



MAGISTRATE HEARING DOCKET

**CITY OF STUART, FLORIDA
121 S.W. FLAGLER AVENUE
STUART, FLORIDA 34994**

**OCTOBER 19, 2022 AT 9:00 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.

PLEDGE OF ALLEGIANCE

VIOLATION HEARINGS

1. City of Stuart vs Robert J. Quinn

Vito Lorenzo

CASE NO: CE22090010

ADDRESS OF VIOLATION: 460 NW Fetterbush Way Jensen Beach
FL

CODE SECTION: City Ordinance 10-209(2) Negligence,
incompetency or misconduct in the practice of the certified trade
FS 489.126(3)(a) Moneys received by contractors
FS 489.129 Disciplinary Proceedings-(g) Committing mismanagement
or misconduct in the practice of contracting that causes financial harm
to a customer

DESCRIPTION OF VIOLATION: This case involves Robert Quinn
with Southern Roofing and Repairs LLC taking Money from Jason
Conn owner at 460 NW Fetterbush Way and not completing a new

roof.

ADJOURNMENT

Basic Info

PIN	AIN	Situs Address	Website Updated
20-37-41-005-000-01500-0	157384	460 NW FETTERBUSH WAY JENSEN BEACH FL	9/16/22

General Information

Property Owners CONN JASON	Parcel ID 20-37-41-005-000-01500-0	Use Code/Property Class 0100 - 0100 Single Family
Mailing Address 460 NW FETTERBUSH WAY JENSEN BEACH FL 34957	Account Number 157384	Neighborhood 220010 The Pines
Tax District STUART	Property Address 460 NW FETTERBUSH WAY JENSEN BEACH FL	Legal Acres 0.186
	Legal Description LOT 150 PLAT 7 PH B PINEAPPLE PLANTATION...	Ag Use Size (Acre\Sq Ft) N/A

Current Value

Year	Land Value	Improvement Value	Market Value	Value Not Taxed	Assessed Value	Total County Exemptions	County Taxable Value
2022	\$ 160,000	\$ 248,720	\$ 408,720	\$ 0	\$ 408,720	\$ 50,000	\$ 358,720

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 7/27/21	Grantor (Seller) HAYES ROBERT J	Doc Num 2905186
Sale Price \$ 520,000	Deed Type Warranty Deed	Book & Page <u>3245 290</u>

Legal Description

LOT 150 PLAT 7 PH B PINEAPPLE PLANTATION PUD (PG 15 PG 45)

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 1



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

NOTICE OF VIOLATION

September 21, 2022

ROBERT QUINN
120 SW OCEAN BOULEVARD
STUART, FL 34994

Case #: CE22090010

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: **120 SW OCEAN BLVD** OBSERVATION DATE: **09/13/2022**
PARCEL ID #: **0538410050160016000000** CORRECTION DATE: **09/21/2022**

VIOLATION(S) 10-209
AND (2)Negligence, incompetency or misconduct in the practice of
CORRECTIVE the certified trade.
ACTIONS: (4)Diversion of funds or property received under express
agreement for prosecution or completion of any contract, and
their application or use for any other contract, obligation
or purpose, with intent to defraud or deceive creditors or
the owner.
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.
489.129
(g)Committing mismanagement or misconduct in the practice of
contracting that causes financial harm to a customer.
Correction:10-209
Appear before City Magistrate
489.126(3)(a)
Loss of permitting privileges in Stuart
489.129
Appear before City Magistrate

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 10/19/2022 at 9:00 AM 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.

Vito Lorenzo
Neighborhood Services Officer
Vito Lorenzo / Deborah Carrasco

CITY EXHIBIT

2

7022 1670 0001 3196 2728
7022 1670 0001 3196 2742
7022 1670 0001 3196 2735

Certified Mail #

7022 1670 0001 3196 2742

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 9/22/22
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 Robert J Quinn	
Street and Apt. No., or PO Box No. 120 SW Ocean Blvd	
City, State, ZIP+4® Stuart, FL 34994	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	

7022 1670 0001 3196 2728

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 9/22/22
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	
Street and Apt. No., or PO Box No. 45 Seminole St	
City, State, ZIP+4® Stuart, FL 34994	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	

CITY EXHIBIT 2A

7022 1670 0001 3196 2735

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 9/22/22
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 + Repairs LLC	
Street and Apt. No., or PO Box No. 120 SW Ocean Blvd	
City, State, ZIP+4® Stuart, FL 34994	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	

City of Stuart
Neighborhood Services
121 S.W. Flagler Avenue • Stuart, FL 34994-2172

RECEIVED

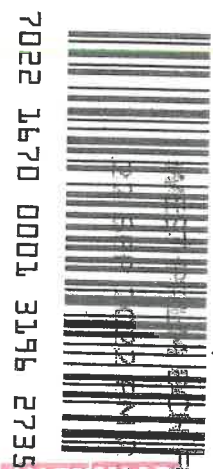
SEP 30 2022

CODE ENFORCEMENT
CITY OF STUART

Southern Roofing & Repairs LLC
120 SW Ocean Blvd
Stuart, FL 349

34994-205920 BC: 34994295920 DU *0375-02272-22-39
34994>2959

UNABLE TO FORWARD/FOR REVIEW
331 AA 1 C0009/27/22
34994295920 DU *0375-02272-22-39



quodient
FIRST-CLASS MAIL
IMI
\$007.82
09/22/2022 ZIP 34994
043M31219434

US POSTAGE

CITY EXHIBIT 3

STATE OF FLORIDA
CITY OF STUART
CODE ENFORCEMENT

AFFIDAVIT OF POSTING-MAGISTRATE HEARING

Code Enforcement Case Number: CE22090010

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 September 30, 2022, at 10:44 AM, I posted a Notice of Violation, for Case No. CE22090010, Robert J. Quinn-Southern Roofing and Repairs LLC 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 October 4, 2022

FURTHER AFFIANT SAYETH NAUGHT.

BY: Vito Lorenzo
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 6th day of October, 2022, by Vito Lorenzo, Code Enforcement Officer for the City of Stuart, Florida who is personally known to me or who has produced N/A as identification.

(Seal)  Darcee M. Pilarski
Notary Public, State of Florida

CITY EXHIBIT 3A



CITY EXHIBIT 3B



CITY OF STUART
NEIGHBORHOOD SERVICES
121 SW FLAGLER AVE
STUART, FL 34994-2111

NOTICE OF VIOLATION

September 21, 2022

ROBERT QUINN
120 SW OCEAN BOULEVARD
STUART, FL 34994

Case #: CE22090010

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: 120 SW OCEAN BLVD
PARCEL ID #: 0538410050160016000000

OBSERVATION DATE: 09/15/2022
CORRECTION DATE: 09/21/2022

VIOLATION(S)
AND
CORRECTIVE
ACTIONS:

10-209

(1) Negligence, incompetency or misconduct in the practice of the certified trade.
(4) Diversion of funds or property received under express agreement for prosecution or completion of any contract, and their application or use for any other contract, obligation or purpose, with intent to defraud or deceive creditors or the owner.

489.126(X)

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.

489.129

(g) Committing mismanagement or misconduct in the practice of contracting that causes financial harm to a customer.

Correction: 10-209

Appear before City Magistrate

489.126(X)

Loss of permitting privileges in Stuart

489.129

Appear before City Magistrate

NOTICE OF HEARING SUMMONS

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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.

Vito Lopez
Neighborhood Services Officer
Vito Lorenzo / Deborah Carrasco

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7022 1670 0001 3196 2738
7022 1670 0001 3196 2738
Certified Mail #

10/ 4/2022

CITY EXHIBIT 36

489.129 Disciplinary proceedings.—

(1) The board may take any of the following actions against any certificateholder or registrant: place on probation or reprimand the licensee, revoke, suspend, or deny the issuance or renewal of the certificate or registration, require financial restitution to a consumer for financial harm directly related to a violation of a provision of this part, impose an administrative fine not to exceed \$10,000 per violation, require continuing education, or assess costs associated with investigation and prosecution, if the contractor, financially responsible officer, or business organization for which the contractor is a primary qualifying agent, a financially responsible officer, or a secondary qualifying agent responsible under s. 489.1195 is found guilty of any of the following acts:

- (a) Obtaining a certificate or registration by fraud or misrepresentation.
- (b) Being convicted or found guilty of, or entering a plea of nolo contendere to, regardless of adjudication, a crime in any jurisdiction which directly relates to the practice of contracting or the ability to practice contracting.
- (c) Violating any provision of chapter 455.
- (d) Performing any act which assists a person or entity in engaging in the prohibited uncertified and unregistered practice of contracting, if the certificate holder or registrant knows or has reasonable grounds to know that the person or entity was uncertified and unregistered.
- (e) Knowingly combining or conspiring with an uncertified or unregistered person by allowing his or her certificate or registration to be used by the uncertified or unregistered person with intent to evade the provisions of this part. When a certificate holder or registrant allows his or her certificate or registration to be used by one or more business organizations without having any active participation in the operations, management, or control of such business organizations, such act constitutes prima facie evidence of an intent to evade the provisions of this part.
- (f) Acting in the capacity of a contractor under any certificate or registration issued hereunder except in the name of the certificate holder or registrant as set forth on the issued certificate or registration, or in accordance with the personnel of the certificate holder or registrant as set forth in the application for the certificate or registration, or as later changed as provided in this part.

(g) **Committing mismanagement or misconduct in the practice of contracting that causes financial harm to a customer. Financial mismanagement or misconduct occurs when:**

1. Valid liens have been recorded against the property of a contractor's customer for supplies or services ordered by the contractor for the customer's job; the contractor has received funds from the customer to pay for the supplies or services; and the contractor has not had the liens removed from the property, by payment or by bond, within 75 days after the date of such liens;
2. **The contractor has abandoned a customer's job and the percentage of completion is less than the percentage of the total contract price paid to the contractor as of the time of abandonment,**

unless the contractor is entitled to retain such funds under the terms of the contract or refunds the excess funds within 30 days after the date the job is abandoned; or

3. The contractor's job has been completed, and it is shown that the customer has had to pay more for the contracted job than the original contract price, as adjusted for subsequent change orders, unless such increase in cost was the result of circumstances beyond the control of the contractor, was the result of circumstances caused by the customer, or was otherwise permitted by the terms of the contract between the contractor and the customer.

(h) Being disciplined by any municipality or county for an act or violation of this part.

(i) Failing in any material respect to comply with the provisions of this part or violating a rule or lawful order of the board.

(j) Abandoning a construction project in which the contractor is engaged or under contract as a contractor. A project may be presumed abandoned after 90 days if the contractor terminates the project without just cause or without proper notification to the owner, including the reason for termination, or fails to perform work without just cause for 90 consecutive days.

CITY EXHIBIT 46

Sec. 10-209. Certificate revocation.

- (a) *Authorized; grounds.* The board shall have the power to revoke such certificate if the holder commits any one of the following acts or omissions:
- (1) Fraud or deceit in obtaining the certificate.
 - (2) Negligence, incompetency or misconduct in the practice of the certified trade.
 - (3) Abandoning of any contract without legal excuse.
 - (4) Diversion of funds or property received under express agreement for prosecution or completion of any contract, and their application or use for any other contract, obligation or purpose, with intent to defraud or deceive creditors or the owner.
 - (5) Fraudulent departure from, or disregard of, bona fide plans or specifications in any material respect, without the consent of the owner or his duly authorized representative, or the doing of any willful, fraudulent act by the holder in the prosecution at his trade, in consequence of which another is substantially injured.
 - (6) Willful and deliberate disregard and violation of this chapter or the fire prevention regulations of the city.
 - (7) The adjudication in bankruptcy, whether voluntary or not, of the holder of a certificate, shall automatically revoke such certificate, pending a decision of the issuing board, as provided under this section.
- (b) *Charges.* Any person interested, including the enforcement personnel of the city, any member of the issuing board, or the architect or engineer who is responsible for the plans under which the certificate holder is working, may prefer charges against a certificate holder. Such charges must be in writing and sworn to by the complainant and submitted to the issuing board. It will then be the duty of the board, at the earliest possible date, and not later than 30 days thereafter, to investigate the charges and render its decision without delay.
- (c) *Service, hearing.* A copy of such charges, unless dismissed by the board as unfounded or trivial, shall be served on the accused at least five days before the date fixed for the hearing. At the hearing, the accused shall have the right to appear personally or with an attorney and cross examine any witnesses against him, and to produce witnesses and evidence in his defense.
- (d) *Revocation.* If, after the hearing, the board's decision is that the certificate holder has been guilty of the charges proffered against him, the board shall cancel the certificate of competency.
- (e) *Reissuance.* The board may reissue a certificate to any person whose certificate has been revoked, provided three or more members of the board vote in favor of such reissuance, for reasons which the board may deem sufficient.
- (f) *Notice to building official.* Prompt written notice shall be given the building official in each case of a revocation or the reissuance of a certificate of competency.

(Code 1981, § 6-31; Code 1995, § 18-61; Ord. No. 1907, § 1, 12-16-2002)

CITY EXHIBIT 5

Created: 2022-03-10 11:50:05 [EST]

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: JASON CONN Field Representative: BOB QUINN

Contract Amount	Amount
	33,700.00
PAYMENT SCHEDULE	
40% Deposit 13,400	Paid Date: <u>1-1</u> CK# <u>PA</u> @\$ <u>PA</u>
40% In Progress 13,400	Paid Date: <u>7/24/22</u> CK# <u>121</u> @\$ <u>13,400.</u>
20% Final 6740	Paid Date: <u>/ /</u> CK# <u></u> @\$ <u></u>
Balance Due of Original Contract \$	

[REDACTED] Finance company will be paid

New Contract Amount	\$ <u>6740.00</u>
---------------------	-------------------

[Signature]
Homeowner Signature

7/24/22
Date

CITY EXHIBIT 6

Construction Agreement

Southern Roofing & Repairs LLC

120 SW Ocean Blvd., Stuart, Fla 34994
Office: (772) 353-1099
Email: southernroofingfla@gmail.com
Licensed & Insured MC 2000039

Owners Name: JASON PAMM Home Phone 888-367-7564
Street Address: 760 NW FETTER BUSH DR Cell Phone:
City: SEASON 10 FL State FL Zip 34957 Email Address: JTPCONN@GMAIL.COM

Scope of Work

REMOVE OLD SHINGLE ROOFING SYSTEM WITH 1" SNAPLOCK PANELS
WILL BEING UP TO 2" SHEDS OF PLYWOOD AT NOOSE EACH
SHEET ATTACHED. DUMPSTER REMOVAL INCLUDED

Roof Specifications

Asphalt Shingle	Metal	Tile	Flat Roofs
Grade	Type 1" SNAP LOCK	Type	Coating
Color	Gauge	Style	Torch Down
Brand	Flat Mill/Striations	Color	Other
	Colored		
Vents	Authorized Color Form Attached	Solar Panels/Pipes	
Gooseneck	Y N	Gutters	Color
Power Attic	Stacks		
ORV	Type of Underlayment		Drip Edge
Ridge Vent	1 or 2 Story/ Roof Pitch		Color
Valley	Wall Flashing		

We will - protect landscaping, remove trash from roof, gutters, yard pool screens. Roll yard with magnetic roller, furnish permits and do a final inspection. This agreement comes with a 10 year no leak warranty.

CONTRACTOR Property Owner acknowledges Southern Roofing & Repairs LLC as a contractor and as such will be entitled to 10% overhead and 10% profit, as allowed by insurance industry standards.

INSURANCE/MORTGAGE COMPANY NOTE: I hereby authorize the insurance company and/or the mortgage company below to make any checks payable jointly.

TERMS: By signing this agreement the Property Owner authorizes Southern Roofing & Repairs LLC to pursue the Property Owner's best interest for a project replacement or repair at a "price agreeable" to the insurance company and Southern Roofing & Repairs LLC with no additional cost to the Property Owner except the deductible, unless there are upgrades. When "price agreeable" is determined it shall become the final contract price of \$ & Property Owner authorizes Southern Roofing & Repairs LLC, to obtain labor and material in accordance with the "price agreeable" and the specifications set out herein and to accomplish the replacement or repair. Any and all monies received from the insurance company as contractor overhead and profit and/or cost increases will be paid to Southern Roofing & Repairs LLC in addition to contract price above.

Accepted by Property Owner on Date: 6/30/22 By: Southern Roofing & Repairs LLC
Property Owner

Insurance Co:	Claim #:
Mortgage Co:	Loan #:
Address:	City/State/Zip:
Project Manager:	

CITY EXHIBIT 7

Jason Conn
460 NW Fetterbush Way
Jensen Beach, FL 34957

To Whom it may concern:

I'm having an issue with a roofing contractor who essentially took my money, and didn't complete the job and hasn't refunded me. I had to go out to hire someone else to finish the job, which is still in process at this point. The contractor name and details are right below.

Robert Quinn
Southern Roof & Repairs LLC
State License #: RC29027802
Martin County License #: MC2000039

May 20th, there was a powerful hail storm in Jensen beach and my roof was damaged. There was an area at the ridge where it looked like the shingles ripped off or something of the sort because I could see it from the ground. I called around to get someone out to assess the damage and figure out where to go from there. This is how I came into contact with Bob Quinn. He came out, hopped on the roof, went around the house, looked at the gutters, the windows, the screens. He was pointing out all sorts of things that he believed was hail damaged and he told me I could put in an insurance claim. So, I figured I would give it a shot because I was going to have to fix it anyway. I put in the claim on 5/26 and the adjuster came out the week after. When he came out, Bob was here and they walked the property and got on the roof. I was in the house while they were doing their thing, but when the adjuster was finished, he pretty much told me that he agreed with Bob and that my roof along with other things were damaged from the hail. The insurance company cut me a check for \$29,739.71 to replace the roof along with some other things like the screens around my pool, and a section of gutter.

During the process of waiting to have the roof replaced, I had a couple other contractors come out just to give me a ball park estimate on a standing seem metal roof. I was going to upgrade instead of doing a standard asphalt shingle replacement. The two others that I had come out estimated the standing seem replacement at \$30,000. Bob's estimate was \$34,000. I figured because he had helped me out up to this point, I would give the job to him because I just wanted a good job. I wasn't trying to nickel and dime him, and I told him that, I just wanted a good quality job.

This is where the first red flag comes in. While I'm waiting for the insurance check to process, a group of neighbors that I haven't met before come to my house because they see his sign in my yard and they ask me if I'm working with Bob. I said yes, then they proceeded to tell me about working with him and told me I should run while I can. One of them said they went a couple of months without a real roof and just the underlayment because he didn't order the metal and they had to pay the metal company directly after the fact just to get a roof on their house. Obviously, that was concerning to me, especially seeing that we are approaching hurricane season. The other had some other sort of issue with the gutter on the pool enclosure. I don't remember which one, but one of them have filed a complaint with the Stuart building department.

CITY EXHIBIT 8A

I decided that Bob didn't rub me the wrong way at that point. I talked to Bob about this and I told him I just wanted a good job and not to be jerked around. Up to this point he did what I wanted him to up to that point so I decided to move forward with him.

Bob of Southern Roof & Repair was to be paid in three increments based on what stage he was at in the job. 40% to start the job, 40% when the dry in inspection was complete to buy the metal for the roof, then 20% when the job was done and the permit was closed. I gave him the first 40% on 6/30. They started work on Saturday 7/16. They worked the entire day tearing off the roof and putting the underlayment down, then came back the next day and finished off the drip edge for the dry in inspection. For some reason, he didn't have the inspector come out for almost a week? Not sure why, but other houses in the neighborhood were having their complete roof done and metal put on in the same week. The house passed all the dry in inspections on 8/2. Again, I'm not sure why because there were literally 4 other houses in the neighborhood, 2 on my street that had their roof torn off and the metal put on all within a week.

I then gave him the second 40% on 7/24, he was supposed to order the metal for the roof from extreme metal in palm city. I gently let him know that we are approaching hurricane season, and he assured me that he was going to order the metal the next day and the roof would be complete by the second week of August. He took my money, Cashed the check immediately and never ordered the metal, and I don't believe he now has the money to now order the metal. On 8/7 reached out to him via text asking him when the metal was coming because he said the job would be complete this week when I gave him the money on 7/24. We went back and forth and it got a little heated, and he threatened to cancel my contract and give me back \$3k. At that point, I knew we were done. But I figured I would check with the metal company because he said that he put in the order, and his excuse for why it wasn't ready is because he had to wait in line behind other contractors. I called them Monday morning and he did not pay for the metal at that point, so we weren't even in line to get it at that point. I have all of the correspondence with Bob in text which I could hand over. I gave him \$26,800 up to this point and he wanted to give me back \$3k for half the job, and not even the expensive half of the job?

Seeing that I am a responsible home owner, I called up different contractors on Monday to see who could help me out and finish off the job. I came across Ryan Holmes Contractors because they were one of the companies that did a complete tear off and re-roof in a week, during one of the weeks I was waiting for my metal. They came out, assessed the situation, told me it would cost \$15k at this point to finish just the roofing job and they could get me in ASAP because they understand my concern at this point with hurricane season right around the corner. I hired them to finish the job.

My Calculations come out to Southern Roof and Repair owing me \$8,100 plus gutters. Bobs crew trashed my gutters when they were going to take them off but he was telling me that insurance would supplement them because this is insurance restoration work. I don't have that money to replace them, so at this point he's responsible for replacing them.

Regards,

Jason Conn

CITY EXHIBIT 86



Southern Roofing & Repairs LLC

120 SW Ocean Blvd.
Stuart, FL 34994

772-353-1099

Licensed & Insured:
MC2000039

August 15, 2022

City of Stuart Building Dept.

Please cancel the permit for Jason Conn-460 Fetterbush Way Jensen Beach
FL 34956 – Permit # 22070043.

Southern Roofing & Repairs LLC will no longer be doing work at this
residence.

Kind Regards,


Robert Quinn
Southern Roofing & Repairs LLC

CITY EXHIBIT 9

Jason Conn

460 NW Fetter Bush Way

Jensen Beach, Fl.

Email: jrconn@gmail.com

860 367 7564

✓ Industrial
✓ Commercial
✓ Roofing
✓ Residential



Job Location: 460 NW Fetter Bush Way, Jensen Beach, Fl.

CITY EXHIBIT 10A

24 Gauge Standing Seam Mil Finish Snap Max Metal Roof

The following is the scope of work Ryan Holmes Contracting, Inc. recommends to at the aforementioned property for installing a 24 Gauge Standing Seam Snap Max Metal Roof for the price of: ***\$15,000.00 Fifteen Thousand Dollars.***

Qualifications Replacement of Roof For 24 Gauge Stand Seam Snap Max Metal Roof Installation:

- 1.) Call the City of Stuart Building department and transfer building permit to Ryan Holmes Contracting Inc.
- 2.) Verify all Install drip edge, vents, valley metals, pipe flanges, and flashings around all penetrations including sealants according to the FI Building Code have been installed properly and are complete.
- 3.) Install all metal panels according to FI Building Code and manufactures specifications including all fasteners
- 4.) Protect all siding, windows, and landscaping using tarpaulins.
- 5.) Quote to include all permit fees.
- 6.) Complete labor and material
- 7.) Dumpster supplied by RHC
- 8.) RHC 5 years labor warranty excluding hurricanes
- 9.) 25 years 6 months manufactures material warranty (see attached PDF)

*Estimated time of Completion: Materials/ Metal Panels ordered TODAY
Metal Panels installed promptly depending on permitting, and weather.*

- Contractor agrees to complete permitting



CITY EXHIBIT 103

- Contractor agrees to provide all labor and materials to complete job description.
- Contractor agrees to work consecutive days weather permitting
- Contractors agrees to call in all inspections in a timely manner
- Contractor agrees to install all materials to manufacturer's specifications.
- Homeowner agrees to make all payments as scheduled

Exclusions:

- 1.) Gutters: Price to install new 6 in white seamless Gutters to be replaced with downspouts upon request labor and material.

Payment to be made as follows: 1/2 down, balance upon completion.

RHC is an approved contractor for financing through: Ygrene.com, renewfinancial.com FRSACU.com and Home Advisor, ask me for more information if you are interest in financing.

CITY EXHIBIT 10C

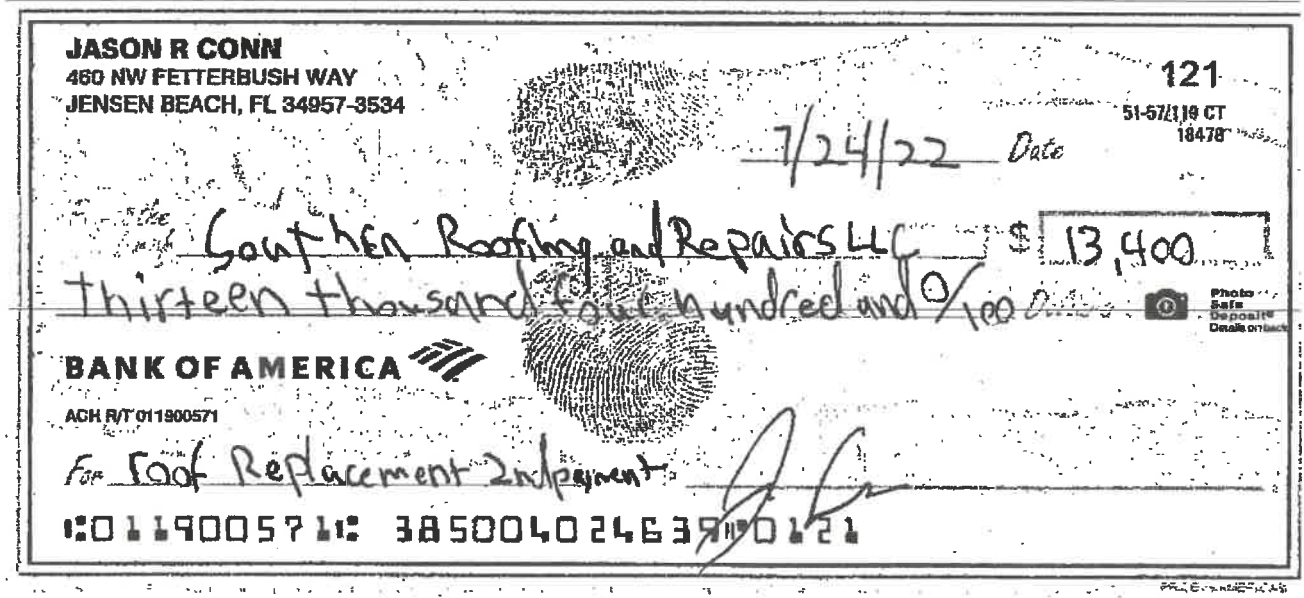




Adv Plus Banking - 4639 : Account Activity

Transaction details

Posting date	Jul 25, 2022
Description	Check
Type	Check
Status	Cleared
Check #	121
Amount	-\$13,400.00
Description	Check
Merchant name	Check
Transaction category	Cash, Checks & Misc: Checks



☐ CHECK Pay to the order of Global Innovation Bank		☒ CREDIT For Credit To Speedy Mart Inc. For Further Credit To ReliaFund Inc.	
For Deposit Only Speedy Mart Inc. 81294			

CITY EXHIBIT 118