



City of Stuart

**MAGISTRATE HEARING DOCKET
CITY OF STUART, FLORIDA
121 S.W. FLAGLER AVE.
STUART, FLORIDA 34994**

**May 19, 2022 At 10:00 AM
Commission Chambers**

Agenda items are available on our website at <http://www.cityofstuart.us>
Phone: (772) 288-5306. Fax: (772) 288-5305. E-mail: mkindel@ci.stuart.fl.us

In compliance with the Americans with Disabilities Act (ADA), anyone who needs a special accommodation to attend this meeting should contact the City's ADA coordinator at 772-288-5306 at least 48 hours in advance of the meeting, excluding Saturday and Sunday.

If a person decides to appeal any decision made by the Board with respect to any matter considered at this meeting, he will need a record of the proceeding, and that for such purpose he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

WHAT IS CIVILITY? Civility is caring about one's identity, needs and beliefs without degrading someone else's in the process. Civility is more than merely being polite. Civility requires staying "present" even with those persons with whom we have deep-rooted and perhaps strong disagreements. It is about constantly being open to hear, learn, teach and change. It seeks common ground as a beginning point for dialogue. It is patience, grace, and strength of character. Civility is practiced in our City Hall.

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

VIOLATION HEARINGS

1. City of Stuart vs Robert J. Quinn
2. City of Stuart vs. Selena A. Davis
3. City of Stuart vs. Michael Ciabattari

ADJOURNMENT

Basic Info

PIN	AIN	Situs Address	Website Updated
20-37-41-005-000-01920-0	157401	464 NW SUNFLOWER PL JENSEN BEACH FL	5/9/22

General Information

Property Owners BRENNAN JOSEPH M	Parcel ID 20-37-41-005-000-01920-0	Use Code/Property Class 0100 - 0100 Single Family
Mailing Address 464 NW SUNFLOWER PL JENSEN BEACH FL 34957	Account Number 157401	Neighborhood 220010 The Pines
Tax District STUART	Property Address 464 NW SUNFLOWER PL JENSEN BEACH FL	Legal Acres .2070
	Legal Description LOT 192 PLAT 7 PH C PINEAPPLE PLANTATION...	Ag Use Acres N/A

Current Value

Year	Land Value	Improvement Value	Market Value	Value Not Taxed	Assessed Value	Total County Exemptions	County Taxable Value
2021	\$ 140,000	\$ 248,270	\$ 388,270	\$ 20,361	\$ 367,909	\$ 50,000	\$ 317,909

Market values shown on the website reflect market conditions as of January 1st, the statutory assessment date. We are prohibited by law from relying on sales that occur after the January 1 assessment date. Therefore, market values shown on the website do not reflect today's market conditions, but rather the market conditions last year. In addition, the statutes require the county Property Appraiser to deduct for typical costs of sale (which include expenses such as commissions, title insurance, appraisals, inspection fees, etc.) when arriving at market value for tax purposes. That is why the market value for tax purposes is different from what a property would sell for today.

Current Sale

Sale Date 12/20/18	Grantor (Seller) ANDERSON, DOUGLAS & PAMELA	Doc Num 2732022
Sale Price \$ 432,500	Deed Type Wd Full Covenant and Warranty Deed	Book & Page <u>3034 0600</u>

Legal Description

LOT 192 PLAT 7 PH C PINEAPPLE PLANTATION PUD (PG 15 PG 46)

The legal description is intended for general information only. The Property Appraiser assumes no responsibility for the uses or interpretations of the legal description.

CITY EXHIBIT



Martin County Florida

Your County. Your Community.

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Licensed Professional Information:
MC - ROOFING CONTRACTOR MC2000039

Licensee Detail

License Type:

MC - ROOFING CONTRACTOR

License Number:

MC2000039

License Expiration Date:

09/30/2022

Business Name:

SOUTHERN ROOFING & REPAIRS LLC

Address:

120 SW OCEAN BLVD
QUINN, ROBERT
STUART FL 34994
7723531099
southernroofingfla@gmail.com

Related Records

Public Documents

Attachment List

Name	Type	Size	Latest Update	Action
Quinn, Robert.pdf	Application	2.19 MB	03/19/2020	Actions ▼
failed trade.pdf	Exam Result	138.62 KB	01/21/2021	Actions ▼
February 11 fail trade.doc	Exam Result	64.50 KB	02/16/2021	Actions ▼
failed Feb.18-Grade Letter_.doc	Exam Result	63.50 KB	02/19/2021	Actions ▼
pass trade 3 11 21.doc	Exam Result	64.00 KB	03/11/2021	Actions ▼

< Prev

1

2

Next >



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
SOUTHERN ROOFING & REPAIRS LLC

Filing Information

Document Number L20000038909
FEI/EIN Number 84-4671873
Date Filed 02/03/2020
Effective Date 02/03/2020
State FL
Status ACTIVE
Last Event REINSTATEMENT
Event Date Filed 09/27/2021

Principal Address

120 sw ocean blvd
STUART, FL 34994

Changed: 06/08/2021

Mailing Address

120 sw ocean blvd
stuart, FL 34994

Changed: 09/27/2021

Registered Agent Name & Address

QUINN, ROBERT J
120 sw ocean blvd
stuart, FL 34994

Name Changed: 09/27/2021

Address Changed: 09/27/2021

Authorized Person(s) Detail

Name & Address

Title MGR

QUINN, ROBERT J

CITY EXHIBIT 2A

PRELIMINARY PRICING DETAIL

Southern Roofing & Repairs LLC
120 SW Ocean Blvd
Stuart, FL 34994
Office: 772-353-1099
Licensed & Insured FL MC2000039
southernroofingfla@gmail.com

Customer Name: Joe Brennan Field Representative: Bob Quinn

Contract Amount	Amount
	\$ 31,500
<i>PD Incl 3/14/22</i> <i>in progress</i> <i>12/30/21</i>	
PAYMENT SCHEDULE	
Deposit <u>15,750</u>	Paid Date: <u>11/24/21</u> CK# <u>365</u> @\$ <u>15750.00</u>
In Progress <u>9450</u>	Paid Date: <u>12/30/21</u> CK# <u>368</u> @\$ <u>9450</u>
Final <u>692.20</u>	Paid Date: <u>2/24/22</u> CK# <u>CC to extreme</u> @\$ <u>692.20</u>
Balance Due of Original Contract <u>\$6300</u>	

Your final balance may be higher than the original contract price due to supplements approved by your insurance company during the course of the project. Per your original contract, any supplements if approved and paid by the insurance company will be paid directly to Southern Roofing & Repairs, LLC.

Supplements (If Applicable)	\$ <u>692.20</u>
New Contract Amount	\$ <u>32,192.20</u>

Homeowner Signature: [Signature] Date: 11/24/21

CITY EXHIBIT 3

April 25, 2022

Martin County Building Department
900 SE Ruhnke St.
Stuart, FL 34994

RE: Subject: ROBERT JAMES QUINN
Case Number: 2022-014095

Dear Martin County Building Department:

Enclosed please find a copy of a complaint received by the Department of Business and Professional Regulation. A review of the complaint information determined that the Division of Regulation does not oversee the specified licensee. Therefore, we are forwarding this information to your office for review and any action deemed necessary.

The complainant is being notified that this matter is being referred to your office. Please feel free to contact us if you have any questions. Thank you for your assistance.

Sincerely,



Tyler Mickens
Senior Consumer Service Analyst
Department of Business and Professional Regulation
2601 Blair Stone Road
Tallahassee, FL 32399
Phone: 850.488.6603

ENCLOSURE

CITY EXHIBIT 4

May 9, 2022

Joseph M. Brennan
464 NW Sunflower PL
Jensen Beach, FL 34957

Attn: Steve Nicolosi CBO
Building Dept.
City of Stuart
121 SW Flagler Ave.
Stuart, FL 34994

To whom it may concern,

This letter serves to detail my dealings with Robert Quinn of Southern Roofing & Repairs, LLC. License numbers MC2000039 and RC29027802. I had a lot of problems from this contractor and ultimately he abandoned the job and has not completed our contracted terms. Below please find listed a timeline of events and issues:

08/16/21: Signed contract by both parties for metal roof and new gutters for total \$31,500.00.

11/24/21: 50% deposit paid to start job at \$15,750.00.

12/30/21: shingles torn off and peel & stick barrier placed. Bob states metal will be delivered in 3 days and needs the other 30% down payment to pay his crew and for materials. Paid out another \$9450.00. At this point the super gutter of my pool enclosure was damaged.

02/02/22: 3 days for metal turns into months. Bob lies and makes up excuse after excuse. Lied and said metal was on back order, fell off a roof, car broke down, etc. I personally call metal company and they confirm there is no back order. Finally get him to install drip edge and valleys. Asked Bob several times since 12/30 to fix super gutter and clean all the debris they left in my back yard. Still not fixed. Bob asks me to pay the metal company directly so they release the materials which added up to more than our agreed upon contract. Turns out he never bought my metal and that's the only reason I haven't had a roof this whole time. I want to know what happen to the \$25,200.00 I already gave him.

02/20/22: Have to get lawyer involved. I have to pay \$700 over contracted price if Bob pays down balance at Extreme Metal Fabrications and I will pay off the rest so that they will deliver the metal.

02/24/22: Bob pays down metal balance. I payoff remaining balance of \$6992.20. I have now paid out \$32,192.20 for the job.

03/09/22: Metal roof material delivered to property.

03/10/22: Roof installers hired by Bob on property. Install 90% of roof and await in progress inspection.

03/11/22: In progress inspection passes. Crew foreman hired by Bob at my house demanding for payment for previous days work. Foreman informs me Bob promised them half their installment fee at

CITY EXHIBIT 5

the end of the day after completion of the first days work and the other half after final inspection. Roofers wont finish job now that Bob wont answer phone or pay them.

03/12/22: Installer from day before shows up again at my door asking me for the money for the roof install. I have to explain again that Bob has all the money and he owes them since he hired them. Foreman tells me his crew wants to rip the roof off if they don't get paid. I filed a police report with Stuart Police this day because we were scared they would do something if Bob didn't pay them.

03/13/22: I pay a different roofer \$500 out of my pocket to finish my roof.

03/14/22: Had to schedule final inspection myself and it passed. I inform Bob roof is done and he needs to pay the installers. He claims they need to send him a copy of their license, insurance and invoice and he'll pay them. Now I wonder who are these guys he hired? Are they licensed? They are foreigners so he prob will rip them off. Again, ask Bob to install gutters and fix super gutter and pool enclosure.

03/18/22: I have to remove all left over scrap metal and materials because Bob won't answer phone or send a crew to remove materials. It took me and 4 others to discard the hundreds of pounds of scrap.

03/23/22: I have pool enclosure specialist come look at my super gutter. They did approx \$4000-5000 in damage and the whole enclosure super gutter has to be rebuilt.

As of today, May 9, 2022: Multiple attempts to contact Bob since 03/14/22 have been made and he will not respond. I inform him of the damage costs and need for gutter to be installed per our contract via text. At this point I highly doubt I will hear from Bob ever again let alone have my gutters installed.

So now I am taking to time to draft this letter so that you are aware of this company and in hopes that it can prevent someone else from being scammed. I am of the opinion Bob is in a rob Peter to pay Paul type of scheme or using job money to fund other self-indulgences.

I will now have to spend another \$6-8 thousand to repair my enclosure and have gutters installed. I am also having to incur fees for my lawyer I had to hire, Michael Cristoforo, with Crary Buchanan law firm.

Please call me at 609-412-6067 or email me at jbrennan.nj@gmail.com if you have any questions or need more info.

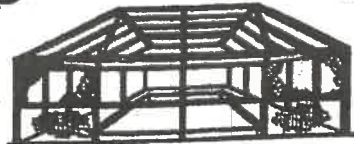
Kind regards,

Joe Brennan

CITY EXHIBIT

6

GOODMAN'S SCREEN



& REPAIR CO., INC.

Goodman's Screen & Repair Co., Inc.

P.O. Box 585
Jensen Beach, FL 34958

OFFICE (772) 286-0665
goodman.screen@yahoo.com

License # SP-02320 • Insured
"Let Your Home Be Our Reputation"

SOLD TO <u>Joe Brennan</u>	PHONE <u>(609) 412-6067</u>	DATE <u>3/23/2007</u>
MAILING ADDRESS <u>464 NW Sunflower</u>	INSTALLATION ADDRESS	
CITY, STATE, ZIP <u>Jensen Beach, FL 34957</u>	PROPERTY OWNER	
Approximate Start Date/Weather Conditions May Delay Start/Finish Date	PROPERTY OWNERS ADDRESS	

- change-out gutter on
Enclosure and re-pitch
- Rescreen any panels affected
by install.
- Rebuild soffits to new
gutter

Screen Color	<u>Charcoal</u>
Mesh Type:	<u>18x14</u> 20x20 20x30
Flat	Gable Slope <u>Half Mansard</u>
Hip	Mansard A-Frame Porch
Beam(s) Type:	
Uprights:	
Aluminum Roof:	Insulated Non-Insulated
Doors:	
Chair Rail	
Florida Glass:	18" 24" 36"
Kickplate:	
Gutters:	
Frame Color:	<u>White</u>
Permit #	
Lot:	Block:
Subdivision	
Concrete:	Yes No

This proposal may be withdrawn by us if not accepted within 30 days.

CITY EXHIBIT 7

Proposal Price: 4,095.00

Purchaser acknowledges receipt of a true copy of this contract and acknowledges that purchaser has read and understands the contents on the face of this contract and the General Conditions on the rear side of this contract and accepts the same on the terms and conditions stated herein.

Purchaser: _____ Date: _____

Goodman's Screen & Repair Co., Inc.

Contract Price	
Check #	
30% Downpayment	
Balance Due	

489.126 Moneys received by contractors.—

(1) For purposes of this section, the term “contractor” includes all definitions as set forth in s. 489.105(3), and any person performing or contracting or promising to perform work described therein, without regard to the licensure of the person.

(2)(a) A contractor who receives, as initial payment, money totaling more than 10 percent of the contract price for repair, restoration, improvement, or construction to residential real property must:

1. Apply for permits necessary to do work within 30 days after the date payment is made, except where the work does not require a permit under the applicable codes and ordinances, and
2. Start the work within 90 days after the date all necessary permits for work, if any, are issued,

unless the contractor has just cause for failing to apply for the necessary permits, starting the work, or refunding the payment, or unless the person who made the payment agreed, in writing, to a longer period to apply for the necessary permits or start the work or to longer periods for both.

(b)1. If a contractor fails to comply with the requirements of paragraph (a), the contractee must make written demand to the contractor in the form of a letter that includes a demand to apply for the necessary permits, to start the work, or to refund the payment sent via certified mail, return receipt requested, mailed to the address listed in the contracting agreement. If there is no address for the contractor listed in the contracting agreement, or no written agreement exists, the contractee must mail the written demand letter to the address listed for licensing purposes with the department or the local construction industry licensing board, if applicable.

2. It may be inferred that a contractor does not have just cause if the contractor fails to apply for the necessary permits, start the work, or refund payments within 30 days of receiving written demand to apply for the necessary permits, start the work, or refund the payment from the person who made the payment.

(3)(a) A contractor who receives money for repair, restoration, addition, improvement, or construction of residential real property in excess of the value of the work performed may not fail or refuse to perform any work for any 90-day period or for any period that is mutually agreed upon and specified in the contract.

(b) It is prima facie evidence that a contractor received money for the repair, restoration, addition, improvement, or construction of residential real property and that the amount received exceeds the value of the work performed by the contractor when:

1. The contractor failed to perform any of the work for which he or she contracted during any 90-day period or any period that is mutually agreed upon and specified in the contract;
2. The failure to perform any such work during the 90-day period or such period that is mutually agreed upon and specified in the contract was not related to the owner’s termination of the contract or a material breach of the contract by the owner; and

3. The contractor failed to perform for the 90-day period or such period that is mutually agreed upon and specified in the contract without just cause or terminated the contract without proper notification to the owner.

a. Proper notification of termination for purposes of this subparagraph must be made by the contractor in the form of a letter that includes the reason for termination of the contract or the reason for failure to perform sent via certified mail, return receipt requested, mailed to the address of the owner listed in the contracting agreement. If no written agreement exists, the letter must be mailed to the address where the work was to be performed or the address listed on the permit, if applicable.

b. If a contractor fails to comply with paragraph (a), written demand must be made to the contractor in the form of a letter that includes a demand to perform work, or refund the money received in excess of the value of the work performed, sent via certified mail, return receipt requested, mailed to the address listed in the contracting agreement. If there is no address for the contractor listed in the contracting agreement, or no agreement exists, the letter must be mailed to the address listed with the department for licensing purposes or the local construction industry licensing board, if applicable.

c. It may be inferred that a contractor does not have just cause if the contractor fails to perform work, or refund the money received in excess of the value of the work performed, within 30 days after receiving a written demand to perform the work, or refund the money received in excess of the value of the work performed, from the person who made the payment.

(4) Any violation of subsection (2) or subsection (3) must be prosecuted in accordance with the thresholds established in this section and the following:

(a) The required intent to prove a criminal violation may be shown to exist at the time that the contractor appropriated the money to his or her own use and is not required to be proven to exist at the time of the taking of the money from the owner or at the time the owner makes a payment to the contractor.

(b) It may be inferred that a contractor intended to deprive the owner of the right to the money owed, or deprive the owner of the benefit from it, and inferred that the contractor appropriated the money for his or her own use, or to a person not entitled to the use of the money, if the contractor fails to refund any portion of the money owed within 30 days after receiving a written demand for such money from the owner.

(c) In a prosecution for a violation of this section, the fact that the person so charged intended to return the money owed is not a defense.

(5) A person who violates subsection (2) commits:

(a) A misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083, if the total money received is less than \$1,000.

(b) A felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084, if the total money received is \$1,000 or more, but less than \$20,000.

(c) A felony of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084, if the total money received is \$20,000 or more, but less than \$200,000.

(d) A felony of the first degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084, if the total money received is \$200,000 or more.

(6) A person who violates subsection (3) commits:

(a) A misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083, if the total money received exceeding the value of the work performed is less than \$1,000.

(b) A felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084, if the total money received exceeding the value of the work performed is \$1,000 or more, but less than \$20,000.

(c) A felony of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084, if the total money received exceeding the value of the work performed is \$20,000 or more, but less than \$200,000.

(d) A felony of the first degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084, if the total money received exceeding the value of the work performed is \$200,000 or more.

History.—s. 1, ch. 94-110; s. 840, ch. 95-148; s. 2, ch. 95-240; s. 7, ch. 96-298; s. 73, ch. 96-388; s. 19, ch.

Crary ♦ Buchanan
ATTORNEYS AT LAW

EVANS CRARY (1905-1968)
EVANS CRARY, JR. Ⓞ
LARRY E. BUCHANAN (1941-2012)
JAMES L. S. BOWDISH † ‡ ▲
LAWRENCE EVANS CRARY III
WILLIAM F. CRARY II † □
R. MICHAEL CRARY
STEVEN D. BERES ▲
JENNIFER L. WILLIAMSON ■
W. SCOTT TURNBULL
LINDA L. WEIKSNAR
JEFFREY J. SAUNDERS
AMY J. MONIZ
MICHAEL J. CRISTOFORO
MATTHEW WORSHAM
DAVID KNIGHT Ⓞ

759 S FEDERAL HIGHWAY, SUITE 106
STUART, FL 34994
TELEPHONE: (772) 287-2600

WWW.CRARYBUCHANAN.COM

† BOARD CERTIFIED CIVIL TRIAL LAWYER
* BOARD CERTIFIED IN WILLS, TRUSTS
& ESTATES LAW
■ BOARD CERTIFIED IN REAL ESTATE LAW
‡ FLORIDA SUPREME COURT CERTIFIED CIRCUIT
MEDIATOR
□ FLORIDA SUPREME COURT CERTIFIED FAMILY
MEDIATOR
▲ FLORIDA SUPREME COURT CERTIFIED
ARBITRATOR
Ⓞ OF COUNSEL

April 25, 2022

Via Certified Mail, RR to:

State National Insurance Company, Inc.
Claims Department
1900 L. Don Dodson Drive
Bedford, Texas 76021

State National Insurance Company, Inc.
Chief Financial Officer as Registered Agent
200 E. Gaines St
Tallahassee, Florida 32399

REQUEST FOR INSURANCE INFORMATION

RE: Our Client: Joseph Brennan ("Claimant")
Your Insured: Southern Roofing & Repairs, LLC ("Insured")
Date of Loss: (on or about) 12/30/2021
Policy #: NXTUDOITPX-00-GL
Location of Loss: 464 NW Sunflower Place, Jensen Beach, Florida 34957 ("Residence")

To Whom It May Concern:

Please be advised that the law firm of Crary Buchanan, P.A. has been retained to represent the Claimant with regard to the damages caused by your Insured. Specifically, your Insured was hired to replace the roof on the Claimant's Residence. During the performance of such work, Your Insured negligently performed the roof tear-off and caused damage to the super-gutter located on the screen enclosure above the rear patio. The super-gutter was outside of your Insured's scope of work and, but for your Insured's negligence, it would not have been damaged. To date, your Insured has failed to replace the super-gutter and has ceased all communications with the Claimant. The Claimant has received an estimate for the required replacement of the damaged super-gutter for an amount in excess of \$4,095.00 (see attached estimate).

In addition to the aforementioned damages, the Claimant has suffered additional losses due to your Insured's wrongful conduct in performing the roof project. With respect to the timing of performance, Your Insured misrepresented the availability of materials necessary to complete the roof installation. Your Insured falsely claimed that these materials were back-ordered and that this was the cause of the approximately 3 month delay in performance. In truth, however, the material delay was due to your Insured's failure to pay for the materials despite having already received sufficient funds from the Claimant for such materials. Upon learning of this, the Claimant was forced to pay additional sums directly to the material supplier in order to receive delivery of the materials. In addition, after installing a portion of the roofing materials, your Insured failed to complete the installation and apparently refused to remit payment to the individuals who physically performed the installation on its behalf. As a result, the Claimant was forced to directly engage another roofer to finish the installation of the roofing materials. There is additional

CITY EXHIBIT 11

work still owed under the contract which your Insured has failed to perform. Your Insured's conduct, as outlined above, has caused (and continues to cause) the Claimant to suffer delay damages as well as actual out of pocket expenses.

Pursuant to § 627.4137, Fla. Stat., within thirty (30) days of receipt of this written request, please provide us with a statement under oath, of a corporate officer, setting forth the following information with regard to each known policy of insurance, including excess or umbrella insurance:

- a) The name of the insurer;
- b) The name of each insured;
- c) The limits of liability coverage;
- d) A statement of any policy or coverage defense which said insurer reasonably believes is available to said insurer filing the statement at the time of filing said statement; and
- e) A copy of the policy and declaration page.

We look forward to your timely compliance with this request. Please feel free to contact me to discuss this matter in additional detail.

Sincerely,

/s/ Michael Cristoforo

Michael Cristoforo, Esq.
Enclosure



CITY OF STUART
NEIGHBORHOOD SERVICES
121 SW FLAGLER AVE
STUART, FL 34994-2139

NOTICE OF VIOLATION

May 06, 2022
Robert Quinn
120 SW Ocean Blvd
STUART, FL 34994

Case #: CE22050012
You are hereby notified of the following contractor licensing violation :

ADDRESS: 464 NW Sunflower Pl	OBSERVATION DATE: 05/05/22
PARCEL ID #:	CORRECTION DATE: 05/15/2022
VIOLATION(S) AND CORRECTIVE ACTIONS:	489.126(3)(a) Receiving money for improvement, or construction of residential real property in excess of the value of the work performed and failing or refusing to perform any work for any 90-day period or for any period that is mutually agreed upon and specified in the contract. Correction: 489.126(3)(a) Loss of permitting privileges in Stuart

NOTICE OF HEARING SUMMONS

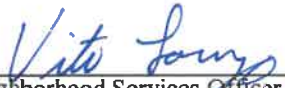
The violation charged is a contractor licensing violation. This matter will result in a presentation at a hearing before the Neighborhood Services Magistrate on 05/19/2022 at 10:00AM in the City of Stuart Commission Chambers located at 121 SW Flagler Avenue, Stuart, Florida.

The Neighborhood Services Magistrate will receive testimony and evidence at said Hearing and make Findings of Fact, as supported by the testimony and evidence pertaining to matters alleged in the Notice of Violation. You are entitled to present evidence and witnesses at the Hearing.

FAILURE to appear will result in the Magistrate proceeding in your absence. All fines constitute liens against the Real and Personal Property of the Respondent. Please govern yourself accordingly

An administrative fee of \$300.00 will be assessed

Should you require additional information regarding this notice, please contact Neighborhood Services at (772) 288-5325 or (772) 600-1254.



Neighborhood Services Officer
Vito Lorenzo / Deborah Carrasco

7021 2720 0001 6378 0101
7021 2720 0001 6378 0125

Certified Mail #

CITY EXHIBIT 13

7021 2720 0001 6378 0125

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee \$	Postmark Here 5/6/22
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy) \$	
☐ Return Receipt (electronic) \$	
☐ Certified Mail Restricted Delivery \$	
☐ Adult Signature Required \$	
☐ Adult Signature Restricted Delivery \$	
Postage \$	
Total Postage and Fees \$	
Sent To Michael Braid Revocable Trust 45 W Seminole St Stuart, FL 34994	

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7021 2720 0001 6378 0101

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee \$	Postmark Here 5/6/22
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy) \$	
☐ Return Receipt (electronic) \$	
☐ Certified Mail Restricted Delivery \$	
☐ Adult Signature Required \$	
☐ Adult Signature Restricted Delivery \$	
Postage \$	
Total Postage and Fees \$	
Sent To Southern Roofing & Repair Robert Quinn 120 SW Ocean Blvd Stuart, FL 34994	

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
Southern Roofing & Repair LLC
Robert Quinn
120 SW Ocean Blvd
Stuart, FL 34994

2. Article Number (Transfer from service label)
7021 2720 0001 6378 0101

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [Signature]
☐ Agent
☒ Addressee

B. Received by (Printed Name)
C. Date of Delivery
MAY 13 2022

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☒ No

3. Service Type
☒ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Restricted Delivery

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

9590 9402 7232 1284 1547 28

Domestic Return Receipt

CITY EXHIBIT 14

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
Michael Braid Revocable Trust
45 W Seminole St
Stuart, FL 34994

2. Article Number (Transfer from service label)
7021 2720 0001 6378 0125

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [Signature]
☐ Agent
☒ Addressee

B. Received by (Printed Name)
M Braid
C. Date of Delivery
5-10-22

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☒ No

3. Service Type
☒ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Restricted Delivery

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

9590 9402 7232 1284 1547 42

Domestic Return Receipt



FAQs >

Track Another Package +

Tracking Number: 70212720000163780101

Remove X

Your item was delivered to an individual at the address at 1:21 pm on May 9, 2022 in STUART, FL 34994.

USPS Tracking Plus® Available ▾

✓ **Delivered, Left with Individual**

May 9, 2022 at 1:21 pm
STUART, FL 34994

Feedback

Get Updates ▾

Text & Email Updates	▾
Tracking History	▾
USPS Tracking Plus®	▾
Product Information	▾

See Less ^

CITY EXHIBIT 15

Can't find what you're looking for?

STATE OF FLORIDA
CITY OF STUART
CODE ENFORCEMENT

AFFIDAVIT OF POSTING-MAGISTRATE HEARING

Code Enforcement Case Number: CE22050012

STATE OF FLORIDA)
COUNTY OF MARTIN)

I, VITO LORENZO, being fully sworn, deposes and states as follows:

- 1. That I am an employee of the City of Stuart, Florida Code Enforcement Department; and
- 2. That part of my duties includes posting Notice of Violations/Notice of Hearing letters, Notice to Abate Nuisance and other correspondence; and
- 3. That on May 6, 2022, at 9:00 AM, I posted a Notice of Violation, for Case No. CE22050012, Michael Braid Revocable Trust to: 120 SW Ocean Blvd, Stuart FL 34994; and
- 4. Said Notice was also posted on the public bulletin board for public viewing in front of City of Stuart City Hall located at 121 SW Flagler Avenue, Stuart, Florida 34994 on May 6, 2022

FURTHER AFFIANT SAYETH NAUGHT.

BY: 
Vito Lorenzo, Code Enforcement Officer

STATE OF FLORIDA
COUNTY OF MARTIN

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 10 day of May, 2022, by Vito Lorenzo, Code Enforcement Officer for the City of Stuart, Florida who is personally known to me or who has produced Flid as identification.


Notary Public, State of Florida

(Seal)



CITY EXHIBIT 16



CITY EXHIBIT 17



CITY OF STUART
NEIGHBORHOOD SERVICES
121 SW FLAGLER AVE
STUART, FL 34994-2139

NOTICE OF VIOLATION

May 04, 2022
Robert Quinn
128 SW Ocean Blvd
STUART, FL 34994

Case #: CE22050012

You are hereby notified of the following contractor licensing violation:

ADDRESS: 464 NW Sunflower Pl
PARCEL ID #: 000.126(3)(a)

VIOLATION(S)
AND
CORRECTIVE
ACTIONS:

Receiving money for improvement, or construction of
residential real property in excess of the value of the work
performed and failing to return to perform any work for
any 90 day period or for any period that is mutually agreed
upon and specified in the contract.
Correction: 000.126(3)(a)
Loss of permitting privileges in Stuart

OBSERVATION DATE: 05/05/22
CORRECTION DATE: 05/15/2022

NOTICE OF HEARING SUMMONS

The violation charged is a contractor licensing violation. This matter will result in a presentation at a hearing before the Neighborhood Services Magistrate on 05/19/2022 at 10:00AM in the City of Stuart Commission Chambers located at 121 SW Flagler Avenue, Stuart, Florida.

The Neighborhood Services Magistrate will receive testimony and evidence at said hearing and make Findings of Fact, as supported by the testimony and evidence pertaining to matters alleged in the Notice of Violation. You are entitled to present evidence and witnesses at the hearing.

FAILURE to appear will result in the Magistrate proceeding in your absence. All fines constitute liens against the Real and Personal Property of the Respondent. Please govern yourself accordingly.

An administrative fee of \$300.00 will be assessed.

Should you require additional information regarding this notice, please contact Neighborhood Services at (772) 288-5325 or (772) 600-1254.

Vito Lorenzo
Neighborhood Services Officer
Vito Lorenzo / Deborah Carrasco

Certified Mail #



Apr 20, 2022
DAVIS, SELENA A
P.O. BOX 1454
STUART, FL 34998

Case #: CE22030007

You are hereby notified that the following
Development Regulations of the City of

ADDRESS: 931 SE MARTIN LUTHER
PARCEL ID #: 04384101100400080800

VIOLATION(S)
AND
CORRECTIVE
ACTIONS:

10-41
THE EXTERIOR
IN GOOD REPAIR
POSE A THREAT
10-49 (B) (5)
ONLY FULLY OR
PARKED OR STU
10-61 (M) (2) (C)

Remove shatter glass
or replace glass, lig
position on screen
14 days after the t

Correction: 10-61
REPAIR INTERI
STRUCTURALL
10-49 (B) (5)
TARKED OR ST
FULLY OPERAT
10-61 (M) (2) (C)
Remove shatters

NOTICE

Failure to correct the violation(s) by the ab
before the Neighborhood Services Magistrate
Chambers located at 121 SW Flagler Avenue
and subjects you to a maximum civil penalty.

The Neighborhood Services Magistrate will
Findings of Fact, as supported by the testimony
Notice of Violation. You are entitled to present

FAILURE to appear will result in the Magistrate
against the Real and Personal Property of the
An administrative fee of \$300.00 will be assessed.

Should you require additional information
(772) 288-5325 or (772) 600-1254.

Vito Lorenzo
Neighborhood Services Officer
Vito Lorenzo / Deborah Carrasco

5/6/2022

CITY EXHIBIT 18



Southern Roofing & Repairs LLC

120 SW Ocean Blvd.
Stuart, FL 34994

772-353-1099

Licensed & Insured:
MC2000039

May 9, 2022

Re: Joseph Brennan
464 NW Sunflower Place
Jensen Beach, FL 34957
Claim # RGP20204374

To Whom it may concern:

Please be advised that your client Joseph Brennan still has an outstanding balance for the material increase That was implied to me during the repairs. I have enclosed the contract signed by Mr. Brennan that clearly States at the bottom that any cost increases during the repairs will be paid to Southern Roofing & Repairs LLC.

I have enclosed all the material invoices and also the suppliers letter of material increases where were 15%.

Invoice#49414.....	\$2,530.44
Invoice#55099.....	\$9,447.15
	\$11,977.59
	15%
Total amount.....	\$1,796.63

Southern Roofing & Repairs LLC

CITY EXHIBIT 19



Basic Info

PIN	AIN	Situs Address	Website Updated
04-38-41-011-004-00080-8	21515	931 SE MARTIN LUTHER KING JR BLVD STUART FL	4/15/22

General Information

Property Owners DAVIS, SELENA A	Parcel ID 04-38-41-011-004-00080-8	Use Code/Property Class 0100 - 0100 Single Family
Mailing Address P O BOX 1454 STUART FL 34995	Account Number 21515	Neighborhood 333860 Highlands, Stypmann,Lake Clare
Tax District STUART	Property Address 931 SE MARTIN LUTHER KING JR BLVD STUART FL	Legal Acres .1810
	Legal Description LAKE CLARE SECTION ST LUCIE EST E 1/2 LO...	Ag Use Acres N/A

Current Value

Year	Land Value	Improvement Value	Market Value	Value Not Taxed	Assessed Value	Total County Exemptions	County Taxable Value
2021	\$ 120,000	\$ 48,150	\$ 168,150	\$ 95,114	\$ 73,036	\$ 48,036	\$ 25,000

Market values shown on the website reflect market conditions as of January 1st, the statutory assessment date. We are prohibited by law from relying on sales that occur after the January 1 assessment date. Therefore, market values shown on the website do not reflect today's market conditions, but rather the market conditions last year. In addition, the statutes require the county Property Appraiser to deduct for typical costs of sale (which include expenses such as commissions, title insurance, appraisals, inspection fees, etc.) when arriving at market value for tax purposes. That is why the market value for tax purposes is different from what a property would sell for today.

Current Sale

Sale Date 10/21/98	Grantor (Seller) KIRBY, CHRISTOPHER C	Doc Num N/A
Sale Price \$ 52,000	Deed Type Special Warranty Deed	Book & Page <u>1346 1424</u>

Legal Description

LAKE CLARE SECTION ST LUCIE EST E 1/2 LOT 8 & ALL LOT 9 BLK 4

The legal description is intended for general information only. The Property Appraiser assumes no responsibility for the uses or interpretations of the legal description.

CITY EXHIBIT





CITY EXHIBIT

CITY EXHIBIT

2





**CITY OF STUART
NEIGHBORHOOD SERVICES**

121 SW FLAGLER AVE
STUART, FL 34994-2139

NOTICE OF VIOLATION

Mar 29, 2022

**DAVIS, SELENA A
P O BOX 1454
STUART, FL 34995**

Case #: CE22030007

You are hereby notified that the following violation(s) of the Code of Ordinances and/or the Land Development Regulations of the City of Stuart exists on the property listed:

ADDRESS: 931 SE MARTIN LUTHER KING JR BLVD **OBSERVATION DATE: 03/08/22**
PARCEL ID #: 0438410110040008080000 **CORRECTION DATE: 04/11/2022**

VIOLATION(S) **10-61 (J) (1)**
AND **GENERAL STORAGE OF MATERIALS SHALL BE LOCATED ENTIRELY**
CORRECTIVE **WITHIN AN ENCLOSED BUILDING OR SCREENED FROM VIEW.**
ACTIONS: **10-69 (B) (10)**
VEHICLE(S), VESSEL(S) AND OR AIRCRAFT PARKED AND STORED ON
GRASS
10-69 (B) (9)
ONLY FULLY OPERABLE VEHICLES, VESSELS, OR AIRCRAFT SHALL BE
PARKED OR STORED ON RESIDENTIAL PROPERTY.
Correction: 10-61 (J) (1)
MATERIALS SHALL BE ENTIRELY WITHIN AND ENCLOSED BUILDING OR
SCREENED FROM VIEW.
10-69 (B) (10)
VEHICLE(S), VESSEL(S), OR AIRCRAFT MUST BE PARKED ON AN
APPROVED DRIVEWAY.
10-69 (B) (9)
PARKED OR STORED VEHICLES, VESSELS AND AIRCRAFT MUST BE
FULLY OPERABLE.

NOTICE OF HEARING SUMMONS

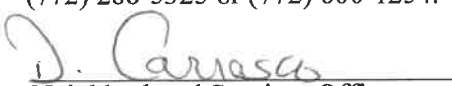
Failure to correct the violation(s) by the above date will result in a presentation of this matter at a hearing before the Neighborhood Services Magistrate on **04/21/2022 at 10AM** in the City of Stuart Commission Chambers located at 121 SW Flagler Avenue, Stuart, Florida. The violation charged is a civil infraction and subjects you to a maximum civil penalty of up to \$250 per offense, per day, for repeat violations.

The Neighborhood Services Magistrate will receive testimony and evidence at said Hearing and make Findings of Fact, as supported by the testimony and evidence pertaining to matters alleged in the Notice of Violation. You are entitled to present evidence and witnesses at the Hearing.

FAILURE to appear will result in the Magistrate proceeding in your absence. All fines constitute liens against the Real and Personal Property of the Respondent. Please govern yourself accordingly

An administrative fee of \$300.00 will be assessed if you should fail to comply by the correction date above.

Should you require additional information regarding this notice, please contact Neighborhood Services at (772) 288-5325 or (772) 600-1254.


Neighborhood Services Officer
Vito Lorenzo / Deborah Carrasco

7021272000252469313
70212720000252469320
Certified Mail #

CITY EXHIBIT

4

7021 2720 0002 5246 9313

U.S. Postal ServiceTM
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only

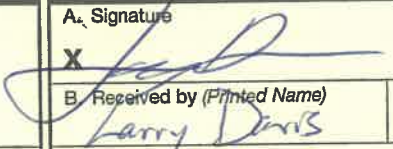
For delivery information, visit our website at www.usps.com[®].

OFFICIAL USE

Certified Mail Fee \$	Postmark Here 3/29/22
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy) \$	
☐ Return Receipt (electronic) \$	
☐ Certified Mail Restricted Delivery \$	
☐ Adult Signature Required \$	
☐ Adult Signature Restricted Delivery \$	
Postage \$	
Total Postage and Fees \$	
Sent To Selena Davis P.O. Box 1454 Stuart, FL 34994	

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

CITY EXHIBIT 5

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
- Complete items 1, 2, and 3. - Print your name and address on the reverse so that we can return the card to you. - Attach this card to the back of the mailpiece, or on the front if space permits.	A. Signature ☒  ☐ Agent ☐ Addressee
1. Article Addressed to: Selena Davis P.O. Box 1454 Stuart, FL 34994	B. Received by (Printed Name) Larry Davis C. Date of Delivery 4-18-22
2. Article Number (Transfer from service label) 7021 2720 0002 5246 9313	D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No
3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail [®] ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail ☐ Insured Mail Restricted Delivery (over \$500)	RECEIVED APR 19 2022 CODE ENFORCEMENT CITY OF STUART ☐ Priority Mail Express [®] ☐ Registered Mail TM ☐ Registered Mail Restricted Delivery ☒ Signature Confirmation TM ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

7021 2720 0002 5246 9320

U.S. Postal ServiceTM
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com[®].

OFFICIAL USE

Certified Mail Fee \$	Postmark Here 3/29/22
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy) \$	
☐ Return Receipt (electronic) \$	
☐ Certified Mail Restricted Delivery \$	
☐ Adult Signature Required \$	
☐ Adult Signature Restricted Delivery \$	
Postage \$	
Total Postage and Fees \$	
Sent To Selena Davis MLK Stuart	

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



City of Stuart

March 31, 2022

Ms. Selena Davis:

Please disregard previous Notice of Violations sent. This one includes the shutters on the back of your home that need to be removed.

Please comply with all violations listed.

Regards,

Deborah Carrasco

CITY EXHIBIT

to













City of Stuart

April 20, 2022

Selena Davis
931 SE Martin Luther King Jr. Blvd.
Stuart, FL 34994

Re: Code Violation(s)
931 SE Martin Luther King Jr. Blvd.
PCN: 0438410110040008080000

Selena Davis:

Please be advised that you are **NOT** required to appear 4-21-22 at the magistrate hearing this month.

Simply because we did not receive proper notice ahead of time. You will be receiving a notice for next month.

If you have any questions or concerns, please feel free to contact me at (772) 600-0118. Ext. 3950

Sincerely,

Deborah Carrasco
Code Enforcement



CITY EXHIBIT 13



CITY OF STUART
NEIGHBORHOOD SERVICES
121 SW FLAGLER AVE
STUART, FL 34994-2139

NOTICE OF VIOLATION

Apr 20, 2022
DAVIS, SELENA A
P O BOX 1454
STUART, FL 34995

Case #: CE22030007
You are hereby notified that the following violation(s) of the Code of Ordinances and/or the Land Development Regulations of the City of Stuart exists on the property listed:

ADDRESS: 931 SE MARTIN LUTHER KING JR BLVD**OBSERVATION DATE: 03/08/22**
PARCEL ID #: 0438410110040008080000**CORRECTION DATE: 05/02/2022**

VIOLATION(S) **10-61**
AND **THE EXTERIOR AND INTERIOR OF A STRUCTURE SHALL BE MAINTIANED**
CORRECTIVE **IN GOOD REPAIR,STRUCTURALLY SOUND AND SANITARY SO AS NOT TO**
ACTIONS: **POSE A THREAT TO THE PUBLIC HEALTH, SAFETY OR WELFARE.**
10-69 (B) (9)
ONLY FULLY OPERABLE VEHICLES, VESSELS, OR AIRCRAFT SHALL BE
PARKED OR STORED ON RESIDENTIAL PROPERTY.
10-61(M)(20)(C)
Storm shutter placement. Hurricane protective devices that
impede egress, light, and/or ventilation in a closed/secured
position on occupied buildings must be removed no later than
14 days after the termination of a hurricane event
Correction: 10-61
REPAIR INTERIOR AND EXTERIOR STRUCTURE AND EQUIPMENT TO A
STRUCTURALLY SOUND AND SANITARY CONDITON.
10-69 (B) (9)
PARKED OR STORED VEHICLES, VESSELS AND AIRCRAFT MUST BE
FULLY OPERABLE.
10-61(M)(20)(C)
Remove shutters within 5 days of notice

NOTICE OF HEARING SUMMONS

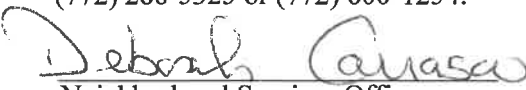
Failure to correct the violation(s) by the above date will result in a presentation of this matter at a hearing before the Neighborhood Services Magistrate on **05/19/2022at 10AM** in the City of Stuart Commission Chambers located at 121 SW Flagler Avenue, Stuart, Florida. The violation charged is a civil infraction and subjects you to a maximum civil penalty of up to \$250 per offense, per day, for repeat violations.

The Neighborhood Services Magistrate will receive testimony and evidence at said Hearing and make Findings of Fact, as supported by the testimony and evidence pertaining to matters alleged in the Notice of Violation. You are entitled to present evidence and witnesses at the Hearing.

FAILURE to appear will result in the Magistrate proceeding in your absence. All fines constitute liens against the Real and Personal Property of the Respondent. Please govern yourself accordingly

An administrative fee of \$300.00 will be assessed if you should fail to comply by the correction date above.

Should you require additional information regarding this notice, please contact Neighborhood Services at (772) 288-5325 or (772) 600-1254.


Neighborhood Services Officer
Vito Lorenzo / Deborah Carrasco

7021 27200001 6378 0088
7021 27200001 6378 0095
Certified Mail #

CITY EXHIBIT 14

**City of Stuart
Neighborhood Services
121 SW Flagler Ave
Stuart FL 34994-2139**

Notice of Violation Continuation

Case #: CE22030007

Violation(s)

10-61(J)(1)

General Storage of Materials shall be located entirely within an enclosed building or screened from view.

Correction:

10-61(J)(1)

Materials shall be entirely within and enclosed building or screened from view.

7021 2720 0001 6378 0095

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee \$	Postmark Here 4/20/22
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy) \$	
☐ Return Receipt (electronic) \$	
☐ Certified Mail Restricted Delivery \$	
☐ Adult Signature Required \$	
☐ Adult Signature Restricted Delivery \$	
Postage \$	
Total Postage and Fees \$	
Sent To Selena Davis	
Street and Apt. No., or PO Box No. P.O. Box 1454	
City, State	

PS Form

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Selena A. Davis
931 SE Martin Luther King
Stuart, FL 34995



9590 9402 7232 1284 1547 11

2. Article Number (Transfer from service label)

7021 2720 0001 6378 0095

PS Form 3811, July 2020 PSN 7530-02-000-9053

7021 2720 0001 6378 0095

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee \$	Postmark Here 4/20/22
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy) \$	
☐ Return Receipt (electronic) \$	
☐ Certified Mail Restricted Delivery \$	
☐ Adult Signature Required \$	
☐ Adult Signature Restricted Delivery \$	
Postage \$	
Total Postage and Fees \$	
Sent To Selena Davis	
Street and Apt. No., or PO Box No. 931 MLK	
City, State	

See Reverse for Instructions

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X ☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

APR 26 2022

CODE ENFORCEMENT
CITY OF STUART

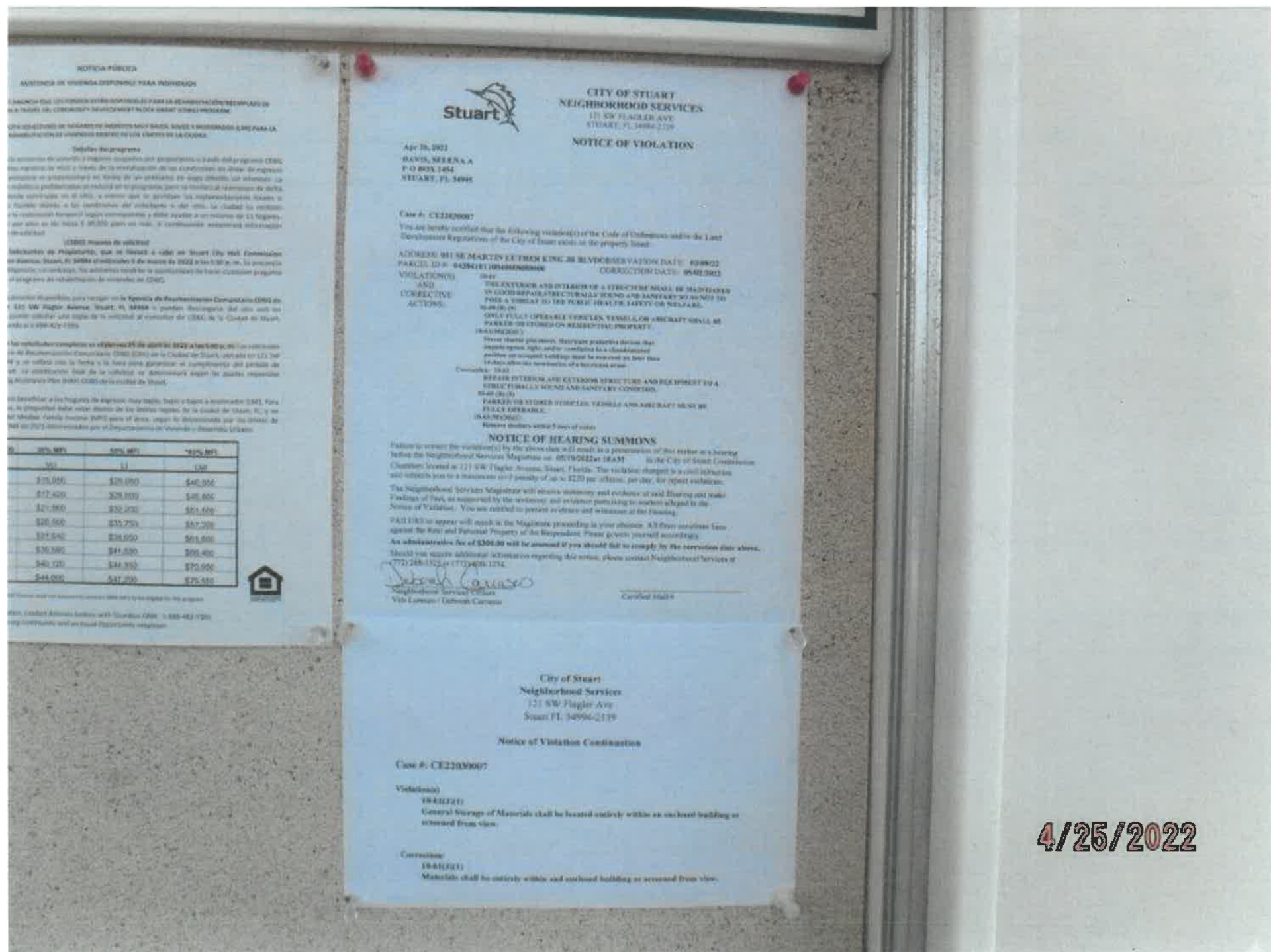
3. Service Type

- | | |
|--|---|
| ☐ Adult Signature | ☐ Priority Mail Express® |
| ☐ Adult Signature Restricted Delivery | ☒ Registered Mail™ |
| ☒ Certified Mail® | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☒ Signature Confirmation™ |
| ☐ Collect on Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Collect on Delivery Restricted Delivery | |
| ☐ d Mail | |
| ☐ d Mail Restricted Delivery | |
| ☐ \$500 | |

Domestic Return Receipt

CITY EXHIBIT 15









STATE OF FLORIDA
CITY OF STUART
CODE ENFORCEMENT

AFFIDAVIT OF POSTING-MAGISTRATE HEARING

Code Enforcement Case Number: CE22030007

STATE OF FLORIDA)
COUNTY OF MARTIN)

I, Deborah Carrasco, being fully sworn, deposes and states as follows:

1. That I am an employee of the City of Stuart, Florida Code Enforcement Department; and
2. That part of my duties includes posting Notice of Violations/Notice of Hearing letters, Notice to Abate Nuisance and other correspondence; and
3. That on April 25th, 2022, at 10:00 AM, I posted a Notice of Violation, for Case No. CE22030007, Selena A. Davis top: 931 SE Martin Luther King Jr. Blvd, Stuart FL 34994; and
4. Said Notice was also posted on the public bulletin board for public viewing in front of City of Stuart City Hall located at 121 SW Flagler Avenue, Stuart, Florida 34994 on April 25, 2022

FURTHER AFFIANT SAYETH NAUGHT.

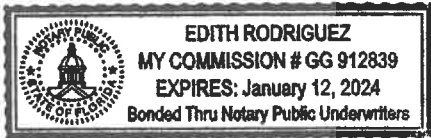
BY: Deborah Carrasco
Deborah Carrasco, Code Enforcement Officer

STATE OF FLORIDA
COUNTY OF MARTIN

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 10 day of May 2022, by Deborah Carrasco, Code Enforcement Officer for the City of Stuart, Florida who is personally known to me or who has produced _____ as identification.

Edith Rodriguez
Notary Public, State of Florida

(Seal)





Basic Info

PIN	AIN	Situs Address	Website Updated
03-38-41-017-002-00051-3	20529	515 SE ALAMANDA WAY STUART FL	5/10/22

General Information

Property Owners CIABATTARI MICHAEL	Parcel ID 03-38-41-017-002-00051-3	Use Code/Property Class 0100 - 0100 Single Family
Mailing Address 515 SE ALAMANDA WAY STUART FL 34996	Account Number 20529	Neighborhood 333830 Kreuger Est Broad St Lucie Est
Tax District STUART	Property Address 515 SE ALAMANDA WAY STUART FL	Legal Acres .2550
	Legal Description KRUEGER ESTATES, W1/2 OF LOT 5 & ALL LOT...	Ag Use Acres N/A

Current Value

Year	Land Value	Improvement Value	Market Value	Value Not Taxed	Assessed Value	Total County Exemptions	County Taxable Value
2021	\$ 145,000	\$ 67,550	\$ 212,550	\$ 26,556	\$ 185,994	\$ 50,000	\$ 135,994

Market values shown on the website reflect market conditions as of January 1st, the statutory assessment date. We are prohibited by law from relying on sales that occur after the January 1 assessment date. Therefore, market values shown on the website do not reflect today's market conditions, but rather the market conditions last year. In addition, the statutes require the county Property Appraiser to deduct for typical costs of sale (which include expenses such as commissions, title insurance, appraisals, inspection fees, etc.) when arriving at market value for tax purposes. That is why the market value for tax purposes is different from what a property would sell for today.

Current Sale

Sale Date 2/21/17	Grantor (Seller) SHOUP RUTH E TR	Doc Num 2621563
Sale Price \$ 185,000	Deed Type Deed of Reconveyance or Trustee's Deed	Book & Page <u>2909 0489</u>

Legal Description

KRUEGER ESTATES, W1/2 OF LOT 5 & ALL LOT 6 BLK 2

The legal description is intended for general information only. The Property Appraiser assumes no responsibility for the uses or interpretations of the legal description.



CITY EXHIBIT 2





CITY EXHIBIT 4



**CITY OF STUART
NEIGHBORHOOD SERVICES**

121 SW FLAGLER AVE
STUART, FL 34994-2139

NOTICE OF VIOLATION

Apr 13, 2022

**CIABATTARI MICHAEL
515 SE ALAMANDA WAY
STUART, FL 34996**

Case #: CE22030021

You are hereby notified that the following violation(s) of the Code of Ordinances and/or the Land Development Regulations of the City of Stuart exists on the property listed:

ADDRESS: **515 SE ALAMANDA WAY**
PARCEL ID #: **0338410170020005130000**

OBSERVATION DATE: **03/21/22**
CORRECTION DATE: **04/22/2022**

VIOLATION(S)
AND
CORRECTIVE
ACTIONS:

36-31
NO PROPERTY IDENTIFICATION NUMBERS ON STRUCTURE.
105.1
CONSTRUCT, ENLARGE, ALTER, REPAIR, MOVE, DEMOLISH OR INSTALL WITHOUT A PERMIT.
Correction: 36-31
THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE PLACEMENT OF SITE ADDRESSES PLACED CONSPICUOUSLY ON THE FRONT OF THE STRUCTURE.
IT IS THE RESPONSIBILITY OF THE VIOLATOR TO CONTACT THE CITY OF STUART CODE ENFORCEMENT OFFICE WHEN THE VIOLATION HAS BEEN CORRECTED.
105.1
OBTAIN REQUIRED PERMIT.

NOTICE OF HEARING SUMMONS

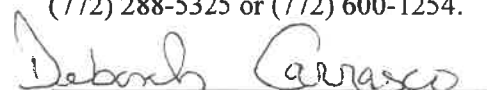
Failure to correct the violation(s) by the above date will result in a presentation of this matter at a hearing before the Neighborhood Services Magistrate on **05/19/2022 at 10AM** in the City of Stuart Commission Chambers located at 121 SW Flagler Avenue, Stuart, Florida. The violation charged is a civil infraction and subjects you to a maximum civil penalty of up to \$250 per offense, per day, for repeat violations.

The Neighborhood Services Magistrate will receive testimony and evidence at said Hearing and make Findings of Fact, as supported by the testimony and evidence pertaining to matters alleged in the Notice of Violation. You are entitled to present evidence and witnesses at the Hearing.

FAILURE to appear will result in the Magistrate proceeding in your absence. All fines constitute liens against the Real and Personal Property of the Respondent. Please govern yourself accordingly

An administrative fee of \$300.00 will be assessed if you should fail to comply by the correction date above.

Should you require additional information regarding this notice, please contact Neighborhood Services at (772) 288-5325 or (772) 600-1254.


Neighborhood Services Officer
Vito Lorenzo / Deborah Carrasco

7021 2720 0001 6378 0071
Certified Mail #

CITY EXHIBIT

5

 CODE AND ORDINANCE VIOLATION NOTICE

NO: CE 22030021 CITATION NO. **S03887**

TO THE OWNER, LESSEE, TENANT, OCCUPANT OR PERSON IN CHARGE OF THE PROPERTY/VEHICLE DESCRIBED BELOW:

NAME: Michael Ciabattari

PREMISE ADDRESS: 515 SE Alamanda Way

VEHICLE MAKE _____ MODEL _____ LICENSE _____ STATE _____

PLEASE TAKE NOTICE THAT ON (Date): 3/21/22 (Time) 11:36
YOU WERE FOUND IN VIOLATION OF:

ORDINANCE(S) # <u>1</u>	# <u>105.1</u>	# _____
SPECIFICALLY THE VIOLATION CONSISTS OF:		
☐ ILLEGALLY PARKED OR INOPERABLE VEHICLE(S) ON		
☐ PROPERTY	☐ STREET	FINE \$ _____
☐ UNPERMITTED EVENT		FINE \$ _____
☐ TRASH		FINE \$ _____
☐ HIGH GRASS OR WEEDS		FINE \$ _____
☐ LITTERING	☐ LITTERING BY HANDBILLS	FINE \$ _____
☐ NOISE		FINE \$ _____
☒ WORK WITHOUT A PERMIT		FINE \$ <u>500.00</u>
☐ OTHER _____		FINE \$ _____
ADDITIONAL DESCRIPTION OF VIOLATION: <u>Fees will apply</u> <u>work w/out a permit - fence</u>		

THE ABOVE LISTED CHARGE(S) MUST BE PAID WITHIN 10 DAYS TO AVOID ANY FURTHER ACTION. TO PAY THE INDICATED FINE(S) MAIL OR RETURN IN PERSON YOUR SIGNED COPY OF THE VIOLATION ALONG WITH A CHECK TO:

CITY OF STUART
121 SW Flagler Avenue, Stuart, FL 34994
8:00 AM until 4:00 PM, Monday through Friday,
except holidays, or by phone at 772-600-1254

IN LIEU OF PAYING THE FINE YOU MAY CONTEST THE CITATION AND REQUEST TO APPEAR BEFORE THE MAGISTRATE. IF YOU WISH TO CONTEST THE CITATION, YOU MUST DO SO BY CALLING THE CODE CLERK AT 772-600-1254 WITHIN TEN (10) DAYS OF THE ISSUANCE OF THIS CITATION. IF YOU FAIL TO CONTEST THE CITATION WITHIN 10 DAYS, OR FAIL TO APPEAR AT THE HEARING TO CONTEST THE CITATION, OR IF YOU FAIL TO PAY THE FINE, YOU SHALL BE DEEMED TO HAVE WAIVED YOUR RIGHT TO CONTEST THE CITATION AND A MAGISTRATE'S ORDER MAY BE ENTERED AGAINST YOU FOR AN AMOUNT UP TO THE MAXIMUM CIVIL PENALTY ESTABLISHED BY ORDINANCE, PLUS COSTS.

ISSUING OFFICER: D. Caruso ID# _____

SIGNATURE OF VIOLATOR: _____ DATE 3/21/22

CITY EXHIBIT 6

7021 2720 0001 6378 0071

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee		Postmark Here 4/13/22
\$		
Extra Services & Fees (check box, add fee as appropriate)		
☐ Return Receipt (hardcopy) \$		
☐ Return Receipt (electronic) \$		
☐ Certified Mail Restricted Delivery \$		
☐ Adult Signature Required \$		
☐ Adult Signature Restricted Delivery \$		
Postage		
\$		
Total Postage and Fees		
\$		
Sent To	Michael C. Cabot	
Street and Apt. No., or PO Box No.		
City, State, ZIP+4®		
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions		

CITY EXHIBIT 7



City of Stuart

RECEIPT OF HAND DELIVERY

DATE May 5, 2022

Property Owner

TO: Michael Ciabattari

ATTENTION property owners

Location of Property in violation 515 SE Alamanda Way

Date and Time of Service 5/5/2022 @ 10:25 AM

Recipient DCE

Signature of Owner/Recipient

CITY EXHIBIT 8













CITY EXHIBIT 14



CITY EXHIBIT 15