: I was a little uncomfortable getting back into business because in 2008 I absolutely was not liquid enough and didn't pay attention to what was going on with the economy. I used to install quite a lot of big irrigation systems for the big developers and they walked away owing me hundreds of thousands of dollars. The Florida lien laws are such that after you get a lien, you have to hire lawyers to keep the liens going. I was just wiped out. I am much more comfortable dealing with Homeowners' Associations ... the money is there and I'm not dealing with 38 employees ... I have only a few employees and I'm much more comfortable managing it that way.

Kyle Lantz move to approve terminating the probation of Michael Belyea subject to his providing documentation of payment in full of debts owed to the following creditors: Credit One in the amount of \$426, the Credit One Bank in the amount of \$800, Capital in the amount of \$245, and Nationwide Recovery in the amount of \$426 in addition to the payment plan with Springleaf Financial to the Contractors' Licensing Office Supervisor within thirty days. As soon as the document has been provided, Mr. Belyea's license will move from probationary status to a full license. If he has not complied within the allotted time, his license will be suspended until he appears before the Board. Patrick White offered a Second in support of the motion. Motion carried unanimously, 6 – 0.

Chairman Joslin noted that Jonathan Mosso was now present and asked why he had not been present earlier when his case had been called.

Jonathan Mosso explained he had been at work.

Patrick White explained that neither the Board's counsel nor the Assistant Attorney were present. He suggested the proper procedure to be followed would be to decide if the Board wished to go forward with a Motion to Reconsider the Suspension it had previously imposed and void the suspension.

Terry Jerulle: Mr. Mosso, just so that you are aware, your case came up on the Agenda and the Board voted to suspend your license because you were not present.

Jonathan Mosso: Okay. I understand – it was my fault ... I take ...

Terry Jerulle: I'm trying to explain to you what ...

Jonathan Mosso: Oh, what you're debating or talking about now?

Terry Jerulle: Yes.

Jonathan Mosso: Okay.

Terry Jerulle: Your case came up on the Agenda and the Board voted to suspend your license and then you show up. That's what Mr. White is trying to deal with now.

Patrick White: Theoretically, we could adjourn the meeting and leave but you wouldn't have a license for the next month.

Jonathan Mosso: Correct.

Patrick White: That wouldn't be so good.

Jonathan Mosso: No, it wouldn't.

Patrick White moved to approve reconsidering the suspension of Jonathan Mosso's Tile and Marble Contractor's License. Elle Hunt offered a Second in Support of the motion.

Discussion:

- **Terry Jerulle:** I don't know what the procedure is, but ...
- **Patrick White:** All this does is put us in a position where we can consider removing the suspension.
- **Chairman Joslin:** We don't have to.
- **Terry Jerulle:** Okay. So we're going to hear the case now?
- **Patrick White:** No, this is just to determine whether you want to reconsider it.
- **Terry Jerulle:** Okay. And if we want to, then we decide when we want to do it?
- **Patrick White:** We can choose to do it now.
- **Terry Jerulle:** Or next month.
- **Patrick White:** Well, if we wait until next month, then – he has his license – and I don't know why we wouldn't deal with it today. Technically we could. My intention in reconsidering is to lift the suspension, void the Order, and the substantively consider his case.
- **Terry Jerulle:** Okay, knowing that both the attorney for the Board and the County are not present.
- **Patrick White:** I'm basing it on my prior experience and understanding of how the County Commission typically handles matters that they have decided upon and acted, and in the same meeting sought to reconsider it.
- **Chairman Joslin:** Staff, this is on your Agenda. Is this something that you want to do at this moment without the attorneys being present?
- **Patrick White:** I don't think we're doing anything to harm the County.
- **Chairman Joslin:** I understand that but, procedurally, without either attorney being present ---
- **Terry Jerulle:** I'm not trying to go anywhere – I'm just trying to understand the concept.
- **Patrick White:** That is the way it's done.

(Assistant County Attorney Kevin Noelle returned to the Hearing.)

Patrick White: I don't know, Mr. Noelle, if you were able to hear the conversation but Mr. Mosso has appeared, offered his explanation and apology for being tardy, and in the absence of other Counsel, I suggested to the Board that the appropriate thing to do would be to reconsider the suspension and then have a substantive deliberation of Mr. Mosso's credit review – either today or at a later date.

Assistant County Attorney Noelle: I agree. That would be proper format and I believe, since he had appeared, it would be proper to fully vet the review of his credit issue.

Chairman Joslin called for a vote on the motion. Carried unanimously, 6 – 0. Kyle Lantz moved to void the previously-approved suspension of Jonathan Mosso’s Tile and Marble Contractor’s License and approve re-opening his case. Patrick White offered a Second in support of the motion. Carried unanimously, 6 – 0.

A. Jonathan Mosso – Review of Credit
(d/b/a “K.E.A. Tile and Marble, Inc.”)

(Mr. Mosso was sworn in by the Hearing Reporter who is a Florida Notary Public.)

Chairman Joslin noted Mr. Mosso was appearing before the Board for a six-month review of his credit report. He asked if Mr. Mosso had evidence to provide to the Board concerning payments to Summit Financial and Snap-On.

Jonathan Mosso: I have the payment record for Snap-On and I can get payments for the Summit Financial. I can get it all. I’ve been making payments since the day that I left the first time.

Kyle Lantz: But you don’t have them with you now?

Jonathan Mosso: No, not today. Not on me.

Patrick White: What’s the difference between Matco and Snap-On?

Jonathan Mosso: It’s two different companies – they do the same thing.

Patrick White: And if ever there were a more confusing set of credit reports, I don’t think I’ve seen them.

Kyle Lantz: I’m confused ... there are two things that ... on Page 7 of 20 of the credit report where it says, “Negative Factors,” and has charged-off both Matco Tools and Summit Financial as of 12/2016. Does that mean payments for Matco and Summit are late as of two month?

Jonathan Mosso: Not to my knowledge. I have paid them every month. Matco Tools, I’m not paying Matco Tools – I am paying Snap-on Tools. Matco Tools is under investigation for identity theft through the person I am working with to repair my credit – she’s handling that situation right now. I am paying Snap-On and Summit. Iberia is for a “credit booster” that is through the person I am working with to repair my credit.

Patrick White: What amounts have you been paying and for which of them?

Jonathan Mosso: For Snap-On, I have been paying \$100.00 per month since the day I left – the last time I was here (July 20, 2016), and the same for Summit Financial. A few weeks later, I opened the “credit booster” C/D account through Iberia Bank and I pay \$87.00 a month on that.

Chairman Joslin: But you have no proof with you to verify that?

Jonathan Mosso: Not today – not with me, sir.

Chairman Joslin: Is that something you can get your hands on?

Jonathan Mosso: Yes, sir.

Chairman Joslin: When?

Jonathan Mosso: I can get it to you by the end of the week.

Chairman Joslin: Something you could give to Staff?

Jonathan Mosso: Yes, it's no problem.

Chairman Joslin: If this particular payment situation happens then, as far as I can see, unless someone has any other comments, Mr. Mosso has lived up to what we asked him to do in the Order of the Board.

Patrick White: Other than the fact that there isn't any evidence, unless you are willing to say you are accepting his testimony.

Chairman Joslin: His testimony and also if he's willing by the end of the week to give that proof to Staff then it would satisfy what we asked for. We've taken testimony and the fact that he can do it by the end of the week. If it happens, then I'm satisfied.

Kyle Lantz: Are you suggesting that, provided he gives evidence to Mr. Jackson by the end of the week, we remove his license from probationary status? And if he does not, then his license becomes suspended?

Chairman Joslin: Yes, exactly. Mr. Mosso, is that something that you can do?

Jonathan Mosso: Yes, sir. I'll make it happen.

Kyle Lantz moved to approve terminating the probation of Jonathan Mosso and granting him a full license subject to his providing proof of payments of the following: Snap-On Tools - \$100/month; Summit Financial - \$100/month; and Iberia Bank "Credit Booster" account - \$87.00/month. Documentation is to be delivered to the Contractors' Licensing Office Supervisor by the close of business on Friday, January 20, 2017. If he does not comply, his license will be immediately suspended until he again appears before the Board. Elle Hunt offered a Second in support of the motion.

Jonathan Mosso stated the other issue in the Board's Order was payment of child support. He explained he is current with the child support payments and the case has been closed.

Chairman Joslin called for a vote on the motion. Carried unanimously, 6 – 0.

NEXT MEETING DATE:

Wednesday, February 15, 2017

BCC Chambers, 3rd Floor – Administrative Building "F,"
Government Complex, 3301 E. Tamiami Trail, Naples, FL

There being no further business for the good of the County, the meeting was adjourned by the order of the Chairman at 12:25 PM.

**COLLIER COUNTY CONTRACTORS'
LICENSING BOARD**

RICHARD JOSLIN, *Chairman*

The Minutes were approved by the Chairman on _____, 2017,
“*as submitted*” **OR** “*as amended*” .