

MINUTES
OF THE CITY OF KEY WEST
CONTRACTOR'S EXAMINING BOARD
KEY WEST FLORIDA

DOMINGO CASTELLANOS, CHAIRMAN

CALL TO ORDER: 3:05 PM.

PRESENT:

Domingo Castellanos, Chairman
Paul Marotte
Daniel Acevedo
Rick Milleli

ABSENT:

Frank Balbuena
Merrill Sands
Norman Woods

STAFF:

Stacy Gibson, Secretary
Chris Bridger, City Attorney
Leonardo Hernandez, Code Officer

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA (consent)

APPROVAL OF MINUTES

Motioned by Member Millelli
Second by Member Malotte

ACTION ITEM

Complaint against Wardlow Building Group (WBG)

1607 Laird St

Witnesses were sworn in.

Chairman Castellanos verified that Chris Wardlow is a CGC, here on a violation brought by the City of Key West and also verified that the complainant (homeowner) was present.

Code Officer Leonardo Hernandez on behalf of City presented City's case. Violation of 18-117 "Acts Declared Unlawful."

Officer Hernandez presented timeline:

On October 17, 2013 WBG applied to build a wood storage shed 14' x 12' on existing paver area at 1607 Laird Street. Permit 13-4502 was paid for and picked up on October 23, 2013. As of date of meeting no inspections scheduled or performed.

On November 5, 2013 WBG applied to replace 7 windows with impact windows; install 2 sets of impact windows in the rear to replace non-impact windows. Permit 13-4783 was paid for and picked up on November 14, 2013. As of date of meeting no inspections scheduled or performed.

On November 13, 2013 WBG applied to remove 200 s.f. floor in foyer; frame interior close; demo interior partitions; frame new wall on opening to Florida room addition. Permit 13-4784 was paid for and picked up on November 14, 2013. As of date of meeting no inspections scheduled or performed.

On December 17, 2013 WBG applied to construct 80 l.f. of 6' wood fence on west side of property. Permit 13-5353 was paid for and picked up on January 2, 2014. As of date of meeting no inspections scheduled or performed.

In February 2014 Building staff began receiving complaints property owner Mr. Harding that contractor was not completing project.

On April 28, 2014 a formal complaint was received by Code Compliance Department that the project was abandoned.

On May 5, 2014 a certified notice of violation was sent to WBG and received good service on May 8, 2014.

On May 21, 2014 a change of contractor on the permit 13-4783 was made from contractor to owner/builder.

Chairman Castellanos asked Chris Wardlow if he had applied for the 4 permits; Mr. Wardlow responded yes. Mr. Wardlow stated that Building Inspector David Ray had completed a footer inspection on the fence and that the fence is complete but has no final inspection. He stated that the shed is complete but has no final inspection. He stated that he didn't begin the parquet floors upon request of owner until he did the rest of the addition. He stated that he had an agreement with the owner that his company was not going to do the windows, that the homeowner was going to do the windows on his own. Mr. Wardlow stated that he had in writing that his deposits were to do the foyer, fence, and pay for electrical upgrades, and that any original agreements before the holidays were "squashed" due to manpower shortage and other litigation issues. He said he had verbal agreement and drawing for the fence, the shed he built for cost. He added that he can't see where he abandoned the project and if there was a punchlist he

would be happy to see it and take care of it. Mr. Wardlow stated the he called Code because he was advised that owner was working before the owner-builder permit was issued; cutting block behind the house and installing boards and if needed, he (Mr. Wardlow) can get his attorney and subpoena the workers that were carrying the doors to the back.

Chairman Castellanos reminded witnesses that it was not the duty of the CEB to settle the litigation or bring retribution.

Mr. Wardlow stated that his company did all the work that they could do. He added that there were some punch items that were not done, and that he would be happy to complete them, but that he got a demand letter and threat of lawsuit and that doesn't make for any peaceful resolution; and that there was also the issue of the unlicensed person working on the property.

Chairman Castellanos said that he would like to go permit by permit, see what was completed, then hear from the property owners.

Permit 13-4502 was for the shed, picked up, shed was completed. Finals? Mr. Wardlow said no, that Inspector Ray came to complete it but that he needed to provide an elevation certificate for the height of the shed to see if flood vents were needed and this was confirmed by Building Official Ron Wampler. Chairman Mingo asked if there was an architect involved? Mr. Wardlow responded "no, I did the drawing." Member Marrote asked "Just to reiterate - the reason you didn't get a final is that you were waiting on the elevation certificate?" Mr. Wardlow responded that he also needed an Engineer to sign off on the structural aspects of the building and that he had tried but couldn't get anyone to do it. Chairman Castellanos asked Mr. Wardlow why he didn't call for any in-progress inspections. Mr. Wardlow stated that he did - for example the footer. Chairman Castellanos asked Mr. Wardlow if his clients were aware no architect or engineer had been engaged and he responded that yes, they were aware that he had done the drawings himself. Member Marotte asked Mr. Wardlow if he was able to pick up the permit without engineered drawings. Mr. Wardlow said yes, it wasn't until final inspection that Inspector Ray wanted engineered drawings. He added that P.E. Jim Reynolds had spoken to Building Official Wampler about vents. Chairman Castellanos asked Mr. Wardlow again if he picked up permit with no sealed drawings and he responded in the affirmative. Brief discussion about the necessity of drawings for this type of structure and reminded Mr. Wardlow that there was an engineer on the Board. Chairman Castellanos restated that no final inspection was done and asked Mr. Wardlow if he received any payment for the shed? Mr. Wardlow said that the materials were paid for by the homeowner as it was being built. Chairman Castellanos asked if he was still contractor of record for this permit; Mr. Wardlow responded yes.

Permit 13-4783 for replacing 7 windows with impact windows; Chairman Castellanos asked Mr. Wardlow if he had drawings for the windows and he responded that he had the pressures and NOA's. Chairman Castellanos asked for the progress on that and Mr. Wardlow responded that he had discussed with the owner not doing the windows and sending the money to the other projects. He verified that no work was done under that

permit, but that he had not closed the permit. He said he had spoken to Building Official Wampler and was concerned that someone else was working using his permit. Brief discussion between Mr. Wardlow and Chairman Castellanos about picking up the permit; not performing the work, and the contractors medical problems and staffing problems. Mr. Wardlow said that homeowner just asked him to get walls up because of neighbor issues. Chairman Castellanos asked Mr. Wardlow if he received deposit for the windows and Mr. Wardlow said yes, but that it was redirected to the wall construction. Brief discussion regarding nature of wall and land clearing involved. Chairman Castellanos asked Officer Hernandez if he had photos of this area and Officer Hernandez said yes. Chairman Castellanos asked Mr. Wardlow if the wall was permitted as it was built and Mr. Wardlow said yes. Chairman Castellanos asked Mr. Wardlow to explain why he took the shed project on "at cost." He responded he felt bad about taking the project on and then not completing the big addition. Member Marotte asked him to verify that it was mutually agreed upon that the window and door project would not be completed but that the parquet floor and wall would be done and Mr. Wardlow replied in the affirmative except that the floors would be done later.

Permit 13-4784 for removal of 200 s.f. floor in foyer; frame interior close; demo interior partitions; frame new wall on opening to Florida room addition. Chairman Castellanos stated that you picked this permit up but nothing was completed, correct? Mr. Wardlow stated that he did part of the work in the foyer, but not the floor. Member Marotte asked if any inspections were done on this work and Mr. Wardlow said that none were required and added that he did the drawings for this part of the project himself, as well. Brief discussion between contractor and Member Marotte about permit being left open because of unfinished floor. Chairman Castellanos asked Mr. Wardlow how long he has been been a contractor and Mr. Wardlow responded, since 2006. Member Milelli asked Mr. Wardlow if he was friends with this client before the project began and Mr. Wardlow responded in the negative but stated that he attempted to appease the client by constructing the shed for storage and the fence because he felt badly that his company could not deliver as it should have. He added that he hadn't "disappeared" from the job and that he had not abandoned the job and that he had been out there on Christmas Eve because of frivolous complaints called by people in the City and in the County. Member Marotte asked Mr. Wardlow if he had things in writing between him and the client? Mr. Wardlow responded in the affirmative but said he had not brought those documents to the hearing.

Permit 13-5353 to construct 80 l.f. of 6' wood fence on west side of property. Mr. Wardlow stated that footers were inspected. Chairman Castellanos asked Mr. Wardlow if he did the drawings himself that Mr. Wardlow responded in the affirmative. Member Marotte asked Mr. Wardlow if the fence was complete and he responded in the affirmative, however Member Marotte pointed out that the permit was not closed and Mr. Wardlow said because some caps and trim needed to be installed first. Member Marotte asked who did the electrical wiring in the shed? Mr. Wardlow stated that Sean McCoy did the shed electrical and then in December reported him (Wardlow) to Code for someone living in the shed. Officer Hernandez was assigned that case as well and

contacted Mr. Wardlow about that issue. Mr. Wardlow stated that he had nothing to do with electrical being installed in the shed.

Chairman Castellanos asked the property owners to move to the microphone. Ron Sullivan and Paul Harding. Property Owner Harding stated that in August of last year we signed a contract to add a bathroom to the property, raise the roof in a bedroom, install impact windows and replace all doors. Contractor said it would take 6 weeks to receive windows. In December windows still not arrived and someone else stated that the money had been used for other projects. So decided to find other things for the \$10,000 deposit that wouldn't cost contractor much in materials. The shed was outside scope of original project and was materials only. Contractor told owner that all along he had been picking up permits. However a neighbor complained after work started and it was only then a permit (for the shed) was displayed on the property. Thought original funds were gone, so owner asked contractor to do 3 things; close out all permits, complete fence, bring wiring in house up to code. He agreed to do that within 7 days. However, 7 weeks later, the work was not done. We then filed complaint. The fence took over 6 weeks to build and pickets are already coming out of the track; inferior work; only held with 2 small finish nails each. Chairman Castellanos asked owner to reiterate that the shed was started without permit and he replied in the affirmative adding that he had emails from the contractor stating he was at Building Dept picking up permits "can we make footprint 2' shorter?" Member Marotte reminded property owners that the CEB has a narrow scope of duty: and are dealing with the abandonment issue only and asked specifically "Why are you saying that he abandoned the job?" Mr. Harding responded "How many months are we supposed to wait for the windows?" "It took me only 3 weeks to receive windows...we have no evidence he ever even ordered the windows. We contracted for \$9,000 PGT impact windows and doors; it took that much to buy half of those windows and then another \$2,000 to install them. We put that permit into our name and then hired a contractor to install them." Member Marotte asked if there was anything in the contract that specified order dates or completion dates. Mr. Harding said nothing except the email stating 6 weeks delivery time on the windows. Mr. Harding added that a variance will be necessary to add the bathroom and that no engineering work was done to initiate the project. "The \$10,000 disappeared; we were trying to figure out what to have him do for that amount, we had in writing he would do this within 7 days and it never was done. And I should mention there was a lot of electrical work and no permits were pulled for that." Member Marotte "He was just up here under oath and said he had nothing to do with the electrical work, are you saying that's not the case?" Mr. Harding "I think Leo (Officer Hernandez) took pictures of some of the electrical work that was done." Member Marotte "If there was electrical work that was done, he stated he had nothing to do with it...he didn't do it himself...he didn't hire anybody to do it." Mr. Harding "I had emails from him saying he was going to take care of it..he had the people come into our home and do the work." Member Marotte "So it's your position he had someone come into your house and do electrical work." Mr. Harding "Yes, absolutely." Member Marotte "No electrical permits was ever applied for or issued for the project." Member . Harding "We were told there was." Member Milleli "What about the shed, was there an existing roof that was built underneath, or..." Mr. Harding "It was a stand alone structure." "But the shed was totally separate from our original contract, and was paid outside of that contract."

Member Marotte “Have you initiated any type of civil suit against Mr. Wardlow?” Mr. Harding “We’re working with the state attorney’s office but he said something about litigation...I don’t know anything about that. Since he reneged on what he originally agreed to do I send a demand letter that we want a full refund. The 80’ fence is not \$10,000 worth. If you saw what he did to our foyer you’d be ashamed of yourself...you just couldn’t charge us anything. He put up some plywood on the outside and it’s not even attached...it’s 2 pieces of plywood and it’s not even attached in the center, it just wobbles around in the wind. ” Member Marotte: “I guess my question to you, do you think he’s doing shoddy work, would you even want him back to finish anything?” Mr. Harding “Not at this time.”

Chairman Castellanos: “OK, it’s my understanding that you did bring the contract that you signed with Mr. Wardlow?” Mr. Harding “Yes.” Chairman Castellanos: “Can we see them please.” Brief pause while contract is produced and perused. Chairman Castellanos stated that it is difficult to determine what was abandoned without legal excuse...it’s not specified.” Officer Hernandez “Every single permit, look at the permits, none have been called in for inspection or final. So the timeframe for work is over 6 months, like you stated, but not a single permit has been called in, and if he has, the inspection has not been passed. So there have been no finals for any of these permits...due to issues the Building Department can not do finals on any of these permits.” City Attorney Bridges “To answer your question, abandoned is not defined in this code, also I would advise the Board to focus on the scope of the work and on the abandonment and the completion or noncompletion versus quality, value...those sort of issues.

Brief discussion between various Board members and property owners regarding commencement of contract and length of time expired; also the unpermitted electrical work. Chairman Castellanos asked about the “bathroom” project but property owners said that was discussed but never took place.

Mr. Harding “We had 3 projects going on at one time, you would have thought the first thing that would have taken place was to order the windows.” Chairman Castellano pointed out that there was a contract with “2 or 3” projects but “we are dealing with ones that aren’t even on here.”

Continued discussion between members and owners.

Chairman Castellanos “Reading your contract here I see there were numerous items that should have been addressed by an engineer...should have had an electrical contractor...mechanical and electrical...it wasn’t mentioned here that it was to be provided. I’m surprised that you guys as clients would have signed.”

Mr. Harding “We didn’t know, we were new to Florida, I just retired...we thought by going with a Conch and a general contractor that we trusted he would let us know what we needed, so, our mistake, but out of ignorance. “

Chairman Castellanos “Ok, so you are aware that we can only deal with the contractor – what the penalties are, or maybe a continuance until he brings his documentation and defends himself. “

Chairman Castellanos “Ok Mr. Wardlow, as a contractor myself, I do see some deficiencies in your contract providing for your client, misleading...the Board will have to decide. It just seems like you promised to provide engineered drawings, roof trusses, it just seems to me like it would definitely involve an engineer, not just homemade drawings. “

Mr. Wardlow “ Well I didn’t do any drawings for that.”

Chairman Castellanos “Well you submitted drawings, you got permits!”

Mr. Wardlow “That was for other work. “

Chairman Castellanos “ Well it seems like all this work should have been signed off by an engineer. “

Mr. Wardlow “Well if the City accepts the drawing I’m not going to second guess the City, I asked them what I need, they told me, that’s what I provided. And I did not abandon those projects. “

Chairman Castellanos “If you started this project back in August and the permit was issued in November...it just seems like 7 months for a project that was taking a couple of months, that was a little prolonged. “

Member Marotte: “I think the bottom line here is we can’t look at anything other than the fact did we feel he abandoned the project, I think that should be our only focus, it shouldn’t be about drawings or what the homeowner said he did or didn’t do, the contract has no completion date so the only think I feel that I can personally base it on is what Officer Hernandez said; that permits have a 6-month life span as we all know. Mr. Wardlow did not do that; even if there were any issues there were permit extensions he could have done, so from that aspect, I want to say that he abandoned this project, just because he didn’t do whatever he needed to do for whatever reason, but from my interpretation of this section, he did abandon it, without a legal excuse. But I think that’s the least of this whole issue, I think from the beginning this was a cluster..that he should have bailed out of it, but in the proper way. I think maybe he was trying to be a nice guy, but it was sloppy from the beginning, and it’s still sloppy now. But the question we’re here to answer, is did you abandon the contract? They said you did it, you said you did, but the fact that you never got any inspections at all as far as finals goes, within that 6 month window leads me to say that you did abandon the contract. So I make a motion to find Mr. Wardlow deficient in abandonment of his contract. “

Second by Member Meilleli.

Member Marrote “ Letter of reprimand and administrative fee.” This needs to end up in civil court.

Discussion between members over fine.

First motion failed.

New motion by Member Acevedo for \$250 fine, letter of reprimand, administrative fee.

Second Member Marotte.

All in favor.

Member Marrote reiterated to Mr. Wardlow that this was the maximum penalty the Board could impose on a first violation and that if Wardlow Construction came before the CEB again the penalty could be harsher. Member Marrote also stated to the property owner that he hoped they learned a lesson about contracts.

Meeting adjourned.