

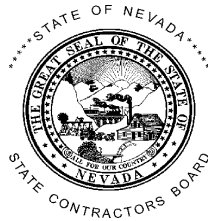
KENNY C. GUINN
Governor

STATE OF NEVADA

REPLY TO:

MEMBERS

KIM W. GREGORY
Chairman
DOUG CARSON
MARGARET CAVIN
JERRY HIGGINS
DENNIS K. JOHNSON
RANDY SCHAEFER
MICHAEL ZECH



RENO
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Reno, Nevada 89511
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STATE CONTRACTORS' BOARD

**MINUTES OF THE MEETING
JANUARY 9, 2001**

The meeting of the State Contractors' Board was called to order by Chairman Kim Gregory at 8:40 a.m., Tuesday, January 9, 2001, State Contractors' Board, Reno, Nevada. Exhibit A is the Meeting Agenda and Exhibit B is the Sign In Log.

BOARD MEMBERS PRESENT:

Mr. Kim Gregory - Chairman
Mr. Doug Carson
Ms. Margaret Cavin
Mr. Jerry Higgins
Mr. Dennis Johnson
Mr. Mike Zech

BOARD MEMBERS ABSENT:

Mr. Randy Schaefer

STAFF MEMBERS PRESENT:

Ms. Margi Grein, Executive Officer
Mr. Dennis Haney, Legal Counsel (Haney, Woloson & Mullins)
Mr. David Reese, Legal Counsel (Cooke, Roberts & Reese)
Ms. Nancy Mathias, Licensing Administrator
Mr. George Lyford, Director of Special Investigations
Mr. Frank Torres, Deputy Director of Investigations
Ms. Kathy Stewart, Licensing Supervisor
Mr. Ron Carney, Investigator
Mr. Gary Hoid, Investigator
Mr. Gary Leonard, Investigator
Mr. Larry Thompson, Investigator
Ms. Betty Wills, Recording Secretary

OTHERS PRESENT:

Denise Phipps, Court Reporter, Sierra Nevada Reporters; Tracy Huerta, Complainant, Sierra Roofing; Ralph Taylor, Complainant; Erika Smith, Complainant; David Whooley, Owner/Complainant, Dave's Automotive; Charles David Manning, Owner, Carson Valley Wholesale Flooring; Gail Willey, Owner, High Sierra Trees; J. Thomas Susich, Legal Counsel, High Sierra Trees; Michael Brodie Lewis, President, M B Lewis Construction; Wally Stephens, Legal Counsel, M B Lewis Construction; Robert Lee, Complainant; Charlene M. Brandenburg, Complainant, Western Traction; Jay Langman, Sales Manager, Don Hoban Company; Lee Westlake, Office Manager, Western Traction; Peter Matthew Beekhof, President, West Ridge Homes; Harry Stanley, Complainant; Charles Lawrence Hinds, Jr., Owner, Above All Roofing; Mark Hughs, Legal Counsel, Above All Roofing; Edwin Marcos, Complainant; Robert Keever, Owner, Robert Keever Construction; Robin Duarte, Architectural Systems Manager for Residential Roofing, Celotex; Rob Smith,

President, Nevada Roofing Contractors Association and licensed Nevada roofing contractor; John M. Fritz, Owner, John Fritz Construction; Kathryn Singer, Complainant; Melissa Fritz, Representative, John Fritz Construction; Bob Maddox, Legal Counsel for the Singers; Attorney Paul Georgeson representing John Fritz; John Gonzales, Engineer, City of Sparks; Keith Gregory, Legal Counsel, Jetstream Construction Inc., and One Hour Air Conditioning and Switzerland Air; James Calvin Dean, President, Triangle Construction Inc.; and Francis J. Morton, Legal Counsel, Triangle Construction.

* * * * *

Ms. Grein stated that Gary Leonard had posted the agenda in compliance with the open meeting law on January 3, 2001 at the Washoe County Court House, Washoe County Library, and Reno City Hall. In addition, it had been posted in both offices of the Board, Las Vegas and Reno, and on the Board's Internet web page.

It was learned there were 26 items on the amended agenda, each item of an emergency nature. Additionally, on the regular agenda, item #7, High Sierra Trees, was amended from a disciplinary hearing to a staff report, and item #11, Architectural Concrete, was continued by homeowner request to the next Reno meeting.

MR. JOHNSON MOVED TO HEAR THE AMENDED AGENDA.

MR. ZECH SECONDED THE MOTION

THE MOTION CARRIED.

Mr. Gregory called for a motion to approve the minutes of December 19 and December 20, 2001.

MR. CARSON MOVED TO APPROVE THE MINUTES OF DECEMBER 19 AND DECEMBER 20, 2000.

MR. ZECH SECONDED THE MOTION.

THE MOTION CARRIED.

EXECUTIVE SESSION

Ms. Grein requested that the February 6, 2001 Reno meeting be cancelled with the application review from that meeting to be addressed at the two day meeting in Las Vegas on February 21 and 22, 2001. There was no objection to Ms. Grein's request.

STATUS ON PENDING LITIGATION

The status report of pending litigation, prepared by Mr. Haney's office, was distributed and discussion followed.

INVESTIGATION COMPLAINT REPORTS

A Statistical Analysis of the pending investigations was distributed to the Board.

REVIEW OF AGING REPORTS - LICENSING

Ms. Kathy Stewart, Licensing Supervisor, presented the licensing aged report, highlighting areas of concern and ways to address those areas.

Mr. Gregory suggested that the report be mailed to the Board members each month.

The Executive Session was continued.

DISCIPLINARY HEARINGS

INDEPENDENT ROOFING CO #43175 -- DISCIPLINARY HEARING

Kevin John Kivenas, Owner, Independent Roofing Co, was not present, nor was anyone present on the Respondent's behalf; and no answer to the complaint had been filed.

Tracy Huerta, Complainant, Sierra Roofing, and NSCB Investigator Gary Leonard were sworn in

The Notice of Hearing and Complaint, consisting of pages 1-19, had been sent by certified mail, return receipt requested, to Respondent's address of record on file with the board on December 8, 2000. The return receipt was received on December 22, 2000.

The hearing was for possible violation of NRS 624.3012 (2), willful or deliberate failure to pay money due for materials or services rendered in connection with his operations as a contractor, when he had the capacity to pay or had received sufficient money therefore; NRS 624.3013 (3), failure to establish financial responsibility; and NRS 624.3013 (4), failure to keep in force the bond or cash deposit pursuant to NRS 624.270 for the full period required by the Board.

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

Mr. Reese questioned Ms. Huerta who testified that on or about April 1996 the Respondent entered into a credit arrangement with Sierra Roofing for the purpose of obtaining materials and supplies for Silver State RV Park in the amount of \$6,570.76 plus \$97.21 in interest. The current outstanding balance was \$1,975.12. A payment had been received from the surety company based on a claim filed against the Respondent's bond.

Mr. Leonard testified that he had confirmed that the money was owed. The Respondent had been requested to furnish a financial statement but had failed to do so. Additionally, the surety bond had not been replaced.

The evidentiary portion of the hearing was closed.

MR. JOHNSON MOVED TO ACCEPT THE FILE AND TESTIMONY AS FORMAL FINDINGS OF FACT, CONCLUSIONS OF LAW.

MS. CAVIN SECONDED THE MOTION.

THE MOTION CARRIED.

MR. JOHNSON MOVED TO FIND LICENSE #43175, INDEPENDENT ROOFING COMPANY, IN VIOLATION OF ALL CHARGES.

MS. CAVIN SECONDED THE MOTION.

THE MOTION CARRIED.

MR. JOHNSON MOVED TO REVOKE LICENSE #43175, INDEPENDENT ROOFING COMPANY; TO REQUIRE FULL RESTITUTION TO THE DAMAGED PARTIES; AND TO RECOVER THE INVESTIGATIVE COSTS OF \$1,033.84 IF THE RESPONDENT OR ANY PRINCIPAL THEREOF REAPPLIED FOR LICENSURE.

MS. CAVIN SECONDED THE MOTION.

THE MOTION CARRIED.

NORTH LAKE CONSTRUCTION #34126 -- DISCIPLINARY HEARING

Robert Warren Brown, Owner, North Lake Construction, was not present for the hearing but a letter in response to the complaint had been received from him and was presented to the Board.

Ralph Taylor, Complainant, and NSCB Investigator Ron Carney were sworn in.

Andrew Dewey, Complainant, was not present.

The Notice of Hearing and Complaint, consisting of pages 1-36, had been sent by certified mail, return receipt requested, to Respondent's address of record on file with the board and also to Respondent's last known address in Kissimmee, Florida, on December 12, 2000. The return receipt was received on December 10, 2000.

The hearing was for possible violation of NRS 624.301 (2), abandonment of a construction project when the percentage of the project completed is less than the percentage of the total price of the contract paid to the contractor at the time of abandonment; NRS 624.3013 (5), as set forth by NAC 624.640 (5), failure in any material respect to comply with the provisions of this chapter or the regulations of the board; NRS 624.3015 (2), bidding to contract or contracting for a sum for one construction contract or project in excess of the limit placed on the license by the board; NRS 624.3013 (4), failing to keep in force the bond or cash deposit pursuant to NRS 624.270 for the full period required by the Board; NRS 624.3012 (2), willful or deliberate failure by any licensee or agent or officer thereof to pay money due for materials or services rendered in connection with his operations as a contractor, when he had the capacity to pay or had received sufficient money therefore; and NRS 624.3013 (3), failure to establish financial responsibility pursuant to NRS 624.220 and 624.260 to 624.265, inclusive, at the time of renewal of the license or at any other time when required by the board.

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

The status of the license was cancelled, not renewed, as of August 31, 1999.

Mr. Reese questioned Mr. Taylor who testified that he had entered into a written contract with the Respondent to build a family room and garage for a total contract price of \$150,000. Mr. Taylor had paid the Respondent the full contract price, plus an additional \$50,000 for extras and change orders. The Respondent abandoned the job on or about July 15, 1999. When the project had been abandoned Mr. Taylor paid another contractor \$125,000 to finish the project.

Mr. Carney testified that he had investigated the complaint and had validated the amounts paid per Mr. Taylor's testimony. He added that the contract did not include the Respondent's monetary limit but the limit had been exceeded by the \$200,000 project. A claim had been filed against the surety bond and the surety company had paid approximately \$3,750 to Mr. Taylor. Mr. Carney testified that a financial statement had been requested but none had been submitted.

As the second complainant was not present, Mr. Haney pointed out that the complaint information had been made a part of the file.

The evidentiary portion of the hearing was closed.

MR. CARSON MOVED TO ACCEPT THE FILE AND TESTIMONY AS FORMAL FINDINGS OF FACT, CONCLUSIONS OF LAW.

MR. HIGGINS SECONDED THE MOTION.

THE MOTION CARRIED.

MR. CARSON MOVED TO FIND LICENSE #34126, NORTH LAKE CONSTRUCTION, IN VIOLATION OF ALL CHARGES.

MR. HIGGINS SECONDED THE MOTION.

THE MOTION CARRIED.

MR. CARSON MOVED TO REVOKE LICENSE #34126, NORTH LAKE CONSTRUCTION; TO REQUIRE FULL RESTITUTION SUBJECT TO ANY DEBTS THAT MAY HAVE BEEN DISCHARGED IN A BANKRUPTCY; AND TO RECOVER THE INVESTIGATIVE COSTS OF \$3,645.64 PRIOR TO ANY CONSIDERATION OF FUTURE LICENSURE IN THE STATE OF NEVADA.

MR. HIGGINS SECONDED THE MOTION.

THE MOTION CARRIED.

WRIGHT WAY BUILDERS #43881 -- DISCIPLINARY HEARING

William S. Cleland, President, Wright Way Builders, was not present, nor was anyone present on the Respondent's behalf.

Erika Smith, Complainant; David Whooley, Complainant, Dave's Automotive; and NSCB Investigators Ron Carney and Gary Leonard were sworn in.

James MacKendon, Complainant, L. MacKendon & Sons, was not present.

The Notice of Hearing and Complaint consisting of pages 1-52 had been sent by certified mail, return receipt requested, to Respondent's address of record on file with the board on December 8, 2000. It had been returned by the US Postal Service marked "Unclaimed" on December 15, 2000.

The hearing was for possible violation of NRS 624.3017 (1), workmanship which is not commensurate with standards of the trade in general or which is below the standards in the building or construction codes adopted by the city or county in which the work is performed; NRS 624.3011 (1) (a), willful and prejudicial departure from or disregard of plans or specification without the consent of the owner; NRS 624.3013 (5), as set forth in NAC 624.700 (3) (a) and NAC 624.640 (5), failure to comply with the rules or regulations of the Board by failing to comply with a notice to correct and each licensee shall include in all bids he submits or contracts he enters into for construction work within this state, the number of his license and any monetary limit placed upon his license; NRS 624.3016 (3), knowingly making a false statement in or relating to the recording of a notice of lien pursuant to the provisions of NRS 108.226; NRS 624.3012 (2), willful or deliberate failure to pay money due for materials or services rendered in connection with his operations as a contractor, when he had the capacity to pay or had received sufficient money therefore; NRS 624.3013 (3), failure to establish financial responsibility pursuant to NRS 624.220 and 624.260 to 624.265, inclusive, at the time of renewal of the license or at any other time when required by the board; and NRS 624.3013 (4), failure to keep in force the bond or cash deposit pursuant to NRS 624.270 for the full period required by the Board.

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

Mr. Reese questioned Ms. Smith who testified that on or about October 11, 1998, a contract had been entered into with the Respondent for the purpose of constructing a room addition for a total contract price of \$42,387.40. The Respondent commenced construction on or about October 12, 1998, and was last on the project on February 9, 1999, at which time the project was approximately 35% complete. The Respondent was paid \$15,500 toward the contract price. Mr. Smith stated that the floor was visibly not level; the sub-floor was higher than the existing floor; the approved plans called for a different size and type of roof; the ceiling roof joists were over-spanned; the foundation walls had no foundation vents; the stemwalls were out of plumb; the interior diagonal stemwall was 8" off; there were untreated Douglas fir shims under the pony wall; the floor joists were not constructed to the approved plans; and the roof sheeting was not according to plan. Several contractors had reevaluated the project and suggested that the work be torn down. The Building Department had issued correction notices for all of the items and Ms. Smith had been required to bring all items up to code.

Mr. Leonard testified that Jack Edstrom had investigated the complaint but he had validated the complaint through Mr. Edstrom's evaluation list. Notices to correct had been issued on September 13, September 22, and November 21, 2000. Mr. Leonard confirmed that the Respondent had failed to include his license number and monetary limit on the contract.

Mr. Reese questioned Mr. Whooley who testified that he had entered into a contract with the Respondent on or about February 10, 1999 to construct a large metal building. The metal building had been purchased from Metcalf Builders of Carson City and was to be paid for by the Respondent out of the funds paid to him by Mr. Whooley. The total contract price for materials and labor was \$49,500, which included the cost of the metal building. Mr. Whooley said he paid the Respondent \$42,500, but the Respondent failed to pay Metcalf for the metal building although he made an attempt to pay for it with a check but the check bounced. The Respondent told Mr. Whooley he would cover the check but he never did. Thereafter, Metcalf Builders liened Mr. Whooley's property for \$19,450.

Mr. Carney testified that he had verified the allegations and found that the liens had been filed as stated. Many attempts had been made to contact the Respondent without success. A financial statement had been requested but nothing had been received. Mr. Carney also testified that no portion of the \$5,307.21 owed to MacKendon & Sons had ever been paid.

Mr. Leonard testified that the license surety bond had not been reinstated or replaced.

The evidentiary portion of the hearing was closed.

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

MR. JOHNSON SECONDED THE MOTION.

THE MOTION CARRIED.

MS. CAVIN MOVED TO FIND LICENSE #43881, WRIGHT WAY BUILDERS, IN VIOLATION OF ALL CHARGES.

MR. JOHNSON SECONDED THE MOTION.

THE MOTION CARRIED.

MS. CAVIN MOVED TO REVOKE LICENSE #43881, WRIGHT WAY BUILDERS; TO REQUIRE FULL RESTITUTION TO THE DAMAGED PARTIES; AND TO RECOVER THE INVESTIGATIVE COSTS OF \$3,793.54 PRIOR TO ANY CONSIDERATION OF FUTURE LICENSURE IN THE STATE OF NEVADA.

MR. JOHNSON SECONDED THE MOTION.

THE MOTION CARRIED.

Staff was directed to advise the California Contractors' Board of this day's action against the license.

CARSON VALLEY WHOLESALE FLOORING #47950 -- DISCIPLINARY HEARING

Charles David Manning, Owner, Carson Valley Wholesale Flooring, was present. He indicated that his lawyer was due to arrive shortly, and requested that the hearing be postponed until his attorney's arrival. The postponement was granted.

After hearing Wright Way Builders, the hearing was continued without Mr. Manning's attorney being present per Mr. Manning's request.

Charles Manning and NSCB Investigator Gary Hoid were sworn in.

Shannon Galvin, Complainant, BMC West, was not present.

The Amended Notice of Hearing consisting of two pages was sent by certified mail, return receipt requested, to Respondent's address of record on file with the board on file with the board on December 12, 2000. The return receipt was received on December 15, 2000.

The Notice of Hearing and Complaint consisting of pages 1-52 was sent by certified mail, return receipt requested, to Respondent's address of record on file with the board on file with the board on December 8, 2000. The return receipt was received on December 14, 2000.

The hearing was for possible violation of NRS 624.3012 (2), willful or deliberate failure to pay money due for materials or services rendered in connection with his operations as a contractor, when he had the capacity to pay or had received sufficient money therefore; NRS 624.3013 (3), failure to establish financial responsibility pursuant to NRS 624.220 and 624.260 to 624.265, inclusive, at the time of renewal of the license or at any other time when required by the board; NRS 624.302 (5), failure or refusal to respond to a written request from the board or its designee to cooperate in the investigation of a complaint; and NRS 624.3013 (5), as set forth in NAC 624.640 (5), failure to comply with the rules or regulations of the Board by 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 any monetary limit.

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

Mr. Reese questioned Mr. Hoid who testified that on or about May 20, 1999, the Respondent had entered into a credit arrangement with BMC West to purchase material and supplies for various projects. To date the Respondent had failed to pay the past-due invoices in the amount of \$2,582.21. Mr. Hoid stated that a financial statement had been requested but none had been provided. Additionally, on or about March 6, 2000, the Respondent had been notified of an administrative meeting that had been set for April 10, 2000. The Respondent did not attend the meeting. Mr. Hoid validated that the invoices Carson Valley Wholesale Flooring had presented to the homeowners did not contain the license number or monetary limit of the license.

Mr. Manning testified that when he applied for his contractors' license, he had applied as Chuck Manning, Floor Installer. But, thereafter, he acquired a retail carpet and flooring store and his license became a part of the store. He said he did not maintain the store portion of his business but delegated that responsibility to others. He said it was his secretary who had signed for the notice of the administrative meeting at the board offices on April 10, 2000. He did not know about that meeting. A second meeting had then been rescheduled but he had to miss that meeting because his father-in-law died. He stated that he had gone to court to dispute BMC West's claim because BMC had the responsibility to acquire authorization from Mr. Manning before any material items were charged to his account. They failed to do that. And the people who charged the purchases to his account were those whom he had fired. The judge had ruled in favor of BMC West, and that decision was now being appealed.

Mr. Gregory said the concern of the Board was that a financial statement to support the limit of the license had not been submitted.

When asked how soon a financial statement could be provided, Mr. Manning said he could have the financial statement within two weeks. It was suggested to Mr. Manning that he spend more time managing his business, rather than concentrating only on the installation side.

MR. CARSON MOVED TO CONTINUE THE HEARING UNTIL THE MEETING IN LAS VEGAS ON JANUARY 23 OR 24 FOR REVIEW OF THE FINANCIAL STATEMENT OR THE LICENSE WAS TO AUTOMATICALLY SUSPEND.

MR. JOHNSON SECONDED THE MOTION.

THE MOTION CARRIED.

HIGH SIERRA TREES #28881 and #46825 – STATUS REPORT

Gail Willey, Owner, High Sierra Trees, was present along with his attorney J. Thomas Susich.

Mr. Hoid stated that he had talked with Brian Dean, the consultant the Board retained to review the landscaping that Mr. Willey performed at the complainant's house. Mr. Dean thought he would have the report prepared to the extent he could based on weather conditions, prior to the Board meeting, but Mr. Hoid said he had not yet received it.

Mr. Haney recapped the last hearing, stating that the hearing had been continued to allow the Respondent and the Complainant to enter into an arrangement wherein the Board would find an independent person to examine the landscape. At this time of the year, the independent person had said they cannot tell in some cases if plants were alive or dead, and there was a hesitancy to test the sprinkler system for fear the water would freeze. Consequently, it had been suggested that they wait until spring to find out about the condition of the landscaping. The complainant understood and reluctantly was in agreement.

The current status of license #28881 was suspended, not renewed, as of March 31, 2000, and the current status of license #46825 was suspended for no bond as of May 31, 1999.

Discussion then focused on the Respondent's desire to acquire a new license.

When asked why the license had not been renewed in March of last year, Mr. Willey said he could not renew the surety bond because of financial difficulties. The Board informed

both Mr. Willey and Mr. Susich that the pending hearing did not prohibit them from submitting a new application.

M B LEWIS CONSTRUCTION #39667A -- DISCIPLINARY HEARING

Michael Brodie Lewis, President, M B Lewis Construction, was present along with his attorney Wally Stephens. Also present were Robert Lee, Complainant, and NSCB Investigator Gary Hoid.

Mr. Reese explained that he had talked to the Respondent, to his counsel, and to the complainants. It appeared there presently was litigation between the parties, and through settlement negotiations there appeared to be possible resolve to the issues that were currently before the Board.

Mr. Stephens agreed and requested a 30-day continuance.

Mr. Lee reluctantly agreed to the continuance in order to assist Mr. Lewis.

MR. CARSON MOVED TO CONTINUE THE HEARING INDEFINITELY TO ALLOW FOR RESOLUTION OF THE SETTLEMENT NEGOTIATIONS, AND HE REQUESTED STAFF TO PROVIDE 30-DAY STATUS REPORTS TO THE BOARD.

MR. JOHNSON SECONDED THE MOTION.

THE MOTION CARRIED.

GLENWOOD CONSTRUCTION LLC #48279 and #48283 -- DISCIPLINARY HEARING

Doris Maxine Lockwood, Member, Glenwood Construction LLC, was not present, nor was anyone present on the Respondent's behalf.

Charlene M. Brandenburg, Complainant, Western Traction; Jay Langman, Sales Manager, Don Hoban Company; Jay Schaefer, Complainant, Western Traction; Lee Westlake, Office Manager, Western Traction; Phillip Dunning, Complainant; and NSCB Investigator Gary Hoid, was sworn in.

The Amended Notice of Hearing had been sent by certified mail, return receipt requested, to Respondent's address of record on file with the board on January 2, 2001. The return receipt was received on January 9, 2001.

The Notice of Hearing and Complaint for the January 9, 2001 hearing, consisting of pages 1-62, had been sent by certified mail, return receipt requested, to Respondent's address of record on file with the board on file with the board on December 8, 2000. The return receipt had been received on December 15, 2000.

The hearing was for possible violation of NRS 624.3012 (2), willful or deliberate failure to pay money due for materials or services rendered in connection with his operations as a contractor, when he had the capacity to pay or had received sufficient money therefore; NRS 624.302 (5), failure or refusal to respond to a written request from the board or its designee to cooperate in the investigation of a complaint; and NRS 624.3013(3), failure to establish financial responsibility pursuant to NRS 624.220 and 624.260 to 624.265, inclusive, at the time of renewal of the license or at any other time when required by the board.

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

The status of license #48279 was suspended, not renewed, as of March 31, 2000, and the status of license #48283 was suspended for no qualifier as of June 28, 2000.

Jay Langman testified that on or about August 18, 1999, the Respondent had entered into a credit agreement with the Don Hoban Company to purchase materials, supplies, and tools for use on construction projects. \$10,476.31 was currently owed and past due.

Mr. Hoid testified that he had verified the current amount as that testified to by Mr. Langman. A letter had been sent to the Respondent requesting that he attend an administrative meeting. The Respondent did not appear.

Lee Westlake testified that on or about November 11, 1999, the Respondent entered into a verbal contract for the trucking of materials amounting to \$1,940. The Respondent failed to pay the amount due. Ms. Westlake said she had attended an administrative meeting but the Respondent had not been present.

Charlene Brandenburg testified that on or about February 17, 1999, the Respondent had entered into an agreement with Western Traction for rental of equipment for use on construction projects. The amount now due and owing was \$22,422.60. No portion of the amount owing had been paid. An Administrative meeting had been held but the Respondent had not been present.

When asked if the Respondent was still in the area, it was learned that he was possibly doing business under a different name, Dement Concrete.

The Board pointed out that Doris Lockwood had indemnified the license. It was suggested that the complainants pursue the personal indemnification as a possible resource.

The evidentiary portion of the hearing was closed.

MR. CARSON MOVED TO ACCEPT THE FILE AND TESTIMONY AS FORMAL FINDINGS OF FACT, CONCLUSIONS OF LAW.

MR. HIGGINS SECONDED THE MOTION.

THE MOTION CARRIED.

MR. CARSON MOVED TO FIND LICENSE #48279 AND #48283, GLENWOOD CONSTRUCTION LLC, IN VIOLATION OF ALL CHARGES.

MR. HIGGINS SECONDED THE MOTION.

THE MOTION CARRIED.

MR. CARSON MOVED TO REVOKE LICENSE #48279 AND #48283, GLENWOOD CONSTRUCTION LLC; TO REQUIRE FULL RESTITUTION TO THE DAMAGED PARTIES; AND TO RECOVER THE INVESTIGATIVE COSTS OF \$5,096.23 PRIOR TO ANY CONSIDERATION OF FUTURE LICENSURE IN THE STATE OF NEVADA.

MR. HIGGINS SECONDED THE MOTION.

THE MOTION CARRIED.

Staff was requested to verify that all parties involved in the license were not on another license.

WEST RIDGE HOMES #25326 -- DISCIPLINARY HEARING

Peter Matthew Beekhof, President, West Ridge Homes, was present and sworn in, along with Harry Stanley, Complainant, and NSCB Investigator Gary Leonard.

The Notice of Hearing and Complaint for the January 9, 2001 hearing, consisting of pages 1-26, was sent by certified mail, return receipt requested to Respondent's address of record on file with the board on December 8, 2000. Return receipt was received by NSCB on December 14, 2000.

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

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

Mr. Reese questioned Mr. Stanley who testified that on or about June 26, 1999, he had entered into a written contract with the Respondent to purchase a single-family residence that he had constructed for a total contract price of \$137,000. But, at the time, Mr. Stanley did not know that Mr. Beekhof was the real owner because the title listed another man as owner. That man turned out to be an investor. The Respondent was last on the project on November 2, 2000 to see if he could paint the house. Mr. Stanley then spoke to workmanship issues he had encountered, specifically: siding and the garage slab. The siding on the garage had nails protruding and inset too far, and caulking was needed. The garage slab had heaved at the middle of the garage door.

Mr. Hoid testified that he had inspected both the siding and the garage slab. Some of the nails were protruding out too far from the siding and some were set too deep. The siding also needed to be caulked and repainted. Additionally, the slab had heaved in the center, at the expansion joint causing the garage door to not close properly. Notices to correct had been issued on June 29, August 9, and November 6, 2000. Mr. Beekhof had taken care of the earlier issues but Mr. Hoid had then been made aware of the garage slab and an amended notice to correct had been issued on November 19, 2000. Mr. Hoid said he was not aware of any other issues. He was only aware that Mr. Beekhof had been to the property to make corrections. He believed that the painting had not yet been performed.

Mr. Stanley said no one had been out to view the garage slab, but some work had been done on the siding. Most of the nails had been corrected and puttied but there was still corrective work that needed to be done. He believed that about ¼ of the nails remained to be corrected.

Mr. Beekhof testified that he had given Mr. Stanley two options: one was to jackhammer out to the control joint halfway through the garage, or he could try to put a rubber piece on the backside of the garage door. Mr. Stanley never replied to either of the two options.

In November, Mr. Beekhof said he tried to finish up the items with the exception of the concrete slab, but he believed that Mr. Stanley went out of his way to not allow his workmen to finish the job. Originally, there had been approximately 400 corrective items, which had now been reduced to 2. Mr. Beekhof said he was willing to fix the two items to the standard of trade.

Both parties then agreed to allow corrective work to take place to the standards of the trade in general to be approved by the Board's investigator. Mr. Hoid was requested to remain involved until resolution of the matter.

MR. CARSON MOVED TO CONTINUE THE HEARING FOR 90 DAYS.

MR. JOHNSON SECONDED THE MOTION.

THE MOTION CARRIED.

ARCHITECTURAL CONCRETE CO #8684A -- DISCIPLINARY HEARING (Continued from 08/08/00, 09/12/00, and 10/17/00)

Ernest Balogh, Owner, Architectural Concrete Co, was present with his attorney Robert Frye. The complainants were not present.

A request had been made by the complainant to continue the hearing to the next available hearing in Reno on March 6, 2001.

The Board continued the hearing.

ABOVE ALL ROOFING #40856 - DISCIPLINARY HEARING

Charles Lawrence Hinds, Jr., Owner, Above All Roofing, was present with his attorney Mark Hughs. He was sworn in along with Edwin Marcos, Homeowner; Robert Keever, Complainant; Robert Keever Construction; Robin Duarte, Architectural Systems Manager for Residential Roofing; Rob Smith, President, Nevada Roofing Contractors Association and licensed Nevada roofing contractor; and NSCB Investigator Gary Leonard.

The Notice of Hearing and Complaint for the January 9, 2001 hearing, consisting of pages 1-23, had been sent by certified mail, return receipt requested, to Respondent's address of record on file with the board on December 8, 2000. The return receipt had been received on December 14, 2000.

The hearing was for possible violation of NRS 624.3017 (1), workmanship which is not commensurate with standards of the trade in general or which is below the standards in the building or construction codes adopted by the city or county in which the work is performed; and NRS 624.3013 (5), as set forth in NAC 624.640 (5), failure in any material respect to comply with the rules or regulations of the Board: each licensee shall include in all bids he submits or contracts he enters into for construction work within this state, the number of his license and any monetary limit placed upon his license.

The notice of hearing and complaint were entered into the record as EXHIBIT 1. The stipulation was not signed.

Mr. Reese stated that the Respondent had filed an answer to the complaint wherein he had admitted to paragraph 1-5, 10, 12, 16, and 19 of the complaint.

Mr. Hughs replied that the admission was correct but that it was in response to the original notice of hearing. He had received an amended notice of hearing the previous day.

Mr. Marcos, the homeowner who purchased the house from Keever Construction, testified that he had paid the Respondent the sum of \$24,241.00 less 10%. The work had commenced on or about January 15, 1999. The Respondent was last on the property on February 22, 1999. Mr. Marcos said he had encountered problems with the roof and had contacted Celotex, the manufacturer. Mr. Marcos said nails began to appear and the sheet metal had been performed incorrectly. Mr. Marcos then called the bank inspector who had formerly been a roofer. Comstock Bank inspected the roof and refused to pay any further moneys. Mr. Marcos was then advised to contact Celotex and the Board.

Celotex then inspected the roof and said it had to come off. It had not been installed properly. Once the roof was removed, other deficiencies were discovered.

Mr. Hughs then questioned Mr. Marcos regarding the testimony. He asked Mr. Marcos if he was aware that Above All Roofing had offered to make repairs to the roof. Mr. Marcos said he was never specifically told how Mr. Hinds intended to repair the roof. He was only aware of a letter from a Mr. Harrington, who had never seen the roof, but who made suggestions on how the roof might be repaired. Celotex had then advised him that the suggested repairs were not what needed to be done. Thereafter, Mr. Marcos rejected those repairs.

Mr. Keever testified he was the general contractor on the job, verifying Mr. Marcos' complaints. He said that every letter that had passed between attorneys did not meet Celotex's standard for repair, and Celotex would only accept a torn off and replaced roof or the 40 year warranty would be void. Mr. Keever said Larry Hinds had performed the work for him as a subcontractor.

Robin Duarte testified that Celotex had been purchased by Certainteed, but in March 1999 a representative had inspected the roof and had detailed all of the problems. Thereafter, Dennis Zan, Celotex Regional Manager, stated in a letter dated April 13, 1999, that the roof installed by the Respondent did not follow the published Celotex installation procedures. Mr. Duarte said that Anthony Harrington, Senior Representative, Technical Services, Celotex, had told the Respondent that he could pound down a few of the nails and place mastik over it, but Mr. Harrington had not been made aware of the extent of the problem, which was about 80% of the roof. Once Mr. Harrington was informed of the extent of the problem, he too agreed that the suggested repair would not correct the problem.

Investigator Leonard testified that he had verified that Celotex would not issue the warranty. A notice to correct had been issued on ??? but had not been complied with.

Mr. Hughs stated that his client had not been given the opportunity to determine what work needed to be performed, and once determined, to make the repairs.

Mr. Hinds testified that he attempted to correct the roof in March 1999. He said he had not been successful because he had not been allowed to do anything with the roof. Mr. Keever wanted to wait until the Board investigator had inspected the roof. When he received the notice to correct, dated April 14, 1999, he attempted to repair the roof, but he had not been allowed to. He said he had been thrown off the job.

Mr. Zech stated that if only a roof replacement was acceptable, he questioned what other repair was possible.

Mr. Hughs again stated that Mr. Hinds had not been given the opportunity to determine what corrective work needed to be performed. Mr. Hinds did not agree with Celotex. When asked if he ever offered to replace the roof, Mr. Hinds replied no.

Rob Smith testified that he had been contacted by Mr. Hinds in April 1999 and had been asked to determine what repairs needed to be made to the Marcos roof, but he had not been given the opportunity to perform destructive investigation. It was Mr. Smith's opinion that based upon his one brief visit that it was not necessary to place a new roof on the house, but he added that his opinion might have changed had he been able to perform a full investigation. When asked what additional warranty guarantees had been gained by having a new roof installed, Mr. Smith replied nothing regarding the shingle warranty. A shingle warranty only warranted the product against failure, it did not warranty the roof against leaks.

Mr. Reese questioned if a manufacturer's warranty was a worthwhile warranty to have against product defect. Mr. Smith replied that many people believed it was. When asked if it was common practice in the industry that the installer was required to install the materials to the manufacturer's specifications, he replied yes.

Mr. Gregory clarified that the first cause of action had been admitted to, as well as the third cause of action.

The evidentiary portion of the hearing was closed.

MR. ZECH MOVED TO REFER THE MATTER TO FORMAL FINDINGS OF FACT, CONCLUSIONS OF LAW.

MR. JOHNSON SECONDED THE MOTION.

THE MOTION CARRIED.

JOHN FRITZ CONSTRUCTION #25966 - DISCIPLINARY HEARING

John M. Fritz, Owner, John Fritz Construction; Kathryn Singer, Homeowner/Complainant; NSCB Investigator Gary Hoid; and Melissa Fritz were sworn in.

Attorney Bob Maddox representing the Singers and Attorney Paul Georgeson representing John Fritz were identified.

The Notice of Continued Hearing for the January 9, 2001 hearing, consisting of two pages, had been mailed certified on November 17, 2000 to the Respondent's address of record on file with the board. The certified receipt had been returned on November 29, 2000.

The Notice of Hearing and Complaint for the November 7, 2000, hearing, consisting of pages 1-58, had been mailed certified to the Respondent's address of record on October 9, 2000, and faxed to Respondent on October 9 and 17, 2000. The certified receipt had been returned on October 31, 2000.

The hearing was for possible violation of NRS 624.3017 (1), workmanship which is not commensurate with standards of the trade in general or which is below the standards in the building or construction codes adopted by the city or county in which the work is performed; NRS 624.3013 (5), failure to comply with the rules or regulations of the Board, as set forth in NAC 624.700 (3) (a), by failing to comply with the notice to correct; NRS 624.3016 (6), failure to comply with NRS 624.600 by failing to provide written disclosures as set forth in NAC 624.693 and NAC 624.6932; and NRS 301 (5), failure to comply with the terms on a construction contract or written warranty, thereby causing material injury to another.

The notice of hearing and complaint were entered into the record as EXHIBIT 1, and the stipulation was signed.

When asked if the matter was in litigation, Mr. Maddox said that a Chapter 40 process had commenced. Mr. Haney was asked to explain how Nevada Revised Statutes 624 applied to Chapter 40 issues. Mr. Haney explained that the Board had the ability to move forward and make a decision, but that decision, based on the evidentiary standard of the Board, was different than that found in court.

Mr. Maddox replied that it was hoped that the home could be fixed according to the purchase agreement.

Mr. Reese stated that an answer to the complaint had been filed and there had been a number of admissions as well as denials. He said that all could agree that there was a contract to purchase a single-family home; that the original purchase price was \$579,000; and that the Respondent commenced construction on the project prior to June 29, 1999 and completed on or about September 9, 1999.

Mr. Georgeson stated that John Fritz Construction never entered into a construction agreement with the complainants. John Fritz built the house as a speculative house for the property owner. The sale closing occurred on or about the same date the house was finished. There had never been a construction contract between John Fritz Construction and the complainant.

Ms. Singer testified that the workmanship was not commensurate to the standards of the trade in general in regards to the flooring, the roofing, and the floor joist. Specifically, the hardwood flooring was not installed to the specifications of the National Wood Flooring Association. The face nailing and joints were not staggered properly; the roof has an unacceptable deflection on either side of the living room dormer; and the floor joist chords have been notched in several places.

Mr. Maddox stated that the Board had a report from an expert regarding the flooring.

Mr. Reese replied that the report was included in the notice of hearing.

Ms. Singer then provided the Board with 5 photographs, which were entered into the record as EXHIBIT 2.

Mr. Gregory clarified that the notice to correct originally contained 63 items. He questioned what portion of the 63 items had been corrected.

Mr. Georgeson replied that all items aside from the three items under discussion had been corrected to the satisfaction of the investigator.

Investigator Hoid testified that he had investigated the complaint and had validated the workmanship items, detailing what he had learned from the National Wood Flooring Association, specifically: the floor had not been laid perpendicular to the floor joists; when changing directions of the board lay, as slip tongue was supposed to be used; the first board was face nailed from the first wall and the second and third boards were blind nailed; the face nails were not countersunk and were not puttied with a putty to match the color of the floor. There was not remedy for the whole of the complaints other than complete floor replacement. Mr. Hoid said that in Mr. Edstrom's original notice to correct, he had asked for an engineer's report on the fix for the floor joist. None had ever been provided. He said the roof deflection was very noticeable from the front and rear of the house. Notices to correct the three items being referenced had been issued on December 9, 1999, January 21, April 18, May 25, and June 20, 2000. The corrections had not been performed.

Mr. Reese expressed concern regarding the third and fourth causes of action based on previous testimony.

Mr. Georgeson stated that he had excerpts of documents that he wanted to review with the Board. He moved to enter the packet of documents as EXHIBIT A. He then addressed each item within the packet. During this address he pointed that there was an engineer's stamped approval for the fix pertaining to the floor joist.

Ms. Singer said the floor joist had not been inspected. Mr. Maddox added that since there had been no inspection, they did not know if the item had been fixed.

Mr. Fritz was asked to get the letter from the engineer.

Melissa Fritz asked if anyone local could inspect the floor joist. She was told that they could have the building department inspect it.

Mr. Georgeson addressed the roof issue and said it had always been Mr. Fritz's desire to correct it. He had pulled the building permit in July 2000 but the Singer's did not allow the work to be performed. They wanted him to use the contractor they specified. He said Mr. Fritz was willing to repair the roof or have someone else do it.

Addressing the hardwood floor, Mr. Georgeson admitted it contained obvious putty marks.

Mr. Fritz explained how the problems had come about. The hardware floor was of unfinished maple, but the Singers installed Cherry wood cabinets. He said he had explained to them that the maple floor would not take a cherry wood stain, but that was what the Singers wanted. Once the stain had been put on, the putty holes stood out and the floor looked terrible. He had offered to refinish the floor back to its natural state, but the Singers did not want him to. It was Mr. Fritz's contention that what the Singers really wanted was to have the maple floor replaced with a cherry wood floor.

Much discussion followed regarding the way the hardwood floor had been installed as well as its appearance due to the stain that was used. Herein it was learned that Mr. Fritz had performed the floor installation, and that he did not agree with the report from the National Wood Flooring Association.

Mr. Carson questioned if Ms. Singer would allow the Respondent to refinish the floor. When asked if she would allow the roof repair, she replied that she would allow somebody else to repair it.

Mr. Maddox commented that they now knew why there was a deflection. It was because the bale trusses shown on the approved drawings had not been installed. Instead the Respondent had used a stack framing method in place of using the trusses. He then offer a letter from Building and Dwellings, which was entered into the record as EXHIBIT 3.

Mr. Carson said that what the homeowner was requesting was some description of the means and methods to correct the roof.

Mr. Haney clarified that the Respondent was admitting that there was a deflection in the roof; that the workmanship wasn't right; and he was offering to fix it, with an inspection by Washoe County.

Mr. Maddox offered one last photo, which was entered into the record EXHIBIT 4.

The evidentiary portion of the hearing was closed.

MR. JOHNSON MOVED TO DISMISS NRS 624.3016 (6) AND NRS 624.301 (5) AND TO CONTINUE NRS 624.3017 (1) AND NRS 624.3013 (5) FOR 90 DAYS FOR RESOLUTION.

MS. CAVIN SECONDED THE MOTION.

THE MOTION CARRIED.

ADVISORY OPINIONS

1. **CITY OF SPARKS** - Sparks Marina Denitrification Plant

John Gonzales, Engineer, City of Sparks, was present for the advisory opinion. He questioned if a specialty license was required to operate and maintain equipment at the water denitrification facility for the Sparks Marina.

The Board opined that no license was needed to perform maintenance only. He could perform the work with his own staff or he could hire someone to perform the work. A license would be required to repair or replace any piping, modify or install equipment, or to perform any electrical work.

When asked if that person could pull motors, the Board opined that if a building department permit was required to perform any of the job, a properly licensed contractor was required to do the work.

2 **NEVADA TAHOE CONSERVATION DISTRICT**

No one was present for the advisory opinion.

Ms. Mathias stated that the entity was a state agency that existed to help property owners with compliance of certain regulations in the Lake Tahoe basin dealing with drainage and runoff. Ms. Mathias did not know if the agency performed the work or if they only acted as an agent in assisting the homeowner to find a contractor to perform the trenching and installing of dry wells.

The Board opined that no license was required since the Nevada Tahoe Conservancy District was a state agency acting as the property owner's agent to implement the compliance plans for homeowners.

APPLICATIONS

The following motion closed the meeting to the public.

MR. ZECH 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).

JETSTREAM CONSTRUCTION INC #40080A (B2 – Residential & Small Commercial)
OFFICER CHANGE

JETSTREAM CONSTRUCTION INC #43791 (B2 – Residential & Small Commercial)
OFFICER CHANGE

Keith Gregory, Legal Counsel, was present to represent Jetstream Construction.

The two officer change applications had been tabled on September 26, 2000 for a current financial statement, ownership documents, and proof of address.

Ms. Mathias, Licensing Administrator, stated that the requested documents had not yet been received.

Attorney Gregory indicated that he had brought the documents with him. The only item he did not have documentation for was the Colorado State tax liens, adding that there had been attempts to resolve the matter. He said that Mr. Field's accountant had been in contact with Colorado but to no avail.

Mr. Lyford, Director of Special Investigations Unit, concurred that the issues had been resolved, except for the one; and that the application now reflected John Dombroski as President of the company and John Field as the Qualified Employee.

Attorney Gregory queried if it were possible to place Philip Pagac on the license as the qualified employee due to a buyout of John Field.

Mr. Carson requested a financial statement prepared subsequent to the 'buyout' of Mr. Fields. The statement was to be provided within 90 days.

Attorney Gregory then questioned if it was possible to expedite the change of qualifier approval process. Ms. Mathias stated that the application had not yet been filed with the board.

ONE HOUR AIR CONDITIONING (C21 – Refrigeration & Air Conditioning) NEW APPLICATION

SWITZERLAND AIR (C21 – Refrigeration & Air Conditioning) NEW APPLICATION

Keith Gregory, Legal Counsel, was present to represent Jeffrey Stewart, President.

He was informed that both license applications had been approved with a limit of \$1 million and a \$30,000 bond. Switzerland Air's approval was contingent upon an amended application to correct business name.

NEVADA CONCRETE CONSTRUCTION INC #43354 (C5 – Concrete Contracting) PAYMENT OF CLAIM

The license had been revoked in the October 17, 2000 board hearing. The homeowner in the case had filed a claim against the cash bond on file with the board.

Bob Houle, Representative, was present to contest the payment of the claim.

Ms. Mathias stated that prior to this time, no response or objection had been raised by the Licensee. Based on the objection, it was decided that an action to intrepid the fund be initiated.

LAUREN ENGINEERS AND CONSTRUCTORS INC (A – General Engineering) NEW APPLICATION

LAUREN SAULSBURY JOINT VENTURE (B2 – Residential and Small Commercial) NEW APPLICATION

Cleve Whitener, President, was present. He was notified that both license applications had been approved with an unlimited license amount and a \$50,000 bond.

J V LAWN A SIERRA SCAPE #48633 (C10 – Landscape Contracting) RAISE IN LIMIT

Jerry Vandeburgt, President, was present. He was notified that the raise in limit application had been denied based upon the financial information submitted.

**TRIANGLE CONSTRUCTION INC #32494 (B2 – Residential & Small Commercial)
PROBATIONARY REVIEW**

James Calvin Dean, President, was present with his attorney, Francis J. Morton.

On July 25, 2000, a change of qualifier application had been approved with James Dean as the President and qualifier on a probationary status for the purpose of allowing Mr. Dean to resolve several matters. One was to take the Construction Management Survey exam, which had been completed. Other matters included a license revocation in California, tax liens, and judgments.

Nancy Mathias, Licensing Administrator, said she had received copies of certain documents, and tax returns had been filed for the years in question claiming that no money was owed. Judgments and collection accounts remained unresolved.

Mr. Morton explained that tax returns had been filed for the years when no filings had occurred and the State of California assessed taxes. Sharon Ashley, CPA, had filed the returns but it would take some more time for California to adjust their records indicating that the liens had been lifted. Respecting the judgments, Diablo had been settled through a payment arrangement; All Cal was out of business; and Golden State Lumber had been sent a letter requesting that negotiations be entered into in order to settle the outstanding amount, but, to date, there had been no response to that letter. The process to resolve that matter was continuing. Regarding the Hausman judgment, Mr. Morton said the Hausman's were requesting \$168,000 to settle the matter, making it unrealistic for Mr. Dean to settle the judgment, although efforts to resolve the matter were continuing.

When Mr. Dean was asked if restitution had been made to California homeowners as required by the California State Contractors License Board, Mr. Dean replied no.

The general consensus was to continue the probationary review for 90 days, requiring a CPA prepared financial statement and a complete list of all the outstanding creditors and obligations, as well as the obligations that had been resolved.

C R T HOMES INC (B2 – Residential & Small Commercial) NEW APPLICATION

C R T HOMES INC (A12 – Excavate Grade Trench Surface) NEW APPLICATION

Chuck Thomason, President, was present. He was informed that both license applications had been denied for lack of financial responsibility.

The remainder of the applications on the agenda was reviewed and discussion occurred on the following: Nos. 1-3, 7-8, 10-13, 16-21, 23-24, 30-31, 34, 39, 45, 48-49, 51, 53-54, 56, 58-61, 63, 66, 68, 70, 73-82, 86, 88-89, 91, 100-102, 106, 109-110, 115, 121, 133, and 137; and on the amended agenda: Nos. 1, 5, 8, 11-14, 16, and 26

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

MR. JOHNSON SECONDED THE MOTION.

THE MOTION CARRIED.

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

MR. JOHNSON SECONDED THE MOTION.

THE MOTION CARRIED.

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 2:42 p.m.

Respectfully Submitted,

Betty Wills, Recording Secretary

APPROVED:

Margi Grein, Executive Officer

Kim Gregory, Chairman