

KENNY C. GUINN
Governor

STATE OF NEVADA

REPLY TO:

MEMBERS

KIM W. GREGORY
Chairman
DOUG CARSON
MARGARAT CAVIN
DENNIS K. JOHNSON
RANDY SCHAEFER
DEBORAH WINNINGHAM SHELTRA
MICHAEL ZECH



STATE CONTRACTORS' BOARD

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MINUTES OF THE MEETING MARCH 21, 2000

The meeting of the State Contractors' Board was called to order by Chairman Kim Gregory at 8:50 a.m., Tuesday, March 21, 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. Kim Gregory - Chairman
Mr. Doug Carson
Ms. Margaret Cavin
Mr. Dennis Johnson
Ms. Deborah Sheltra
Mr. Mike Zech (Exited at 11:09 a.m., and returned at 1:58 p.m.)

BOARD MEMBERS ABSENT:

Mr. Randy Schaefer

STAFF MEMBERS PRESENT:

Ms. Margi Grein, Executive Officer
Mr. Robert Griffy, Legal Counsel (Haney, Woloson & Mullins)
Mr. Dennis Haney, Legal Counsel (Haney, Woloson & Mullins)
Mr. Hal Taylor, Legal Counsel
Ms. Nancy Mathias, Licensing Administrator
Mr. George Lyford, Director of Special Investigations Unit
Mr. Rick Bertuzzi, Director of Investigations
Ms. Pat Potter, Licensing Supervisor
Mr. Linc Dante', Investigator
Mr. Bob Macke, Investigator
Mr. Loyd Mead, Investigator
Mr. Greg Mincheff, Investigator
Ms. Betty Wills, Recording Secretary

OTHERS PRESENT:

Cari Inkenbrandt, Court Reporter, CSR Associates of Nevada; Ricky Burton, Manager/Member, Break Em Excavation LLC; Joseph Stalzer, Member, Stalzer General Contracting LLC; Keith Gregory, Legal Counsel representing: Desert Services LLC, Haskew Engineering & Construction Inc., State Insulation and Drywall, Ancor Inc. of Nevada, and D M L Construction; Raymond Taggart, Owner, Taggart Construction; Willie Weathers, Jr., Owner, Weathers Construction; Jeff Silver, Legal Counsel, Wrico Nevada LLC; Bryan Moore, Partner, Cutting Edge Construction & Development, and Cory Duane Horton, Partner, Cutting Edge Construction & Development; Mark Agliolo, President, Eagle Electric Inc., and Allan Sisia, Vice President and Qualified Officer, Eagle Electric Inc.; Scott Seitrich, Project Manager, Spiniello Companies; Robert Haidet, Owner, Terra Landscape & Concrete Construction; Joanne M. Lloyd, Owner, Joanne M. Lloyd; William Matthew May,

Jr., President, and Ed & Sharon Bargert, Complainants; James Jones, President, Environment for Living Inc.; Mary Ray, Complainant; David Johnson, Legal Counsel, Environment for Living Inc.; Jennifer Lacavich, Attorney, Environment for Living Inc.; Michael Little, Credit Manager, Ahern Rentals; George Schmutz, Complainant; Devin Smith, City of Las Vegas; Javier Cardona; President, Allied Flooring Services; Anna McDonough, Consultant, Allied Flooring Services; Harry Dietz, Secretary, STG Enterprises; Bob Campbell, Former Board Member; Richard & Madeline Gebhardt, Complainant; Edward Michael Nigro, Owner, Nigro & Associates; Attorney Joseph Kistler, Nigro & Associates; Dennis Linder, Complainant; Mike Muskin, Legal Counsel representing Mr. Linder; and Jim Salas, Director of Organizing, Southern Nevada Regional Counsel of Carpenters.

* * * * *

Ms. Grein stated that Ben Sample had posted the agenda in compliance with the open meeting law on March 15, 2000, 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 20 items on the amended agenda, each item of an emergency nature. Also, the regular agenda was amended to include the approval of the minutes of February 23, and February 24, 2000, to item #1; and the license number was amended on item #13, Allied Flooring, from #44131 to #41131, and on item #15, Nigro & Associates, from #40679 to #23302. The hearing notices for both items had been corrected and sent to each respective Licensee.

MR. ZECH MOVED TO HEAR THE AMENDED AGENDA.

MR. CARSON SECONDED THE MOTION.

THE MOTION CARRIED.

Chairman Gregory called for a motion to approve the minutes of February 23, February 24, and March 7, 2000.

MR. ZECH MOVED TO APPROVE THE MINUTES OF FEBRUARY 23, FEBRUARY 24, AND MARCH 7, 2000.

MR. CARSON SECONDED THE MOTION.

THE MOTION CARRIED.

ENFORCEMENT ADVISORY COMMITTEE

No items were presented to the Board.

The following motion closed the meeting to the public.

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

MR. JOHNSON SECONDED THE MOTION.

THE MOTION CARRIED.

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

APPLICATIONS**BREAK EM EXCAVATION LLC** (A7, 13, 15, 19 – Excavating & Grading; Wrecking Buildings; Sewers, Drains & Pipes: Pipeline & Conduits) NEW APPLICATION, RECONSIDERATION

Ricky Burton, Manager/Member, Break Em Excavation LLC, was present.

The application had been tabled for 90 days on January 11, 2000, for receipt of the approved bankruptcy plan and financial statement of the LLC. Both items had since been received.

Mr. Burton explained why his financial statement did not reflect his total net worth, and how he intended to eliminate his IRS debt.

Ms. Potter verified she had the IRS confirmation validating Mr. Burton's statements.

Mr. Burton added that many suppliers had been paid 100% on the dollar. Those remaining unpaid would be made whole through the bankruptcy confirmation plan, with payments to begin in April.

MR. ZECH MOVED TO APPROVE THE LICENSE APPLICATION WITH A LIMIT OF \$1.5 MILLION, A \$30,000 BOND, AND A FINANCIAL REVIEW UPON RENEWAL.

MR. JOHNSON SECONDED THE MOTION.

THE MOTION CARRIED.

STALZER GENERAL CONTRACTING LLC (B2 – Residential & Small Commercial) NEW APPLICATION, RECONSIDERATION

Joseph Stalzer, Member, Stalzer General Contracting LLC, was present.

The application had been denied on February 8, 2000, for lack of financial responsibility.

Mr. Stalzer explained he understood the reconsideration request was scheduled for April, therefore he was attempting to acquire a new financial statement for that time period.

Personal indemnification was outlined to Mr. Stalzer, and he was informed he needed to provide the board with the information that had been requested.

The application was tabled for 90 days for new financial information.

DESERT SERVICES LLC #47489 (C2 – Electrical Contracting) EXAM EXTENSION REQUEST

Keith Gregory, Legal Counsel, was present to represent the Licensee.

Attorney Gregory explained that the license application had been approved, contingent upon the qualifier passing the Construction Management Survey (CMS) examination within 6 months. Attorney Gregory said the prospective CMS qualifier, Kelly Wilkins, had been having medical problems and intended to take the exam once his condition stabilized.

The general consensus was to approve the request for extension for 90-days, and to reinstate the license.

HASKEW ENGINEERING & CONSTRUCTION INC (C1 – Plumbing & Heating) NEW APPLICATION, RECONSIDERATION

HASKEW ENGINEERING & CONSTRUCTION INC (C2 – Electrical Contracting) NEW APPLICATION, RECONSIDERATION

Keith Gregory, Legal Counsel, was present to represent the Licensee, Kenneth Haskew.

The general consensus was to approve the two license applications with limits of \$300,000 and \$30,000 bonds.

STATE INSULATION AND DRYWALL #40491 (C3D – Insulation) 45-DAY EXTENSION TO REPLACE QUALIFIER

STATE INSULATION AND DRYWALL #40492 (C4 – Painting & Decorating) 45-DAY EXTENSION TO REPLACE QUALIFIER.

Keith Gregory, Legal Counsel, was present to represent the Licensee. He explained the reason for the change of officer and of qualifier.

The Board approved the 45-day extension request.

ANCOR INC OF NEVADA #45620 (B2 – Residential & Small Commercial) ONE TIME RAISE IN LIMIT

Keith Gregory, Legal Counsel, was present to represent the Licensee.

The Board approved the one time raise in limit request of \$1.4 million, payment and performance bonds if required, for the Rice Ristorante in the Desert Passage at Aladdin.

TAGGART CONSTRUCTION #47458 (B2 – Residential & Small Commercial) FINANCIAL REVIEW ON RENEWAL

Raymond Taggart, Owner, Taggart Construction, was present.

Mr. Taggart told the Board he had been on Workers' Compensation Insurance for the last two years with the exception of 4 months. Therefore, he had not been using his license. He had performed only one small patio project. He intended to use a construction control service when performing future projects.

The general consensus was to approve the renewal application with a financial review in 6-months.

WEATHERS CONSTRUCTION #47152 (B2 – Residential & Small Commercial) FINANCIAL REVIEW UPON RENEWAL

Willie Weathers, Jr., Owner, Weathers Construction, was present. He had provided the board with a letter from the Department of the Treasury outlining a \$200 a month payment plan for his tax lien.

Mr. Weathers explained the tax debt, and detailed what type of work he performed. He was a carpenter by trade, and had no employees.

The Board approved the renewal application with a financial review upon renewal.

WRICO NEVADA LLC #44512 (B2 – Residential & Small Commercial) RENEWAL OF EXPIRED LICENSE

Jeff Silver, Legal Counsel, was present to represent the Licensee.

MR. ZECH MOVED TO APPROVE THE RENEWAL APPLICATION.

MR. JOHNSON SECONDED THE MOTION.

THE MOTION CARRIED.

VALLEY CLASSICS INC (C3 – Carpentry) NEW APPLICATION, RECONSIDERATION

Paul Wolcott, President, Valley Classics Inc, and Mark Pollard, Secretary/Treasurer, Valley Classics Inc., were present. They were notified that the license application had been approved with a limit of \$50,000 and a \$5,000 bond.

WESTERN STATES CUSTOM HOMES (B2 – Residential & Small Commercial) NEW APPLICATION

Keith Moore, President, Western States Custom Homes, was present. He was informed the license application had been approved with a limit of \$150,000, a \$10,000 bond, and a bid letter.

MERCADO CONCRETE CORPORATION (C5 – Concrete Contracting) FINANCIAL STATEMENT ON RENEWAL, RECONSIDERATION

Joel Delmercado, President Mercado Concrete Corporation, was present. He was informed the renewal application had been approved.

CUTTING EDGE CONSTRUCTION & DEVELOPMENT (C3 – Carpentry) NEW APPLICATION, NAME SIMILARITY

Bryan Moore, Partner, Cutting Edge Construction & Development, and Cory Duane Horton, Partner, Cutting Edge Construction & Development, were present

Mr. Cory explained what had happened with his previous license and the bankruptcy he had filed. All suppliers had been taken care of, with the exception of one.

Mr. Moore said he was the financial backer of the company.

Mr. Carson said he was more inclined to require Mr. Moore to test as the law qualifier on the license.

MR. CARSON MOVED TO TABLE THE APPLICATION FOR 90 DAYS FOR NEW FINANCIAL INFORMATION, AND TO ALLOW MR. MOORE TO TEST FOR THE CMS EXAMINATION.

MS. SHELTRA SECONDED THE MOTION.

THE MOTION CARRIED. (MR. JOHNSON WAS OPPOSED)

No name change was required. It was suggested that the application could be reviewed at the next Reno meeting if the new financial information was provided by Monday, March 27, 2000.

EAGLE ELECTRIC INC (C2 – Electrical Contracting) NEW APPLICATION, NAME SIMILARITY, WAIVE 30-DAYS

Mark Agliolo, President, Eagle Electric Inc., and Allan Sisia, Vice President and Qualified Officer, Eagle Electric Inc., were present.

Mr. Sisia told the Board that he had been the service manager for Hansen Electric, who was currently in Chapter 7 bankruptcy. He and Mr. Agliolo had an opportunity to take the service department, and to keep it running and functioning. They were buying it out of the

bankruptcy. Mr. Sisia was working with the trustee to help close Hansen Electric. His concern was the existing clientele, who had been serviced for over 20 years. The qualifying examinations were scheduled for March 28.

The Board approved a conditional license with a limit of \$100,000, a \$10,000 bond, conditioned upon passing the tests within 30 days or the license would be suspended; waive the 30-days; and no on the name similarity, subject to license #13754, Eagle Electric, not renewing by May 31, 2000.

SPINIELLO COMPANIES (A19A – Pipeline and Conduits: Water) NEW APPLICATION

Scott Seitrich, Project Manager, Spiniello Companies, was present to represent the Licensee.

A discussion focused on the type of work the company performed in order to determine the proper license classification. Mr. Seitrich stated the company exclusively performed pipeline rehabilitation to water mains. The company was licensed in several states, and normally acted as a subcontractor to general contractors. The work was performed completely off-site.

The Board opined the proper classification was an A19A, and approved the license application as unlimited with a \$50,000 bond, waive the trade exam.

WATER CREATIONS LTD (A10 – Commercial & Residential Pools) NEW APPLICATION

Denise Caquette, Manager, and Kenneth Caquette, Qualified Employee, were present. They were informed that the license application had been approved with a limit of \$150,000 and a \$20,000 bond.

KING FENCE (C25 – Fencing & Equipping Playgrounds) NEW APPLICATION

Eric Denhard, Owner, King Fence, was present. He was informed the license application had been approved with a limit of \$20,000 and a \$5,000 bond.

R L HOMES (B2 – Residential & Small Commercial) NEW APPLICATION

Robert Lively, Jr., Owner, R L Homes, was present. He was informed the license application had been approved with a limit of \$250,000 and a \$30,000 bond.

TERRA LANDSCAPE & CONCRETE CONSTRUCTION (C5 – Concrete Contracting) NEW APPLICATION

Robert Haidet, Owner, Terra Landscape & Concrete Construction, was present for the Board action.

MS. CAVIN MOVED TO APPROVE THE LICENSE APPLICATION WITH A LIMIT OF \$10,000 AND A \$2,000 BOND.

MR. JOHNSON SECONDED THE MOTION.

THE MOTION CARRIED.

Review of the remaining applications was continued until after the regular agenda had been heard.

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

MS. CAVIN SECONDED THE MOTION.

THE MOTION CARRIED.

EXECUTIVE SESSION

Continued.

ADVISORY OPINION

1. JOANNE M. LLOYD

Ms. Lloyd was present for the Advisory Opinion. Ms. Lloyd sought an opinion regarding the need for a contractors' license to paint addresses on street curbs for homeowners.

The Board opined that a contractors' license was not required.

INTERVIEW

GREENFIELD ROOFING #48005 – FINANCIAL REVIEW ON RENEWAL, INTERVIEW

Charles Shane Greenfield, Jr., Owner, was not present. No one, including legal counsel, was present to represent the Licensee.

The financial review on renewal had been tabled on February 23, 2000, pending an interview to discuss the Licensee's financial statement.

The current status of the license was active, pending board decision.

The item was tabled to the next meeting in Las Vegas for a personal financial statement. The Licensee was to be notified that failure to attend the meeting or failure to provide a personal financial statement would result in the suspension of the license for lack of financial responsibility.

DISCIPLINARY HEARING

D M L CONSTRUCTION #33597 – DISCIPLINARY HEARING (Continued from 11/23/99, 1/11/00 and 2/23/00)

Keith Gregory, Legal Counsel, was present to represent the Licensee, Donald Long, Owner, who was not present.

NSCB Investigator Bob Macke requested that the hearing be continued for a status report in 60 days. He stated he had identified the subcontractors on all of the residences involved in the complaints with the exception of Mrs. Kelly's residence. Neither the subcontractors nor the construction control account had been identified on the Kelly residence. Staff was in the process of issuing letters to the subcontractors outlining the items they were responsible to correct without opening official complaints. If the work was not performed within a specified period of time, the subcontractors would be advised that a formal complaint would be opened.

Mr. Taylor commented that there had been a productive meeting with the subcontractors.

Attorney Gregory clarified there were no complaints on the three homes that D M L Construction had loaned its license to build.

Mr. Gregory directed that the D M L matter be posted on the next Las Vegas agenda for Board action. Mr. Taylor was directed to review the minutes of all hearings and to prepare a synopsis of all items Mr. Macke was to address, along with the additional charges, for Board review.

EXECUTIVE SESSION

Ms. Grein informed the Board that she had received notice that all proposed legislation had to be submitted by May 1, 2000. She suggested that the recovery fund language be cleaned up, as well as bidder's preference.

Discussion then focused on possible licensure of a handy-man classification.

The remainder of the items on the Executive Session were continued.

DISCIPLINARY HEARINGS

GENERAL BUILDING CONTRACTORS OF NEVADA #37083 – DISCIPLINARY HEARING (Continued from 2/23/00)

NORTHWESTERN INC. #48069 - DISCIPLINARY HEARING (Continued from 2/23/00)

William Matthew May, Jr., President, and Ed & Sharon Bargert, Complainants, were present. Loyd Mead, NSCB Investigator, was sworn in.

Mr. Taylor recapped what had occurred in the last hearing. The Licensee was to return to the complainant's property and perform all the corrections.

Mr. Mead testified that all items had been completed to the owner's satisfaction. The Bargerts concurred. Mr. Mead then requested a stamped set of plans on behalf of the Bargerts Mr. May said he would attempt to find the stamped set and advise the investigator.

The evidentiary was closed.

Mr. Taylor noted there was a typographical error he was amending at this time on page 3, paragraph 9, of the notice to correct. The date of April 17, 1999 should be reflected as May 14, 1999.

MR. ZECH MOVED TO FIND LICENSE #37083, GENERAL BUILDING CONTRACTORS OF NEVADA, AND #48069, NORTHWESTERN INC. IN VIOLATION OF ALL CHARGES CONTAINED IN THE NOTICE OF HEARING.

MS. SHELTRA SECONDED THE MOTION.

THE MOTION CARRIED.

Penalty phase.

MR. ZECH MOVED TO PLACE A 1-YEAR LETTER OF REPRIMAND INTO THE LICENSE FILE OF GENERAL BUILDING CONTRACTORS OF NEVADA, #37083, AND NORTHWESTERN INC., #48069, AND TO RECOVER THE INVESTIGATIVE COSTS OF \$4,288.15 WITHIN 90 DAYS OR THE LICENSES WERE TO BE AUTOMATICALLY SUSPENDED UNTIL THE FEE WAS PAID.

MR. JOHNSON SECONDED THE MOTION.

THE MOTION CARRIED.

Mr. May made closing comments in his defense.

CUMBERLAND FINISH & SUPPLY INC. #40489A - DISCIPLINARY HEARING

Tracie E. Dreyer, C.E.O., and Michael William Dreyer, President, were not present. Neither legal counsel or anyone else was present to represent the Licensee.

The notice of hearing and complaint, dated February 17, 2000 and consisting of pages 1-17, had been sent certified mail to the address of record. The return receipt was not received, and the envelope was returned by the post office stamped "Forwarding Order Expired."

NCSB Investigator Mincheff had located another address for Respondent, and subsequently, the notice and complaint had been sent by certified mail and regular U.S. mail to the newly acquired address on March 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 money when due for any materials or services rendered in connection with his operations as a contractor; NRS 624.3013 (3), failure to establish financial responsibility as set forth in NRS 624.220 and 624.260 to 624.265, inclusive, at the time of renewal of the license or at any other time when required by the board; NRS 624.3013 (5), as set forth in NAC 624.700 (3) (b), failure in any material respect to comply with the provisions of this chapter or the regulations of the board, specifically by failing to attend an administrative meeting; NRS 624.3016 (1), any fraudulent or deceitful act committed in the capacity of a contractor; NRS 624.302 (5), failure or refusal to respond to a written request from the board or its designee to cooperate in the investigation of a complaint; and NRS 624.302 (6), failure or refusal to comply with a written request by the board or its designee for information or records, or obstructing or delaying the providing of such information or records.

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

Investigator Mincheff testified that he had made personal contact with Tracy Dreyer on March 25, 1999 to notify the Licensee of the complaint and of an administrative meeting he was going to hold in May 1999. The complaint was acknowledged, as well as the issue of outstanding funds. Subsequently, Mr. Mincheff had no further contact with the Licensee, who failed to respond to the notices to correct. On March 15, 2000, Mr. Mincheff had spoken to Mike Dreyer. He informed Mr. Mincheff the company had closed its doors in October 1999 and had filed bankruptcy. The Licensee failed to submit any documents to

substantiate the bankruptcy, and Mr. Mincheff had been unable to ascertain that a bankruptcy had been filed.

Mr. Taylor noted he had spoken to a representative of the complainant, Dan Bradley Glass Shop, who had indicated to him that as of last week the outstanding amount owed to them was \$22,124.10.

The evidentiary was closed.

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

MR. JOHNSON SECONDED THE MOTION.

THE MOTION CARRIED.

MR. CARSON MOVED TO FIND LICENSE #40489A, CUMBERLAND FINISH & SUPPLY INC., IN VIOLATION OF ALL CAUSES OF ACTION.

MR. ZECH SECONDED THE MOTION.

THE MOTION CARRIED.

MR. CARSON MOVED TO REVOKE LICENSE #40489A, CUMBERLAND FINISH & SUPPLY INC., AND TO REQUIRE FULL RESTITUTION TO DAN BRADLEY GLASS AND THE RECOVERY OF THE INVESTIGATIVE COSTS OF \$2,177.36 PRIOR TO ANY CONSIDERATION OF FUTURE LICENSURE IN THE STATE OF NEVADA.

MR. ZECH SECONDED THE MOTION.

THE MOTION CARRIED.

Mr. Zech left the meeting at 11:09 a.m., to return after lunch.

ENVIRONMENT FOR LIVING INC. #36692 - DISCIPLINARY HEARING

James Jones, President, Environment for Living Inc., Bob Macke, NSCB Investigator, and Mary Ray, Complainant, were sworn in, and David Johnson, Legal Counsel, Environment for Living Inc., was identified.

Attorney Johnson provided the Board with a signed copy of a letter from Mary Ray, which indicated that the floor repair was complete and the customer was satisfied. The letter was dated March 22, 2000 and Ms. Ray signed it.

The notice of hearing & complaint, dated February 17, 2000 and consisting of pages 1-22, had been sent certified mail. The return receipt had been received on February 22, 2000.

The hearing was for possible violation of NRS 624.3017 (1), workmanship which was not commensurate with standards of the trade in general or which was below the standards in

the building or construction codes; and NRS 624.3013 (5), failure to establish financial responsibility as set forth in NRS 624.220 and 624.260 to 624.265, inclusive, at the time of renewal of the license or at any other time when required by the board.

The hearing notice was entered into the record as EXHIBIT 1, and a copy of Ms. Ray's signed letter was entered into the record as EXHIBIT 2. The stipulation was signed.

Mr. Taylor stated the matter regarded a hardwood floor lift up condition, which the Respondent had recently repaired. Ms. Ray indicated she had encountered squeaking this very morning and she had called Cloud Carpets and Draperies, the subcontractor who installed the floor. The Respondent had been the general contractor on the job.

Attorney Johnson stated the problem he had was that the issue was 4 years old. He stated the Respondent did not want to be responsible for another two years.

Mr. Taylor pointed out that correspondence in the file indicated Ms. Ray had been advised to talk to Cloud Carpets. He asked Mr. Jones if he had made any effort to contact Cloud Carpets himself and have Cloud return to correct the problem. Mr. Jones said yes, detailing the attempts he had made, but adding that he did not have the dates of contact with him. Mr. Jones said the attempts to contact Cloud had been made within 30 days of the complaint.

Ms. Ray stated that Cloud had called her one week ago, Monday, to review the floor. No messages had been left on her answering machine prior to that time.

For the record, Jennifer Lacavich, Attorney accompanying Mr. Johnson, was identified.

Mr. Taylor questioned Mr. Macke and asked him if he had determined a reason why the hardwood floor was lifting. Mr. Macke testified it was caused by faulty installation. There was no external damage to the floor. He had taken photographs on March 3, 2000 showing the condition of the floor.

Attorney Johnson stated that the manufacturer and Cloud Carpets had been questioned, but both agreed the installation was not faulty.

Mr. Gregory explained that the general contractor had the right to file a complaint against Cloud Carpets for a faulty installation.

Attorney Johnson then spoke to the actual notices received, and discussion followed regarding the notices to correct.

The evidentiary was closed.

MR. CARSON MOVED TO FIND LICENSE #36692, ENVIRONMENT FOR LIVING INC., IN VIOLATION OF NRS 624.3017 (1).

MS. SHELTRA SECONDED THE MOTION.

THE MOTION CARRIED.

MR. CARSON MOVED TO FIND LICENSE #36692, ENVIRONMENT FOR LIVING INC., IN VIOLATION OF NRS 624.3013 (5).

MS. SHELTRA SECONDED THE MOTION.

THE MOTION CARRIED. (MR. JOHNSON WAS OPPOSED)

Penalty phase.

MR. CARSON MOVED TO PLACE A 1-YEAR LETTER OF REPRIMAND INTO THE LICENSE FILE OF ENVIRONMENT FOR LIVING, #36692, AND TO RECOVER THE INVESTIGATIVE COSTS OF \$2,568.55 WITHIN 60 DAYS OR THE LICENSE WOULD BE AUTOMATICALLY SUSPENDED UNTIL PAID.

MS. SHELTRA SECONDED THE MOTION.

THE MOTION CARRIED.

Attorney Johnson made a side commentary.

BACKHOES INC. #42979 - DISCIPLINARY HEARING

Richard Keith Purdon, President, was not present. Neither legal counsel or anyone else was present to represent the Licensee.

Michael Little, Credit Manager, Ahern Rentals, was sworn in.

The notice of hearing, dated February 16, 2000 and consisting of pages 1-61, had been sent certified mail to the address of record. No return receipt had been received, and the envelope had been returned by the post office stamped "Return to Sender, Unknown."

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 money when due for any materials or services rendered in connection with his operations as a contractor; NRS 624.3013 (3), failure to establish financial responsibility as set forth in NRS 624.220 and 624.260 to 624.265, inclusive, at the time of renewal of the license or at any other time when required by the board; and an amended violation of NRS 624.3013 (5) as set forth in NAC 624.700 (3), failure or refusal to respond to a written request from the board or its designee to cooperate in the investigation of a complaint, specifically failing to appear for an administrative meeting.

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

Mr. Little testified that Ahern Rentals had an outstanding balance of \$21,453.72 based on rental of heavy equipment.

Mr. Taylor stated a request for documents to establish financial responsibility had been made but the request had not been responded to.

The evidentiary was closed.

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

MR. JOHNSON SECONDED THE MOTION.

THE MOTION CARRIED.

MR. CARSON MOVED TO FIND #42979, BACKHOES INC., IN VIOLATION OF ALL CHARGES AS REPRESENTED IN THE HEARING FILE.

MR. JOHNSON SECONDED THE MOTION.

THE MOTION CARRIED.

MR. CARSON MOVED TO REVOKE LICENSE #42979, BACKHOES INC.

MR. JOHNSON SECONDED THE MOTION.

THE MOTION CARRIED.

MR. CARSON MOVED TO REQUIRE FULL RESTITUTION TO AHERN RENTALS, AND THE RECOVERY OF THE INVESTIGATIVE COSTS OF \$2,175.51 BE PAID PRIOR TO ANY FUTURE LICENSURE IN THE STATE OF NEVADA.

MR. JOHNSON SECONDED THE MOTION.

THE MOTION CARRIED.

It was suggested to Mr. Little that he file a claim against the indemnitors and against the surety bond.

CENTENNIAL CONSTRUCTION & DEVELOPMENT CO. #39888 – DISCIPLINARY HEARING

NEVADA GENERAL DEVELOPMENT INC. #26947 - DISCIPLINARY HEARING

William Dean Schroder, President, Centennial Construction & Development Co. and Nevada General Development Inc., was not present. Neither was legal counsel or anyone else present to represent the Licensee.

NSCB Investigator Dante' stated the Licensee had moved to Oregon and would not be present.

George Larry Schmutz, Complainant, and Linc Dante' were sworn in.

The notice of hearing and complaint, dated February 2, 2000 and consisting of pages 1-58, had been sent certified mail to the address of record. No return receipt had been received. Both envelopes had been returned by the post office stamped "Return to Sender,

Forwarding Order Expired."

The hearing was for possible violation of NRS 624.301 (4), willful failure or refusal without legal excuse on the part of a licensee as a contractor to prosecute a construction project or operation with reasonable diligence, thereby causing material injury to another; NRS 624.3013 (3), failure to establish financial responsibility as set forth in NRS 624.220 and 624.260 to 624.265, inclusive, at the time of renewal of the license or at any other time when required by the board; NRS 624.3013 (5), as set forth in NAC 624.700 (3) (a) and NAC 624.640 (3), failure in any material respect to comply with the provisions of this chapter or the regulations of the board, specifically by failing to comply with the notice to correct, and duties concerning licenses: 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; NRS 624.3017 (1), workmanship which was not commensurate with standards of the trade in general or which was below the standards in the building or construction codes; and NRS 624.3018 (2), the performance by any partnership, corporation, firm or association of any act or omission constituting a cause for disciplinary action likewise constitutes a cause for disciplinary action against any licensee who is a member, officer, director or associate of such partnership, corporation, firm or association, and who participated in such prohibited act or omission.

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

Mr. Taylor questioned Mr. Schmutz, who testified that on or about February 17, 1997, he had entered into a contractual relationship with the Respondent to purchase a home. He had paid \$249,000. On February 7, 1997, February 23, March 3, March 5, March 9, March 16, March 19, April 6, and April 8, 1998, Mr. Schmutz had requested correction to various warranty workmanship items. To date, the work had not been performed.

Mr. Dante' testified notices to correct had been sent to the Respondent, but they had been returned as undeliverable. The offices had been vacated, the workmanship items had been validated, and there had been no response to the request for documents.

The last contact Mr. Dante' had with Mr. Schroeder was after a meeting had been held with the subcontractors at the Eagle Condo Complex in Mesquite. Mr. Dante' had gone to Mr. Schroder's residence after he failed to show for the meeting, and Mr. Schroder informed him he was not going to perform any of the correction work. The following week Mr. Dante' learned Mr. Schroder was gone. Mr. Schroder's girl friend confirmed he was gone, but she did not know where he was in Oregon.

Bob Campbell, Former Board Member, confirmed Bill Schroeder had left town some time ago, but he believed he was in Seattle.

The evidentiary was closed.

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

MR. JOHNSON SECONDED THE MOTION.

THE MOTION CARRIED.

MR. CARSON MOVED TO FIND LICENSE #39888, CENTENNIAL CONSTRUCTION & DEVELOPMENT CO., AND #26947, NEVADA GENERAL DEVELOPMENT INC., IN VIOLATION OF ALL CHARGES AS REPRESENTED IN THE NOTICE OF HEARING.

MS. SHELTRA SECONDED THE MOTION.

THE MOTION CARRIED.

Penalty phase.

MR. CARSON MOVED TO REVOKE LICENSE #39888, CENTENNIAL CONSTRUCTION & DEVELOPMENT CO., AND #26947, NEVADA GENERAL DEVELOPMENT INC.

MR. JOHNSON SECONDED THE MOTION.

THE MOTION CARRIED.

MR. CARSON MOVED TO REQUIRE FULL RESTITUTION TO THE DAMAGED PARTIES, AND THE RECOVERY OF THE INVESTIGATIVE COSTS OF \$4,014.75 TO BE PAID PRIOR TO ANY FUTURE LICENSURE IN THE STATE OF NEVADA.

MS. SHELTRA SECONDED THE MOTION.

THE MOTION CARRIED.

For the record, Mr. Dante' noted many of the corrections had been made on the condo complex by the subcontractors, who corrected the major items. The same had not been possible on Mr. Schmutz's residence as Mr. Dante' had been unable to identify the subcontractors.

Mr. Zech returned to the meeting at 1:58 p.m.

ALLIED FLOORING SERVICES #35082 and #41131 - DISCIPLINARY HEARING

Devin Smith, City of Las Vegas; Javier Cardona; President, Allied Flooring Services; Anna McDonough, Consultant, Allied Flooring Services; Rick Bertuzzi, Director of Investigations; Harry Dietz, STG Enterprises; Shelly Goodman; Bob Campbell, Former Board Member, were sworn in.

Mr. Taylor explained the matter related to another item that had been in front of the Board, specifically an advisory opinion. Both Allied Flooring licenses were active, the C16 with a limit of \$25,000 and the C3 with a limit of \$50,000. Two license applications were pending, a B2 and a C20.

The notice of hearing, dated February 17, 2000 and consisting of pages 1-40, had been sent certified mail. The return receipt was dated February 22, 2000.

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 624.3015 (1), acting in the capacity of a contractor beyond the scope of the license; NRS 624.3013 (5), as set forth in NAC 624.670 (1) and NAC 624.640 (1), failure in any material respect to comply with the provisions of this chapter or the regulations of the board: a licensee may submit to the board a written application for an increase, for a single project, in the monetary limit on his license. The application must be made at least 2 working days before the date he submits his bid for the project, and if a licensee bids or contracts outside the scope of his license or exceeds the monetary limit placed on the license, the bid or contract is void.

Mr. Taylor reminded the Board that there had been an advisory opinion regarding tenant improvements in various apartments in the city over a period of one year. Tracey Crockett, City of Las Vegas, had been present for that advisory. Subsequently, there had been a second request for advisory opinion requesting clarification. Mr. Taylor said the question in this hearing was whether or not the bid submitted to the City constituted a stacking bid situation or if the contract was broken down into individual items, which were within the Licensee's scope and limit. Mr. Dietz, the second bidder on bid was present to testify. Mr. Taylor said there was some correspondence in file, which indicated that the City's position was that each one of the projects was individually released. Their position was it was not an accumulated bid, and that Allied Flooring was within the limit on that basis. However, the bid in question was submitted under one bid number.

The stipulation was not signed.

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

Harry Dietz, Secretary, STG Enterprises, explained the background of the bid. The carpet side of the bid had 14 different lots, and the ceramic side had approximately 3 lots.

Mr. Taylor questioned Mr. Dietz regarding his letter of November 10, 1999, page 10 of the hearing notice, that indicated the nature of the bid. Mr. Taylor asked Mr. Dietz why he believed that Allied Flooring's combined bid was for \$727,122.50. Mr. Dietz replied it was based upon all the lots that had been bid under the one bid number for installing carpet. It exceeded \$800,000. Additionally, Allied Flooring's combined bid for ceramic tile amounted to \$352,933.25. That amount was under the same bid number. Mr. Dietz added that STG Enterprises was second bidder.

Ms. McDonough questioned Mr. Dietz and learned the hearing was as a result of STG's complaint.

Mr. Bertuzzi testified that he had reviewed the bid. He agreed that the testimony of Mr. Dietz was consistent with his own analysis of the bid package. Mr. Bertuzzi added he did not find a request for a one time raise in limit for the project. The bid had been bid under only the C16 license. The C3 license number was not on the bid.

Mr. Gregory clarified that only one charge was being discussed. He then explained what it was the Board looked at when reviewing a bid. It was the sum of all the parts. A licensee needed the right license and the right contract amount to cover the entire bid.

Ms. McDonough stated she was representing Allied Flooring on a consulting basis.

Discussion ensued regarding the meaning of 'bid to contract.'

Devin Smith, City of Las Vegas, detailed how bid proposals were prepared, saying a bid proposal was simply a method the City used to establish a yearly budget. The numbers themselves were fictitious. A lengthy dialogue followed regarding what this meant. During this discussion, Mr. Carson clarified that the bid was used to establish unit cost.

Ms. McDonough questioned Mr. Cardona as to what his intent was when he prepared the bid proposal. Mr. Cardona testified that the way it had been explained to him was that the bid was made up of different small jobs, at different times, at different locations. He said

he had paperwork to prove it. What he had performed in 7 months was not near the amount being claimed. Much of the amount was material, which did not require a license to sell.

Mr. Gregory spoke to the implication of the proposal.

A summary of jobs ordered by the City of Las Vegas was entered into the record as EXHIBIT A.

Mr. Gregory clarified that the bid proposal looked like one bid. Ms. McDonough agreed.

Mr. Taylor questioned Mr. Cardona, saying he had in his possession what appeared to be an agenda of December 15, 1999, from the City Counsel of the City of Las Vegas. Mr. Taylor read: "Approval of the award, bid number 000028, Annual Requirements Contract, Floor Coverings, Department of Public Works. Award recommended to Allied Flooring Services, estimated annual aggregate amount \$1,149,258 – General Fund," and asked Mr. Cardona if he were aware the item had been on the agenda of the City Counsel. Mr. Cardona replied no. He had not been notified of that. At one point though, Mr. Cardona had requested a one-time raise in limit for \$500,000. When Mr. Taylor asked Mr. Cardona had the City Counsel approved the recommendation by Public Works for an estimated annual aggregate amount of \$1,149,258, would he then have been responsible for delivering services pursuant to his proposal in that amount, Mr. Cardona said: "If it was available, yes." To do that, Mr. Cardona agreed he would have to apply for a one-time raise in limit, if the contract were real.

Ms. McDonough said everything contained in EXHIBIT A was accurate. She then made closing comments.

Mr. Taylor referenced EXHIBIT A and questioned if job #105626, had been subbed or performed. Mr. Cardona said it had been subbed out to H B Enterprises. The next two items had been subbed out also. On the City Hall project, Mr. Cardona said he had installed 130 yards of carpet, as well as wall repairs and plumbing. Most tile work required other trades.

The City Counsel of Las Vegas Agenda of December 15, 1999, was entered into the record as EXHIBIT 2. Item 11 pertained to Allied Flooring Services.

The evidentiary was closed.

MS. SHELTRA MOVED TO REFER THE MATTER TO FORMAL FINDINGS OF FACT, CONCLUSIONS OF LAW.

MR. ZECH SECONDED THE MOTION.

THE MOTION CARRIED.

DESERT VALLEY LANDSCAPE & MAINTENANCE INC. #38707 - DISCIPLINARY

D V C CONSTRUCTION #43467 - DISCIPLINARY HEARING

Richard G. Manuli, President, Desert Valley Landscape & Maintenance Inc. and D V C Construction, was not present. Neither was legal counsel or anyone else present to represent the Licensee.

NSCB Investigators: Greg Mincheff, and Linc Dante'; and Richard & Madeline Gebhardt were sworn in.

The notice of hearing and complaint, dated February 17, 2000 and consisting of pages 1-

105, had been sent certified mail to the address of record. No return receipt had been received and the post office returned the envelope stamped, "Attempted, Not Known."

The notice of hearing and complaint had also been sent to Richard G. Manuli Jr., at his home address. No return receipt had been received.

The hearing was for possible violation of NRS 624.301 (4), willful failure or refusal without legal excuse on the part of a licensee as a contractor to prosecute a construction project or operation with reasonable diligence, thereby causing material injury to another; NRS 624.3011 (1) (a), willful and prejudicial departure from or disregard of plans or specifications in any material respect without the consent of the owner or his authorized representative and the person entitled to have the particular construction project or operation completed in accordance with the plans and specifications; NRS 624.3011 (1) (b) (1), willful or deliberate disregard and violation of the building laws of the state or of any political subdivision thereof; 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; NRS 624.3013 (3), failure to establish financial responsibility as set forth in NRS 624.220 and 624.260 to 624.265, inclusive, at the time of renewal of the license or at any other time when required by the board; NRS 624.3013(5), as set forth in NRS 624.230 (1) and NAC 624.700 (3) (a) (b), failure in any material respect to comply with the provisions of this chapter or the regulations of the board: 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 therefore as provided in this chapter, and failing to comply with the notice to correct, NRS 624.3014 (1), acting in the capacity of a contractor under any license issued hereunder except in the name of the licensee as set forth upon the license; NRS 624.3015 (1), acting in the capacity of a contractor beyond the scope of the license; and NRS 624.3017 (1), workmanship which was not commensurate with standards of the trade in general or which was below the standards in the building or construction codes.

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

Mr. Taylor questioned the Gebhardts regarding the 15th cause of action. Mr. Gebhardt testified that on or about September 12, 1998, he had entered into a contract with the Respondent for a patio cover and landscaping, including lights and a security gate. The contract had been with Desert Valley Inc, who did not obtain a building permit to perform the work prior to accomplishing it. Regarding the workmanship items, Mr. Gebhardt said there were many water issues.

Mr. Taylor stated the notice to correct had not been complied with, and between them, Mr. Dante' and Mr. Mincheff had validated all the allegations.

The evidentiary was closed.

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

MS. SHELTRA SECONDED THE MOTION.

THE MOTION CARRIED.

MR. CARSON MOVED TO FIND LICENSE #38707, DESERT VALLEY LANDSCAPE & MAINTENANCE INC., AND LICENSE #43467, D V C CONSTRUCTION, IN VIOLATION OF ALL CHARGES AS REPRESENTED IN THE HEARING NOTICE.

MS. SHELTRA SECONDED THE MOTION.

THE MOTION CARRIED.

MR. CARSON MOVED TO REVOKE LICENSE #38707, DESERT VALLEY LANDSCAPE & MAINTENANCE INC., AND LICENSE #43467, D V C CONSTRUCTION.

MS. SHELTRA SECONDED THE MOTION.

THE MOTION CARRIED.

MR. CARSON MOVED TO REQUIRE FULL RESTITUTION TO THE DAMAGED PARTIES, AND THE RECOVERY OF THE INVESTIGATIVE COSTS OF \$5,628.78 TO BE PAID PRIOR TO ANY FUTURE LICENSURE IN THE STATE OF NEVADA.

MS. SHELTRA SECONDED THE MOTION.

THE MOTION CARRIED.

NIGRO & ASSOCIATES #23302 - DISCIPLINARY HEARING UPDATE (Continued from 5/25/99, 6/23/99, 7/27/99, and 10/26/99)

Present for the update was Edward Michael Nigro, Owner, Nigro & Associates; Attorney Joseph Kistler, Nigro & Associates; Dennis Linder, Complainant; and Mike Mushkin, Legal Counsel representing Mr. Linder.

Mr. Griffy stated the hearing was for the purpose of receiving a report regarding the scheduled repairs of Mr. Linder's house. NSCB Inspectors Macke and Mincheff had been to the Linder home on Friday of the previous week.

Mr. Mincheff testified that the only thing he was witness to was the rear sliding glass door leaked. That was his only involvement in the case.

Mr. Macke stated the case had been removed from his jurisdiction at the request of Mr. Nigro. The case had been turned over to Mr. Mincheff, and Mr. Macke said he had had no further contact on the case, with the exception of the last update that Mr. Linder filed indicating there was a leaking slider. Investigators Welch, Mincheff and Macke had validated that one item. The item had been turned in for a correction notice as an addendum to the existing correction notice. Nothing in the complaint currently before the Board had been inspected.

Mr. Bertuzzi reported it was a while before Mr. Linder was able to schedule time off. There had been correspondence between Mr. Kistler and Mr. Mushkin regarding dates for repairing the outstanding items. March 10, 11, 13, and 17 were the dates Mr. Linder scheduled as the time he could be home for the repairs. No one from Nigro & Associates showed up to make the repairs on those dates.

Mr. Kistler stated he had a copy of the certified transcript of the last hearing. It indicated Mr. Linder was requested to provide 5 days, excluding weekends, for the work to take place. Mr. Kistler said Nigro and Associates was looking for 5 days to perform the work. The transcript was entered into the record as EXHIBIT 4. Mr. Kistler said that on January 20, 2000, he sent a letter to Mr. Mushkin and copied Mr. Bertuzzi and Mr. Mincheff asking when the work would occur. The letter was entered into the record as EXHIBIT 5. There had been no response to that letter. On January 25, 2000, Michael Nigro sent a letter to Mr. Bertuzzi asking Mr. Bertuzzi to help schedule some dates for the work to be performed. The letter to Mr. Bertuzzi explained the work in the subdivision was nearing completion. Mr. Nigro's letter was entered into the record as EXHIBIT 6. Again there had been no response. Subsequently, Mr. Kistler sent another letter, dated February 24, 2000, to Mr.

Mushkin on behalf of Mr. Linder, copying Mr. Bertuzzi, Mr. Mincheff, and Mr. Haney, requesting dates for the work to be accomplished. This letter was entered into the record as EXHIBIT 7. There was no response to this letter until on or about March 1, or March 2, 2000, when Mr. Kistler received a voice mail from Mr. Mushkin promising that he would come up with some dates, memorializing those dates in writing. On March 3, 2000, Mr. Mushkin submitted three dates, a Friday, a Saturday, and a Monday, for the work to be performed. That letter was dated March 3, 2000, and it was entered into the record as EXHIBIT 8. Mr. Kistler said he responded immediately by letter on March 6, 2000. He advised Mr. Mushkin that the proposal and the Board's direction was that Nigro & Associates were to be given five days to perform the repairs. None of those days were to be on a weekend. Mr. Kistler informed Mr. Mushkin his dates were not acceptable, nor was it consistent with the agreement of the parties. The letter had been sent to Mr. Mushkin and copied to Mr. Bertuzzi, Mr. Mincheff, and others. In that letter, Mr. Kistler proposed that the inspection occur on Friday, March 10, 2000, and that the premises be made available commencing on Monday, March 13 through Friday March 17, 2000 for the work to occur, and then the work could be verified by the Board on March 17, 2000. Mr. Kistler's letter was entered into the record as EXHIBIT 9.

Mr. Mushkin agreed with Mr. Kistler's testimony with the exception of the notion that the contractor had performed what the board had instructed. Mr. Mushkin said his client did not have 5 days to miss work. Mr. Mushkin stressed that the only reason Nigro was back in the home was because his previous repairs had created more problems. Mr. Mushkin then requested the Board take action against the license. Mr. Mushkin added the matter was not in litigation, but there was an agreement to go to mediation with the balance of the dispute.

The evidentiary was closed.

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

MR. JOHNSON SECONDED THE MOTION.

THE MOTION CARRIED.

APPLICATIONS (Continued)

The following motion closed the meeting to the public.

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

MS. CAVIN SECONDED THE MOTION.

THE MOTION CARRIED.

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

The remainder of the applications on the agenda were reviewed and discussion occurred on the following: Nos. 6-8, 10-11, 14, 23, 30, 39, 45, 51-52, 58, 69-71, 74-75, 78, 83, 93, 95, 98, 102, 108-109, 112-116, 118, 120, 123, 125-128, and 131; and on the amended agenda: Nos. 1-2, 8-10, 13, 15, and 19.

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

MR. ZECH SECONDED THE MOTION.

THE MOTION CARRIED.

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

MR. ZECH SECONDED THE MOTION.

THE MOTION CARRIED.

PUBLIC COMMENT

Mr. Gregory stated that an open investigation would not be discussed at this time.

Jim Salas, Director of Organizing, Southern Nevada Regional Counsel of Carpenters, desired to speak to the Board regarding non-payment of workers by licensed contractors. He said the Board had certain powers to act against contractors that other entities did not have. He asked the Board to discipline those who were involved in certain practices, stating he wanted to ensure any open investigation moved forward.

Mr. Lyford stated there were open cases being investigated. But he had to allow the primary agency to handle their portion of the investigations that had been filed with them. Most of the violations were criminal violations, and the Board could proceed after a decision had been rendered in that arena.

Ms. Grein confirmed there were areas that had been finalized and the Board could follow-up with those matters. Mr. Gregory agreed that the Board would look at valid issues.

There being no further business to come before the Board, the meeting was adjourned by Chairman Gregory at 4:04 p.m.

Respectfully Submitted,

Betty Wills, Recording Secretary

APPROVED:

Margi Grein, Executive Officer

Kim Gregory, Chairman