

KENNY C. GUINN
Governor

STATE OF NEVADA

REPLY TO:

MEMBERS

KIM W. GREGORY
Chairman
DOUG CARSON
DENNIS K. JOHNSON
JOHN LINDELL
DENNIS F. NELSON
DEBORAH WINNINGHAM SHELTRA
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STATE CONTRACTORS' BOARD

MINUTES OF THE MEETING JANUARY 25, 2000

The meeting of the State Contractors' Board was called to order by Vice-Chairman Mike Zech at 8:36 a.m., Tuesday, January 25, 2000, State Contractors' Board, Las Vegas, Nevada. Exhibit A is the Meeting Agenda and Exhibit B is the Sign In Log.

BOARD MEMBERS PRESENT:

Mr. Michael Zech - Vice Chairman
Mr. Doug Carson
Mr. Dennis Johnson
Mr. Dennis Nelson

BOARD MEMBERS ABSENT:

Mr. Kim Gregory
Mr. John Lindell
Ms. Deborah Sheltra

STAFF MEMBERS PRESENT:

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

OTHERS PRESENT:

Cari Inkenbrandt, Court Reporter, CSR Associates of Nevada; Gerald Plowman, Owner, A B C Seamless of Nevada; Keith Gregory, Legal Counsel, Kelley Communication Company Inc.; Gary McQueen, Representative, Niels Fugal Sons Company; Richard Lloyd Pollard, Owner, Ricks Roofing; Ken Vasil, Owner, Ace Empire Plumbing; John Hanover, Legal Counsel, American Premier Homes and Development; Robert Lively, Former President, Qualifying Officer, and Indemnifier, American Premier Homes and Development; William Terry, Complainant; Cindy Southard, Chief Financial Officer, American Premier Homes and Development; Hagai Rapaport, President and Qualified Officer, American Premier Homes and Development; Albert Geoffrey Robins, President, Sun Gold Development; Randy Pinkston, President, Straightline, Inc.; Brian David Ingram, Owner, Sunset Designs Architectural Landscapes & Sunset Designs Architectural Pools; Phil Van Alstyne, Legal Counsel representing Mr. Ingram; Keith Pearse, Red Mountain Ready Mix; Jerry Lee Reese, Owner Sunset Gold Enterprises; Gary Barton, Owner, Designer Rugs Plus; Jim Agers, Vice President, The Flooring Company; Nosrat Rouhani, Nur Electric; Robert Haidet, Owner, Image Landscape Construction; and Bob Torres, Complainant.

Ms. Grein stated that Chet Yekin, Mike Perko, and Ron Ramsey had posted the agenda in compliance with the open meeting law on January 19, 2000, respectively at the Sawyer State Building, Clark County Library, and Las Vegas City Hall. Additionally, the agenda had been posted in each office of the Board, Las Vegas and Reno, and on the Board's Internet web site.

It was learned there were 37 items on the amended agenda, each item of an emergency nature. Additionally, the Executive Session was to be heard as time allowed or continued to the next Reno meeting on February 8, 2000.

MR. JOHNSON MOVED TO HEAR THE AMENDED AGENDA.

MR. CARSON SECONDED THE MOTION.

THE MOTION CARRIED.

Mr. Zech called for a motion to approve the minutes of January 10, and January 11, 2000.

MR. JOHNSON MOVED TO APPROVE THE MINUTES OF JANUARY 10, AND JANUARY 11, 2000.

MR. NELSON SECONDED THE MOTION.

THE MOTION CARRIED.

The following motion closed the meeting to the public.

MR. NELSON MOVED TO CLOSE THE MEETING TO THE PUBLIC.

MR. CARSON SECONDED THE MOTION.

THE MOTION CARRIED.

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

APPLICATIONS

A B C SEAMLESS OF NEVADA (C3 – Carpentry) NEW APPLICATION, RECONSIDERATION

The license application had been approved on December 21, 1999 with a limit of \$50,000 and a \$5,000 bond. The owner was asking for reconsideration of the name change.

Gerald Plowman, Owner, was present, and stated his reason for requesting that his license name be allowed to remain as A B C Seamless of Nevada. Mr. Plowman indicated that there were two franchisers of the same parent company operating in Nevada, of which he was one. The other company with the name similarity was operating in the Elko area, whereas Mr. Plowman had most of the state of Nevada, Reno and Las Vegas. According to Mr. Plowman, the second company had no objection to Mr. Plowman operating under the same name and neither did the parent company because, as franchisers of the same parent, both companies were geographically restricted from entering into each other's territory.

The Board requested that Mr. Plowman provide a letter from the parent and from the second franchiser indicating that neither of the two had a problem with Mr. Plowman operating under the name A B C Seamless of Nevada.

SPRING MOUNTAIN CONSTRUCTION INC (B2 – Residential & Small Commercial) NEW APPLICATION, RECONSIDERATION

The license application had been tabled on November 9, 1999 for possible indemnification. Rather than secure an indemnitor, a new corporate financial statement had been submitted

William Brown, President, was present. He was informed the license application had been approved with a license limit of \$75,000 and a \$10,000 bond.

STEWART ELECTRIC & COMMUNICATIONS (B2 – Residential & Small Commercial)
NEW APPLICATION, NAME SIMILARITY

Dennis Morgan, Qualified Employee, was present. He was notified the license application had been approved with a limit of \$500,000, a \$30,000 bond, and must change name.

DYNAMIC CONSTRUCTION (B2 – Residential & Small Commercial) **NEW APPLICATION**

Robert Bush, Qualified Officer, was present. He was notified the license application had been approved with a limit of \$450,000 and a \$15,000 bond, contingent upon passing the required exams.

JOHNSON COMMUNITIES OF NEVADA INC #34808 (B2 – Residential & Small Commercial) **RENEWAL OF EXPIRED LICENSE**

Terry Higgins, Associate, was present. He was notified the license renewal application had been approved.

HANDYMAN CONNECTION (B2 – Residential & Small Commercial) **NEW APPLICATION**

Rick McGreevy, President, and David Zavas, Vice President, were present. They were notified the license application had been approved with a limit of \$500,000 and a \$25,000 bond.

WEST PAINTING & DECORATING INC. #46384 (C4 – Painting & Decorating) **RAISE IN LIMIT**

Nancy Wilkie, President, was present. She was notified the license application had been approved with a limit of \$100,000 and a \$10,000 bond.

KEYWAY SYSTEMS (B2 – Residential & Small Commercial) **NEW APPLICATION**

Lance Donovan, Owner, was present. He was notified the license application had been approved with a limit of \$450,000 and a \$15,000 bond.

KELLEY COMMUNICATION COMPANY INC. #47835 (C2D, E – Amplifying Systems; Signal Systems) **RAISE IN LIMIT, RECONSIDERATION**

The raise in limit had been approved on January 11, 2000 for the requested amount of \$250,000 with a \$10,000 bond. The Licensee was now requesting a reconsideration to \$500,000.

Keith Gregory, Legal Counsel, was present. The Board informed Attorney Gregory the raise in limit application had been approved to \$500,000 and a \$15,000 bond.

CASA GRANDE POOLS & SPAS #34893 (A10 – Commercial & Residential Pools) **ONE TIME RAISE IN LIMIT, RECONSIDERATION**

Colleen Grande, Owner, was present. She was notified the one time raise in limit application for the Desert Breeze Community Center Phase 2 Pools project had been approved with a limit of \$1 million, payment and performance bonds if required by the owner.

The remainder of the applications on the agenda were reviewed and discussion occurred on the following: Nos. 2-6, 9, 11, 16, 18, 24, 27, 31, 39, 45-52, 55, 58-59, 61-62, 69-70, 80-84, 91, 94-97, 99, 101, 103, and 106; and on the amended agenda: Nos. 2-3, 5, 7-8, 10-15, 18, 20-21, and 30-31.

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

MR. JOHNSON SECONDED THE MOTION.

THE MOTION CARRIED.

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

MR. NELSON SECONDED THE MOTION.

THE MOTION CARRIED.

ADVISORY OPINION

NIELS FUGAL SONS COMPANY, DAN FUGAL, CEO

Gary McQueen, Representative, Niels Fugal Sons Company, was present for the advisory opinion. The company was questioning the license requirements for the installation of fiber optic cable. The project consisted of installing 1 – 1 ¼" and 2 – 1 ½" conduits along N-DOT right-of-way from Wendover to Fernley, Nevada, as well as installing dark (un-energized) Fiber optic cable in one of the conduits.

The company had been installing fiber optic cable in Nevada for approximately 13 years, and was currently working on a project for Williams Communication, installing fiber from Wendover to the Fernley, Sparks area, approximately 400 miles. Niels Fugal Sons Company was currently in the process of acquiring a C2 license classification to install fiber optic cable.

Mr. Nelson provided the Board with the fact that fiber optic cable was a cable that was not electric, but it transmitted signals or other data. For the future, he said it might be well to consider placing that category of work into the C40 designated license classification for Fiber Optic, Cable and Splicing.

Mr. Johnson added that the current project could be performed under the Licensee's A19, Pipelines and Conduits, license, and the Licensee was to pursue acquiring the C40, designated license, for future work.

APPLICATION HEARINGS

RICKS ROOFING (C15A – Roofing) APPLICATION HEARING

The notice of hearing, consisting of pages 1-14, had been sent certified mail on December 23, 1999. The return receipt was dated January 18, 2000.

The hearing was for possible violation of NRS 624.263, financial responsibility; and NRS 624.265, good character of applicant.

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

Richard Lloyd Pollard, Owner, Ricks Roofing, and Maryann Enbody, License Analyst, were sworn in.

Mr. Taylor stated that the application was for a C15A, Roofing, license. There were two previous criminal convictions for the Board to review.

A new bank statement was entered into the record as EXHIBIT 2, and the financial statement was entered as EXHIBIT 3. Both were to remain confidential and not open to the public pursuant to NRS 624.110 (2).

A financial discussion then ensued wherein Mr. Taylor questioned Ms. Enbody.

Mr. Taylor next referenced the two criminal convictions. Mr. Pollard confirmed there had been two convictions. One had been in January, 1989, where he had pled guilty to possession of a controlled substance with intent to sell. He had served three years to five. A second conviction had occurred in May, 1996. Again, Mr. Pollard had pled guilty to attempted possession of a controlled substance. He had received 90 days, suspended; a fine; and probation of one year, successfully completed. Mr. Pollard stated that on the first conviction he had received all of his rights back by court order, with the exception of the right to bear arms, upon completion of probation. Mr. Pollard had not received treatment for substance abuse, but he indicated he had been straight for 4 years.

When asked if he needed a \$50,000 limit, Mr. Pollard said no.

MR. NELSON MOVED TO APPROVE THE LICENSE APPLICATION WITH A LIMIT OF \$25,000, A \$10,000 BOND, A FINANCIAL REVIEW UPON RENEWAL, AND A BID LETTER.

MR. JOHNSON SECONDED THE MOTION.

THE MOTION CARRIED.

ACE EMPIRE PLUMBING (C1 – Plumbing & Heating) APPLICATION HEARING

The notice of hearing, consisting of pages 1-10, had been sent certified mail on December 13, 1999. Service had been effected on December 20, 1999.

The hearing was for possible violation of NRS 624.263, financial responsibility; and NRS 624.3013 (2), misrepresentation.

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

Ken Vasil, Owner, Ace Empire Plumbing, and Doris Talley, License Management Assistant, were sworn in.

The stipulation was signed.

Mr. Taylor stated that the financial statement previously provided did not support the license limit requested. Additionally, question number seven on the application had been answered no, in regards to liens, suits, or judgments pending or recorded. A review of available records indicated three civil judgments, which had not been reported. New financial information had been requested but not received.

Mr. Taylor then questioned Ms. Talley regarding the financial information and the civil judgments.

Mr. Vasil addressed the allegations. He testified that the reason he had answered no to question seven was because the application had been submitted prior to the judgments being filed. Mr. Vasil said he knew that one was in process, but he did not believe it had been filed, particularly since he had entered into an agreement with the parties involved to pay them when his house sold. Mr. Vasil then explained the reason for the judgments, and the reason he did not provide the Board with a new financial statement. Mr. Vasil next spoke in his behalf, explaining he was currently working in California.

MR. NELSON MOVED TO TABLE THE LICENSE APPLICATION FOR 90 DAYS TO ALLOW THE APPLICANT TO BRING FORTH EVIDENCE OF FINANCIAL RESPONSIBILITY. IF THE APPLICANT COULD NOT ESTABLISH FINANCIAL RESPONSIBILITY WITHIN THAT TIME, THE APPLICATION WAS DENIED.

MR. JOHNSON SECONDED THE MOTION.

THE MOTION CARRIED.

WHITE MOUNTAIN CONSTRUCTION - APPLICATION HEARING

Jimmie Martin Carruthers, Owner, White Mountain Construction, was not present, and there was no one present to represent him.

The notice of hearing, consisting of pages 1-10, had been sent certified mail on December 13, 1999. Service had been effected on January 6, 2000.

The hearing was for possible violation of NRS 624.263, failure to establish financial responsibility.

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

Maryann Enbody was sworn in. She testified that she had reviewed the financial statement and credit report, stating what she had found. An updated financial statement had not been supplied.

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

MR. JOHNSON SECONDED THE MOTION.

THE MOTION CARRIED.

MR. CARSON MOVED TO DENY THE LICENSE APPLICATION OF WHITE MOUNTAIN CONSTRUCTION.

MR. JOHNSON SECONDED THE MOTION.

THE MOTION CARRIED.

HEARINGS**HARRISON DEVELOPMENT CORP #42348 - FINAL ORDER**

Zelik Fridman, President, Harrison Development Corp., was not present, and no one, including legal counsel, was present to represent the Licensee.

On April 23, 1999, the matter had been referred to Formal Findings of Fact, Conclusions of Law, and the license had been suspended. Additionally, the license had been fined \$1,000 per violation for a total fine of \$4,000, to be paid within 60 days, as well as the recovery of investigative costs of \$5,726.69. The Board had asked that the matter be returned for further action if the fines were not paid. The Licensee had not complied with the Board directive, therefore, the item was now before the Board for final action.

MR. JOHNSON MOVED TO REVOKE LICENSE #42348, HARRISON DEVELOPMENT CORP.

MR. NELSON SECONDED THE MOTION.

THE MOTION CARRIED.

AMERICAN PREMIER HOMES AND DEVELOPMENT #42749, #44557 & #44558 – DISCIPLINARY HEARING

The notice of hearing, dated November 4, 1999 and consisting of pages 1-43, had been sent certified mail on November 19, 1999. The return receipt was dated November 22, 1999.

A notice of continued hearing, dated December 10, 1999, had been sent certified mail. The return receipt was dated December 16, 1999.

The hearing was for possible violation of NRS 624.3012 (2), willful or deliberate failure by any licensee or agent or officer thereof to pay any moneys when due for any materials or services rendered in connection with his operations as a contractor, when he has the capacity to pay or when he has received sufficient funds therefor; NRS 624.3013 (3), failure to establish financial responsibility pursuant to NRS 624.220, 624.260, 624.263 and 624.265 at the time of renewal of the license or at any other time when required by the board; NRS 624.3013 (5), as set forth in NAC 624.640 (5), NRS 624.285, and 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, specifically: if the licensee fails to replace the person originally qualified within the 30-day period, his license may be suspended or revoked; each licensee shall include in all bids he submits or contracts he enters into for construction work within this state, the number of his license and monetary limit placed upon his license; and failure to comply with the notice to correct; 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 624.3015 (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.

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

John Hanover, Legal Counsel, American Premier Homes and Development, was identified.

Robert Lively, Former President, Qualifying Officer, and Indemnifier, American Premier Homes and Development; Linc Dante', NSCB Investigator; William Terry, Complainant; Cindy Southard, Chief Financial Officer, American Premier Homes and Development; Hagai Rapaport, President and Qualified Officer, American Premier Homes and Development; and Ron Ramsey, NSCB Investigator, were sworn in.

Mr. Taylor stated the respondent had responded to the charges in writing, and was currently before the Board. The money owing issues with Landgraphics Inc. and Kitchenland had been settled, and both resolutions were reflected in settlement letters provided to the Board. The other allegations involved failure to provide documents to establish financial responsibility; failure to submit a change in Qualified Employee (QE) application within 30 days; and regarding the Terry residence, workmanship issues, which had been repaired, with the exception of item aa of Section 14 of the hearing notice, cracking in excess of 1/8" and multiple areas of chipping at the edges in the concrete walkway in front of the house. Mr. Taylor said Mr. Terry intended to testify regarding the quality of the repairs, and the respondent had reflected in his response that there had been a change in management. It was Mr. Taylor's opinion that their defense was that others in charge of management at that time had been responsible.

The stipulation was signed.

Mr. Taylor questioned Mr. Ramsey regarding the request of documents to establish financial responsibility. Mr. Ramsey testified that a letter had been mailed on October 27, 1998 requesting American Premier Homes and Development to provide a CPA prepared financial statement by November 26, 1998. To his knowledge, none had been received.

Mr. Taylor next confirmed with Mr. Hanover that Exhibit 5 of Respondent's response reflected the financial statement had been prepared for 1998. A complied 1999 statement was in the process of being prepared and would be provided on Monday of the week following the hearing.

The following documents were entered into the record: EXHIBIT A, the Respondent's response; EXHIBIT B, Landgraphics Inc. Settlement Letter; and EXHIBIT C, Kitchenland, Inc., Settlement Letter.

Regarding the Licensee's response to the fourth cause of action, Mr. Taylor questioned Ms. Mathias regarding a request for an extension of time to replace the qualifier. Ms. Mathias testified that an extension of time to replace the qualifier was granted for the C3 license only. Subsequent to the board granting that request, the license was surrendered in December, therefore no further action had been taken on it. There was nothing in the

board computer files to indicate that there had been a request for extension pertaining to the Licensee's classification B license.

When asked if there had been a request for an extension of time to replace the qualifier on the B license, Mr. Hanover stated it was his understanding that there was, and that the qualifier, who had a California license, was approved for the B license. The license had been fully reinstated on or about January 4 or January 5. When asked for a copy of the request, Mr. Hanover said he only had the approval letter from the board, dated January 5, 2000, approving Hagai Rapaport as the QE.

TERRY COMPLAINT

Mr. Terry testified he had entered into an agreement for a new home in the approximate amount of \$569,000. Numerous workmanship items had become manifest. Mr. Terry identified those items as the ones listed in Section 14 of the hearing notice. All but item aa had been corrected. The quality of the correction work had been performed to less than Mr. Terry had anticipated, but he stated he was tired of dealing with it. He agreed the walkway in front of the house needed to be corrected.

Mr. Hanover questioned Mr. Terry and learned that all of his dealings had been with Robert Lively. He had never met or dealt with the new management of American Premier Homes and Development. It was Mr. Terry's understanding that Mr. Lively was the owner, who had not been responsive to the quality control items.

Mr. Taylor learned from Mr. Terry that all outstanding balances on the house had been paid.

Mr. Dante testified he had validated the workmanship items. An on-site meeting had been held on November 23, 1998 with Mr. Terry and Mr. Lively. Subsequently, a correction notice had been issued. The time element placed on the correction notice had not been complied with. However, work was being accomplished on a sporadic basis, until only one item remained. Thereafter, the contractor did not respond, and the matter was set for Board action.

Mr. Lively concurred he had met with Mr. Dante' and the homeowner. It was agreed the work would be performed by scheduled meeting, which was once a week. As a sub completed an item, the sub and the homeowner signed off on it. Mr. Lively said the last item presented a problem as the concrete was color coated. He then explained the problem, which prevented the last item from being corrected. The Terrys accepted the correction, and Mr. Lively thought he was finished. He said he was not aware there were any outstanding items remaining to be completed.

Mr. Dante countered Mr. Lively's testimony, and a discussion ensued regarding the status of the complaint, and how it was understood by each of the parties.

When asked what was going to be done regarding the walkway, Mr. Lively said upon leaving American Premier Homes and Development, he had had no further contact with Mr. Terry or American Premier Homes and Development. It was his understanding the work had been completed.

Mr. Nelson questioned the response prepared by American Premier Homes and Development, and asked if they were stating they would fix the Terry sidewalk. Mr. Hanover replied yes. As Mr. Lively had been removed as a director and employee, the management of American Premier Homes and Development was willing to do whatever it had to do to repair Mr. Terry's walkway.

Mr. Lively testified he was aware of the monetary limit of the license. He then explained Mr. Terry's home had been purchased under a purchase agreement, not as a contract to build. American Premier Homes and Development had been the owner of the residence. It had been sold to Mr. Terry under a purchase agreement. The lender on the property had discontinued funding, and Mr. Terry had agreed to become the lender. When the house was completed, it had been deeded to the Terrys as a sale, not as a contract to build. Mr.

Lively did not know if the Terrys had received progress reports or if the disbursement agreement had been changed to reflect them as lender.

Mr. Hanover then questioned Mr. Dante, who confirmed he had not dealt with anyone other than Robert Lively on the Terry residence. Mr. Dante stated he did not know if the Terry residence was something Mr. Lively was doing on own initiative as opposed to an American Premier Homes and Development project.

Mr. Rapaport testified that in November, 1997, he and Ronen Rahaman bought into American Premier Homes and Development by purchasing two-thirds of the stock. At that time, there were three residences that Mr. Lively was building on own, the Terrys and two others. The agreement was that Mr. Rapaport and Mr. Rahaman were not to be involved in those three projects. Mr. Lively was to finish the three residences on own, and he was to take the proceeds from them. In September, 1999, Mr. Lively was fired as an officer and a director of American Premier Homes and Development for mismanagement. Subsequently, Mr. Rapaport replaced Mr. Lively as QE on American Premier Homes and Development license. Mr. Rapaport said he was prepared to resolve the Terry issued. The agreement to exclude the three homes in the buy-out had been verbal in nature.

Mr. Lively confirmed American Premier Homes and Development was not to share in the proceeds of the three houses under discussion. They were only to build the residences, and he was to retain the proceeds. American Premier pulled the permits, and when documents had been signed off on by Mr. Lively, he said he had signed them as an officer of American Premier Homes and Development. Mr. Terry had not been advised that he had an agreement with Mr. Lively, personally, as opposed to American Premier Homes and Development. Mr. Lively then answered questions regarding payments and disbursements.

Cindy Southard testified she had been employed with American Premier Homes and Development since May 18, 1999, as Chief Financial Officer. Prior to her employment, reconciled financial statements had not been prepared for 1998. She had become aware of the Board's request for financial statements two weeks ago. 1998 had been completed, and 1999 would be completed on Monday, January 31, 2000. The 1998 statement had been provided to the board.

Mr. Nelson clarified that only the B2 license, license #42749, was current.

Mr. Lively stated he had a license application in process, which was subject for future approval. He spoke in his behalf, indicating that American Premier Homes and Development had conducted business in an outstanding manner under his administration, admitting that resolving Mr. Terry's problems may have taken too long.

Mr. Taylor established Mr. Terry had put all of the money into the project, and that he had never received documents reflecting him as a lender.

Mr. Rapaport said American Premier Homes and Development was building two big custom homes. When asked if the projects were over the license limit, Mr. Hanover said he would review the contracts, and make whatever necessary adjustments to comply.

The evidentiary was closed.

FIRST CAUSE OF ACTION

MR. NELSON MOVED TO FIND LICENSE # 42749, #44557 & #44558, AMERICAN PREMIER HOMES AND DEVELOPMENT, IN VIOLATION OF THE NRS 624.3012 (2).

MR. JOHNSON SECONDED THE MOTION.

THE MOTION CARRIED.

Penalty phase.

MR. NELSON MOVED TO PLACE A PERMANENT LETTER OF REPRIMAND INTO THE LICENSE FILES OF AMERICAN PREMIER HOMES AND DEVELOPMENT, AND TO IMPOSE AN ADMINISTRATIVE FINE OF \$1,000.

MR. JOHNON SECONDED THE MOTION.

THE MOTION CARRIED.

SECOND CAUSE OF ACTION

MR. NELSON MOVED TO FIND LICENSE # 42749, #44557 & #44558, AMERICAN PREMIER HOMES AND DEVELOPMENT, IN VIOLATION OF THE NRS 624.3012 (2).

MR. CARSON SECONDED THE MOTION.

THE MOTION CARRIED.

Penalty phase.

MR. NELSON MOVED TO PLACE A PERMANENT LETTER OF REPRIMAND INTO THE LICENSE FILES OF AMERICAN PREMIER HOMES AND DEVELOPMENT, AND TO IMPOSE AN ADMINISTRATIVE FINE OF \$1,000.

MR. CARSON SECONDED THE MOTION.

THE MOTION CARRIED.

THIRD CAUSE OF ACTION

MR. NELSON MOVED TO FIND LICENSE # 42749, #44557 & #44558, AMERICAN PREMIER HOMES AND DEVELOPMENT, IN VIOLATION OF THE NRS 624.3013 (3), AND REQUESTED THAT THE FINANCIAL STATEMENT BE SUBMITTED TO THE BOARD WITHIN 30 DAYS.

MR. CARSON SECONDED THE MOTION.

THE MOTION CARRIED.

The penalty phase was to remain open, pending receipt of the financial statement.

FOURTH CAUSE OF ACTION

MR. NELSON MOVED TO FIND LICENSE # 42749, #44557 & #44558, AMERICAN PREMIER HOMES AND DEVELOPMENT, IN VIOLATION OF THE NRS 624.3013 (5).

MR. CARSON SECONDED THE MOTION.

THE MOTION CARRIED.

Penalty phase.

MR. NELSON MOVED TO PLACE A PERMANENT LETTER OF REPRIMAND INTO THE LICENSE FILES OF AMERICAN PREMIER HOMES AND DEVELOPMENT.

MR. JOHNSON SECONDED THE MOTION.

THE MOTION CARRIED.

FIFTH CAUSE OF ACTION

MR. NELSON MOVED TO FIND LICENSE # 42749, #44557 & #44558, AMERICAN PREMIER HOMES AND DEVELOPMENT, IN VIOLATION OF THE NRS 624.3017 (1).

MR. CARSON SECONDED THE MOTION.

THE MOTION CARRIED.

Penalty phase.

MR. NELSON MOVED TO PLACE A PERMANENT LETTER OF REPRIMAND INTO THE LICENSE FILES OF AMERICAN PREMIER HOMES AND DEVELOPMENT, AND TO IMPOSE AN ADMINISTRATIVE FINE OF \$2,000 TO BE PAID WITHIN 30 DAYS.

MR. JOHNSON SECONDED THE MOTION.

THE MOTION CARRIED.

SIXTH CAUSE OF ACTION

MR. NELSON MOVED TO FIND LICENSE # 42749, #44557 & #44558, AMERICAN PREMIER HOMES AND DEVELOPMENT, IN VIOLATION OF THE NRS 624.3015 (2).

MR. CARSON SECONDED THE MOTION.

THE MOTION CARRIED.

Penalty phase.

MR. NELSON MOVED TO PLACE A PERMANENT LETTER OF REPRIMAND INTO THE LICENSE FILES OF AMERICAN PREMIER HOMES AND DEVELOPMENT, AND TO IMPOSE AN ADMINISTRATIVE FINE OF \$2,000.

MR. CARSON SECONDED THE MOTION.

THE MOTION CARRIED.

SEVENTH CAUSE OF ACTION

MR. NELSON MOVED TO FIND LICENSE # 42749, #44557 & #44558, AMERICAN PREMIER HOMES AND DEVELOPMENT, IN VIOLATION OF THE NRS 624.3013 (5).

MR. CARSON SECONDED THE MOTION.

THE MOTION CARRIED.

Penalty phase.

MR. NELSON MOVED TO PLACE A PERMANENT LETTER OF REPRIMAND INTO THE LICENSE FILES OF AMERICAN PREMIER HOMES AND DEVELOPMENT.

MR. JOHNSON SECONDED THE MOTION.

THE MOTION CARRIED.

EIGHTH CAUSE OF ACTION

MR. NELSON MOVED TO FIND LICENSE # 42749, #44557 & #44558, AMERICAN PREMIER HOMES AND DEVELOPMENT, IN VIOLATION OF THE NRS 624.3013 (5).

MR. CARSON SECONDED THE MOTION.

THE MOTION CARRIED.

Penalty phase.

MR. NELSON MOVED TO PLACE A PERMANENT LETTER OF REPRIMAND INTO THE LICENSE FILES OF AMERICAN PREMIER HOMES AND DEVELOPMENT, AND TO IMPOSE AN ADMINISTRATIVE FINE OF \$2,000.

MR. CARSON SECONDED THE MOTION.

THE MOTION CARRIED.

FINAL MOTION

MR. NELSON MOVED TO RECOVER ALL INVESTIGATIVE COSTS THROUGH THE CURRENT HEARING, TO BE PAID ALONG WITH ALL ADMINISTRATIVE FINES AND REPAIR TO THE HOMEOWNERS PROPERTY WITHIN 30 DAYS, OR THE LICENSE WOULD AUTOMATICALLY BE SUSPENDED.

MR. JOHNSON SECONDED THE MOTION.

THE MOTION CARRIED.

Mr. Zech requested that when Mr. Lively's new license application was presented to the Board for review, this hearing file was be included. Additionally, Mr. Nelson requested that Board investigators examine the remaining homes exempted from American Premier's takeover. An update was to be provided at the next Reno meeting and at the next Las Vegas meeting.

SUN GOLD DEVELOPMENT #34201, DENIAL OF RENEWAL & DISCIPLINARY HEARING (Continued from 10/26/99)

Albert Geoffrey Robins, President, was present, as well as Tom Tucker, NSCB Investigator.

Mr. Robins updated the Board as to what had occurred since the last hearing. He said he was still waiting for a release of 31 lots that were tied up with the trustee for the lender that had gone out of business. Mr. Robins said only a handful of bills remained to be paid but he needed new business in order to pay off the rest. Upon approval of the release of the properties, Mr. Robins stated he would like to return to the Board, provide the members with the status of the monetary information, and ask for the renewal of the license.

The status of the license was inactive, not renewed.

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

MR. JOHNSON SECONDED THE MOTION.

THE MOTION CARRIED.

Randy Pinkston, President, Straightline, Inc. requested equal disbursement at resolution.

Mr. Robins stated the company had withdrawn from its bankruptcy based on potential settlement.

ENFORCEMENT ADVISORY COMMITTEE

On December 10, 1999 an informal advisory committee comprised of George Lyford, Rick

Bertuzzi, Michael Zech, Hal Taylor, and Margi Grein had met for the purpose of a negotiated settlement agreement with the following companies:

1. **NOBLE PACIFIC CONSTRUCTION CO., INC.** #46538

The charge was bidding to contract and contracting in excess of the limit placed on the license, a violation of NRS 624.3015 (3).

The committee was recommending that the matter be settled by payment of \$864.01 for investigative costs incurred, and that a warning letter be placed in the license file.

MR. JOHNSON MOVED TO ACCEPT THE RECOMMENDED SETTLEMENT AGREEMENT.

MR. NELSON SECONDED THE MOTION.

THE MOTION CARRIED.

2. **ROBERTS MASONRY** #22602

The charge was violation of NRS 624.3014 (2) (A) (B) (C) (D), misuse of license; evasion of law, specifically: failure to pull a permit to replace a block wall, and knowingly using an unlicensed contractor to perform the work.

The committee was recommending that the matter be settled by payment of \$655.72 for investigative costs incurred, and an administrative penalty of \$1,000, payable to the Board.

MR. JOHNSON MOVED TO ACCEPT THE RECOMMENDED SETTLEMENT AGREEMENT.

MR. NELSON SECONDED THE MOTION.

THE MOTION CARRIED.

3. **HY BAR SALES CO.** #33665

The charge was alleged violation of NRS 624.307, unlawful advertising; and NRS 624.3014, advertising not including the license number, and acting in the capacity of a contractor under any license issued other than in the name of the Licensee.

The committee was recommending that the matter be settled by payment of a \$1,000 administrative assessment, payable to the Board, and recovery of the investigative costs of \$531.84.

MR. JOHNSON MOVED TO ACCEPT THE RECOMMENDED SETTLEMENT AGREEMENT.

MR. NELSON SECONDED THE MOTION.

THE MOTION CARRIED.

On November 16, 1999 an informal advisory committee comprised of George Lyford, Rick Bertuzzi, Doug Carson, and Margi Grein had met for the purpose of a negotiated settlement agreement with the following company:

4. **TWINS CONSTRUCTION** #44854

The charge was alleged violation of NRS 624.3014 (1) (A), aiding or abetting an unlicensed person; and NRS 624.3014 (2) (A), (B) (C), & (D), failure to pull records open for the board. (This is what I hear, but I don't think its right)

The committee was recommending that the matter be settled by payment of a

\$3,000 administrative assessment, payable to the Board, and recovery of the investigative costs of \$587.51, payable in six months.

MR. JOHNSON MOVED TO ACCEPT THE RECOMMENDED SETTLEMENT AGREEMENT.

MR. NELSON SECONDED THE MOTION.

THE MOTION CARRIED.

DISCIPLINARY HEARING

SUNSET DESIGNS ARCHITECTURAL LANDSCAPES #38591 - DISCIPLINARY HEARING

SUNSET DESIGNS ARCHITECTURAL POOLS #46656 – DISCIPLINARY HEARING

The notice of hearing, dated December 17, 1999 and consisting of pages 1-34, had been sent certified mail to the address of record. No return receipt had been received.

The hearing was for possible violation of NRS 624.3017 (1), workmanship which is not commensurate with standards of the trade in general or which is below the standards in the building or construction codes adopted by the city or county in which the work is performed; NRS 624.3015 (1), acting in the capacity of a contractor beyond the scope of the license; 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; and NRS 624.3013 (5), as set forth in NAC 624.700 (3) (a) and NAC 624.640 (5), failure in any material respect to comply with the provisions of this chapter or the regulations of the board by failing to comply with the order to correct, and each licensee shall include in all bids he submits or contracts he enters into for construction work within this state, the number of his license and monetary limit placed upon his license.

Brian David Ingram, Owner, Sunset Designs Architectural Landscapes; Leah S. Ingram; and Greg Mincheff, NSCB Investigator, were sworn in.

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

Phil Van Alstyne, Legal Counsel representing Sunset Designs Architectural Landscapes, disclosed he was with a law firm wherein he was personally involved in representing Carson Construction in a matter regarding the Las Vegas Country Club.

Mr. Taylor stated he had received a letter by fax from counsel for Marianna Jones, Complainant, indicating they had filed a NRS Chapter 40 claim against the Licensee in March, 1999. Counsel had indicated to Mr. Taylor that Ms. Jones would not be present because they believed that the Board could not move forward with the matter, and because he believed it was in his client's best interest to participate in the mediation first. Mr. Taylor then requested the matter be postponed for 90 days to allow for mediation of the Chapter 40 issues.

Mr. Carson recused himself. Mr. Zech also disclosed he was involved in the same matter as a subcontractor to Mr. Carson.

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

MR. NELSON SECONDED THE MOTION.

THE MOTION CARRIED.

EXECUTIVE SESSION

INVESTIGATIONS DEPARTMENT REPORTS

Mr. Bertuzzi provided the Board with the Investigations Department Report for Las Vegas,

providing the breakdown per investigator and complaint type.

Mr. Lyford did the same with the Special Investigation Unit, providing the current number or cases for each investigator. He pointed out that the new phone books had been released, indicating that staff would begin looking at them for unlawful advertising and disconnecting phone numbers of unlicensed contractors. Mr. Lyford then detailed the activity in White Pine and Elko County.

Mr. Bertuzzi added that in order to expedite Industry Regulations, Greg Welch was now specializing in Industrial Regulations, money owing, and pool regulation violations. Mr. Caruso and Mr. Ramsey were specializing in money owing cases, and Mr. Ramsey was also assigned to be the new training officer for the new investigators, each for a 90-day period.

The goal was to address the backlog of cases.

LICENSING DEPARTMENT REPORTS

Continued.

CONSIDERATION OF ADOPTION OF PROPOSED REGULATIONS – NRS 338.147 AND 338.1389 – CERTIFICATE OF ELIGIBILITY FOR BIDDERS PREFERENCE; NRS 624.265(4) – FEES FOR PROCESSING FINGERPRINTS, NRS 624.282 .6(A)(B)(C)-APPLICATION AND RELATED FEES FOR INACTIVE LICENSE

Ms. Grein stated that the emergency regulation on bidders preference had been signed by the Governor, and filed on January 24, 2000. She pointed out that the board currently had an "inactive status."

DISCUSSION AND CONSIDERATION OF PROPOSED REGULATIONS PURSUANT TO NRS 624.112 .1(B) – INVESTIGATOR QUALIFICATIONS, NRS 624.361.1 – FORM OF WRITTEN CITATIONS, 624.361.2 TIME TO CORRECT A CONDITION, AND NRS 624.361.3 – IMPOSITION OF ADMINISTRATIVE FINES

Ms. Grein informed the Board that draft copies of the regulations were now being prepared.

DISCIPLINARY HEARINGS

MCKEE CONSTRUCTION #34850 - DISCIPLINARY HEARING

The notice of hearing and complaint, dated December 17, 1999 and consisting of pages 1-58, had been sent certified mail to the address of record. No return receipt had been received.

The hearing was for possible violation of NRS 624.3016 (1), any fraudulent or deceitful act of a contractor whereby substantial injury is sustained by another; NRS 624.3012 (2), willful or deliberate failure by any licensee or agent or officer thereof to pay any moneys when due for any materials or services rendered in connection with his operations as a contractor, when he has the capacity to pay or when he has received sufficient funds therefor; NRS 624.3013 (5), as set forth in NAC 624.640 (3), failure in any material respect to comply with the provisions of this chapter or the regulations of the board, specifically: if any change occurs in a licensee's address or personnel which affects the accuracy of the statements in the application upon which his license is based, he shall report the change in writing to the board within 30 days after the change occurs; and NRS 624.3013 (3), failure to establish financial responsibility pursuant to NRS 624.220, 624.260, 624.263 and 624.265 at the time of renewal of the license or at any other time when required by the board.

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

Cletus James McKee, Owner, McKee Construction, was not present, and no one, including Legal Counsel, was present to represent him.

NSCB Investigators: Linc Dante', Greg Mincheff, and Carmen Caruso; and Keith Pearce, Red Mountain Ready Mix, were sworn in.

Mr. Taylor stated the case regarded money-owing complaints. There were two instances where creditors had been paid with checks, which were returned for either insufficient funds or account closed. The Licensee had moved without providing an address, and there was a charge of financial responsibility.

Mr. Pearce testified he had contracted with the Licensee to deliver concrete between December, 1997 to July, 1998. The amount currently owed was \$17,589.79. One check for \$1,534.75 had been returned for non-sufficient funds. One \$300 payment had been paid on the amount. Mr. Pearce had instructed staff to claim on the bond, but he was unsure if that had been done.

Mr. Caruso validated the Red Mountain Ready Mix complaint as valid. A financial statement had been requested on November 10, 1999, but none had been received. An administrative meeting had been held but Mr. McKee failed to appear. Mr. Caruso then validated the money owing complaint of Asphalt Products, whose payment check from McKee Construction had been written out of a closed account.

Mr. Mincheff validated the complaint of Ashlan Concrete Cutting, confirming the amount owed was \$787.38. The complainant had received \$300 from the bond, with the remaining balance unpaid.

Mr. Dante testified he had personally been to each of the addresses in the license file. All had been either vacated or the Licensee had been gone for a significant period of time. Mr. Dante had never been able to locate the Licensee or any traces of him. Mr. Dante then validated that \$351.05 was owed to American Gravel Slingers, and \$1,314.23 was owed to Bedrock Concrete Pumping.

Mr. Taylor amended the complaint on its face to request the Board to take disciplinary action and to impose the cost of the investigation on the Licensee.

The evidentiary was closed.

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

MR. JOHNSON SECONDED THE MOTION.

THE MOTION CARRIED.

Penalty phase.

MR. CARSON MOVED TO FIND LICENSE #34850, MCKEE CONSTRUCTION, IN VIOLATION OF ALL CHARGES.

MR. JOHNSON SECONDED THE MOTION.

THE MOTION CARRIED.

MR. CARSON MOVED TO REVOKE LICENSE #34850, MCKEE CONSTRUCTION, AND TO RECOVER THE INVESTIGATIVE COST OF \$2,094.52 SHOULD THE LICENSEE EVER REAPPLY FOR LICENSURE IN THE STATE OF NEVADA.

MR. JOHNSON SECONDED THE MOTION.

THE MOTION CARRIED.

SUNSET GOLD ENTERPRISES #42528 - DISCIPLINARY HEARING,

The notice of hearing and complaint, dated December 17, 1999 and consisting of pages

1-52, had been sent certified mail to a post office box in Mesquite, which was the address of record. The return receipt was dated January 15, 2000.

The hearing was for possible violation of NRS 624.3012 (2), willful or deliberate failure by any licensee or agent or officer thereof to pay any moneys when due for any materials or services rendered in connection with his operations as a contractor, when he has the capacity to pay or when he has received sufficient funds therefor; NRS 624.3013 (3), failure to establish financial responsibility pursuant to NRS 624.220, 624.260, 624.263 and 624.265 at the time of renewal of the license or at any other time when required by the board; and NRS 624.326 (1), each contractor shall disburse money paid to him pursuant to NRS 624.325, including any interest which he receives, to his subcontractors and suppliers within 15 days after he receives the money, in direct proportion to the subcontractors' and suppliers' basis in the total contract between the contractor and the owner.

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

Jerry Lee Reese, Owner, Sunset Gold Enterprises, Linc Dante, NSCB Investigator, and Kevin Parrish, President, Mesquite Tile & Flooring, were sworn in, and the stipulation was signed.

Mr. Taylor stated the matter involved money-owing complaints, failure to supply documentation to establish financial responsibility, and failure to pay subcontractors when compensated within 15 days.

Mr. Parrish testified he had entered into contracts with the Licensee to perform work. He was owed a total of \$5,786.84 for three jobs he had performed.

Mr. Reese agreed with Mr. Parrish's testimony.

Mr. Dante pointed that the contractor had acknowledged the debt in a letter dated September 9, 1998, and indicated he was going to pay the amount owed. That letter had been followed by a second one dated February 23, 1999, wherein the Licensee had indicated he was going to pay \$75 a month toward the debt. Apparently, the Licensee had failed to do so.

Mr. Reese said he was familiar with all of the allegations and stipulated they were true. Mr. Reese said the bond had not been paid out, but it had lapsed in September.

Mr. Dante confirmed all four complainants had filed against the bond.

Mr. Reese stated he was in the process of filing a Chapter 7 bankruptcy. The letters he had given the subcontractors were binding, and the payment terms would be worked out.

The evidentiary was closed.

MR. CARSON MOVED TO FIND LICENSE #42528, SUNSET GOLD ENTERPRISES, IN VIOLATION OF ALL CHARGES.

MR. NELSON SECONDED THE MOTION.

THE MOTION CARRIED.

MR. CARSON MOVED TO REVOKE LICENSE #42528, SUNSET GOLD ENTERPRISES, AND TO RECOVER THE INVESTIGATIVE COST OF \$2,288.52 SHOULD THE LICENSEE EVER REAPPLY FOR LICENSURE IN THE STATE OF NEVADA.

MR. NELSON SECONDED THE MOTION.

THE MOTION CARRIED.

DESIGNER RUGS PLUS #43526 – REHEARING (Continued from December 22, 1999)

The notice of hearing, dated October 21, 1999 and consisting of pages 1-17, had been sent certified mail. The return receipt had not been received. Telephone contact had then been made to verify receipt.

An amended notice of hearing dated October 27, 1999 had been sent certified mail. The return receipt was dated November 1, 1999.

A notice of continued hearing dated November 15, 1999 had been sent certified mail. The return receipt was dated November 16, 1999.

A final notice of rehearing dated January 7, 2000 had been sent certified mail. The return receipt was dated January 8, 2000.

The hearing was for possible violation of NRS 624.3015 (3), knowingly entering into a contract with a contractor while that contractor was not licensed, or bidding to contract or entering into a contract with a contractor for work in excess of his limit or beyond the scope of his license; NRS 624.3014 (2) (a) (b) and (d), evasion of law: aiding or abetting an unlicensed person to evade the provisions of this chapter; combining or conspiring with an unlicensed person to perform an unauthorized act; and acting as agent, partner or associate of an unlicensed person; and NRS 624.230, it is unlawful for any person or combination of persons to: engage in the business or act in the capacity of a contractor within this state; or submit a bid on a job situated within this state, without having a license therefor as provided in this chapter, unless that person or combination of persons is exempted from licensure as provided in this chapter.

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

Gary Barton, Owner, Designer Rugs Plus, Greg Mincheff, NSCB Investigator, and George Lyford, Director of Special Investigations Unit, were sworn in.

The stipulation was signed.

Mr. Taylor detailed what had occurred in the previous hearing held on December 22, 1999.

Mr. Mincheff testified that the Ortegas had declined any further contact with Designer Rugs Plus regarding the three minor carpet issues remaining. Upon contact with the bonding company, Mr. Mincheff had learned the bonding company was going to settle on those three issues. Mr. Mincheff reiterated Mr. Barton had offered to correct the carpet issues but the Ortegas had refused him.

Mr. Zech clarified that Mr. Barton had been late to the last hearing in which his license had been revoked. Subsequently, he had requested a rehearing.

Mr. Lyford testified that at the hearing of June 22, 1999 and pertaining to the workmanship issue, Mr. Barton had identified the installer as an unlicensed contractor. Upon following up on the matter, the installer had been charged for acting in the capacity of an unlicensed contractor. The case was pending in justice court. Subsequently, the Licensee's records had been subpoenaed, and upon review 10 unlicensed contractors had been identified as independent contractors who performed installation work for the Licensee.

MR. CARSON MOVED TO RESCIND THE REVOCATION OF LICENSE #43526, DESIGNER RUGS PLUS.

MR. JOHNSON SECONDED THE MOTION.

THE MOTION CARRIED.

Mr. Barton said the product he had used on the Ortega project was a new product. Rather than attempt to install the product himself, he asked the company he purchased the material from to refer someone. They recommended one Ken Schramm as someone who performed work for them. Mr. Schramm in turn indicated to Mr. Barton that he was a

licensed contractor. After the installation, Mr. Barton learned the job had not been installed properly. Mr. Schramm said he would repair it, but he did not. Mr. Barton then spoke to the charge of using unlicensed contractors. He said he had been led to believe the installers he used were licensed contractors. He carried his own industrial and liability insurance.

Discussion then focused on Mr. Barton's reporting of personal injury insurance, workers compensation insurance. When asked if he could prove that he had paid the industrial insurance on each of the 10 installers, Mr. Barton replied yes.

Mr. Taylor made the recommendation to re-subpoena Mr. Barton's documentation.

MR. JOHNSON MOVED TO CONTINUE THE HEARING FOR 30 DAYS.

MR. NELSON SECONDED THE MOTION.

In discussion of the motion, it was learned the license was inactive, not renewed.

THE MOTION CARRIED.

THE FLOORING COMPANY #43387 & #48372 – DISCIPLINARY HEARING (Continued from December 22, 1999)

Jim Agers, Vice President, The Flooring Company, was present, as well as Greg Mincheff, NSCB Investigator.

Mr. Mincheff testified that there were a few items that remained incomplete. All extremely minor. There was a small piece of marble that had been removed, it had not been replaced, and two areas had marble that needed to be replaced or filled.

Mr. Gorham provided the Board with the details. The flooring company had run into breakage issues, thereafter running out of marble.

Mr. Mincheff concurred with Mr. Gorham.

Mr. Agers said Ideal Tile was the problem, explaining why. He indicated he was out of the loop. He had not filed a complaint against Ideal Tile.

Reading the motion of the previous hearing, Mr. Agers was informed that both of his licenses were automatically suspended, and the fines had not been paid.

More discussion occurred regarding the payment for repairs of the floor.

Mr. Agers was advised what he needed to do to get the licenses reinstated.

Dialogue occurred regarding what Mr. Gorham's recourse was.

TYLER LANDSCAPE AND MAINTENANCE #44363 - DISCIPLINARY HEARING

Neither Angie W. Sissons, Member, nor Carl Tyler, Members, was present, and no one, including legal counsel, was present to represent the Licensee.

Notice of Hearing and Complaint, dated December 17, 1999 and consisting of pages 1-23, had been sent certified mail to the address of record. No return receipt had been received. The hearing notice envelope returned by post office was stamped, "Attempted, Not Known," on January 3, 2000.

The hearing was for possible violation of NRS 624.3013 (3), failure to establish financial responsibility pursuant to NRS 624.220, 624.260, 624.263 and 624.265 at the time of renewal of the license or at any other time when required by the board; and NRS 624.3013 (5), as set forth in NAC 624.640 (3), failure in any material respect to comply with the provisions of this chapter or the regulations of the board, specifically: if any change occurs in a licensee's address or personnel which affects the accuracy of the statements in the

application upon which his license is based, he shall report the change in writing to the board within 30 days after the change occurs.

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

Carmen Caruso, NSCB Investigator, was sworn in.

Mr. Taylor questioned Mr. Caruso regarding the financial statement. The Licensee had failed to supply the documents requested.

The evidentiary was closed.

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

MR. NELSON SECONDED THE MOTION.

THE MOTION CARRIED.

MR. JOHNSON MOVED TO FIND LICENSE #44363, TYLER LANDSCAPE AND MAINTENANCE, IN VIOLATION OF ALL CHARGES.

MR. NELSON SECONDED THE MOTION.

THE MOTION CARRIED.

MR. JOHNSON MOVED TO REVOKE LICENSE #44363, TYLER LANDSCAPE AND MAINTENANCE.

MR. NELSON SECONDED THE MOTION.

THE MOTION CARRIED.

I C C INTERNATIONAL CONSTRUCTION COMPANY #43615 - DISCIPLINARY HEARING

Young S. Kang, Owner, was not present, and no one, including legal counsel, was present to represent the Licensee.

The notice of hearing and complaint, dated December 17, 1999 and consisting of pages 1-18, had been sent certified mail December 22, 1999, to Respondent's address of record.

The hearing notice envelope had been returned on January 3, 2000 marked "Forwarding Order Expired."

A second notice of hearing and complaint had been sent to the Respondent's address in Fayetteville, NC. Notice of receipt had been provided by post office on January 4, 2000.

The hearing was for possible violation of NRS 624.3012 (2), willful or deliberate failure by any licensee or agent or officer thereof to pay any moneys when due for any materials or services rendered in connection with his operations as a contractor, when he has the capacity to pay or when he has received sufficient funds therefor; NRS 624.3013 (3), failure to establish financial responsibility as set forth in NRS 624.220, 624.260, 624.263 and 624.265 at the time of renewal of the license or at any other time when required by the board; and NRS 624.3013 (5), failure in any material respect to comply with the provisions of this chapter or the regulations of the board, as set forth in NAC 624.640(3), if any change occurs in a licensee's address or personnel which affects the accuracy of the statements in the application upon which his license is based, he shall report the change in writing to the board within 30 days after the change occurs.

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

Nosrat Rouhani, Nur Electric, and Carmen Caruso, NSCB Investigator, were sworn in.

Mr. Taylor said the matter regarded a money owing complaint, failure to provide financial documents, and a failure to advise the board of a change of address.

Mr. Rouhani testified that on or about April 20, 1998 Nur Electric had entered into a contract with the Licensee for a total contract price of \$4,450. Subsequently, there remained an unpaid balance of \$1,650. The bonding company had paid that amount as of May 21, 1999.

Mr. Caruso testified he had requested documents to establish financial responsibility on November 3, 1999 for return of documentation on December 3, 1999. None had been received. An administrative hearing had been scheduled and the correspondence regarding that hearing had been returned. The Licensee did not attend. The envelope containing that notice had been returned marked, "Moved, left no address." All correspondence to the Licensee had been returned. The board had received no notification of a change of address.

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

MR. NELSON SECONDED THE MOTION.

THE MOTION CARRIED.

MR. JOHNSON MOVED TO FIND LICENSE #43615, I C C INTERNATIONAL CONSTRUCTION COMPANY, IN VIOLATION OF ALL CHARGES.

MR. CARSON SECONDED THE MOTION.

THE MOTION CARRIED.

MR. JOHNSON MOVED TO REVOKE LICENSE #43615, I C C INTERNATIONAL CONSTRUCTION COMPANY, AND TO RECOVER THE INVESTIGATIVE COST OF \$2,239.86 SHOULD THE LICENSEE EVER REAPPLY FOR LICENSURE IN THE STATE OF NEVADA.

MR. CARSON SECONDED THE MOTION.

THE MOTION CARRIED.

IMAGE LANDSCAPE CONSTRUCTION #43970 - DISCIPLINARY HEARING (Continued from December 22, 1999)

Robert Haidet, Owner, Image Landscape Construction, was present.

Mr. Taylor stated the board had received a call that morning indicating that a settlement had been agreed to.

Mr. Haidet confirmed the offer had been made, and Ms. Russell was in the process of finding an additional contractor. Mr. Haidet then provided the details of the agreement. The completion date was up to Ms. Russell. Mr. Haidet provided the board with a copy of the settlement agreement.

MR. CARSON MOVED TO CONTINUE THE HEARING FOR 30 DAYS.

MR. NELSON SECONDED THE MOTION.

THE MOTION CARRIED.

Mr. Haidet requested the reinstatement of his C5 license. Staff was advised to put the matter on the agenda if the settlement agreement was effected.

PUBLIC COMMENT

Bob Torres, Complainant against Factory Authorized, spoke to the action that had been taken against Factory Authorized in the last meeting, and to the condition his block wall had been left in. He asked the Board what recourse was available to him to have his wall corrected. It was recommended that Mr. Torres file against the bond.

There being no further business to come before the Board, the meeting was adjourned by Vice-Chairman Zech at 3:45 p.m.

Respectfully Submitted,

Betty Wills, Recording Secretary

APPROVED:

Margi Grein, Executive Officer

Kim Gregory, Chairman