

**BUILDING BOARD  
MEETING  
OCTOBER 26, 2021**

**MEMBERS PRESENT:** Wendy Mueller, Acting Chair  
Ara Aprahamian, Scott Bostrom,  
Lawrence Gotfredson, Perry Hoff,  
Jeffery Masters, Juliet Merolla

**MEMBERS ABSENT:** Thomas "TJ" Thornberry

**OTHERS PRESENT:** Randy Cole, Chief Building Official  
David Jackson, Board Attorney  
Suz Russell, License & Permit Supervisor  
Vesta Anilus, Albert Sanchez, Ryan Dugan,  
Scott King, Alex Savaros, Doris Gomez, Steve Smith

**CALL TO ORDER/ANNOUNCEMENTS**

- Ms. Mueller called the meeting to order at 9:00 a.m., followed by the Pledge of Allegiance.
- A. Roll Call
- Recording Secretary Pues swore in all participants for the complaints against King's Classic Construction and Farfan Development.
- B. Next Scheduled Meeting
- 1. November 23, 2021

**PUBLIC COMMENT**

- None.

**APPROVAL OF MINUTES**

- A. April 27, 2021
- B. August 24, 2021
- Mr. Hoff MOVED, Mr. Masters SECONDED approval of the August 24, 2021, minutes.  
MOTION CARRIED UNANIMOUSLY.

**BUILDING CODE CASES**

- Mr. Randy Cole, Chief Building Official, announced the two complaints brought forth this date were from the same complainant, explaining the Board would act as an investigative body and hear the complaints and the cases would continue to the next meeting if violations were to be found.
- Board Attorney David Jackson added evidence relating to a civil or contractual matter was not relevant to the cases.

- A. Complaint – King’s Classic Construction – Scott A. King, Qualifier
- Ms. Vesta Anilus, complainant, stated she submitted a down payment to a general contractor by the name of Mr. John Barrington to remodel her building, noting Mr. Barrington claimed to work under the license of Mr. Scott King, qualifier. She indicated Mr. Barrington was discovered to be in jail after work on the building had not commenced, explaining Mr. King then informed her Mr. Barrington forged his name on the contract; however, he agreed to complete the project and deduct the down payment from the contracted price. She stated Mr. King hired a roofing contractor to correct the roof and yet the roof continued to leak and incur water damage to the building, adding an engineer examined the building and indicated the structure of the roof was constructed incorrectly. She commented the driveway was not compliant with requirements of the Americans with Disabilities Act (ADA), explaining all of the work completed was in violation or unsafe and Mr. King was requesting payment although the work was incomplete. She indicated there were liens on the property from subcontractors who claimed not to have been paid by Mr. King, concluding the project was abandoned and the building was left unstable.
  - A question and answer session took place between staff, Ms. Anilus and members, with members verifying the following: terms of the original and revised contract; work that was completed and passed inspections; air-conditioning (A/C) units were installed and not removed prior to the work completed on the roof; work appeared to continue at the location following inspections by staff; an engineer indicated the trusses and beams of the building were cut incorrectly and the plywood was installed wrong; staff was not responsible for supervising construction and individual permits could be obtained if contractors qualified for the scope of work.
  - Mr. Aprahamian inquired as to the condition of the building after rainfall.
  - Ms. Anilus responded same pooled and dripped, noting a new architect was working with her to correct the building as the engineer had indicated the artery of the ceiling had been cut.
  - Mr. Hoff questioned whether there were any rejections to the final inspection of the roof.
  - Mr. Cole replied in the negative.
  - Ms. Anilus then reiterated liens were on the property and Mr. King refused to provide the names of the subcontractors as well as the receipts proving payments were made.
  - Mr. Albert Sanchez, attorney, concluded King’s Classic Construction and Farfan Development were formally served with a request for a sworn statement and had failed to do so within the required timeframe.

- Mr. Ryan Dugan, attorney, reiterated the final inspection was completed and passed by the Building Division, explaining Mr. King was responsible for aspects under his permit and not for the entire building. He reminded members that contractual and civil disputes were outside of their jurisdiction, noting the submitted material did not contain the liens or affidavit from the engineers regarding the location of the leaks. He opined the contract was completed once the project passed final inspection. He indicated Florida law required a contractor to be notified of construction defects so that they could attempt to remedy same, concluding such communications were not received.
- Ms. Mueller questioned whether communications via email, text and letters sufficed.
- Mr. Dugan responded most of same took place prior to the final inspection, noting correspondence came from a law firm following the inspection and did not include a request to review and repair the leaks.
- Mr. Cole clarified inspections were completed according to the Building Code and the issuance of permits was not pursuant to the contract, reiterating work commenced prior to permitting and continued afterward.
- Mr. Hoff questioned whether trusses could be cut under the remodel permit and if the roof could be modified without structural drawings.
- Mr. Cole replied modifications could have been completed without a permit, expressing uncertainty regarding same as there was no structural inspection of the building.
- Ms. Mueller received verification members could inquire about information relating to the liens as same regarded financial harm to the customer.
- Mr. Dugan reiterated liens were not included in the materials, explaining Mr. King would not respond to questions regarding same when evidence was not provided.
- Mr. King confirmed he was informed of the liens; however, he had not received verification of same, noting subcontractors would receive payment once the work was completed. He then indicated he was not aware of issues with the parking lot being noncompliant with ADA requirements since same was completed by a licensed contractor.
- Ms. Suz Russell, License & Permit Supervisor, stated the permit for the driveway was in rejection since February 23, 2021, and had not been approved to be issued.
- Mr. Alex Savaros indicated the contractor was Paramount Sealcoating which only sealed and striped the driveway.
- Ms. Russell verified a permit was still required.
- Mr. Hoff inquired if Paramount Sealcoating was contracted to repair the entrances to the building.

- Ms. Anilus responded same was included in the scope of the work in the contract; however, there were some misunderstandings of the contract and work was completed that she did not agree to.
- Mr. Masters received verification Paramount Sealcoating was not included in the submitted materials, pointing out they were not registered in the City.
- Mr. Sanchez then requested to provide members with copies of the liens.
- Board Attorney Jackson verified same was permitted.
- Mr. Sanchez stated the liens would be emailed along with the certified letter that was sent to King's Classic Construction.
- Mr. Masters then requested Ms. Doris Gomez, qualifier for Farfan Development, to approach the podium.
- Ms. Gomez indicated the information in the complaint filed by Ms. Anilus was false, noting Mr. Barrington forged her signature on the contract and stole her license. She stated she filed a lien on April 26, 2021, after payment was not received for completion of the roof on January 20, 2021, adding the lien was included in the submitted materials.
- Ms. Mueller inquired as to when she was addressed regarding the roof leaking.
- Ms. Gomez replied there were no issues when the work was finished, explaining removal of A/C units was not within the scope of work. She commented the engineer's report questioned why the roof was not replaced prior to the installation of the A/C units, adding one of the A/C units was incorrectly installed. She stated the building was old and empty for approximately four years, explaining water leaked through the doors, walls and roof. She then stated she did not work on trusses.
- Ms. Mueller questioned if mold in the building had been recorded and remedied by a licensed contractor.
- Ms. Anilus responded the initial contract with Mr. King had been extended to February 28, 2021, while a company remediated the mold issue. She indicated the roof was not leaking until after it had been replaced, noting there were photographs of the damage caused by same.
- Board Attorney Jackson stated a motion was not needed at this time, concluding Mr. Cole had enough information for members to move forward with the subsequent complaint.

**B. Complaint – Farfan Development – Doris Gomez, Qualifier**

- Ms. Anilus stated a general contractor was hired to complete work on the building and Farfan Development was a subcontractor, noting Ms. Gomez continuously attempted to develop a separate contract after denial of same. She explained Ms. Gomez continued working at the building although she had a lien on the property and claimed Mr. King still owed her payment. She indicated Ms. Gomez admitted to completing work outside

of her scope, concluding the roof was now leaking and collapsing and Ms. Gomez was implying she was not at fault.

- Mr. Hoff inquired as to what additional work Ms. Gomez completed for Mr. King.
- Ms. Anilus responded Ms. Gomez was at the property numerous times, explaining she had witnessed Ms. Gomez on the security camera moving equipment for Mr. King. She stated Ms. Gomez supervised work on the driveway and demolition, adding there were emails with Ms. Gomez stating she would supervise the work since Mr. King was unwell.
- Mr. Hoff questioned the specific cause for the roof being installed incorrectly.
- Mr. Sanchez replied there was a report in the submitted materials from Douglas Restoration Inc. which indicated a full roof replacement was needed due to the improper install and active leaks.
- Ms. Anilus added the contractor indicated the roof would need to be removed in order to investigate if same was installed properly.
- Mr. Hoff pointed out the report stated the material was not fully adhered to the roof and there were waves and bubbles which would eventually become leaks.
- Mr. Sanchez then stated the notice of defects was received and signed for by Farfan Development via certified mail, concluding they had failed to respond to same within the required timeframe.
- Ms. Gomez indicated the engineer report was false, explaining an inspector named Mr. Bryan Costco had verified the water was leaking from the A/C units and not the roof; additionally, a wall was leaking and the building was below water level, adding the City flooded after storms and water leaked under the doors which needed to be replaced. She stated one truss was repaired which was permitted under the license, noting water was leaking from the windows as well.
- Mr. Hoff commented same would not cause the ceiling tiles to drop from the ceiling.
- Ms. Gomez stated the ceiling tiles were already stained and damaged when Ms. Anilus purchased the building.
- Mr. Hoff questioned whether he could investigate the site to verify whether the installation was completed properly.
- Board Attorney Jackson replied in the negative.
- Mr. Steve Smith indicated he was the project manager for the work completed on the roof, noting concerns were raised regarding the A/C units during the project due to rust and holes. He stated a report of issues was received after the roof passed the inspection and he investigated same several times after, including after heavy rainfall, explaining he then filed a report on the cause of the issues, which included the A/C unit pans sloping the wrong direction and causing the rain to drain toward the ducting.

- Ms. Gomez stated she was unable to obtain the engineer report from Ms. Anilus and Mr. Sanchez, noting she provided photographs of the issues to Ms. Anilus. She indicated she was unable to perform any of the work due to health issues, explaining she went to the site to show an employee which areas needed to be cleaned. She commented Mr. King obtained the permit for Farfan Development.
- Ms. Russell verified the permit was applied for and obtained by Farfan Development.
- Ms. Gomez stated same was done by Mr. Barrington, adding the Building Division informed her she was required to obtain a separate permit from Mr. King; therefore, she became a contractor to Ms. Anilus.
- Ms. Russell confirmed the permit applied for by Mr. King was for interior work and did not include a roof.
- Mr. Hoff questioned the reason Ms. Gomez contacted Ms. Anilus to obtain a contract with her directly.
- Ms. Gomez responded she had not done so, noting a letter was received from the attorney consenting to work on the roof. She then stated there were photographs which showed the truss was falling off and had issues with termites.
- Mr. Hoff inquired whether the truss was damaged when installing the new roof.
- Ms. Gomez replied in the negative, noting the issues with the truss were noticed after February 15, 2021.
- Mr. Smith explained the roof was removed and dried in quickly, noting termite damage was noticed on January 5, 2021. He stated photographs of the damage were provided to the general contractor and he believed the general contractor would resolve same; therefore, work on the roof continued. He indicated he examined the trusses when completing the report on February 15, 2021, concluding the trusses were treated but not structurally repaired.
- Mr. Hoff questioned as to how many sheets of plywood were replaced on the roof and whether any were replaced adjacent to the truss.
- Mr. Smith replied in the negative, noting the roof was in very poor condition.
- Ms. Gomez added the home inspector did not inform Ms. Anilus the building was hazardous.
- Mr. Masters expressed confusion as to how the roofers did not notice the damage while working on the roof.
- Ms. Mueller inquired whether a roof needed to be completely removed if the original roof was not sturdy enough to support another roof on top of it.
- Ms. Gomez responded the contract only indicated removal of the damaged plywood.

- Mr. Hoff received verification regarding the number of sheets of plywood that were used on the roof versus the amount Ms. Anilus was charged for, as well as the details of the work performed on the roof, noting a roof over was completed rather than a reroof.
- Ms. Russell stated the permit application indicated the contractors would remove and replace the existing modified roof; additionally, they would replace all vents and drip edge.
- Mr. Masters inquired as to how much weight was added to the roof.
- Ms. Gomez responded the engineer had indicated same was acceptable.
- Mr. Hoff opined there was sufficient evidence for Mr. Cole.
- Mr. Cole received confirmation Farfan Development obtained the permit with Mr. King's direction and never entered into a contract with Ms. Anilus or sent a bill to her for the work completed.
- Mr. Bostrom requested a copy of Ms. Gomez's engineer report.
- Ms. Gomez indicated the engineer report was from Ms. Anilus and she did not have one of her own.
- Mr. Smith stated the photographs illustrated the internal studs that were removed and the engineer report indicated same was occurring in a number of areas within the building, adding repairs to the roof did not exceed 100 square feet.
- Mr. Hoff indicated the roof should not be holding water if the change order included pitching the roof, further verifying the change order was \$20,000 to install 200 sheets of plywood.
- Ms. Gomez stated the roof was holding water due to Mr. King removing five beams from the load bearing walls which brought the trusses down.
- Board Attorney Jackson suggested any additional information for Mr. Cole to consider should be submitted as soon as possible, concluding same would be included in the record for any further hearings.

**UNFINISHED BUSINESS**

- Mr. Cole stated the testimony this date as well as any subsequent items submitted would be reviewed and brought forth at the next meeting.

**STAFF COMMENTS**

- None.

**COMMITTEE/BOARD COMMENTS**

- None.

ADJOURNMENT

- Meeting Adjourned: 11:09 a.m.

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Wendy Mueller, Acting Chair

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Leah Pues, Recording Secretary