

KENNY C. GUINN  
Governor

STATE OF NEVADA

REPLY TO:

MEMBERS

KIM W. GREGORY  
*Chairman*  
DOUG CARSON  
DENNIS K. JOHNSON  
JOHN LINDELL  
DENNIS F. NELSON  
DEBORAH WINNINGHAM SHELTRA  
MICHAEL ZECH



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STATE CONTRACTORS' BOARD

MINUTES OF THE MEETING  
DECEMBER 21, 1999

The meeting of the State Contractors' Board was called to order by Vice-Chairman Mike Zech at 9:02 a.m., Tuesday, December 21, 1999, 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 (Arrived at 9:08 a.m.)  
Mr. Doug Carson  
Mr. Dennis Johnson  
Mr. John Lindell  
Mr. Dennis Nelson  
Ms. Deborah Sheltra  
Mr. Michael Zech

**BOARD MEMBERS ABSENT:**

None

**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  
Mr. Frank Torres, Deputy Director of Investigations  
Ms. Pat Potter, Licensing Supervisor  
Mr. Carmen Caruso, Investigator  
Mr. Bob Macke, Investigator  
Mr. Greg Mincheff, Investigator  
Ms. Betty Wills, Recording Secretary

**OTHERS PRESENT:**

Cari Inkenbrandt, Court Reporter, CSR Associates of Nevada; Neal Phister, Owner, White Sun Construction Co; Keith Gregory, Legal Counsel, Mc Kinlay Excavating Inc.; Leonard Pantoja, President, Leonard Pantoja Construction Inc. and Leonards Framing; Mike Rasmussen, Owner, Mike Rasmussen, Mr. Rasmussen, Father of Mike Rasmussen; Jill Hansen, Director, American Premier Homes and Development; Wallace Bain, Qualified Employee, Regional Mast Inc; Daniel Paripovich, President, Las Vegas Demolition; Reuben Walker, President, L & R Integrity Inc; Richard Buenting, Member, Road and Highway Builders, LLC; Doug Parks, Owner, Parks and Son Plumbing; Gary Douglas, Qualified Employee, Factory Authorized Construction Company Inc; Robert L. Torres, Complainant; Terry Gaydosh, Owner, Rise & Run, Inc; Daniel Mark Berg, President, Vision Craft Homes Inc.; Brent Harrison, President, Canac Kitchens of Las Vegas; Terrance and Rosemary Banich, Complainants; Ted Parker, Legal Counsel in the Banich complaint, Vision Craft Homes Inc.; Mike Mushkin, Legal Counsel regarding other allegations, Vision Craft Homes Inc.; Richard Caleel, Legal Counsel for the Baniches; James Lee, Legal Counsel for Canac Kitchens of Las Vegas; and Fred Gawryk, Complainant.

Ms. Grein stated that Loyd Mead, NSCB Investigator, had posted the agenda in compliance with the open meeting law on December 15, 1999, 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 13 items on the amended agenda, each item of an emergency nature. Additionally an advisory opinion requested by the Las Vegas Visitor and Convention Authority and an Enforcement Advisory Committee matter regarding Rawhide Construction were added to the regular agenda.

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

**MR. CARSON SECONDED THE MOTION.**

**THE MOTION CARRIED.**

The following motion closed the meeting to the public.

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

**MR. LINDELL 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).

**APPLICATIONS**

**WHITE SUN CONSTRUCTION CO (B2 – Residential & Small Commercial) NEW APPLICATION, RECONSIDERATION**

Neal Phister, Owner, White Sun Construction Co, was present. The license application had been denied on November 23, 1999 for lack of financial responsibility. New financial information had not been provided.

A discussion ensued regarding IRS back taxes. He was currently in the process of making an offer and compromise to IRS to resolve the tax debt.

**MR. NELSON MOVED TO APPROVE THE LICENSE APPLICATION WITH A LIMIT OF \$50,000, A \$10,000 BOND, A BID LETTER, AND A FINANCIAL REVIEW UPON RENEWAL.**

**MR. LINDELL SECONDED THE MOTION.**

**THE MOTION CARRIED.**

**Mr. Gregory arrived at 9:08 a.m.**

**MC KINLAY EXCAVATING INC (A7 – Excavating & Grading) NEW APPLICATION**

Keith Gregory, Legal Counsel, was present to represent the Licensee. He was informed the license application had been approved with a limit of \$300,000 and a \$10,000 bond.

**LEONARD PANTOJA CONSTRUCTION INC (B2 – Residential & Small Construction) NEW APPLICATION**

**LEONARDS FRAMING (C3 – Carpentry) NEW APPLICATION**

Leonard Pantoja, President, Leonard Pantoja Construction Inc. and Leonards Framing, was present. He was informed that both license applications had been approved with limits of \$250,000 and \$15,000 bonds.

**MIKE RASMUSSEN** (B2 – Residential & Small Commercial) NEW APPLICATION, RECONSIDERATION

Mike Rasmussen, Owner, Mike Rasmussen, and Father, Mr. Rasmussen, were present.

The application had been denied on September 21, 1999 for lack of financial responsibility. New financial information had not been provided.

Mr. Gregory explained why the application had been denied. Mr. Rasmussen stated he was willing to indemnify the license of Mike Rasmussen.

**MR. NELSON MOVED TO APPROVE THE LICENSE APPLICATION WITH A LIMIT OF \$200,000, A 10,000 BOND, AND CONTINGENT UPON APPROVED INDEMNIFICATION BY MR. RASMUSSEN.**

**MR JOHNSON SECONDED THE MOTION.**

**THE MOTION CARRIED UNANIMOUSLY.**

**AMERICAN PREMIER HOMES AND DEVELOPMENT** #42749 (B2 – Residential & Small Commercial) CHANGE IN QUALIFIER**AMERICAN PREMIER HOMES AND DEVELOPMENT** #42749 (B2 – Residential & Small Commercial) CHANGE IN QUALIFIER**AMERICAN PREMIER HOMES AND DEVELOPMENT** #44558 (C3 – Carpentry) VOLUNTARY SURRENDER**AMERICAN PREMIER HOMES AND DEVELOPMENT** #44558 (C3 – Carpentry) REMOVAL OF INDEMNITOR

Jill Hansen, Director, American Premier Homes and Development, was present. Ms. Hansen was unable to provide any information regarding the C3 license, #44558. She stated she was present to report the outcome of the two items pertaining to the B2 license, #42749.

The Board approved the change in qualifier, contingent upon proof of COMPLIANCE WITH NRS 624.260, as well as the change in officer.

Regarding the C3 license, #44558, the Board accepted the removal of the indemnitor and tabled the surrender request for a financial review.

**REGIONAL MAST INC** (C24 – Erecting Scaffolds & Bleachers) NEW APPLICATION

Wallace Bain, Qualified Employee, was present. He stated his company performed jobs up to \$1 million.

**MR. ZECH MOVED TO APPROVE THE LICENSE APPLICATION WITH A LIMIT OF \$1 MILLION AND A \$20,000 BOND.**

**MR. JOHNSON SECONDED THE MOTION.**

**THE MOTION CARRIED UNANIMOUSLY.**

**LAS VEGAS DEMOLITION** #32796 (A13, 22 – Wrecking Buildings; Unclassified (A22 is designated for removal for removal of underground storage tanks)) BOND CANCELLATION, RECONSIDERATION**LAS VEGAS DEMOLITION** #32796 (A13, 22 – Wrecking Buildings; Unclassified (A22 is designated for removal for removal of underground storage tanks)) RAISE IN LIMIT, RECONSIDERATION

The two applications had been denied on April 13, 1999, for lack of financial information

Daniel Paripovich, President, Las Vegas Demolition, was present. He stated he was having trouble providing a financial statement to the Board. He provided the Board with a letter indicating that his CPA would not prepare a financial statement for him, adding that he had contacted 19 CPA's and not one was willing to prepare a financial statement for him. He then commented that CPA's in Clark County were no longer willing to prepare financial statements for small contractors.

Mr. Paripovich testified he had no current assets or bank accounts. He handled all his business in cash.

It was noted there were two claims against the bond. Mr. Parapovich said he was disputing the claims.

When asked if he was willing to indemnify the license and to provide a cash bond, Mr. Paripovich said no.

**MR. NELSON MOVED TO DENY THE BOND CANCELLATION REQUEST BASED ON LACK OF FINANCIAL INFORMATION.**

**MS. SHELTRA SECONDED THE MOTION.**

**THE MOTION CARRIED UNANIMOUSLY.**

**MR. NELSON MOVED TO DENY THE RAISE IN LIMIT REQUEST BASED ON LACK OF FINANCIAL INFORMATION.**

**MS. SHELTRA SECONDED THE MOTION.**

**THE MOTION CARRIED UNANIMOUSLY.**

#### **L & R INTEGRITY INC** (C4 – Painting & Decorating) NEW APPLICATION

Reuben Walker, President, L & R Integrity Inc, was present. He was informed the license application had been approved with a \$100,000 limit and a \$10,000 bond.

#### **ROAD AND HIGHWAY BUILDERS LLC** (A – General Engineering) NEW APPLICATION, REQUEST FOR WAIVER OF CONSTRUCTION MANAGEMENT SURVEY (CMS) & TRADE EXAM

Richard Buenting, Member, Road and Highway Builders LLC, was present. He was informed the license application had been approved with an unlimited license limit and a \$50,000 bond, and to waive the trade exam but to require the CMS exam.

The applications on the agenda were reviewed and discussion occurred on the following: Nos. 1-10, 13-14, 16, 18, 21-24, 27, 31, 34, 40-41, 49, 62, 66, 72, 76, and 80. The application review was then continued in order to return to the regular agenda.

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

**MR. LINDELL SECONDED THE MOTION.**

**THE MOTION CARRIED UNANIMOUSLY.**

#### **DISCIPLINARY HEARING**

#### **L J LISTER GENERAL CONSTRUCTION INC** - #44230 - DISCIPLINARY HEARING

Neither Lamar J. Lister, President, L J Lister General Construction Inc., nor legal counsel were present.

Bob Macke, NSCB Investigator; Carmen Caruso, NSCB Investigator; Doug Parks, Owner, Parks and Son Plumbing, were sworn in.

The current status of the license was suspended for no bond as of August 25, 1999.

The notice of hearing and complaint dated November 18, 1999 and consisting of pages 1-55, had been sent certified mail to the address of record. The return receipt was received and it was dated November 29, 1999.

The hearing was for possible violation of NRS 624.301 (1), abandonment without legal excuse of any construction project or operation engaged in or undertaken by the licensee as a contractor; NRS 624.3012 (1), diversion of funds or property received for completion of a specific construction project or operation or for a specified purpose in the completion of any construction project or operation to any other construction project or operation, obligation or purpose; NRS 624.3012 (2), willful or deliberate failure by any licensee or agent or officer thereof to pay any moneys 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 funds therefor as payment for the particular construction work; NRS 624.3013 (5) as set forth in 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 corrective order; NRS 624.3017 (1), workmanship which was not commensurate with standards of the trade in general or which was below the standards in the building or construction codes adopted by the city or county in which the work was performed.

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

Regarding the first cause of action listed in the hearing notice, Mr. Taylor stated that the complainant, Mr. Colbert had been present for the witness interviews but was, unfortunately, out of town. Mr. Taylor stated Mr. Colbert had paid the Licensee \$65,000. Five suppliers had not been paid out of that amount resulting in 5 liens against the property. The Licensee had abandoned the project after having received 81% of the contract amount, and having completed approximately 35% of the project. There were workmanship complaints regarding the carport, patio, and garage, which had not been completed. A notice to correct had been issued that had not been responded to. Mr. Parks was owed \$5,500, Quality Wood Products was owed \$1,060.63, and Superior Air Conditioning was owed a total of \$6,077.00. The Licensee failed to attend a meeting with board staff.

Mr. Parks testified he was owed \$5,500 for plumbing services as listed in the fifth cause of action of the hearing notice. Mr. Parks had filed a claim against the bond. He had received only \$1,354.00 from the bond because of the number of claims paid out against it. Mr. Parks believed Mr. Lister had left the state.

Mr. Nelson asked about the indemnification on the license, indicating that there may be recourse for the money owed issues. Mr. Parks said he had received a notice informing him that the Licensee had filed bankruptcy. The Board again pointed out there was a personal indemnification of the license and asked staff to make that information available to all parties.

Mr. Macke testified he had investigated the Colbert matter. He provided photographs, indicating Mr. Colbert had completed the project himself. On April 2, 1999, Mr. Macke had checked the offices of L J Lister and found them vacated. On the same date, Mr. Macke had confirmed that approximately only 35% of the project had been completed. Mr. Macke then validated that the \$65,000 Mr. Colbert had paid the Licensee had been intended to pay the five subcontractors listed in the first cause of action. When not paid, the subcontractors had filed liens against the property, some of which had since been satisfied by Mr. Colbert. Mr. Macke also validated the workmanship issues listed in the third cause of action, adding that the notice to correct had not been responded to.

Mr. Caruso validated that Quality Wood Products and Superior Air Conditioning were due and owed money for different projects as stated earlier. An informal meeting had been set to meet with board staff but the Licensee had failed to appear.

Staff was directed to notice the suppliers and contractors of the personal indemnification.

**MR. CARSON MOVED TO FIND LICENSE #44230, L J LISTER GENERAL CONSTRUCTION INC, IN VIOLATION OF ALL CHARGES AS STATED IN THE HEARING NOTICE.**

**MR. LINDELL SECONDED THE MOTION.**

**THE MOTION CARRIED UNANIMOUSLY.**

Penalty phase.

**MR. CARSON MOVED TO ACCEPT THE TESTIMONY AND THE HEARING FILE AS FINDINGS OF FACT, CONCLUSIONS OF LAW AND TO REVOKE LICENSE #44230, L J LISTER GENERAL CONSTRUCTION INC.**

**MR. LINDELL SECONDED THE MOTION.**

**THE MOTION CARRIED UNANIMOUSLY.**

**MR. CARSON MOVED TO RECOVER THE INVESTIGATIVE COST OF \$2,613.19 AND FULL RESTITUION OF CLAIMS SHOULD THE LICENSEE EVER REAPPLY FOR LICENSURE IN THE STATE OF NEVADA.**

**MR. LINDELL SECONDED THE MOTION.**

**THE MOTION CARRIED UNANIMOUSLY.**

### **ADVISORY OPINIONS**

1. **UNIVERSITY OF NEVADA, LAS VEGAS** - Licensing Requirements for Shelving System

No one was present for the advisory opinion.

The scope of work was to furnish, assemble and install Richards & Wilcox Inc. Aurora shelving system via rails on top of concrete, shimmed to level and attached to concrete via 14 tapcon concrete fastening system.

Charla Glimp, Senior Buyer, in requesting the advisory opinion questioned if the work required a contractor's license.

The board opined that the item was not a permanent fixture, therefore it did not require a license.

2. **FREMONT CONSTRUCTION CO., INC.** - CITY OF LAS VEGAS, Bid #001739.01 LED, Northwest Soccer Complex

No one was present for the advisory opinion.

The project consisted of constructing ten lighted soccer fields, restroom facility, parking lots, interior roadway, metal work, tot-lots, 200-foot baseball field, open space areas, pedestrian bridge and pathways, landscaping, and security lighting. Off-site street improvements were also included in the work.

Fremont Construction Co. was asking what type of license was required.

The board opined that a full A or an AB was the proper license to perform the work.

3. **LAS VEGAS CONVENTION AND VISITORS AUTHORITY** – SELF EXPANSION, Bid #00445

No one was present for the advisory opinion.

The project consisted of the construction of a 1.3 million square foot, 2-story expansion to include exhibit halls and meeting rooms, and all appurtenances. The authority was questioning what type of license was required.

The Board opined that an AB or B was the proper license to perform the work. Additionally, a B2 could perform the work as long as no portion of the building exceeded three stories in height.

## **EXECUTIVE SESSION**

### **ENFORCEMENT ADVISORY COMMITTEE**

The Enforcement Advisory Committee (EAC), including Mr. Carson, had met on November 16, 1999 to consider the following 3 items, and was now asking the Board to accept the settlement agreements.

1. **STEPHEN MAX ANGELL DBA R M I** #38458

**MR. JOHNSON MOVED TO ACCEPT THE SETTLEMENT AGREEMENT CONSISTING OF AN ADMINISTRATIVE PENALTY OF \$2,000 AND \$510.72 TO COVER THE COST OF THE INVESTIGATION.**

**MS. SHELTRA SECONDED THE MOTION.**

**THE MOTION CARRIED. (MR. CARSON ABSTAINED)**

2. **MCGOURTY MASONRY** #47227

**MS. SHELTRA MOVED TO ACCEPT THE SETTLEMENT AGREEMENT CONSISTING OF AN ADMINISTRATIVE PENALTY OF \$2,000 AND \$551.97 TO COVER THE COST OF THE INVESTIGATION.**

**MR. NELSON SECONDED.**

**THE MOTION CARRIED. (MR. CARSON ABSTAINED)**

3. **RAWHIDE CONSTRUCTION** #42672

**MR. JOHNSON MOVED TO ACCEPT THE SETTLEMENT AGREEMENT CONSISTING OF AN ADMINISTRATIVE PENALTY OF \$500 AND \$780.95 TO COVER THE COST OF THE INVESTIGATION.**

**MS. SHELTRA SECONDED THE MOTION.**

**THE MOTION CARRIED. (MR. CARSON ABSTAINED)**

Ms. Grein asked if it was possible to use the EAC committee to resolve more than IR complaints. A discussion followed regarding the types of cases that would best be handled within the EAC forum. The Board supported Ms. Grein's request.

A motion was made, seconded, and carried to approve the Compensation and Benefit Package as recommended.

## **DISCIPLINARY HEARINGS**

### **FACTORY AUTHORIZED CONSTRUCTION COMPANY INC** #46393 - DISCIPLINARY HEARING

An officer of the company was not present for the hearing.

Gary Douglas, Qualified Employee, Factory Authorized Construction Company Inc.; Greg Mincheff, NSCB Investigator; and Robert L. Torres, Complainant, were sworn in.



The notice of hearing, dated November 18, 1999 and consisting of pages 1-32, had been sent certified mail. The return receipt was received and it was dated November 22, 1999.

The hearing was for possible violation of NRS 624.3017 (1), workmanship which was not commensurate with standards of the trade in general or which was below the standards in the building or construction codes adopted by the city or county in which the work was performed; NRS 624.301(1), (2), (3): abandonment without legal excuse of any construction project or operation engaged in or undertaken by the licensee as a contractor; failure in a material respect on the part of a licensee to complete any construction project or operation for the price stated in the contract for the project or operation or any modification of the contract, 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; NRS 624.3011 (1) (c) (1) (2) and (4), willful or deliberate disregard and violation of: the building laws of the state or of any political subdivision thereof, the safety laws or labor laws of the state, and the laws of this state regarding industrial insurance; NRS 624.3013 (1), failure to keep records showing all contracts, documents, receipts and disbursements by a licensee of all of his transactions as a contractor and to keep them open for inspection by the board or executive officer for a period of not less than 3 years after the completion of any construction project or operation to which the records refer; 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 notice to correct, and failing to 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 624.3014 (2) (a) (b) and (d): aiding or abetting an unlicensed person to evade the provisions of this chapter, combining or conspiring with an unlicensed person to perform an unauthorized act, and acting as agent, partner or associate of an unlicensed person; NRS 624.3015 (1), acting in the capacity of a contractor beyond the scope of the license; NRS 624.3015 (3), knowingly entering into a contract with a contractor while that contractor is not licensed, or bidding to contract or entering into a contract with a contractor for work in excess of his limit or beyond the scope of his license; and NRS 624.307 (1), it is unlawful for any person, including a person exempt under NRS 624.330, to advertise as a contractor unless he has a valid license in the appropriate classification established by NRS 624.215 and 624.220.

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

Mr. Taylor presented the case, while Robert Griffy represented the board.

Mr. Taylor stated the Licensee had entered into a contract with Mr. Torres to build a patio slab and a 171' block wall. The work performed on the wall had been completed before a permit had been pulled. Consequently, the building inspector rejected the project and, to date, the project had not passed inspection. There were workmanship issues involved, specifically the wall was not tied in at both ends, and the top course was not grouted. A notice to correct had been sent to the Licensee, but it had not been complied with, and the Licensee had also failed to comply with a request for documentation. In addition, the Licensee had entered into 15 contracts with unlicensed subcontractors.

A second contract had been entered into with Julianne Brassell for the construction of concrete flatwork and landscaping. The Licensee held a B2 license, therefore the Brassell project was out-of-scope, as was the case of Mr. Torres.

An advertising flyer indicated the Licensee was advertising for landscaping and patio covers, and the investigation revealed there were 30 contracts beyond the scope of the license.

The Licensee's representative signed the stipulation.

Mr. Torres testified he had entered into a contract with the Licensee to build a patio slab and concrete block wall in the amount of \$1,466. Mr. Torres had paid \$784. The project had been completed on or about November, 1998. Thereafter, a Las Vegas Building Inspector had reviewed the project. Pages 13-17 of the hearing notice were the rejection notices from the City of Las Vegas. To date, the project had not been approved, and to Mr. Torres' knowledge a permit had not been pulled. Mr. Torres confirmed the ends of the wall



were unsecured and did not tie into the existing pilaster on the gate on the east side of the house, and the top course of the wall was not fully grouted. Mr. Torres said the only remedial work that had been performed was that someone had cut off the bars that were sticking up above the wall.

Mr. Mincheff validated the allegations as stated in the hearing notice, and confirmed that the City of Las Vegas had failed to approve the project. Mr. Mincheff noted that a permit had been issued subsequent to actually starting or completing some of the work. A request for documentation regarding the project had been made but none had been received. The Department of Employment Insurance had indicated that there was no information on file for the Licensee. Upon reviewing 45 contracts supplied by the Licensee, none contained the monetary limit of the license, and 30 were out of scope. A list of subcontractors indicated 15 were unlicensed. Mr. Mincheff said the advertising flyer had been supplied by an IR complainant, and he had investigated and validated the Brassell complaint and had found it to be out-of-scope.

Mr. Douglas testified that he had tried to contact Mr. Torres in excess of 100 times to look at the problem and determine the solution. When he finally made contact with Mr. Torres, he missed the appointment. Thereafter, Mr. Torres did not allow him back onto the property. He had contacted a structural engineer who was willing to investigate the wall, but when Mr. Douglas had attempted to make the appointment with Mr. Torres, Mr. Torres said no. Mr. Douglas stated the company was ready, willing, and able to complete the project but Mr. Torres was unwilling to allow them on the property.

Mr. Douglas said the company had no employees but that they did have industrial insurance, stating that he had an SIIS account. He did not know why a permit had not been pulled.

Mr. Torres was asked if he would allow a properly licensed contractor to complete the work satisfactorily. He replied yes.

Mr. Douglas agreed to hire a properly licensed masonry contractor to complete the wall to the standard of the trade in general, to be verified by the board investigator and the building department.

**MS. SHELTRA MOVED TO SUSPEND THE HEARING AND LICENSE #46393 UNTIL JANUARY 11, 2000 UNTIL MR. TORRES' PROJECT WAS COMPLETED TO THE STANDARD OF THE TRADE IN GENERAL, TO BE VERIFIED BY THE BOARD'S INVESTIGATOR.**

**MR. ZECH SECONDED THE MOTION.**

**THE MOTION CARRIED UNANIMOUSLY.**

#### **APPLICATIONS** (Continued)

The following motion closed the meeting to the public.

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

**MR. JOHNSON 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).

The remainder of the applications on the agenda were reviewed and discussion occurred on the following: Nos. 81-86, 97-99, 101, 103, 115-116, 122-125, 129-134, and 137; and on the amended agenda: Nos. 1, 4-7, and 12-13.

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

**MR. CARSON SECONDED THE MOTION.**

**THE MOTION CARRIED UNANIMOUSLY.**

**MR. JOHNSON MOVED TO APPROVE ALL APPLICATIONS NOT SPECIFICALLY DISCUSSED IN CLOSED SESSION PER STAFF RECOMMENDATION.**

**MR. LINDELL SECONDED THE MOTION.**

**THE MOTION CARRIED.**

**ELLSWORTH COOLING & HEATING #23261 - DISCIPLINARY HEARING**

Neither Clark Allen Ellsworth, Partner, nor Jeri-Ellen Ellsworth, Partner, nor legal counsel were present.

Bob Macke, NSCB Investigator, was sworn in.

The notice of hearing, dated October 21, 1999 and consisting of pages 1-22, was sent certified mail on November 19, 1999. No return receipt was received. The envelope returned by the post office was stamped "unclaimed."

The hearing was for possible violation of NRS 624.3017 (1), workmanship which was not commensurate with standards of the trade in general or which was below the standards in the building or construction codes adopted by the city or county in which the work was performed; NRS 624.3011 (1) (c) (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), 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.

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

Mr. Taylor stated that the Licensee had entered into a contract with Rise and Run Inc. for the installation of a Cyclone Dust Collector. The Henderson Department of Building and Safety had issued a "Stop Work/Correction Notice" for the project. The City of Henderson subsequently informed the board that the Licensee had not responded to that correction notice, and a notice to correct was issued by the board. The licensee failed to respond.

Mr. Macke testified he had not made contact with the Licensee. The Licensee's whereabouts was unknown.

The license was active, no bond required.

Mr. Macke added that several of the items on the stop work correction order had been completed, but according to the City of Henderson there had been no response to the correction notice as of December 20, 1999 for re-inspection of any of the items listed. It was not known if the work performed met the city requirements or not.

Terry Gaydosh, Owner, Rise & Run, Inc., was sworn in. Mr. Gaydosh explained what corrective work had been performed. Everything had been corrected except the lid for the exhaust to the garbage containment unit. Mr. Gaydosh then told the Board why the dust collector could not be corrected. The City of Henderson had walked through the project and had approved all the items, which were up and running, but they had not been able to have the Licensee sign off on the correction notices.

For the record, Ms. Sheltra pointed out that the business was allowed to run with a red tag on the system. Mr. Gaydosh was unable to answer because he said a permit had not been pulled. Mr. Macke added that as of December 20, 1999, the City of Henderson had not signed off on the correction notice.

The evidentiary was closed.

MR. CARSON MOVED TO FIND LICENSE #23261, ELLSWORTH COOLING AND HEATING, IN VIOLATION OF ALL CHARGES.

MS. SHELTRA SECONDED THE MOTION.

THE MOTION CARRIED UNANIMOUSLY.

MR. CARSON MOVED TO ACCEPT THE TESTIMONY AND FILE AS FINDINGS OF FACT, CONCLUSIONS OF LAW, AND TO REVOKE LICENSE #23261.

MS. LINDELL SECONDED THE MOTION.

THE MOTION CARRIED UNANIMOUSLY.

MR. CARSON MOVED TO RECOVER THE INVESTIGATIVE COST OF \$1,702.79 SHOULD THE LICENSEE EVER ATTEMPT TO REAPPLY FOR LICENSURE IN THE STATE OF NEVADA.

MS. SHELTA SECONDED THE MOTION.

THE MOTION CARRIED UNANIMOUSLY.

VISION CRAFT HOMES INC #45953 - DISCIPLINARY HEARING (Continued from October 26, 1999)

Daniel Mark Berg, President, Vision Craft Homes Inc.; Brent Harrison, President, Canac Kitchens of Las Vegas; Terrance and Rosemary Banich, Complainants; Greg Mincheff, NSCB Investigator; Ted Parker, Legal Counsel in the Banich complaint, Vision Craft Homes Inc.; Mike Mushkin, Legal Counsel regarding other allegations, Vision Craft Homes Inc.; and Richard Caleel, Legal Counsel for the Baniches; and James Lee, Legal Counsel for Canac Kitchens of Las Vegas, were present for the hearing.

James Glover, Fred Gawryk, Complainant, and Kathleen Bruce, were sworn in.

Mr. Griffy recapped what had occurred in the last meeting regarding the NRS Chapter 40 issue in the Banich complaint. What had been requested in the last hearing was that Mr. Parker and Mr. Caleel provide Mr. Taylor with briefs regarding Chapter 40 matters. Other issues not pertaining to Chapter 40 regarded a complaint by Canac Kitchens, financial responsibility, and misrepresentation.

Mr. Taylor explained NRS Chapter 40 rules pertaining to construction defects, and detailed which items of the Banich complaint did not fall under Chapter 40 prohibition: Paragraphs 5-12, and Paragraphs 15-16 of the hearing notice. Mr. Taylor noted that the Board was still able to take action on Chapter 40 issues if the action was necessary to protect the public health and safety. He advised that the final decision as to which items fell under the category lay with the Board and perhaps others. Mr. Taylor then recommended taking evidence and acting on the non-Chapter 40 issues, and the Chapter 40 issues which fell within the public health and safety category.

Mr. Mushkin gave reasons for not signing the stipulation.

CANAC KITCHENS' COMPLAINT

Brent Harrison testified he had entered into a contract with the Licensee for the supply and installation of cabinetry. Mr. Harrison was to be paid a deposit with the order, a second payment at delivery, and a third payment at completion of the project. The contract had been discussed with Mr. Berg, who signed the contract. Upon placing the order, Canac had been paid 50% of the contract price. The cabinets had been delivered to the Licensee, but no further payment had been received. The Licensee then began complaining about the product, and Mr. Harrison requested that the Contractors' Board verify that the product and the installation was within industry standards. Two separate investigators, on two separate occasions, had looked at the product installed in the contracted home, in Canac's showroom, and in a model home. To date, Canac Kitchens was owed approximately

\$12,000.

Mr. Mushkin distributed EXHIBIT A, an affidavit of Daniel Berg containing 6 exhibits. Mr. Mushkin then used EXHIBIT A to question Mr. Harrison. Mr. Mushkin contended that: 1) when his client signed the purchase agreement on February 17, 1998, the subcontract had been in place as of February 16, 1998; 2) there was a dispute between the two parties regarding the quality of the cabinets, which had also been reviewed by an expert; and 3) moneys to pay the balance were being held in escrow.

When Mr. Gregory questioned if there was anything different between the two contracts, Mr. Mushkin said yes. Mr. Gregory clarified the cabinets had not been paid for because Vision Craft did not like them. Mr. Mushkin agreed.

Mr. Berg told the Board why he was not satisfied with the cabinets, and what he had done to have them inspected.

Mr. Mincheff testified he, along with Investigator Knight, had inspected the cabinets on September 22, 1998. At that time, there were several issues of completion to be addressed respecting the cabinets. It was the investigators opinion that the cabinets had chatter marks on the doors and drawers but the extent of the work was within the realm of pick up cabinet work. Upon reviewing the same cabinets at several locations, all were consistent with the installation at Vision Craft Homes. It was Mr. Mincheff's opinion that the cabinets had been Installed per industry standard, but that some elements needed to be taken care of as punch list items.

Mr. Lee maintained the pickup work would have been performed if Canac had been paid.

Dialogue then followed regarding the repair work and payment, and change in counsel.

#### BANICH COMPLAINT

Mr. Banich testified that he had entered into a contract with the Licensee to build a home for \$699,000. The Licensee had been paid the total contract price of \$699,000 plus change orders. Workmanship issues and unlicensed contractor issues manifested themselves. Ken Comstock was referenced. Mr. Banich identified him as an unlicensed contractor who performed various installation and repair work. Additionally, the metal roof, which had been installed had been installed by an unlicensed contractor, Production Plumbing and Air Conditioning. A Tom Bragg, an unlicensed contractor, had also performed work on Mr. Banich's house. He too had performed various jobs on the job site. Vision Craft Homes had provided all of the unlicensed contractors. Mr. Banich then related whom Cynthia Walton was and what it was she was to accomplish regarding the electrical work. Her plan had not been provided to the electrical contractor, resulting in 14 major code violations, an electrical fire, and inadequate wiring to the air conditioning units, in addition to many workmanship items. Mr. Banich then noted the workmanship items that caused him concern, with comments from Mr. Caleel.

Mr. Parker questioned which items were to be considered as Chapter 40 items for which the Board would not take action. Mr. Taylor clarified that he was suggesting, minimally, that Paragraph 13, items g and i, were potential health safety issues, as well as the water and electrical issues. Mr. Parker said in his conversations with Mr. Griffy and Mr. Haney, it was determined the only public health safety issues involved the glass panels lining the stairway and the second story. An agreement had been reached with Vision Craft to repair the clips.

Mr. Parker then questioned Mr. Banich.

Mr. Mincheff confirmed that a notice of correction had been issued on April 2, 1999. It consisted of 41 items. Mr. Mincheff testified that the greater percentage of the items had not been addressed within the allotted period of time, resulting in a final notice.

Mr. Mushkin commented that a final notice to correct had not been received. However, the litigation process had commenced and the items were not corrected. Additionally, the Licensee had been denied access to the property.

FINANCIAL STATEMENT AND MISREPRESENTATION ISSUES

Mr. Bertuzzi said he had requested a financial statement on February 4, 1999 but he had not received a reply. Daniel Berg was also known as Daniel M. Schonberger. Mr. Berg had two social security numbers. One was #\*\*\*-\*\*-\*\*\*\*, issued to Daniel M. Schonberger, in Texas, in 1986. The records attached to the number also showed an "also known as" Daniel M. Berg. The license application was signed by Daniel M. Berg, Social Security #\*\*\*-\*\*-\*\*\*\*. That number had been issued to Mr. Berg in California in 1971. It also showed the other social security number as being associated. Mr. Bertuzzi stated that the information just provided had not been indicated on the license application.

Mr. Mushkin questioned Mr. Bertuzzi regarding an un-audited financial statement, dated December 31, 1998 and other documents, one dated February 18, 1999, utilizing EXHIBIT B, a second affidavit from Mr. Berg. The FAX transmission letter to the board was dated April 23, 1999. Mr. Mushkin stated that his client had been in communication with Thomas Knapp and Mr. Knapp had been advised of the problem with tax season and with getting financial information to the board.

EXHIBIT C, an affidavit regarding misrepresentation, was also entered into the record. Mr. Mushkin questioned Mr. Berg, who told the Board he had been born on July 10, 1956. His name at time of birth was Daniel Schonberger. He was adopted by his step-father, Marvin Berg, when he was 4 years old. Mr. Berg said his social security number was\*\*\*-\*\*-\*\*\*\*. In the mid 1980's, Mr. Berg had been in an automobile accident which resulted in a memory loss for a period of time. Within that time period, Mr. Berg had applied for and received a second social security number. Mr. Berg explained that he had sent for a copy of his birth certificate, which came back with the original name of Schonberger, because the birth certificate department in Allentown, Pennsylvania had burned down and they did not have the adoption papers. When Mr. Berg realized he had two social security numbers, legal counsel had advised him to abandon the name of Schonberger because he was legally Daniel Berg. Since the mid 80's, Mr. Berg had used the name of Daniel Berg with \*\*\*-\*\*-\*\*\*\* as his social security number.

Questioning followed regarding Mr. Berg's name.

Mr. Mushkin referenced an offer that had been submitted to Canac Kitchens, and according to Mr. Mushkin, the document dated January 7, 1999, was in the Board's license file for Vision Craft Homes.

FRED GAWRYK COMPLAINT

Mr. Mushkin disclosed that the court had issued a temporary restraining order (TRO) in the matter. The affidavit containing the TRO was entered into the record as EXHIBIT D.

Discussion ensued regarding providing the Board with exhibits in a timely manner. For the record, Mr. Mushkin stated he had asked for a continuance in order to do just that but the continuance had been denied.

Mr. Griffy stated that the allegation was that a review of the plans for the project and the work performed by the Licensee revealed 25 exterior elevation details that were built contrary to plans, designs, and specifications.

Mr. Mincheff clarified that the issue pertained to an Industrial Regulation (IR). It had nothing to do with the workmanship complaint that was pending. Mr. Mincheff testified he had reviewed the plans with the homeowner, describing what was on the plans that had not been followed. Basically, parapet walls on the flat roof were missing. Mr. Mincheff added that Mr. Berg had acknowledged the issues and had subsequently opened a complaint against a subcontractor who had left the items out of the plans.

Mr. Gawryk then detailed all of the items that were missing.

Mr. Mincheff said the house was currently lathed. A notice to correct had not been issued as there was no set policy to issue a correction notice regarding an IR issue.

Mr. Berg stated that the overwhelming majority of discrepancies had been approved by Mr. Gawryk's architect. Mr. Berg said he had the architect's signature on the changes. Mr. Berg related his dealings with the architect, the owner, and the reason for the TRO.

More discussion occurred regarding the elevation deviations.

Mr. Haney suggested amending the charges for a continued hearing.

Mr. Gregory asked Mr. Gawryk to have his architect validate the 25 points of elevation. Staff was directed to include all charges in the continued hearing.

**The Board continued the Vision Craft Homes Inc. hearing to a future date in January or February.**

Due to the length of the previous hearing, the final two items on the agenda, were carried forward to the following day.

**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 4:10 p.m.

Respectfully Submitted,

Betty Wills, Recording Secretary

APPROVED:

Margi Grein, Executive Officer

Kim Gregory, Chairman