

KENNY C. GUINN  
Governor

## STATE OF NEVADA

REPLY TO:

### MEMBERS

KIM W. GREGORY  
*Chairman*  
DOUG CARSON  
MARGARET CAVIN  
DENNIS K. JOHNSON  
RANDY SCHAEFER  
DEBORAH WINNINGHAM SHELTRA  
MICHAEL ZECH



## STATE CONTRACTORS' BOARD

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### MINUTES OF THE MEETING JUNE 20, 2000

The meeting of the State Contractors' Board was called to order by Chairman Kim Gregory at 8:35 a.m., Tuesday, June 20, 2000, State Contractors' Board, Las Vegas, Nevada. Exhibit A is the Meeting Agenda and Exhibit B is the Sign In Log.

#### BOARD MEMBERS PRESENT:

Mr. Kim Gregory - Chairman  
Mr. Doug Carson  
Ms. Margaret Cavin  
Mr. Randy Schaefer  
Ms. Deborah Sheltra  
Mr. Mike Zech

#### BOARD MEMBERS ABSENT:

Mr. Dennis Johnson

#### STAFF MEMBERS PRESENT:

Ms. Margi Grein, Executive Officer  
Mr. Robert Griffy, Legal Counsel (Haney, Woloson & Mullins)  
Mr. Dennis Haney, Legal Counsel (Haney, Woloson & Mullins)  
Mr. Hal Taylor, Legal Counsel  
Ms. Nancy Mathias, Licensing Administrator  
Mr. George Lyford, Director of Special Investigations Unit  
Mr. Rick Bertuzzi, Director of Investigations  
Ms. Pat Potter, Licensing Supervisor  
Ms. Doris Talley, License Management Assistant  
Ms. Lisa Bedsole, License Analyst  
Mr. Linc Dante', Investigator  
Mr. Bob Macke, Investigator  
Mr. Loyd Mead, Investigator  
Mr. Greg Mincheff, Investigator  
Mr. Ron Ramsey, Investigator  
Mr. Tom Tucker, Investigator  
Mr. Greg Welch, Investigator  
Ms. Betty Wills, Recording Secretary

#### OTHERS PRESENT:

Barbara Kulish, Court Reporters, CSR Associates of Nevada; Earl Barnett, Owner, Earl Barnett; Gary Franklin Levell, President, Gary's Plumbing Inc; Kevin Haug, SWAREN Business Manager, M K Heavy Civil; Bruce Hix, SWAREN Operations Manager, M K Heavy Civil; Robert Steffen, Manager/Member and Qualifier, Steffen Pools; Johnny Skirvin, Owner, Woodpecker Construction; Frank Sander, Partner, Big Dog Concrete; David Dahl, Owner, Cumulus Painting; Edward Sulitis, Owner, D & E Maintenance; Michael E. White,

Owner, White Diamond Incorporated; Jesse Oros, Owner, Ace Pump & Land Development; Gregory Michael Majeroff, President, Cascade Pools Inc, Keith Gregory, Legal Counsel: Cascade Pools Inc; Jeffrey Sylvester, Legal Counsel for Myrtice Savage and Robert Fable; Adam Segal, Attorney for several Employee Trust Funds, present as a private citizen; Myrtice Savage, Member, Concrete Systems LLC; Robert Michael Fabel: Member, Concrete Systems LLC; Owner, Commercial Concrete; and President, Fabel Concrete Inc.; Darcy Green, A C Houston Lumber Company; Bert Short, Vice President, Rainbow Custom Pools, and Owner, Rainbow Pool Construction; Mike White; Neal Davis, Davis Concrete; Mark Plon, Complainant; Denise Ronnow, South Central Pool Supply; Robert Kelley, Attorney for Bert Short; Dana Spencer Bray, III, Owner, Desert Breeze Heating & Cooling, and Faster Aire Services; Grant Cox, Chris Crane Company LLC; Gilbert Valdez, Complainant; Ranen N. Ghatak, President, United Solar Energy Inc.; Complainants: Lucinda and Carl Lopez, and Mr. and Mrs. Desbeins; Christopher Reed, United Solar Energy. Dawn Hooker, Attorney, for California Pools and Spas; Clark Coberly, Vice President, California Pools and Spas; Mike Yoder, Complainant; Robert Knott, Legal Counsel representing Southwest Colored Rock, Robert Earl Ford, President, Southwest Colored Rock; Cary Harned, Facilities Manager, Opportunity Village; and Danforth W. Davis, Grisham Consulting Services; Richard Hudgens, President, Hudgens Landscaping; Attorney Frank Toti, for Hudgens Landscaping; George Swartz, President, Horizon Communities; Attorney Frank Ellis representing the receiver of Horizon Communities; Brian DeFilippis; Blackhawk Construction Incorporated; Robert Vaccaro, Complainant; and Andrea and Joel Schmidt, Complainants.

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Ms. Grein stated that Linc Dante' and Ben Sample had posted the agenda in compliance with the open meeting law on June 14, 2000, at the Sawyer State Building, Clark County Library, and Las Vegas City Hall. Additionally, the agenda had been posted in each office of the Board, Las Vegas and Reno, and on the Board's Internet web site.

It was learned there were 22 items on the amended agenda, each item of an emergency nature. Additionally, item 5 of the regular agenda, License #39218, Alpha Development Corporation, was removed because the license had been surrendered on June 6, 2000.

**MS. SHELTRA MOVED TO HEAR THE AMENDED AGENDAS.**

**MR. CARSON SECONDED THE MOTION.**

**THE MOTION CARRIED.**

Mr. Gregory called for a motion to approve the minutes of June 6, 2000.

**MS. CAVIN MOVED TO APPROVE THE MINUTES OF JUNE 6, 2000.**

**MR. SCHAEFER SECONDED THE MOTION.**

**THE MOTION CARRIED.**

**ENFORCEMENT ADVISORY COMMITTEE**

Six enforcement advisory committee (EAC) meetings had been held on March 23, 2000. Dennis Nelson, Former Board Member, had served as the Board representative.

1. **CARPETMAX FLOORING CENTER** #42400A, Alvin J. Nassar, CEO

The matter concerned the Licensee's contracting out of scope on three projects. The committee's recommendation was that the Licensee pay an administrative penalty of \$12,000 to the Board; that a warning letter be placed in the license file; and the Licensee was to reimburse the Board its investigative costs of \$620.97. The

Licensee had accepted the settlement agreement and had paid all fines. Since meeting with the Enforcement Advisory Committee, the Licensee had advised the board it was closing its doors and was out of business.

2. **PRESTIGE GUNITE OF NEVADA LLC** #43967, Lee Roy Arthur Hess, Member

The EAC committee was recommending an administrative penalty of \$3,000, payable to the Board; that a warning letter be placed in the license file; and the Licensee was to reimburse the Board its investigative costs of \$715.19 for contracting beyond the scope of the license. The Licensee had accepted the settlement agreement and had paid all fines.

3. **NEVADA HEATING AIR CONDITIONING & PLUMBING INC** #34946A & 34910A, Ronnie Reid Robnett, President

The EAC committee was recommending an administrative penalty of \$6,000, payable to the Board; that a warning letter be placed in the license file; and the recovery of the investigative costs of \$740.63 for contracting with an unlicensed contractor. The Licensee had accepted the settlement agreement and had paid all fines.

4. **HARMON LTD.** #49887, E. J. Kelley, Vice President

The EAC committee was recommending an administrative penalty of \$5,000, payable to the Board; that a warning letter be placed in the license file; and the recovery of the investigative costs of \$816.07 for submitting a bid prior to licensure in the state of Nevada. The Licensee had accepted the settlement agreement and had paid all fines.

**ERIN P. MCADAMS ELECTRICAL SERVICES** #46182, Erin Patrick McAdams, Owner

The EAC committee was recommending an administrative penalty of \$4,000, payable to the Board. In addition, a warning letter was to be placed in the license file; it was mandatory that the Construction Management Survey to be taken within 90 days; and the Licensee was to reimburse the Board its investigative costs of \$651.69 for contracting beyond the scope of the license. The Licensee had accepted the settlement agreement and had paid all fines.

**A 1 FLOORING SERVICES INC.** #41891A, Keith A. Pickford, President

The EAC committee was recommending an administrative penalty of \$1,000, payable to the Board; that a warning letter be placed in the license file; and the recovery of the investigative costs of \$811.32 for acting in the capacity of a contractor under any license issued except in the name of the Licensee as set forth upon the license, specifically, aiding and abetting an unlicensed person, and unlawful advertising. The Licensee had accepted the settlement agreement and had paid all fines.

**MR. CARSON MOVED TO ACCEPT THE SIX SETTLEMENT AGREEMENTS.**

**MR. ZECH SECONDED THE MOTION.**

**THE MOTION CARRIED.**

**EXECUTIVE SESSION**

**CONSIDERATION OF PROCEDURES FOR NEW LICENSES ISSUED**

NSCB Investigator Linc Dante' informed the Board of his findings concerning new licenses and complaints received against those new licenses within the first year of issue. He suggested taking preventive measures by possibly putting the licenses on a probationary status. A discussion ensued wherein it was pointed out that it would be necessary to change the Nevada Revised Statute to allow for that provision. Mr. Gregory suggested flagging the license and bringing it before the Board.

### APPLICATIONS

The following motion closed the meeting to the public.

**MS. SHELTRA MOVED TO CLOSE THE MEETING TO THE PUBLIC.**

**MS. CAVIN SECONDED THE MOTION.**

**THE MOTION CARRIED.**

The meeting was then closed to the public pursuant to NRS 241.030 to discuss financial and other data, which is confidential under NRS 624.110 (2).

### EARL BARNETT (A8 – Seal/Stripe Asphaltic Surfaces) NEW APPLICATION, RECONSIDERATION

Earl Barnett, Owner, was present.

The application had been denied on April 18, 2000, for lack of financial responsibility. New financial information had not been provided.

The Board explained to Mr. Barnett the reason why the application had been denied. Personal indemnification was then explained to him.

Mr. Barnett stated he intended to prepare a new financial statement.

Ms. Mathias commented that there had been a case before the court against Mr. Barnett for contracting without a license. An investigation verified that the applicant had not paid the fine, although he had until July 3, 2000 to pay the fines in full.

The Board tabled the application for 60 days for resolution of the fine and for a new financial statement.

Reclassification of swimming pool plumbing licenses.

Gary Franklin Levell, President of Garys Plumbing was present along with other license holders who were specifically designated for plumbing of swimming pools and spas.

Mr. Gregory explained the purpose of the reclassification was to standardize and make more appropriate those licensees who specialized in swimming pool plumbing only by reclassifying the plumbing portion of swimming pools and spas into two subclassifications of the C1, Plumbing, license classification. In the future, the plumbing of a swimming pool and spa would be performed under the C1D subclassification, limited to pool and spa piping only; and gas lines would be performed under the C1H subclassification, gas lines limited to, and in connection with swimming pools. The licensees would be classified as C1(d), Plumbing, and C1(h), Pipes and Vents for Gas, limited to pools and spas only.

### M K HEAVY CIVIL #19814 (A – General Engineering) EXTENSION TO REPLACE QUALIFIER

Kevin Haug, SWAREN Business Manager, and Bruce Hix, SWAREN Operations Manager, were present. They were notified that the extension to replace the qualifier had been

approved.

**STEFFEN POOLS** (A10 – Commercial & Residential Pools) NEW APPLICATION, RECONSIDERATION

Robert Steffen, Manager/Member and Qualifier, was present.

The license application had been denied on February 23, 2000 and on April 18, 2000 for lack of financial responsibility. New financial information had been provided.

In discussion of the \$100,000 limit request, Mr. Steffen agreed \$50,000 would be adequate.

**MR. CARSON MOVED TO APPROVE THE LICENSE APPLICATION WITH A LIMIT OF \$50,000 AND A \$30,000 BOND, WITH A FINANCIAL REVIEW UPON RENEWAL.**

**MS. CAVIN SECONDED THE MOTION.**

**THE MOTION CARRIED.**

**WOODPECKER CONSTRUCTION** (B2 – Residential & Small Commercial) NEW APPLICATION, RECONSIDERATION

Johnny Skirvin, Owner, was present.

The license application had been tabled on May 9, 2000 for 60 days for new financial information. The information had been provided.

Mr. Skirvin stated that he intended to perform residential work for owner/builders. He worked nights for the Riviera Hotel, and had already built spec homes for himself. He said he already had a loan to build his next house.

**MR. ZECH MOVED TO APPROVE THE LICENSE APPLICATION WITH A LIMIT OF \$250,000 AND A \$20,000 BOND, WITH A FINANCIAL REVIEW UPON RENEWAL.**

**MS. CAVIN SECONDED THE MOTION.**

**THE MOTION CARRIED.**

**BIG DOG CONCRETE** (C5 – Concrete Contracting) NEW APPLICATION

Frank Sander, Partner, was present. He was notified the license application had been approved with a license limit of \$25,000 and a \$5,000 bond.

**CUMULUS PAINTING** (C4 – Painting & Decorating) NEW APPLICATION

David Dahl, Owner, was present.

Personal indemnification was explained to Mr. Dahl who, thereafter, explained what type of work he intended to do with the license.

The Board approved the license application with a license limit of \$5,000 and a \$1,000 bond, with a financial review upon renewal.

**D & E MAINTENANCE** (C2 – Electrical Contracting) NEW APPLICATION

Edward Sulitis, Owner, was present. He detailed what type of work he intended to do.

Personal indemnification was explained to Mr. Sulitis.

The license application was tabled for 60 days for new financial information.

**LEGACY CONSTRUCTION ENTERPRISES** (A12 – Excavate Grade Trench Surface)  
**NEW APPLICATION**

Andy Kay, Owner, was present. He was notified the license application had been approved with a limit of \$750,000 and a \$15,000 bond.

**CALIFORNIA SAFEWORKS LIMITED PARTNERSHIP** (C24 – Erecting Scaffolds & Bleachers) **NEW APPLICATION**

Wally Bain, Qualified Employee, was present. He was notified the license application had been approved with an unlimited license amount and \$50,000 bond, contingent upon Mr. Bain resigning from license number 49716 and receipt of all documents requested by staff.

**STRUCTURES INC** (C1D – Plumbing) **NEW APPLICATION, NAME SIMILARITY**

Clinton Yost, Treasurer, was present. He was notified the license application had been approved with a limit of \$3 million and a \$30,000 bond, no name change required.

**TOH – TOH FLOORING** (C16D – Carpet Laying) **NEW APPLICATION**

Debbie Asgeirsson, President was present. She was notified the license application had been approved with a limit of \$10,000 and a \$2,000 bond.

**NORTH AMERICAN FOUNDATIONS INC #45815** (A22 – Designated for Mobile Home Permanent Structures) **RENEWAL OF EXPIRED LICENSE**

Mike Green, Vice President, was present. He was notified that the renewal application had been approved.

**WHITE DIAMOND INCORPORATED** (C4A, C, E – Painting; Taping & Finishing; Drywall) **NEW APPLICATION, RECONSIDERATION**

**WHITE DIAMOND INCORPORATED** (C3 – Carpentry) **NEW APPLICATION, RECONSIDERATION**

Michael E. White, Owner, was present.

The two license applications had been denied on December 21, 2000, for lack of financial responsibility, and good character.

A financial discussion ensued.

Mr. White explained what type of work he intended to do. He said he worked for the City of Las Vegas and he intended to do so until he grew the business.

Discussion then focused on the primary type of work Mr. White would be doing and his background, which Mr. White said was now behind him. He had been clean since the 80's.

**MR. CARSON MOVED TO APPROVE THE C4A, C, E LICENSE WITH A LIMIT OF \$15,000 AND A \$2,000 BOND, A BID LETTER, AND A FINANCIAL REVIEW UPON RENEWAL; AND TO DENY THE C3 LICENSE APPLICATION.**

**MS. CAVIN SECONDED THE MOTION.**

**THE MOTION CARRIED.**

**ACE PUMP & LAND DEVELOPMENT** (A7, 15, 19A – Excavating & Grading; Sewers, Drains & Pipes; Pipeline & Conduits for Water) NEW APPLICATION, RECONSIDERATION

**ACE PUMP & LAND DEVELOPMENT** (C23 – Drilling Wells & Install Pumps) NEW APPLICATION, RECONSIDERATION

Jesse Oros, Owner, was present.

The two license applications had been tabled on April 18, 2000, for 90 days to provide new financial information. The applicant had sent a waiver requesting the financial statement request be set aside.

A financial discussion ensued wherein Mr. Oros pointed out that the last financial statement cost \$3,500 to prepare. He said the only outstanding debt he had was house and truck payments.

**MR. CARSON MOVED TO TABLE THE LICENSE APPLICATION FOR A NEW COMPILED FINANCIAL STATEMENT.**

**MS. SHELTRA SECONDED THE MOTION.**

**THE MOTION CARRIED.**

Review of the remaining applications was postponed to accommodate the rest of the agenda.

**MS. CAVIN MOVED TO REOPEN THE HEARING TO THE PUBLIC.**

**MR. ZECH SECONDED THE MOTION.**

**THE MOTION CARRIED.**

### **APPLICATION HEARINGS**

#### **ALPHA DEVELOPMENT CORPORATION** - APPLICATION HEARING

License surrendered on June 6, 2000.

#### **STRESSCON INC** - APPLICATION HEARING

Bruce A. Campbell, President, was not present. Neither legal counsel nor anyone else was present to represent the Licensee.

The hearing notice was entered into the record as EXHIBIT 1.

Lisa Bedsole, License Analyst, was sworn in.

Mr. Taylor stated that the Board had denied the request for bond cancellation on February 23, 2000, for lack of financial responsibility and failure to supply documents to establish financial responsibility. Thereafter, as of April 30, 2000, the expiration date, the license was not renewed and there had been no attempt to renew the license.

The general consensus of the Board was to condition any future renewal upon receipt of a current financial statement.

#### **JIM SHRYOCK CONSTRUCTION** - APPLICATION HEARING

James Franklin Shryock, Owner, was not present. Neither legal counsel nor anyone else was present to represent the Licensee.

Doris Talley, License Management Assistant, was sworn in.

The notice of hearing and complaint was entered into the record as EXHIBIT 1.

Mr. Taylor questioned Ms. Talley who testified that a California contractor's license had been suspended on September 2, 1988. Subsequently, it had been revoked on February 2, 1990, for the issues listed in the complaint. The financial statement did not demonstrate availability of sufficient working capital for the operation of a contracting business. A Chapter 13 bankruptcy had been filed, which had been discharged in 1998. Additionally, evidence had been received from the California State Contractors' Board that there had been a claim paid by the surety bond. Question 5 of the license application had been answered to the contrary. A current financial statement had been requested but had not been received.

The evidentiary was closed.

**MR. CARSON MOVED TO DENY THE LICENSE APPLICATION FOR LACK OF FINANCIAL RESPONSIBILITY AND MISREPRESENTATION.**

**MS. CAVIN SECONDED THE MOTION.**

**THE MOTION CARRIED.**

### SUMMARY SUSPENSIONS

#### CASCADE POOLS INC #32065 - SUMMARY SUSPENSION

Gregory Michael Majeroff, President, Cascade Pools Inc, was present with legal counsel, Keith Gregory.

Mr. Lyford, Director, Special Investigations, stated an investigation had been conducted in regard to Cascade Pools for approximately one year. There were currently eight workmanship complaints, 13 industry regulation (IR) complaints consisting primarily of pool regulation violations, and 1 criminal complaint. Mr. Lyford said that it was his belief that the criminal complaint was a continuing criminal activity, and that citizens were being harmed.

Attorney Gregory provided the Board with the information that of the 8 workmanship complaints, 7 had been resolved. He said he had letters from the homeowners requesting that those complaints be withdrawn. Attorney Gregory believed the 13 IR complaints arose from old contracts that the Licensee had voluntarily provided to the Board. The contracts had since been corrected, and it was his understanding from NSCB Investigator Greg Welsh that his client was no longer violating those regulations. Attorney Gregory then spoke to Mr. Majeroff's mortgage company and its current standing with the Commissioner of Financial Affairs, which was that it was in compliance. There were no complaints that had been filed by the District Attorney. Attorney Gregory stated that there was no evidence showing that the public health, safety, and welfare was in jeopardy.

More discussion followed regarding the workmanship complaints, the IR's, the criminal complaint, and Mr. Majeroff's mortgage company.

Mr. Welsh testified that the current contracts were in compliance. But Mr. Welsh added that the board office had received over 20 phone calls requesting complaint forms. The latest involved a lien that was placed on a home by a subcontractor on a pool that had been completed. The complainant had supplied Mr. Welsh with a list of subcontractors. This subcontractor who filed the lien was not on the list.

A current financial statement had been requested and had been received. But Mr. Lyford pointed out that there were other documents he had requested that had not been received. Attorney Gregory was asked to provide those documents.

**MS. SHELTRA MOVED TO TABLE THE SUMMARY SUSPENSION UNTIL MONDAY, JUNE 26, 2000, WHEN ALL REQUESTED DOCUMENTS IN THE BOARD'S LETTER OF APRIL 2, 2000, WERE TO BE PROVIDED TO THE BOARD IN FULL, OR THE LICENSE WAS TO BE PLACED ON SUMMARY SUSPENSION.**

**MR. SCHAEFER SECONDED THE MOTION.**

**THE MOTION CARRIED.**

**RAINBOW HOMES #36609 - SUMMARY SUSPENSION**

Victor De Blasio, President, was not present. Neither legal counsel nor anyone else was present to represent the Licensee.

George Lyford, Director, Special Investigations, was sworn in. He provided the Board with the information the Mr. De Blasio did not appear at the last Reno hearing on June 6, 2000. Since then, Frank Torres, Deputy Director of Investigations, Reno, had been unable to locate Mr. De Blasio.

Mr. Taylor then established the basis for the summary suspension based on the testimony provided in the Reno hearing.

The evidentiary was closed.

**MR. ZECH MOVED TO SUMMARILY SUSPEND LICENSE #36609, RAINBOW HOMES, AS PER THE TESTIMONY GIVEN BOTH IN RENO AND ON THIS DAY IN LAS VEGAS.**

**MS. SHELTRA SECONDED THE MOTION.**

**THE MOTION CARRIED.**

**DISCIPLINARY HEARINGS**

**MILLARD REALTY & CONSTRUCTION COMPANY #7213 - STAFF UPDATE**

**GARRETSON-FURGERSON CONSTRUCTION INC #24487 – STAFF UPDATE**

Gordon Henry Millard, Partner, Millard Realty & Construction Company, and Ed Pascale Furgerson, President, Garretson-Furgerson Construction Inc., were not present. Neither was legal counsel or anyone else present to represent the Licensee.

Mr. Lyford provided the Board with a staff report. A meeting occurred at the Rinaldo's residence on June 9, 2000. The Licensee had agreed to a series of 14 repairs. Since the Rinaldo's had been on vacation until this day, the Licensee had not been able to get into the residence to perform the repairs.

Mr. Taylor provided additional information, saying the proposals for the fixes appeared to be acceptable and repairable.

The hearing was continued to the next Reno meeting on July 11, 2000.

**COMMERCIAL CONCRETE #44189 - DISCIPLINARY HEARING**

**FABEL CONCRETE INC #36575A - DISCIPLINARY HEARING****CONCRETE SYSTEMS LLC #48567 - DISCIPLINARY HEARING**

The notice of hearing and complaint, dated March 13, 2000 and consisting of pages 1-31, had been sent certified mail. The return receipt was dated March 15, 2000.

The notice of continued hearing dated April 14, 2000, had been sent certified mail. The return receipt was dated April 17, 2000.

The hearing was for possible violation of NRS 624.3013 (5) as set forth in NAC 624.700 (3) (b), failure in any material respect to comply with the provisions of this chapter or the regulations of the board; NRS 624.3013 (3), failure to establish financial responsibility pursuant to NRS 624.220 and 624.260 to 624.265, inclusive, at the time of renewal of the license or at any other time when required by the board; and NRS 624.3018 (2), the performance by any partnership, corporation, firm or association of any act or omission constituting a cause for disciplinary action likewise constitutes a cause for disciplinary action against any licensee who is a member, officer, director or associate of such partnership, corporation, firm or association, and who participated in such prohibited act or omission.

Jeffrey Sylvester, Legal Counsel for Myrtice Savage and Robert Fable, was identified.

Adam Segal, Attorney for several Employee Trust Funds, was present as a private citizen; Myrtice Savage, Member, Concrete Systems LLC; Robert Michael Fabel: Member, Concrete Systems LLC; Owner, Commercial Concrete; and President, Fabel Concrete Inc.; NSCB Investigators: Greg Mincheff, Linc Dan Dante'; and Darcy Green, A C Houston Lumber Company, were sworn in.

Mr. Zech abstained.

The hearing file was entered into the record a EXHIBIT 1.

Mr. Taylor stated that Mr. Segal had just brought certain matters to the Board's attention that might provide a basis for a summary suspension, separate and apart from the hearing itself.

It was learned that Concrete Systems LLC was active. Fabel Concrete Inc. was inactive, not renewed as of November 30, 1999, and Commercial Concrete was suspended for no bond as of March 21, 2000.

Mr. Sylvester waived the formal reading of the charges, and the stipulation was signed. He next objected to having Mr. Segal present any other evidence to the Board without having received written or any other type of notice that Mr. Segal was going to be present to discuss matters outside of the scope of the complaint.

Based upon Mr. Segal's information coming to Board staff's attention the morning of the hearing, Mr. Sylvester's objection was overruled.

Mr. Segal stated he represented the Employee Benefit Trust Fund, which was cosponsored by several unions. They had been in an ongoing battle with Mr. Fable regarding his various business ventures that had started several years ago, in an effort to collect unpaid employee benefit contributions. He then provided the Board with the details.

Mr. Gregory questioned if a financial statement had been received for any of the licenses that had been charged. Mr. Dante' stated a financial statement had been requested, but the request had not been complied with.

Mr. Sylvester stated he was not aware of any financial statement request for Concrete Systems LLC, and there was no charging allegation against the license. The license did not exist at the time of Mr. Segal's complaint.

The notice of hearing was entered into the record as EXHIBIT 1.

Mr. Mincheff testified that an administrative meeting had been held regarding Armor Reinforcing Steel complaint. A letter had been sent to both Respondents, but no one attended the meeting. Documents to establish financial responsibility had been requested on October 20, 1999.

Mr. Dante' said a total of 4 separate requests had been sent, none of which had been complied with. The dates were May 25, September 21, October 19, and October 20, 1999.

Mr. Taylor pointed out that a Chapter 11 Bankruptcy action had been filed in the middle of the complaint activity, which was another reason for requesting financial information.

Under questioning by Mr. Sylvester, Mr. Dante' testified he did not request financial documentation of Myrtice Savage as the owner of Concrete Systems LLC. Mr. Dante' also confirmed there were no complaints against the license. More questioning of Mr. Dante' followed by Mr. Sylvester regarding the bankruptcy.

Mr. Sylvester said Mr. Fable was a 25% unit holder of the LLC. The license had been acquired with the financial statement of Myrtice Savage. Additionally, Concrete Systems LLC was not a union contractor.

Mr. Sylvester next cross-examined Mr. Segal regarding the checks he had referenced earlier in his testimony. Mr. Segal alleged that an attempt had been made to use these checks to satisfy tax indebtedness rather than employee benefits.

Mr. Gregory recapped that there was an old license that expired in 1993; Fable Concrete expired in 1997; another Fable Concrete license expired in 1998; and Commercial Concrete expired in 2000. None of licenses had been renewed. There was now a new LLC. The only common link was that Robert Fable was a member of the LLC. The complaints were financial in nature and were covered by a Chapter 11 Bankruptcy, which had been converted to a Chapter 7 Bankruptcy, and it was currently in process.

Mr. Fable testified previous counsel had misinformed him. He had been told it was not necessary to provide the financial information due to shelter from the bankruptcy court. He apologized to the Board for not providing the financial information. He said he had been burnt to the tune of \$700,000 in casino work, which was well documented.

Mr. Gregory informed the members that Ms. Savage had indemnified Concrete Systems LLC, and there were financial resources available to support the limit. Mr. Fable was the qualified employee and a member of the LLC.

Mr. Fable next detailed what had occurred on the Las Vegas Hilton Star Trek Experience.

The evidentiary was closed.

**MR. CARSON MOVED TO FIND LICENSE #44189, COMMERCIAL CONCRETE, AND LICENSE #36575A, FABEL CONCRETE INC., IN VIOLATION OF ALL CHARGES.**

**MS. SHELTRA SECONDED THE MOTION.**

**THE MOTION CARRIED.**

**MR. CARSON MOVED TO REVOKE LICENSE #44189, COMMERCIAL CONCRETE, AND LICENSE #36575A, FABEL CONCRETE INC.**

**MS. SHELTRA SECONDED THE MOTION.**

**THE MOTION CARRIED.**

**MS. SHELTRA MOVED TO FIND MEMBER ROBERT MICHAEL FABLE IN VIOLATION OF NRS 624.3018 (2).**

**MR. CARSON SECONDED THE MOTION.**

**THE MOTION CARRIED.**

**MR. CARSON MOVED TO REQUIRE THE HOLDER OF LICENSE #48567, CONCRETE SYSTEMS LLC, TO REPLACE THE QUALIFIER, ROBERT MICHAEL FABLE, IN 90 DAYS OR THE LICENSE WAS TO BE AUTOMATICALLY SUSPENDED.**

**MS. SHELTRA SECONDED THE MOTION.**

**THE MOTION CARRIED.**

#### **RAINBOW CUSTOM POOLS #22427 - DISCIPLINARY HEARING**

#### **RAINBOW POOL CONSTRUCTION #44600 - DISCIPLINARY HEARING**

The notice of hearing and complaint, dated March 16, 2000 and consisting of pages 1-26, had been sent certified mail. The return receipt was dated March 21, 2000.

An amended complaint, dated April 19, 2000 and consisting of pages 1-28, had been sent certified mail. The return receipt was dated April 21, 2000.

The hearing was for possible violation of NRS 624.3012 (2), willful or deliberate failure by any licensee or agent or officer thereof to pay any money when due for any materials or services rendered in connection with his operations as a contractor, when he has the capacity to pay or when he has received sufficient money therefor; NRS 624.3013 (3), failure to establish financial responsibility pursuant to NRS 624.220 and 624.260 to 624.265, inclusive, at the time of renewal of the license or at any other time when required by the board; NRS 624.3017 (1), workmanship which is not commensurate with standards of the trade in general or which is below the standards in the building or construction codes adopted by the city or county in which the work is performed; NRS 624.301 (4), willful failure or refusal without legal excuse on the part of a licensee as a contractor to prosecute a construction project or operation with reasonable diligence, thereby causing material injury to another; NRS 624.3013(5), as set forth in NAC 624.700(3)(a), NAC 624.693 and NAC 624.6958 (j) and (l), failure in any material respect to comply with the provisions of this chapter or the regulations of the board: if it appears from the investigation that a licensee may have violated the provisions of chapter 624 of NRS or these regulations, the executive officer may request the licensee to take appropriate corrective action, and informational form that a general building contractor is required to provide regarding mechanics' and materialmen's liens pursuant to paragraph (b) of subsection 3 of NRS 624.321 to the owner of a single-family residence with whom he has contracted, and a contractor shall ensure that each contract for the construction of a residential pool or spa that the contractor enters into contains the following, each of which must be printed in at least 10-point bold type: a statement that any additional work to be performed pursuant to the contract, whether or not pursuant to a change order, which will require the owner to pay additional money and any other change in the terms in the original contract must be agreed to in writing by the parties and incorporated into the original contract as a change order, and a notice, in close proximity to the signatures of the owner and the contractor, stating that the owner has the

right to request a bond for payment and performance; NRS 624.3016 (5), as set forth in NRS 597.719 (1) (h) and (i) and NRS 597.719 (2), failure to comply with NRS 597.713, 597.716 or 597.719 or any regulations of the board governing contracts for the construction of residential pools and spas; and NRS 624.3018 (2), the performance by any partnership, corporation, firm or association of any act or omission constituting a cause for disciplinary action likewise constitutes a cause for disciplinary action against any licensee who is a member, officer, director or associate of such partnership, corporation, firm or association, and who participated in such prohibited act or omission.

Bert Short, Vice President, Rainbow Custom Pools, and Owner, Rainbow Pool Construction; Mike White; Neal Davis, Davis Concrete; NSCB Investigator Bob Macke; Rick Bertuzzi, Director of Investigations; Mark Plon, Complainant; Denise Ronnow, South Central Pool Supply;

Robert Kelley, Attorney for Bert Short, was identified. Mr. Kelley waived the formal reading of the charges.

The hearing notice was entered into the record as EXHIBIT 1.

Mr. Taylor explained that there were two entities. Counsel had provided an answer relating to Mr. Short's involvement. There were two money-owing complaints, failure to establish financial responsibility; and there was a letter on page 28 of the hearing notice indicating that on December 1, 1998, Rainbow Custom Pools, with Daniel Joseph Hunsaker, President, ceased operations. There were workmanship complaints, failure to comply with the terms of the contract; notices to correct; and pool regulation notices.

Ms. Ronnow testified that South Central Pool Supply was owed \$40,616.24. The amount was still outstanding. She said her dealings had been with Bert Short.

Mr. Bertuzzi testified that a letter requesting documents to establish financial responsibility had been sent. No response to the request had been received, other than the letter indicating the company had gone out of business.

Mr. Plon testified that on October 27, 1997, he had entered into a contract for the construction of a swimming pool at his residence. The total contract price was \$26,200. A total of \$22,200 had been paid. The stamped decking was not uniform in color as called for on the contract. There had been no efforts to correct.

Investigator Macke provided photographs taken on March 28, 2000. They were entered into the record as EXHIBIT 2. Mr. Macke testified that a notice to correct had been sent, but there had been no compliance to the notice.

Mr. Davis testified that he had performed work at the Plon residence. There was a lien against the Plon residence of \$6,377.70. The outstanding amount had not been paid.

Mr. Kelley then cross-examined Ms. Ronnow. It was learned that South Central Pool Supply had filed a lawsuit on the debt, but neither Mr. Short, nor his company, was a part of the lawsuit. Ms. Ronnow next described the attempt Mr. Short made to make arrangements with South Central Pool Supply for payment.

Mr. Kelley next turned his attention to Mr. Macke and asked to whom the request for financial documentation had been made. Mr. Macke said the request had been sent to Daniel Hunsaker of Rainbow Pools. A request had not been sent to Rainbow Pool Construction or to Bert Short. More questioning followed regarding the Plon complaint.

Under questioning by Mr. Kelley, Mr. Plon testified that he had entered into a pool contract with Rainbow Custom Pools, not with Rainbow Pool Construction. Mr. Plon then described what steps had been taken to correct the workmanship issue; a lawsuit that had been filed

by Davis Concrete against him; and what had been offered by Davis Concrete and Mr. Short.

Mr. Short testified that he was the Sales Manager and Vice President for Rainbow Custom Pools. He did not own stock or share in the profits of the company. In 1997 Mr. Hunsaker had told Mr. Short that he was going to close the business. Subsequently, Mr. Short attempted to finish up the contracts and to get everyone paid. He acquired his own license under the name of Rainbow Pool Construction. He had no contract with Mr. Plon or South Central Pool Supply, although he did try to pay off the debts owed by Rainbow Custom Pools.

Mr. Gregory pointed out Mr. Short was named on the license and was therefore liable. Two issues had not been resolved, a money-owing complaint and a workmanship issue.

Mr. Short then detailed what he tried to do to resolve the Plon issue.

Mr. Davis testified it was the pool cover contractor that messed up the deck.

The evidentiary was closed.

**MR. ZECH MOVED TO FIND LICENSE #22427, RAINBOW CUSTOM POOLS, IN VIOLATION OF THE FIRST CAUSE OF ACTION.**

**MS. SHELTRA SECONDED THE MOTION.**

**THE MOTION CARRIED.**

**MR. ZECH MOVED TO FIND LICENSE #22427, RAINBOW CUSTOM POOLS, IN VIOLATION OF NRS 624.3013 (3).**

**MS CAVIN SECONDED THE MOTION.**

**THE MOTION CARRIED.**

**MR. ZECH MOVED TO FIND LICENSE #22427, RAINBOW CUSTOM POOLS, IN VIOLATION OF NRS 624.3017 (1).**

**MR. CARSON SECONDED THE MOTION.**

**THE MOTION CARRIED.**

**MR. ZECH MOVED TO FIND LICENSE #22427, RAINBOW CUSTOM POOLS, IN VIOLATION OF NRS 624.301 (4).**

**MS. SHELTRA SECONDED THE MOTION.**

**THE MOTION CARRIED.**

**MR. ZECH MOVED TO DISMISS NRS 624.3013 (5) AGAINST LICENSE #22427, RAINBOW CUSTOM POOLS.**

**MR. CARSON SECONDED THE MOTION.**

**THE MOTION CARRIED. (MS. SHELTRA WAS OPPOSED)**

**MR. ZECH MOVED TO DISMISS NRS 624.3012 (2) AGAINST LICENSE #22427, RAINBOW CUSTOM POOLS.**

**MS. CAVIN SECONDED THE MOTION.**

**THE MOTION CARRIED. (MS. SHELTRA WAS OPPOSED)**

**MR. ZECH MOVED TO FIND LICENSE #22427, RAINBOW CUSTOM POOLS, IN VIOLATION OF THE SEVENTH AND EIGHTH CAUSE OF ACTION.**

**MS. SHELTRA SECONDED THE MOTION.**

**THE MOTION CARRIED.**

**MR. ZECH MOVED TO DISMISS NRS 624.3018 (2) AGAINST LICENSE #22427, RAINBOW CUSTOM POOLS.**

**MS. CAVIN SECONDED THE MOTION.**

**THE MOTION CARRIED. (MS. SHELTRA WAS OPPOSED)**

Penalty phase.

**MR. ZECH MOVED TO REVOKE LICENSE #22427, RAINBOW CUSTOM POOLS.**

**MS. CAVIN SECONDED THE MOTION.**

**THE MOTION CARRIED.**

**MARTIN HARRIS CONSTRUCTION #13982, #26177, and #26178 - DISCIPLINARY HEARING**

**M & H BUILDING SPECIALTIES INC #15400 and #41010 - DISCIPLINARY HEARING  
Frank Eugene Martin, President**

The matter having been settled, Ms. Grein requested that the case be dismissed.

**MR. ZECH MOVED TO DISMISS THE CHARGES AGAINST LICENSE #13982, #26177, AND #26178, MARTIN HARRIS CONSTRUCTION, AND LICENSE #15400 AND #41010, M & H BUILDING SPECIAL TIES INC., DUE TO THE RESOLUTION OF THE PROBLEMS AS STATED IN A LETTER SUBMITTED BY THE COMPLAINANT.**

**MS. CAVIN SECONDED THE MOTION.**

**THE MOTION CARRIED.**

The following motion closed the meeting to the public.

**MR. CARSON MOVED TO CLOSE THE MEETING TO THE PUBLIC.**

**MS. CAVIN SECONDED THE MOTION.**

**THE MOTION CARRIED.**

The meeting was then closed to the public pursuant to NRS 241.030 to enter into Executive Session to discuss unfinished business pertaining to investigations, which is confidential under NRS 624.110 (2).

**MR. ZECH MOVED TO REOPEN THE MEETING TO THE PUBLIC.**

**MS. CAVIN SECONDED THE MOTION.**

**THE MOTION CARRIED.****DISCIPLINARY HEARINGS****DESERT BREEZE HEATING & COOLING #43618 - DISCIPLINARY HEARING****FASTER AIRE SERVICES #48253 - DISCIPLINARY HEARING**

The notice of hearing and complaint, dated May 12 and consisting of pages 1-42, had been sent certified mail. The return receipt was dated May 30, 2000.

An amended complaint, dated May 30, 2000 and consisting of pages 1-16, had been sent certified mail. The return receipt was dated June 7, 2000.

The hearing was for possible violation of NRS 624.301 (4), willful failure or refusal without legal excuse on the part of a licensee as a contractor to prosecute a construction project or operation with reasonable diligence, thereby causing material injury to another; NRS 624.302 (5), failure or refusal to respond to a written request from the board or its designee to cooperate in the investigation of a complaint; NRS 624.301 (2), abandonment of a construction project when the percentage of the project completed is less than the percentage of the total price of the contract paid to the contractor at the time of abandonment, unless the contractor is entitled to retain the amount paid pursuant to the terms of the contract or the contractor refunds the excessive amount paid within 30 days after the abandonment of the project; NRS 624.3015 (1), acting in the capacity of a contractor beyond the scope of the license; NRS 624.3012 (2), willful or deliberate failure by any licensee or agent or officer thereof to pay any money when due for any materials or services rendered in connection with his operations as a contractor, when he has the capacity to pay or when he has received sufficient money therefor; NRS 624.3011 (1) (a), willful and prejudicial departure from or disregard of plans or specifications in any material respect without the consent of the owner or his authorized representative and the person entitled to have the particular construction project or operation completed in accordance with the plans and specifications; NRS 624.3016 (1), any fraudulent or deceitful act committed in the capacity of a contractor; NRS 624.3013 (5), as set forth in NAC 624.640 (5), and NAC 624.700 (3) (a), failure in any material respect to comply with the provisions of this chapter or the regulations of the board by failing to comply with the order to correct, and each licensee shall include in all bids he submits or contracts he enters into for construction work within this state, the number of his license and monetary limit placed upon his license; NRS 624.3018 (2), the performance by any partnership, corporation, firm or association of any act or omission constituting a cause for disciplinary action likewise constitutes a cause for disciplinary action against any licensee who is a member, officer, director or associate of such partnership, corporation, firm or association, and who participated in such prohibited act or omission.

Dana Spencer Bray, III, Owner, Desert Breeze Heating & Cooling, and Faster Aire Services; NSCB Investigators Greg Welsh, Bob Macke, and Loyd Mead; Grant Cox, Chris Crane Company LLC; and Gilbert Valdez, Complainant, were sworn in.

The formal reading of the charges was waived, and the stipulation was signed.

Mr. Taylor stated that the status of the Desert Breeze license was suspended by Board action as of March 29, 2000. The status of Faster Aire was active. On May 9, 2000 the Board had denied renewal of the license for pending complaints and failure to address the Bartholomew project as required by previous order of the Board. Mr. Taylor then recapped the current complaints being addressed, adding that the sixth cause of action would not be pursued.

The hearing notices were entered into the record as EXHIBIT 1.

Mr. Valdez testified that he had entered into a contract with the Licensee for installation of a heat pump at his residence. The total contract price was \$2,075.00. The full amount of the contract had been paid. The contract included a 6-year warranty for parts and a 2-year warranty for labor. The contract also provided for service check-ups. In October of 1999, Mr. Valdez found that the unit was not heating. The Licensee was informed but no one responded to make the repairs. Mr. Valdez had to repair the unit himself to provide heat during the winter.

Mr. Bray responded that he installed a heat pump, air conditioning system in response to a newspaper ad. It had been fully installed, and it had been checked for cooling operation. It could not be checked for heating operation because the thermostat that was in place was for a straight cool system. Mr. Bray stated he told Mr. Valdez he would need a heat pump thermostat, but he refused, indicating he would install one himself. Mr. Bray admitted Mr. Valdez had contacted him several times but Mr. Valdez had been told that a heat pump thermostat was not included in the special he had responded to. He would have to pay extra for it. Mr. Bray said that due to a problem in November with his phones, Mr. Valdez had not been able to get in touch with him. Mr. Bray asserted that the unit was operational but it didn't work, because Mr. Valdez did not purchase a heat pump thermostat.

Mr. Bray, reading from the invoice, described what Mr. Valdez had purchased.

Mr. Macke testified that an on-site meeting had been noticed for February 7, 2000, but no one from Desert Breeze attended the meeting. Mr. Bray said he never received the notice. Mr. Macke countered the letter had not been returned. It had been sent by regular mail.

Investigator Mead testified to the Rohman complaint. He said the Rohman's had entered into a contract for a roof mount HVAC unit, including new gas piping. The total contract price was \$2,300. The project was approximately 80% complete when the Licensee abandoned the project. At that time, the Rohmans had paid the entire amount of the contract. The Licensee had installed the gas piping without a permit and an inspection.

Mr. Bray stated that the homeowner had installed the pipe himself. Mr. Bray then explained what had occurred. He said he didn't abandon the project. He was waiting for the Rohman's to contact him when they were ready to install the gas heater, and when they did, he called the plumber to do the gas lines. He said he hired Pro Serve Plumbing, and paid the bill in full.

Discussion next focused on the check Ms. Rohman wrote to Pro Serve.

Mr. Cox testified he had performed hoist equipment on the roofs of six different structures, for a total of \$697.50. Several discussions with the Licensee had taken place regarding the outstanding amount.

Mr. Bray said he did not pay the bill because of a discrepancy. He agreed he owed Chris Crane \$75 per bill.

Mr. Mead testified to the Ayers complaint. On June 24, 1999, a contract had been entered into with the Licensee for repair of the HVAC system at their residence. The contract amount was \$590. The contract called for the Licensee to install an HVAC system. The circuit needed to be replaced because it was faulty. The Licensee bypassed the relay in the circuit board. As a result, the motor stalled and burned up. On June 25, 1999, the Licensee installed a new circuit board and a new air handler motor, but did not correctly wire the circuit board, and did not properly connect the overload safety switch.

Mr. Bray again detailed what work he had performed on the project. He said he had never contracted for a new HVAC unit or a new air handler. It was just a repair. Mr. Bray said he never received a call regarding the issue, only a complaint.

Mr. Mead said the Ayers tried to call but the phones were disconnected.

Mr. Taylor referenced the eighth cause of action, an order to complete work on the Bartholomew case, and asked Mr. Macke if the order had been taken care of. Mr. Macke replied no. No work had yet been performed.

Mr. Bray explained what happened with the Bartholomew issue.

Mr. Macke confirmed there had been a disagreement between the homeowner and the Licensee regarding the scope of work.

When asked if the fine had been paid, Mr. Bray said yes. He then made closing statements in his behalf.

Mr. Macke said a financial statement had been received on December 20, 1999.

The evidentiary was closed.

**MR. CARSON MOVED TO FIND LICENSE #43618, DESERT BREEZE HEATING & COOLING, IN VIOLATION OF THE FIRST CAUSE OF ACTION, NRS 624.301 (4).**

**MR. ZECH SECONDED THE MOTION.**

**THE MOTION CARRIED.**

**MR. CARSON MOVED TO FIND LICENSE #43618, DESERT BREEZE HEATING & COOLING, IN VIOLATION OF THE SECOND CAUSE OF ACTION, NRS 624.302 (5).**

**MR. ZECH SECONDED THE MOTION.**

**THE MOTION CARRIED.**

**MR. CARSON MOVED TO FIND LICENSE #43618, DESERT BREEZE HEATING & COOLING, IN VIOLATION OF THE THIRD CAUSE OF ACTION, NRS 624.301 (2).**

**MR. ZECH SECONDED THE MOTION.**

**THE MOTION CARRIED.**

**MR. CARSON MOVED TO FIND LICENSE #43618, DESERT BREEZE HEATING & COOLING, IN VIOLATION OF THE FOURTH CAUSE OF ACTION, NRS 624.3015 (1).**

**MR. ZECH SECONDED THE MOTION.**

**THE MOTION CARRIED.**

**MR. CARSON MOVED TO FIND LICENSE #43618, DESERT BREEZE HEATING & COOLING, IN VIOLATION OF THE FIFTH CAUSE OF ACTION, NRS 624.3012 (2).**

**MR. ZECH SECONDED THE MOTION.**

**THE MOTION CARRIED.**

MR. CARSON MOVED TO FIND LICENSE #43618, DESERT BREEZE HEATING & COOLING, IN VIOLATION OF THE FIFTH CAUSE OF ACTION, NRS 624.3011 (1) (A).

MS. SHELTRA SECONDED THE MOTION.

THE MOTION CARRIED.

MR. CARSON MOVED TO DISMISS THE SIXTH CAUSE OF ACTION AGAINST LICENSE #43618, DESERT BREEZE HEATING & COOLING.

MR. ZECH SECONDED THE MOTION.

THE MOTION CARRIED.

MR. CARSON MOVED TO FIND LICENSE #43618, DESERT BREEZE HEATING & COOLING, IN VIOLATION OF THE SEVENTH CAUSE OF ACTION, NRS 624.3013 (5).

MR. ZECH SECONDED THE MOTION.

THE MOTION CARRIED.

MR. CARSON MOVED TO FIND LICENSE #43618, DESERT BREEZE HEATING & COOLING, IN VIOLATION OF THE EIGHTH CAUSE OF ACTION, NRS 624.3013 (5).

MR. ZECH SECONDED THE MOTION.

THE MOTION CARRIED.

MR. CARSON MOVED TO FIND LICENSE #43618, DESERT BREEZE HEATING & COOLING, AND LICENSE #48253, FASTER AIRE SERVICES, IN VIOLATION OF THE NINTH CAUSE OF ACTION, NRS 624.3018 (2).

MS. SHELTRA SECONDED THE MOTION.

THE MOTION CARRIED.

Penalty phase.

MR. CARSON MOVED TO SUSPEND LICENSE #43618, DESERT BREEZE HEATING & COOLING, AND LICENSE #48253, FASTER AIRE SERVICES, FOR A PERIOD OF 60 DAYS DURING WHICH TIME RESTITUTION WAS TO BE MADE TO THE COMPLAINANTS; GILBERT VALDEZ, BY INSTALLATION OF A THERMOSTAT; CHRIS CRANE, PAYMENT OF THE OUTSTANDING BILL; AYERS/DECK, REPAYMENT OF APPROXIMATELY \$230; AND THE COMPLETION OF THE BARTHOLOMEW ISSUE; AND TO THE STATE CONTRACTORS' BOARD: THE RECOVERY OF ITS INVESTIGATIVE COSTS OF \$3,284.41. IF THE AFOREMENTIONED ITEMS WERE NOT ACCOMPLISHED WITHIN 60 DAYS, THE LICENSES WERE TO BE AUTOMATICALLY REVOKED.

MR. ZECH SECONDED THE MOTION.

THE MOTION CARRIED.

Mr. Macke was instructed that the Bartholomew issue was to be resolved around the original issues and the original intent of the proposal to provide whatever it was Mr. Bray

was supposed to provide. If that was not possible, Mr. Macke was to bring the matter back to the Board.

### UNITED SOLAR ENERGY INC #30600A and #43928 - DISCIPLINARY HEARING

The notice of hearing and complaint, dated May 9, 2000 and consisting of pages 1-40, had been sent certified mail. The return receipt was dated May 15, 2000.

The hearing was for possible violations of NRS 624.3011 (1) (b) (1), willful or deliberate disregard and violation of: the building laws of the state or of any political subdivision thereof; NRS 624.3017 (1), workmanship which is not commensurate with standards of the trade in general or which is below the standards in the building or construction codes adopted by the city or county in which the work is performed; NRS 624.3013 (5), as set forth in NAC 624.700 (3) (a) and NAC 624.640 (5); failure in any material respect to comply with the provisions of this chapter or the regulations of the board by failing to comply with the corrective order, and each licensee shall include in all bids he submits or contracts he enters into for construction work within this state, the number of his license and monetary limit placed upon his license; and NRS 624.3015 (1), acting in the capacity of a contractor under any license issued hereunder except in the name of the licensee as set forth upon the license, or as an employee of the licensee as set forth in the application for such license or as later changed pursuant to this chapter and the rules and regulations of the board.

Ranen N. Ghatak, President, United Solar Energy Inc.; Complainants: Lucinda and Carl Lopez, and Mr. and Mrs. Desbeins; NSCB Investigator Greg Welsh; and Christopher Reed, United Solar Energy.

Alan Lefebvre, Attorney for Ranen Ghatak was identified.

Mr. Zech disclosed he had business dealings with United Solar. There was no objection to Mr. Zech's participation.

Mr. Lefebvre waived the formal reading of the charges, stipulated to the seventh cause of action, and signed the stipulation.

The hearing notice was entered into the record as EXHIBIT 1.

Mr. Taylor stated the allegations. The status of the C37 license was suspended, not renewed as of April 30, 2000, and the C40 license designated for misting was active. Photographs were distributed and entered into the record as EXHIBIT 2.

NSCB Investigator Macke next explained what each photograph showed. Several notices to correct had been sent, but Mr. Macke said no corrective action had been taken since June 19, 2000. He validated the 4 workmanship items in the notice to correct. The building department had been contacted, and it was noted that a contradictory opinion had been received regarding whether or not the palapa itself required a permit. It was currently under advisement. A permit for the electrical work performed on the palapa had not been pulled. Mr. Welch had requested the name of the electrical contractor but to Mr. Macke's knowledge it had not been supplied.

Mr. Ghatek questioned Mr. Macke regarding photograph #19. Mr. Ghatek said the pipe was not PVC, it was copper and it had flashing.

Mr. Lopez testified that he had entered into contract on August 26, 1998 with the Licensee for a High Pressure Mist System and a Palapa, including electrical. The total contract price was \$5,550, of which \$1,425 had been paid. A second contract had been entered into for the installation of a Passive Solar Hot Water Heater System for a total contract price of \$2,400. That amount had been paid in full. Ms. Lopez then provided the details of the problems that had since been encountered.

Mr. Lefebvre then questioned the Mr. and Mrs. Lopez. A signed copy of the certificate of completion was entered into the record as EXHIBIT A. Mr. Lopez explained that it had been signed under pressure, and contained a comment that the work was not complete.

Mr. Lefebvre contended that the Lopez attorney had prohibited access onto the property to take corrective action.

Mr. Taylor referenced a letter dated June 13, 2000, Gonzalez and Solano, Attorneys representing Mr. and Mrs. Lopez. It represented that with proper disclosures, the Lopez's would allow licensed contractors onto the property to make repairs.

An estimate for repairs dated February 13, 2000, prepared by HAR-BRO Construction & Consulting Inc. was entered into the record as EXHIBIT 3.

Mr. Macke then validated several items. He stated that a Clark County Building Department correction notice had been issued regarding the complaints at the Lopez's. Mr. Macke said that if the misting system was used as an irrigation system, the Licensee would be outside the scope of his license.

Mr. Lefebvre spoke to the Desbeins complaint, indicating that a letter to Margi Grein had been provided, stating that Mr. Ghatak understood he had the right to install the pump under his C37 license, and that it was not a violation of his license. The letter was entered into the record as EXHIBIT 4. In regards to the workmanship issue, Mr. Lefebvre said the lawyer who had handled that matter, Chris Reed, was present and desired to enter his own exhibits.

Mr. Gregory clarified that the Board's inspector had validated the workmanship issues. The matter was not a matter for debate.

The packet of correspondence was then entered into evidence as EXHIBIT B, with explanation.

A discussion regarding the electrical contractor and the permits ensued.

Mr. Gregory pointed out that the installation of the palapa was out of scope with the C37 and C40 license, and that there was only one issue in contention. The ability to get onto the project.

Mr. Ghatak commented he could correct the matter in 10 days.

The evidentiary was closed.

**MR. SCHAEFER MOVED TO FIND LICENSE #30600A, UNITED SOLAR ENERGY INC, AND LICENSE #43928, UNITED SOLAR ENERGY INC, IN VIOLATION OF THE FIRST CAUSE OF ACTION, NRS 624.3011 (1) (C) (1)**

**MS. SHELTRA SECONDED THE MOTION.**

**THE MOTION CARRIED.**

**MR. SCHAEFER MOVED TO FIND LICENSE #30600A, UNITED SOLAR ENERGY INC, AND LICENSE #43928, UNITED SOLAR ENERGY INC, IN VIOLATION OF THE SECOND CAUSE OF ACTION, NRS 624.3017 (1).**

**MS. SHELTRA SECONDED THE MOTION.**

**THE MOTION CARRIED.**

MR. SCHAEFER MOVED TO FIND LICENSE #30600A, UNITED SOLAR ENERGY INC, AND LICENSE #43928, UNITED SOLAR ENERGY INC, IN VIOLATION OF THE THIRD CAUSE OF ACTION, NRS 624.3013 (5).

MS. SHELTRA SECONDED THE MOTION.

THE MOTION CARRIED.

MR. SCHAEFER MOVED TO FIND LICENSE #30600A, UNITED SOLAR ENERGY INC, AND LICENSE #43928, UNITED SOLAR ENERGY INC, IN VIOLATION OF THE FOURTH CAUSE OF ACTION, NRS 624.3011 (1) (B) (1).

MS. SHELTRA SECONDED THE MOTION.

THE MOTION CARRIED.

MR. SCHAEFER MOVED TO FIND LICENSE #30600A, UNITED SOLAR ENERGY INC, AND LICENSE #43928, UNITED SOLAR ENERGY INC, IN VIOLATION OF THE FIFTH CAUSE OF ACTION, NRS 624.3015 (1).

MS. SHELTRA SECONDED THE MOTION.

THE MOTION CARRIED.

MR. SCHAEFER MOVED TO FIND LICENSE #30600A, UNITED SOLAR ENERGY INC, AND LICENSE #43928, UNITED SOLAR ENERGY INC, IN VIOLATION OF THE SIXTH CAUSE OF ACTION, NRS 624.3015 (1).

MS. SHELTRA SECONDED THE MOTION.

THE MOTION CARRIED.

Penalty phase.

MS. SHELTRA MOVED TO IMPOSE AN ADMINISTRATIVE FINE OF \$1,000 PER CAUSE OF ACTION, AND TO RECOVER THE INVESTIGATIVE COSTS OF \$2,749.82, TO BE PAID WITHIN 30 DAYS OR THE LICENSE WAS TO BE AUTOMATICALLY SUSPENDED.

MR. SCHAEFER SECONDED THE MOTION.

THE MOTION CARRIED.

**CALIFORNIA POOLS AND SPAS** #19277 - DISCIPLINARY HEARING (Continued from

The notice of hearing and complaint was dated April 6, 2000 and consisting of pages 1-18, had been sent certified mail. The return receipt was dated April 11, 2000.

The notice of continued hearing dated May 31, 2000, had been sent certified mail. The return receipt was dated June 1, 2000.

The hearing was for possible violation of NRS 624.3017 (1), workmanship which is not commensurate with standards of the trade in general or which is below the standards in the building or construction codes adopted by the city or county in which the work is performed; NRS 624.3013 (5), as set forth in NAC 624.700 (3) (a), NAC 624.6958 (1), and (2) (i) (1), (2) (l), (n) and (o), and NAC 624.640 (5), failure in any material respect to comply with the provisions of this chapter or the regulations of the board by failing to comply with the notice to correct, and a contractor shall ensure that each contract for the construction of a residential pool or spa that the contractor enters into: is evidenced in writing and that any

changes to the contract are also evidenced in writing; contains the following, each of which must be printed in at least 10-point bold type: a statement that the contractor has provided to the owner: the notice and informational form required pursuant to NRS 624.321; and any other notices and forms required pursuant to federal, state or local law; a notice, in close proximity to the signatures of the owner and the contractor, stating that the owner has the right to request a bond for payment and performance; an agreement by the contractor to provide to each subcontractor or supplier prompt and full payment upon completion of each stage or phase of construction for the contracted amount of services rendered or materials supplied; and a statement that upon satisfactory payment being made for any portion of the work performed, the contractor shall, in accordance with subsection 3 of NAC 624.6966 and before any further payment is requested or made, provide to the owner a full and unconditional release from any claim of mechanic's lien for that portion of the work for which payment has been made; and each licensee shall include in all bids he submits or contracts he enters into for construction work within this state, the number of his license and monetary limit placed upon his license; and NRS 624.3016 (5), as set forth in NRS 597.719 (h) and (i) and NRS 597.719 (2), any fraudulent or deceitful act committed in the capacity of a contractor: a contract in an amount of more than \$1,000 entered into between a contractor and the owner of a single-family residence for the construction or alteration of a residential pool or spa, must contain in writing at least the following information: a statement that the contractor has provided the owner with the notice and informational form required by NRS 624.321; a statement that any additional work to be performed under the contract, whether or not pursuant to a change order, which will require the owner to pay additional money and any other change in the terms in the original contract must be agreed to in writing by the parties and incorporated into the original contract as a change order; the contract must contain, in close proximity to the signatures of the owner and the contractor, a notice stating that the owner has the right to request a bond for payment and performance.

Dawn Hooker, Attorney, for California Pools and Spas; Clark Coberly, Vice President, California Pools and Spas; NSCB Investigator Greg Mincheff; and Mike Yoder, Complainant, were sworn in.

The stipulation was signed, and the formal reading of the charges was waived.

The notice hearing and complaint was entered into the record as EXHIBIT 1.

Mr. Taylor stated that the license was active, and had a limit of \$750,000. There was a workmanship complaint and failure to comply with the final notice to correct, although there was partial compliance.

Mr. Yoder testified he had entered into a contract to construct a pool at his residence for a contract amount of \$25,500. The entire amount had been paid. There had been a workmanship complaint regarding the exterior outlet and a pool light switch but those had been corrected. The only issue that remained were numerous white stains ranging in size from 1/8 inch to twelve-inch square throughout the entire deck surface. Mr. Yoder then detailed his conversations with the Licensee to correct the matter, which still remained.

Mr. Mincheff testified that the notices to correct had been sent, and most of the corrections had been responded to. All issues had been resolved excluding the stain in the deck, which remained. The pool regulation notices had not been provided to Mr. Yoder.

Discussion then focused on the pool deck and possible correction. Mr. Coberly offered to accompany Mr. Mincheff and Mr. Yoder upon leaving the hearing to resolve the problem, or if that was not possible, he said if he was given a 24 hour notice ensuring him that all principals would be present at the job site, he would go out at the time specified and make the correction.

**MR. ZECH MOVED TO TABLE THE HEARING FOR 30 DAYS FOR CORRECTION.**

**MS. CAVIN SECONDED THE MOTION.**

**THE MOTION CARRIED.**

**SUN PARADISE POOLS #33580 - DISCIPLINARY HEARING**

The Board granted Sun Paradise Pools a continuance.

**ACE SIGNS INC #44419 - DISCIPLINARY HEARING**

The notice of hearing and complaint, dated May 1, 2000 and consisting of pages 1-8, had been sent certified mail. The return receipt was dated May 26, 2000.

The hearing was for possible violation of NRS 624.3013 (3), failure to establish financial responsibility pursuant to NRS 624.220 and 624.260 to 624.265, inclusive, at the time of renewal of the license or at any other time when required by the board.

Jeffrey Robert Talley, President, Ace Signs Inc., was not present. Neither legal counsel nor anyone else was present to represent the Licensee.

Ron Ramsey, NSCB Investigator, was sworn in.

Mr. Taylor stated the license had been summarily suspended on July 23, 1998, for failure to pay an administrative fine imposed by the Board.

Mr. Ramsey testified that a request for documentation to establish financial responsibility had been made, but there had been no formal response. Mr. Ramsey said Mr. Talley had told him he wasn't going to do anything.

The notice of hearing was entered into the record as EXHIBIT 1.

The evidentiary was closed.

**MS. CAVIN MOVED TO ACCEPT THE FILE AND TESTIMONY AS FORMAL FINDINGS OF FACT, CONCLUSIONS OF LAW.**

**MR. ZECH SECONDED THE MOTION.**

**THE MOTION CARRIED.**

**MS. CAVIN MOVED TO REVOKE LICENSE #44419, ACE SIGNS INC, AND TO RECOVER THE INVESTIGATIVE COSTS OF \$1,221 AND THE ORIGINAL ADMINISTRATIVE FINE \$10,000 FINE IMPOSED BY THE BOARD ON MAY 28, 1998, IF THE LICENSEE WERE TO EVER APPLY FOR FUTURE LICENSURE IN THE STATE OF NEVADA.**

**MR. ZECH SECONDED THE MOTION.**

**THE MOTION CARRIED.**

**SOUTHWEST COLORED ROCK #43020 - DISCIPLINARY HEARING**

The notice of hearing and complaint, dated May 3, 2000 and consisting of pages 1-41, had been sent certified mail. The return receipt had not been received. The notice had then been hand delivered to Mr. Ford at the office of the Board on June 5, 2000.

The hearing was for possible violation of NRS 624.3013 (3), failure to establish financial responsibility pursuant to NRS 624.220 and 624.260 to 624.265, inclusive, at the time of renewal

of the license or at any other time when required by the board; NRS 624.301 (1) and (4), abandonment without legal excuse of any construction project or operation engaged in or undertaken by the licensee as a contractor, and willful failure or refusal without legal excuse on the part of a licensee as a contractor to prosecute a construction project or operation with reasonable diligence, thereby causing material injury to another.

Robert Knott, Legal Counsel representing Southwest Colored Rock, Robert Earl Ford, President, Southwest Colored Rock; NSCB Investigator Greg Welsh; Cary Harned, Facilities Manager, Opportunity Village; and Danforth W. Davis, Grisham Consulting Services, were sworn in.

Mr. Carson disclosed he had business dealings with Southwest Colored Rock. There was no objection to Mr. Carson's participation.

The stipulation was signed, and the formal reading of the charges was waived.

Mr. Taylor said the complaint regarded a money owing, a court judgment, and abandonment of a project.

The notice of hearing and complaint was entered into the record as EXHIBIT 1.

Mr. Taylor questioned Mr. Davis who testified he had entered into a verbal contract with the Licensee to perform field and laboratory tests on paved areas of a car lot at Newport Motors. As a consequence, there was an outstanding amount owed of \$1,500. Mr. Davis had gone to justice court for one invoice for approximately \$700. There was still an outstanding amount of \$69. Mr. Davis said he had settled with the Licensee outside in the hallway. He said he would be filing a release to the court stipulating that Mr. Ford had paid the remaining \$69. Mr. Davis then detailed his attempts to collect the balance.

Mr. Taylor noted that the allegations contained in paragraphs 8 and 9 regarding financial documents were being withdrawn because the financial information had been received in a timely manner.

Mr. Knott questioned Mr. Davis.

Mr. Taylor questioned Ms. Harned who described her role at Opportunity Village. She was the project manager. It was she who contracted for off site improvements. The total contract price was \$234,000. The amount paid to the Licensee was \$151,848. Phase one of the project was to be completed in two months, and phase two was to be completed in three months. In January, 2000, Ms. Harned had to dismiss the Licensee from the project because the work had not been completed and because she had problems with the certified payrolls. And because they did not move forward with payment to the contractor, a number of the subcontractors liened the property. Additionally, there were problems acquiring the Certificate of Occupancy.

Mr. Knott questioned Ms. Harned regarding possible negligence of Opportunity Village to perform their duties required on the contract. Ms. Harned admitted to some delay in acquiring the bond.

Mr. Gregory asked if either of the two parties were pursuing each other in court. Mr. Knott replied in the affirmative.

Mr. Ford explained what had occurred. He said he had three letters the Board had not seen.

In discussion of the court action, Mr. Gregory clarified that the second cause of action was the only item at issue because the first cause of action was settled.

**MR. CARSON MOVED TO CONTINUE THE HEARING FOR RESOLUTION OF LITIGATION AND A NEW FINANANCIAL STATEMENT WITHIN 90 DAYS.**

**MS. CAVIN SECONDED THE MOTION.**

**THE MOTION CARRIED.**

**HUDGENS LANDSCAPING #40940 - RE-HEARING (Heard December 22, 1999)**

Richard Hudgens, President, Hudgens Landscaping; and NSCB Investigator Tom Tucker, were sworn in.

Attorney Frank Toti, representing Hudgens Landscaping, was identified.

Mr. Taylor stated that the basis for the re-hearing was that Mr. Hudgens had complained he had a mail drop, and the employees failed to supply him with the notice of hearing. Subsequently he failed to attend the meeting.

Mr. Taylor said the complainants had appeared and testified.

The current status of the license was revoked.

Mr. Taylor said the original hearing had been held on December 22, 1999.

Mr. Gregory stated that the Board found workmanship was not commensurate with the standard of the industry.

Mr. Toti stated he understood there were four causes of action. Two of them, the second and third causes of action, were directly related to the complainants themselves. Mr. Toti said the complainants were present, and were willing to testify that they had reached a resolution this day, and would be withdrawing their complaint.

Ms. Grein clarified that the Licensee had an address change. The board was not notified until after the hearing.

Mr. Toti stated that an internal error in his client's business led to his client not properly notifying other parties of his new address. Mr. Toti said the fix to the issue was a financial restitution fix. The complainants had the job fixed; therefore Mr. Hudgens intended to satisfy the moneys owed on Thursday, June 22, 2000.

Mr. Gregory pointed out that several issues remained.

Prior to revocation, the license was due to expire October 31, 2000.

The evidentiary was closed.

**MR. CARSON MOVED TO RESCIND THE REVOCATION.**

**MR. ZECH SECONDED THE MOTION.**

**THE MOTION CARRIED.**

**MR. CARSON MOVED TO FIND LICENSE #40940, HUDGENS LANDSCAPING IN VIOLATION OF ALL CHARGES IN THE ORIGINAL NOTICE OF HEARING.**

**MR. ZECH SECONDED THE MOTION.**

**THE MOTION CARRIED**

MR. CARSON MOVED TO PLACE A 2 YEAR LETTER OR REPRIMAND INTO THE LICENSE FILE OF HUDGENS LANDSCAPING, LICENSE #40940; TO IMPOSE A \$750 ADMINISTRATIVE FINE PER VIOLATION, FOR A TOTAL OF \$2,250 FOR 3 VIOLATIONS; TO RECOVER THE INVESTIGATIVE COSTS OF \$1,580; AND TO REQUIRE THAT FULL RESTITUTION BE MADE TO THE HOMEOWNER, PER THE AGREEMENT, BY THURSDAY, JUNE 22, 2000; AND FULL RESTITUTION OF THE FINES AND PENALTIES WAS TO BE MADE WITHIN 60 DAYS OR THE LICENSE WAS TO BE AUTOMATICALLY REVOKED.

MS. SHELTRA SECONDED THE MOTION.

THE MOTION CARRIED.

#### HORIZON COMMUNITIES #33102 - DISCIPLINARY HEARING

The notice of hearing and complaint, dated April 11, 2000 and consisting of pages 1-38, had been sent certified mail. Four return receipts had been returned, dated April 13-29, 2000.

The notice of continued hearing, dated May 30, 2000, had been sent certified mail. No return receipts had been received.

The hearing was for possible violation of NRS 624.3017 (1), workmanship which is not commensurate with standards of the trade in general or which is below the standards in the building or construction codes adopted by the city or county in which the work is performed; NRS 624.3011 (1) (b) (1): willful or deliberate disregard and violation of the building laws of the state or of any political subdivision thereof; NRS 624.3013 (5), as set forth in NAC 624.700 (3) (a), and NAC 624.640 (3) & (4): failure in any material respect to comply with the provisions of this chapter or the regulations of the board by failing to comply with the notice to correct; if any change occurs in a licensee's address or personnel which affects the accuracy of the statements in the application upon which his license is based, he shall report the change in writing to the board within 30 days after the change occurs; if a license issued by the board was based in part on the employment of a particularly qualified person, the licensee must continue to employ such a person in order to retain the license; and NRS 624.3018 (2), the board shall reinstate a contractor's license that has been suspended by a district court pursuant to NRS 425.540 if the board receives a letter issued by the district attorney or other public agency pursuant to NRS 425.550 to the person whose license was suspended stating that the person whose license was suspended has complied with the subpoena or warrant or has satisfied the arrearage pursuant to NRS 425.560.

Brian DeFilippis; Blackhawk Construction Incorporated; George Swartz, President, Horizon Communities; NSCB Tom Tucker; Robert Vaccaro, Complainant; and Andrea and Joel Schmidt, Complainants, were sworn in.

Frank Ellis, Counsel for the receiver, Mr. Swartz, was identified.

The stipulation was signed, the formal reading of the charges was waived, and the hearing notice was entered into the record as EXHIBIT 1.

The current status of the license was suspended for no qualifier as of September 1999. Subsequently, it had expired on September 30, 1999.

Mr. Taylor questioned Ms. Schmidt, who testified she had purchased a new home, which the Licensee had constructed. Ms. Schmidt then detailed the problems she had encountered.

Mr. Gregory asked if any of the 13 items on the notice to correct of July 2, 1999, had been fixed. Ms. Schmidt replied she hired a plumber to fix item c. The Licensee had corrected none.

Mr. Ellis stated he had a letter dated April 16, 1999, stating that the complaint had been closed. He then explained why the matter was not addressed thereafter. Mr. Ellis asked Ms. Schmidt if she had responded in writing to the closure letter. Ms. Schmidt said no.

Mr. Tucker testified he validated five workmanship items in January, 1999. Those items had been taken care of. Three months after the case was closed, it had been reopened. Upon investigation, he now validated 13 other items. There had been no response to the notices to correct of July 2, 1999 for the 13 items.

Mr. Ellis then questioned Mr. Tucker.

Mr. Taylor questioned Mr. Vaccaro, who testified that he had entered into a contract on November 5, 1997, to purchase a home constructed by the Licensee. Mr. Vaccaro provided the Board with the details of what happened regarding the drainage of his yard. The Clark County Building Department issued a correction notice on March 30, 1999, stating that the drainage did not comply with the UBC Appendix Chapter 33, Section 3315, as adopted by Clark County Building Department. The problem remained unresolved.

Mr. Ellis then questioned Mr. Vaccaro.

Ms. Grein stated that when the complaint came about, she had personally tried to call Horizon, but could not get through. No one on the license worked there any longer, and they did not return calls. Eventually, Mr. Bertuzzi had conversations with Mr. Simon, the Qualified Employee. He was informed if he was going to resign, he needed to provide the board with a signed statement of such.

Mr. Swartz said Horizon was out of business. When asked if he cared about his license, Mr. Swartz replied no.

Mr. Ellis clarified that there was a federal lawsuit, wherein Mr. Swartz had been appointed receiver. The owners of the company were fighting bitterly. Part of that was what had given rise to many of the current problems. Mr. Swartz had done the best he could to finish the matter up as best he could as directed by the judge. The company was simply out of business.

Mr. DeFilippis testified that some of the items at the Schmidt residence looked to him to be homeowner abuse. He said he would be more than willing to put it together, and look at it and see what needs to be corrected or not. But he added that out of the 13 items, he couldn't agree with all of them.

After some discussion, Mr. Swartz recommended that he be allowed to have one more look at all of the problems and try to fix them. He asked that arrangements be made to fix the items and to have them inspected. Mr. Gregory clarified that the only thing that the Board was going to deal with were the items on the notices to correct.

**MR. CARSON MOVED TO CONTINUE THE HEARING FOR 60 DAYS FOR RESOLUTION. THE INVESTIGATOR WAS TO BE MADE AVAILABLE FOR INSPECTIONS, AND THE CONTRACTOR WAS TO CORRECT BY APPROPRIATE MEANS.**

**MS. CAVIN SECONDED THE MOTION.**

**THE MOTION CARRIED.**

The federal order was entered into the record as EXHIBIT 2.

**APPLICATIONS** (Continued)

**BESTWAY PLUMBING INC.** (C1D – Plumbing) NEW APPLICATION, RECONSIDERATION

Russell J. Abney, President, was present.

The license application had been approved on June 6, 2000 for \$350,000, but there had been no consensus regarding the bond.

Mr. Abney was informed the license application had been approved with a limit of \$350,000 and a \$15,000 bond.

**MUSAIRE** #36814 (C2D – Amplifying Systems) CHANGE IN QUALIFIER

Barry Freedman, General Manager, was present. He was informed that the change in qualifier had been approved.

**PUBLIC COMMENT**

No one from the general public was present to speak for or against any items on the agenda.

There being no further business to come before the Board, the meeting was adjourned by Chairman Gregory at 5:30 p.m.

Respectfully Submitted,

Betty Wills, Recording Secretary

APPROVED:

Margi Grein, Executive Officer

Kim Gregory, Chairman