

March 13, 2023

**MINUTES**  
**OF THE COLLIER COUNTY**  
**CONTRACTORS' LICENSING BOARD MEETING**

March 13, 2023

Naples, Florida

**LET IT BE REMEMBERED** that the Collier County Licensing Board, having conducted business herein, met on this date at 9 a.m. in **REGULAR SESSION** in Administrative Building F, 3<sup>rd</sup> Floor, Collier County Government Center, Naples, Florida, with the following members present:

<b>Chairman:</b>	Todd Allen (excused)
<b>Vice Chairman:</b>	Stephen Jaron
	Elle Hunt
	Terry Jerulle
	Richard E. Joslin
	Kyle Lantz (excused)
	Robert Meister III (excused)
	Matthew Nolton
	Patrick G. White (excused)

**ALSO PRESENT:**

Kevin Noell, Esq., Contractors' Licensing Board Attorney  
Timothy Crotts, Contractor Licensing Supervisor  
Colleen Kerins, Assistant Collier County Attorney  
Michael Bogert, Collier County Licensing Investigator  
Michael Governale, Collier County Licensing Investigator  
Sandra Delgado, Supervisor, Operations, Licensing

*Any person who decides to appeal a decision of this Board will need a record of the proceedings and may need to ensure that a verbatim record of said proceedings is made, which record includes the testimony and evidence upon which any appeal is to be made.*

**1. ROLL CALL:**

**Acting Chairman Jaron** opened the meeting at 9 a.m.  
Roll call was taken; five members were present in the BCC Chambers.

**Supervisor Crotts** said Board Members Allen, White, Meister and Lantz provided prior notice and asked that their absences be approved.

*[Acting Chairman Jaron approved the absences.]*

**2. ADDITIONS OR DELETIONS:**

Supervisor Crotts said there will be an added update on Senate and House bills filed regarding contractor licensing under “Discussion,” 6B. Under “New Business,” Item 8G will be removed because the applicant is unable to attend this meeting. It will be moved to the April meeting.

**3. APPROVAL OF AGENDA:**

*Board Member Joslin moved to approve the agenda. Second by Board Member Jerulle. The motion passed unanimously, 5-0.*

**4. APPROVAL OF MINUTES:**

**A. February 13, 2023**

*Board Member Nolton moved to approve the February 13, 2023, meeting minutes. Second by Board Member Joslin. The motion passed unanimously, 5-0.*

**5. PUBLIC COMMENTS:**

None

**6. DISCUSSION:**

**Supervisor Crotts** introduced Stephen Beckman, the new City of Naples Building Official.

**Mr. Beckman** told the board that he spent most of his years as a contractor working up north in the Midwest, moved to Florida in 2006 and spent seven years as a contractor in Collier County. He joined the City of Naples in 2014 for a while, but was lured away by a previous client who owns a resort in the Caribbean, so he tried that out for a while. He worked as a building official in a couple of other jurisdictions and when the opportunity to return to Naples came up, he couldn't pass it up. He looks forward to working with everyone in the future.

*During questioning by board members, he provided additional details:*

- He worked as a certified general contractor and certified building contractor.
- He worked mostly in residential, multifamily and remodeling.
- He's from Cleveland.
- He began working as the city's building official on January 23.
- As a contractor, he learned a lot from Code Enforcement officials.

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- He looks forward to the opportunity to help others, just as good inspectors helped him.
- His new job is a great opportunity to work with the public and contractors.

***Supervisor Crotts provided a report on House Bill 735, which passed last year:***

- The bill preempts many county-issued local licenses; 31 are scheduled to go away July 1st.
- 13 are still being reviewed by staff and the rest will stay.
- Last week, two Senate bills and two House bills worked their way up to reverse those licenses going away, but there are still 14 licenses in this bill that will go away if this bill passes.
- One of the House bills would go into effect on July 1<sup>st</sup> and will supersede House Bill 735.
- Some licenses that would go away are painting, flooring, cabinetry, interior remodel where there is no structural component; decorative stone; tile and marble; terrazzo; plastering; pressure-washing; stucco and caulking; canvas awning; and ornamental iron installation.
- We wanted to give the board a heads-up that the bills are going through a review process and one has been filed.
- We will keep the board apprised as they move closer to passing.
- If the bills pass, it may affect staff recommendations for probationary periods moving forward.

**Board Member Jerulle** asked how many were going away, 31, and now it's 14?

**Supervisor Crotts** said 31 licenses were going away, 13 that were questionable, but 14 will go away under the Senate and House Bills pending now.

*[A discussion about the bills ensued and the Legislative session.]*

***Attorney Kerins provided clarification:***

- Two house bills and two Senate bills are working their way through; all were filed last week.
- One made it to the first reading of the subcommittees that review these bills.
- They then have to work their way through, depending on the number of votes and edits needed.
- There is talk at the state level that will allow Collier to retain some of power over specialty licenses.
- The original part of 735 remains, with the removal of cabinetry, painting and those types of licenses.
- It clarifies on all four that structural components would be preempted if it's home remodeling, so you would not need a license if you're doing home remodeling without a structural component.
- All the bills add that you don't need a license for pressure-washing.
- All four also note that if no license is required at the local level, then you do not need to pull a permit, so it preempts building departments from requiring permits.
- This would become problematic with fencing and others where the county requires permits.
- The rest of the bills – one Senate bill and one House – establish that the CILB shall establish additional specialty licenses that deal with aluminum, glass and glazing garage doors and much of the marine work that was previously going to be preempted.
- That still takes away the county's power, but it adds that it will be regulated at the state level.
- The last House bill also adds that if you're bidding on a government job and a license isn't required for that work in the private sector, then it's not needed at the public level.
- It's all still in flux, so we recommend proceeding as if these licenses were staying.
- The House and Senate are taking a second look at the issues that we've been discussing for the past 1½ years.

**Board Member Jerulle** noted that Bill 735 passed and is a law and these bills may or may not change that?

**Attorney Kerins** said yes.

7. **REPORTS:**

None

**8. NEW BUSINESS:**

**A. Orders of the Board [10 items]**

*Board Member Joslin made a motion to authorize the Chairman to sign the Orders of the Board. Second by Board Member Jerulle. The motion passed unanimously, 5-0. The Orders of the Board were approved.*

**B. Adrian Floarea – Royalty Marble and Tile LLC**

**Tile & Marble Contractor – Review of Experience**

*Acting Chairman Jaron called Mr. Floarea to the podium, and he was sworn in.*

*Supervisor Crotts reported that Mr. Floarea has submitted an application for the issuance of a local license for a Tile & Marble Contractor, which requires 24 months of experience. As part of the application process, Mr. Floarea was required to submit documentation outlining his experience. He submitted a brief summary of his experience that shows that he has experience in electrical contracting, but his ability to show his experience with tile and marble is limited.*

*Mr. Floarea documented that he received a certificate as a Certified Tile Installer in September 2022 and provided IRS documents for 2020 and 2021 showing the business name of Royalty Marble & Tile. This does not represent the required experience.*

*Based upon the information received, it is staff's opinion that Mr. Floarea does not meet the minimum requirements as set forth in Ordinance 2006-46 as it relates to the experience under Section 1.6.3.45, as a Tile & Marble Contractor. Because Mr. Floarea does not meet the qualifications needed for the issuance of the Tile & Marble Contractor License, Mr. Floarea is being referred to the Board under 2.5.2, Referral of the Application to the Contractors' Licensing Board for a Decision. Mr. Floarea is here today to answer your questions.*

**Acting Chairman Jaron** asked Mr. Floarea to provide information on his background in tile and marble.

**During questioning by the Board, Mr. Floarea outlined the following:**

- He started in 2002 and opened his own company in 2012 and worked in Michigan.
- He's been working in the industry for 20 years.
- He worked for builders and two remodeling companies.
- He could provide them with more information about his background.
- He didn't submit more because he was told he just had to submit two references and a resume.
- He made a lot of money doing the work; IRS documents show that.
- A license wasn't required for this type of work in Michigan.
- He and his father did tile work for builders and made a lot of income.

**Board Member Jerulle** asked Supervisor Crotts if he should withdraw his application.

**Supervisor Crotts** said staff can speak with Mr. Floarea and show him what documentation is needed. If he can prove he has the experience, he won't be required to go before the CLB. We can postpone this until April and then if he gets the information to me, then we'll withdraw it and the application will go through. If he does not provide the information, then we'll bring it back to the CLB in April for a review.

**Board Member Joslin** asked if this is one of the licenses that will go away in July.

**Supervisor Crotts** said it was.

**Acting Chairman Jaron** explained to him that his license may not be required after July.  
**Mr. Floarea** said he understood but still wants it.

**Mr. Floarea** agreed to supply staff with the required information and to postpone the matter until the April meeting.

**Supervisor Crotts** said they would continue this matter until April, but the license will be issued if he supplies documentation before that.

**C. Keaton C. A. Stewart – All Shutters Pro LLC**  
**Hurricane Shutters/Awning Contractor – Review of Experience**  
*[Continued; respondent did not show up.]*

**D. Ross J. Littlefield – I.W.F. LLC**  
**Insulation Contractor (Building) – Review of Experience**  
*Acting Chairman Jaron called Mr. Littlefield to the podium, and he was sworn in.*

**Acting Chairman Jaron** noted that there was some information provided to board members later.

*Supervisor Crotts reported that Mr. Littlefield is here today for issuance of an Insulation Contractor License for Buildings, which requires 24 months of experience and a minimum credit score of 660.*

*As part of the application process under County Ordinance 2006-46, Section 2.3.9, Mr. Littlefield was required to submit a personal and business credit report. His personal credit report was reviewed and appears not to meet the financial responsibility as set forth in Section 2.5.1(d), “The applicant or qualifier meets the requirement for financial responsibility as set forth in Rule 61G4-15.006 of the State of Florida.*

***A review of the personal credit submitted by Mr. Littlefield shows the following areas of concern:***

- *Mr. Littlefield’s credit shows a score of 598, with a minimum of 660 required.*
- *An unpaid past due account of \$1,533 from Capital One, a charge-off dated February 2022.*
- *\$1,117, from CCS First National Bank, a charge-off dated January 2022.*
- *\$1,212 from First Premier Bank, a charge-off dated September 2021.*
- *\$1,698 from FSB Blaze, a charge-off dated January 2022.*
- *\$3,969 from Landmark Financial Services, a charge-off dated March 2022.*
- ***Total charge-off amount: \$9,529***

***The following are under collections:***

- *\$1,184 from Continental Financial Services, dated January 2022*
- *\$1,179 from LVNV Funding LLC, dated March 2022*
- *\$1,154 from CKS Prime Investments, dated January 2022*
- *\$1,513 from Midland Credit Management, dated on March 2022*
- *\$3,199 from the National Credit Adjustment, dated December 2022*
- ***Total in collections: \$8,229***
- ***The total in charge-offs and collections: \$17,758***

*As part of the application process for the issuance of a Building Insulation Contractor License, Mr. Littlefield was required to provide documentation showing his experience. As part of the staff-review process, Mr. Littlefield submitted letters from contractors or coworkers. None of these letters from former or current employers outline his experience. Mr. Littlefield also submitted a local tax receipt from Orange County. However, this tax receipt does not show the trade Mr. Littlefield holds the license for and staff was*

*unable to obtain information from Orange County.*

*Under application issues, under Ordinance 2006-46, 2.3.12 qualifier information G, H and I, staff has been made aware of issues regarding the above sections and asked that the Board review submitted documents transmitted to the Board. In a one-way communication on March 10, 2023, staff confirmed that the applicant has been arrested for crimes and was ordered to pay \$2.7 million in restitution in \$800 monthly payments.*

*Unfortunately, because this information was received at the last minute, staff was unable to confirm if payments are current. There's also information from Orange County courts that shows Mr. Littlefield was found guilty and was sentenced to 48 months in prison and ordered to pay restitution. There's also an order from Osceola County, where Mr. Littlefield also was found guilty. Part of the order involved a supervisory fine and an order that the defendant cannot engage in any fiduciary relationship with any person 55 years or older, except for family. He also was found guilty of money laundering in the Orlando Division of U.S. District Court.*

**Acting Chairman Jaron** asked for more information about the 55 years and older terms.

**Supervisor Crofts** said as part of the court order, Mr. Littlefield cannot engage in any fiduciary relationship with any person 55 years of age or older, except for family, and cannot enter into any contracts with anybody 55 years older, except family.

*Based upon the information received, it is staff's opinion that Mr. Littlefield does not meet the minimum requirements as set forth in Ordinance 2006-46, as it relates to experience under Section 1.6.3.23(b), as it relates to Insulation Contractor for Buildings and that Mr. Littlefield does not meet the financial responsibility under Section 2.5.1(d).*

*Mr. Littlefield is being referred to the Board under Section 2.5.2, Referral of the Application to the Contractors' Licensing Board for a Decision. Investigator Mike Bogert was able to speak to Mr. Littlefield last week and the information he received may be important.*

**Investigator Bogert** said he was asked to reach out to applicants on the agenda, including Mr. Littlefield, to see if they would be attending. Mr. Littlefield verified he would be present today for his review of experience and credit. When he was advised that the county discovered more information during the application process and that he had been criminally charged within the last 10 years. He acknowledged that and said he would be comfortable discussing this in public during his review. Further dialogue about the application process showed he had a court-ordered \$800 monthly obligation for restitution on the criminal charges. He stated that restitution would be satisfied when roughly \$2.7 million was paid in full. I did not confirm if he was in arrears. He confirmed he would be continuing with the application process and would be present today.

**Acting Chairman Jaron** thanked him for coming and asked him to provide some background about those issues.

***During questioning, Mr. Littlefield told the Board:***

- Two Orlando general contractors that are doing business in Collier County building five or six buildings. They asked him to come here to work for them on those buildings.
- He has no interest in opening a business or soliciting business in Collier County.
- The GCs are building national chain restaurants, a Cheddars, Olive Garden and a Lone Star.
- He works for those contractors in 17 states and has been doing their business for over 20 years.
- When he came to Florida in 1992, he worked for Gale Insulation for 14 years.

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- He was Gale's national commercial manager until 2002, when Masco Contractor Services bought them.
- In 2002, he was put on Masco's acquisition team and bought and sold companies for four years.
- His wife was going through law school and opened a law office in Osceola County.
- The criminal charges stem from her business. She opened a non-profit trust and an advisor from Clearwater told her she needed someone not biased toward her law firm to be on the board of the trust, so he (Mr. Littlefield) agreed to be on the board of the trust.
- He was still working for Masco and his wife ran the trust in his absence for two or three years and got into issues with the IRS.
- The money laundering involves his wife moving money from the trust to her law firm to fund her personal-injury clients.
- He's been doing construction for 35 years and worked for the National Historic Trust in Washington, DC, for 10 years, and in construction management for a large hospital there.
- It wasn't a good scenario for four years and he's paying for it.
- He's done multiple projects all over Orlando, about 50% of Universal Studios, all of Animal Kingdom, most of MGM studios, the Ritz-Carlton, the Marriott's Gaylord Palms Resort and the Orange County Convention Center, among others.
- Since the legal fiasco, he went to work for an Orlando construction company that's building a hotel and was the construction manager until COVID hit.
- The construction firm applied for the federal [Paycheck Protection Program] but was denied and everyone was reduced to a 50% reduced wage rate.
- That led to him getting into trouble with some credit cards, but 14 are current with a zero balance.
- He's been paying off the credit cards a little at a time as money comes in.
- His interest in getting a Collier County license was not to open a business, visit or solicit business here. It's only to work for the two GCs and earn less than \$100,000 for seven jobs.

**Board Member Jerulle** noted that he was convicted in October 2013, which is less than 10 years ago. His application asked if he'd ever been convicted and he said no.

**Mr. Littlefield** said that probably was a mistake because he did the application by himself and it was a lot of paperwork. He was trying to figure out whether they were asking if he was applying for a General Contractors License or another. He couldn't get a lot of answers from the county about where and how he should apply.

**Board Member Jerulle** said the question is straightforward.

**Mr. Littlefield** apologized and said he missed that. The original charge was 2010 and federal prosecutors charged him in 2013 for the same case.

***A discussion on the charges ensued and the following points were made:***

- There were two cases, one in Osceola County and then the feds charged him three years later for the same criminal case.
- He admitted there was a third charge between those cases. He was working for a company and was wrongfully ordering materials.
- He can't work around people 55 years or older when money is involved or write contracts.
- The court order may not restrain him from construction contracts.
- The question about being convicted within 10 years covers all convictions, even if they stem from an act that took place more than 10 years earlier.
- The court order is specific to fiduciary relationships and financial matters.
- The county would not have automatically denied the application if he'd admitted he was convicted of something in the past 10 years but staff would have researched that further.
- The county received the criminal information a few days ago and they need to research it further.

**Supervisor Crotts** noted that he's not opening a business or looking for work outside of these general contractors. He could become an employee of the two general contractors and work under their licenses and do the installation as a W2 employee. No license will be required because that would be covered under the general contractor's license.

**Mr. Littlefield** confirmed that and said he doesn't call in any inspections. His work is very specialized. The only reason he's applying for a Collier County license is that the contractors couldn't find anyone else to do that work.

**Board Member Joslin** asked why he couldn't work for them as an employee on their payroll.

**Mr. Littlefield** said that's hard to do with companies because he owns his own company and then be on the payroll for somebody else and the dollar value is minimal. Some of these jobs are \$8,000. It doesn't make financial sense for them to go through \$1,000 in payroll expense for \$8,000 in value when roughly 50% of that is materials. It's about 50% to 50% in value laborwise. If the Board wants to restrict a license to those five or six jobs, he would be fine with that.

**Board Member Nolton** said he's not inclined to approve it due to his credit score and the incorrect answer on his application.

**Acting Chairman Jaron** said it seems like a lot of trouble to go through for a handful of jobs. There are many insulation contractors here so he doesn't know when his GC began searching for someone. Things are changing in construction, lead times are shortening, prices are peaking in some areas, so it doesn't seem like a lot of money for you to come all the way down here. Somebody needs to come up with a motion. We have enough information to make a decision.

**Board Member Joslin** asked Supervisor Crotts if staff had a recommendation.

**Supervisor Crotts** said staff recommends that the license not be granted. Restricting the license would be difficult to enforce because we would not have any capability to make any determinations on any contracts the applicant may be entering into.

*Board Member Nolton made a motion to deny a waiver of experience and credit for Ross J. Littlefield's Insulation Contractor's License. Second by Board Member Joslin. The motion passed unanimously, 5-0.*

#### **E. Yuniel Perez – Innova Construction Enterprises LLC**

##### **Building Contractor-Registered – Review of Experience and Credit**

*Acting Chairman Jaron called Mr. Perez to the podium, and he and his wife/translator were sworn in.*

*Supervisor Crotts reported that Mr. Perez has submitted an application for the issuance of a local registered license as a Building Contractor, which requires 48 months of experience and a minimum credit score of 660. Under Collier County Ordinance 2006-46, Section 2.3.9, Mr. Perez was required to submit a personal and business credit report. His personal credit report was reviewed and appears not to meet the financial responsibility as set forth in Section 2.5.1(d), "The applicant or qualifier meets the requirements for financial responsibility as set forth in Rule 61G4-15.006 of the state of Florida."*

##### **A review of Mr. Perez's personal credit report shows the following areas of concern:**

- *The credit report score is 605; a minimum of 660 is required.*
- *\$6,338 in unpaid collections from Bank of America, reported in August 2022.*
- *\$1,519 in unpaid collections from Macy's, reported in August 2022.*
- *\$3,379 in unpaid collections from Suncoast Credit Union, reported in July 2022.*
- *\$10,948 in unpaid collections from Suncoast Credit Union, reported in August 2022.*



- *A total of \$22,184 in collections is due.*

*Mr. Perez was required to submit documentation showing his experience. As part of the staff-review process, Mr. Perez submitted the following Verifications of Experience from former employers outlining his experience:*

- *Abbott Hill LLC, a state certified general contractor. The company owner said Mr. Perez worked for the company from September 2021 to August 2022, 11 months. Staff was unable to contact the owner to verify any experience.*
- *Magna Construction Inc., a state-certified general contractor. The company president said Mr. Perez worked for the company from September 2022 to present, 29 months. In a phone interview, the company owner said Mr. Perez's experience involved residential construction only. No commercial building or condominium work was performed.*
- *Perception Building Inc., a state-certified general contractor. The company president said Mr. Perez worked for the company from March 2018 to August 2020, 29 months. Staff was unable to reach the company president to verify any experience.*

*Based on the information received, it is staff's opinion that Mr. Perez does not meet the minimum requirements as set forth in Ordinance 2006-46, as it relates to experience under Section 1.6.1.2, as a Building Contractor, and that he does not meet the financial responsibility under Ordinance 2006-46, Section 2.3.9. Because Mr. Perez does not meet the minimum experience required for credit and qualifications, Mr. Perez is being referred to the Board under Section 2.5.2, Referral of the Application to the Contractors' Licensing Board for a Decision. Mr. Perez is here today to answer your questions.*

**Acting Chairman Jaron** asked Mr. Perez to provide more details about his experience.

***During questioning, Mr. Perez told the Board:***

- He started working here 12 years ago and has been in the U.S. his entire life.
- He does everything in homes with slabs.
- He supervises and ensures everything passes inspections.
- He had credit problems due to the pandemic, as well as after buying a home this year, when many bills and his mortgage had to be paid.
- His credit was good before that, but after the pandemic it got bad.
- He's working for Magna Construction now, building houses in Cape Coral.
- He supervises 20 workers and they build from the ground up.
- He has no commercial or condo experience.
- He builds cabinets for Abbott and single-family homes for Magna and did that for Perception.
- He started working in 2002, all in the U.S., in Collier County, Marco Island and Lee County.
- He plans to continue paying down his debt by making payments little-by-little.
- He has proof that he's making payments and has made plans with creditors.

**Board Member Jerulle** told him he should withdraw the application and submit an application as a residential builder and come up with a plan on how to pay down his credit and contact creditors to work out payment plans and bring that to show county staff. He'd be more inclined to give him a residential license. We don't have enough information for a decision.

**Acting Chairman Jaron** told him his experience is in residential, with single-family homes. He should resubmit for a residential contractor license and provide a credit plan to show how he will pay down his debt.

**Board Member Hunt** told him he should withdraw the application and provide documented proof to show

he's working to pay off his creditors. Once he does that, they would be more open to approving his application.

*[Ms. Perez asked questions about what to do and then told her husband in Spanish.]*

**Acting Chairman Jaron** asked if he would agree to withdraw the application.

**Mr. Perez** said he would. He withdrew his application.

**Acting Chairman Jaron** told him to speak to the county staff about what he should do.

**Board Member Joslin** told him they need more information from him.

**F. Gregory L. Walker – Greg Walker Fence LLC (dormant license)**

**Fence Contractor – Review of Credit**

**Acting Chairman Jaron called Mr. Walker to the podium, and he was sworn in.**

*Supervisor Crofts reported that Mr. Walker has submitted an application to go from dormant to active for the issuance of a specialty license of Fence-Installation Contractor, which requires a minimum 660 credit score. Under Collier County Ordinance 2006-46, Section 2.3.9, Mr. Walker was required to submit a personal credit report, which was reviewed and appears not to meet the financial responsibility in Section 2.5.1(d), "The applicant or qualifier meets the requirement of financial responsibility as set forth in Rule 61G4-15.006 in the state of Florida."*

*A review of the credit report shows the following area of concern:*

- *A credit score of 611, dated February 2023; the minimum required by rule is 660.*

*Because Mr. Walker does not meet the minimum credit score by ordinance, he has been referred to the Board under Section 2.5.2, Referral of the Application to the Contractors' Licensing Board for a Decision. The credit report did not show any collections or any past due amounts.*

**Acting Chairman Jaron** asked Mr. Walker to provide some background information on his experience and credit history.

*[A discussion about the dormant status and his credit ensued.]*

**Mr. Walker detailed his credit for the Board:**

- He's been in the fence industry since 1984 and started his own business in 2007.
- In 2021, he and his wife decided to move to Tennessee, but it didn't work, so they moved to Ocala because they didn't want to return to Collier County.
- After living with his mother-in-law, they ended up moving back to Collier, but he's been out of work for the past year due to health reasons and he couldn't find a job in Tennessee.
- That's why his credit is less than required.
- He applied for jobs everywhere, but fencing is all he knows. He dropped out of high school and put his credentials on dormant status because he wasn't sure if they were going to return to Collier.
- He's working on his credit now and borrowed money to pay off his truck payments to get them current. It was mostly credit cards, truck payments and hospital bills hurting him.
- When he arrived in Tennessee, his family got COVID so he lost the job he'd lined up.

**Board Member Jerulle** asked how long he needed to get his credit score back up.

**Mr. Walker** said a couple of months. He needs to get back to work.

**Board Member Hunt** asked if they could give him a probationary license.

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**Supervisor Crotts** recommended 12 months of probation and if his credit improves within six months with no issues, the probation will be lifted. If not, probation would continue another six months. If his credit is still not improved to 660 and above in 12 months, he will come back before the CLB.

**Board Member Jerulle** asked if he understood.

**Mr. Walker** said he understood

**Board Member Jerulle** said he'd be willing to give him a license subject to those terms and conditions.

**Mr. Walker** said he understood.

**Board Member Joslin** noted that it would be a probationary license.

*Board Member Jerulle made a motion to put Gregory Walker's license on 12 months of probation and if his credit improves within six months with no issues, the probation will be lifted. If not, probation would continue another six months and if not improved by within months, he will be required to come back before the CLB. Second by Board Member Joslin. The motion passed unanimously, 5-0.*

*[The Board took a break from 10:06 a.m. to 10:22 a.m.]*

**G. Michael A. Guerra – First Choice Pool Service LLC  
Swimming Pool/Spa Servicing Contractor – Second-Entity Application**

*[Moved to the April 19, 2023, meeting at the applicant's request.]*

**9. OLD BUSINESS:**

**A. Andrew Martinez – ADS Landscaping & Irrigation Systems LLC  
Second-Entity Application – Financial Responsibility Contract Review  
Acting Chairman Jaron called Mr. Martinez to the podium and he was sworn in.**

*Supervisor Crotts reported that Mr. Martinez submitted a second-entity application for the trade of Landscaping Contractor and Irrigation Contractor on January 18, 2023. As part of the Board order, a 60-day probationary license was granted. Prior to the expiration of the probationary period, the applicant was required to appear before the Board to provide a copy of the contract with the second entity and provide proof that the applicant has financial responsibility and financial oversight of the second entity.*

*A copy of this order has been attached for the Board's review. Mr. Martinez, who has an attorney, has submitted a copy of the proposed additional contract that gives Mr. Martinez financial oversight, as required by the Board. The Board has an unsigned copy, but Mr. Martinez supplied a signed document this morning and he'll enter that into evidence.*

*[A discussion ensued over the signed copy, which was on page 403. The Board then reviewed it.]*

*A discussion ensued and the following points were made:*

- The document makes him financially responsible.
- He can look at the books quarterly.
- Acting Chairman Jaron advised him to look at them more than quarterly to protect himself and his license, possibly review them weekly.
- Mr. Martinez said he has access online through QuickBooks.

**Acting Chairman Jaron** asked what staff's recommendation was.

**Supervisor Crotts** said that if the Board feels the contract is sufficient, the probationary period should be

removed.

**Board Member Nolton** asked Attorney Noell if it met the requirement.

**Attorney Noell** said it appears to fit what the Board asked for and it does provide financial oversight.

**Board Member Nolton** made a motion to remove the probationary period.

**Board Member Joslin** seconded it, but said he wished Mr. Martinez had check-writing capabilities.

**Board Member Hunt** said she only sees a right to inspect. Was she missing something?

*[A discussion ensued over whether it meets the requirements.]*

**Attorney Noell** said the key is in paragraph 2 of the agreement toward the end, where it says the qualifier is to assure financial oversight, as required, and it specifically cites Section 489, which more specifically lays out the financial responsibility that the qualifier would have under that statute. By citing that statute, it incorporates it by reference.

**Board Member Jerulle** told Mr. Martinez that if his partner or owner doesn't do something correctly or does it illegally, you're going to withdraw your qualification. That's your only recourse.

*Board Member Nolton made a motion to lift the probation on Andrew Martinez's Landscaping and Irrigation Contractor licenses. Second by Board Member Joslin. The motion passed unanimously, 5-0.*

**10. PUBLIC HEARINGS:**

- A. 2023-01 – Charles C. Willey, dba Asphalt Maintenance & Sealcoat Inc. (CEMIS20220011243)**  
*Acting Chairman Jaron called Mr. Willey to the podium and he, homeowner Scott Angelico, contractor Raymond Rhoden and Investigator Bogert were sworn in.*

*Acting Chairman Jaron made a motion to open the public hearing for 2023-01. Second by Board Member Joslin. The motion passed unanimously, 5-0. The public hearing was opened.*

**Investigator Bogert** said a copy of the case packet and complaint was presented, signed and dated by the respondent. He asked to submit the Preamble and Case Packet for 2023-01 into evidence.

*Board Member Jerulle made a motion to accept the Preamble and Case Packet for 2023-01 into evidence as County Exhibit A. Second by Board Member Nolton. The motion passed unanimously, 5-0. The Preamble and Case Packet were entered into evidence.*

**Investigator Bogert gave an opening statement:**

*The respondent, Charles Willey, a Collier County licensed paving contractor with Issuance No. 35453, is the qualifier for and owner of Asphalt Maintenance & Sealcoat Inc., a Collier County Contractors' Licensing Board-approved second entity. Mr. Willey contracted for and performed the scope of work for an asphalt driveway installation at 1870 Angela Rd. The asphalt driveway installation, done by Asphalt Maintenance & Sealcoat Inc., does not meet generally acceptable standards for Collier County because it was not properly compacted and/or because the base underneath was not graded properly. Asphalt material degradation also is evident with weed growth and distress in the asphalt pavement within a month of the install.*

*Mr. Willey is in violation of Collier County Code of Ordinances, Section 22-201.10, which states, in pertinent part, that it is misconduct for a holder of a Collier County Certificate of Competency to fail to promptly correct faulty workmanship or promptly replace faulty materials installed contrary to the provisions of construction. Faulty workmanship means work that is not commenced, not continued or not completed in*

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*accordance with all specifications of the applicable written agreement. Faulty workmanship includes any material flaws in the quantity and/or quality of the unfinished or finished work product, including any item that does not function properly as part of the entire project.*

*If there is no written agreement provision regarding the specific faulty workmanship issue, faulty workmanship exists if the work process product, or part thereof, does not meet generally accepted standards in Collier County in relation to the entire project. Faulty workmanship does not include matters of aesthetics unless the aesthetically related item clearly violates a written contract specification directly related thereto.*

**Acting Chairman Jaron** asked Mr. Willey to explain his side through a brief opening statement.

***Mr. Willey told the Board:***

- They did a job at 1870 Angela Rd. for a homeowner.
- We had a proposal for him, but he wouldn't sign the agreement and never gave us a deposit.
- He hesitated to even do the job because the homeowner wasn't going to pay.
- The homeowner was supplying his own base rock, so that was underneath the asphalt, which means it's structural.
- He can provide a statement from Q. Grady Minor & Associates and FDOT to support his account.
- Whatever Collier County standards are, the rock that's underneath it is not correct base rock.
- We did not buy it. It's not DOT-specified and we had no testing for it.
- Base rock typically has weeds within as little as two weeks.
- All these conditions weren't met and the homeowner was aware of all of them.
- Another contractor gave the homeowner an estimate and told him similar things, and the documentation from GradyMinor that shows this. It's a structural thing. If the base isn't good, it's not going to roll out and will leave imprints, etc.

***A discussion ensued and the following points were made:***

- He wrote up a contract for his son, but the homeowner would never sign it or agree to anything.
- My company supplied all the material and that's why he put a lien on it.
- The base was contaminated and had clay and other problems.
- No money was exchanged.
- Mr. Willey's company offered to bring in base rock from the Bonita Grande, but the homeowner didn't want it.
- The base rock that was there was just crushed No. 57 stone.
- You can roll it when it has creases in it, but it's not good. That means the asphalt that lays on it won't be right.
- The base rock underneath is important, and the GradyMinor documentation shows that. He didn't follow Collier County standards.

***Investigator Bogert presented the county's case:***

*On October 28, 2022, the Collier County Licensing Department received a complaint from homeowner Scott Angelico regarding workmanship issues related to the installation of an asphalt driveway at 1870 Angela Road, Naples. Upon investigation, it was discovered on October 21, 2022, that Asphalt Maintenance & Sealcoating Inc. entered into a verbal contract with property owner Scott Angelico for a new asphalt driveway. The agreed upon amount was \$12,000 with no initial deposit required. No payment has been made by the property owner.*

*On December 1, 2022, I performed a site visit and observed a newly paved asphalt driveway with large water spots, divets, vegetation growth and material degradation. On December 3, 2022, the complainant started to receive proposals for corrective work, the first of which was from C&M Asphalt Paving of Southwest Florida,*

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*a Collier County licensed paving contractor. They ascertained they would have to remove all existing asphalt, an approximately 8,050-square-foot area, and regrade it to mitigate high points and low water-retention areas.*

*On December 3, a secondary quote was received from certified general contractor M&M Site Development And Land Clearing for similar work to remove and replace asphalt due to the base underneath not being graded correctly. On December 7, the complainant received a third and final quote from certified building contractor Bonnes Inc. to remove and replace all asphalt in the driveway and under the carport due to the appearance of sub-base failure.*

*The homeowner is in attendance and I would like him to give an account of when he was hiring the contractor, the day of installation and proceedings afterwards.*

**Attorney Noell** asked Mr. Willey if he had any questions for Mr. Bogert.

**Mr. Willey** asked if the homeowner told him about the water line that runs three inches underneath the pavement, underneath the underlying driveway, which we hit.

**Investigator Bogert** said it was mentioned but there was nothing of technical relevance he'd understand.

***The homeowner, Scott Angelo, provided his account of what occurred:***

- Around October 20, he contacted Tyrone, Mr. Willey's son, about doing some work on his property for some asphalt.
- Tyrone measured it and we came up with a determination that it would be \$12,000.
- I had a big pile of base rock in front of my house.
- When Tryone came, I already had No. 57 stone on my driveway where they were going to pave. Tyrone said we can pull that out of here and pile it up wherever you like and determine whatever is underneath there, we'll add the No. 57.
- We'll take the double-crushed base rock that you have out there, we'll dress it up, use that and compact it and it should be pretty good. If not, we have a load that we'll get from Bonita. That was included in the \$12,000 and I agreed.
- I asked if he had a contract for me and he said he'd get it to me, but they're really busy with two jobs but would try to start within the next couple of days.
- I wasn't home the day they started and when I returned, they were piling all the base rock into another part of the driveway.
- They took all the old out and they were using the base rock that was piled up outside the fence to dress up the areas.
- They left a lot of No. 57 stone along the edge and other contractors said they should not have left that around the edges.
- When they were working underneath my carport, everything was sinking and there was water retention. It was too wet and they said it would cave in.
- Tyrone said he was going to call his dad to see what he thought. His father had a couple of guys with blowtorches walking back and forth and blowtorching the base rock to try to dry it out so they could pave it.
- They ran their roller over it and could see the lines it left in the base rock. As long as there were still heavy line indentations, they weren't going to be able to pave it, so they continued to heat it for two or three hours, until he said it was dry enough and you could walk on it and see footprints.
- They paved it and he said it would be fine because once asphalt is down, they'd put a layer of asphalt on top. He said they'd wait an hour before putting fresh asphalt on top to help draw the moisture out of the base rock.
- While they were paving, they were throwing sand everywhere as soon as they rolled it and Tyrone said it was for tire imperfections.

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- I could see indentations in the asphalt and was concerned, but he said they'd fix that by getting a blowtorch and heating the asphalt, tamping it down and running a roller over it. Even if it's tomorrow, he said they'd do that.
- That's when they hit the right side of that driveway. They were grading and putting down more base rock and compacting it, when they hit a line with the Bobcat. I didn't know the line was there.
- Tyrone called to say water was gushing out of the driveway and they had to stop paving that area and they'd move to a different area. I told him where the water shut-off was and he shut it off.
- He asked me to get some hydraulic cement, about \$40 a bag, to stop the leak, but I said I'd rather cap it and be done with it. It was an old irrigation line.
- I got PVC pipe from my neighbor and then we glued it and poured hydraulic cement over the top, in case water leaked.
- They came back the next day and put more base rock over top, rolled it, packed it down, and continued to pave that area.
- The next day, after they finished, it had just rained and there were huge puddles everywhere.
- I contacted Tyrone via text message and asked him to fix it, saying I would not pay him until it was fixed. He said they'd come tomorrow morning.
- They needed to use a roller and wanted to open the garage door, but I didn't want then to use a roller on my garage floor, but he said his guys were smarter than that.
- I went inside, got some tea and then saw his workers backing in and out of the garage with their roller vibrating and chipping the concrete off. I told him stop. He said they'd take care of that because he had a guy who does epoxy floors. I told him I had my own guy.
- I presented him with an estimate of \$6,500 to repair the garage floor and he texted that he wasn't repairing that because they didn't go on the full garage floor. I told him they cracked it and tore up five feet of my garage floor and that the epoxy color couldn't be matched so it has to be redone.
- He texted, swore at me and called me names and said they'd put a lien on my house.
- I told him his father and his crew could finish the work, but Tryone wasn't welcome on my property.
- That's when I contacted the county. Within four days, there were weeds growing through the driveway and within 45 days, it looked like someone had patches on it.
- It was a bad experience.

***During questioning by the Board and Mr. Willey, the following points were made:***

- There were pieces of concrete that came off the garage floor and there were half-inch gouge marks four feet into the garage.
- They put epoxy in front of the garage to try to fix it.
- Mr. Willey denied vibrating a roller in the garage or vibrating, but said the homeowner gave permission to go in the garage because they couldn't finish the work without going inside.
- The water line was 2½ inches under the base.
- Mr. Willey told him to purchase a bucket of hydraulic cement that would add extra stability to the area. That area is the strongest.

***Mr. Willey testified that:***

- The original proposal was \$12,000, but the homeowner said he'd supply the base rock. I told him if we used that we couldn't guarantee anything because the base rock could be contaminated. I didn't know where it came from.
- There were about three loads of base rock. We graded it and rolled it.
- There was a wet area that was dried up by the time we paved it. We put a layer of black top over it.
- The homeowner was having a Halloween party four days later, so we put sand down so they could have friction.
- If someone else provides base rock, we can't guarantee the work.

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- That's what Collier County standards say. Reports from GradyMinor say this and Collier County Section 200 covers contaminated base rock. It's a structural thing. You can put all the asphalt you want on it, but it won't make a difference.

***During questioning, the following points were made:***

- His company didn't bring in any additional base rock.
- Mr. Willey had a contract with his son because Mr. Willey purchased the materials and dropped them off.
- No Notice of Commencement was filed.
- The company is owned by the son, Tyrone Willey, and Charles Willey is the qualifier.
- Mr. Willey would only use base rock provided by a known source, not a homeowner.
- It takes an hour to get to the property, so they went ahead with the work.
- Mr. Angelico had already purchased the base rock.
- Mr. Angelico did not receive an insurance certificate from the contractor or a contract, but he came highly recommended so he hired the company.

***Raymond Rhoden was questioned and testified that:***

- He provided the homeowner with an estimate after the work was done.
- Everything needed to be removed and replaced. The base rock was contaminated and wouldn't work.
- He should have brought new base rock in.
- It was sitting there and could have been contaminated.
- He's been doing this work for 25 years.
- He would never have put asphalt over that base rock.
- Once base rock is contaminated, it's no good.

***During questioning by the Board and others, the following points were made:***

- Mr. Angelico didn't know the base rock was contaminated. He thought it wasn't graded properly.
- You can't warranty it if the homeowner's base rock is used.
- Once a job is accepted, the contractor and homeowner accept responsibility.
- The contaminated base rock should have been mentioned in the contract.
- Rhoden provides his contracts by email so he has proof.
- Mr. Willey said he provided the homeowner with paperwork, but the homeowner had only \$12,000 to spend.
- Charles Willey provided a contract to his son and asked him to ensure that the homeowner signed it.
- The homeowner testified he never signed a contract or saw one and said he was told not to worry about a deposit; Mr. Willey contradicted that.
- Mr. Willey has a standard contract for customers.
- A proposal was provided, not a contract. The two aren't the same.
- His son provided the contract to Mr. Angelico, but he wouldn't sign it.

**Attorney Noell** advised the Board that they could accept or reject any testimony and it was up to their discretion how much weight they placed on each person's testimony.

***A discussion ensued and the following points were made:***

- If base rock from Bonita Grande were brought in, it would have cost \$2,000-\$3,000 more.
- A permit was not required for this work.
- Base rock should be 4-6 inches deep and some didn't reach that; DOT recommends 6 inches.
- Board Member Nolton believed this was more a legal and aesthetics issue, not a CLB issue.
- A homeowner and contractor should never allow work without a contract.



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- There's a verbal contract, but it's disputed by both sides.
- The county submitted three documents.

**Acting Chairman Jaron made a motion to accept the three documents entered as evidence by the county. Second by Board Member Joslin. The motion passed, 4-1; Board Member Hunt voted nay.**

**During questioning of Mr. Willey by staff and the Board, the following points were made:**

- He didn't bring Tyrone today because Charles Willey is the qualifier for the company.
- He called the county on Thursday to ask about that, but never heard back; Supervisor Crofts was out sick.
- No money was exchanged for the work but Mr. Willey lost money due to materials and labor.
- Additional costs are required for demolition.
- Mr. Willey said he handed the contract to Mr. Angelico, so he got one, but didn't sign it.
- Mr. Willey told him there was no guarantee if the homeowner's base rock was used.
- The garage wasn't damaged. The roller went in 5-feet, 36 inches. The floor was not torn up.

**Acting Chairman Jaron** asked if this was really a licensing case.

**Attorney Noell** said it was and that's how the county charged it. He advised them to close the hearing and deliberate.

**A discussion ensued and the following points were made:**

- Count 1 says the work does not meet general standards; Mr. Willey disputed that.
- If the homeowner's base rock was used, it does not meet county standards. It was contaminated and there wasn't enough base rock.
- The base rock should have been 6 inches thick.
- Tyrone Willey signed the contract, not the homeowner.

**Board Member Joslin made a motion to close the public hearing for 2023-01. Second by Acting Chairman Jaron. The motion passed unanimously, 5-0.**

**Attorney Noell** advised the Board that they can deliberate, issue a finding of guilt and order any other actions they deem appropriate.

**A discussion ensued and the following points were made:**

- This seems more like a legal issue.
- We have no specifics on the work, such as compaction and grading.
- The other three bids mention nothing about removing the base, just the asphalt.
- By Mr. Willey's own admission, it didn't meet county standards.

**Board Member Jerulle made a motion to find Charles Willey guilty of Count 1, misconduct. Second by Board Member Hunt. The motion passed unanimously, 3-2; Board Members Joslin and Nolton voted nay.**

**Attorney Noell** advised the Board to move to the penalty and sanctions phase.

**Acting Chairman Jaron** read the options into the record.

**Attorney Noell** advised the CLB to take into account the gravity, any impact on the public health and any past violations.

**A discussion ensued and the following points were made:**

- There were no costs to the county.

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- Mr. Willey has been before the CLB before as a qualifier, was found guilty, fined and his license was revoked.
- Mr. Willey paid the fine but didn't apply to get his paving license back.
- He holds a second-entity license.

**Supervisor Crofts** said staff recommends ordering Mr. Willey to pay \$6,000 to remove and repair the asphalt. It should be paid within 90 days and if not paid within that period, the license will be revoked. Because he's been before the CLB twice before, staff recommends a \$4,000 fine and that he be placed on probation for 12 months.

*A discussion ensued and the following points were made:*

- Mr. Willey will be out \$12,000, but the driveway is usable.
- Board Member Hunt was not comfortable with \$6,000 in restitution because there's not enough information to determine liability and it seems more like a civil matter.
- No money was exchanged and the homeowner was enriched for something he didn't pay for.
- Estimates to fix it say it would cost \$6,000.
- Why should the homeowner get anything if he didn't pay?
- The homeowner needs to pay to fix what was done.
- The quotes include a price for removal, \$2,600 for removal and \$2,000 to regrade the base.
- Replacing the asphalt would be \$17,340.
- The homeowner is looking to be made whole by just removing what was done.
- One of the estimates was \$2,600.

**Acting Chairman Jaron** made a motion to order Charles Willey to pay \$4,600 in restitution and \$2,000 in fines.

**Supervisor Crofts** said that must be paid within 90 days and if not, the license would be revoked.

**Acting Chairman Jaron** amended his motion to incorporate that recommendation.

**Board Member Jerulle** seconded the motion.

*[The motion failed 2-3.]*

**Board Member Hunt** said she'd be fine with no restitution since the homeowner paid nothing and to fine Mr. Willey \$2,000 to be paid within 60 days or his license will be revoked.

**Board Member Nolton** noted that the county doesn't need the \$2,000 and he'd be more amenable to \$2,000 in restitution.

**Board Member Hunt** amended her motion to \$2,000 in restitution, no fines and it must be paid within 90 days and he'd also be placed on 12 months of probation.

**Board Member Joslin** seconded it.

**Board Member Hunt** noted that she wants to protect consumers but needs to weigh the evidence. Both sides made mistakes and the work should never have been done.

*A discussion ensued and the following points were made:*

- Consumers should be able to hire contractors they have faith in.
- No one should start work without a deposit or contract.
- Work should not have begun if the base was not acceptable or warrantied.
- The homeowner should have protected his rights more than he did.
- The contract was verbal and implied because the homeowner allowed Mr. Willey on the property to do the work.

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- The texts written by Tyrone Willey were despicable.
- The father is responsible for his son because he's the qualifier.

*[The motion made by Board Member Hunt failed.]*

***Board Member Jerulle made a motion to order Charles Willey to pay \$2,600 in restitution in 90 days, pay a \$2,000 fine in 60 days and to place Mr. Willey on 12 months of probation. Second by Acting Chairman Jaron. The motion passed 4-1; Board Member Nolton voted nay.***

**Acting Chairman Jaron** said they could move to the findings of fact:

Upon consideration of all testimony received under oath, evidence received, and arguments presented by the parties during the public hearing, the Board issues the following findings and conclusions:

- Service of the Administrative Complaint and notice was legal, sufficiently provided and in compliance with the applicable law.
- The Respondent is the holder of the license as set forth in the Administrative Complaint.
- The Respondent was present at the hearing and was not represented by counsel.
- The Respondent is the license holder as set forth in the Administrative Complaint.
- The Board has jurisdiction over the Respondent and subject matter raised in the Administrative Complaint.
- The Respondent committed the violations set forth in Count 1 of the Administrative Complaint.

Therefore, by a vote of 4-1, the Respondent is found guilty of the violation set forth in Count 1 of the Administrative Complaint, 2023-1 and the Board imposes the following sanctions against the respondent:

- Restitution of \$2,600 must be paid to the homeowner within 90 days or the license will be revoked.
- A \$2,000 fine on Count 1 must be paid within 60 days or the license will be revoked.
- Probation will be imposed for 12 months.

This concludes the order of the Board in this matter.

**Board Member Jerulle** told Mr. Angelico to get a signed contract and proof of insurance the next time.

*[The Board took a break from 12:10 p.m. to 12:22 p.m.]*

**B. 2023-04 – Adrian Topan, dba Napoca Enterprises Inc. (CEMIS20230000611)**

***Acting Chairman Jaron called Mr. Topan to the podium and he and Investigator Governale were sworn in.***

***Board Member Jerulle made a motion to open the public hearing for 2023-04. Second by Board Member Joslin. The motion passed unanimously, 5-0. The public hearing was opened.***

**Investigator Governale** said a copy of the Preamble and Case Packet was presented, signed, initialed and dated by the respondent. He asked to submit the Preamble and Case Packet for 2023-04 into evidence.

***Board Member Joslin made a motion to accept the Preamble and Case Packet. Second by Board Member Jerulle. The motion passed unanimously, 5-0. The Case Packet was accepted into evidence.***

***Investigator Governale gave an opening statement:***

*The respondent, Adrian Topan, a Collier County licensed tile and marble contractor with Issuance No. 31505 is the qualifier for an owner of Napoca Enterprises Inc. Mr. Topan contracted with the property*

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*owner to install drywall and engineered wood-floors, baseboards, interior doors and casings at 5234 Seashell Ave. in the City of Naples, work that was outside the scope of his license and without a permit, when required.*

*Mr. Topan is in violation of the Code of Laws and Ordinances of Collier County, Florida, Section 22-201, Paragraph 2, which states, in pertinent part, that it is misconduct for the holder of a Collier County Certificate of Competency to contract to do work outside the scope of their competency, as listed in their competency card and defined in the ordinance or is restricted by the Contractors' Licensing Board Section. 22-20118, which states, in pertinent part, that it is misconduct by a holder of a Collier County Certificate of Competency to proceed on a job without obtaining applicable permits or inspections from the City Building and/or Zoning Division or the County Building, Review and Permitting Department.*

**Mr. Topan** provided an opening statement:

- He did a good job for the owners last year, when they remodeled their house and he did the wood floors.
- After Hurricane Ian, he was contacted to redo the wood floors.
- The owner explained that he needs to live in the property. They have another property up north and a certain amount of time needed to get a tax break.
- He wanted the house fixed so he could live in it and in March, when his wife comes back down, he said I could pull permits to do the two bathrooms, and then the other bathrooms later.
- We looked at the city regulations right after the hurricane and he works for Lamar Construction. We understood we didn't need a permit if it involves cosmetics below 4 feet.
- He was not aware he needed a special license to do the drywall or baseboards.
- He worked Creative Style and Abbey Carpet and no one ever asked him to get a license for a floor.

***During questioning by the Board, the following points were made:***

- The homeowner removed the drywall.
- The code allowed everyone to take down drywall.
- City and County regulations were different.
- No permit was required for demo, just installation.
- The homeowner was desperate to live there.
- He had to install the drywall first and then the floor.

***Investigator Governale then presented the county's case:***

*On January 23, 2023, the Collier County Licensing Department received a complaint from the City of Naples Building Department regarding unpermitted interior alteration work being performed at 5234 Seashell Ave., Naples. Upon investigation, it was discovered that on October 10, 2022, Napoca Enterprises Inc. entered into a contract with the property owner to install new drywall, engineered wood floors, interior doors, casings and baseboards. The total contracted amount was \$26,200. Full payment was made on November 19, 2022, to Napoca Enterprises Inc. by the property owner with personal check No. 3016.*

*On January 23, 2023, while conducting a site visit, a review of the City of Naples Records revealed no permits were applied for regarding interior alteration work. A Stop-Work Order was posted. On January 24, 2023, City of Naples Deputy Building Official Tom Tucker reviewed site photos and determined that a single-family addition alteration permit was required.*

*[When asked, the respondent had no questions for the investigator.]*

***A discussion ensued and the following points were made:***

- An owner-builder permit was issued to the homeowner.

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- Mr. Topan is currently working on the bathroom walls and shower tile.
- His defense is that he was trying to help the homeowner and thought he was following the guidelines.
- He comes from a country with no guidelines.
- He admits guilt.

***Board Member Jerulle made a motion to close the public hearing. Second by Board Member Hunt. The motion passed unanimously, 5-0. The public hearing was closed.***

***Board Member Nolton made a motion to find Adrian Topan guilty of both counts. Second by Board Member Jerulle. The motion passed unanimously, 5-0.***

Attorney Noell advised the Board of the sanctions that could be imposed.

Supervisor Crotts said the county recommends a \$1,500 fine on Count 1 to be paid within 60 days and a \$1,000 fine on Count 2, to be paid within 60 days, and 12 months of probation. If the fines aren't paid within 60 days, his license will automatically be revoked.

***Acting Chairman Jaron accepted the county's recommendation and ordered a \$1,500 fine on Count 1, to be paid within 60 days, and a \$1,000 fine on Count 2, to be paid within 60 days, and 12 months of probation. If the fines aren't paid within 60 days, Adrian Topan's license will automatically be revoked. Second by Acting Chairman Jaron. The motion passed unanimously, 5-0.***

Acting Chairman Jaron moved to the findings of fact:

Upon consideration of all testimony received under oath, evidence received, and arguments presented by the parties during the public hearing, the Board issues the following findings and conclusions:

- Service of the Administrative Complaint and notice was legal, sufficiently provided and in compliance with the applicable law.
- The Respondent is the holder of the license as set forth in the Administrative Complaint.
- The Respondent was present at the hearing and was not represented by counsel.
- The Respondent is the license holder as set forth in the Administrative Complaint.
- The Board has jurisdiction over the Respondent and subject matter raised in the Administrative Complaint.
- The Respondent committed the violations set forth in Count 1 and Count 2 of the Administrative Complaint.

Therefore, by a vote of 5-0, the Respondent is found guilty of the violations set forth in Count 1 and Count 2 of the Administrative Complaint, 2023-4, and the Board imposes the following sanctions against the respondent:

- A \$1,500 fine on Count 1, to be paid within 60 days.
- A \$1,000 fine on Count 2, to be paid within 60 days.
- If the fines aren't paid within 60 days, the license will be revoked.
- 12 months of probation will be imposed.

This proceeding is now concluded. Thanks for your candid honesty.

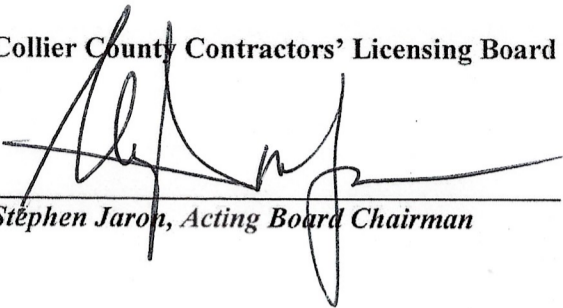
11. **NEXT MEETING DATE:**      **Wednesday, April 19, 2023**  
Commissioners' Chambers, Third Floor,  
Administrative Building F, Collier County Government Center,  
3299 E. Tamiami Trail, Naples, FL

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*Board Member Nolton made a motion to adjourn. Second by Board Member Joslin. The motion passed unanimously, 5-0.*

There being no further business for the good of the County, the meeting was adjourned at 12:44 p.m.

Collier County Contractors' Licensing Board



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*Stephen Jaron, Acting Board Chairman*

*These minutes were approved by the Vice-Chairman of the Contractors' Licensing Board on 4-19-2023, (check one) as submitted  or as amended .*