

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Appeal of the Findings & Order of the Building Contractor Examiners Board on Case No. 04-012-001B

**DEPARTMENT:** Planning & Development **DIVISION:** Bldg and fire

**AUTHORIZED BY:** Dan Matthys  **CONTACT:** Tom Helle  **EXT.** 7338

Agenda Date <u>04-12-05</u>	Regular <input checked="" type="checkbox"/>	Consent <input type="checkbox"/>	Work Session <input type="checkbox"/>	Briefing <input type="checkbox"/>
	Public Hearing – 1:30 <input type="checkbox"/>		Public Hearing – 7:00 <input type="checkbox"/>	

**MOTION/RECOMMENDATION:**

Uphold the Findings and Order of the Building Contractor Examiners Board issuing a letter of reprimand to Mr. Hampson. (Staff Recommendation); OR

Reverse the Findings and Order of the Board and suspend Mr. Hampson's permitting privileges; OR

Remand the case back to the Building Contractor Examiners Board for a re- hearing.

District-3 Commissioner Van Der Weide

**BACKGROUND:**

Ms. Toni Murray, complainant, is appealing the decision of the Building Contractors Examiners Board, case number 04-012-001B.

On or about November 06, 2001 Ms. Murray entered into a contract with Mr Hampson respondent, and CVI windows and Doors, to replace windows and sliding glass doors in her home. The permit was secured on January 15, 2002 and work commenced. During the progression of the work the complainant felt that the windows and sliding glass doors were being installed in an unworkmanlike manner. On February 11, 2002 the complainant contacted the respondent to discuss her concerns. During this conversation Ms. Murray requested an inspection of the new block walls, and discovered that the required permit for the walls had not been secured.

Reviewed by:	<u>3-3-05</u>
Co Atty:	<u>8 Dietrich</u>
DFS:	_____
Other:	_____
DCM:	<u>[Signature]</u>
CM:	<u>[Signature]</u>
File No.	<u>rpdd01</u>

At this point Ms. Murray contacted Chief Building Inspector Paul Watson and requested he inspect the work. Upon inspection, Mr. Watson issued a verbal stop work order to the contractor for failing to secure the required permit for the block walls. As requested by staff, signed and sealed details were submitted as part of a revision utilized to add the block wall construction to the existing permit. On April 24, 2002 Ms. Murray terminated the contract with Mr. Hampson.

On May 11, 2004 Ms. Murray submitted a written formal complaint with staff against Mr. Hampson. Upon reviewing the complaint staff noted six possible violations of County Code, Florida Statutes, and the Building Code. The case was referred to the Board of Building Contractor Examiners for review. The board found that Mr. Hampson was in violation of Florida statute 489.1425(1), which requires that he provide a statement on the contract informing the homeowner of the existence of the Florida Construction Recovery Fund. After making their finding, the board issued a letter of reprimand to Mr. Hampson. A copy remains in his permanent file.

Staff recommends that the board uphold the findings of the Building Contractor Examiners Board.

At this point Ms. Murray contacted Chief Building Inspector Paul Watson and requested he inspect the work. Upon inspection, Mr. Watson issued a verbal stop work order to the contractor for failing to secure the required permit for the block walls. As requested by staff, signed and sealed details were submitted as part of a revision utilized to add the block wall construction to the existing permit. On April 24, 2002 Ms. Murray terminated the contract with Mr. Hampson.

On May 11, 2004 Ms. Murray submitted a written formal complaint with staff against Mr. Hampson. Upon reviewing the complaint staff noted six possible violations of County Code, Florida Statutes, and the Building Code. The case was referred to the Board of Building Contractor Examiners for review. The board found that Mr. Hampson was in violation of Florida statute 489.1425(1), which requires that he provide a statement on the contract informing the homeowner of the existence of the Florida Construction Recovery Fund. After making their finding, the board issued a letter of reprimand to Mr. Hampson. A copy remains in his permanent file.

Staff recommends that the board uphold the findings of the Building Contractor Examiners Board.

SHUTTS  
&  
BOWEN  
LLP

ATTORNEYS AND COUNSELLORS AT LAW

EARNEST A. DELOACH, JR.  
(407) 423-3200 Direct Telephone  
(407) 849-7222 Direct Facsimile

E-MAIL ADDRESS:  
edeloach@shutts-law.com

February 15, 2005

The Honorable Daryl McLain  
Chairman  
Board of County Commissioners of Seminole County  
c/o Clerk to Board of County Commissioners  
Seminole County Services Building  
1101 East First Street  
Sanford, Florida 32771

**Re: Murray v. Robert Hampson of CVI Windows & Doors, Inc.**

Dear Chairman McLain:

Ms. Toni Murray, pursuant to the Notice of Appeal filed January 24, 2005 (Exhibit "A"), hereby respectfully appeals to the Seminole County Board of County Commissioners the December 22, 2004 decision of the Seminole County Board of Building Contractor Examiners ("the Board") regarding Robert Hampson of CVI Windows and Doors, Inc. ("CVI"). (Case No. 04-012-0001B).

Ms. Murray initiated proceedings against CVI by filing of a 67 page complaint with the Board (Exhibit "B"). In her complaint, Ms. Murray detailed multiple Seminole County Building Code violations committed by CVI, including, but not limited to, failure to apply for a permit within 30 days of payment and performing work in an unworkmanlike manner, resulting in extensive damages to Ms. Murray.

At the hearing before the Board it was revealed that, despite the substantial evidence of wrongdoing presented by Ms. Murray's complaint, no one from the Seminole County Building Department ever investigated the allegations by visiting the subject home. As a result, the Board was unable to rely upon first hand observances of county investigators to either refute the allegations of Ms. Murray or verify the defenses of CVI. The Board also denied Ms. Murray's request to present the actual improperly installed windows for inspection at the hearing. Absent testimony from county investigators, or an opportunity to observe the deficient work, and in the face of the myriad written, testimonial, photographic and videographic evidence to the contrary,

ORLDOCS 10299321 1

300 SOUTH ORANGE AVENUE, SUITE 1000 • P.O. BOX 4956 • ORLANDO, FLORIDA 32802-4956 • TELEPHONE: (407) 423-3200 • FAX: (407) 425-8316 • www.shutts-law.com

MIAMI

FOIT LAUDERDALE

WEST PALM BEACH

ORLANDO

TALLAHASSEE

AMSTERDAM

LONDON

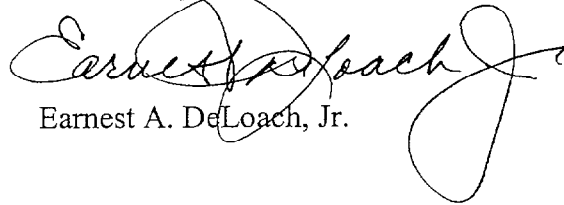
The Honorable Daryl McLain  
February 15, 2005  
Page 2

the Board inexplicably reduced and/or eliminated the charges leveled against CVI, including performance of work in an unworkmanlike manner.

Based on the foregoing, Ms. Murray believes that the Building Department's lack of sufficient investigation severely hampered her ability to present fully the allegations of the complaint to the Board. As a result, the Board reduced the relevant charges against and handed down an inadequate punishment to CVI. (Exhibit "C") Ms. Murray, therefore, requests a full rehearing before the Board of County Commissioners to ensure adequate investigation of the complaint.

Sincerely,

SHUTTS & BOWEN LLP

A handwritten signature in cursive script, appearing to read "Ernest A. DeLoach, Jr.", written over the typed name below.

Ernest A. DeLoach, Jr.

EAD/crv

cc: Mr. Tom Helle, Board of Building Contractor Examiners  
Susan Dietrich, Esq., County Attorney  
Seminole County Building Contractor Examiners Board  
Toni Murray

## SEMINOLE COUNTY

SEMINOLE COUNTY  
BUILDING CONTRACTOR  
EXAMINERS BOARD

vs.

ROBERT HAMPSON, CGC060587  
and, CVI WINDOWS AND DOORS.

CERTIFIED MAIL: 7004 1350 0000 2168 9127

LICENSE # CGC060587

CASE # 04-012-001B

### FINDINGS AND ORDER

THIS CAUSE having come before the Building Contractors Board (the "Board") on **December 7, 2004**, pursuant to Seminole County Code Section 40.18 and the Board having heard sworn testimony from **Tom Helle, Deputy Building Official, Mr. Robert Hampson, CGC060587, and Mrs Nancy Hampson, Vice President of Clearview Industires, Inc., Paul Watson, Chief Building Inspector, and Ms. Toni Murray.**

THE BOARD FINDS as follows:

**That Robert Hampson and CVI Windows and Doors:**

- a) **Failed to provide recovery fund statement on contract.**
- b) **Violated Section 489.1425(1), Florida Statutes.**

THEREFORE IT IS ORDERED AND ADJUDGED THAT:

**A letter of reprimand be issued against Robert Hampson and CVI Windows and Doors, and placed in Seminole County Files.**

The petitioner is hereby notified that an appeal from the decision of the Board may be made by filing a Notice of Approval in writing with both the Building Contractor Examiners Board and the Board of County Commissioners within thirty (30) days after the entry of said decision.

In accordance with Sections 489.131(7)(c) and (d), Florida Statutes, the disciplined contractor, the complainant, or the Department of Business and Professional Regulation may challenge the local jurisdiction's recommended penalty for Board action to the State Construction Industry Licensing Board. A challenge shall be filed within sixty (60) days of the issuance of the recommended penalty to the State Construction Industry Licensing Board in Jacksonville, Florida. If challenged, there is a presumptive finding of probable cause and the case may proceed before the State Board without the need for a probable cause hearing.

Failure of the disciplined contractor, the complainant, or the Department of Business and Professional Regulation to challenge the local jurisdiction's recommended penalty within the

time period set forth in this subsection shall constitute a waiver of the right to a hearing before the State Construction Industry Licensing Board.

A waiver of the right to a hearing before the State Board shall be deemed an admission of the violation, and the penalty recommended shall become a Final Order according to procedures developed by State Board without further State Board action.

Pursuant to Section 120.59, Florida Statutes, the Parties are hereby notified that they may appeal the Final Order of the State Board by filing one copy of a Notice of Appeal with the Clerk of the Department of Business and Professional Regulation, Northwood Centre, 1940 North Monroe Street, Tallahassee, Florida 32399-0792, and by filing the filing fee and one copy of the Notice of Appeal with the District Court of Appeal within thirty (30) days of the effective date of the Final Order.

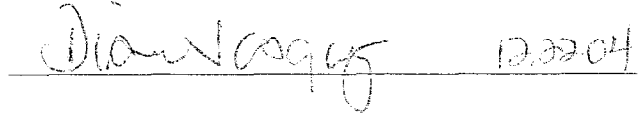
DONE AND ORDERED this 10th day of December, 2004.

Building Contractors Board  
Seminole County, Florida



Bill Miller,  
Chairman

cc: Contractor file  
State of Florida, Department of Business & Professional Regulation



Diane Vasquez,  
Clerk to the Board



Diane Vasquez  
MY COMMISSION # DD027012 EXPIRES  
May 17, 2005  
BONDED THRU TROY FAJN INSURANCE, INC.

**PLANNING AND DEVELOPMENT DEPARTMENT**

**BUILDING AND FIRE INSPECTIONS**



**SEMINOLE COUNTY BOARD OF BUILDING CONTRACTOR LICENSE EXAMINERS**

December 10, 2004

Robert Hampson, CGC060587  
And CUI Windows and Doors  
510 Gatlin Ave.  
Orlando, FL 32806-6914

**RE: LETTER OF REPRIMAND, CASE NO. 04-012-001B, SEMINOLE COUNTY vs.  
ROBERT HAMPSON, CGC060587**

Whereas on December 7, 2004, at a Public Hearing of the Seminole County Board of Building Contractor License Examiners, a Board duly appointed by the Board of County Commissioners, you were adjudicated guilty of violating the Florida State Statute, Section 489.1425(1), by failing to provide recovery fund statement on a contract. This document shall serve as your official Letter of Reprimand to be placed in your permanent file.

A handwritten signature in cursive script, appearing to read "Bill Miller", is written over a horizontal line.

Bill Miller, Chairman

cc: Contractor file  
State of Florida, Department of Business & Professional Regulation



1-14-05 2:00 PM  
Board of County Commissioners  
Building Contractor Examiners Board  
Seminole County Government  
Seminole County, Florida

TONI MURRAY,

Appellant/Homeowner

vs.

Case No.: 04-012-001B

ROBERT HAMPSON, CGC-060587  
d/b/a CVI WINDOWS and DOORS,

Appellee/Contractor.

---

NOTICE OF APPEAL

NOTICE is hereby given that TONI MURRAY, Appellant/Homeowner, appeals to the Board of County Commissioners, the Order of the Board of Building Contractor Examiners Board rendered on the 22nd day of December, 2004. The nature of the Order is Findings and Order in captioned cause Seminole County Building Contractor Examiners Board versus Robert Hampson, CGC-060587 and CVI Windows and Doors.

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by mail to Robert Hampson d/b/a CVI Windows and Doors, 510 Gatlin Avenue, Orlando, Florida 32806-6914, this the 24th day of January, 2005.

BY: Toni Murray  
Toni Murray  
Post Office Box 163233  
Altamonte Springs, FL 32716  
407.339.0790

## SEMINOLE COUNTY

SEMINOLE COUNTY BUILDING CONTRACTOR EXAMINERS BOARD	HEARING DATE	DECEMBER 7, 2004
vs.	LICENSE #	CGC060587
ROBERT HAMPSON, CGC060587 and, CVI WINDOWS AND DOORS.	CASE #	04-012-001B

### EXPANDED MINUTES

CHAIRMAN: Bill Miller (BM)

VICE CHAIRMAN: Charles Mitchell (CM)

BOARD MEMBERS: James Gamble (JG)  
Marti Chan, (MC)  
Bobby Von Herbulis (BV)

DEFENDANT: Robert Hampson (RH)

OTHER SPEAKERS: Larry Goldman, Building Official (LG)  
Tom Helle, Deputy Building Official (TH)  
Nancy Hampson, Defendant's Wife & Business Partner (NH)  
Toni Murray, Homeowner (TM)  
Paul Watson, Chief Building Inspector (PW)  
Diane Vasquez, Board Clerk (BC)

Testimony interpretation begins after the Call to Order, the Clerk to the Board's Roll Call, (all Board Members are present), the Chairman's Statement, Approval of the Minutes of the Board's June 28, 2004 Hearing and Swearing in of Witnesses.

Bill Miller begins hearing the case by reading the charges as follows:

"This is case 04-012-001B, Seminole County vs. Robert Hampson, CGC060587 of CVI Windows and Doors. The inspector in this case is Paul Watson. The violations charged, Florida State Statute, Sections 49.1425.1, 49.126.2 and A, and 49.127 subs 1 and H. Seminole County Code, Sections 40.4, 40.34 sub A and 2 and 10, and 40.71 sub A and B. Florida Building Code, Sections 104.1.1 and 105.4.

Charges are; number one, failed to apply for permit within 30 days of receiving payment; two, failure to provide recovery fund statement on contract; three, failed to secure permit for electrical

work that was completed; four, allowed electrical work to be completed without a license; five, allowed the work to continue in an un-workmanlike manner; six, attempted to conceal work from the Building Division; seven, poured a portion of fill cells prior to inspection. Building Department?”

Tom Helle addresses the Board. He informs them that on approximately November 6, 2001, the complainant entered into a contract with the respondent to rebuild a bay window and block, install new window, and a sliding glass door. He explains that while reviewing the case he noted violations of Florida Statute 49.1262.A, failure to apply for a permit within 30 days of receiving payment; Florida Statute 49.1425, failure to provide the recovery fund statement on the contract; Florida Building Code 489,127.1.H, and Seminole County codes 40.4 and 40.71.A, failure to secure a permit for electrical work; Seminole county Code 40.71.B, allowed electrical work to be completed without a license; Seminole County Code 40.34.A.2, allowed the work to continue in an unworkmanlike manner; Seminole County Code 40.34.A.10, attempted to conceal work from the Building Division; and, Florida Building Code, Section 105.4, poured a portion of the fill cells prior to the inspection.

Nancy Hampson, the wife and business partner of the Respondent, introduces herself. She worked with CVI Windows and Doors. She was primarily responsible for all the paperwork in this case. The respondent had issued her Power of Attorney and she submitted the CADD drawings Robert Hampson had created to the Building Division when making application for the permit. She goes on to say that a revised application, with the stamped, engineered drawings, included the electrical work and the plans were approved by the Building Division.

Mrs. Hampson goes on to address the charge of failure to apply for the permit within 30 days of receiving payment. She explains that, as a window manufacturer, she applies for permits in numerous counties without problems because the deposit is for the windows, not for the work that is going to be done. She understood that when the windows were ready and the design drawings were ready, the permit could be applied for when the work was ready to be started since some of her windows may take as long as 6 months to a year to fabricate.

Mr. Helle addresses the issue of payment and explains that the contract is for labor and materials and that State Statute states that application for a permit must be submitted within 30 days of accepting funds. He points out that the contract was for installation and materials. Funds were received on November 6, 2001 and the date of permit application was January 15, 2002.

Mrs. Hampson responds that she had questioned other counties and had been advised that a permit application could be requested when they are prepared to actually do the work. It was a misunderstanding and she was not trying to do something that was in error.

Chairman Miller asks Mrs. Hampson why she had not questioned Seminole County on the matter as she had other counties and Mrs. Hampson replies that she assumed that the policy was the same everywhere. She had been told she was a manufacturer she was taking the deposit for materials and had been doing business that way for seven years.

Mrs. Hampson continues by addressing the issue of allowing the work to continue in an unworkmanlike manner. She does not understand, since Paul Watson had inspected the site and told them to stop work and they stopped. She does not understand the where it says they attempted to conceal work from the Building Division because they had not attempted to conceal anything. She spoke with Paul Watson at length explaining that they were waiting for materials to come in. He inspected the site and was unhappy with the way it was finished on the outside and also wanted stamped engineered drawings confirming that they had built in conformity with code. Work stopped at that point.

Mrs. Hampson references pictures in the packet where concrete had been cut for down cells on either side of the bay window. She states that that was not the work of CVI Windows and Doors. Tom Helle states that he can remove the violation since Ms. Murray had affirmed they did not work on the downpours. The Board strikes items six and seven at that time.

Paul Watson testifies that the pictures submitted in the Board's packet were taken by the he and Thomas Forbes and it is noted that no dates are on those photos. Mr. Watson states that they were taken over two years ago.

Mr. Miller inquires Tom Helle as to why it has taken three years for the case to be heard and Mr. Helle explains that the complaint was received by the Building Division approximately two and a half to three months prior to the four hurricanes and it has taken that long to put together the case. As they converse to approximate when the complaint was received, they determine that it was around May or June of 2004, but still two and a half years after the situation occurred. Mr. Helle responds that cases are not typically tracked that far back.

Testimony continues among those present and Ms. Murray comes to the podium to testify. She established for the Board that the Building Division came to investigate on June 28, 2002 and took the photographs at that time.

Ms. Murray begins her testimony and establishes that she contracted with CVI Windows and Doors to reconstruct the existing frame bay window and concrete block and replace the window into the bay area and repair a crack in the floor with hydraulic cement. The contract also included replacing one of two sliding glass doors and pouring a new concrete sill.

She continues that she and the contractor had issues regarding the sizes of the windows; they were not the same size as the windows that were removed. She was told by Seminole County that it was a civil issue. Ms. Murray gives some dimensions of the bay window removed versus the dimensions of the replacement window and that the difference left a two inch gap at the top. She had words with Mr. Hampson about this issue and was unable to come to an agreement in a conversation between them on February 5, 2002, and that was the last day they were on the job. She asked Mr. Hampson to call in for the final inspection at that time but it was not called in.

Ms. Murray addresses her concern in reference to electrical work done in the bay window construction. Ms. Murray states that she believes it is the responsibility of the contractor to fill the existing openings with the maximum size windows and doors allowable without fillers, foam and caulking and without gaps and excessive trim. She had made numerous written and oral requests

to correct the window and door sizes of the product. Ms. Murray states that the contractor requested to return to the job when he obtained the engineering but he would not consent to new windows and door to property fit the openings properly. Ms. Murray offers to present a video taping and exhibits of the materials used in the construction.

After some conversation among those present establishing the owners of record of Ms. Murray's home and clarification of the circumstances involved in the time it took for the complaint to be filed with Seminole County, Ms. Murray continues by answering an inquiry from Charles Mitchell regarding the dollar amounts paid to the contractor. In accordance with CVI's contract, she paid \$2,700.00 upon signing, an additional \$2000.00 when work commenced, for a total paid of \$4,700.00. Ms. Murray informs the Board that a second contractor, Central Florida Window and Door, charged her 11,400.00 to redo the job. It is determined that Central Florida Window and Door used new windows and doors because they would not use CVI's windows and doors. She tells the Board Members that those materials were the wrong size.

Mr. Von Herbulis inquires with Ms. Murray who Atlantic Windows and Doors is. She explains that company was owned by Charles Depiatra (*Clerk unsure of spelling of name.*) Atlantic windows and doors was the "high end" of two companies, Central Florida Window and Doors, and Atlantic Windows. Mr. Von Herbulis inquires if the contract with Central Florida Window and Doors contained only the same items as with CVI and Ms. Murray confirms that they were only the same items except for the sill. Central Florida Windows and Door did not build up the sill as CVI had in their contract.

The Board Members discuss the charges in the case. They determine that items five, six and seven have been stricken. Mr. Von Herbulis suggests that items three and four regarding electrical work, the relocation of the wall outlet, should be stricken as well since it was not new electrical work being installed. Mr. Von Herbulis also suggests that item may not be significant when taking into consideration the Thanksgiving and Christmas holidays falling in the timeframe in question. He indicates that failure to provide the recovery fund statement on the contract is the only viable charge. Mr. Von Herbulis concludes that it is not necessary to view the video to address that one charge.

Mr. Miller addresses Ms. Murray and inquires if she understands that the Board must address the charges as they have been presented by Staff. He speaks to Ms. Murray regarding the responsibilities of the complainant in working with Staff in order to accurately address the complaints understand the charges. At this point, he states that the Board must confine themselves to Board's discussion and presentation form Staff and the contractor.

Ms. Murray asks the Board to consider not removing the charge of unworkmanlike manner until after they have viewed the video and see the installation. She believed the contractor's installation was negligent.

Mrs. Hampson addresses the Board in regard to the charge of the work being done in an unworkmanlike manner. She states that when asked to stop work on the project, they did stop. The video that is going to be viewed is of uncompleted work. She mentions that at that time, they

had been waiting on a shipment of materials to complete the job but they were not allowed to continue.

When asked by the Chairman if he recalled anything of his site inspection, Mr. Watson replies that he really did not.

Ms. Murray tells the Board that CVI windows and Door finished their installation of the bay window and the sliding glass doors on February 5<sup>th</sup> when she asked for an inspection. She states that the problem was that they had not applied for a permit for the bay window but it was completed. Mr. Miller asks what the permit they had was for and Ms. Murray responds that their permit was for to replace the windows and doors, but not the bay window. Ms. Murray goes on to mention that an engineer became involved at that point and signed and sealed plans that the bay window was alright. She also informs the Board that she did not terminate CVI until April 24<sup>th</sup>.

Discussion ensues in regard to the sequence of events. It is established that the bay window had been constructed and engineering was requested by the county for that construction. It was submitted to the county on April 8<sup>th</sup>, 2002 and accepted. At some point after that, Paul Watson visited the site and found a problem with the engineering because there were no down cells. Then he reported his findings to Mr. Forbes who was in charge of complaints against contractors at the time.

The Board decides to view the video at this point. The video had been taken by Ms. Murray. Prior to the viewing of the video it is determined that Ms. Murray had signed a contract with Central Florida Windows and Doors on May 13, 2002. They started work on June 24, 2002. Ms. Murray contacted the Building Division on June 25, 2002 via fax and the next day, June 26, 2002, Mr. Forbes and Mr. Watson come out and took photographs.

The video is viewed at this point as Ms. Murray describes various items of the construction. Once the video viewing is completed Ms. Murray addresses the Board Members and asks them to reconsider the unworkmanlike manner. She believes they deviated from the specifications of the contract by filling the crack in the floor with caulk instead of hydraulic cement and filling the void in the window because the window were too small and deviating from the sizes that measured and put on the contract and what they installed.

Mr. Von Herbulis addresses Ms. Murray to say if the Board decides to add the item back onto the list, they can do so. He requests that the public discussion be closed at this point and the Chairman determines that the public portion of the hearing is closed.

Mr. Von Herbulis addresses the Board to say after the testimony given from both sides and the reports from Staff, he felt items three and four be stricken due to lack of justifiable cause to the allegations filed. Item five, unworkmanlike manner, although the workmanship may have been "sloppy" he did not see anything in the photos or on the video that was out of code, and asked that that item be stricken as well. He requests that they address item number two, failure to provide recovery fund statement and reprimand the contractor with a letter in their file. He asks that that be made in the form of a motion. The motion is seconded by Mr. Gamble with discussion.

In their discussion, Mr. Gamble addresses the fact that there was no disinterested third party in the case. Mr. Mitchell expresses a concern about the amount of time it took for the complaint to be filed. Had the case been presented in a timelier manner, information would have been fresher to be presented to the Board. Ms. Chan asks Mr. Von Herbulis to speak from a contractor's standpoint as to whether the work done was within code in the workmanship. He points out that although it was not workmanship he would perform as a contractor or personally accept, what was done was not pretty but can be typical of reconstruction. Everything is not perfect when doing renovation work. Although everything should be permitted, he did not see relocating an outlet from a demoed wall as grounds for filing charges against a contractor unless more extensive work had been done. He did not see anything blatant.

Ms. Chan asks Mr. Helle to respond regarding the workmanship and he states that workmanship issues have not been in the Florida Building Code since 1994 but the issue is still in part of the Seminole County Code.

The Chairman takes a vote on the motion and it carries unanimously