

KENNY C. GUINN  
Governor

STATE OF NEVADA



REPLY TO:

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**MEMBERS**

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

**STATE CONTRACTORS' BOARD**

**MINUTES OF THE MEETING  
MARCH 6, 2001**

The meeting of the State Contractors' Board was called to order by Chairman Kim Gregory at 8:36 a.m., Tuesday, March 6, 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. Douglas W. Carson  
Ms. Margaret Cavin  
Mr. Jerry Higgins  
Mr. Dennis Johnson  
Mr. Randy Schaefer  
Mr. Mike Zech

**BOARD MEMBERS ABSENT:**

None

**STAFF MEMBERS PRESENT:**

Ms. Margi Grein, Executive Officer  
Mr. Dennis Haney, Legal Counsel (Haney, Woloson & Mullins)  
Mr. Norman Kirshman, Legal Counsel  
Mr. David Reese, Legal Counsel (Cooke, Roberts & Reese)  
Ms. Nancy Mathias, Licensing Administrator  
Mr. George Lyford, Director of Special Investigations  
Mr. Rick Bertuzzi, Director of Investigations  
Mr. Frank Torres, Deputy Director of Investigations  
Mr. Roy Schoonmaker, Investigations Supervisor  
Ms. Kathy Stewart, Licensing Supervisor  
Mr. Gary Hoid, Investigator  
Mr. Gary Leonard, Investigator  
Mr. Bob Macke, Investigator  
Ms. Betty Wills, Recording Secretary

**OTHERS PRESENT:**

Leslie Clarkson, Court Reporter, Sierra Nevada Reporters; George Shaw, President, SPB Utility Services Inc.; Ed Davis, President, Advance Installations Inc; Debra Effenberger, Office Manager, Advance Installations Inc; Stephen P. Gearty, President, Designing with Nature Inc; Kenneth C. Barnes, Qualified Officer, Designing with Nature Inc; Attorney John McCabe, Designing with Nature Inc; Attorney Keith Gregory representing Dezman Contractors Incorporated; Robert Lester Anderson, Owner, 7R Construction Robert Anderson; Mary Anderson, 7R Construction Robert Anderson; Carlo Camilo Fiori, Owner, Carlo Camilo Fiori; Jose Guadron, Employee, Carlo Camilo Fiori; Margie Stockman, Witness, Carlo Camilo Fiori; Jerry Wientjes, Complainant; Attorney David Adkins on behalf

of Carlo Fiori; John Eugene Morros, Qualified Officer, J E Morros Construction and Development; Theresa Morros, J E Morros Construction and Development; John Christoffersen, Employee, Caldwell Concrete, Complainant; William Thomas Bogard, President, W M Bogard Company; NSCB Investigator Gary Hoid; Jeff McFall, Supervisor, Newell Roofing; Mary Kay Beasa, Office Manager, Porter Concrete; Mike Porter, Partner, Porter Concrete; William Petersen, Partner, Porter Concrete; Thor Keefe, Member, Action Framing; Terry Keefe, Member, Action Framing; Dennis Burke, Representative, S & L Windows; Paul Arnold, Representative, H & E Construction Inc; E C Strickley, Representative, Sierra Air Inc; Fidel Farias Salas, Owner, Salas Plastering; Magda A. Salas, Salas Plastering; Ernest Balogh, Owner, Architectural Concrete Co; Attorney Robert Frye, Architectural Concrete Co; Rod and Stacey Halecky, Complainants; C M Murphy, Qualified Officer, Murphy Brothers Construction Co Inc; David Charles Manning, Owner, Carson Valley Wholesale Flooring; Charles Lawrence Hinds, Jr., Owner; Above All Roofing; Attorney Wally Stephens on behalf of M B Lewis Construction; Joseph Wignarajah, President, Robert Piland, Vice President, Abbas Motakef, Qualified Employee, and Greg Entwistle, CPA, of Aircraft Fueling Systems Inc; Attorney Rick Elmore and Attorney John O'Connor, Aircraft Fueling Systems Inc; Debra Brazell, President, and L. Kevin Brazell, Vice President of Hydrotech Inc; Hamid Shahnam, President, Alliance Communication Technology Inc; Michele Pori, Executive Vice President, and Ron Worley, Finance Officer, Saratoga Land Development; and Stuart Feldman, President, North Pacific Inc.

Ms. Grein stated that Gary Leonard had posted the agenda in compliance with the open meeting law on February 28, 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 11 items on the amended agenda, each item of an emergency nature. In addition, the time to hear Designing with Nature was changed from 2:30 p.m. to 10:15 a.m., and under discussion for Legislative action, Ms. Grein asked that Senate Bill (SB) 274 and SB 216, and Bill Draft Request (BDR) 54-448 be included.

**MR. ZECH MOVED TO HEAR THE AMENDED AGENDAS.**

**MR. SCHAEFER SECONDED THE MOTION.**

**THE MOTION CARRIED UNANIMOUSLY.**

### **CLOSED PERSONNEL SESSION**

On a motion by Mr. Zech, seconded by Mr. Carson, and approved by unanimous vote, a closed personnel session was conducted to discuss the professional competence of the management employees of the Board pursuant to NRS 241.033. The Board received proof that the employees were notified as required by law. No action was taken. The session was continued to the March 20, 2001 Las Vegas meeting.

A motion was made, seconded and carried to reopen the meeting to the public.

### **ADVISORY OPINIONS**

1. **SPB UTILITY SERVICES INC** - License Classification for Testing, Repair and Replacement of Backflow Devices

George Shaw, President, SPB Utility Services Inc., was present for the advisory opinion.

Mr. Shaw stated that it was his intent to assist rural Nevada, specifically in this case, Elko and Carlin, set up backflow monitoring and prevention in community water systems.

Chairman Gregory pointed out that the Las Vegas water district required both training and certification, and a C1 license to perform any work related to backflow preventers.

It was learned that Mr. Shaw held an A22 license designated for Maintenance of Water Treatment Plants. Based on the limited scope of work proposed by Mr. Shaw, the Board opined it would add repair or replacement of backflow devices to SPB's A22 license. New installation was not to be included.

**MR. HIGGINS MOVED TO ADD REPAIR OR REPLACEMENT OF BACKFLOW DEVICES TO SPB UTILITY SERVICES INC.'S LICENSE.**

**MR. JOHNSON SECONDED THE MOTION.**

**THE MOTION CARRIED UNANIMOUSLY.**

2. **HIGH MARK CONSTRUCTION LLC** - License Requirements for Elko County Building Demolition Project

No one was present for the advisory opinion.

Ms. Mathias said both High Mark and Canyon Construction Company had requested an advisory opinion regarding the license requirement for the Elko County Building Demolition Project. The project involved the demolition of a building down to natural ground grade. Both Licensees were asking if the work would fall within the full A, General Engineering, or the A13.

Elko County initially stated that a C31 category would be required.

The Board opined that the A13 was the same as the C31. A full A or A13 license holder could perform the work described in the Advisory Opinion Request. The decision to require a C31 license rested with Elko County.

3. **DAS-CO OF IDAHO INC** - License Required For Buried And Underground Telephone & Power Facilities

Das-co sought an advisory opinion regarding the installation of telephone cable.

No one was present for the advisory opinion.

Ms. Mathias stated that Das-co held an A17 license. They were questioning if they were entitled to act as a telephone utility contractor, installing both aerial and underground telephone transmission lines, including the installation of conduits and manhole systems, and direct buried facilities.

The Board opined that both an A17 and an A19 license were needed to perform the work represented.

4. **ADVANCE INSTALLATIONS INC** - License Required For Mold Remediation

A letter, dated February 6, 2001, from Advance Installations Inc. was distributed.

The request for advisory opinion queried what type of license was necessary to perform mold abatement work. Advance Installations held both an A22 and an A23 license.

Ed Davis, President, and Debra Effenberger, Office Manager of Advance Installations Inc. were present for the advisory opinion.

Ms. Effenberger stated what was occurring in the Sparks area regarding the mold problem in homes and in schools, and how air conditioning duct cleaning companies were attempting to correct the problem to no avail.

The Board explained that certification and/or training issues regarding mold remediation were governed by OSHA. The Nevada State Contractors' Board did not regulate those issues.

A contractor's license would be required in the proper licensing category consistent with the type of work being performed.

5. **STATE PUBLIC WORKS BOARD** - License Required For Steel Erection

No one was present for the advisory opinion.

The Public Works Board sought an advisory opinion regarding whether or not a B license could perform steel erection work or if a separate C14 license was needed. According to the Advisory Opinion Request form, the erection of structural steel was 100% of the total scope of work to be performed.

The Board opined that a C14 license was necessary for the project represented.

6. **CUSTOM NETTING** - License Required For Installation of Golf Ball Containment System

No one was present for the advisory opinion.

Custom Netting requested an advisory opinion regarding whether or not a license was required to install golf ball containment systems.

The Board opined that a contractor's license was required to perform the work represented. It was suggested that Custom Netting apply for the C25, Fencing, category.

**APPLICATION HEARING**

**DESIGNING WITH NATURE, INC** (C10 – Landscaping) APPLICATION HEARING

Stephen P. Gearty, President, Designing with Nature, Inc; Kenneth C. Barnes, Qualified Officer, Designing with Nature, Inc; and Gary Johnson were sworn in. Attorney John McCabe was identified.

The notice of hearing consisting of pages 1-61 had been sent certified mail on February 2, 2001 to the applicant's address of record. The return receipt had been received on February 5, 2001.

An amended notice of hearing had been sent certified mail on February 28, 2001.

The hearing was for possible violation of NRS 624.263, failure to meet the criteria for establishing financial responsibility; and NRS 624.260, failure to demonstrate a level of experience, knowledge and financial responsibility.

An answer to the complaint had been received on March 1, 2001.

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

Chairman Gregory asked if a new financial statement had been submitted.

Mr. Reese replied that a financial statement had been submitted on behalf of the qualified employee.

Chairman Gregory pointed out that in Nevada companies applying for licensure needed to show financial responsibility. The financial statement submitted with the application did not support the issuance of a license.

Mr. McCabe stated that there was some uncertainty as to exactly what needed to be in the financial statement. Additionally, the corporation that made the application did no business after 1999.

Chairman Gregory then explained the indemnification process.

When Mr. Barnes asked if the limit could be reduced, he was told yes.

Mr. Zech stated that the applicant qualified for a small license now. Thereafter, the one time raise in limit process was explained.

It was learned that the average job size ranged from \$20,000 to \$30,000.

**MR. JOHNSON MOVED TO APPROVE THE LICENSE APPLICATION WITH A LIMIT OF \$35,000 AND A \$10,000 BOND.**

**MR. ZECH SECONDED THE MOTION.**

**THE MOTION CARRIED UNANIMOUSLY.**

**SUMMARY SUSPENSION**

**CHRISTIANSSEN POOL #10682 - SUMMARY SUSPENSION**

Ralph A. Christiansen, President, was not present, nor was anyone present on the Respondent's behalf.

Ms. Grein asked the Board to review the matter at the next meeting in Las Vegas, as there was not evidence to warrant a summary suspension.

The matter was continued.

**DISCUSSION**

**DEZMAN CONTRACTORS INCORPORATED #26413 - ADVISORY OPINION DISCUSSION (Continued from February 22, 2001)**

Jose Ernesto Hernandez, President, was not present. Attorney Keith Gregory was present on the Respondent's behalf.

NSCB Investigator Bob Macke reported that the last meeting regarding the matter had been an advisory opinion. At that time, Deznan inquired if permits could be obtained for work already under contract. Three contracts had been submitted from Jose Hernandez and Roberta Hernandez, dated March 2000 and November 2001.

Three addresses had been listed on the contracts. Upon contacting the building department, he and Investigator Greg Welch found that plans had been submitted in 1998 on one address, another address was a cabana only, and the third address was a single family residence. The assessor's office indicated that Jose E. and Roberta Hernandez owned each of the residences. Jose E. Hernandez was an officer of Deznan. The plans had been in the building department since 1998. They had been ready since 1999 but they had never been picked up, and permits had not been pulled.

Attorney Gregory told the Board that the properties had been sold but title had not yet been transferred because the custom homes had not yet been built. He said he had the actual printouts from the building department indicating that there were extensions through March 30, 2001 on all three properties. The printouts showed the plans had been submitted and then revised.

Discussion then occurred regarding the lack of permits prior to the suspension of the license. Attorney Gregory argued that there were existing contracts, work had been done, plans had been drawn and submitted, pads had been graded, and the plans had been revised before the license had been suspended.

Chairman Gregory pointed out that Deznan had only to fix a countertop and his license would be reinstated.

For the record, Attorney Keith Gregory stated that the building department had said they would release the permits if they received a letter from the Contractor's Board authorizing the action.

Mr. Haney suggested that Attorney Gregory provide the Board with evidence on behalf of his clients, indicating that three people had bought the properties and had contracts in place with the expectation of contractual fulfillment by the Licensee.

Attorney Gregory requested a two week continuance on behalf of his clients.

After further discussion, Chairman Gregory stated that the Board would take no action on the matter.

### **DISCIPLINARY HEARINGS**

#### **7R CONSTRUCTION ROBERT ANDERSON #46175 - DISCIPLINARY HEARING**

Robert Lester Anderson, Owner, 7R Construction Robert Anderson; Mary Anderson, 7R Construction Robert Anderson; and NSCB Investigator Gary Leonard were sworn in. The complainant, William Morrow, was not present.

The Notice of Hearing and Complaint, consisting of pages 1-7, was mailed Certified, Return Receipt Requested, to the address of record, on February 2, 2001. The Nevada State Contractors' Board (NSCB) did not receive the Return Receipt.

The hearing was for possible violations 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), failure in any material respect to comply with the

provisions of this chapter or the regulations of the board as set forth in NAC 624.700 (3) (a) and NAC 624.640 (5), by failing to comply with the 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.

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

Investigator Leonard testified that in or about the month of October 1999, the Respondent had entered into a written contract with William Morrow for the construction of a floor system, stairs, erection of wall panels, stick frame interior walls, roof panels, trusses on garage walls, port deck and install exterior doors and windows to be constructed in accordance with an approved set of plans at High Hope Ranch. The Respondent started work on the project in November 1999 and was last on the project on or about February 2000. Premier Building Systems was the company that manufactured the structure. Upon inspection of the structure, Premier Building Systems submitted a letter (page 23 of EXHIBIT 1), which Investigator Leonard had used to validate the workmanship issues validated by Premier. Investigator Leonard stated there were 9 workmanship items: nail schedule, roof, dormer roof to main roof, main roof ridge, valley beams, roof, main roof panels, vapor barrier and ridge caps, and load path. On July 26, 2000, a notice to correct had been sent to the Respondent, who failed to respond. A final notice to correct was sent August 28, 2000. Again, there was no response. The Respondent had been paid in full.

Investigator Leonard said the owner had a bid to fix all of the problems, but the bid for \$26,000 had not been accepted because the contractor, who was licensed in Montana, was not licensed in Nevada. Investigator Leonard testified that the monetary limit was not on the Respondent's contract.

Mr. Anderson testified that he had attempted to perform the project to the best of his ability, admitting that he could have missed some items because he had worked on the project in winter. But he said he had told Mr. Morrow to call him if he encountered any problems. Addressing some of the workmanship issues, Mr. Anderson stated that some of the panels could have been missed. He could not buy 2 x 8 dimensional lumber that was long enough per the plans, so he used Microlength. He did install them using blue sealant. There was no valley beam on the plan. The roof panels on the original plan were not the same size as those sent. There was no panel to fit the dormer, so Mr. Anderson said he had told Mr. Morrow he was willing to insulate it with fiberglass batting insulation if Mr. Morrow provided it. The dormer roofs could have been done better, but there was 2 x 8 installed under them. Mr. Anderson stated that he did not refuse to go back. He had tried to contact Mr. Morrow many times, but Mr. Morrow would not take the phone calls. Mr. Morrow had accused Mr. Anderson of taking \$18,000 worth of lumber, therefore, Mr. Anderson did not want to go on to the property without Mr. Morrow being in attendance. Investigator Leonard had set up an appointment with Mr. Morrow but Mr. Morrow did not show up. Mr. Anderson said he waited outside the gate of his residence for two and one half-hours

Investigator Leonard confirmed that Mrs. Anderson had called him, adding that Mr. Morrow had given his permission for Mr. Anderson to enter the property.

When asked what was the purpose of the structure, Mr. Anderson said it was a house, a foam panelized house. Mr. Leonard added it was going to be a retreat for Mr. Morrow's church.

Mr. Anderson said Mr. Morrow originally agreed to provide a crane or a forklift large enough to lift the panels up. He did not. Therefore, Mr. Anderson rented a forklift and charged Mr. Morrow extra for it. The Anderson's added the item to the original contract, which was never signed by Mr. Morrow. It had been sent to him by regular mail.

Under further questioning, Investigator Leonard stated that the homeowner, after Premier's inspection, had great concern that something may fall. Investigator Leonard confirmed that there was a 2-inch gap where sunlight could be seen. Investigator Leonard said Mr. Morrow was attempting to find a licensed contractor to complete the project and that the project needed more material, equipment, and manpower to complete.

The original contractor, Chris Dickson of Dickson Building, had removed his name from the permit. Mr. Anderson said Mr. Dickson had told him he did not get all of his money from Mr. Morrow. When Mr. Anderson finished the project, Mr. Morrow brought in an electrical contractor from Idaho. The total cost for the lumber was \$26,000. Mr. Morrow accused Mr. Anderson of stealing \$18,000 worth of lumber. Mr. Anderson again admitted that he may have done some sloppy work and that it may not have been totally completed, but he said he was not a thief.

The Board asked Investigator Leonard to discuss the missing lumber issue with Mr. Morrow. Mr. Leonard said the lumber was there.

When asked how long it would take to complete the work if Mr. Morrow allowed him back on the property, Mr. Anderson said it would take approximately three days to complete the work if he took a crew in.

Mr. Anderson said he had filed a lien to collect monies for the rental of the forklift and three days worth of work. The lien was filed on March 23, 2000. Mr. Morrow never responded. Mr. Anderson said Franklin Lumber "piggy backed" on his lien because Mr. Morrow never paid for the lumber.

Investigator Leonard was asked to verify that the lumber had not been paid for and to call Chris Dickson.

Mr. Anderson said he was working for another contractor and not currently performing any work under his license.

**MR. ZECH MOVED TO TABLE THE MATTER FOR FURTHER INVESTIGATION. INVESTIGATOR LEONARD WAS TO PROVIDE A REPORT AT THE NEXT RENO BOARD MEETING.**

**MR. JOHNSON SECONDED THE MOTION.**

**THE MOTION CARRIED UNANIMOUSLY.**

**CARLO CAMILO FIORI #43455 - DISCIPLINARY HEARING**

Carlo Camilo Fiori, Owner, Carlo Camilo Fiori; Jose Guadron, Employee, Carlo Camilo Fiori; Margie Stockman, Witness, Carlo Camilo Fiori; Jerry Wientjes, Complainant; and NSCB Investigator Gary Hoid were sworn in, and Attorney David Adkins on behalf of Carlo Fiori, was identified.

The Notice of Hearing and Complaint, consisting of pages 1-6, was mailed Certified, Return Receipt Requested, to the address of record, on February 2, 2001. The Return Receipt was received by NSCB on February 6, 2001.

The hearing was for possible violations 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 keep records or maintain bond; misrepresentation; failure to establish financial responsibility or comply with law or regulations of the board as set forth in NAC 624.700 (3) (a), by failing to comply with the Notice to Correct; and

NRS 624.3013 (5), failure to comply with the regulations of the Board as set forth in NRS 624.600, by failing to provide in writing to the owner of a single-family residence with whom he has contracted: the name, license number, business address, and telephone number of all subcontractors and material suppliers used in the project.

The Respondent's attorney, David Adkins, had filed an answer to the complaint on behalf of the Licensee. One of the issues raised in the answer was that the structure was built prior to the contract and actually had a Certificate of Occupancy (C of O). The argument was that the third cause of action should not apply.

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

Investigator Hoid testified that the Respondent had entered into a contractual agreement with Mr. Wientjes on February 14, 2000 for the sale of a single family residence project he was constructing for a total contract price of \$719,000. Mr. Hoid said it was a purchase agreement. When he viewed the property the C of O had been issued.

Mr. Wientjes testified he had paid \$719,000, in full. He then experienced workmanship problems with the stucco. Cracks began to appear all over the house and on the walkway, and the chimney started to come apart. Mr. Wientjes next provided 6 photographs, which were entered into the record as EXHIBIT 2. The photographs had been taken the preceding day. The exterior painting appeared to be spotting, the weather stripping on the front door did not seal properly, and the hardwood floors had developed numerous squeaks. Mr. Wientjes said Mr. Fiori had brought the floor distributor out to view the floor, who said there had obviously been some moisture involved, but Mr. Fiori had never attempted to correct the floor. Mr. Wientjes said Mr. Fiori fixed the door, but the weather stripping came back out. Mr. Fiori attempted to have the stucco repaired but Mr. Wientjes' stopped the workman because he did not think the workman was qualified.

Mr. Adkins questioned Mr. Wientjes who said the cracks began to appear within a couple of months after occupancy. Mr. Fiori had been approached and said he would fix them, but after some time with no attempt to correct, Mr. Wientjes contacted the NSCB.

Investigator Hoid testified that two notices to correct had been issued, but that Mr. Fiori immediately began to correct the items before the first notice to correct was issued. Mr. Wientjes contacted Mr. Hoid because he wanted to amend the notice to correct to include the hardwood floor and the way the patchwork turned out on the stucco. After reviewing the work, Mr. Hoid had issued the second notice to correct. When Mr. Fiori went back out to the site to finish the second notice to correct, he was told not to return to the property.

Mr. Adkins said there was no litigation between the parties.

Mr. Wientjes said he had not allowed the Respondent back on the property to do repairs because he was sending out unskilled workers.

Mr. Fiori testified regarding the hairline cracks in the stucco. He said he had responded within 2 days after being contacted, and he addressed the 3 areas of concern. After those areas were corrected, he had to wait to paint. Investigator Hoid had told him that he only needed to paint the 3 areas, but Mr. Wientjes would not accept that. He wanted the house totally painted. Mr. Wientjes had discarded the original paint formula, and the paint had to be re-mixed. Once Mr. Wientjes approved the color, the house was repainted. Mr. Fiori then spoke to the squeaks in the hardwood floor. The flooring representative said the floor could be corrected with foam. Mr. Wientjes never approved the correction and neither of the two letters that Mr. Fiori wrote to the Board requesting an appointment had been answered.

The evidentiary portion of the hearing was closed.

**MR. CARSON MOVED TO DISMISS NRS 624.3013 (5) AS SET FORTH IN NRS 624.600, AND TO FIND LICENSE #43455, CARLO CAMILO FIORI, IN VIOLATION OF NRS 624.3017 (1) AND NRS 624.3013 (5) AS SET FORTH IN NAC 624.700 (3) (A).**

**MR. HIGGINS SECONDED THE MOTION.**

**THE MOTION CARRIED UNANIMOUSLY.**

**MR. CARSON MOVED TO ASSESS A \$500 FINE PER CHARGE, FOR A TOTAL OF \$1,000; AND TO RECOVER THE INVESTIGATIVE COST OF \$2,499.17, TO BE PAID WITHIN 60 DAYS OR THE LICENSE WAS TO AUTOMATICALLY SUSPEND.**

**MR. SCHAEFER SECONDED THE MOTION.**

**THE MOTION CARRIED. (MS. CAVIN, MR. JOHNSON AND MR. ZECH WERE OPPOSED)**

**J E MORROS CONSTRUCTION AND DEVELOPMENT #29571A – DISCIPLINARY HEARING**

John Eugene Morros, Qualified Officer, J E Morros Construction and Development; Theresa Morros, J E Morros Construction and Development; John Christofferson, Employee, Caldwell Concrete, Complainant; and NSCB Investigator Gary Hoid were sworn in.

The Notice of Hearing and Complaint, consisting of pages 1-7, was Mailed Certified, Return Receipt Requested, to the address of record, on February 2, 2001. The Return Receipt was received by NSCB on February 8, 2001.

The hearing and complaint was for possible violation NRS 624.3012 (2), willful or deliberate failure by any licensee or agent or officer thereof to pay any money when due for any materials or services rendered in connection with his operations as a contractor, when he 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 624.224 to 624.225 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, and the stipulation was signed.

Ms. Morros provided the Board with a compiled financial statement, adding that she had a letter from their tax service indicating that a CPA prepared financial statement could not be readied before April.

Mr. Christoffersen testified that on or about October 15, 1999, the Respondent had entered into an agreement with Caldwell Concrete contract for the construction of various foundation and flatwork jobs located in the Cimameron Subdivision in Sparks, Nevada. The Respondent paid the sum of \$12,095 towards the agreed price, but still owed a balance of \$2,496. The Respondent had failed and refused to pay the amount.

Chairman Gregory asked what had been done in a court of law to collect the outstanding amount.

Mr. Christoffersen replied that Caldwell had only attempted to file a claim against the bond.

Chairman Gregory pointed out that if Caldwell had a contract, they could go to small claims court.

Ms. Morros said she had provided the Board with evidence that the outstanding amount had been paid.

Investigator Hoid testified that a financial statement had been requested and an administrative meeting held. At that time there was a lady by the name of Toni who did the books for Caldwell Concrete. All parties were working together. Caldwell was placing liens on the projects and releasing them as they were paid. It was assumed that the problem was being worked out, so the Morros were asked to disregard the request for the financial statement. Around November Toni left Caldwell Concrete and the problem remained. Thereafter, the financial statement had once again been requested.

The evidentiary portion of the hearing was closed.

**MR. ZECH MOVED TO DISMISS ALL CHARGES AGAINST LICENSE #29571A, J E MORROS CONSTRUCTION & DEVELOPMENT CO.**

**MR. SCHAEFER SECONDED THE MOTION.**

**THE MOTION CARRIED UNANIMOUSLY.**

For the record, Chairman Gregory said the financial statement supported the license limit, but the Morros were asked to forward the CPA prepared financial statement to the Board when it was completed.

**W M BOGARD COMPANY #42676 - DISCIPLINARY HEARING**

William Thomas Bogard, President, W M Bogard Company; NSCB Investigator Gary Hoid; Jeff McFall, Supervisor, Newell Roofing; Mary Kay Beasa, Office Manager, Porter Concrete; Mike Porter, Partner, Porter Concrete; William Petersen, Partner, Porter Concrete; Thor Keefe, Member, Action Framing; Terry Keefe, Member, Action Framing; Dennis Burke, Representative, S & L Windows; Paul Arnold, Representative, H & E Construction Inc; and E C Strickley, Representative, Sierra Air Inc.

The Notice of Hearing and Complaint, consisting of pages 1-11, was mailed certified, to the address of record, on February 2, 2001. The Certified Mail Receipt was returned on February 12, 2001.

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 (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 was entered into the record as EXHIBIT 1, and the stipulation was signed.

The current status of the license was suspended by Board action.

Mr. Reese entered a Summary of Investigation into the record as EXHIBIT 2, and provided a copy to Mr. Bogard. The summary contained the names of the money owed complainants and the balance due them as determined by staff and verified through the complaint procedure.

Investigator Hoid testified that he had investigated each of the money owing complaints on EXHIBIT 2 and he verified that the data was true and accurate as represented.

Mary Kay Beasa testified that she had reviewed the Summary of Investigation and verified that the amount of \$50,000, minus \$15,000 collected from the bond, for a balance of \$35,000, was the amount owed to Porter Concrete for three projects: Sierra Ridge, Wild Hawk, and Chaparral. To Ms. Beasa's knowledge Mr. Bogard had been paid for the projects.

E. C. Strickley testified that the amount reflected on the Summary of Investigation was not correct. She provided a new summary sheet, which was entered into the record as EXHIBIT 3. The principal owed was \$40,014.92. The projects were Sierra Ridge, Wild Hawk, and Chaparral. To Ms. Strickley's knowledge Mr. Bogard had been paid sufficient funds to pay Sierra Air.

Dennis Burke, Paul Arnold, Jeff McFall, and Thor Keefe all testified that they had worked on the same three projects: Sierra Ridge, Wild Hawk, and Chaparral. The amount reflected on the Summary of Investigation was correct, and to their knowledge, Mr. Bogard had been paid for the projects.

Investigator Hoid validated that all other amounts reflected for the complainants that were not present were true and accurate.

It was learned that a financial statement dated February 29, 2000 had been received.

Investigator Hoid testified that Pacific Bond had paid out the bond amount to Porter Concrete. The bond had been cancelled on approximately September 17, 2000 and had not been replaced.

Mr. Bogard testified that he had been in business for approximately 25 to 30 years. He had always been current on all of his payments. He said he got involved with a Real Estate Investment Trust (REIT), called Ennimac, whose stock tumbled from \$28 to \$8. They reneged on paying him on a project and it caused him to get behind on his projects. When liens began appearing, Wells Fargo refused to give him releases on his last draws, which amounted to approximately \$200,000. Thereafter, the whole thing began to collapse. The company was insolvent and would probably file bankruptcy. There was litigation against Ennimac, but it could take years to reach resolution. The trust was lending W M Bogard money, but since they were not regulated like a bank, there was no normal recourse against the institution. They refused to pay approximately \$4 million on a Nevada project, one of the three referenced in the testimony. Mr. Bogard said he had been attempting to sell the projects in order to pay some of the money to the subs and to the suppliers. The development side was finished but not the houses. Wells Fargo was unwilling to work with Mr. Bogard. They would not release any money and they would not allow him to finish the houses.

When asked if he had been paid in full for the subcontractor draws, Mr. Bogard said the inspections had been done but he had not been paid.

The evidentiary portion of the hearing was closed.

**MR. CARSON MOVED TO FIND LICENSE #42676, W M BOGARD COMPANY, IN VIOLATION OF ALL CHARGES.**

**MS. CAVIN SECONDED THE MOTION.**

**THE MOTION CARRIED. (MR. JOHNSON WAS NOT PRESENT FOR THE VOTE)**

**MR. CARSON MOVED TO REVOKE LICENSE #42676, W M BOGARD COMPANY, TO REQUIRE FULL RESTITUTION TO THE DAMAGED PARTIES, AND TO RECOVER THE INVESTIGATIVE COST OF \$10,056.12 PRIOR TO FUTURE CONSIDERATION FOR LICENSURE IN THE STATE OF NEVADA BY ANY OF THE PRINCIPALS.**

**MR. ZECH SECONDED THE MOTION.**

**THE MOTION CARRIED. (MR. JOHNSON WAS NOT PRESENT FOR THE VOTE)**

Staff was directed to work with the subcontractors to investigate whether any criminal acts were involved.

**SALAS PLASTERING #42040 - DISCIPLINARY HEARING**

Fidel Farias Salas, Owner, Salas Plastering; Magda A. Salas, Salas Plastering; and NSCB Investigator Ron Carney were sworn in.

Kirk Johnson, President, Nevada Johnson Ventures, was not present.

The Notice of Hearing regarding time change for March 6, 2001 Board Hearing consisting of one page was sent to Respondent by Certified Mail, Return Receipt Requested, to the address of record, on February 22, 2001. The certified mail receipt was not received by NSCB.

The Notice of Hearing and Complaint, consisting of pages 1-7, was mailed certified on February 3, 2001. The Certified Mail Receipt was returned on February 12, 2001.

The hearing was for possible violation of 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 624.3017 (2), advertising projects of construction without including in the advertisements the name and license number of the licensed contractor who is responsible for the construction; NRS 624.3013 (2), misrepresentation of a material fact by an applicant or licensee in connection with any information or evidence furnished the board in connection with official matters of the Board.

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

Investigator Carney testified that on or about February 1, 2000, the Respondent had submitted a single proposal to Nevada Johnson Ventures for construction work on the Johnson Historian Hotel project located in Gardnerville, Nevada, for a stucco job in the amount of \$32,422. The Respondent's license limit was \$20,000. Mr. Carney said he had received a complaint from a third party contractor complaining about Mr. Salas bidding over the his limit. He contacted Nevada Johnson Ventures to acquire a copy of the proposal that had been submitted. When he requested information from the Respondent, Mr. Salas produced three bids on the project, all of which were under his legal limit. Mr. Carney said originally Mr. Salas had submitted his bid for \$32,000. Then the contractor requested that the bid be broken down into specific sections per job function. No monetary limit had been found on any of the documents. The work had been awarded to Mr. Salas and completed by him, to the builder's satisfaction.

Under questioning, Mr. Carney clarified that the contractor had requested three separate bids so that he could do a comparison to the other bids he received. When asked if the contractor had been sent a letter of reprimand, Mr. Carney replied no. He was asked to send Nevada Johnson Ventures a letter to that effect.

Chairman Gregory explained the law regarding bidding over a license limit.

Mr. Salas admitted he had made a mistake. He did not know that he could not break the bid down the way he did, but the contractor had asked him to prepare it that way.

The one time raise in limit process was explained to Mr. Salas.

The evidentiary portion of the hearing was closed.

**MR. ZECH MOVED TO FIND LICENSE #42040, SALAS PLASTERING, IN VIOLATION OF ALL CHARGES.**

**MR. CARSON SECONDED THE MOTION.**

**THE MOTION CARRIED UNANIMOUSLY.**

**MR. ZECH MOVED TO PLACE A ONE-YEAR LETTER OF REPRIMAND INTO THE LICENSE FILE OF SALAS PLASTERING, LICENSE #42040.**

**MR. JOHNSON SECONDED THE MOTION.**

**THE MOTION CARRIED UNANIMOUSLY.**

**ARCHITECTURAL CONCRETE CO #8684A – DISCIPLINARY HEARING** (Continued from 08/08/00, 09/12/00, 10/17/00, 01/09/01)

Ernest Balogh, Owner, was present with his attorney, Robert Frye. Also present were Rod and Stacey Halecky, Complainants.

Mr. Haney recapped the previous hearings and stated that it was his understanding that the homeowners would only allow the Respondent back on the basis that he tear out the floor. He then asked the homeowners on what basis they would allow the contractor back, if any.

Mr. Halecky stated that it would be on the basis that the entire floor was replaced. He added that his confidence in that occurring had eroded. His attorney had been working with Mr. Frye.

Mr. Haney questioned the Haleckys as to whether they would have a problem if he asked the Board for a continuance to allow the attorneys to reach a resolution.

Mr. Halecky said he was aware of what had been proposed to him the previous day. He believed that it was just an ongoing and protracted delay.

Mr. Frye said there was a disagreement as to what would be required to fix the floor. The Haleckys wanted the floor replaced. The inspection yielded a proposal to correct the floor. That proposal was rejected on November 13, 2000. Through their counsel, a monetary settlement was now being sought. Mr. Frye was looking into that as a solution. Mr. Frye said he believed the matter should be taken off the calendar because the they were now looking at a civil solution regarding money, rather than having the contractor return to the property.

Mr. Haney stated that the contractor had not put on his case. He suggested that the matter be placed on the next Reno agenda to allow time to take testimony.

**MR. CARSON MOVED TO CONTINUE THE HEARING TO THE NEXT RENO BOARD MEETING.**

**MR. ZECH SECONDED THE MOTION.**

**THE MOTION CARRIED UNANIMOUSLY.**

**MURPHY BROTHERS CONSTRUCTION CO INC #7821 - DISCIPLINARY HEARING  
(Continued from 12/6/00)**

C. M. Murphy, Qualified Officer, Murphy Brothers Construction Co Inc, was present.

Mr. Reese stated that this matter had been continued for a financial review only. The Respondent had been found in violation of NRS 624.3013 (3), failure to establish financial responsibility. The license limit had then been reduced from unlimited to \$2 million, and the Respondent was required to post 100% payment and performance bonds on any future projects that he performed until the Board conducted a financial review and made a final decision in the matter.

To date, no financial statement had been received from the Respondent.

Mr. Murphy said the financial statement had not been completed. The CPA had told Mr. Murphy it would be another two or three weeks before it was completed. No new work had been started, and Mr. Murphy said he did not intend to bid contract work anymore.

**MR. CARSON MOVED TO CONTINUE THE MATTER FOR 90-DAYS FOR RECEIPT OF THE FINANCIAL STATEMENT OR THE LICENSE WAS TO AUTOMATICALLY SUSPEND IF THE FINANCIAL STATEMENT WAS NOT RECEIVED. THE LICENSE LIMIT WAS TO REMAIN AT \$2 MILLION AND IF THE LICENSEE ENTERED INTO NEW CONSTRUCTION CONTRACTS WITHIN THE NEXT 90 DAYS, THE LICENSEE WAS TO POST A 100% PAYMENT AND PERFORMANCE BOND TO THE OWNER FOR THE COST OF THE PROJECT.**

**MR. ZECH SECONDED THE MOTION.**

**THE MOTION CARRIED UNANIMOUSLY.**

**CARSON VALLEY WHOLESALE FLOORING #47950 - DISCIPLINARY HEARING  
(Continued from 1/9/01)**

David Charles Manning, Owner, was present.

Mr. Reese recapped what occurred in the last hearing. The financial statement that was to be provided by January 22, 2001 had been received in a timely manner.

Mr. Manning said he was still in dispute regarding the BMC West matter. He once again explained how the judgment came about. He said a payment schedule had been worked out to pay it off. Mr. Manning assured the Board that his contracts had been corrected to reflect his license number and monetary limit.

The evidentiary portion of the hearing was closed.

**MR. ZECH MOVED TO FIND LICENSE #47950, CARSON VALLEY WHOLESALE FLOORING, IN VIOLATION OF NRS 624.640 (5) AND TO DISMISS ALL OTHER CHARGES.**

**MR. JOHNSON SECONDED THE MOTION.**

**THE MOTION CARRIED UNANIMOUSLY.**

**MR. ZECH MOVED TO PLACE A ONE-YEAR LETTER OF REPRIMAND INTO THE LICENSE FILE OF CARSON VALLEY WHOLESALE FLOORING, LICENSE #47950.**

**MR. SCHAEFER SECONDED THE MOTION.**

**THE MOTION CARRIED UNANIMOUSLY.**

**ABOVE ALL ROOFING #40856 - FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION**

Charles Lawrence Hinds, Jr., Owner, was present.

Ms. Grein commented that the contractor had been licensed since 1995. This was his only complaint of record.

**MR. ZECH MOVED TO ACCEPT THE FINDINGS OF FACT, CONCLUSIONS OF LAW AS WRITTEN.**

**MR. SCHAEFER SECONDED THE MOTION.**

**THE MOTION CARRIED UNANIMOUSLY.**

**MR. ZECH MOVED TO PLACE A ONE-YEAR LETTER OF REPRIMAND INTO THE LICENSE FILE OF ABOVE ALL ROOFING, LICENSE #40856; AND TO RECOVER THE INVESTIGATIVE COST OF \$1,837.55, TO BE PAID WITHIN 90 DAYS OR THE LICENSE WAS TO AUTOMATICALLY SUSPEND.**

**MR. SCHAEFER SECONDED THE MOTION.**

**THE MOTION CARRIED UNANIMOUSLY.**

**M B LEWIS CONSTRUCTION #39667A - STATUS REPORT AND RECONSIDERATION OF INVESTIGATIVE COSTS ASSESSED (Continued from 1/9/01)**

Michael Brodie Lewis, President, was not present. Attorney Wally Stephens was present on his behalf.

Ms. Grein stated that in the last Las Vegas Board Hearing, a motion to reduce the investigative cost in the Joyner matter. But that item had not been posted, therefore, Ms. Grein asked the Board for another motion.

**MR. ZECH MOVED TO REDUCE THE INVESTIGATIVE COSTS ASSESSED BY THE BOARD ON DECEMBER 8, 2000 BY 50% IN THE JOYNER MATTER.**

**MR. SCHAEFER SECONDED THE MOTION.**

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

Mr. Stephens said the stipulation in the Robert Lee complaint had been submitted for a proposed settlement. He asked for 60 days to finalize the agreement.

**MR. JOHNSON MOVED TO CONTINUE THE HEARING FOR 60 DAYS.**

**MR. ZECH SECONDED THE MOTION.**

**THE MOTION CARRIED UNANIMOUSLY.**

**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 UNANIMOUSLY.**

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).

**AIRCRAFT FUELING SYSTEMS INC** (A22 – Aviation Fueling Facilities) NEW APPLICATION

Joseph Wignarajah, President, Robert Piland, Vice President, Abbas Motakef, Qualified Employee, and Greg Entwistle, CPA, of Aircraft Fueling Systems Inc (AFS), were present with Attorney Rick Elmore and Attorney John O'Connor of Tulsa, Oklahoma.

Ms. Mathias stated that the applicant was requesting a waiver of the 30-day period in order to bid a project for Southwest Airlines. The project regarded an extension of the fuel lines from the existing fueling station to the jetway.

Chairman Gregory disclosed he was bidding the project, and, therefore, he would not be voting on the matter. It was later determined that Mr. Gregory was bidding a separate project.

Mr. Elmore provided the Board with a quick overview of the work his client performed. AFS was primarily an engineering company constructing fuel delivery systems for aircraft. AFS was being asked by a consortium of airlines commonly known as Lost Fuel to perform certain engineering work and construction management work regarding certain improvements at McCarran Airport in Las Vegas. But Lost Fuel is asking AFS to act as the construction manager thereby requiring AFS to acquire a contractors' license.

Discussion then focused on the proper license classification. Mr. Carson commented that the A22 classification, designated for Aviation Fueling Facilities, was best.

**MR. ZECH MOVED TO APPROVE THE LICENSE APPLICATION WITH A LIMIT OF \$2.5 MILLION, A \$50,000 BOND, WAIVE THE 30 DAYS.**

**MR. JOHNSON SECONDED THE MOTION.**

Discussion followed regarding the 30-day waiver..

**THE MOTION CARRIED UNANIMOUSLY.**

**MR. JOHNSON MOVED TO REQUIRE THE CONSTRUCTION MANAGEMENT**

**SURVEY EXAM BE TAKEN WITHIN 90 DAYS.**

**MR. ZECH SECONDED THE MOTION.**

**THE MOTION CARRIED UNANIMOUSLY.**

**BLADES CONSTRUCTION #23397 (B2 – Residential & Small Commercial) RENEWAL OF EXPIRED LICENSE**

Jerry Blades, Owner, was present. He was notified that the renewal of the expired license had been approved.

**HYDROTECH INC #28504 (A15, A22 – Sewers, Drains & Pipes; Designated for Grouting & Packing) REVIEW OF PROBATIONARY LICENSE**

Debra Brazell, President, and L. Kevin Brazell, Vice President, were present.

Ms. Stewart, Licensing Supervisor, explained that Mr. Brazell had been before Board on November 7, 2000 for a financial review and conditional renewal of the license. At that meeting there had been a voluntary reduction in the monetary limit from \$2 million to \$500,000. Mr. Brazell had since indicated that he did not feel that was a voluntary reduction and that it violated the bankruptcy stay.

Mr. Brazell said, at the time, he was under the impression he was only agreeing to a temporary reduction of the license limit until they had their plan of reorganization on file. It wasn't until he received the Board letter dated January 2, 2001, that he became aware that it was a permanent reduction of the license limit. He said he only agreed to a temporary reduction in limit, not a permanent one. He said there were no violations on file and no complaints against the license. His attorney had indicated that the reduction in limit was a violation of the automatic stay. He said their plan hearing was on April 10, 2001.

Ms. Brazell said she had not been aware that the last meeting with the Board was for the purpose of a financial review. She said the reduction in limit would create havoc in the reorganization plan. She asked the Board to reinstate their license limit and to let them reorganize through the bankruptcy court. The suppliers were owed small amounts under \$200, but it would help the suppliers to be paid if they were allowed to reorganize.

**MR. ZECH MOVED TO REINSTATE THE \$2 MILLION LICENSE LIMIT CONDITIONED UPON THE LICENSEE POSTING FULL PAYMENT AND PERFORMANCE BONDING ON ALL NEW CONSTRUCTION BUSINESS.**

**MR. CARSON SECONDED THE MOTION.**

**THE MOTION CARRIED UNANIMOUSLY.**

Ms. Stewart questioned the requirement of monthly reporting. To date, none had been received.

Ms. Brazell said their attorney was concerned that the list could not be kept confidential.

Chairman Gregory pointed out that Board information was confidential and not public record.

**JETSTREAM CONSTRUCTION INC (B2 – Residential & Small Commercial) INACTIVE STATUS**

Attorney Keith Gregory was present on behalf of John S. Dombroski, President. He was notified that the license had been approved for inactive status.

**SUN WEST HOMES** (B2 – Residential & Small Commercial) RAISE IN LIMIT

Attorney Keith Gregory was present on behalf of Cynthia Margaret Coletti, President. He was notified that the license application had been approved with a limit of \$3.4 million and a \$15,000 bond.

**ALLIANCE COMMUNICATION TECHNOLOGY INC** (C2E – Signal Systems) NEW APPLICATION

Hamid Shahnam, President., was present.

Mr. Shahnam explained that his previous CPA had mislead him as to the advantages of being a LLC but he since learned otherwise.

**MR. CARSON MOVED TO APPROVE THE LICENSE APPLICATION FOR \$100,000, A \$20,000 BOND, AND A FINANCIAL REVIEW UPON RENEWAL.**

**MS. CAVIN SECONDED THE MOTION.**

**THE MOTION CARRIED UNANIMOUSLY.**

**WELTY CONCRETE** (C5A – Concrete Pouring) NEW APPLICATION, NAME SIMILARITY

Daniel Welty, Owner, was present. He was notified that the license application had been approved with a limit of \$40,000, a \$5,000 bond, and no name change.

**CHARLES ALLEN** #50859 (B2 – Residential & Small Commercial) ONE TIME RAISE IN LIMIT, RECONSIDERATION

The license application had been denied on February 21, 2001, as unable to support request of \$1.25 million. The licensee was now requesting a reduced amount.

Charles Allen, Owner, was present. He was notified that the one time raise in limit for the Erlach & Allen LLC, Build Shell on Building, had been approved for \$450,000, payment and performance bonds if required, and Charles Allen, individually, must be the contractor.

**CHARLES ALLEN** #50859 (B2 – Residential & Small Commercial) ONE TIME RAISE IN LIMIT, RECONSIDERATION

The license application had been denied on February 21, 2001, as unable to support request of \$750,000. The licensee was now requesting a reduced amount.

Charles Allen, Owner, was present. He was notified that the one time raise in limit for the Longley Tech Project, had been approved for \$750,000, payment and performance bonds if required, and Charles Allen, individually, must be the contractor.

**TRIAD WESTERN CONSTRUCTORS INC** #46052 (A – General Engineering) ONE TIME RAISE IN LIMIT

Terry Gorsuch, President, was present. He was notified that the one time raise in limit for \$10.5 million had been approved for the Las Vegas Water District project.

**C II** (C7B – Escalator & Conveyor) NEW APPLICATION

Attorney Keith Gregory was present on behalf of Kenneth Jerome Graff, President. He was notified that the license application had been approved with a limit of \$500,000 and a \$20,000 bond.

**SARATOGA LAND & DEVELOPMENT** (B – General Building) NEW APPLICATION

Mr. Zech abstained.

Michele Pori, Executive Vice President, and Ron Worley, Finance Officer, were present.

Investigator Bob Macke stated that a complaint was being filed with the Governor's office because the former license was revoked. In addition, several complaints filed against the prior license of Saratoga Land & Development had been closed as unresolved based on the status of the license

**MR. JOHNSON MOVED TO TABLE THE APPLICATION REVIEW UNTIL THE NEXT LAS VEGAS MEETING.**

**MR. CARSON SECONDED THE MOTION.**

**THE MOTION CARRIED UNANIMOUSLY.**

**TERRA CONTRACTING INC** (A7, 15, 19 – Excavating & Grading; Sewers, Drains & Pipes; Pipeline & Conduits) NEW APPLICATION, NAME SIMILARITY

**TERRA CONTRACTING INC** (C2F – Lines to Transmit Electricity) NEW APPLICATION, NAME SIMILARITY

Ed McSwain, President, was present. He was notified that both license applications had been approved. The A license with a limit of \$750,000, a \$20,000 bond, and no on the name change; and the C license with a limit of \$250,000, a \$15,000 bond, and no on the name change.

**JETSTREAM CONSTRUCTION INC** # 43791 (C3 – Carpentry) ADDITIONAL QUALIFIER

Attorney Keith Gregory was present on behalf of John S. Dombroski, President. He was notified that the additional qualifier, Randall K. Allman, had been approved.

**NORTH PACIFIC INC** #42129 (B2 – Residential & Small Commercial) RAISE IN LIMIT

Stuart Feldman, President, was present. He was requesting an increase to \$12 million. He was informed that the financial statement did not support the raise in limit. The one time raise in limit was explained to Mr. Feldman.

Mr. Feldman said he would provide the Board with a new financial statement.

The Board then tabled the matter for 90 days for a new financial statement.

The remainder of the applications on the agenda were reviewed and discussion occurred on the following: Nos. 2-6, 9-12, 14, 20, 24, 29, 33-35, 37, 39, 43, 45, 47, 51, 56, 59-60, 65, 68-69, 73, 78, 81-87, 89-95, 97, 101, 116-117, 119-120, 124, 129, 131-132, 134, 141, 146, 148-150, 157-158, 167-172, 189-190, and 193; and on the amended agenda: Nos. 1-2, 5, and 11.

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

**MR. JOHNSON SECONDED THE MOTION.**

**THE MOTION CARRIED UNANIMOUSLY.**

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

**MR. JOHNSON SECONDED THE MOTION.**

**THE MOTION CARRIED UNANIMOUSLY.**

**MR. SCHAEFER MOVED TO CONTINUE THE LEGISLATIVE SESSION, THE EXECUTIVE SESSION, AND THE ITEMS ON THE AGENDA THAT HAD NOT BEEN HEARD TO THE NEXT BOARD MEETING IN LAS VEGAS.**

**MR. JOHNSON SECONDED THE MOTION.**

**THE MOTION CARRIED UNANIMOUSLY.**

Mr. Higgins requested that in addition to the closed session, an item be posted for an open session to complete the discussion of the review and for possible Board action.

**PUBLIC COMMENT**

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

There being no further business to come before the Board, the meeting was adjourned by Chairman Gregory at 4:38 p.m.

Respectfully Submitted,

Betty Wills, Recording Secretary

APPROVED:

Margi Grein, Executive Officer

Kim Gregory, Chairman