

CONSTRUCTION BOARD OF ADJUSTMENTS AND APPEALS



February 4, 2025

1:00 pm

INDIAN RIVER COUNTY
COMMISSION CHAMBERS

Table of Contents

Construction Board of Adjustments and Appeals

February 4, 2025

_____Agenda

_____Construction Board of Adjustments & Appeals: April 4, 2024 minutes

_____Hearing notices & service for Bessard Roofing LLC

_____Hearing notices & service for Joseph and Sharon Tessier

_____Hearing notices & service for David Becker

_____Legal descriptions of all properties being presented

_____Contractor state licensure

_____24-03 Case presentation / Statement of facts / Administrative complaint
110 Spring Line Dr Vero Beach, Florida
Owners: Mccarron, Robert A & Patricia A
Contractor: Bessard Roofing LLC

_____24-04 Case presentation / Statement of facts / Administrative complaint
1937 Newmark Cir. SW Vero Beach, Florida
Owners: Saint-Louis, Tybule & Saphir V
Contractor: Bessard Roofing LLC

_____25-01 Case presentation / Appeal of Cease & Desist order
6566 1st St SW Vero Beach, Florida
Owners: Joseph Tessier and Sharon Tessier

_____25-02 Case presentation / Appeal for reinstatement
558 Jay St. Vero Beach, Florida
Owner: David Becker dba David C. Becker, contractor



AGENDA – February 04, 2025

CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS (CBAA)

Robert DiPietro, Sr., Electrical Contractor
Kathryn Casano-Radecke, Member-at-Large
Franklin Jandreau, Plumbing Contractor
Duane Millar, Engineer

Peter Robinson, Division 1 Contractor
Diana Hoffman, Architect
Michael Lue, Code or Structural Inspector
Vacant, Mechanical Contractor

Brad Schuh, Jr., Member-at-Large, Chair
David Checchi, Contractor Licensing Investigator

The **Construction Board of Adjustment & Appeals** will meet at
1:00 PM on Tuesday, February 04, 2025, at
Indian River County Administration Complex
Building A - County Commission Chambers
1801 27th Street, Vero Beach, FL

9 members / 7 quorum

AGENDA

1. **Call to Order**
2. **Roll Call**
3. **Election of Officers**
 - a. Chair
 - b. Vice Chair
4. **Testimonial Oath**
5. **Approval of Minutes** April 24, 2024 - *Action required*
6. **Case Presentations**
 - a. **File 24-03:** Jasmin Bessard – Qualifier, Bessard Roofing LLC
Job Location: 110 Spring Line Drive, Vero Beach
Complaint: Project mismanagement / negligence / contractor insurance violations - *Action required*
 - b. **File 24-04:** Jasmin Bessard – Qualifier, Bessard Roofing LLC
Job Location: 1937 Newmark Circle SW, Vero Beach
Complaint: Project mismanagement / negligence / contractor insurance violations - *Action required*
 - c. **File 25-01:** Joseph Tessier and Sharon Tessier
6566 1st SW, Vero Beach
Complaint: **Appeal of Cease & Desist Order** - *Action required*
 - d. **File 25-02:** David Becker d/b/a David C. Becker, Contractor
558 Jay Street, Vero Beach, FL
Complaint: **Appeal for Reinstatement** - *Action required*
7. **Adjournment**

Except for those matters specifically exempted under State Statute and Local Ordinance, the Committee shall provide an opportunity for public comment prior to the undertaking by the Committee of any action on the agenda. Public comment shall also be heard on any proposition on which the Committee is to take action which was either not on the agenda or distributed to the public prior to the commencement of the meeting. Anyone who may wish to appeal any decision which may be made at this meeting will need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence on which the appeal is based.

APRIL 4, 2024 MINUTES

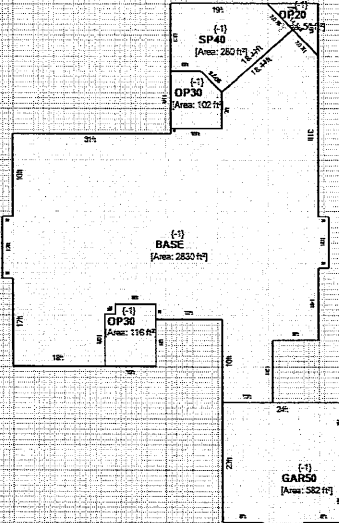
PLACE HOLDER

PROPERTY 98897	R	RES	10/20/2015	OWNER ID: MCCARRON ROBERT A & PATRICIA A	TAX AREA: 7U	IMPROVEMENT VALUE	483,725
Legal Description				137536	*98897*	LAND MARKET	+ 1,360,000
MOORINGS UNIT 5 "THE ANCHOR" LOT 10 PBI 9-98 TO 98D				110 SPRING LINE DR		TOTAL MARKET VALUE	= 1,843,725
				VERO BEACH, FL 32963	ACRES: 0.3800	AG VALUE	= 0
					APPR VAL METHOD: Cost	PRODUCTIVITY LOSS	= 0
					SOH %: 100.00	ASSESSED VALUE	= 855,719
					NSOH 54 %: 0.00	EXEMPTION VALUE	= 50,000
					NSOH 55 %: 0.00	TAXABLE VALUE	= 805,719

33402100008000000010.0

SITUS 110 SPRING LINE DR VERO BEACH, FL 32963

DBA:

GENERAL			SKETCH FOR IMPROVEMENT #1		EXEMPTIONS	
UTILITIES LAST APPR. AB					HEX Exemption of Homesteads Reporting requirement on tax roll accordi	
TOPOGRAGPHY LAST APPR. YR 2013					HEX-A Additional 25,000 Homestead Exemption	
ROAD ACCESS LAST INSP. DATE 01/31/2023						
ZONING RS-3 NEXT INSP. DATE						
PRIMARY USE 0100 # OF IMPRV 1						
NEXT REASON					PICTURE	
REMARKS						
BUILDING PERMITS					21334000008000000010.0	
ISSUE DT PERMIT TYPE PERMIT AREA ST PERMIT VAL						
01/18/2024 ROOF A 68,745						
RES I 158,000						
SALES INFORMATION						
SALE DT PRICE GRANTOR DEED INFO						
04/01/2004 975,000 WELLINGTON ROGER WD / 1717 / 1564						
03/01/1995 540,000 BORN KATHRYN W (TFOI / 1050 / 2972						
02/01/1995 100 BORN RICHARD L ESTOI / 1048 / 2663						
REGION: SUBD: 3340210008 (100 NBHD: 090070.00 (100% SUBSET: IMPROVEMENT VALUATION LIVING AREA: 2,830 APPR/SOFT: 651.61 SALE/SOFT: 344.58 B-USE: 0100					IMPROVEMENT FEATURES	
1 OP20 3 RES R9/WLCOI 100 0.00 0.00 50.0 34.81 1 1984 1984 1,741 79.00% 0.79 1,375					DESCRIPTION UNITS CODE DESCRIPTION UNITS CODE	
2 *BASE 3 RES R9/WLCOI 100 0.00 0.00 2,829.5 174.05 1 1984 1984 508,474 79.00% 0.79 401,694					Bath Fixtures 9.00 Bath Fixtures	
3 OP30 3 RES R9/WLCOI 100 0.00 0.00 116.0 52.22 1 1984 1984 6,058 79.00% 0.79 4,786					Bathrooms 2.50 Bathrooms	
4 SP40 3 RES R9/WLCOI 100 0.00 0.00 279.5 69.62 1 1984 1984 19,459 79.00% 0.79 15,373					Bedrooms 3.00 Bedrooms	
5 GAR5 3 RES R9/WLCOI 100 0.00 0.00 582.0 87.03 1 1984 1984 50,651 79.00% 0.79 40,014					Exterior Wall 0.00 Sd Wood/Hrld F	
6 DRCH 3 MISC R9/WLCOI 100 0.00 0.00 1,152.0 5.58 1 1984 1984 6,428 79.00% 0.79 5,078					Flr Sl/Cv 0.00 Concrete; Carp	
7 WDW 3 MISC R9/WLCOI 100 0.00 0.00 280.0 42.00 1 1986 1986 11,760 80.00% 0.80 9,408					Frpl Code 1.00 1 Story	
8 PTCN 3 MISC R9/WLCOI 100 0.00 0.00 406.0 5.58 1 1984 1984 2,265 79.00% 0.79 1,789					HVAC 0.00 Forced Hot Air,	
					Interior Wall 0.00 Drywall	
					Roof Data 0.00 Hip,WTruss,WS	
					Shape Code 0.00 Irregular	
					Substructure Code 0.00 Slab on Ground	
					Total Rooms 8.00 Total Rooms	
REGION: SUBD: 3340210008 (100 NBHD: 090070.00 (85% SUBSET: LAND VALUATION IRR Wells: Capacity: IRR Acres: Oil Wells:					PRODUCTIVITY VALUATION	
1 Unit Lot Tract ZONING LUSE SOIL CLS TABLE HS METH UNITS UNIT PRICE GROSS VAL ADJ LAND ADJ SRC MKT VAL					AG ACRES AG USE AG TABLE AG UNIT PRC AG VALUE	
Land Total : 1,360,000 1.0000 1,600,000.00 1,600,000 1.00 0.85 A 1,360,000					N 0.00 0	
					0	

PROPERTY 98897 R RES 10/20/2015 OWNER ID: MCCARRON ROBERT A & PATRICIA A TAX AREA: 7U IMPROVEMENT VALUE 483,725

Legal Description 137536 110 SPRING LINE DR *98897* LAND MARKET + 1,360,000

MOORINGS UNIT 5 "THE ANCHOR" LOT 10 PBI 9-98 TO 98D VERO BEACH, FL 32963 TOTAL MARKET VALUE = 1,843,725

ACRES: 0.3800 AG VALUE = 0

APPR VAL METHOD: Cost PRODUCTIVITY LOSS = 0

SOH %: 100.00 ASSESSED VALUE = 855,719

NSOH 54 %: 0.00 EXEMPTION VALUE = 50,000

NSOH 55 %: 0.00 TAXABLE VALUE = 805,719

33402100008000000010.0 DBA:

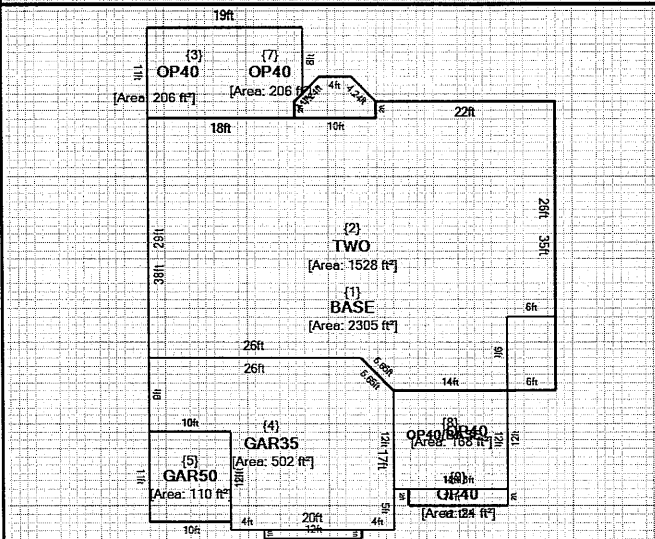
SITUS 110 SPRING LINE DR VERO BEACH, FL 32963

GENERAL		SKETCH INFORMATION		EXEMPTIONS	
UTILITIES	LAST APPR.				
TOPOGRAGPHY	LAST APPR. YR				
ROAD ACCESS	LAST INSP. DATE				
ZONING	NEXT INSP. DATE				
PRIMARY USE	# OF IMPRV				
NEXT REASON					
REMARKS					
BUILDING PERMITS					

SALES INFORMATION	

REGION: SUBD: 33402100008 (100) NBHD: 090070.00 (100%) SUBSET: IMPROVEMENT VALUATION LIVING AREA: 2,830 APPR/SQFT: 651.61 SALE/SQFT: 344.58 B-USE: 0100																									IMPROVEMENT FEATURES									
#	TYPE	SHAPE	MTHD	CLASS/SUB	Quality	LF	LENGTH	WIDTH	AREA	UNIT PRICE	UNITS	BUILT	EFF YR	COND	VALUE	DEPR	PHYS	ECON	FUNC	COMP	ADJ	ADJ VALUE	DESCRIPTION	UNITS	CODE	DESCRIPTION	UNITS	CODE						
9	OP30	3	RES	R9/WLCOI		100	0.00	0.00	102.0	52.22	1	1984	1984		5,326	79.00%					0.79	4,208												
1	Residence							Living Area:	5,797.0	(E1984)	Homesite:	(100)			612,162						Living Area:	2,830	483,725											

REGION:		SUBD:		NBHD:		SUBSET:		LAND VALUATION		IRR Wells:		Capacity:		IRR Acres:		Oil Wells:		PRODUCTIVITY VALUATION					
L#	DESCRIPTION	ZONING	LUSE	SOIL	CLS	TABLE	HS	METH	UNITS	UNIT PRICE	GROSS VAL	ADJ	LAND	ADJ	SRC	MKT VAL	AG	ACRES	AG USE	AG TABLE	AG UNIT	PRC	AG VALUE

Indian River County Property Appraiser										PROPERTY APPRAISAL INFORMATION 2025										2025-0-90270-222775									
PROPERTY 90270 R RES 10/20/2015 OWNER ID: SAINT-LOUIS TYBULE & SAPHIR V										TAX AREA: 7										IMPROVEMENT VALUE 492,597									
Legal Description 222775 1937 NEWMARK CIRCLE SW										*90270*										LAND MARKET + 38,250									
MILLSTONE LANDING PD PHASE 1 LOT 30 PBI 22-79 VERO BEACH, FL 32968																				TOTAL MARKET VALUE = 530,847									
										ACRES: 0.2000										AG VALUE = 0									
										APPR VAL METHOD: Cost										PRODUCTIVITY LOSS = 0									
										SOH %: 100.00										ASSESSED VALUE = 316,931									
										NSOH 54 %: 0.00										EXEMPTION VALUE = 50,000									
										NSOH 55 %: 0.00										TAXABLE VALUE = 266,931									
33393400004000000030.0 DBA:																													
SITUS 1937 NEWMARK CIR SW VERO BEACH, FL 32968																													
GENERAL										SKETCH FOR IMPROVEMENT #1										EXEMPTIONS									
UTILITIES LAST APPR. JV																				HEX Exemption of Homesteads Reporting requirement on tax roll accordi									
TOPOGRAGPHY LAST APPR. YR 2024																				HEX-A Additional 25,000 Homestead Exemption									
ROAD ACCESS LAST INSP. DATE 04/22/2024																													
ZONING RS-3 NEXT INSP. DATE																													
PRIMARY USE 0100 # OF IMPRV 1																													
NEXT REASON																				PICTURE									
REMARKS																													
BUILDING PERMITS																													
ISSUE DT PERMIT TYPE PERMIT AREA ST PERMIT VAL																													
04/24/2023 ROOF I 42,408																													
RES I 0																													
SALES INFORMATION																													
SALE DT PRICE GRANTOR DEED INFO																													
08/01/2014 325,000 J ANTHONY LLC WD / 2782 / 1066																													
05/01/2014 219,500 BAC HOME LOANS SERWD / 2764 / 2223																													
06/01/2012 170,100 ESPINOSA ANTONIO SCT / 2583 / 200																													
REGION: SUBD: 3339340004 (100' NBHD: 010074.20 (100% SUBSET: IMPROVEMENT VALUATION LIVING AREA: 3,422 APPR/SQFT: 155.13 SALE/SQFT: 94.97 B-USE: 0100																				IMPROVEMENT FEATURES									
# TYPE SHAPE MTHD CLASS/SUB Quality LF LENGTH WIDTH AREA UNIT PRICE UNITS BUILT EFF YR COND VALUE DEPR PHYS ECON FUNC COMP ADJ ADJ VALUE																				DESCRIPTION UNITS CODE DESCRIPTION UNITS CODE									
1 *BASE 2 RES SC1-W/LC 100 0.00 0.00 1,894.0 143.25 1 2007 2007 301,136 91.00%										0.91 274,034										Bath Fixtures 14.00 Bath Fixtures									
2 TWO 2 RES SC1-W/LC 100 0.00 0.00 1,528.0 100.28 1 2007 2007 153,228 91.00%										0.91 139,437										Bathrooms 3.50 Bathrooms									
3 OP40 2 RES SC1-W/LC 100 0.00 0.00 440.0 57.30 1 2007 2007 25,212 91.00%										0.91 22,943										Bedrooms 4.00 Bedrooms									
4 GAR3 2 RES SC1-W/LC 100 0.00 0.00 502.0 50.14 1 2007 2007 25,170 91.00%										0.91 22,905										Exterior Wall 0.00 Stc CB W/Stc o									
5 GAR5 2 RES SC1-W/LC 100 0.00 0.00 110.0 71.63 1 2007 2007 7,879 91.00%										0.91 7,170										Flr St/Cv 0.00 Concrete/Tile, c									
6 DRBR 2 IISC SC1-W/LC 100 27.00 26.00 702.0 8.31 1 2007 2007 5,834 91.00%										0.91 5,309										Interior Wall 0.00 Drywall									
7 OP40 2 RES SC1-W/LC 100 0.00 0.00 206.5 57.30 1 2007 2007 11,832 91.00%										0.91 10,767										Roof Data 0.00 Hip/Jst-Trs/Tile									
8 OP40 2 RES SC1-W/LC 100 0.00 0.00 168.0 57.30 1 2007 2007 9,626 91.00%										0.91 8,760										Shape Code 0.00 Rectangle									
																				Substructure Code 0.00 Slab on Ground									
																				Total Rooms 10.00 Total Rooms									
REGION: SUBD: 3339340004 (100' NBHD: 010074.20 (85% SUBSET: LAND VALUATION IRR Wells: Capacity: IRR Acres: Oil Wells:																				PRODUCTIVITY VALUATION									
L# DESCRIPTION ZONING LUSE SOIL CLS TABLE HS METH UNITS UNIT PRICE GROSS VAL ADJ LAND ADJ SRC MKT VAL																				AG ACRES AG USE AG TABLE AG UNIT PRC AG VALUE									
1 Unit Lot Tract RS-3 01C SPECIAL (100) LOT 1.00 L 45,000.00 45,000 1.00 0.85 A 38,250																				N 0.00 0									
Land Total : 38,250										1.0000										38,250									

Indian River County Property Appraiser			PROPERTY APPRAISAL INFORMATION 2025			2025-0-90270-222775					
PROPERTY	90270	R	RES	10/20/2015	OWNER ID:	SAINT-LOUIS TYBULE & SAPHIR V	TAX AREA:	7	IMPROVEMENT VALUE		492,597
Legal Description					222775	1937 NEWMARK CIRCLE SW	*90270*		LAND MARKET	+	38,250
MILLSTONE LANDING PD PHASE 1 LOT 30 PBI 22-79						VERO BEACH, FL 32968			TOTAL MARKET VALUE	=	530,847
							ACRES:	0.2000	AG VALUE	=	0
							APPR VAL METHOD:	Cost	PRODUCTIVITY LOSS	=	0
							SOH %:	100.00	ASSESSED VALUE	=	316,931
							NSOH 54 %:	0.00	EXEMPTION VALUE	=	50,000
							NSOH 55 %:	0.00	TAXABLE VALUE	=	266,931

33393400004000000030.0

SITUS 1937 NEWMARK CIR SW VERO BEACH, FL 32968

DBA:

GENERAL		SKETCH INFORMATION														EXEMPTIONS		
UTILITIES		LAST APPR.																
TOPOGRAGPHY		LAST APPR. YR																
ROAD ACCESS		LAST INSP. DATE																
ZONING		NEXT INSP. DATE																
PRIMARY USE		# OF IMPRV																
NEXT REASON																		
REMARKS																		
BUILDING PERMITS																		
SALES INFORMATION																PICTURE		

REGION: SUBD: 3339340004 (100 NBHD 010074.20 (100% SUBSET: IMPROVEMENT VALUATION LIVING AREA: 3,422 APPR/SQFT: 155.13 SALE/SQFT: 94.97 B-USE: 0100														IMPROVEMENT FEATURES															
#	TYPE	SHAPE	MTHD	CLASS/SUB	Quality	LF	LENGTH	WIDTH	AREA	UNIT PRICE	UNITS	BUILT	EFF YR	COND	VALUE	DEPR	PHYS	ECON	FUNC	COMP	ADJ	ADJ VALUE	DESCRIPTION	UNITS	CODE	DESCRIPTION	UNITS	CODE	
9	OP40	2	RES	SC1-WLC		100	0.00	0.00	24.4	57.30	1	2007	2007		1,398	91.00%					0.91	1,272							
1 Residence						Living Area: 5,574.9 (E2007) Homesite: (100)										541,315		Living Area: 3,422		492,597									

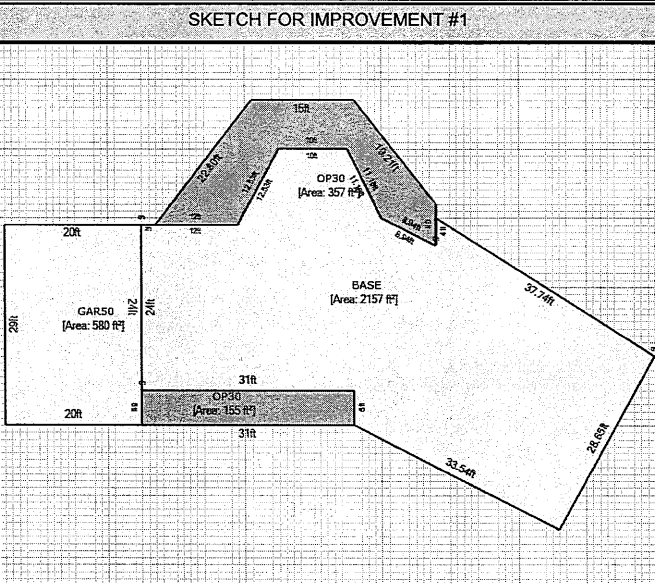
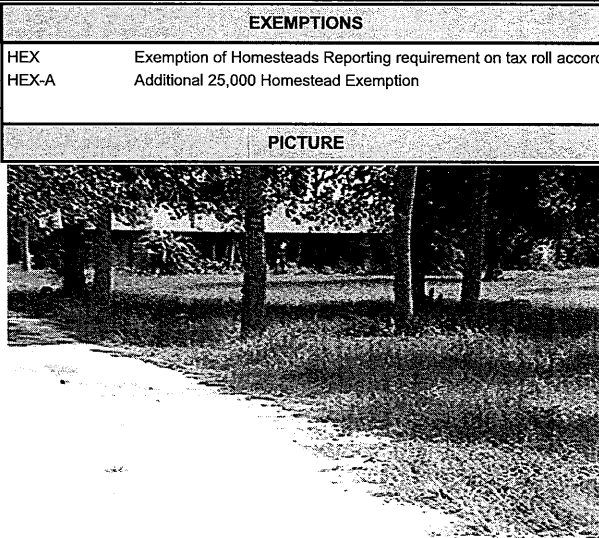
REGION: SUBD: NBHD: SUBSET: LAND VALUATION IRR Wells: Capacity: IRR Acres: Oil Wells:														PRODUCTIVITY VALUATION												
L#	DESCRIPTION	ZONING	LUSE	SOIL	CLS	TABLE	HS	METH	UNITS	UNIT PRICE	GROSS VAL	ADJ	LAND	ADJ	SRC	MKT VAL	AG	ACRES	AG USE	AG TABLE	AG UNIT PRC	AG VALUE				

NSOH 55 %: 0.00

IMPROVEMENT VALUE		271,102
LAND MARKET	+	182,325
TOTAL MARKET VALUE	=	453,427
AG VALUE	=	3,708
PRODUCTIVITY LOSS	=	127,617
ASSESSED VALUE	=	288,400
EXEMPTION VALUE	=	50,000
TAXABLE VALUE	=	238,400

DBA:

SITUS 6566 1ST ST SW VERO BEACH, FL 32968

GENERAL					SKETCH FOR IMPROVEMENT #1															EXEMPTIONS								
UTILITIES	LAST APPR.		MM																	HEX	Exemption of Homesteads Reporting requirement on tax roll accord							
TOPOGRAGPHY	LAST APPR. YR		2023																	HEX-A	Additional 25,000 Homestead Exemption							
ROAD ACCESS	LAST INSP. DATE		07/05/2023																									
ZONING	A-1	NEXT INSP. DATE																										
PRIMARY USE	6900	# OF IMPRV		1																								
NEXT REASON																				PICTURE								
REMARKS																				17333900001013000003.0								
BUILDING PERMITS																												
ISSUE DT	PERMIT TYPE	PERMIT AREA	ST	PERMIT VAL																								
03/28/2019	SHED		I	3,723																								
	RES		I	0																								
SALES INFORMATION																												
SALE DT	PRICE	GRANTOR		DEED INFO																								
11/26/2019	352,500	WHEELER JEFFREY L		WD / 3258 / 110																								
09/01/2012	175,000	ROUNTREE CHRIS H		(WD / 2606 / 914																								
02/01/2006	100	*ROUNTREE HURLEY IQC		/ 1998 / 1109																								
REGION: SUBD: 3339170001 (100 NBHD: 010164.00 (100% SUBSET: IMPROVEMENT VALUATION LIVING AREA: 2,157 APPR/SQFT: 210.21 SALE/SQFT: 163.42 B-USE: 0100																												
#	TYPE	SHAPE	MTHD	CLASS/SUB	Quality	LF	LENGTH	WIDTH	AREA	UNIT PRICE	UNITS	BUILT	EFF YR	COND	VALUE	DEPR	PHYS	ECON	FUNC	COMP	ADJ	ADJ VALUE	DESCRIPTION	UNITS	CODE	DESCRIPTION	UNITS	CODE
1	*	BASE	3	RES	R6+/WLCC	100	0.00	0.00	2,157.0	136.32	1	1973	1973		299,442	75.00%					0.75	224,582	Bath Fixtures	6.00	Bath Fixtures			
2		OP30	3	RES	R6+/WLCC	100	0.00	0.00	357.0	40.90	1	1973	1973		14,601	75.00%					0.75	10,951	Bathrooms	0.00	Bathrooms			
3		GAR5	3	RES	R6+/WLCC	100	0.00	0.00	580.0	68.16	1	1973	1973		39,533	75.00%					0.75	29,650	Bedrooms	0.00	Bedrooms			
4		OP30	3	RES	R6+/WLCC	100	0.00	0.00	155.0	40.90	1	1973	1973		6,340	75.00%					0.75	4,755	Exterior Wall	0.00	Sd Wood/Hrdr F			
5		UT1		MISC	*/		10.00	12.00	120.0	12.93	1	1973	1973		1,552	75.00%					0.75	1,164	Fir St/Cv	0.00	Concrete; Carp			
1 Residence						Living Area:		3,369.0 (E1973) Homesite: (100)		361,468		Living Area: 2,157		271,102														
REGION: SUBD: 3339170001 (100 NBHD: 010164.00 (85% SUBSET: LAND VALUATION IRR Wells: Capacity: IRR Acres: Oil Wells:																												
LF	DESCRIPTION	ZONING	LUSE	SOIL	CLS	TABLE	HS	METH	UNITS	UNIT PRICE	GROSS VAL	ADJ LAND	ADJ SRC	MKT VAL	AG	ACRES	AG USE	AG TABLE	AG UNIT PRC	AG VALUE								
1	Acre	A-1	6903			SPECIAL	N	A	3.0900 AC	50,000.00	154,500	1.00	0.85 A	131,325	Y	3.09	P	AG LAND	1,200.00	3,708								
2	Acre	A-1	01G			SPECIAL	(100)	A	1.2000 AC	50,000.00	60,000	1.00	0.85 A	51,000	N				0.00	0								
Land Total : 54,708									4.2900									182,325										

PROPERTY 17347	R	RES	10/20/2015	OWNER ID: BECKER DAVID C & JEAN F	TAX AREA: 2	IMPROVEMENT VALUE	150,586
Legal Description				355950	*17347*	LAND MARKET	+ 51,000
SEBASTIAN HIGHLANDS UNIT 02 BLK 97 LOT 10 PBI 5-35				558 JAY ST		TOTAL MARKET VALUE	= 201,586
				SEBASTIAN, FL 32958	ACRES: 0.2300	AG VALUE	= 0
					APPR VAL METHOD: Cost	PRODUCTIVITY LOSS	= 0
					SOH %: 100.00	ASSESSED VALUE	= 72,825
					NSOH 54 %: 0.00	EXEMPTION VALUE	= 47,825
					NSOH 55 %: 0.00	TAXABLE VALUE	= 25,000

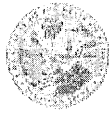
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SITUS 558 JAY ST SEBASTIAN, FL 32958

DBA:

GENERAL				SKETCH FOR IMPROVEMENT #1																		EXEMPTIONS				
UTILITIES	LAST APPR.		GJC																			HEX	Exemption of Homesteads Reporting requirement on tax roll accordi			
TOPOGRAGPHY	LAST APPR. YR		2022																			HEX-A	Additional 25,000 Homestead Exemption			
ROAD ACCESS	LAST INSP. DATE		04/08/2022																							
ZONING	RS-10	NEXT INSP. DATE																								
PRIMARY USE	0100	# OF IMPRV	1																							
NEXT REASON																										
REMARKS																										
BUILDING PERMITS																										
ISSUE DT	PERMIT TYPE	PERMIT AREA	ST	PERMIT VAL																						
10/21/2024	ALTS		A	20,416																						
02/22/2021	ROOF		I	16,740																						
SALES INFORMATION																										
SALE DT	PRICE	GRANTOR	DEED INFO																							
12/01/1988	47,000	WATSON CHARLES J	RWD / 816 / 2907																							
03/01/1979	3,000		581 / 1405																							
REGION: SUBD: 3138010003 (100 NBHD: 140014.54 (100% SUBSET: IMPROVEMENT VALUATION LIVING AREA: 1,164 APPR/SQFT: 173.18 SALE/SQFT: 40.38 B-USE: 0100				#	TYPE	SHAPE	MTHD	CLASS/SUB	Quality	LF	LENGTH	WIDTH	AREA	UNIT PRICE	UNITS	BUILT	EFF YR	COND	VALUE	DEPR	PHYS	ECON	FUNC	COMP	ADJ	ADJ VALUE
1	*BASE 2	RES	R5/WLCOI		100	0.00	0.00	1,164.0	147.63	1	1979	1979	177,241	68.00%	0.68	120,524										
2	SP40 2	RES	R5/WLCOI		100	0.00	0.00	200.0	59.05	1	1979	1979	11,810	68.00%	0.68	8,031										
3	OP20 2	RES	R5/WLCOI		100	0.00	0.00	140.0	29.53	1	1979	1979	4,134	68.00%	0.68	2,811										
4	GAR5 2	RES	R5/WLCOI		100	0.00	0.00	294.0	73.82	1	1979	1979	21,703	68.00%	0.68	14,758										
5	DRCN 2	MISC	R5/WLCOI		100	0.00	0.00	360.0	7.56	1	1979	1979	2,722	68.00%	0.68	1,851										
6	OP20 2	RES	R5/WLCOI		100	0.00	0.00	130.0	29.53	1	1979	1979	3,839	68.00%	0.68	2,611										
1	Residence							Living Area:	2,288.0	(E1979)	Homestead:	(100)		221,449					Living Area:	1,164						150,586
REGION: SUBD: 3138010003 (100 NBHD: 140014.54 (85% SUBSET: LAND VALUATION IRR Wells: Capacity: IRR Acres: Oil Wells:				L#	DESCRIPTION	ZONING	LUSE	SOIL	CLS	TABLE	HS	METH	UNITS	UNIT PRICE	GROSS VAL	ADJ	LAND	ADJ	SRC	MKT VAL	AG	ACRES	AG USE	AG TABLE	AG UNIT PRC	AG VALUE
1	Front Feet	RS-10	01C					SPECIAL	Y	FF-W			80.00X125.00	750.00	60,000	1.00	0.85	A		51,000	N				0.00	0
	Land Total :	51,000											10000.0000													0

**THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS &
PROFESSIONAL REGULATION**



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LICENSEE DETAILS

11:20:30 AM 1/21/2025

Licensee Information

Name:	BESSARD, JASMIN (Primary Name) BESSARD ROOFING, LLC (DBA Name)
Main Address:	1360 NE 132ND STREET NORTH MIAMI Florida 33161
County:	DADE
License Location:	5625 NE 2ND AVE MIAMI FL 33137
County:	DADE

License Information

License Type:	Registered Roofing Contractor
Rank:	Reg Roofing
License Number:	RC29027441
Status:	Current,Active
Licensure Date:	05/24/2010
Expires:	08/31/2025

Special Qualifications

Qualification Effective

Construction Business	05/24/2010
------------------------------	-------------------

Alternate Names

[View Related License Information](#)
[View License Complaint](#)

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: [Customer Contact Center](#) :: Customer Contact Center: 850.487.1395

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must

1/21/25, 11:20 AM

DBPR - BESSARD, JASMIN; Doing Business As: BESSARD ROOFING, LLC, Registered Roofing Contractor

provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our **Chapter 455** page to determine if you are affected by this change.



**THE BOARD OF COUNTY COMMISSIONERS OF
INDIAN RIVER COUNTY, FLORIDA**

1801 27TH ST VERO BEACH, FLORIDA 32960

IN THE MATTER OF:

BESSARD ROOFING LLC. JASMIN BESSARD, qualifier

1360 NE 132ND STREET NORTH MIAMI FL 33161 (DBPR Main address)
5625 NE 2ND AVE MIAMI FL 33137 (DBPR License location)
6602 MIRAMAR AVENUE FORT PIERCE FL 34951 (IRC Physical Address)
5625 NE 2ND AVENUE MIAMI FL 33137 (IRC Mailing address)
20801 Biscayne Blvd. Suite 300 Aventura, FL 33180 (Registered agent address)

NOTICE OF HEARING

YOU ARE NOTIFIED that the CONSTRUCTION BOARD OF ADJUSTMENTS AND APPEALS OF INDIAN RIVER COUNTY intends to hold a meeting on **Wednesday February 4, 2025 at 1:00 pm** in the County Commission Chambers, County Administration Building 1801 27th St, Vero Beach, Florida 32960. The following topic(s) will be discussed:

Case no. 24-03

- 1. Negligence, incompetence, or misconduct in the practice of contracting within the meaning of this chapter or F.S. Ch. 489;**
- 2. Failure to maintain workers comp and liability insurance on project.**

Location: 110 SpringLine Dr. Vero Beach Florida 32963.

Owner: Mccarron Robert A & Patricia A
110 Spring Line Dr Vero Beach, FL 32963

Parcel ID: 33402100008000000010.0

Legal Description: MOORINGS UNIT 5 "THE ANCHOR" LOT 10 PBI 9-98 TO 98D

(110 Spring Line cont.)

IRC Sec. 400.07(2)

(2) Negligence, incompetence, or misconduct in the practice of contracting within the meaning of this chapter or F.S. Ch. 489;

IRC Sec. 400.5 (2)

All other contractors that are regulated by this chapter shall be required to maintain at all times with a casualty insurance company authorized to do business in the State of Florida, public liability insurance with minimum coverage of one hundred thousand dollars (\$100,000.00) for bodily injury liability; twenty-five thousand dollars (\$25,000.00) for property damage liability; and Workmen's Compensation Insurance as required by Florida Statutes and the Florida Administrative Code.

Case overview:

- Contractor negligence resulted in damage to customers' home by allowing water penetration over multiple dates due to faulty installation.
- Contractor continued to work on project(s) after allowing workers compensation and liability insurance to lapse.
- Multiple failed inspections. The inspectors' report dated 7/9/24 requires modifications post-installation in order to receive a final inspection.
- Due to negligence during installation, contractor now required to provide engineering certification that roof is properly installed per code. Contractor delayed certification submittal, and permit went into expired status.

Case no. 24-04

1. **Negligence, incompetence, or misconduct in the practice of contracting within the meaning of this chapter or F.S. Ch. 489;**
2. **Failure to maintain workers comp and liability insurance on project.**

Location: 1937 Newmark Cir SW Vero Beach Florida 32968.

**Owner: Saint-Louis Tybule & Saphir V
1937 Newmark Cir SW Vero Beach Florida 32968**

Parcel ID: 33393400004000000030.0

Legal Description: MILLSTONE LANDING PD PHASE 1 LOT 30 PBI 22-79

IRC Sec. 400.07(2)

(2) Negligence, incompetence, or misconduct in the practice of contracting within the meaning of this chapter or F.S. Ch. 489;

IRC Sec. 400.5 (2)

All other contractors that are regulated by this chapter shall be required to maintain at all times with a casualty insurance company authorized to do business in the State of Florida, public liability insurance with minimum coverage of one hundred thousand dollars (\$100,000.00) for bodily injury liability; twenty-five thousand dollars (\$25,000.00) for property damage liability; and Workmen's Compensation Insurance as required by Florida Statutes and the Florida Administrative Code.

Case overview:

- Excessive delays and contractor negligence resulted in damage to customers' home by allowing water penetration due to faulty installation.
- Contractor continued to work on project(s) after allowing workers compensation and liability insurance to lapse.
- Customer's house was left with intermediate layer exposed for months while contractor worked on other projects.

- Possible fraudulent signatures on permit application(s). Contractor failed to address the issues in the Notice of Violation dated 5/8/24.
- Multiple failed inspections. The inspector's report dated 7/3/24 requires modifications post-installation in order to receive a final inspection.
- Contractor attempted to use an unlicensed roofing contractor to continue working on the project.

I HEREBY CERTIFY that a true and correct copy of the foregoing has been sent on January 21, 2025

by:

XX U.S. Certified Mail:

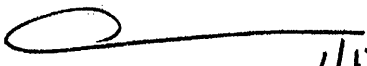
- JASMIN BESSARD 1360 NE 132ND STREET NORTH MIAMI FL 33161, and,

XX by Certified Process Server to:

JASMIN BESSARD 1360 NE 132ND STREET NORTH MIAMI FL 33161

and, by email to:

ozerisjeffrey@gmail.com and roofingbessard@gmail.com on (date to be determined)

 1/17/2025

Scott P. McAdam CBO, MCP.
Building Official, Indian River County

Anyone who needs a special accommodation for this meeting may contact the County's Americans with Disabilities Act (ADA) Coordinator at (772) 226-1223 at least 48 hours in advance of meeting. Anyone who needs special accommodation with a hearing aid for this meeting may contact the Board of County Commission Office at 772-226-1490 at least 20 hours in advance of the meeting.
Thank you,



Board of County Commissioners
1801 27th Street
Vero Beach, Florida

Building Division

INDIAN RIVER COUNTY
CONSTRUCTION BOARD OF ADJUSTMENT AND APPEALS

INDIAN RIVER COUNTY
BUILDING DIVISION/CONTRACTOR LICENSING
PETITIONER,

CASE #24-03
CASE #24-04

vs.
Jasmin Bessard, DBA,
Bessard Roofing, LLC
State Registered License #RC29027441
RESPONDENT.

ADMINISTRATIVE COMPLAINT

COMES NOW, the Petitioner, Indian River County Building Division/Contractor Licensing and Regulation Section, hereinafter referred to as Petitioner, and files this Administrative Complaint before the Indian River County Construction Board of Adjustment and Appeals, against Bessard Roofing, LLC, hereinafter referred to as Respondent, and alleges:

1. Petitioner is the county office charged with regulating the practice of construction pursuant to FL Statute 489.129(g) & IRC ordinance sec. 400.07(2), 400.02.

2. Respondent is, and has been material hereto, a State Registered Roofing License, having been issued on January 27, 2020

3. Respondent's last known business address is :
1360 NE 132ND STREET NORTH MIAMI FL 33161 (DBPR Main address)
5625 NE 2ND AVE MIAMI FL 33137 (DBPR License location)
6602 MIRAMAR AVENUE FORT PIERCE FL 34951 (IRC Physical Address)
5625 NE 2ND AVENUE MIAMI FL 33137 (IRC Mailing address)

CASE 24-03

Indian River County

VS.

Bessard Roofing LLC

**110 SPRING LINE DR
VERO BEACH, FL 32963**

OWNER: Mccarron Robert A & Patricia A

STATEMENT OF FACT COUNT I

Complaint # 24-04: 110 Spring Line Dr

Florida Statutes 489.129(g)

(1) Disciplinary proceedings.—

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

Indian River County Code of Ordinance Chap. 400.07

The construction board of adjustments and appeals shall have the power, in addition to all other powers provided for in this chapter, to revoke or suspend the registration of any person approved, registered or licensed under this chapter who shall be guilty of any one (1) or more of this following acts or omissions:

(2) Negligence, incompetence, or misconduct in the practice of contracting within the meaning of this chapter or F.S. Ch. 489;

STATEMENT OF FACT

Alleged violation of Florida Statutes 489.129(g) & IRC Chap. 400(2)

Faulty installation of underlayment and/or damaged skylights caused interior and exterior water intrusion. Twelve (12) failed inspections on project. Contractor reportedly failed to address the damages, but then had the affected areas repaired after customer submitted a complaint. Questionable installation of roof underlay and/or cedar shake covering resulted in the building department requiring all work to now be certified by an engineer in order to receive final approval.

- 12/2024 Project cost \$68,745.29 for cedar shake reroof.
- 12/18/23 \$22,915 deposit made to contractor.
- 1/16/24 Permit application submitted.
- 1/18/24 Permit issued.
- 2/18/24 Letter from Lion Insurance, workers comp policy cancelled by Bessard.
- 3/21/24 Meeting with Jasmin Bessard, Jeffrey Ozaris, Scott McAdam, and myself
- 3/21/24 Notarized letter from Jasmin Bessard removing employee Mibel Clerjuste from working under his license.
- 6/17/24 Owner sends a demand letter to Bessard Roofing to address damages, complete the job, and return any materials removed from jobsite.
- 6/20/24 Complaint affidavit received
- 6/24/24 Complaint packet sent to Jasmin Bessard
- 7/8/24 Citation issued to Bessard Roofing for failure to maintain workers comp insurance from 2/18/24 – 6/27/24.
- 7/9/24 Building staff met onsite to reassess failed inspection requirements. Multiple issues need addressed.
- 8/28/28 Building staff now requiring project be certified by an engineer for compliance with the FL Building Code, residential code, manufacturers installation instructions, and product approvals.



**INDIAN RIVER COUNTY/CITY OF VERO BEACH
BUILDING DIVISION**

1801 27th Street, Vero Beach, FL 32960 772-226-1960

Indian River County
Building Division
1801 27th St
Vero Beach, FL 32960

BESSARD ROOFING LLC
1360 NE 132ND STREET
NORTH MIAMI FL 33161

BESSARD ROOFING LLC
5625 NE 2ND AVENUE
MIAMI FL 33137

BESSARD ROOFING LLC
6602 MIRAMAR AVENUE
FORT PIERCE FL 34951

BESSARD ROOFING LLC
5625 NE 2ND AVENUE
MIAMI FL 33137

June 24, 2024

Re: 110 Spring Line Dr. Vero Beach / Permit #2023-12-8781

Dear Jasmine Bessard,

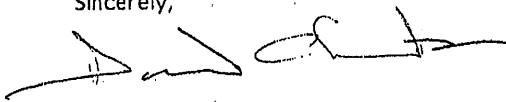
Attached is a complaint filed against your business.

Please respond to this complaint within ten (10) days after receipt, to address the charges being filed against you. A copy of the complaint is attached for your review. The charges are as follows:

1. **Committing mismanagement or misconduct in the practice of contracting that causes financial harm to a customer (489.129(g) & IRC Sec. 400.07(2)).** *Customer alleges faulty installation by employees caused water intrusion inside the house and damage to fascia and soffit. Contractor reportedly refuses to facilitate repairs.*

If you are unable to settle the issues involved in this case, you may be issued a citation for one or more of the violations as noted, and/or be scheduled to a Construction Board of Adjustments & Appeals (CBAA) hearing to address your permit privileges and further disciplinary action.

Sincerely,



David Checchi
Contractor Licensing Investigator
Indian River County Building Department
1801 27th St Vero Beach, FL 32960
772-226-1829
dchechchi@indianriver.gov

cc:

Scott P. McAdam, CBO, MCP, Building official
Robert & Patricia McCarron, Property owner
Charles Mauti, customer's representative

Robert McCarron
110 Springline Drive
Vero Beach, Florida 32963
772-643-8336

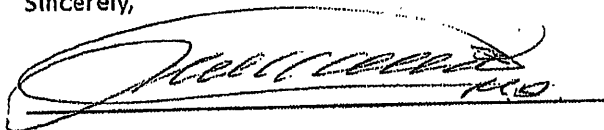
February 2, 2024

To Whom It May Concern:

I hereby authorize Mr. Charles M. Mauti to be my representative and to act on my behalf relating to matters concerning roof repair at the above address, currently being conducted by Bassard Roofing, LLC.

This authorization is valid and remains in effect until further notice.

Sincerely,



Robert McCarron

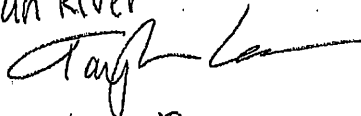
RM/jh

RECEIVED

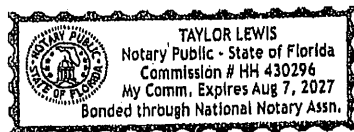
JUN 20 2024

INDIAN RIVER COUNTY
BUILDING DEPARTMENT

State: Florida
County: Indian River

Notary: 

Taylor Lewis





INDIAN RIVER COUNTY/CITY OF VERO BEACH
BUILDING DIVISION
1801 27th Street, Vero Beach, FL 32960 772 226-1260

COMPLAINT AFFIDAVIT
PLEASE PRINT CLEARLY

DATE OF STATEMENT: 6/18/2024

DATE OF OFFENSE: 11/4/2024 AND ON GOING

WHAT IS THE NATURE OF THE COMPLAINT: WATER INTRODUCTION THRU THE ROOF INTO THE
INTERIOR POOL. GUEST BATH THEY DAMAGED SKYLITE LEAKAGE INTO SOFFIT & FACIA

ARE YOU THE HOMEOWNER / PROPERTY OWNER: ☐ YES ☐ NO

ARE YOU A TENANT: ☐ YES ☐ NO

COMPLAINANT(S) NAME: CHARLES M. MAITI

COMPLAINANT(S) ADDRESS: P.O. Box 782129

CITY: SEBASTIAN STATE: FL ZIP: 32908

COMPLAINANT(S) CONTACT INFO:

PHONE: 772-205-9448 CELL: _____ Email: CMM3327@GMail.Com

LOCATION OF OFFENSE: 110 SPRING LINE DR.

CITY: VERO BEACH STATE: FL ZIP: 32963

CONTRACTOR(S) NAME: MIGUEL CHERJUSIE

NAME OF COMPANY: BESSARD ROOFING LLC

CONTRACTOR/COMPANY ADDRESS: 1954 SE, PORT SAINT LUCIE BLVD.

CITY: PORT SAINT LUCIE STATE: FL ZIP: 34952 Email: Roofingbessard@GMail.Com

RECEIVED

JUN 20 2024

INDIAN RIVER COUNTY
BUILDING DEPARTMENT

I, CHARLES M. MARTI do hereby voluntarily make the following statement without threat, offer of benefit or favor by any persons whomsoever.

How did you find this person(s) and/or company?

THE COMPANY WAS FOUND THRU SOCIAL MEDIA

What type of work did you want the person(s) and or contractor to do?

REPAIR AND REPLACE THE ROOF COVERING (CEDAR SHAKES) UNIFORMITY
& RELATED METAL WORK

What was the name of the person(s) who came to your home for the original repair and/or estimate?

MIGUEL CLERTUSTE

Did this person (give name) MIGUEL, tell you they were licensed and insured? ☒ YES ☐ NO

If YES, did they show you something that lead you to believe they were licensed and insured? (Business card, proposal, documents or other)

PROVIDED HIS BUSINESS CARD.

Did you ask this person (give name) MIGUEL, if they were licensed and insured? ☒ YES ☐ NO

If YES, what did they tell you?

MIGUEL STATED THEY WERE INSURED AND THE EMPLOYEES WERE
COVERED BY WORKMANS COMPENSATION INS.

Were you asked to pull permits for the work? ☐ YES ☒ NO

Did they tell you they were going to pull the permit(s)? ☒ YES ☐ NO ☐ UNSURE

Were you charged for the permit(s)? ☒ YES ☐ NO ☐ UNSURE

Were you given a start and completion date? ☒ YES ☐ NO

If YES, what were the dates?

Start Date: JAN 2024 Completion Date: 8 WEEKS

Did the work start as promised? ☐ YES ☒ NO

If NO, why?

A MINOR DELAY. BESSANDS WORKERS COMPENSATION INSURANCE
WAS CANCELLED THIS OCCURRED FEB. 2, 2024 ACTUAL CANCELLATION
DATE 11/7/24

Was the work completed as promised? ☐ YES ☒ NO

If NO, why?

1. SHORTAGE OF MATERIAL 2. FAILURE TO ADDRESS THE WATER
DAMAGE ISSUES OR TO REPAIR THE DAMAGE

If the work was completed, were you satisfied with the work? ☐ YES ☒ NO

If NOT, why not?

POOR WORKMANSHIP. FAILURE TO CORRECT DAMAGE

Did you make a complaint to the contractor/company? ☒ YES ☐ NO

If YES, who and what did you tell him/them?

SEE ATTACHED LETTER TO MIGUEL CLENDUSSE THIS LETTER
WAS ALSO EMAILED TO MIGUEL AT ROOFINGbessand@9mail.com.

Did you send him/them a certified letter stating your concerns? ☒ YES ☐ NO

What did they tell you after you complained?

M. LEB RESPONDED VIA EMAIL STATING HE DID NOT CONTACT MR. MARC DID NOT SEND ANYONE TO THE HOME & HE WANTS TO FINISH EVERYTHING WITHOUT PROBLEMS.

Did this person and/or company ever place a lien on your property? ☐ YES ☐ NO

IF YES, what date was the lien filed? UNKNOWN.

In your own words, please tell me what happen from the beginning to the end. Remember to print clearly.

THE BEGINNING OF THE PROJECT STARTED BY ADAMENY BESSARD ROOFING THAT THE AGREEMENT COULD NOT LIST THE OWNER AS THE CONTRACTOR. AFTER THE INITIAL DEPOSIT WAS GIVEN TO BESSARD ROOFING WE LEARNED THAT THE WORKERS COMPLAINS WAS EXIST. ONCE WORK BEGAN ONE EMPLOYEE PUT HIS FOOT THRU THE SKYLITE & DID NOT INFORM US OF THE DAMAGE. ON FEB. 11th THE FRONT ROOF OVER THE ENTRY FOYER LEAKED INTO THE HOME DAMAGING THE CEILING. THIS IS AFTER THE ROOF WAS DRYED IN WIND POLYSTICK UNDERLAYMENT. WATER ALSO DRAINED INTO THE SOFFIT AREA & BEHIND THE FACIA BOARD CAUSING ADDITIONAL WATER DAMAGE. AFTER A NUMBER OF FAILED INSPECTIONS BESSARD RECEIVED APPROVAL & REQUESTED THE 2ND PAYMENT OF \$22,915.00. AFTER RECEIVING THE 2ND PAYMENT I WAS INFORMED THAT IT WOULD BE EIGHT (8) WEEKS BEFORE THE SHAKES WOULD BE DELIVERED. AT THIS POINT I EXPRESSED MY DISSATISFACTION. WITH HOW THIS JOB WAS BEING MANAGED. PAYMENT WAS MADE ON 3/16/24 THAT MONT THE UNDERLAYMENT WAS EXPOSED UNTILL AFTER MAY 1ST 2024. THE EXISTING PEEB & STICKS WAS GUICKLY OVER THE ENTIRE ROOF ALLOWING MORE WATER DAMAGE TO THE GUEST BATH (SKYLITE AREA) & MORE DAMAGE TO THE SOFFIT & FACIA. THE ROOF SHAKES THAT WERE DELIVERED WAS ABOUT 50% A SECOND DELIVERY OF ABOUT 25%. DURING THIS PERIOD THE HOMEOWNERS ASSOCIATION STARTED COMPLAINTS/INQUIRIES OF TO WHAT THE PROBLEM WAS ADDING STRESS TO THE OWNER WHO WAS AND IS RECOVERING FROM OPEN HEART SURGERY. ON MAY 23 I HAD AN ON SITE MEETING WITH M. LEB. WE REVIEWED THE DAMAGE & HE RESPONDED HE WOULD BE AT THE SITE ON MAY 27th WITH CONTRACTORS TO PROVIDE A COST FOR REPAIRS. I WROTE SEVERAL MRS. FOX BESSARD ROOFING TO SHOW UP. NO ONE RESPONDED. ON JUNE 15th 2024 I SENT A REGISTERED LETTER TO M. LEB. CHECKLISTS OUTLINING THE PROBLEMS. ON JUNE 17th M. LEB REMOVED HIS TRAILER & SOME SUPPLIES FROM THE JOB. THE ROOF REMAINS UNFINISHED AND NO ATTEMPT TO REPAIR THE DAMAGE HAS TAKEN PLACE.

FOR CLARITY SEE ATTACHED PAGE

Response to questions on page 4.

Did you send him/them a certified letter stating your concerns? YES

What did they tell you after you complained?

Mibel Clerjuste responded via email stating he did not contact Mr. McCarron, he stated he had not sent anyone to 110 Spring Line drive to speak with Mr. McCarron the evening of the 15th of June. He goes on to say he wants to finish everything without any problems.

Did this person and or company place a lien on your property? Unknown at this time.

If yes, what date was the lien filed? Unknown

In your own words, please tell me what happened from the beginning to the end. Remember to print clearly.

The beginning of the project started by notifying Mibel Clerjuste that the agreement/contract needed correction – I explained that the contract could not list the Owner as the Contractor. Erroneously, Dr. McCarron was listed as the contractor on the contract. This correction took 4 or 5 attempts to get the adjustments made correctly.

On January 18th, 2024, Bassard roofing received the required first disbursement. Once work began on the project, we learned that the Worker's Compensation Insurance had been cancelled. Again, a conversation with Mr. Clerjuste to correct this problem immediately. Mr. Clerjuste explained that the cancellation was due to a payment that had crossed the notice in the mail. Mr. Clerjuste said that the job would take eight (8) weeks to complete. It is now, six (6) months into the job; it remains unfinished, and the damages to the home also remain unrepaired.

When work actually started, one employee of Bessard Roofing put his foot through a skylight, but did not notify Dr. McCarron, the homeowner. Dr. McCarron noticed the damage and reported it to me.

On February 11th, the Homeowner heard a leak in the attic (dripping water) over the entry foyer. Water had leaked into the interior damaging the ceiling. This event occurred after the roof was dried-in with polystick underlayment. Water had also drained into the soffit area and behind the fascia board causing added water damage.

On February 12, 2024, I had sent Mr. Clerjuste a text asking about the status at 110 Springline Drive. I specifically asked when he would return to the job, when he was planning to repair the damage to the interior of the home, when he was going to address the flashing and skylight issues, and when was he going to be ready to call for the required inspection. On February 18, 2024, I once again spoke to Mr. Clerjuste about repairing the damage to the home. Specifically, I noted that the correction to the roof area above the foyer was addressed, but the skylight remained unrepaired, as well as the damage to the interior of the home, and the damage to the soffit and fascia.

It is important to note that from the start of the removal of the roof shingles in mid-January to completion of the dry-in of the roof has taken approximately 53 days, a job that should have taken no more than 7 days to complete.

After a number of failed inspections, in the first week in March, Bassard received approval of the dry-in portion of the work. After the approval of the dry-in, Bassard requested the second disbursement of \$22,915. After receiving the second disbursement, I was informed by Mr. Clerjuste that it would be eight (8) weeks before the shakes would be delivered. At this point, I expressed my dissatisfaction to Mr. Clerjuste with how the job was progressing and how it was being managed, or rather mismanaged. I reminded him that initially he had told me that the job would take eight (8) weeks from start to finish. Again at this point, no repairs to the damaged areas of the home had been addressed or corrected. Additionally, rains have caused more damage to the guest bath due to the damaged skylight soffit and fascia area.

The second disbursement was made on March 6, 2024 in accordance with the agreement/contract. After receiving the 2nd disbursement, Mibel Clerjuste informed me that it would take approximately 8 additional weeks to receive the Cedar Shake Roof Shingles for this job. He had not ordered the shingles when the job at the start of the job which any responsible and knowledgeable contractor would have done.

The order for the Shake Shingles was made on March 12th according to the suppliers invoice. That meant the underlayment was exposed to the elements until after May 1, 2024. The existing peel and stick had buckled over the entire roof allowing more water damage to infiltrate the guest bathroom through the skylight area, and more damage to occur to the soffit and fascia. It is important to note that the roof shakes that were delivered were only a partial delivery; additional deliveries of shingles had been made thru May and into June. As of today (June 20, 2024), the roof remains incomplete, and the existing damage to the interior and exterior of the home remains unrepaired.

During the period of construction (April 15, 2024), the Homeowners Association started inquiries with respect to what was causing such delays, with complaints about the unsightly condition of the home and the condition of the exposed underlayment. This added additional stress for Dr. McCarron who was recovering from open heart surgery. Mr. Clerjuste had been made aware of the added stress to Dr. McCarron.

On May 23, 2024, I had an on-site meeting with Mr. Clerjuste. We reviewed the damage to the home. He responded that he would be at the site on May 27th with contractors to provide a cost for the repairs. I waited several hours on May 27th at the 110 Spring Line address for Mr. Clerjuste or a member of Bassard Roofing to show up. Alas, no one came to meet with me. On June 15, 2024, I sent a registered letter and email to Mr. Clerjuste outlining the numerous problems and his mismanagement of the project. On June 17, 2024, Mr. Clerjuste removed his trailer and some supplies from the job site.

The roof remains unfinished and no attempt to repair the damage to the home has taken place.

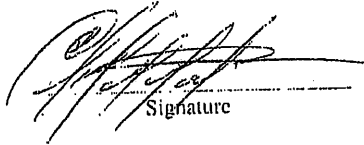
Do you have any of the following materials in your possession? If so, send copies and keep the originals for yourself.

Cancelled checks (front and back)	☒ YES ☐ NO *Proof of payment may be needed to process your complaint.
Receipt for payments made in cash	☐ YES ☐ NO
Contracts and/or invoices	☒ YES ☐ NO
Copies of the advertisement	☐ YES ☐ NO
Copies of the fliers	☐ YES ☐ NO
Business card	☒ YES ☐ NO
Letters sent or received	☒ YES ☐ NO
Notice of lien	☐ YES ☒ NO
Any of correspondence	☒ YES ☐ NO

IF YES, list items

1. CAL CHECKS
2. CONTRACT
3. BUSINESS CARD
4. LETTERS
5. E-MAILS

6. LETTER TO HOMEOWNERS ASSOCIATION
7. POSTAL RECEIPT
8. _____
9. _____
10. _____

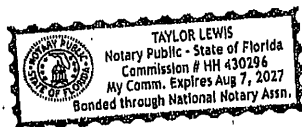

Signature

CHARLES M. MANTI
Printed Name

STATE OF FLORIDA, COUNTY OF INDIAN RIVER:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 19 day of June, 2024, By Charles Manti

SEAL:



NOTARY PUBLIC:

Signed: 

Printed Name: Taylor Lewis

Personally known: _____

Produced Identification: Florida drivers license

Type of Identification: Drivers license

Response To
THE ROOFINGS
HOMEOWNER ASSOCIATION
[REDACTED]

PO Box 782129
Sebastian, FL
32978

April 16, 2024

TO: wchambers854@gmail.com

RE: 110 Springline Drive
Vero Beach, FL
32963

Dear Mr. Chambers:

In response to your email of 4/15/2024 to Jo-Ann Hodgson, I can only give you an estimated time frame for the completion of the installation of the cedar-shake roof shingles at the above referenced address.

The actual time for installation of the cedar-shake roof shingles should take a four-man, qualified crew approximately ten (10) working days to install the 5500 square feet, including gutters and downspouts.

Unfortunately, cedar-shake roofs are not commonly used in Central Florida. Because of this, the supply was limited when Bassard Roofing placed the order. For this reason, the delay has occurred.

Be assured I am in frequent contact with Bassard Roofing, and will continue to be watchful. This morning, I have once again contacted Mr. Clerjuste, owner of Bassard Roofing, and the supply company, as well. I asked for confirmation of the delivery date and am waiting for their reply. Further, I have been in contact with the Contracting Licensing Board, specifically Mr. David Checchi, regarding this project.

In response to the assumption that the roof covering is saturated, organic felt paper, I must correct that assumption. The roof covering is polystick roof underlayment. The surface is composed of UV-High-Resistant, high strength polyflex composite film with skid coating, which is matted to high term SBS self-adhering compound. This undercoating is not likely to breakdown or deteriorate in the near future.

Upon written receipt of the delivery date I expect to receive today or Wednesday, I will forward that information to you along with accompanying documentation, if so required. Should you have any additional questions or concerns, I ask that you please direct them to me to avoid any additional stress to Dr. McCarron.

It is, indeed, unfortunate that we are at the mercy of the manufacturer and the delivery company.

Respectfully,

Charles M. Mauti

Charles M. Mauti

Email: cmmauti@sebastian.com

Phone: 772-205-9448

BESSARD ROOFING LLC.
1954, SE Port St Lucie Blvd, Port St Lucie, 34952 772-783-5442/ 772-663-3226

SERVICES CONTRACT

PARTIES

- This Roofing Agreement (hereinafter referred to as the "Agreement") is entered into on 12/ __ Decem-ber is , **2023** by and between Robert McCarron(hereinafter referred to as the "Customer") with h-is address of 110 Springline DR FL 32963 and Bessard Roofing , LLC (Hereinafter referred to as the "Contractor"), with an address of **1954, SE Port St Lucie Blvd, Port St Lucie, 34952** in this contract , t-he customer and the contractor are collectively called the "parties".

SCOPE OF WORK

- The Contractor agrees to perform the following work: **Installation of Cedar Shake**

Using the materials below: -wrc 2
4' hand splt Heavy CCA PRm.W
hat grade is the Shake? one no
te importance ;The home is loc
ated along the canal watherwa
y and is subject to salt water a
nd high wind.proper nailling is
critical and must follow manufa
cture's specifications:Stainless
steel nails,and 4nails per shingl
e using the material shake Ced
ar.

QUALITY ASSURANCE

- The Contractor assures the Customer of using experienced and trained workmen and decent quality material in roofing tasks.
- The Contractor further promises to complete the work in accordance with the industry's standard practices.
- Further, the Contractor ensures to obtain a written consent from the Customer prior to engaging in any extra costs to complete the task.

PAYMENT

- The Customer agrees to compensate the Contractor an amount of \$ **68,745.29 USD** for the completed services covering all labor, materials and equipment used on this project.. - The Contractor agrees to send an invoice the customer for each payment due as detailed in payment section below.the parti-es agree that in the case of an invoice not paid within thirty days of receipt, the Contractor will be entitled to charge a late fee of 5 % for any unpaid balance.

PAYMENT DETAILS: The total project job will be billed in three (3) payments of \$ 22,915.10 eac-h .the first payment will be deposit' the second payment will be made whe the roof has been s-tripped of all existing shingles.flashing the required replacement plywood in place,the roof is r-efashed,dried in,and approved by the governing agency (code inspection).The Thirt payment o-f \$ 22,915.10 plus the cost of any add: Materials (\$100for plywood) will be made upon comple-tion of all work ,final approval by the governing agency,and a final ie released from Bessad Ro-ofing LLC Supplier of bulding materials.

DATE OF COMPLETION

- The Parties agree that the date of completing the services by the Contractor will not be later than in 8 weeks from the start date of ----**1/7/24**

INSURANCE

ASSIGNMENT

- The Parties hereby agree not to assign any of the responsibilities in this Agreement to a third party unless both Parties consent in writing.

ALTERNATIVE DISPUTE RESOLUTION

- Any dispute or difference whatsoever arising out of or in connection with this Agreement shall be submitted to COURT (Arbitration/mediation/negotiation) (Circle one) in accordance with, and subject to the laws of FLORIDA.

ENTIRE AGREEMENT

- This Agreement contains the entire agreement and understanding among the Parties hereto with respect to the subject matter hereof, and supersedes all prior agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

REPRESENTATION AND WARRANTIES

- The Parties agree and disclose that they are authorized fully for entering this Agreement. Both Parties' performances and obligations are not to violate the rights of any third party or else violate other, if any, agreements made between them and/or any other organization, person, business or law/governmental regulation.

DISCLAIMER OF WARRANTIES

- Hereby, the Contractor warrants to complete the Services enlisted upon in this Agreement as per the Customer's requirements and specifications. However, the Contractor does not represent or warrant that such services provided in this Agreement will create additional sales, exposure, brand recognition, profits or else.

Mc - The ~~customer~~ ^{Contractor} will give a 7-year warranty over the labor only.

- In addition to the above, the Contractor holds no responsibility towards the Customer in case the delivered work doesn't lead to the Customer's desired results.

LIMITATION OF LIABILITY

- Under no circumstances will either party be liable for any indirect, special, consequential, or punitive damages (including lost profits) arising out of or relating to this Agreement or the transactions it contemplates (whether for breach of contract, tort, negligence, or other form of action) in case such is not related to the direct result of one of the Party's negligence or breach.

SEVERABILITY

- In an event where any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, then the remaining provisions will remain to be enforced in accordance with the Parties' intention.

SIGNATURE AND DATE

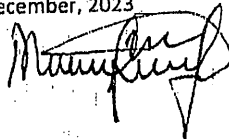
- The Parties hereby agree to the terms and conditions set forth in this Agreement and such is demonstrated throughout by their signatures below:

CONTRACTOR CUSTOMER

Name: **BESSARD ROOFING LLC.**

Signature: MIBEL CLERJUSTE

Date: December, 2023



Name: Robert Mc Carver

Signature: [Handwritten Signature]

Date: 12/18/2023

XXXXXX; 186

ROBERT A McCARRON
BRIANNA McCARRON
110 SPRINGLINE DR
VERO BEACH, FL 32963-2939

53443208 11

3/06/24

Pay to the
Order of:

BESSARD Roofing Inc.

\$22,915.20

Twenty Two Thousand Nine Hundred Fifty Dollars, the \$22,950.00



1992 2000 2008 2016

End

2nd Payment on Bonding

[Signature]

DATE: 11/11/2011 11:11:11 AM
PAGE: 11

THE
MUSEUM
of
Natural
History
of
London
1871

2624, 9:36 AM

PNC Online Banking

Check 2314
This is an image of a check, or deposit ticket. Refer to your posted transactions to verify the status of the item. For more information about image delivery, or to speak with a representative call 1-888-PNC-BANK (1-888-766-7263) Monday - Friday 8 a.m. - 8 p.m. ET, Saturday 8 a.m. - 5 p.m. ET.

ROBERT A McCARRON
BRIANNA McCARRON
110 SPRINGLINE DR
VERO BEACH, FL 32907-2907

CHK # 2314

2314
03/13/2018

12/18/2023

Pay to the order of BESSARD ROOFING LLC \$22,915.00
Nearly Two Thousand Nine Hundred Fifteen and No/100ths

PNC BANK

[Signature]

BESSARD ROOFING LLC

22,915.00

PO Box 781219
Sebastian, FL 32978
June 17, 2024

TO: Jasmin Bassard
DBA Bassard Roofing
5625 N.E. 2nd Avenue
Miami, FL 33137

RE: Dr. R.A. McCarron/110 Spring Line Drive, Vero Beach FL 02963

Dear Ms. Bassard:

The purpose of this correspondence is twofold. First, this correspondence is to inform you of the incomplete work and damages that your company has caused at the above referenced address. Second, this is a demand letter informing you that all work and repairs must be completed in a professional, correct, and timely manner, as specified in the contract dated January 2024.

Referencing the attached letter to Mr. Clerjuste, you will understand the numerous problems and the substantial damages caused by your employees and Mibel Clerjuste, representing Bassard Roofing. The incomplete work and damages to residence are clearly specified. Of importance to note is the fact that Mr. Clerjuste failed to oversee and supervise the work being done, failed to address the problems that arose in a timely and professional manner, failed to maintain a continuous work schedule ... all in spite of several meetings with and messages from me addressing these accruing issues.

Thus, through this letter, I hereby demand the following:

1. All work be completed in accordance with the signed agreement (dated January, 2024)
2. All work be completed in a professional and correct manner
3. The damages to the residence caused by your employees be repaired by a licensed contractor
4. The building materials removed from the job site today (6-17-24) must be returned for completion of the contracted work.
5. All work and repairs be completed by June 30, 2024.

To iterate, specific information relative to the work problems and the damages to the residence are specified in the attached letter sent to your representative, Mibel Clerjuste, via email and USPS (return receipt requested). Also included in the Clerjuste letter are references to the specific meetings and correspondences we had, both via email, voice messages and in person at the residence.

Should you have any questions, please contact me or Dr. McCarron. I can be reached at the letterhead address; Dr. McCarron can be contacted at the 110 Spring Line Drive, Vero Beach, Florida, 32963.

Thank you for your prompt attention to this demand letter ... I await your response.

Charles M. Mautl

Robert A. McCarron, M.D.

June 15th 2024

Mibel Clerjuste, Owner
Bassard Roofing
11090 Se Federal Hwy
Hobe Sound, FL 33455

Mr. Clerjuste,

I am in receipt of your latest text dated (6/13 /2024). Once again, you have asked for funds in advance of the work being completed to an established point. As I have previously stated, payments would be made in accordance with the signed agreement. The third and final payment will be made upon completion of all work, the final approval by the governing agency, a final lien release from Bassard Roofing LLC and the suppliers of the building materials. Further, there remains several areas of repair that must be properly corrected. Let me be clear, there will be no further payments until all the conditions of the contract are fulfilled and all repairs are appropriately completed.

As a reminder, recall that on May 23, 2024, when we met at the residence, I, once again, reminded you of the extensive damage that occurred to the home due to the negligence/ca relessness of your employees.

- The broken, roof sky light that caused water damage to the guest bath; after an attempt to replace the sky light, it continued to leak causing additional damage.
- The additional roof leak that caused damage to the interior foyer of the home.
- Additionally, during the removal of the roof shingles, six (6) of the raised irrigation heads were broken and need replacement.
- During a walk-around of the home you and I conducted, we viewed the water intrusion into the soffit and fascia board. These areas need repair.
- In addition to the cedar ridges and hip caps, all the metal work, gutters and down spouts in the rear of the house need to be replaced, as per the agreement. This cannot be completed until after the damage at the soffit and fascia boards caused by the water infiltration has been corrected. This again was caused by the negligence of personnel unsupervised and unsupported- they were unaware of the proper installation of the metal drip edge.

Further, let me remind you that I checked the job's progress every-other-day while the roof was being stripped. I observed the shingles and debris removed from the roof and placed in your trailer. At no time was there any plywood discarded in the trailer, except for the three (3) pieces brought to the job site and the pieces that lined the trailer.

Additionally, I had reminded you for the 3rd time that there was a lack of supervision of the work being performed at this job, and I told you that you needed to spend more time on the job to oversee the works and the work being done. Our conversation also centered on a timetable for when and how were you going to take care of the damage to the home ... and, your response was that you would be bringing a painter out to review what the damage and give you a cost this was to occur on May 27th, 2024. I was to meet you at the property with the painter to review the needed repairs.



**INDIAN RIVER COUNTY/CITY OF VERO BEACH
BUILDING DIVISION**

1801 27th Street, Vero Beach, FL 32907 772 226-1260

Indian River County
Building Division
1801 27th St
Vero Beach, FL 32960

Jasmin Bessard
Bessard Roofing LLC
1360 NE 132nd Street
Miami, FL 33161

August 28, 2024

Re: 110 Spring Line Dr Vero Beach, permit # 2023-12-8781

To: Jasmin Bessard:

Regarding the final reroof inspection at the above address, Building Department staff will now require Bessard Roofing to have the Installation of the cedar shake roof certified by an Engineer for compliance with the FBC, Residential Code, Manufactures installation instructions and the Product Approvals.

Certification also to include wording that the Engineer is approving the Final installation. There has been continuous issues with this installation. Photos submitted are not acceptable. After the Engineer's certification is submitted and approved, the contractor will need to request a re-inspection for the Final so we can verify certification and project is completed to code.

If you have any questions, please don't hesitate to contact me at the information provided below.

Sincerely,

David Checchi
Contractor Licensing Investigator
Indian River County Building Department
1801 27th St Vero Beach, FL 32960
772-226-1829 (office)
dchechci@indianriver.gov

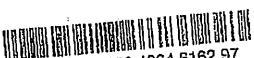
Cc: Scott P. McAdam, CBO, MCP Building Official
Charles Mautl, project representative

110 SPRING LINE D2

6/18/24

Ms. JASMIN PASSAROL aka Passarol Locally
5625 NE 2nd Ave.
Miami, FL 33137

[illegible]

SENDER: COMPLETE THIS SECTION		ADDRESSEE: COMPLETE THIS SECTION FOR 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 ☒ X B. Received by (Printed Name) ☐ C. Date of Delivery	
1. Article Addressed to: <i>Mrs. JASMIN BASSARD</i> <i>DBA BASSARD ROOFING</i> <i>5625 NE 2ND AVE</i> <i>MIAMI, FL 33137</i>		D. Is delivery address different from item 1? ☐ Yes ☐ No If YES, enter delivery address below:	
 9590 9402 8953 4064 6162 97		3. Service Type ☐ Priority Mail Express® ☐ Adult Signature Restricted Delivery ☐ Registered Mail® ☐ Registered Mail Restricted Delivery ☐ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail ☐ Insured Mail Restricted Delivery (over \$500)	
2. Article Number (Transfer from service label)		4. Business Return Receipt	

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

CASE 24-04

Indian River County

VS.

Bessard Roofing LLC

**1937 NEWMARK CIR SW
VERO BEACH, FL 32968**

OWNER: Saint-Louis Tybule & Saphir V

STATEMENT OF FACT COUNT I

Complaint # 24-04: 1937 NEWMARK CIR SW

Florida Statutes 489.129(g)

(1) Disciplinary proceedings.—

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

Indian River County Code of Ordinance Chap. 400

400.07 Suspension or revocation of registration. The construction board of adjustments and appeals shall have the power, in addition to all other powers provided for in this chapter, to revoke or suspend the registration of any person approved, registered or licensed under this chapter who shall be guilty of any one (1) or more of this following acts or omissions:

(2) Negligence, incompetence, or misconduct in the practice of contracting within the meaning of this chapter or F.S. Ch. 489

STATEMENT OF FACT

Alleged violation of Florida Statutes 489.129(g) & IRC Chap. 400(2)

1. Contractor has been negligent in finishing customer's roofing project, while they worked on and/or completed five (5) newer permits issued after this one. Initial underlayment sat exposed for the maximum timeframe allowed by manufacturer and had to be reinstalled. Faulty reinstallation of the new underlayment caused water penetration and interior damage to both the 1st and 2nd stories of the residence. To date, contractor has failed to hire a contractor to repair the damage, or, reimburse the customer for damages despite repeated promises to do so. Contractor has used unlicensed, non-employee crews to remove the old roof and install the new one. A notice of violation dated 5/8/24 was issued to Bessard Roofing, but the contractor has only complied with 3 of the 4 conditions. Contractor allowed his workers comp insurance to expire from 2/18/24 to 6/27/24 but continued to work on at least two projects during this time. Permit is now past 16 months old as of August 2024 and remains unfinished with parts of the underlayment still exposed. As of September 6, 2024, permit has remained in expired status since August 18, 2024 with seven (7) failed inspections despite multiple attempts by building department staff compelling the contractor to renew it and finish the project.

- 3/28/23 Deposit made to contractor. Project cost \$42,408.00 for tile to tile reroof.
- 3/29/23 Application notarized by owner & contractor.
- 4/24/23 Permit issued.
- 4/2023 Contractor removed/damaged gutter system, refused to repair.
- 4/2023 Roof leaks on first and second stories. Interior drywall damage.
- 4/2023 After tarping/repairs made, garage now leaking inside.
- 5/23/23 Inspection: Product on roof does not match product approval affidavit.
- 6/2/23 Inspection: Product approvals do not match materials on roof.
- 11/2/23 Inspection: Intermediate underlayment does not match specs on permit
- 3/21/24 Meeting with Jasmin Bessard, Jeffrey Ozaris, Scott McAdam, and myself
- 3/22/24 Mr. Bessard initiates public records request of all permits and documents issued under his license as a result from the 3/21 meeting where alleged fraudulent signatures were discovered. Bessard has not paid the records fee for three (3) hours county staff costs as of September 2024.
- 5/8/24 Contractor issued a Notice of Violation for multiple conditions.
- 1/7/24 Letter from Lion Insurance: Workers comp policy cancelled by Bessard.
- 2/18/24 2nd letter from Lion Insurance, workers comp policy cancelled by Bessard.
- 3/21/24 Notarized letter from Jasmin Bessard removing employee Mibel Clerjuste from working under his license.
- 7/8/24 Issued \$500 citation for not having workers comp on two jobsites.

(1937 Newmark cont.)

- 7/22/24 Bessard Roofing (Jeffrey Ozeris) states remainder of job will be sub-Contracted out. Advised to submit a sub-contractor affidavit.
- 8/12/24 Bessard Roofing (Jeffrey Ozeris) submits a subcontractor affidavit for Selvin Catalan. Affidavit rejected, Catalan is not a licensed contractor.
- 8/13/24 Permit expired. Has not been renewed as of 9/4/24.
- 8/22/24 Confirmed 3 workers on project do not have workers comp insurance: Jeffrey Ozeris, Selvin Catalan and Shiller Frezin.
- 9/4/24 Permit remains in expired status. Repairs or reimbursement for interior water damage still not addressed. Roof remains app 80% finished.



**INDIAN RIVER COUNTY/CITY OF VERO BEACH
BUILDING DIVISION**
1801 27th Street, Vero Beach, FL 32907 772 226-1260

Indian River County
Building Division
1801 27th St
Vero Beach, FL 32960

BESSARD ROOFING LLC
1360 NE 132ND STREET
NORTH MIAMI FL 33161

BESSARD ROOFING LLC
5625 NE 2ND AVENUE
MIAMI FL 33137

March 15, 2024

Re: 1937 Newmark Cir. Vero Beach / Permit #2023040436

Dear Jasmine Bessard,

Attached is a complaint filed against your business.

Please respond to this complaint within ten (10) days after receipt, to address the charges being filed against you. A copy of the complaint is attached for your review. The charges are as follows:

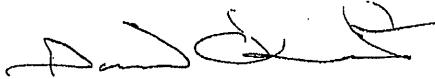
1. **Committing mismanagement or misconduct in the practice of contracting that causes financial harm to a customer (489.129(g) & IRC Sec. 400.07(2)).** *Customer alleges faulty installation of felt underlayment caused interior damage to first and second story ceilings. Customer alleges faulty installation of second underlayment (Polyglass product) along with subsequent removal of installed tiles, caused additional leaks in garage ceiling. The contractor reportedly refusing to repair affected areas.*
2. **Negligence, incompetence, or misconduct in the practice of contracting within the meaning of this chapter or F.S. Ch. 489 (IRC Sec. 400.02).** *Customer alleges rotted plywood sections replaced*

with 1/2 inch plywood instead of 5/8 inch currently installed on the roof. Customer also alleges sections of rotted plywood were not replaced at all, then covered with underlayment.

3. **Acts & Omissions (489.129(g) & IRC Sec. 400.07(2)).** *Customer reportedly paid \$3728.95 for underlayment which included valley flashing and aluminum pipe, but the flashing and pipe were never installed.*

If you are unable to settle the issues involved in this case, you may be issued a citation for one or more of the violations as noted, and/or be scheduled to a Construction Board of Adjustments & Appeals (CBAA) hearing to address your permit privileges and further disciplinary action.

Sincerely,



David Checchi
Contractor Licensing Investigator
Indian River County Building Department
1801 27th St Vero Beach, FL 32960
772-226-1829
dchecchi@indianriver.gov

CC:

Scott P. McAdam, CBO, MCP, Building official
Tybule & Saphir V Saint-Louis, Property owner



INDIAN RIVER COUNTY/CITY OF VERO BEACH
BUILDING DIVISION
1801 27th Street, Vero Beach, FL 32960 772 226-1260

COMPLAINT AFFIDAVIT

PLEASE PRINT CLEARLY

RECEIVED

MAR 13 2023

INDIAN RIVER COUNTY
BUILDING DEPARTMENT

DATE OF STATEMENT: March 11, 2024

DATE OF OFFENSE: April 2023 to Present

WHAT IS THE NATURE OF THE COMPLAINT: We, Tybule and Saphir Saint-Louis, are filing a complaint against Bessard Roofing whom we hired on March 28, 2023 to complete a roof replacement that remains incomplete due to their multiple flaws.

ARE YOU THE HOMEOWNER / PROPERTY OWNER: ☒ YES ☐ NO

ARE YOU A TENANT: ☐ YES ☒ NO

COMPLAINANT(S) NAME: Tybule Saint-Louis and Saphir Verne Saint-Louis

COMPLAINANT(S) ADDRESS: 1937 Newmark Circle SW

CITY: Vero Beach STATE: FL ZIP: 32968

COMPLAINANT(S) CONTACT INFO: Tybule.SaintLouis@gmail.com

PHONE: 772-213-2301 CELL: 772-212-6491 Email: Saphir.VerneSaintLouis@gmail.com

LOCATION OF OFFENSE: 1937 Newmark Circle SW

CITY: Vero Beach STATE: FL ZIP: 32968

CONTRACTOR(S) NAME: Mibel Clerjuste and Jasmin Bessard

NAME OF COMPANY: Bessard Roofing

CONTRACTOR/COMPANY ADDRESS: 1954 SE Port St. Lucie Blvd. Suite 101

CITY: Port St. Lucie STATE: FL ZIP: 34952 Email: RoofingBessard@gmail.com

Miami Address: 5625 NE Second Ave., Miami, FL. 33137; Miami Phone#: 786-419-1874

I, Tybule Saint-Louis and Saphir Verne Saint-Louis do hereby voluntarily make the following statement without threat, offer of benefit or favor by any persons whomsoever.

How did you find this person(s) and/or company?

While driving I saw his company's sign on his truck and called the number. During the first three months Mibel Clerjuste misled my wife and I to think that he was Mr. Bessard. We referred to him as "Mr. Bessard." He never corrected us! We came to learn that he was not Bessard one day when one of his employees called him, "Pastor Mibel." When things started to go wrong we searched google and came to learn that he was not Bessard and that he was Mibel Clerjuste.

What type of work did you want the person(s) and/or contractor to do?
Complete Re-Roofing and/or Roof Replacement.

What was the name of the person(s) who came to your home for the original repair and/or estimate?
Mibel Clerjuste

Did this person (give name) Mibel Clerjuste tell you they were licensed and insured? ☒ YES ☐ NO

If YES, did they show you something that lead you to believe they were licensed and insured? (Business card, proposal, documents or other)

Business Card. The Business Card has the license number and the insurance number written on it.

Did you ask this person (give name) Mibel Clerjuste if they were licensed and insured? ☒ YES ☐ NO

If YES, what did they tell you?

Mibel Clerjuste told me, "Yes."

Were you asked to pull permits for the work? ☐ YES ☒ NO But we were asked to go to the IRC Building Department to get a paper signed and pay a fee.

Did they tell you they were going to pull the permit(s)? ☒ YES ☐ NO ☐ UNSURE

Were you charged for the permit(s)? ☐ YES ☐ NO ☒ UNSURE

Were you given a start and completion date? ☒ YES ☐ NO

If YES, what were the dates?

Start Date: March 28, 2023 Completion Date: May 28, 2023

Per Bessard Roofing's contract on Page 1, "DATE OF COMPLETION: The parties agree that the date of completing the services by the Contractor will not be later than in 2 Month." Hence, the completion date is based on the latter contract statement. The Complainants, Tybule Saint-Louis and Saphir Verne Saint-Louis, emphasizes that we are now in March of 2024 and our Re-Roofing or Roof Replacement is still incomplete due Bessard Roofing's incompetence in the roofing industry of which we, the Saint-Louis Family had no control over.

Did the work start as promised? ☒ YES ☐ NO

If NO, why?

however, with many inconsistencies due to incompetence that were noticed and identified after the start of the Re-Roofing or Roof Replacement process. It should be noted that Tybule Saint-Louis and Saphir Verne Saint-Louis brought all of these inconsistencies and incompetence to the inspector from the IRC Building Department.

Was the work completed as promised? ☐ YES ☒ NO

If NO, why?

Please read the attached Appendix. Thank you.

If the work was completed, were you satisfied with the work? ☐ YES ☒ NO

If NOT, why not?

No, the work has not been completed. We, my family and I are in great fear! We are terrified because the hurricane season is fast approaching. PLEASE HELP US!

Did you make a complaint to the contractor/company? ☒ YES ☐ NO

If YES, who and what did you tell him/them?

Mibel Clerjuste dismissed us which all of our complaints. When we came to learn (through google search, the real owner of the company we contacted the real owner whose name is Jasmin Bessard. Jasmin Bessard has absolutely no say so over the actions of Mibel Clerjuste which is someone that Jasmin Bessard has allowed to work on his license. In summary, both Mibel Clerjuste and Jasmin Bessard have not done anything to remedy their faults and their damages to our roof and to inside of our home. My family and I have done everything in our possibilities to cooperate and collaborate with Bessard Roofing. PLEASE HELP US! How can a company like that continue to operate as they continue to abuse and mislead customers.

Did you send him/them a certified letter stating your concerns? ☐ YES ☒ NO

What did they tell you after you complained?

Communication was conducted via mostly text and verbal. After our complaints, they kept trying to hide the leaks by installing tiles. And even after they installed tiles the roof is still at present leaking. Here is another issue: Bessard had other workers come to uninstal tiles because they were installed incorrectly. The bottom line is ---- our roof is still leaking.

Did this person and/or company ever place a lien on your property? ☐ YES ☒ NO

If YES, what date was the lien filed?

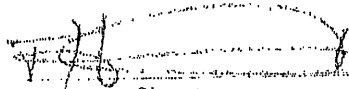
In your own words, please tell me what happen from the beginning to the end. Remember to print clearly.
Please read the attached Appendix. Thank you.

Do you have any of the following materials in your possession? If so, send copies and keep the originals for yourself.

Cancelled checks (front and back)	☐ YES ☒ NO *Proof of payment may be needed to process your complaint.
Receipt for payments made in cash	☐ YES ☐ NO
Contracts and/or invoices	☒ YES ☐ NO
Copies of the advertisement	☐ YES ☐ NO
Copies of the fliers	☐ YES ☐ NO
Business card	☒ YES ☐ NO
Letters sent or received	☐ YES ☐ NO
We have text messages	☐ YES ☐ NO
Notice of lien	☐ YES ☐ NO
Any of correspondence	☒ YES ☐ NO

If YES, list items

1. Text Messages
2. Contract
3. Receipts of additional materials we purchased each time Bessard installed incorrectly.
4. Videos: Please tell me in what form to provide
5. you the videos. I am willing to turn over my cell-phone and/or my computer to you for your investigation. I will also provide you with all passwords. Thank you so very much!


Signature

Tybule Saint-Louis
Printed Name

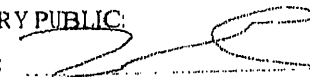
STATE OF FLORIDA, COUNTY OF INDIAN RIVER:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 13 day of Mar, 2024, By Tybule Saint-Louis

SEAL:



NOTARY PUBLIC:

Signed: 

Printed Name: Tabitha Card

Personally known: ☒

Produced Identification: ☒

Type of Identification: DL

Post	03/28/2023
Amount	\$ 14000.00

SAPPHIRE VERNET ST LOUIS
 TYBULE SAINT-LOUIS
 1833 NEWMARK CIR SW
 VERO BEACH, FL 33464-6711

01-115/NETO 2316
 DATE 3/28/2002
 PAY TO THE ORDER OF Bernard Roepke, LLC \$14,000.00
Fourteen Thousand 00/100 → DOLLARS & CENTS
 CHASE & RO-
 Deposit 33% to Roepke

Account:

Check Number:

2316

[illegible]

JPMORGAN CHASE & CO.

Post 05/22/2023
Amount \$ 24028.95

2317 05-22/2023 2319
DATE 5/22/2023
SAPHIR VERNEST LOUIS
TYBULE SAINT-LOUIS
1837 NEWMARK CIR, SW
VENO BEACH, FL 32088-8711
PAID TO THE ORDER OF Deborah Rootin, LLC \$ 24,028.95
Twenty-four Thousand Twenty-eight and 95/100
CHASE
JPMORGAN CHASE BANK, N.A.
2nd Post Por. Item for Re-Robin
[Signature]

Account: [REDACTED]

Check Number:

2319

DO NOT WRITE IN THESE SPACES
ANY INFORMATION
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Deborah Rootin
Deborah Rootin, LLC

DESCRIPTION

Tybule Saint-Louis and Saphir Verne Saint-Louis, are filing a complaint against Bessard Roofing, LLC. On March 28, 2023, we hired Bessard Roofing, LLC/Mibel Clerjuste for a roof replacement of our house. Demolition of old roof material started April 2023, Bessard Roofing LLC/Mibel Clerjuste: Ripped out our gutters that were installed around the full perimeter of our house. As demolition and installation of a 30lb Black Felt Paper occurred simultaneously, and after installation completed, it rained for more than 7 days consecutively in April 2023. Our 1st & 2nd floors, and our garage ceilings remain damaged from rainwater. Demolition of 30lb Black Felt Paper begins. I and one worker noticed rotted plywood were never demoed, removed, or replaced. Rotted plywood was just covered with the 30lb Black Felt Paper. We paid him \$3,728.95 for new Underlayment, Valley, Drip Edges, and Aluminum Pipe because he argued that his installation was not faulty. Disbursement of \$20,000 + \$300 for installing a piece of metal covering on triangular facias. A total of \$24,028.95 + \$14,000 = \$38,028.95, not including additional rolls of green, white underlayment, two buckets of bull, and workers using my tools. Installation of New Underlayment begins and is completed. More rain and even with the Installation of New Underlayment, roof still leaks in old and new areas. We hired Bessard due to old leaks. But we incurred more damages due to his bad installations and workmanship. We as a family have begged Bessard Roofing, LLC/Mibel Clerjuste to fix old and new leaks before continuing with installation of any new material. He, instead of addressing the leaks, proceeded to install the 2nd Underlayment, a White Paper Product. More rain comes. Now 2 underlayment installed by Bessard Roofing, LLC/ Mibel Clerjuste. Even then, leaks have not been addressed. Leaks continue to allow rainwater to come through our attic, ceilings on both floors and in our garage. We begged him to address the leaks. We have been begging him since April 2023. He has not addressed them. After installing 2nd underlayment, Bessard Roofing, LLC was to install a metal piece on roof Valley. He charged; we paid him \$1,500 extra. He still has not installed the metal piece. While our roof continues to leak, we waited 2 1/2 – 3 months for wrong tiles to arrive. Then, we wait for 3 more weeks for the wrong tiles to be picked up from our driveway. Finally, after additional months, a second batch of tiles arrived only to be the wrong tiles, again! Yet, our roof still leaks even with two underlayment installed and with many loose material and debris sitting or lying on our roof. Every time it rains with wind, debris and material fly down from our roof to our yard and our neighbors' yard. I reported this situation to the inspector of Indian River Bldg. Dept. Bessard Roofing, LLC finds out that I reported him. He expresses anger towards my wife and me. Even though our roof still leaks, Bessard Roofing, LLC/Mibel Clerjuste begins installing tiles despite him not addressing the leaks. Bessard Roofing, LLC has had up to 5 different sets of workers working on the installation of tiles on our roof even though the roof still leaks. The first tile installers were two men who came for less than five days. The 2nd set were three young men who all came for one day. Only two came on 2nd. Then on 3rd day, only one of this same set came. A new worker came at about 10:15 AM with 3 of Bessard's usual workers; one from the 2nd. set of workers. New went for lunch and never returned again. Bessard Roofing, LLC came with his own workers who now was uninstalling tiles that the previous workers installed incorrectly. I asked Bessard Roofing, LLC/Mibel Clerjuste why it was that so many different workers were coming and leaving. He told me it was not something to concern myself with as long as he was doing the work. I told him it was my concern because my roof was and is still leaking as of still today.

COMPLAINT DESCRIPTION

First and foremost, thank you for reading our complaint and for taking our complaint seriously. We are glad a department such as yours exists for families like us who cannot afford to go anywhere else. Please, we beg of you, please help us! We are a family of five (5). We really need your help. Please help us! Please!

1. We are filing a complaint against:

- a. Bessard Roofing, LLC
Cc: Jasmin Bessard and Mibel Clerjuste
- b. **Address(es):**
Jasmin Bessard, Owner
5625 NE 2nd Avenue
Miami, Florida 33137
Phone#: 786-419-1874
- c. Mibel Clerjuste
1954 Port St Lucie Blvd.
Port St. Lucie, Florida 34952
Phone #: 772-783-5442 and 772-663-3226
- d. **Email Address(s)**
TIVILMOND4@GMAIL.COM
ROOFINGBESSARD@GMAIL.COM

2. On Tuesday, March 28, 2023, we hired Bessard Roofing, LLC/Mibel Clerjuste and Jasmin Bessard of Bessard Roofing, LLC, to complete a complete re-roofing of our house owned by and located at:

- a. Tybule Saint-Louis and Saphir Verne Saint-Louis
1937 Newmark Circle SW
Veró Beach, Florida 32968
- b. **Phone Number(s)**
Tybule Saint-Louis: 772-213-2301
Saphir Saint-Louis: 772-212-6491
- c. **Email Address(es)**
Tybule.SaintLouis@gmail.com
Saphir.vernesaintlouis@gmail.com

3. During demolition which started in April 2023, Bessard Roofing LL/Mibel Clerjuste of Bessard Roofing LLC:

- a. Ripped out our gutters that were installed around the full perimeter of our house. When my wife and I brought this to the attention of Bessard Roofing, LLC / Mibel Clerjuste of Bessard Roofing, LLC, he blatantly stated that he was not responsible for replacing our gutters and that ripping the gutters out was part of the demolition and re-roofing process. After stating he was not responsible he walked away. We were and we remain puzzled at him and at his answer.

4. As the demolition and installation of a 30 Pound Black Felt Paper occurred simultaneously and after the installation was completed, it rained for more than eight (8) consecutive days during one of the weeks of April 2023.
- a. Our first (1st) and second (2nd) floor ceilings were damaged by rainwater on the first day of the eight (8) consecutive days of rain.
 - b. Once we noticed rainwater coming through our ceiling, we called Bessard Roofing, LLC/Mibel Clerjuste of Bessard Roofing, LLC. He sent his workers. Upon arrival, the workers of Bessard Roofing, LLC/Mibel Clerjuste of Bessard Roofing, LLC, witnessed our drenched, wet, damp, and watermarked ceiling drywalls. A few days later Bessard Roofing, LLC/Mibel Clerjuste of Bessard Roofing, LLC, himself witnessed our drenched, wet, damp, and watermarked ceiling drywalls both first and second floors, and inside our garage ceiling.
 - c. Upon their arrival to our house on the first day of the rain, the workers of Bessard Roofing, LLC/Mibel Clerjuste of Bessard Roofing, LLC, left after seeing the damages. Meanwhile, rainwater continued piercing through our ceilings. When the workers returned, rainwater had already spread to other parts of the ceiling of our house.
 - d. The workers went on the roof and installed a small tarp that did not cover the entire roof. As more rain came during the eight (8) consecutive days, the workers were sent two more times only to install two additional small pieces of tarp on our roof. However, rainwater continued coming through and damaging the drywall of our ceilings in multiple areas and inside our garage, even in areas where the workers covered with a tarp on the roof.
 - e. We discussed all of the damages with Bessard Roofing, LLC/Mibel Clerjuste of Bessard Roofing, LLC. He stated he would get it all fixed or repaired. But as of late, Bessard Roofing, LLC/Mibel Clerjuste of Bessard Roofing, LLC, states that we are accusing him of damages that he did not do and that he is not responsible for any of the damages. However, the more pressing issue at that moment for us was our roof and the re-roofing work that we began losing faith in. We expressed to Bessard Roofing, LLC/Mibel Clerjuste of Bessard Roofing, LLC, that it was his installation of the 30 Pound Black Felt Paper that allowed rainwater to come through and damage our ceiling on both first and second floors and our ceiling in the garage of our house. He argued and denied that it was not his installation that was faulty.
 - f. After learning of another underlayment product, we suggested that it should be installed instead of the 30 Pound Black Felt Paper. Since we believed and still believe installation has much to do with quality, we kept pushing with no avail because Bessard Roofing, LLC/Mibel Clerjuste of Bessard Roofing, LLC threatened to keep waiting on us. At that moment we felt he was trying to take our money and go runaway with our money. So, we asked to pay for a portion or a

percentage of the new underlayment. But Bessard Roofing, LLC/Mibel Clerjuste of Bessard Roofing, LLC, did not agree, threatened us with fear, and made us pay the full amount of the new underlayment product. And so, we did pay for all of the new underlayment and the new drip edges, etc. We tried to talk to him about the fact that he should also bear some of the cost of the new underlayment as based on his faulty installation of the 30 Pound Black Felt Paper, but he threatened to leave our roof bare and we were worried about more rain coming.

- g. After all of this damage we reminded Bessard Roofing, LLC / Mibel Clerjuste of Bessard Roofing, LLC, that he assured us that the 30 Pound Black Felt Paper could be on a roof for six (6) months and would not allow rainwater through our house. He denied saying six months. He argued with us and said that he said three months. Our rebuttal to him was that the 30 Pound Black Felt Paper was not even on our roof for two weeks and rainwater came through and damaged our ceiling.
5. And so, the removal or demolition of the 30 Pound Black Felt Paper began. This is when I noticed, yes, with my own two eyes, that not one and not a piece of any rotted plywood was/were removed from our roof during the first demolition. NOTE: We were disheartened! This new situation really made us very depressed considering everything else we are still going through with this house. We hired Bessard Roofing, LLC / Mibel Clerjuste of Bessard Roofing, LLC, to help us, not to hurt us more! I mean, we paid for his service, and we were never late with any payments.
6. After the removal or demolition of the 30 Pound Black Felt Paper and the complete installation of the Polystick MTS Plus underlayment or the new underlayment, it rained again; this time, for more than three days. Since the first episode of rain, I developed the habit of always going inside of our attic. It was then that I discovered again that rainwater was still coming through our attic.
7. We, my family and I, immediately contacted Bessard Roofing, LLC/Mibel Clerjuste of Bessard Roofing, LLC. Even with videos, pictures, and forcing Bessard Roofing, LLC/Mibel Clerjuste of Bessard Roofing, LLC, to go in our attic to prove to him that leaks were coming through our attic, he still argued with us; he denied his installation was faulty, and he denied that his installation had anything to do with our roof's old and new leaks that he had not fixed by doing a re-roofing replacement. He simply refused and to this day he continues to refuse to accept responsibility.
8. When we told him that he needed to fix the leaks before installing the second underlayment, he told us that he was the roofer and that we had/have no right to request of him when and how to do anything about the job.
9. And so, without fixing the leaks even though he and his workers finished installing the first underlayment, he went on and installed the second underlayment, the White Paper. And now we are in Summertime and the White Paper has been installed by him and his workers. It rained many times during the summer. Again, I (father) take a lot of picture, videos and place may phone calls to Bessard Roofing, LLC/Mibel Clerjuste of Bessard Roofing, LLC.

But he does address any of our concerns about leaks that continue to come through our attic. Meanwhile, with lots of tears and conversation with the Building Department of our county, we just kept taking it all in while it has been more than seven (7) months now.

10. One summer day while we (my family and I) are home, we hear the sound of a big truck outside and soon after we hear a knock on our door. We open our door, and it is a truck driver delivering tiles for our roof that we did not receive any notice about. But the major problem was that after waiting for more than 2.5 months, the tiles delivered were the wrong tiles. It should be noted that as we waited for the tiles we kept calling, texting and telling Bessard Roofing, LLC/Mibel Clerjuste of Bessard Roofing, LLC, that our roof was still leaking. His responses were always that he will fix. But he never did any fixing. In any case, once we noticed the tiles were wrong, we called Bessard Roofing, LLC/Mibel Clerjuste of Bessard Roofing, LLC. He argued profusely and rudely with us that the delivered tiles were what we ordered. Thank God I had pictures and a sample of the tiles we told him we wanted.
11. Bessard Roofing, LLC/Mibel Clerjuste of Bessard Roofing, LLC, told us he would have the wrong tiles picked up in one week. The pick-up of the wrong tiles happened in 3.5 weeks. Meanwhile, Bessard Roofing, LLC/Mibel Clerjuste of Bessard Roofing, LLC, never came to fix the leaks even though he finished installing two underlayment on our roof. We are tired emotionally, psychologically, mentally, and physically drained. Please help us! Please help us...
12. Then, two to three months later, new tiles arrived only to be the wrong tiles again. This time because we are so beat and so tired and drained emotionally, psychologically, mentally, and physically, we settled! BUT we really wanted the leaks to stop. However, still as of today, Bessard Roofing, LLC / Mibel Clerjuste of Bessard Roofing, LLC, has not fixed the leaks. Once the second load of tiles arrived we asked and asked and asked and still we continue asking him to fix the leaks on our roof before installing the second load of tiles. He has not done so.
13. Instead, he began installing the tiles. While doing so, he has had five (5) different sets of workers go on our roof to install tiles while there are still rainwater coming through our roof, our attic, and when the rain is long it continues to make it through to our ceilings. We have asked him repeatedly to address the leaks, but he has not done so. He has threatened us stating that we he has every right to be on our roof and did not have to do what we ask.
14. Bessard Roofing, LLC / Mibel Clerjuste of Bessard Roofing, LLC, appears to have already installed close to 60% to 80% of tiles on our roof. Meanwhile, he has not addressed the leaks. We have tried to explain to him that at this point there should be no rainwater coming into our attic or coming through our ceiling, but he does not want to hear such logic.
15. After all of the damage, Bessard Roofing, LLC / Mibel Clerjuste of Bessard Roofing, LLC, assured us that he would fix the roof properly and also assured us that he would pay for the repairs of our ceilings where he caused the damages. Ten months going on eleven months later, Bessard Roofing, LLC / Mibel Clerjuste of Bessard Roofing, LLC, has not done a re-

roofing of our roof that is secure and that is of quality. Wednesday, February 28, 2024, will be 11 months since Bessard Roofing, LLC/Mibel Clerjuste of Bessard Roofing, LLC, has been on the job and still, with 60% to 80% of the tiles installed, our roof is still leaking, and our ceilings are not fixed/repared. Bessard Roofing, LLC/Mibel Clerjuste of Bessard Roofing, LLC, has an approximate \$37,000.00 or more of our money and all he wants to do, all he has been doing is putting bandages on our roof, and not doing an actual re-roofing. The \$37,000.00 does not include all of the additional materials that I purchased at the request of Bessard Roofing, LLC/Mibel Clerjuste of Bessard Roofing, LLC, while he worked on our roof. Every time he came to work on the roof we were purchasing some type of material because he would drop off his workers to work on our roof but would not give them enough materials to do our roof work. So, being the concerned homeowners, we would rush to go purchase the materials the workers needed, i.e., Buckets of Bull (Tar). One time, Bessard Roofing, LLC/Mibel Clerjuste of Bessard Roofing, LLC, himself asked us to go purchase a roll of Underlayment with my own money.

16. You are our last hope. How could we as a family in all do consciousness allow Bessard Roofing, LLC / Mibel Clerjuste of Bessard Roofing, LLC, to finish installing the tiles on our roof while there are two underlayment installed on our roof and while there are still leaks coming through inside of our house? So, we ask your department to please help us. We have pictures, videos, witnesses, and we have had an inspection done of our roof. We have shared the pictures and videos with Bessard Roofing, LLC/Mibel Clerjuste of Bessard Roofing, LLC, only to be ridiculed and disrespect by him as evidenced by him not taking us seriously and by him not addressing the original problems of our roof and by him not addressing new problems and damages he has caused our roof to have and that he has caused our home to have.
17. Throughout this entire ten (10), going on eleven (11) months, we have come to learn that Bessard Roofing, LLC, is owned by Jasmin Bessard and that Jasmin Bessard has allowed Mibel Clerjuste to work under his (Jasmin Bessard) license. So, we contacted Jasmin Bessard, the owner of Bessard Roofing, LLC / Mibel Clerjuste of Bessard Roofing, LLC. We did not get any help at all from Jasmin Bessard, the owner of Bessard Roofing, LLC / Mibel Clerjuste of Bessard Roofing, LLC. **So, please help us! Please be our voice in matter!** There is something definitely no right here with Bessard Roofing, LLC / Mibel Clerjuste of Bessard Roofing, LLC. We have spent so much extra money on this roof with Bessard Roofing, LLC / Mibel Clerjuste of Bessard Roofing, LLC. And yet, more money will be spent because Bessard Roofing, LLC / Mibel Clerjuste of Bessard Roofing, LLC, is refusing to take any responsibility for his damages to our home. We, no, I as a father beg you to please help me help my family! Lord knows I have tried to provide an honest way of living for my family. Please help us.
18. We as a family believe there is also some financial criminal activities being conducted by Bessard Roofing, LLC / Mibel Clerjuste of Bessard Roofing, LLC, as admitted by Jasmin Bessard the owner of Bessard Roofing, LLC, which had to do with checks we wrote to Bessard Roofing, LLC, that Mibel Clerjuste never reported to Jasmin Bessard. Jasmin Bessard reported to us that he never signed and never deposited any checks that we gave to Mibel Clerjuste for our roof, and yet such checks were signed, deposited, cleared, and/or

cashed. Additionally, we showed county inspection paperwork to Jasmin Bessard with his signature on such forms. Jasmin Bessard reported to us that he never signed such papers because he has never seen such papers. These are the reasons why we believe there is financial criminal activities being conducted by Mibel Clerjuste.

19. We have hired two other roofing company only for the purpose of conducting an inspection of Bessard Roofing, LLC / Mibel Clerjuste of Bessard Roofing, LLC work and/or of our roof's current state, which is the state in which Bessard Roofing, LLC / Mibel Clerjuste of Bessard Roofing, LLC put our roof in. We will be providing the inspection report as soon as the inspection reports are completed. Both of these two roofing companies who have conducted the inspection of our roof have verbalized many bad installations of materials on our roof.
20. We also reported Bessard Roofing, LLC/Mibel Clerjuste of Bessard Roofing, LLC, to our County Building Department who have conducted the inspections of his work. When Bessard Roofing, LLC/Mibel Clerjuste of Bessard Roofing, LLC, found out that we reported verbal complaints to our county's building department inspectors, he became extremely upset with us. Even then, he did not fix any of the bad installations that the county inspector asked him to fix. So, please help us! The summer is upon us. Our roof has many loose items and materials on it that Bessard Roofing, LLC/Mibel Clerjuste of Bessard Roofing, LLC, always leave on our roof. We have asked him repeatedly to not leave anything loose on our roof, but he never corrects that behavior. We came back home from Christmas vacation, and we found debris on our yard, our grass that was blown down by wind. We found a cover of a bucket of bull-tar on our grass. We worried about the possibility of that bucket's cover being blown by the wind and hitting a neighbor's house window and/or a neighbor's car window. We have pleaded with Bessard Roofing, LLC/Mibel Clerjuste of Bessard Roofing, LLC, that in a sense we are acting on his behalf and his protection because of damages that may occur to our neighbors' property. But Bessard Roofing, LLC/Mibel Clerjuste of Bessard Roofing, LLC, simply does not want to reason with us.
21. We paid \$3,728.95 for new Underlayment, Valley, Aluminum Pipe that is still not installed, and new Drip Edges because Bessard Roofing, LLC/Mibel Clerjuste and Jasmin Bessard of Bessard Roofing, LLC, argues that his installation was not faulty. It was also at this time that I gave him the second disbursement of funds in the amount of \$20,000 totaling \$23,728.95 + \$300 for installing a piece of metal covering on triangular fascias. This made a total of \$24,028.95 + \$14,000, a final sum of \$38,028.95. **This amount does not include additional rolls of green and white underlayment I purchased because of his bad installation. This amount does not include two buckets of bull or tar that I purchased because he did not provide his workers with enough bull after dropping them off.**
22. Please help us!

CONTRACTOR RESPONSE

Bessard Roofing
5625 NE 2ND AVENUE
Miami Fl 33137
772 7835442
roofingbessard@gmail.com

18th March 2024

Indian River county
Building Division
1801 27th St
Vero Beach Fl 32960

RECEIVED

MAR 18 2023

INDIAN RIVER COUNTY
BUILDING DEPARTMENT

Dear David Checchi

I am pleased to write you this letter to answer all your questions and clarify all misunderstandings.

We had installed the 30-pound black felt paper, but the customer asked us to remove it and we had an agreement we remove it. The house had leaks long before I started the job, we had put in another underlayment M.T. plus white polystyck paper where there was leak, and we had installed all the valley and all the pipe that had to be installed. I had an inspection for flashing and drip edge they were all approved because I installed them all.

1- I went up on the roof would checked the sides that had damage since before I changed all the plywood had to be changed.

2- We never put 1/2 inch in the place of 3/4

3- Valley and drip edge was well installed

We had received a lot of aggression near the customer, he even dared to hit me and grabbed my cell phone, I tried to get along with him but he didn't want to, and he did that several times. I always tried to communicate with him to let me finish the work but he always said he was not there and he said he had to be there, that right the work took a long time to be done, because he was not never available to let us to finish the job.

I ordered the tile it took 3 months for the delivery and talked to the customer about waiting and it was accepted but when the tile came for me to start the installation, he said he didn't like the color he had accepted, I returned the tile and ordered another color it would take about a month and a half because I paid for the order to come faster, the customer does not want me to install the

tile with a lot of difficulties, I spoke with him, I tried to make him understand and he accepted, but every day he attack the workers they threatened them to make them fall.

3-In December 2023 the work arrived at the end of the installation in that same week of 12/13/2023 he stopped the work, he said he was going on vacation it was more than one month, and when I didn't hear from him I sent him a text message on January 15 to confirm if he would come back, so I could go finish the work. I tried to make an appointment with him so I could come and finish the job.

On Tuesday he changed his mind again he told me that he would not be available, that's why I didn't have any chance to finish the job, he never called me and sent him several text messages without any response, I want to let you know we always ready to fix whatever he wants to and finish the job Thanks.

sincerely

Mibel Clerjuste

CASE 25-01

Indian River County

Appeal

Joseph and Sharon Tessier



**THE BOARD OF COUNTY COMMISSIONERS OF
INDIAN RIVER COUNTY, FLORIDA**

1801 27TH ST VERO BEACH, FLORIDA 32960

**IN THE MATTER OF:
JOSEPH & SHARON TESSIER, owners**

6566 1st St SW VERO BEACH, FLORIDA 32968

NOTICE OF HEARING

YOU ARE NOTIFIED that the CONSTRUCTION BOARD OF ADJUSTMENTS AND APPEALS OF INDIAN RIVER COUNTY intends to hold a meeting on **Tuesday February 4, 2025 at 1:00 pm** in the County Commission Chambers, County Administration Building 1801 27th St, Vero Beach, Florida 32960. The following topic(s) will be discussed:

Case no. 25-01

1. Appeal of Cease and Desist Order.

Location: 6566 1st St SW Vero Beach, Florida 32968

Owner:

Primary owner: Tessier, Joseph

Additional Owner: Tessier, Sharon

Parcel ID: 33391700001013000003.0

**Legal Description: INDIAN RIVER FARMS COMPANY S/D PBS 2 - 25 SEC 17 TWP
33 RNG 39 TR 13 BEING THE E 207.37 FT OF THE W 232.37 FT OF THE S 30 AC
OF TR 13 LESS AND EXCEPTING THEREFROM THE N 25 FT AND LESS AND
EXCEPTING THE N**

Building Code Violations:

Agritourism FS 570.85 and 570.86(1)

Required permits FBC 105.1

Means of Egress FBC Ch 10

Occupant load FBC 1004

Assembly Group A-2 FBC 303.3

Automatic sprinkler system FBC 903.2.1.2

No required exit or emergency lights FBC 1008 and 1013

(Building Code Violations cont.)

Missing landings, accessible parking, ramps, stairs, handrails, accessible route, doors and hardware, many other accessibility items FBC, Accessibility Code 206, 207, 208, 404, 502, 504, 505

Stairways, handrail and guards FBC 1011, 1014 and 1015

Panic and fire exit hardware FBC 1010.2.9

Exposed foam plastic insulation FBC 2603

Floor live and dead load design FBC ch 16, Wind load design and opening protection FBC 1609 and 1609.1.2.

Exposed foam plastic insulation FBC 2603

Floor live and dead load design FBC ch 16, Wind load design and opening protection FBC 1609 and 1609.1.2.

Case overview:

- Owner(s) are appealing the Stop Work / Cease & Desist Order issued to Joseph and Sharon Tessier, dba Hibiscus Barn at the same address on 12/16/24.
- Appellant claims ownership of Joe-Rassic Park, an agricultural business at the same address, and the legal use of a non-residential farm building for agritourism activities, and claims the order incorrectly categorizes the building as unsuitable for agritourism activities.

I HEREBY CERTIFY that a true and correct copy of the foregoing has been sent on January 21, 2025

by:

XX U.S. Certified Mail:

JOSEPH & SHARON TESSIER, 6566 1st St SW VERO BEACH, FLORIDA 32968
and,

and, by email to:

ShariKitti@gmail.com on (date to be determined)



1/17/2025

Scott P. McAdam CBO, MCP.
Building Official, Indian River County

Anyone who needs a special accommodation for this meeting may contact the County's Americans with Disabilities Act (ADA) Coordinator at (772) 226-1223 at least 48 hours in advance of meeting. Anyone who needs special accommodation with a hearing aid for this meeting may contact the Board of County Commission Office at 772-226-1490 at least 20 hours in advance of the meeting. Thank you,

Joseph & Sharon Tessier
The Hibiscus Barn
6566 1st St SW
Vero Beach, FL 32968
772-766-0578
ShariKitti@gmail.com
January 7, 2025

Richard D. Marini, Assistant Fire Chief
Indian River County Fire Marshal
Fire Prevention Bureau
1801 27th Street, Building A
Vero Beach, FL 32960
(772)226-1880
rmarini@indianriver.gov

Scott McAdam, CBO, MCP
Building Official
4225 43rd Ave
Vero Beach, FL 32967
(772)226-1268
smcadam@indianriver.gov

RECEIVED
JAN 13 2025
INDIAN RIVER COUNTY
BUILDING DEPARTMENT

Subject: Appeal of Cease-and-Desist Order at 6566 1st St SW, Vero Beach, FL 32968

1. Identification of the Building or Structure Concerned

The building subject to the cease-and-desist order is located at 6566 1st St SW, Vero Beach, FL 32968. The legal description of the property is Parcel Number 33391700001013000003.0, as recorded in Indian River County.

2. Legal Interest of the Appellants

We, Joseph and Sharon Tessier, are the owners of Joe-Rassic Park an agricultural business located at 6566 1st St SW, Vero Beach, FL 32968. As the owners/operators of the farm and agritourism business, we have a direct legal interest in the use of the nonresidential farm building for agritourism activities. The cease-and-desist order issued on December 16th, 2024 affects the daily operations of our business and threatens its sustainability.

3. Specific Order or Section Being Appealed

The specific section of the cease-and-desist order being appealed is fire code issues and building code violations as well as the agritourism qualification. This cease and desist incorrectly categorizes the building as unsuitable for agritourism. The classification of the building and its intended use for agritourism activities complies with Florida Statute 570.86, and the order should be reconsidered.

4. Issues on Which the Appellants Desire to Be Heard

We respectfully request to be heard on the issue of whether the nonresidential farm building qualifies for agritourism activities under Florida Statute 570.86. We dispute the interpretation of the zoning and building codes as applied to our farm building and believe it meets the criteria for agritourism use. Additionally, we seek to clarify how the building activities align with the agricultural use of the property, and the impact of the cease-and-desist order on the operation of our business.

Signed,
Joseph Tessier

6566 1st St SW
Vero Beach, FL 32968
772-766-0578

Sharon Tessier

6566 1st St SW
Vero Beach, FL 32968
772-766-0579
ShariKitti@gmail.com



1426 21st Street, Vero Beach, Florida 32960-3485
Tele: (772) 299-5990 ~ Fax: (772) 299-5995
E-mail: info@thomasakennedy.com

January 2, 2025

Joe and Shari Tessier
6166 1st Street SW
Vero Beach, FL 32968

RECEIVED

JAN 13 2025

**INDIAN RIVER COUNTY
BUILDING DEPARTMENT**

TO WHOM IT MAY CONCERN;

RE: ASSISTING Joseph and Shari Tessier with tolling of Cease and Desist Order from IRC
Fire and Rescue, Fire Prevention Bureau.

Dear Sir, Madam:

This is to inform those who may wish to know, undersigned attorney assisted the Tessiers in an attempt to delay the sudden and unfair process of the County closing down a lawful Agribusiness operation without proper notice. My efforts were limited to requesting a tolling or delaying of the cease and desist Order until the Tessiers had a fair opportunity to rebut the erroneous assumptions made by county officials. That request was denied by Chief Rich Marini and the County attorney who attended the meeting.

When that effort came to an end my legal assistance was concluded and I no longer represent the Tessiers in further efforts to reopen the business at the Hibiscus barn.

Very Truly Yours,

/S/ *Thomas A Kennedy*

Thomas A. Kennedy



INDIAN RIVER COUNTY/CITY OF VERO BEACH BUILDING DIVISION
1801 27th Street, Vero Beach, FL 32960 772-226-1260

INDIAN RIVER COUNTY FIRE RESCUE
FIRE PREVENTION BUREAU
1801 27th Street, Vero Beach, FL 32960 772-226-1880



2023 8th Edition Florida Building Code Section 115 and County Resolution 2004-071

And 2023 8th Edition Florida Fire Prevention Code

STOP WORK CEASE & DESIST ORDER

BY ORDER OF THE BUILDING OFFICIAL & FIRE MARSHAL

Date: 12/16/2024

Owner: Joseph Tessier
Hibiscus Barn
Address: 6566 1st St SW, Vero Beach, FL 32968
Owner Additional Address:
Address of Building or Structure: 6566 1st St SW

Parcel I.D.#: 33391700001013000003.0
Permit Number: Work without permits

A STOP WORK CEASE & DESIST ORDER is hereby issued at the above referenced location.
All business operations at this location must cease on this date due to the following conditions:

The following serious life safety issues and unpermitted activities were found during our site visit walkthrough conducted on Tuesday December 10, 2024.

Multiple Fire Code issues.

Florida Fire Prevention Code 8th Edition (2023)
NFPA 1 (2021)

- 1.12.8 The authority having jurisdiction shall have the authority to issue permits for the Construction of a building or structure.
- 18.2.3.5.1.1 Fire apparatus access roads shall have an unobstructed width of not less than 20 ft
- 18.2.3.5.1.2 Fire apparatus access roads shall have an unobstructed vertical clearance of not less than 13 ft 6 in.
- 18.5.3 Fire hydrants shall be provided for buildings other than detached one- and two-family dwellings in accordance with both of the following: The maximum distance to a fire hydrant from the closest point on the building shall not exceed 400ft. The maximum distance between fire hydrants shall not exceed 500 ft.

NFPA 101 (2021) – Chapter 12 – New Assembly Occupancies

- 12.2.2.2.3: any door in a required means of egress from an area having an occupant load of 100 or more persons shall be permitted to be provided with a latch or lock only if the latch or lock is panic hardware or fire exit hardware complying with 7.2.1.7.
- 7.4.1.1: The number of means of egress from any balcony, mezzanine, story or portion thereof shall be not less than two.
- 12.2.8: Illumination of Means of Egress. Means of egress shall be illuminated in accordance with Section 7.8.
- 12.2.9.1: Emergency lighting shall be provided in accordance with Section 7.9.
- 12.2.10.1: Means of egress shall be provided with signs in accordance with Section 7.10.
- 12.2.10.3: Evacuation diagrams in accordance with 7.10.8.5 shall be provided.
- 12.3.3.1: (Interior Finish) General. Interior finish shall be in accordance with Section 10.2.
- 12.3.3.3: Assembly Areas. Interior wall and ceiling finish materials complying with Section 10.2 shall be Class A or Class B in general assembly areas having occupant loads of more than 300.
- 12.3.4.1.1: Assembly occupancies with occupant loads of more than 300 shall be provided with approved fire alarm system in accordance with 9.6.1 and 12.3.4.
- 12.3.4.2.3: In assembly occupancies with occupant loads of more than 300, automatic detection shall be provided in all hazardous areas that are not normally occupied, unless such areas are protected throughout by an approved, supervised automatic sprinkler system in accordance with Section 9.7.
- 12.3.5.1: Where the occupant load exceeds 100 for dance halls and other assembly occupancies that exceeds 300, shall be protected throughout by an approved, supervised automatic sprinkler system in accordance with 9.7.1.1.
- 12.4.7.2.3: Permanent platforms shall be of the materials required for the building construction type in which the permanent platform is located, except that the finish floor shall be permitted to be of wood in all types of construction.
- 12.4.7.2.4: Where the space beneath the permanent platform is used for storage or any purpose other than equipment wiring or plumbing, the floor construction shall not be less than 1-hour fire resistive.
- 7.2.2.4.1.1 Stairs and ramps shall have handrails on both sides.
- 7.2.2.4.5.1 New handrails on stairs shall be not less than 34 in. (865 mm), and not more than 38 in. (965 mm), above the surface of the tread, measured vertically to the top of the rail from the leading edge of the tread.
- 7.2.2.4.6.2 Guards shall be not less than 42 in.

Multiple Building Code violations.

Agritourism FS 570.85 and 570.86(1)

570.85 Agritourism.—

(1) It is the intent of the Legislature to promote agritourism as a way to support bona fide agricultural production by providing a stream of revenue and by educating the general public about the agricultural industry. It is also the intent of the Legislature to eliminate duplication of regulatory authority over agritourism as expressed in this section. Except as otherwise provided for in this section, and notwithstanding any other law, a local government may not adopt or enforce a local ordinance, regulation, rule, or policy that prohibits, restricts, regulates, or otherwise limits an agritourism activity on land classified as agricultural land under s. 193.461. This subsection does not limit the powers and duties of a local government to address substantial offsite impacts of agritourism activities or an emergency as provided in chapter 252.

(2) The Department of Agriculture and Consumer Services may provide marketing advice, technical expertise, promotional support, and product development related to agritourism to assist the following in their agritourism initiatives: Florida Tourism Industry Marketing Corporation, convention and visitor bureaus, tourist development councils, economic development organizations, and local governments. In carrying out this responsibility, the department shall focus

its agritourism efforts on rural and urban communities.

570.86 Definitions.—As used in ss. 570.85-570.89, the term:

(1) "Agritourism activity" means any agricultural related activity consistent with a bona fide farm, livestock operation, or ranch or in a working forest which allows members of the general public, for recreational, entertainment, or educational purposes, to view or enjoy activities, including farming, ranching, historical, cultural, civic, ceremonial, training and exhibition, or harvest-your-own activities and attractions. An agritourism activity does not include the construction of new or additional structures or facilities intended primarily to house, shelter, transport, or otherwise accommodate members of the general public. An activity is an agritourism activity regardless of whether the participant paid to participate in the activity.

1. As indicated in FS 570.86(1) "An agritourism activity does not include the construction of new or additional structures or facilities intended primarily to house, shelter, transport, or otherwise accommodate members of the general public." The barn in question is a new building and facility and its primary use is for the public assembly and events. A determination has been made that this building and facility is not compliant with agritourism and must be properly permitted.
2. Required permits FBC 105.1
3. Means of Egress FBC Ch 10
4. Occupant load FBC 1004
5. Assembly Group A-2 FBC 303.3
6. Automatic sprinkler system FBC 903.2.1.2
7. No required exit or emergency lights FBC 1008 and 1013
8. Missing landings, accessible parking, ramps, stairs, handrails, accessible route, doors and hardware, many other accessibility items FBC, Accessibility Code 206, 207, 208, 404, 502, 504, 505
9. Stairways, handrail and guards FBC 1011, 1014 and 1015
10. Panic and fire exit hardware FBC 1010.2.9
11. Exposed foam plastic insulation FBC 2603
12. Floor live and dead load design FBC ch 16, Wind load design and opening protection FBC 1609 and 1609.1.2.

Work may resume at this location upon the following conditions being met:

1. Need to apply for and obtain required permits and approvals from all departments and agencies related to the structure and facility.

Occupancy of the buildings can occur upon the following conditions being met:

1. Occupancy for proposed use approved after a Certificate of Occupancy is issued when required permits are completed and all required C.O. documentation is approved.

This is not a complete review of the project. Once permit application and plans are submitted for review additional code items may need to be addressed.

115.1 Authority.

Whenever the building official finds any work regulated by this code being performed in a manner either contrary to the provisions of this code or dangerous or unsafe, the building official is authorized to issue a stop work order.

115.2 Issuance.

The stop work order shall be in writing and shall be given to the owner of the property involved, or to the owner's agent, or to the person doing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order, and the conditions under which the cited work will be permitted to resume.

115.3 Unlawful continuance.

Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to penalties as prescribed by law.

NOTICE OF RIGHT TO APPEAL: Any person or entity having any legal interest in the subject property may appeal this Notice and Order to the Indian River County Construction Board of Adjustments and Appeals or the City of Vero Beach Board of Building Appeals. Such appeal shall be in writing and filed with the Building Official within thirty (30) days from the date of service of this notice and must contain the following information: (1) Identification of the building or structure concerned by street address or legal description; (2) A statement identifying the legal interest of each appellant; (3) A statement identifying the specific order or section being appealed; (4) A statement detailing the issues on which the appellant desires to be heard; and (5) The legal signature of all appellants and their official mailing address.

FAILURE TO APPEAL IN THE TIME SPECIFIED WILL CONSTITUTE A WAIVER OF ALL RIGHTS TO AN ADMINISTRATIVE HEARING.

Further information regarding this Stop Work Order may be obtained by contacting the undersigned Building Official at 772- 226-1260 or at the Building Division Office in the Indian River County Administration Building, 1801 27th Street, Vero Beach, Florida 32960.

**_____
Scott McAdam, CBO, MCP, Building Official**

**_____
Rich Marini, Fire Marshal**

CASE 25-02

Indian River County

Appeal

David Becker



**THE BOARD OF COUNTY COMMISSIONERS OF
INDIAN RIVER COUNTY, FLORIDA**

1801 27TH ST VERO BEACH, FLORIDA 32960

**IN THE MATTER OF:
David C. Becker, qualifier**

558 Jay St. Sebastian, Florida 32958

NOTICE OF HEARING

YOU ARE NOTIFIED that the CONSTRUCTION BOARD OF ADJUSTMENTS AND APPEALS OF INDIAN RIVER COUNTY intends to hold a meeting on **Wednesday February 4, 2025 at 1:00 pm** in the County Commission Chambers, County Administration Building 1801 27th St, Vero Beach, Florida 32960. The following topic(s) will be discussed:

Case no. 25-02

1. Request to qualify a new business after suspension of B&T Aluminum.

Location: 558 Jay St. Sebastian, Florida 32958

Owner: David & Jean Becker

Parcel ID: 31380100003097000010.0

Legal Description: SEBASTIAN HIGHLANDS UNIT 02 BLK 97 LOT 10 PBI 5-35

Case overview:

- Contractor has qualified four (4) businesses in Indian River County:
 1. B&T Aluminum Inc; License placed in suspension 9/3/2004
 2. Euro Premier Enterprises Inc; License expired in 7/31/2008
 3. Aluminum Unlimited LLC; License expired in 7/31/2009
 4. Premier Services, Inc; License expired in 7/31/2015

B&T Aluminum was ordered to pay \$1000 in fines in March 22, 2004 for

deliberate disregard of contracting requirements, and contraction violations of Florida Statutes under FS 489.127(1) and IRC Sec. 400.07(7).

Mr. Becker submitted an application for an aluminum contractor business named "David C. Becker" on December 6, 2024. Staff placed the application on hold pending an investigation into the fines and suspension of the former business(s).

I HEREBY CERTIFY that a true and correct copy of the foregoing has been sent on January 21, 2025

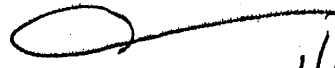
by:

XX U.S. Certified Mail:

- 558 Jay St. Sebastian, Florida 32958

and, by email to:

Jfb812@gmail.com on (date to be determined)


1/17/2025

Scott P. McAdam CBO, MCP.
Building Official, Indian River County

Anyone who needs a special accommodation for this meeting may contact the County's Americans with Disabilities Act (ADA) Coordinator at (772) 226-1223 at least 48 hours in advance of meeting. Anyone who needs special accommodation with a hearing aid for this meeting may contact the Board of County Commission Office at 772-226-1490 at least 20 hours in advance of the meeting.
Thank you,

INDIAN RIVER BUILDING DEPT

David Checchi

My name is David Becker. back in 1989 I studied and passed the test for Aluminum-concrete specialty. I owned and operated ALUMINUM UNLIMITED for several years. then unfortunately I got stage 4 lymphoma cancer. after 2 years of chemo treatments. I am in remission. In the meantime I went to work for Home Depot, for 17 years I have worked my way up to specialist in 3 departments. I have previous clients who come into the store and ask me if I still do aluminum. So I would like to reinstate my license for doing small jobs locally. I would appreciate the opportunity to once again do quality work in Indian river county.

THANK YOU

DAVID C. BECKER

*I TURNED IN A PACKET TO RICK DUNKERLY
IN IT IS DETAILS OF INSURANCE - WORKER COMP EXEMPTION ETC.*

**APPLICATION FOR REGISTRATION INDIAN RIVER COUNTY/CITY OF VERO BEACH
SPECIALTY CONTRACTOR**

\$50.00 FEE

DATE: NOV-7-2024

TYPE OF CONTRACTOR: aluminum specialty

BUSINESS NAME: david c. becker

QUALIFIER NAME: david becker

MAILING ADDRESS: 558 jay st sebastian fla 32958

PHYSICAL ADDRESS: 558 jay st 32958

QUALIFIER DRIVER'S LICENSE STATE: FL DL # Redacted DL 1/22/25

QUALIFIER D.O.B.: 01-02-1961 BUSINESS E-MAIL: D Becker2106@GMAIL.COM

BUSINESS PHONE: 772-480-0748 BUSINESS FAX: _____

BUSINESS MOBILE: 772-480-0748

QUALIFIER SIGNATURE: David C. Becker

The following is **REQUIRED** to be submitted with this application in order for us to process the application.

Incomplete Applications will not be processed:

1. Copy of Florida State Registration & Florida State Qualified Business License.
2. Proof of Exam:
 - Mailed directly from Sponsor or Hand delivered in an unopened sealed & stamped envelope from the sponsor
 - Faxed from Sponsor or Emailed directly from Sponsor
3. Copy of Business Tax Receipt
4. Certificate of Insurance for:
 - General Liability
 - Worker's Compensation or State of Florida - Worker's Compensation Exemption Certification.Certificate Holder: Indian River County Building Department, 1801 27th Street, Vero Beach, FL 32960
 - Longshore Insurance if you are an employer with employees covered under the Longshore Act
5. Copy of Qualifiers Valid Driver's License.
6. Payment in the amount of \$50.00. (Cash, Check, Credit Card, or Credit Card Authorization Form by FAX)

I hereby agree to keep the required insurance in force, and to procure a City of Vero Beach or Indian River County Local Business Tax Receipt prior to opening a place of business within these jurisdictions.

**Acknowledgement for Person in an Individual
Capacity**

State of Florida, County of INDIAN RIVER
The foregoing instrument was acknowledged before me
means of ☒ physical presence or ☐ online notarization this
10th day of Dec, 2024

By David Becker

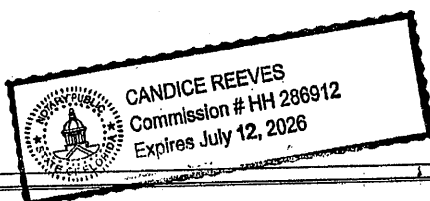
who is ☐ personally known or ☒ produced identification

Type of ID Produced FL ID

Printed Name of Notary _____

Signature of Notary Candice Reeves

Notary Seal



**Acknowledgement for Person in a
Representative Capacity**

State of Florida, County of _____
The foregoing instrument was acknowledged before by
means of ☐ physical presence or ☐ online notarization this
____ day of _____, 20____, by _____

(Name of Person) as
____ Explain

Representative Capacity, for
(Name of Party on Behalf of whom Instrument was
Executed).

who is ☐ personally known or ☐ produced identification

Type of ID Produced _____

Printed Name of Notary _____

Signature of Notary _____

Notary Seal

BUILDING DEPARTMENT
1225 MAIN STREET • SEBASTIAN, FLORIDA 32958
TELEPHONE: (772) 589-5537 • FAX (772) 589-2566

LOCAL BUSINESS TAX RECEIPT

Tax Year October 1, 2024 to September 30, 2025

DAVID BECKER
(772) 480-0748

No. 2024-143
Date: 11/7/2024

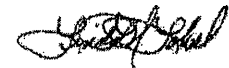
Address: 558 JAY ST
SEBASTIAN, FL 32958

Business Tax Receipt

Activity: Home Businesses - Services - Contractor

Total Paid: \$66.00

Issued to: DAVID C. BECKER
DAVID BECKER
558 JAY ST
SEBASTIAN, FL 32958



Linda M. Lohsl, CBTO

NON-TRANSFERABLE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER INDIAN RIVER INSURANCE AGENCY 3710 20TH ST VERO BEACH FL 32960		CONTACT NAME: Ricardo Gamez PHONE (A/C, No, Ext): 772-299-1755 E-MAIL ADDRESS: rgamez@indianriverinsurance.com FAX (A/C, No): 772-299-1752	
INSURED David Becker 553 Jay St Sebastian FL 32948		INSURER(S) AFFORDING COVERAGE INSURER A: American Safety Insurance Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER			Q308107	11/07/2024	11/07/2025	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COM/OP AGG \$ Included
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS UAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTIONS						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**Indian River County Building Division
1801 27th St

Vero Beach

FL 32960

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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JIMMY PATRONIS
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

**** CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW ****

CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 12/4/2024

EXPIRATION DATE: 12/4/2026

PERSON: DAVID C BECKER

EMAIL: DBECKER2106@GMAIL.COM

FEIN: 261395107

BUSINESS NAME AND ADDRESS:

DAVID C BECKER LLC

558 JAY ST,

SEBASTIAN, FL 32958

This certificate of election to be exempt is NOT a license issued by the Department of Business and Professional Regulation. To determine if the certificate holder is required to have a license to perform work or to verify the license of the certificate holder, go to www.myfloridalicense.com.

IMPORTANT: Pursuant to subsection 440.05(13), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(11), F.S., Certificates of election to be exempt issued under subsection (3) apply only to the corporate officer named on the notice of election to be exempt. Pursuant to subsection 440.05(12), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

Code Enforcement Board of Indian River County
**CONTRACTING CITATION
ORDER FINDING VIOLATION**

IN THE MATTER OF:

Case No. 2004020119

DAVID C. BECKER
B & T ALUMINUM, INC.
3300 43RD AVE., SUITE 10
VERO BEACH, FL 32960

DAVID C. BECKER
558 JAY STREET
SEBASTIAN, FL 32958

, Respondent

RECEIVED

DEC 12 2024

**INDIAN RIVER COUNTY
BUILDING DEPARTMENT**

RE: VIOLATION OF SECTION(S) 489.127(1), F.S., and 400.07(7), of the Code of Laws and Ordinances of Indian River County, Florida.

DESCRIPTION OF SITE OF VIOLATION:

Location: 1979 6TH AV SE
Tax Parcel ID No.: 33-40-31-00005-0020-00003.0
Zoning: RS-3
Legal Description: VERO SHORES SUB UNIT 1 BLK 2 LOT 3 PBI 5-52

THE CODE ENFORCEMENT BOARD HAS HEARD TESTIMONY AND EXAMINED EVIDENCE AT A HEARING HELD MARCH 22, 2004, AND BASED ON THE EVIDENCE, THE CODE ENFORCEMENT BOARD HAS ADJUDGED AS FOLLOWS:

FINDINGS OF FACT AND CONCLUSION OF LAW

1) Respondent(s) were duly notified of the hearing, in accordance with Section 103.08(7) of the County Code. The following Respondent(s) or respondent representatives were present at the March 22, 2004 Code Enforcement Board meeting:

{Respondent was properly notified of the hearing, but did not attend}

2) The subject property is zoned District. On 2/25/2004, the following violation(s) occurred at the subject property:

- DELIBERATE DISREGARD OF CONTRACTING REQUIREMENTS
- CONTRACTING VIOLATION OF FLORIDA STATUTES

3) The above described is a violation of the following Section(s) of the Code of Laws and Ordinances of Indian River County:

Code Chapter/ Section

- CHP 400 / 400.07(7)
- F.S. 489 / 489.127(1)

4) Other information (as applicable):

Respondent was duly notified of the scheduled administrative hearing and Respondent's opportunity to appeal the issued citation at the hearing, but did not attend. Therefore, in accordance with County Code Section 103.08, the Respondent waives his right to appeal and the citation is upheld as issued by county staff.

ORDER
(Case No. 2004020119)

1. **THE BOARD HEREBY ORDERS Respondent David C. Becker to pay a civil penalty in the amount of \$1,000.00** for illegal contracting activities in violation of the County Code described herein, and as indicated on the Indian River County Contracting Code Enforcement Citation No. 0633, issued by County staff on February 25, 2004.
2. **PAYMENT OF FINE:** Payment of any civil penalty fine described herein may be made in person at the Indian River County Building Division Office at 1840 25th Street, Vero Beach, Florida 32960, Telephone (772) 567-8000, ext. 1266, Monday through Friday between 8:00 a.m. and 5:00 p.m., or by mailing a check or money order to said address, payable to Indian River County.
3. **IF RESPONDENT HAS NOT PAID** the herein described fine, as applicable, within thirty days of this Order, this Order shall be recorded in the public records and thereafter shall constitute a lien against any real or personal property owned by the violator(s). The lien may be foreclosed upon after three months from the filing of any such lien which remains unpaid, in accordance with the provisions of Florida Statutes Section 489.127(5)(h), as may be amended.
4. **RIGHT TO APPEAL:** An aggrieved party, including the local governing body, may appeal a final administrative order of the enforcement board (or designated special master, as applicable) to the circuit court. Such appeal shall not be a hearing "de novo," but shall be limited to appellate review of the record created before the enforcement board or designated special master. **AN APPEAL, if filed, MUST BE FILED WITHIN 30 DAYS** of the execution of this order (reference Sec. 103.08(6), County Code).

DONE AND ORDERED MARCH 22, 2004, in open session at the County Commission Chambers of the County Administration Building, 1840 25th Street, Vero Beach, Florida.

EXECUTED by the Vice Chairman of the Indian River County Code Enforcement Board, and attested and countersigned by the Recording Secretary of such Board this _____ day of _____, 2004.

ATTEST: _____
Reta Smith
Board Secretary

Clifford J. Suthard, Vice Chairman
Indian River County Code Enforcement Board

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the above State and County aforesaid to take acknowledgments, personally appeared Clifford J. Suthard, well known to me to be Vice Chairman of the CODE ENFORCEMENT BOARD of Indian River County, and acknowledged executing the same under the authority vested in him by said Board.

WITNESSED my hand and seal this _____ day of _____, 2004.

Commission Expiration

Notary Public

REVIEWED AS TO LEGAL FORM:

Copy furnished to: Code Inspector
 Respondent

Suzanne H. Vitunac
Board Advising Attorney

Action Order No. 106739
CEB Case No. 2004020119

Code Case Detail Report

CDPR4204 - Code Case Detail Report

CASE NBR: 2004020119 AO NBR: 106739
STATUS: OPEN INSPECTOR: BLDBA LEVEL:
CASE TYPE: CONTRACTOR
ADDR NBR: 66196 LOCATION: 1979 6TH AV SE
ZONING:
FOLIO: 33-40-31-00005-0020-00003

LOT: 00003.0 BLOCK: 0020 SUBDIV: (602)-VERO SHORES SUB UNIT 1
TAZ: 126 PLANNING COMM: ZIP: 32962
OPEN DATE: 02/26/2004 OPEN USER: BLD12 CLOSE DATE: CLOSE USER:
DIRECTIONS: DISPOSITION: CODE ENF BOARD

CATEGORY: Deliberate disregard/contr. regs.

PRIORITY: 3 LAST VISIT: CONTACT?:
HEARING DATE: PHYSICAL FILE ID:

DESCRIPTION:
DOING WORK WITHOUT PERMIT

CONTACT INFORMATION:

DAVID C. BECKER
PHONE: FAX:

TENANT INFORMATION:

BRANNON, TONY
PHONE: FAX:

OWNER INFORMATION:

ANTHONY W. & LUCRETIA M. BRANNON
1979 6TH SE AVE
VERO BEACH, FL 32962
PHONE: FAX:

VIOLATOR INFORMATION:

DAVID C. BECKER
558 JAY STREET
SEBASTIAN, FL 32958-
PHONE: (772)978-1669 FAX:

COMPLAINANT INFORMATION:

NAME/ADDRESS: PHONE: FAX:
ANONYMOUS

CONTRACTOR INFORMATION:

DBA: CERT NBR LICENSE NBR PERMIT # PERMIT TYPE
B & T ALUMINUM, INC. 12940

VISITS:

VISIT NBR	INSPECTOR	NAME	SCHEDULED DATE	VISIT DATE	BR DAYS COMPL
31186	BLDBA	BUDDY AKINS	02/26/2004	02/26/2004	

LETTERS:

REF TYPE	LETTER NAME	RQST DATE	PRINT DATE	SEND DATE	STATUS	RCV DATE
CC	CEB CONTRACTING	04/15/2004	04/15/2004	04/16/2004	SENT	

VIOLATIONS:

STATUS	GROUP	CODE	VIOL. DATE	DESCRIPTION/REMARKS
VIOLATION	CEG	400.07(7)	2/26/2004	DELIBERATE DISREGARD OF CONTRACTING REQUIREMENTS
VIOLATION	CEG	489.127(1)	2/26/2004	CONTRACTING VIOLATION OF FLORIDA STATUTES

IMAGES:

Citations

ID No.	210	Case No.	2004020119	Type	CITATION	Citation No.	633
Issued To	DAVID BECKER			Issued By	BLDBA	Inspector	
Viol ID				ID Type			
Offense No.				Contesting			
Citation Date	2/25/2004			Fine Amount	1000		
Due Date				Due Amount	1000		
Paid Date				Paid Amount			
Court Date				Balance Due	1000		
File Date							
Remarks							
⏮ ⏪ ⏩ ⏭ Ok Cancel							