MINUTES
OF THE COLLIER COUNTY
CONTRACTORS’ LICENSING BOARD

December 18, 2019
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:        Kyle E. Lantz
   Vice Chair:      Matthew Nolton
   Members:         Michael Boyd
                   Terry Jerulle
                   Richard E. Joslin
                   Robert P. Meister
   Excused:         Patrick G. White

ALSO PRESENT:
   Michael Ossorio – Director, Code Enforcement
   Michelle Ramkissoon – Customer Service Specialist
   Kevin Noell, Esq. – Assistant Collier County Attorney
   Jed Schneck, Esq. – Attorney for the Contractors’ Licensing Board
   Timothy J. Crotts – Collier County Contractor 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 made.

1. **Roll Call:**

   Chairman Kyle E. Lantz opened the meeting at 9:05 AM and read the procedures to be followed to appeal a decision of the Board.
   
   Roll Call was taken; a quorum was established; five (5) voting members were present.

2. **Agenda- Additions, Changes, or Deletions:**

   Michael Ossorio, Director – Code Enforcement, stated that Patrick White had been excused.

   **Deletion:**
   - Under Item 10, “Public Hearings,”
     - B. Case #2019-08: BCC vs. Thomas R. Williams, d/b/a “Williams Magical Garden and Landscape” has been CONTINUED and will be heard at the January 15, 2020 meeting.

   **Addition:**
   - Under Item 7, “Reports,”
     - A. Introduction of New Licensing Investigators

3. **Approval of Agenda:**

   Terry Jerulle moved to approve the Agenda as amended. Richard Jerulle offered a Second in support of the motion. Carried unanimously, 5 – 0.

4. **Approval of Minutes: October 16, 2019**

   Michael Boyd moved to approve the Minutes of the October 16, 2019 Meeting as submitted. Richard Joslin offered a Second in support of the motion. Carried unanimously, 5 – 0.

5. **Public Comment:**

   (None)

6. **Discussion:**

   (None)

7. **Reports:**

   A. Introduction of New Licensing Investigators
Michael Ossorio noted Investigator Jack Gumph had retired. He stated the three new Licensing Investigators began training approximately two months ago and would be presenting cases to the Board in the future. He asked the new Investigators to introduce themselves and provide a brief background of their experience to the Board.

- Reuben Martinez stated he is a retired police officer and has been employed by the County since October 2019.
- Santo Nicita stated he is from New York City and had been in the Army for six years and in law enforcement for fourteen years.
- Walter Siegel stated he is also a retired police officer with thirty-four years of experience.

8. **New Business:**

A. **Orders of the Board:**

   Richard Joslin moved to approve authorizing the Chairman to sign the Orders of the Board. Michael Boyd offered a Second in support of the motion. Carried unanimously, 5 – 0.

(Note: The individuals who testified in the following case under Item 8, “New Business,” were first sworn in by the Attorney for the Board.)

B. **Trevor Reiland: Application to Qualify a Second Entity**

   (Currently Qualifies: d/b/a “Suntec Aluminum, LLC”
   Proposed Second Entity: d/b/a “Suntec Outdoor Living, Inc.”)

Michael Ossorio stated:
- Mr. Reiland is a licensed Aluminum Contractor (2015),
- He currently qualifies Suntec Aluminum, LLC and is the sole owner of this company and serves as its President,
- He has applied to qualify Suntec Outdoor Living; he will have 50% ownership of that company; he will serve as the President and Registered Agent.

Trevor Reiland noted he is also licensed in Lee and in Charlotte Counties.

Chairman Lantz questioned the Applicant:

**Q.** Can you give us a little background on what you do, what you plan to do, and why you want to qualify a Second Entity?

**A.** Yes, sir. I have been in the aluminum business for over twenty years – have been working since I was sixteen. We started a pool cage division – we have been doing it for a while now, but we are looking to do more – that’s why we called it Suntec “Outdoor” ... we want to do more “outdoor” work such as pergolas. The name signified what we want to do. Suntec Aluminum will work with builders while Suntec Outdoor will have more of a retail side to it. That’s the whole reason for the Second Entity.

**Q.** So why did you want a Second Entity instead of expanding the current company?
A. We’re probably going to start shifting over slowly from one company – that’s probably what we’re going to do. I also have a partner on the other side, so once he gets the paperwork done, then we’ll shift it over to the other one. Eventually, we will get rid of Suntec Aluminum. But for right now, that’s what we’re doing.

Q. Okay.

Chairman Lantz: Any questions from the Board?

Richard Joslin questioned the Applicant:

Q. In the application, it says you’re going to do a division of your company with your partner – yes?
A. Yes.
Q. As a Second Entity?
A. Yes. I already have Suntec Aluminum company – he’s not buying into that – we’re going to shift things over.

Chairman Lantz:

Q. Is your new partner buying it or ... how is that working?
A. He’s going to bring his other clients because he’s been doing this for over thirty years. He has his pool companies and that’s what he’s bringing over. I already have all my soffit, fascia and gutter clients – I do a lot of buildings in the area. That’s kind of how we have it set up right now.

Q. As it stands right now, Suntec Aluminum mostly does soffits, facias, gutters, a few pool enclosures – but not very many?
A. It’s mainly soffits, facias and gutters – what we do right now. Suntec Outdoor Living will do the pool enclosures, pergolas, and stuff like that.

Q. Your personal experience is not a whole lot of pool cages – it’s more the other stuff – and you’re bringing in a partner who has more experience with pool cages and has a great Roladex?
A. Exactly. I’ve done a lot of pool cages – I mean, I’ve done this for a long time but with his knowledge, it’s kind of nice having somebody – a partner like that who can help manage ... you know ... that aspect of the company. That’s the whole reason for it.

Q. Also, it said – I saw somewhere where you have a Finish Carpentry License and an Aluminum License? Are you looking to qualify the Second Entity for both – the application ... I thought it only said “Aluminum.”
A. Aluminum. Lee County added that on because I have a Finish Carpentry License, too, so I can do windows and stuff like that. They put that on theirs. I didn’t add it on this one. I didn’t know if I could do that or not. I wasn’t planning on doing that. So, I don’t know.

Q. Do you have a Finish Carpentry license in ...?
A. In Lee County, yes.
Q. ... in Collier County?
A. Not in Collier County, no.
Q. Oh, okay.
A. In Lee County, I do.
Q. You would have to apply for ...
A. Exactly – that’s why I didn’t really ... in Lee County – they added that on. I’ve been in business for so long that they don’t make you go in front of a Board – they just added it on to my license. That’s what they did.

Richard Joslin questioned the Applicant:
Q. On Packet Page 57, under “Financial Responsibility,” your answer to Question #2 [Had claims or lawsuits filed, or unpaid or past due accounts by your creditors as a result of construction experience?] was “yes.” Care to explain that?
A. I turned all the paperwork in – we filed – we had to do a Chapter 11 Bankruptcy ... we had an accountant who was horrible and who we are going after. We also had theft in our company, too, by Scott Lennandar, a former employee. The US Marshalls are going after him right now. He was a manager who was taking our contracts and writing contracts on a dummy account and we found out. That’s the cause of that stuff. That problem has been handled.

Q. The Bankruptcy – part of it has been discharged?
A. Today it goes to the Judge to be closed out.

Terry Jerulle questioned the Applicant:
Q. You’re here telling us you qualified a company that had some embezzlement and for which you are financially responsible. Now you’re asking us to let you open another company.
A. Well, I mean ... the Bankruptcy – the Judge approved it. You know if the Judge saw issues, she wouldn’t have approved it. She already went over it and saw the evidence and everything ...

Q. Like I said, it’s a tough question. You have to convince me that you’re not going to let happen in the new company what happened in the original company.
A. Yeah, I mean ...

Q. No, it’s up to you to convince us – right? So, I’m giving you the opportunity to – and it’s a tough question – but I’m giving you the opportunity to convince us that it’s not going to happen again. What steps and measures have you taken to ensure that people won’t embezzle from you and that you’ll take deposits from clients, and that you’ll be able to finish those projects if somebody happens to embezzle from you again.
A. Well, we did finish all the projects – there weren’t any that we didn’t finish. I took money out of my own pocket to make sure we finished those projects. Now I have to wait for our lawyers to go after the people who did the damage. But we have lawyers now ... before we didn’t have a lot of contracts, you know, or salespeople and stuff like that ... and disclosure and stuff like that. We have a lot of that now that we didn’t have before, so we took some measures. And, to be honest, I don’t know – not too many people can really plan for stuff like that. We know that it can happen, and I know what to do for the next time. I mean, you don’t know if somebody is going to go out and write contracts behind your back for another company, so ... I mean ... that’s something that we just got blindsided on so ... but other than that ... we have documents now, we have measures now and I think that should be a full proof plan now.
Chairman Lantz: Are there any other questions from the Board?

(9:20 AM – It was noted that Vice Chairman Matthew Nolton arrived. Quorum was increased to six (6) voting members.)

Richard Joslin questioned the Applicant:
Q. You said the Bankruptcy has been discharged as of today?
A. Yeah, that’s done as of 3:00 today. The Judge approved everything, and everything has been handled – it’s done.
Q. I’m concerned about a “glitz” – that it may not happen. I’d just like to see that paperwork in front of us before we decide.

Terry Jerulle: I tend to agree.
Trevor Reiland: It was turned into the Judge ... I mean, I don’t know what other ...?
Chairman Lantz: Are you looking for the Bankruptcy paperwork?
Richard Joslin: Yes, the Discharge of Bankruptcy. He says he’s supposed to have it today by 3:00.
Trevor Reiland: Yeah, but it’s already been approved by the Judge, so I don’t know what else ... even if it’s discharged, it’s already been approved. I don’t know what else ... paperwork ... you can turn in.
Chairman Lantz: Here’s what my issue is ... you have a company, and someone took advantage of your company. You can say it was the other person’s fault, you can say you didn’t have the proper safeguards in place to control for that not to happen. So, in one aspect you can say that somehow something failed in the first company. But now you want to open a second company. So, if you were overwhelmed in the first company, why would we give you a license for a second company where now you’re going to be split in half? I understand you said the lawyers have done some stuff to make sure that won’t happen, but I just don’t understand what they’ve done. Can you go into a little more detail of what kind of safeguards are in place to make sure that it doesn’t happen again? Because your response that now you’re more prepared for the next time – I hope there is not a “next time.” How do we make it to prevent a “next time” from happening?
Trevor Reiland: Well, I mean ... like I mentioned before ... I don’t know how you can prepare when you have a CPA who was doing malpractice. I don’t know how you safeguard that. I’m mean ... that’s one thing why we’re in the Bankruptcy – there’s nothing we can do about that. You pay a CPA to file papers and everything – he filed our taxes wrong and everything ... and we have to go after him. So, if you look in the papers that I gave you – it’s all in there. I mean ... I don’t know what measures you can do to safeguard on that. He was a certified CPA – he wasn’t a non-certified CPA who was doing our books. He made crucial errors that screwed up our tax return – that’s one thing. The other thing was when this happened back when the hurricane came through ... when Irma came through ... when we had all the contracts going ... we had signed contracts ... we had a manager who we paid to run the division that we had. I don’t know what else you can do... I mean ... to prepare for that when he’s goes to our clients ... has a dummy company that we didn’t know
about ... takes our contracts, writes another contract and gets cash from the homeowners, and the homeowners paid him. I mean ... I don’t know what else you can do. I know the homeowners are kind of at fault, too ... how do you pay somebody cash to another company from the one you signed a contract for? So, I don’t know how you really safeguard from that – that’s what was going on.

Richard Joslin: When the jobs that were completed and done -- was the merchandise – the materials – that were purchased by you ... didn’t you know where the materials were?

Trevor Reiland: I was the only company in the state of Florida to have fourteen semi-trucks ordered ... I knew there was a shortage and I had a connection with the supplier and I was the only company – if you talk to the supplier you’ll find out that I was the only company in the state of Florida that I pre-bought with the deposit money – it was sitting on site in those developments. So, to catch up ... to find out ... it took some time to catch on and find out that the material wasn’t there, so that’s when we finally caught on.

Vice Chairman Nolton: Excuse me, and it may have already been asked and I apologize, but when I looked through it and read through it – the treatment of the second company – it looked to me as if the second company was going to do exactly what the first company does. So ...

Trevor Reiland: Yeah.

Vice Chairman Nolton: ... so, did I miss why you would have two companies doing exactly the same thing?

Trevor Reiland: Because we started ... I don’t do pool cages on the other side ... we’re doing pool cages with a partner – we’re doing pergolas and other stuff like that with Suntec Outdoor Living. With Suntec Aluminum, I’m doing mainly soffits, facias, gutters with the builders that we do work for and eventually we’re going to merge them into one company. So, he’s bringing his accounts over – that’s what we’re doing.

Vice Chairman Nolton: When I went to your website ...

Trevor Reiland: Yes.

Vice Chairman Nolton: ... it said you do all those things.

Trevor Reiland: Yes, yes ... on which one?

Vice Chairman Nolton: On your Suntec Aluminum – it says you do all those things.

Trevor Reiland: And we had done them. If you pull up our permits, you’ll see that we had done them on Suntec Aluminum.

Vice Chairman Nolton: So, if Suntec Aluminum does do all those things ...

Trevor Reiland: So that’s why we’re brining a partner on ... he’s bringing the pool company clients that he has ... he does Artesian Pools, Classic Pools, and we’ll do all the pool cages. So, he’s bringing ... that’s what he’s bringing to the table and that’s why we’re starting ...

Vice Chairman Nolton: So, you’re starting another ... but you’re going to combine them into one company? Why not combine them into one company now?

Trevor Reiland: That’s what we’re doing right now ... we’re taking money and ...

Vice Chairman Nolton: Well, to do that, you wouldn’t have to qualify a Second Entity.
Trevor Reiland: That’s ... I don’t know, I don’t know why everybody’s giving us a hard time. I don’t know. I mean ... none of these questions have been brought up at any other time.

Chairman Lantz: We’re not trying to give you a hard time ...

Trevor Reiland: Yeah.

Chairman Lantz: ... but what you’re asking for is to have two businesses doing the same thing. There’s the possibility that you could buy all the materials under one company and then collect all the revenue under the other company, and conveniently, one company would declare bankruptcy while the other company would have all the revenue. There are a lot of issues that could happen, and we want to make sure that those issues don’t happen.

Trevor Reiland: Yeah.

Chairman Lantz: We’re not accusing you of anything ...

Trevor Reiland: No, I understand ...

Chairman Lantz: ... but before anything happens, we want to make sure that ...

Terry Jerulle: Or you could be giving a client two different bids from the same company.

Trevor Reiland: No, everything is ... everything is in the agreement with our lawyers ... that everything forward is sent to ... that’s what we’re doing with our partnership. Suntec Aluminum already had ... I’m in business since 2015 with you guys ... that’s when we started it ... all those accounts – it takes time to merge those things over. So, especially when I do big production builders’ homes – LGI Homes – I do all those type of tract homes – Adams Homes – all those guys that are corporate companies like that.

Vice Chairman Nolton: So, the company you are merging in – the one that’s doing all the cages and all that – are they not licensed? Is there not a Qualifier there now?

Trevor Reiland: No, he’s with me – I’m the Qualifier for the company. We’re doing all the cages ... he had a partner with Academy Homes, and they decided not to do that anymore. And I’ve known him for thirty years ... so, I mean ...

Vice Chairman Nolton: They were the Qualifier for the company ...?

Trevor Reiland: Yup, exactly. He had a partner with him and then they decided to go their own ways ... they didn’t want to have that ...

Vice Chairman Nolton: So, he’s not licensed?

Trevor Reiland: He’s not, no, I’m the license – yes. But he’s done it for a long time – he did have a license, but he just let it go.

Chairman Lantz: They are licensed in other counties.

Trevor Reiland: Yes. I’m the license in Charlotte and Marco ...

Chairman Lantz: Both companies are licensed?

Trevor Reiland: And in Lee County and Cape Coral ...

Chairman Lantz: So how long do you anticipate still having Suntec Aluminum open?

Trevor Reiland: I’m not sure yet. It could stay open ... I don’t know what we’re going to do yet.

Chairman Lantz: But you just told us you’re merging everything into ...

Trevor Reiland: That’s the plan ... I mean ... everything ... that’s how we’re doing it.
Vice Chairman Nolton: And therein lies part of the problem for us. This is the one opportunity that we get to say something or decide ... once we’ve said yes and once you leave here, you will have those two companies and you can do whatever you want with those two companies. You can bid against each other – we have no control after that point. That’s the reason for this process – to validate whether that’s a concern for the public or not.

Trevor Reiland: We have no plans to bid ... the stuff that you mentioned ... I mean, it’s great questions but none of that ever crossed my mind or anything like that. We’re not here to deceive people or anything like that ... it’s just ... I don’t know ... if you looked up my track record – there’s not any complaints on me ... I mean ... there’s nothing like that or with permits and other issues. I mean ... I’ve done business the right way but, unfortunately, I did have a ...

Vice Chairman Nolton: And the Board is not saying that. That’s the reason why this is in place ... to protect the public. This is one of those mechanisms to protect people against that.

Richard Joslin: This gentleman is going to be your partner and you said that he hasn’t been licensed – right – but he was working for someone who was licensed ...?

Trevor Reiland: Yes.

Richard Joslin: ... and did the pool cages for that company at the time? Now you’re going to license a new company and he’s going to run it?

Trevor Reiland: Yeah ... well, I’m running ... we’re both running it.

Richard Joslin: Well, basically, you’re running it – that’s the name of the game. He’s not licensed, so you’re it ... no matter what. Okay? You mentioned that he had a license.

Trevor Reiland: Yes. He had one of the biggest pool companies ...

Richard Joslin: What was the name of the company?

Trevor Reiland: CVS Aluminum.

Richard Joslin: Okay. I’m a Pool Contractor, too. I’ve heard the name. I would like to know some background on that gentleman and why he doesn’t get his license again and just contract as a sub to you to do the pool cages.

Trevor Reiland: He always stayed small after that – he had a partner ... it’s just what he did and now he doesn’t want to be out in the field because he feels it’s a one-man show out after that. He’s 55 years old and now he doesn’t want to install anymore. He came to me and said, “why don’t we just build this up,” because we both had big companies and we still do have big companies.

Richard Joslin: Why wouldn’t he just pick up his license again if he had one?

Trevor Reiland: It’s just what he wants to do it ... we’re going to merge and have ... where we can make more money together.

Vice Chairman Nolton: I guess if one is honest, he still could get his license and you still could have the two companies and he could qualify one. Then you wouldn’t be asking us to qualify a Second Entity. He’d qualify it and you guys could still merge later.

Trevor Reiland: This is just the route we want, I mean, we had lawyers draw up ... the agreement is already done ... everything is done. It cost us a lot of money to get the agreement done.

Richard Joslin: Is there a copy of that agreement in here?
Trevor Reiland: I don’t know ... I’m not sure if ... it might be ... I don’t know if I have it or not.
Richard Joslin: That might be something that we might want to look at.
Chairman Lantz: I have a question for Staff. Is there a possibility for us to allow the Second Entity to be qualified and to say the first entity – although he will have two entities – to say the first will not be renewed after a certain date?
Michael Ossorio: When you read the general description of the Ordinance ... in Section 81-201 under “General” ... you may put restrictions on – I think you have that latitude ... you can put an end date on the Second Entity ... sure.
Chairman Lantz: Or the first entity?
Michael Ossorio: On the first entity, which would be Suntec Aluminum, I think he is the Qualifier so there would be no end date. But you could put restrictions on the Second Entity.
Chairman Lantz: What he’s saying is that right now, Suntec Aluminum will eventually be moving everything to Suntec Outdoor Living. So, could we say that he could qualify Suntec Outdoor Living but in a year or two years, the license for Suntec Aluminum will not be renewed.
Michael Ossorio: I would do the opposite – I would place the restriction on Suntec Outdoor Living with an end date. Then if he chooses to qualify just one company, he can notify us that he wants to qualify only one company – Suntec Outdoor Living – so it won’t be two.
Chairman Lantz: And would he have to come before the Board to do that or ...?
Michael Ossorio: Well, he would have to go through the process. That’s how I would do it. You want him to qualify only one company. To do that, I would put a restriction on Suntec Outdoor Living to sunset in two years.
Chairman Lantz: And administratively, would the County be able ... it’s not something that would fall through the cracks?
Michael Ossorio: No.
Chairman Lantz: I want to make sure that Staff has something in place to ...?
Michael Ossorio: We have conditions on the application and conditions on our CityView process and then we usually put that in our network. We work with the Qualifier to make sure nothing falls through the cracks ... so that can’t happen.
Vice Chairman Nolton: Another question for Staff: Can you do something along those same lines and limit the permits they can pull for each company so that there can’t be a duplication – so one can do cages and the other one can do ...? Can you limit what they can pull permits for?
Michael Ossorio: The Board can ... the Board’s Licensing Office Supervisor can restrict any Certificate of Competency if the Qualifier doesn’t have the qualifications to do something. On a Second Entity, the Board can put restrictions on Suntec Outdoor Living – sure. I believe under Section 22-182(b)(2), the Board pretty much has the latitude to do what it wants with a Second Entity. I’ve never seen – I’ve been with the Licensing Board for twenty-some years and, as this Applicant is now realizing, this Licensing Board has been strict with Second Entities since I was 24 or 25 years old, many years ago. This is what they do, and I want to make sure he is not taking offense. We don’t like to do Second Entities in Collier County. I don’t know about Lee County or Charlotte County. There’s no rubber stamp in Collier County.
We want to know what you’re doing, how you’re doing it, and how it affects the County’s citizens. We’ve never restricted a Second Entity before – it’s something that is new – but I think the Board has the latitude to have a Second Entity sunset within so many years. I wouldn’t put a restriction on what type of work he could do because he’s qualified in all aspects of it. There is a provision to restrict a First Entity if the Applicant doesn’t have the qualifications, but he has the qualifications to do aluminum cages and those types of items.

**Vice Chairman Nolton:** Right. I was thinking more along the lines of ... that the restriction was between the two entities. We could cover everything that they could do ... such as one entity only could do certain things and the other entity could only do other things... then they could not possibly bid against each other.

**Michael Ossorio:** I probably wouldn’t want to ... the Board could put that restriction on it, but it does limit the business decisions that he could choose to make, and we’ve never done that before in the past. I would hope that as a good Qualifier, he would choose not to be against his other company but it’s up to each homeowner who he/she contracts with and they are usually pretty savvy about that anyway.

**Trevor Reiland:** If I could say ... not to cut you off, sir, but it’s the same ... it’s the whole reason why we did that ... because it’s kind of like another division ... but I’m not planning on bidding against each other. Anybody could see that ... the same logo ... the same name ... so it’s the same everything ... you know ... it would be kind of obvious to get two bids from the same logo.

**Richard Joslin:** Okay – I’m looking at your logo now at Packet Page 55 – for Suntec Aluminum, LLC, and below that you’re showing Suntec Outdoor Living, LLC.

**Trevor Reiland:** Yes.

**Richard Joslin:** Okay, then, which one is the LLC?

**Trevor Reiland:** Suntec Aluminum is the LLC. But the new Accountant for some reason didn’t ...

**Michael Ossorio:** Yes, there are some ... I believe I mentioned in the beginning of hearing that there were some discrepancies in the application. The Ordinance says you must fill out the application and then the application is forwarded to the Board – it’s up to you to decide how the application is interpreted. But I did mention that there were some housekeeping items that I wanted to make sure were addressed. That’s why I said on the record it’s Suntec Outdoor Living, Incorporated.

**Trevor Reiland:** In the Articles of Incorporation, how you file is how it is. I’m pretty sure he’s done that on the new one.

**Chairman Lantz:** Do you understand what I was asking about one licensing expiring?

**Trevor Reiland:** Yeah, I just wondered ... I have questions.

**Chairman Lantz:** Are you opposed to that?

**Trevor Reiland:** I mean ... I’d rather keep it the way ... but the County has an issue with that ... I’m not planning on bidding or ... I mean, you’re asking for trouble if you do stuff like that. It’s nothing like what I’m trying to do. I’ve always run a straigt business and, unfortunately, I’ve had some things that happened that were kind of out of my control. I did handle everything. There wasn’t anything that I didn’t finish and so ... I don’t run a bad business.
Richard Joslin: The problem that I think we’re having is with your words ... you say you don’t run a bad business but yet you’re going run two businesses now and you had problems with the first one that you didn’t handle or that you didn’t understand or someone was going behind your back. Our concern is now we’re doubling the trouble. What if it happens again?

Trevor Reiland: I don’t see what “trouble” ... I mean, when you have a Judge who says this was the most perfect Chapter 11 case she’d ever seen in her history of being a Judge, I don’t know what else you can say. I mean, it’s pretty cut and ... but if the CPA doesn’t ...

Richard Joslin: I’m not talking about whether the Judge has interpreted the Bankruptcy act. I’m talking about why it wasn’t handled before it happened.

Trevor Reiland: So, if you turn over your stuff to the CPA and you trust him to do his job like he’s supposed to do, how can that come ... how is that my fault if he files ... and actually, our bank caught it – what he was doing – he was putting our deposits in as cash instead of liabilities and that’s a huge thing – we paid huge taxes on that.

Richard Joslin: Is it not your responsibility to look at your account – your bank account – and what the CPA who you hired and paid ... isn’t that your responsibility? Or do you let a CPA or an attorney take over?

Trevor Reiland: And when we did, that’s when we caught it. I don’t know ...

Richard Joslin: Nine times out of ten, it’s going to happen again because you got it all in line with an attorney. It’s not the attorney’s problem – it’s yours. You run the business. I hope you understand that.

Trevor Reiland: I understand that, sir, and ... I mean ...

Richard Joslin: I have nothing else.

Chairman Lantz: Any other questions from the Board?

Jeb Schneck, Attorney for the Board: Mr. Chairman, just for clarification on the Bankruptcy ... it’s a Chapter 11 Reorganization of Debt but the debt has not been discharged. There’s been some reduction – a plan was put in place for payments to be made through that. There’s not enough here in the record but there may be limits on that first company. There was some discussion on possibly – after a year – having the first company go away but there may be some restrictions in the Bankruptcy plan that would not allow that to happen. I just wanted to add that.

Chairman Lantz: So, what you’re saying is, it’s possible the Bankruptcy Judge said that now that he’s cleared of the Bankruptcy, he must stay in business for ...?

Attorney Schneck: Yes, he owes ... the Plan is not he has to pay pursuant to the Plan and, until they are paid, that company is likely not going to just go and dissolve.

Chairman Lantz: Got it.

Richard Joslin: Oh, I’m not comfortable.

Chairman Lantz: Are there any questions from the Board? Any comments?

Anyone want to make a motion?

Richard Joslin moved to deny the Application to Qualify a Second Entity submitted by Trevor Reiland.

Chairman Lantz called for a Second in support of the motion. [No response.]
Terry Jerulle: This is a tough case. It’s simple from your viewpoint – right? You’re just a businessman doing business and you want to add a partner to continue doing business by adding a different Scope of Work. But we’re looking at it from a completely different way that you said you never thought of. I just don’t know which way to vote, to be honest with you. This is ... I mean I see two complete sides. I can see what happened with the Bankruptcy – right? I mean I’m taking your word for it but I’d sure like to see what has happened.

Trevor Reiland: What can I tell you ... I mean, it’s already been approved, and everything has been done. I mean ... no other county has given me a hard time at all. Not even any of these questions.

Terry Jerulle: That doesn’t mean anything ...

Trevor Reiland: I understand that, but ...

Terry Jerulle: But we’re here to protect ... and I hope you appreciate it ... I’m a business person also. We’re just here to try to protect Collier County’s citizens.

Trevor Reiland: I understand that but I’ve never ...

Terry Jerulle: And the other ...

Trevor Reiland: There’s never been any issues other than with Collier – none – and I’ve been doing this since 2015 with you guys. Every time – there’s been passed inspection ... no failed inspections ... I mean, I don’t know. I run a straight business. I work hard. I don’t do unlicensed stuff like a lot of the guys out there, and ...

Vice Chairman Nolton: Nobody is questioning that, okay? Try to understand, nobody is questioning that at all. Alright? The issue is, once we say “yes” – if we say yes – then you will have two companies and you will walk out the door. We won’t know what you’ll do then. And whether it looks like the same company or doesn’t – you said earlier that you had a sales guy going around having people signing different contracts and getting cash. People will do all kinds of silly things out there.

Trevor Reiland: Sure.

Vice Chairman Nolton: So, just because it looks like the same doesn’t mean that they’ll understand it’s not the same. Okay? So, it’s just really about that. You can say whatever you want to say standing there but once you leave here, all the controls that we’ve had are gone. That’s the reason why we’re here. If we didn’t need those controls, you wouldn’t even be here. And let me finish before your interrupt. Okay? So that what the vote is here. To the Board, I would say let’s approve this – this Second Entity with a sunset – whether it’s a year, two years, or eighteen months, then they can come back after that.

Richard Joslin: I disagree because – in the worst case, we could have him remove the application until we see the Bankruptcy papers – see if there’s a restriction on how long the company will have to stay in business. Otherwise ... there’s ...

Vice Chairman Nolton: That’s not a factor in what I’m saying because I’m talking about the Second Entity to sunset – not the first one.

Richard Joslin: Right.

Vice Chairman Nolton: With the first one, he’s going to do whatever he has to do in the Bankruptcy. We’re approving the second one with a sunset that’s only good for a year or for eighteen months, then that entity goes away or he has to take other action. He has to come back before the Board, or he has to merge the two together.
Trevor Reiland: The reason, right now, why I have Suntec Aluminum and Suntec Outdoor Living is because we had to wait to get our license and other stuff. Like, I have Artesian Pools and we do a lot of pools down here – I’m sure he’s one of the biggest pool builders – we have so many contracts. If you look right now, we pulled permits as Suntec Aluminum for the cages that we just did. That’s why we’re asking for Suntec Outdoor Living ... I mean, I can’t do it without a partner and a license. That’s the whole reason for it ... I mean, we’re not ... the whole thing hasn’t jelled together yet. This is the part of the reason – Collier County is the last missing piece that we need. I mean, so we can start merging and doing ... but I can’t close down Suntec Aluminum until and do cages down here because we’re not licensed as Suntec Outdoor Living. So, you know, that’s the whole reason why we’re doing ...

Chairman Lantz: But eventually you’re going to get rid of Suntec Aluminum?

Trevor Reiland: That’s the plan. That’s the part of the agreement that we’re doing. But right now, it’s not – as you see, every Board has their different meetings – so until everything is done, but that’s what we plan on doing.

Terry Jerulle: And I think that’s what Mr. Nolton was alluding to ... if we give you eighteen months – is that enough time to shut down the other one?

Trevor Reiland: Yeah, I mean ... I’ll be fine with that. If it makes you guys think I’m not going to do the bidding thing ... and I told you I understand that because there are companies, I’m sure, that’s probably done that. Guys, it’s never crossed my mind, you know, I have no plan to do that.

Terry Jerulle: Mr. Joslin, as a way of trying to find a way to do something as opposed to trying to find a way not to do something. The gentleman is here and I’m assuming Mr. Ossorio didn’t object when he said he doesn’t have any complaints against him in the County that you know of?

Michael Ossorio: I’ve gone through his record – he’s pulled building permits and does quite a bit of work. But to be honest with you – and I left a message yesterday – there was a complaint and I’m sure it’s going to be addressed. It is on Erie Drive ... a building permit that wasn’t completed.

Trevor Reiland: That’s the first time ...

Michael Ossorio: People do get complaints with inquiries and that’s ...

Terry Jerulle: In my mind, I’m thinking being fined ...

Michael Ossorio: No, not at all

Terry Jerulle: ... for unlicensed work or work without a permit – that’s what I’m thinking.

Trevor Reiland: Yeah – we’ve never done any of that. That’s the whole reason why I’m doing this ... to be covered.

Terry Jerulle: So, if that’s the case, Mr. Joslin, we’re trying to figure out a way to get to a satisfactory end here. You know, if we deny him – his partner could come in and not come before us and get a permit and he’ll still be doing the same thing. Right? So, to satisfy him today, to make him happy and to make us happy – so to speak – we can give him a license today that has a sunset of twelve to eighteen months ... as Mr. Nolton said ... then he’ll close down the other company and just have this company.

Richard Joslin: So, you’re agreeable to the twelve to eighteen-month period?
Trevor Reiland: Yeah, I’m fine with that. Like I said ... I’m not trying ... I totally get what you’re saying. I see how you guys are probably looking at it but it’s ... we ... we can’t close one until we have ... everything in the works.
Richard Joslin: Well, in that case, I will retract my motion to deny.

Richard Joslin moved to approve the Application to Qualify a Second Entity submitted by Trevor Reiland for a period of twelve months. After twelve months, Suntec Aluminum, LLC. will be dissolved. All bills will be paid, no creditors will be owed any money, and all business will be conducted under Suntec Outdoor Living, Inc.

Chairman Lantz stated that the sunshine clause could only be applied to the Second Entity, Suntec Outdoor Living, Inc. and not the first company.
Richard Joslin: I’m sorry, I said it backwards.
Michael Ossorio: Yes, it’s backwards but I understand your intention. The Second Entity, Suntec Outdoor Living, Inc. will be dissolved after twelve months.
Chairman Lantz: Or he can come before the Board and petition for an extension.
Michael Ossorio: An extension will go back before the Board for the Second Entity.
Trevor Reiland: Just to make sure so I am clear – Suntec Outdoor Living will be for eighteen months and then the other one will fall off or how will that ...?
Vice Chairman Nolton: What we’re doing is approving the Second Entity – Suntec Outdoor Living – is what the vote will be ... for twelve months. You will have the license for that for twelve months. What you do after that is up to you.
Trevor Reiland: Okay.
Chairman Lantz: It will be your duty to, hopefully, close down Suntec Aluminum before then and transfer your license from Suntec Aluminum to Suntec Outdoor Living. You wouldn’t have to come before the Board to do that.
Trevor Reiland: Okay.
Chairman Lantz: You will have to fill out a whole bunch of paperwork and probably pay some money.
Trevor Reiland: Okay, and then from there – Suntec Outdoor Living will just keep going? Is that how ...?
Chairman Lantz: Correct.
Trevor Reiland: Okay.
Vice Chairman Nolton: We’re giving you twelve months to clean up the Bankruptcy.
Trevor Reiland: Yes, this is the last ... everybody has accommodated ... Charlotte is approving it now ... you and Charlotte are the last ones. We might need to go to Sarasota, too, to do ... because North Port LGI Homes are licensed to build them out up there and it used to be that Charlotte covered North Port, but North Port is covered by Sarasota County now ... so that’s the one that we’ll have to get to be able to 0077ork for LGI Homes.
Richard Joslin: My motion is on the floor ... has it been ...?

Vice Chairman Nolton offered a Second in support of the motion but clarified that the approval pertained to the Second Entity, Suntec Outdoor Living, Inc.
and was limited to twelve months only. Richard Joslin concurred.

Chairman Lantz stated there was a motion on the floor and a Second. He asked if there was any discussion necessary.
Terry Jerulle: You are okay with this – you understand?
Trevor Reiland: Yeah, I am. From there, would I just have to write you guys a letter and give it to Michelle Ramkissoon? How does that work? Just letting you guys know that the other one has reached its limit. How would that work?
Michael Ossorio: If the Board does approve the Second Entity for twelve months, you will come to the Licensing Office and pay the renewal fee and there will be a restriction on the license ... not as to the Scope of Work ... but there will be a sunset restriction as to the time.
Trevor Reiland: For Sunset Aluminum?
Michael Ossorio: You and I will be communicating in the next couple of days concerning what to expect – I'm not going to give you three days and say, “hey, by the way – you’re supposed to turn your license in.” We’ll give you plenty of time to figure out some options. That’s how things will probably work in the next couple of months.
Trevor Reiland: Okay.
Chairman Lantz: And it’s not an issue for you to have it expire in a year ... and not on September 31st which is the normal expiration date.
Michael Ossorio: No, but he might want to sunset before twelve months, so he doesn’t have to pay the renewal.
Chairman Lantz: But that will be his decision. But we’re giving him the benefit so if he needs to, he can go to December.
Michael Ossorio: He can renew in September and then sunset in December. Or he can choose to do it before September and not pay the renewal. But that’s – we’ll be in contact ... we’ll be in communication.
Vice Chairman Nolton: I think we’re all satisfied then.
Chairman Lantz: Any more discussion? [There was not response from the Board.]

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

9. **OLD BUSINESS:**

(None)

10. **PUBLIC HEARING:**

(Note: The individuals who testified in the following case under Item 10, “Public Hearing,” were first sworn in by the Attorney for the Board.)

A. **Case #2019 – 07:** Collier County Board of County Commissioners, Plaintiff, vs. Stephen Cuebas, Respondent, d/b/a “All Weather Hurricane Shutters, Inc.” Collier County Licensed Contractor (C29826) – Misconduct
Chairman Lantz called Stephen Cuebas to the podium.

Chairman Lantz outlined the process to be followed for the Public Hearing:
1. This Hearing will be conducted pursuant to the procedures set forth in Collier County Ordinance #90-105, as amended, and Florida Statutes Chapter 49.
2. The Hearing is quasi-judicial in nature and the Formal Rules of Evidence will not apply.
3. Fundamental fairness and due process shall be observed and shall govern the proceeding.
4. Irrelevant, immaterial, or inconclusive evidence shall be excluded but all other evidence of the type commonly relied upon by reasonably prudent persons in the conduct of their affairs shall be admissible whether or not such evidence would be admissible in a trial in the Courts of Florida.
5. Hearsay evidence may be used for the purpose of supplementing or explaining any evidence but shall not be sufficient by itself to support a Finding unless such hearsay would be admissible or objected to in civil actions in Court.
6. The Rules of Procedure shall be effective to the same extent that they would now be hereafter recognized in civil actions.
7. The general purpose of the proceeding is for the County to set out its Opening Statement which details its charges against the Respondent.
8. The Respondent may or may not make his/her Opening Statement setting out in general terms the defenses to the charges.
9. The County then presents its Case in Chief, calling witnesses and presenting evidence.
10. The Respondent may cross-examine these witnesses.
11. Once the County has closed its Case in Chief, the Respondent may present his/her defense and may call witnesses, and do all the things described earlier, i.e., to call and examine witnesses, to introduce exhibits, to cross-examine witnesses and impeach any witness regardless of which party called the witness to testify, and to rebut any evidence presented against the party.
12. After the Respondent has presented his/her case, the County may present a rebuttal to the Respondent’s presentation.
13. When the rebuttal is concluded, each party may present its Closing Statement.
14. The County will have a further opportunity to rebut after the Respondent’s Closing Statement.
15. The Board will then close the Public Hearing and will begin its deliberations.
16. Prior to the beginning of any deliberation, the Attorney for the Board will give the Charge, which is similar to the Charge for a Jury, setting out the parameters upon which the Board may base its decision.
17. During deliberations, the Board can ask for additional information and clarification from the parties.
18. The Board will then decide two different issues:
   a. First, whether the Respondent is guilty of the offenses as charged in the Administrative Complaint and a vote will be taken on that matter;
b. If the Respondent has been found guilty, then the Board must decide upon the Sanctions to be imposed.

The Board’s attorney will advise the Board concerning the Sanctions which may be imposed and the factors to be considered. The Board will discuss the Sanctions and take another vote.

19. After the two matters have been decided, the Chair (or in his/her absence, the Vice Chair) will read a Summary of the Order to be issued by the Board. The Summary will set forth a basic outline of the Order, but it may not be exactly the same language in the Final Order.

20. The Final Order will include the full details that apply under state law.

Chairman Lantz: Do you understand what was said?

Stephen Cuebas: Yes, I do.

Chairman Lantz: The County will give a quick Opening Statement and you’ll give a quick Opening Statement. They County will present its Case against you and you can question anybody, and then you will give your case in your defense. Then the County might go back and say some more things, and then there will be a Closing Statement and you will give your Closing Statement. Then you’ll take a break and relax while the Board members will talk about whether your are guilty or not.

Chairman Lantz called for a motion to open the Public Hearing.

Richard Joslin moved to approve opening the Public Hearing in Case #2019–07: Collier County Board of County Commissioners, Plaintiff, vs. Stephen Cuebas, Respondent, d/b/a “All Weather Hurricane Shutters, Inc.,” Collier County Licensed Contractor (Number C28726) – Misconduct. Michael Boyd offered a Second in support of the motion. Carried unanimously, 6 – 0.

Chairman Lantz stated the Public Hearing was opened.

Richard Joslin moved to introduce Collier County’s information packet for Case #2019-07 into evidence as the County’s Composite Exhibit “A.” Terry Jerulle offered a Second in support of the motion. Carried unanimously, 6 – 0.

Timothy J. Crotts, Collier County Contractor Licensing Compliance Officer, presented the County’s Opening Statement:

- Stephen Cuebas is the holder of Collier County Certificate of Competency as a Hurricane Shutter/Awning Contractor (License No.: C28726) for “All Weather Hurricane Shutters, Inc.”
- Mr. Cuebas is before the Board for commencing work at 941 S. Collier Blvd., in the City of Marco Island, without the issuance of a permit.
- He was installing motorized hurricane shutters.
- A site visit was conducted, and the work performed by Mr. Cuebas was reviewed. It was noted that a permit was required to perform the installation work.
• This requirement was confirmed by Raul Perez, the Chief Building Officer for the City of Marco Island’s Building Department.
• October 9, 2019: I met with Mr. Cuebas regarding the work performed at 941 S. Collier Blvd, Marco Island.
• Mr. Cuebas gave me a copy of the contract which he had entered into with the homeowner of 941 S. Collier Blvd. which showed $12,900 as the cost to install four sets of motorized hurricane shutters. The cost included a $300 charge to obtain a permit.
• Mr. Cuebas stated he knew he was wrong and wanted to get things right. He also stated he was under pressure from the homeowner to work quickly because the homeowner was leaving and wanted to see the finished product before he left.
• There were three similar incidents in the past when Mr. Cuebas had commenced work without first obtaining a permit.
• October 10, 2019: Mr. Cuebas was personally issued a Notice of Hearing to appear before the Collier County Contractors’ Licensing Board on December 28, 2019.
• Mr. Cuebas has applied for building permit from the City of Marco Island.
• The permit was issued, and he is currently in compliance.
• The permit is still open and has not been finalized.

Chairman Lantz: Was that the County’s Opening Statement or the Case in Chief?
Officer Crotts: It was both.

Respondent, Stephen Cuebas, presented his Opening Statement:
• My office manager’s father was in hospice. As in most small companies, she runs the office and the other girl pulls permits. Her father passed away later in the month.
• My main installer’s father passed away and he went to Colombia.
• We had total chaos in the office.
• I have since implemented a new policy and we have a new checklist to replace the antiquated system.
• By the way, I am trying to put it on Excel and my wife is helping me.
• We are getting a new program set up so I can see everything every day and approve it.
• I’m sorry ... we weren’t being sneaky – my office had the permits applied for and all the paperwork was in, but it just got out of control, and I’m trying to fix it.

Chairman Lantz: So, a permit was applied for before you started work ...
Steven Cuebas: It was.
Chairman Lantz: ... but it just wasn’t issued?
Steven Cuebas: Right. And that’s something that I’ve had to repair, too, because they go in and do everything online. I just have to make sure now that I do more due diligence to get everything finalized. But the truth is without my office manager
being there, we just were ... it was crazy. There’s no rhyme or reason ... but we have now corrected everything.

**Chairman Lantz:** And you said you have taken steps to make sure this doesn’t happen again. What kind of steps and checklist ...?

**Stephen Cuebas:** We ... I don’t have enough copies ... but this is a generic copy of what we do [holding a document in his hand] ... it starts out with the address ... it’s a permit checklist and now I’m also putting it on Excel. I think this is ... we needed something a little bit more sophisticated so that I can see it on the computer and check it off myself.

**Chairman Lantz:** So, is it something that before the installers go out to a job ... everything is checked off ... the material, permits applied for, permits issued ... they have something in their hands ... something to that effect?

**Stephen Cuebas:** Everything is online ... because everything that she does now, she has an extensive checklist here. And it has the address, the parcel ID, the total job ... I can go on ... if it has been measured ... whether it’s a Marco Island worksheet or the City of Naples, wind loads, floor plans, engineering, whether it’s been highlighted by one of my guys ... now we are site-specific on certain jobs ... so much that goes into ... but all of that stuff gets checked off before so now we have everything we need done. But the bottom line is getting the permit back and approved from the County. And they take it out to the job site.

**Chairman Lantz:** So, everything has to get checked off before the installers head to the site?

**Stephen Cuebas:** Yes ... instead of the installers loading up and going. If you checked our system, everything is on it.

**Chairman Lantz:** Okay.

**Stephen Cuebas:** Even on this customer, I tried to do ... on this one, I tried to close him out ... I went personally to the City of Marco Island, but I couldn’t. I guess it has to be after the hearing – that’s what I was told.

**Chairman Lantz:** But it’s been inspected?

**Stephen Cuebas:** It’s been inspected – it’s just not closed out. It hasn’t been inspected because I couldn’t get an Inspector to go there yet – that’s what I was told by the City.

**Chairman Lantz:** Okay.

**Richard Joslin:** And for what reason was that?

**Stephen Cuebas:** They said that I ... because of this hearing ... it would have to be after this hearing ... that I had an open case with that unit. I’ve been inspected everywhere else – I just couldn’t understand why. But I did go there personally.

**Vice Chairman Nolton:** Mr. Crotts, had he applied for the permit prior to your getting involved or was that after-the-fact?

**Officer Crotts:** That is after-the-fact. On the Administrative Complaint ... Item #5 ... and I’ll let Mr. Cuebas check with me on that ... when I spoke with Mr. Perez, the Chief Building Official for the City of Marco Island, he told me no permit had been applied for, and that’s why a “Stop Work” Order had been issued by their Code Enforcement. This fact was brought up to Mr. Cuebas in Item #8 in the Administrative Complaint. That’s when Mr. Cuebas told me he knew he was wrong.
Stephen Cuebas: No, I’m not ... I’m sorry ... the paperwork ... the engineering ... was submitted, but I guess it just wasn’t paid for and if it’s not paid for then the permit isn’t legal, right?

Vice Chairman Nolton: That’s a different question. I asked had the permit been applied for and the answer was no it had not been applied for.

Stephen Cuebas: Okay, well then, I’m ...

Vice Chairman Nolton: You stated earlier that it had been.

Stephen Cuebas: ... I’m wrong in the wording ... the paperwork and the engineering and everything was submitted to Marco Island – it just wasn’t finalized or gone through Plan Review. I’d have to check ... I could be wrong ... I’m not saying, but the paperwork was there. That’s what I told ...

Terry Jerulle: Am I missing something? Is he saying that it was applied for and you’re saying that it wasn’t applied for?

Officer Crotts: I was told by the Chief Building Official that no permit had been applied for. But, unfortunately, Mr. Perez couldn’t be here this morning – he had an emergency with the City of Marco Island – but that was my direct conversation with him.

Stephen Cuebas: Well, as far as what I’ve learned now for permitting ... from what my office tells me ... the paperwork was in and it’s not finalized until the permit is paid for. And that’s one of the big changes that I’ve made with the new system because I have been kind of misinformed. They can highlight it ... they can ...

Terry Jerulle: I’m a little confused. You’re the owner ... Qualifier of the company ...

Stephen Cuebas: Yes, sir.

Terry Jerulle: ... right?

Stephen Cuebas: Yes, sir.

Terry Jerulle: And you knew none of that? At least if you don’t, sir, you should know – you should know about it. And nobody in your whole company should know more than you do that you need to have a permit before you start the work.

Stephen Cuebas: Right. As you can see, sir ...

Terry Jerulle: Now you say that you had applied for the permit, but testimony was given that you hadn’t ... and I’m a little confused.

Stephen Cuebas: I may be wrong. What I said ... all I’m saying – I’m not trying to lie or persuade the Court in anyway ... all I did ... my secretary said ... we highlight part of ... half of the engineering where the paperwork – we just never paid for the permit or, you know, so that’s what I’m saying. The paperwork was supposedly ... told to me by my office ... submitted. I’m not trying to sway you in any way ... I’m telling you the truth.

Richard Joslin: It’s hard to believe you because ... and I go to Marco Island for permits ... and, generally, when we take them in – there is a record that the paperwork was submitted. It may not be paid for until you pick it up, but it is still in there.

Stephen Cuebas: My office has been doing everything online. And I’ve changed the system – believe me. I’m on top of it. I hear what you’re saying and I’m on top of it. I’ve made mistakes ... I’ve just, you know, relied on certain people and, obviously, that’s cost me.

Vice Chairman Nolton: So, from what I’m hearing, the facts ... the facts that we do have from the Building Official that there had not been an application for the permit.
You think that it maybe had been but ... also from the data, there have been other occurrences with this company?

**Officer Crotts:** That is correct.

**Vice Chairman Nolton:** Could you describe or tell us about some of those?

**Officer Crotts:** Mr. Cuebas was issued a Notice of Non-Compliance for commencing work without a building permit on 10/09/2015. That Notice was issued by Karen Clemmons, a former Collier County Compliance Officer.

**Chairman Lantz:** Now, a Notice of Non-Compliance ... that’s just a ...?

**Officer Crotts:** That is a written warning from the County telling a Contractor that he/she had violated the Section of the Ordinance for commencing work without a permit – it is a written warning to put the Contractor on notice that he/she must make sure that permits are issued in the future.

**Richard Joslin:** Are you aware if that permit was ever issued?

**Officer Crotts:** That I do not know. There was a ...

**Assistant County Attorney Kevin Noell:** If I can just step in for a moment? As far as other things that have happened in the past, the Board can confine that to the penalty phase. What he is before the Board for right now is the one issue of doing work without a permit. So, I would just, legally, ask if we can confine the hearing itself to whether he committed that violation ... just to that single incident. And then if the Board upholds a Finding of guilt of that, then in the penalty phase, if they want to hear other testimony about past incidents, it might be better and legally proper to do it.

**Chairman Lantz:** But if ... if I do a job and I don’t get a permit and one of the Officers comes and yells at me ... and then I get the permit, I’m not going to come to the Board. He’s coming to the Board because it’s a repeat pattern – correct?

**Assistant County Attorney Noell:** No, he’s coming before the Board because he did work without a permit on the date set forth in the Administrative Complaint. So, he is before you for one violation ... asking that you find if the evidence is sufficient for that one violation.

**Chairman Lantz:** But why is he coming to the Board? I mean, how many violations do you guys issue in a year for work without a permit? It must be hundreds if not thousands – right?

**Michael Ossorio:** Let me tell you how things work in Licensing and when you talk about non-compliance. Obviously, this is more information for this hearing. There is a Section in the Code – 22-202 – that has it as a violation. As a violation of Section 22-202, it says we shall issue what’s called a Non-Compliance Order to a Contractor if it is reasonable to assume that he may not have known, or his office manager did it, or if it’s a first time and there’s no real financial harm. We usually have meetings with the Contractor. Usually after one or two or three times, we have that and, historically, we don’t treat that as a non-compliance because the gravity of the violations may be different, and you can’t use the same excuse more than once. So, this is under a misconduct for a local Contractor and not a willful Code violation. We could have brought him in the first time if we wanted to. We have that discretion. You might see in the future – this particular Section – because maybe there was financial harm to the homeowner. But if you ever read Section 22-202, it basically says that we shall treat it as a non-compliance. If the Licensing Supervisor wants to
bring it before the Board, as Mr. Noell said, it’s just to see if the Contractor did violate the Section for Misconduct – did he/she work without a building permit or inspections? It’s up to the Licensing Supervisor to determine if the violation rises to the level of Board action. If you remember ... about four or five years ago ... we changed the MuniCode – whether it was considered to be “major” or “minor” because that was somewhat confusing. Now it’s easier to understand. Maybe we’ll have a workshop that in the future about what Section 22-202 means and how to conduct business. As he said, the Board is just to hear the one charge of working without a building permit. If you do find him to be in violation, during the penalty phase, that’s when the repeat offenses, the gravity of the violation, and the steps taken to correct the violation are considered ... that’s when you will hear that testimony.

Richard Joslin: Thank you, Mike.
Chairman Lantz: Any other questions from the Board? [To Officer Crotts:] Do you have anything you would like to add?
Officer Crotts: Unless the Board has any other questions, the County rests its case.
Chairman Lantz: Do you want to make a Closing Statement?
Officer Crotts: Yes, the County will make a Closing Statement. As stated before, the work had been commenced without obtaining a permit, which was confirmed by Raul Perez, the Chief Building Official. Mr. Cuebas has since applied for the permit, it was issued, and he is currently in compliance.
Chairman Lantz: Mr. Cuebas, we moved to the County’s Closing Statement, but did you finish your defense?
Stephen Cuebas: Well, you gentlemen are completely right – I should be responsible, and I’ve made some changes. I’ve been doing this for thirty years and this is my first time – I should never be here. I’ve made many changes ... I’m not going to ... as you know, there is no excuse ... I’m not in the field – I’m all over but now I’m taking a bigger responsibility for handling the permits. I am handling them and I’m doing my best.
Chairman Lantz: So is it safe to assume – from what I’m reading between the lines – that you are saying that you are guilty, but you are trying to do better.
Stephen Cuebas: No, we’re going to do very much better. I’m not here to say something didn’t happen ... it did, and we did it, but I’m aware and we’ve changed it and are improving.
Chairman Lantz: Okay.
Richard Joslin: You should make sure you have a valid permit for the job before your men get there.
Stephen Cuebas: Absolutely. We will not commence a job without a permit – our men will go with the permit. Yes, absolutely.
Chairman Lantz: Would you like to make a Closing Statement?
Stephen Cuebas: I think I’ve said what I needed to say.
Chairman Lantz: Okay. [To Officer Crotts:] And you’re good?
Officer Crotts: I’m good, sir, thank you.
Chairman Lantz: We need a motion to close the Public Hearing.

Richard Joslin moved to approve closing the Public Hearing. Terry Jerulle offered a Second in support of the motion. Carried unanimously, 6 – 0.
Chairman Lantz: Now we need to determine if the Respondent is guilty or not guilty.

Richard Joslin: The Respondent has already admitted that he definitely made a mistake – whether it was a clerical or whatever – there as no permit. Thought he said he submitted the plans, through testimony, he hadn’t. He has admitted his guilt.

Terry Jerulle: Is that a motion?

Richard Joslin moved to approve finding the Contractor, Stephen Cuebas, guilty of the violations cited in the Administrative Complaint for Case Number 2019-07.

Terry Jerulle offered a Second in support of the motion.

Chairman Lantz asked the members if there was any discussion but there was no response.

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

Chairman Lantz noted the Board must decide upon any Sanctions to be imposed. He asked Mr. Schneck to advise the Board concerning the Sanctions which may be imposed and the factors to be considered.

Attorney Schneck listed the disciplinary Sanctions:
- Revocation of the Respondent’s license;
- Suspension of the Respondent’s license;
- Probation not to exceed two years;
- Restitution;
- Fines not to exceed $10,000.00;
- Public reprimand;
- Re-examination requirement;
- Denial of the issuance of Collier County or city building permits or requiring the issuance of permits under certain conditions;
- Reimbursement to the County of reasonable investigative costs for the prosecution of the violation.

Attorney Schneck further explained when considering disciplinary Sanctions, the Board should also consider the testimony and all the evidence presented, as well as:
- The gravity of the violation;
- The impact of the violation on the public health/safety/welfare;
- Any actions taken by the violator to correct the violations;
- Any previous violations committed by the violator; and
- Any other evidence presented at the Hearing relevant to the Sanctions which are appropriate to the case, given the nature of the violation.

Michael Ossorio provided background information concerning the Board’s options including reporting the violation to the State’s Construction Industry Licensing Board (“CILB”). He cited Section 61G4-17, the Florida Administrative Code, and noted the following categories:
• Normal Penalty Ranges,
• Aggravating and Mitigating Circumstances;
• Repeat Violations;
• Penalties – Cumulative and Consecutive Mitigation;
• Probations;
• Stipulations;
• Violations of Provisions of this Chapter.

He stated the CILB’s guidelines for fines:
1. For a contractor who pulls a permit after starting a job but prior to completing work for same, and who does not miss any inspections, the minimum fine is $250, and the maximum fine is $3,000.
2. For the failure to obtain inspections, the minimum fine is $500 and the maximum fine is $2,500 plus probation.
3. If a job has been finished without a permit having been pulled or permit was pulled after the job, or a late permit during the job resulting in missing inspection(s), the minimum fine is $1,000 and the maximum fine is $5,000.

He suggested the Board should consider Item #1 plus probation as options. He confirmed the Board could chose to do what it felt was appropriate.

Mr. Ossorio continued that the Contractor was present for the hearing and took responsibility for the violation, he understands the gravity of the violation having been in the business for many years and did obtain a permit. He concluded by noting the Board should deliberate the penalty phase as its next step.

Chairman Lantz: Can you go over his history?
Michael Ossorio: Permit violations are not “violations” found under the Licensing Board but are under Misconduct as a “minor” violation. He gave examples (the permit runner couldn’t file it on the expected day, or the permit was lost, the permit was validated) and the individual is not considered to be “in violation.” There were a couple of instances where the Licensing Supervisor at the time determined that Mr. Cuebas had to face the Board to deal with the issues within his company. Other than that, I don’t think we have any big complaints about his company—nothing stands out in my mind.
Chairman Lantz: Just that one where he failed to get a building permit?
Michael Ossorio: Well, he’s had a couple ...
Officer Crotts: Yes, I can give you the information on those.
Michael Ossorio: ... and those are just alleged violations but should not be found in violation by the Licensing Board. It should be weighed as not so much a “punitive” because when you do work without a building permit, the Florida Building Code requires a Contractor to pay twice the amount of the permit fee. The City of Naples is a little bit more. His penalty for working without a permit, under Marco Island’s fee schedule, is twice the amount of the fee.
Chairman Lantz: So he’s already paid double permit fees?
The City of Marco Island is four times the cost of the initial permit fees.

Chairman Lantz: How much is that?
Stephen Cuebas: I think it was $383...

Chairman Lantz: So he's already paid three times that...
Terry Jerulle: We don't know. Testimony says that he is supposed to pay four times...
Chairman Lantz: Well, one time you have to pay no matter what.
Terry Jerulle: ... but we don't know whether he's paid that or not.
Chairman Lantz: But the permit has been issued – correct?
Officer Crotts: The permit has been issued, that's correct.
Vice Chairman Nolton: Do you know how much he paid for it?
Officer Crotts: I do not.
Terry Jerulle: It's irrelevant to us. In my mind, it's irrelevant.
Vice Chairman Nolton: The only reason why I asked is then he would have been penalized if he had paid four times, but I know other examples where it's been waived by the agency and if they haven't charged him four times...
Chairman Lantz: Unless you get it done later. So, in your testimony, did you pay four times the permit fee?
Stephen Cuebas: We waited ... I think that's what ... that's what I thought we were coming here for today ... I didn't know what it was ... what it is.
Chairman Lantz: So, you didn't pay extra for the permit? You just paid whatever it was.
Stephen Cuebas: No, the permit ... that's what we're waiting for from Marco Island. That's exactly ... the permit is ... everything has been applied for and it's at the house – it's there – and we can't close it out because I'm supposed to pay a fine or two. That's why we're here – am I right?
Terry Jerulle: You could pay a penalty or as our attorney has said – we can revoke your license.
Stephen Cuebas: I know that ... I am aware of that.
Terry Jerulle: Or we could suspend your license.
Stephen Cuebas: You could put me out of business ... but...

Chairman Lantz: So, if someone does a job without a permit and the are cited by the Compliance Officer, how much is that -- $2,000?
Michael Ossorio: If you are an unlicensed company working without a building permit, it's a $1,000 fine.
Chairman Lantz: And for the second offense?
Michael Ossorio: The second offense is $2,000. But that's for unlicensed activity.
Chairman Lantz: But if you are licensed, it doesn't apply?
Michael Ossorio: If you are licensed, we treat it under violations as what we just discussed. If you are a State-certified Contractor, we do an investigation to determine what your intent was ... as in a “willful” violation ... or is it misconduct. Just make
sure you realize that a city ordinance has nothing to do with our local Ordinance and how you deliberate violations. With the State – it’s the same way. I don’t think they would let you work without a building permit but if the State suspected that’s you pulled a building permit after, you could be “red tagged” and you would pay an appropriate fee under the Florida Building Code. But that has nothing to do with a specific license. A fee doesn’t generate any activity on your license. You could be an owner/builder, or you could be a general contractor or a mobile home contractor over which this Board has no jurisdiction. It’s just a broad-based fee just to make sure that if you do work without a building permit, that it accumulates four times or twice the amount. And the fee sometimes is very minimal. If you work in Collier County without a building permit, I think the fee is $170 – the extra fee. It’s only the fee. I don’t know what Marco does.

Chairman Lantz: In other words, if I pay what I consider $800 for a permit – that includes the inspections – and then four times or two times might only be on the ...

Michael Ossorio: Just on the application itself. Marco may be a bit pricier. I’ve seen one single-family home where they started work twenty minutes early and the fine was $5,000 extra on the permit. The Scope of Work and the type of the permit is generally what determines. This is typically just a single discipline – over the counter – so it would be $70 or $80 or less. But it’s pricey doing business and that’s why when we issue a non-compliance, we try to reign them in.

Terry Jerulle: When was the last time that you took the exam?

Stephen Cuebus: It’s been about fifteen years, I guess ... I’m in compliance ... I know the rules ... I hear your Director. I have been doing this for thirty years and if you look at any of the infractions that you see, it’s been over fifteen years – it’s not something that happens all the time. It’s not habitual. It was a mistake and I corrected it. You’re right and I agree with you – wholeheartedly. I must be on top of it.

Terry Jerulle: Everybody in your company should know ... not just you ...

everybody.

Stephen Cuebus: I understand. They do now. This is embarrassing enough.

Richard Joslin stated he was in favor of finding the Respondent guilty but while looking at the “gravity,” he stated the permit would be most-likely be finalized after the hearing was over. He wanted the Respondent to be “watched” because this was not an isolated incident ... the Respondent had received several “slaps on the wrist” which should have been a wake up call to the Respondent to pay attention and become more involved in the running of his company.

Richard Joslin moved to approve finding the Respondent guilty of the allegation contained in the Administrative Complaint and recommended placing him on probation for a period of one year. The Respondent is required to pay a fine in the amount of $1,000.00 and is also required to reimburse the County for all costs incurred in the prosecution of this matter.

Chairman Lantz [To Staff]: Are there any costs?
Michael Ossorio: It was a simple matter and took the Investigator only one day. The total cost is $250.

Richard Joslin: I don’t think a test is going to help after fifteen years.
Terry Jerulle: Why do you say that? When he has to take the time to take a test, it will remind him – every second that he’s there, taking the test – that he doesn’t want to be back before this Board doing this again.
Stephen Cuebas: Can I say what a small company we are? And I understand. I’m not incompetent. Yes, I turned 50 in December. If you want me to review books or whatever, but I ask that you not require me to take tests. Please understand that I run a company.
Richard Joslin: What are your thoughts, Terry.
Terry Jerulle: I said what I said.
Vice Chairman Nolton: Do we have a motion?
Chairman Lantz: We have a Motion.

Vice Chairman Nolton offered a Second in support of the motion.

Chairman Lantz asked the members if there was any discussion.

Discussion:
- Michael Boyd suggested allowing the Respondent three months to take the test.
- Chairman Lantz noted the motion did not include a testing requirement.
- Richard Joslin stated he would amend his motion. After being in the business for so many years, many things can be missed.

Michael Ossorio explained a Point of Order. Since the motion received a Second in support, the maker of the Second must withdraw his Second so Mr. Joslin may amend his original motion.

Vice Chairman Nolton withdrew his Second of the motion.

Richard Joslin moved to amend his previous motion to include a requirement for the Respondent to take and pass the Business and Law exam within ninety-days from the date of the Order.

Chairman Lantz stated there was a new motion on the floor and asked if anyone wanted to Second it.

Terry Jerulle offered a Second in support of the motion.

Michael Ossorio confirmed the terms of the motion:
- $1,000 fine;
- $250 for investigative costs;
- The fine and the costs will be paid within ninety days of the Order.
• 90 days to take and pass the Business and Law exam; and
• Probation of one-year.

Chairman Lantz asked the Respondent if he understood the terms of the motion and the reply was, “yes.”

Chairman Lantz asked the members if there was any discussion of the amended and clarified motion. He stated he did not agree, personally, with the testing requirement. He saw it as a “punishment” that it would not solve anything. Other members were in support of the testing requirement.

Richard Joslin: Obviously, he doesn’t know the rules.

Stephen Cuebas: If you look at my record for the past fifteen years. This one I wholeheartedly admit to. I’ll take the fines and I’ll take my punishment, but the test is something I honestly don’t think is fair.

Chairman Lantz: Is there any further discussion?

Discussion:
• Richard Joslin: Just one more question. Do the members of the Board feel confident that he is not going to do this again?
• Chairman Lantz: I think paying the fine, reimbursing the County, and being on probation is enough to deter him from doing this again.
• Michael Ossorio noted the probation would be administered by the Licensing Board and not the Licensing Office Supervisor so any infraction would require a review by the Licensing Board.
• Stephen Cuebas: You guys have given me a penalty and probation for one year. School is humiliating enough.
• Richard Joslin stated he would withdraw the testing requirement from his motion.
• Michael Ossorio pointed out that Mr. Jerulle would need to withdraw his Second of the motion before Mr. Joslin could amend it again.

Terry Jerulle asked for confirmation under Roberts Rules of Order.
Attorney Schneck: If you don’t withdraw your Second, then the motion will die. Then a new motion will be made.
Terry Jerulle: And if I don’t withdraw?
Attorney Schneck: Then the Chairman can call for a vote.
Terry Jerulle: And that vote will either pass or fail.
Attorney Schneck: If the motion does not pass, then there could be another discussion and a new motion made. If it passes, then the case is closed.
Terry Jerulle: I am not going to be pressured either way. I believe what I believe. Okay. I don’t think you know how to pull a permit. I don’t think you know what the procedure is, and I don’t think you can dictate that correctly to your employees. I think you should take the test. Those are my feelings. With the evidence given to me today, I really think you should take the test and I think every employee in your company should know that they can’t work without a permit because I don’t think
this is the first time that this has happened. From the testimony and the evidence, I think this is an on-going thing. I’m not asking you anything. I’m explaining my position to the Board. But in the end, since it is personal, I will withdraw my Second of the motion. 

**Chairman Lantz:** I will say, I haven’t taken this Business and Law test, but I have taken other Boards’ tests and it ... 

**Terry Jerulle:** It isn’t that big of a deal. He should be able to go there, take and pass it without a couple of hours. 

**Stephen Cuebas:** But this test is not going to teach me ... 

**Chairman Lantz:** It’s not going to tell him how to pull a permit. 

**Terry Jerulle:** But it will tell him that he must have a permit. 

**Richard Joslin withdrew is previous motion.** 

**Chairman Lantz:** We no longer have a motion on the floor. 

**Richard Joslin moved to approve finding the Respondent guilty of the allegation contained in the Administrative Complaint and recommended placing him on probation for a period of one year. The Respondent is required to pay a fine in the amount of $1,000.00 and is also required to reimburse the County the sum of $250.00 for the costs incurred in the prosecution of this matter. The fine and the reimbursement to the County will be paid within ninety days of the Order in this matter. Vice Chairman Nolton offered a Second in support of the motion.** 

**Chairman Lantz:** We have a motion and a Second. Does anyone want to discuss it? [There was no response.] 

**Chairman Lantz called for a vote on the motion.** 

**Motion carried, 5 – “Yes”/1- “No.” Mr. Jerulle was opposed.** 

**Chairman Lantz** stated: 

- This cause came for a Public Hearing before the Contractors’ Licensing Board on December 18, 2019 for consideration of the Administrative Complaint filed against Stephen Cuebas, Respondent, License Number C28726, d/b/a All Weather Hurricane Shutters, Inc. 
- Service of the complaint was made by certified mail, personal delivery, or publication in accordance with Collier County Ordinance #90-105, as amended. 
- The Board having heard testimony under oath, received evidence, and heard arguments respective to all pertinent matters hereupon issues its Findings of Facts, Conclusions of Law and Order of the Board as follows: 

**Conclusions of Law, Findings of Fact, and Orders of the Board:** 

- Stephen Cuebas, d/b/a All Weather Hurricane Shutters, Inc., is the holder of record of a Collier County Certificate of Competency, License Number C28726.
• The Collier County Board of County Commissioners is the Petitioner in this matter and Stephen Cuevas is the Respondent.
• The Board has jurisdiction over the person of the Respondent who was present at the December 18, 2019 Public Hearing and was not represented by counsel.
• All notices required by Collier County Ordinance #90-105, as amended, have been properly issued or personally delivered.
• The Respondent acted in a matter that is in violation of Collier County Ordinance and is the one who committed the act.
• The allegations set forth in the Administrative Complaint as to Collier County Ordinance #90-105, as amended, Section 22-201(18):
  o Count I: Commencing work without first obtaining a building permit.
• The allegation was supported by the evidence presented at the Hearing.

Conclusions of Law:
• The allegation set forth in the Administrative Complaint as to Count One is approved, adopted, and incorporated herein, to wit:
  o The Respondent violated Ordinance #90-105, as amended, Section 22-201(18) in the performance of his contracting business in Collier County by acting in violation of the Section set out in the Administrative Complaint, with particularity.

Orders of the Board:
• Based upon the foregoing Findings of Fact and Conclusions of Law, and pursuant to the authority granted in Florida Statutes, Chapter 49, and Collier County Ordinance #90-105, as amended, by a vote of five (5) in favor and one (1) opposed, a majority vote of the Board members present, the related Sanctions and following Order are hereby imposed upon the holder of Collier County Certificate of Competency, License Number C28726, as follows:
  o The Respondent will be placed on probation for a period of one year, commencing on the date of this Order;
  o The Respondent will pay a fine of $1,000 within ninety days of the date of this Order, and
  o The Respondent will reimburse the County the sum of $250.00 which was incurred in the prosecution of this matter within ninety days of the date of this Order.

Chairman Lantz: The hearing is now concluded.

Chairman Lantz: I'd just like to make a quite statement. It seems like, you know, people might say we're complaining against them or are out to get people and we're asking a lot of questions that may not have been asked before. To me, I find that to be a positive for our Board. I think it's great that everybody here is questioning and going into detail. It shows that we are doing the best to serve the citizens of Collier County.
Richard Joslin: I have a brief statement. At the end of our last meeting, I asked Everildo Ybaceta to investigate what a Pool/Spa Servicing Contractor can do as far as it relates to new construction. I question the Contractors who are installing new pool equipment for builders with just a Pool/Spa Servicing and Repair Contractor’s License. I understood that the holders of that license could only repair existing equipment.

Michael Ossorio: I wasn’t here at the last meeting.

Richard Joslin: I know ... but if you could investigate this issue for our next meeting.

Michael Ossorio: I will tell you that when you look under Section 489 under Definitions, it is what it is. I can give you an answer next month or I can give you an answer today. If you really want a Declaratory Statement, and it’s something that Board hasn’t done in a while, you can ask that question and we will pose it to the Construction Industry Licensing Board (“CILB”). When you talk about Repair and Servicing Contractors, the majority are state certified. I could say whatever, but it might not “hold water” if you go to Lee County or Charlotte County. If you really want to due justice, you can prepare a Declaratory Statement on behalf of the Board to the CILB because you do have standing and you have a question. We discuss it at the next meeting and vote on it and to clarify the Declaratory Statement. I think that’s the way to find out the definitive answer. By the way, the Department of Business and Professional Regulations (“DBPR”) website has many Declaratory Statement on it and you can see if another jurisdiction has asked the same question. And I will look at that.

Richard Joslin: I have looked at the nomenclature – as far as how it is written on what a state-certified Pool/Spa Servicing and Repair Contractor can do. It seems everything revolves around repairing “existing” which means you remove an old part and install a new one. But can they install brand new equipment on a new construction job – that’s my question.

Michael Ossorio: That makes sense. Since the majority of these contractors are state-certified, we should defer to the CILB and present that question to them. I’ll do two things: (1) I’ll look to see if there are any Declaratory Statement that may answer your question and (2) I’ll enter the item on the next Agenda under “Discussion.” The Board can then vote if it wants to ask that specific question. I’ll do my research and we’ll figure it out.

Richard Joslin: Okay, thank you, Mike.

Michael Ossorio: The election of the Chairman and Vice Chairman will be on next month’s Agenda.

**Next Meeting Date:**

**Wednesday, January 15, 2020**

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 at 11:19 AM by order of the Chairman.

COLLIER COUNTY CONTRACTORS' LICENSING BOARD

\[\text{KYLE E. LANTZ, Chairman}\]

The Minutes were approved by the Chairman or Vice Chairman of the Contractors' Licensing Board on January 15, 2020, (Check one) "as submitted" [X] or "as amended" [___]