

KENNY C. GUINN
Governor

STATE OF NEVADA

REPLY TO:

RENO
9670 Gateway Drive, Suite 100
Reno, Nevada 89511
(775) 688-1141
Fax (775) 688-1271
Investigations (775) 688-1150

LAS VEGAS
4220 So. Maryland Parkway
Building D, Suite 800
Las Vegas, Nevada 89119
(702) 486-1100
Fax (702) 486-1190
Investigations (702) 486-1110



STATE CONTRACTORS' BOARD

MINUTES OF THE MEETING OCTOBER 26, 1999

MEMBERS
KIM W. GREGORY
Chairman
DOUG CARSON
DENNIS K. JOHNSON
JOHN LINDELL
DENNIS F. NELSON
DEBORAH WINNINGHAM SHELTRA
MICHAEL ZECH

The meeting of the State Contractors' Board was called to order by Chairman Kim Gregory at 8:37 a.m., Tuesday, October 26, 1999, 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
Mr. Dennis Johnson
Mr. John Lindell
Ms. Deborah Sheltra
Mr. Michael Zech

BOARD MEMBERS ABSENT:

Mr. Dennis Nelson

STAFF MEMBERS PRESENT:

Ms. Margi Grein, Executive Officer
Mr. Robert Griffy, 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
Mr. Linc Dante', Investigator
Mr. Bob Macke, Investigator
Mr. Greg Mincheff, Investigator
Mr. Ron Ramsey, Investigator
Ms. Pat Potter, Licensing Supervisor
Ms. Lisa Bedsole, License Analyst
Ms. Maryann Enbody, License Analyst
Ms. Doris Talley, License Analyst
Ms. Betty Wills, Recording Secretary

OTHERS PRESENT:

Cari Inkenbrandt, Court Reporter, CSR Associates of Nevada; Lee Christensen, Owner, C & C Contractors; Anthony Roan, Owner Horizon Enterprise; Gregory Baal, President, Sun Valley Plumbing II; Patrick Wright, Owner, All American Stucco; Mariano Villa, Owner, Mariano Villa Landscape; William R. Clyne, President, Floor Seal Technology; Craig Camacho, Qualified Employee, Irish Communication Company; Jeffrey Delplain, Associate, Leewens Corporation; Bob Williams, President, The Plumber Inc.; Doug Williams, Vice President; The Plumber Inc.; Nancy Wilkie, President, West Painting & Decorating Inc.; Lou Stebley, Director, West Painting & Decorating; Mike Wilkie, Husband, West Painting & Decorating; Jeffrey H. Hibler, President, Hudson Controls Inc.; Mike Van, Legal Counsel, Hudson Controls Inc.; Mike Williams, Western Regional Manager, Pro Home; Jack H.

Salmans, President, Pro Home; Ronald Proulx, Owner, Express Air A/C & Heating; David Palumbo, President, Amwest 2000 Contractors Inc.; Don Purdue, Director of Warranty Services, Rhodes Homes; James Rhodes, President, Rhodes Homes; Robert Deville, Chief Financial Officer, Rhodes Homes; Owen Nitz, Legal Counsel, Rhodes Homes; Michael Clark, President, M Y S Drywall & Associates; Geoff Robins, President, Sun Gold Development; Julie Sanpei, Legal Counsel, Sun Gold Development; Randy Pinkston, President, Straight Line Inc.; Cynthia Martenson, Owner, R B M Concrete Construction; Laura Brewer, Credit Manager, Star Nursery Inc.; Eric Abbott, Legal Counsel, Vision Craft Homes Inc.; Richard Caleel, Legal Counsel for Complainants: Terrance and Rosemary Banich; Daniel Berg, President, Vision Craft Homes Inc.; Brent Harrison, President, Canac Kitchens of Las Vegas; Bill Storm, Operations Manager, Canac Kitchens of Las Vegas; James Lee, Legal Counsel, Canac Kitchens of Las Vegas; Joseph and Winanda Hoffman, Complainants; Earl and Sharyn Boyce, Complainants; Robert Sparks, Legal Counsel for the Boyces; James Glen Rupe, Dome Construction; Joseph S. Kistler, Legal Counsel, Nigro & Associates; Mike Nigro, Owner, Nigro & Associates; Mike Mushkin, Legal Counsel for Mr. Linder; Dennis Linder, Complainant; and Robert Dillon, Jr., Vice President and Qualified Officer, Robert Dillon Framing.

Ms. Grein stated that Loyd Mead, NSCB Investigator, had posted the agenda in compliance with the open meeting law on October 20, 1999, 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 33 items on the amended agenda, each item of an emergency nature. Additionally, item #3 on the regular agenda, Closed Session to discuss alleged infraction of personnel policies and misconduct, was continued.

MR. JOHNSON MOVED TO HEAR THE AMENDED AGENDA.

MR. ZECH SECONDED THE MOTION.

THE MOTION CARRIED.

Mr. Gregory called for a motion to approve the minutes of September 23, 1999.

MR. LINDELL MOVED TO APPROVE THE MINUTES OF SEPTEMBER 23, 1999.

MR. ZECH SECONDED THE MOTION.

THE MOTION CARRIED.

The minutes of October 12, 1999 was held over to the November 9, 1999 Board meeting.

The Executive Session was continued.

The following motion closed the meeting to the public.

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

MR. ZECH 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**C & C CONTRACTORS** (C4 – Painting & Decorating) NEW APPLICATION, RECONSIDERATION

Lee Christensen, Owner, C & C Contractors, was present. The license application had been tabled on September 23, 1999 for current financial information and possible indemnification. A new bank confirmation form had been received but no information pertaining to indemnification had been submitted.

Under questioning, Mr. Christensen spoke to licenses he had previously held in Nevada. Pat Potter, Licensing Supervisor, pointed out that attachment #6 was a letter from the surety company indicating the claims that had been paid in connection with Christensen Painting & Drywall, a license that had suspended for no bond in 1989. The surety company had not been reimbursed. Mr. Christensen countered the surety company debt had been discharged in bankruptcy.

Mr. Christensen then explained the discrepancy in his name indicating that he was changing all documents to reflect his name as Lee rather than Craig. He stated that both of his former licenses had experienced financial difficulties during the same time period. When asked what he intended to do now, Mr. Christensen said he desired to maintain a small company wherein he would perform small tenant improvements and custom homes.

MR. ZECH MOVED TO APPROVE THE LICENSE APPLICATION WITH A LIMIT OF \$50,000, A \$10,000 BOND, AND TO REQUIRE A FINANCIAL REVIEW UPON RENEWAL.

MR. JOHNSON SECONDED THE MOTION.

THE MOTION CARRIED.

HORIZON ENTERPRISE (C25 – Fencing & Equipping Playgrounds) NEW APPLICATION, RECONSIDERATION

Anthony Roan, Owner, Horizon Enterprise, was present. The license application had been denied on September 23, 1999 for failure to show financial responsibility. The financial information currently before the board was the same information originally presented.

Mr. Roan explained that the \$5,500 credit card debt was due to the purchase of two computers for his business. He stated he had recently leased a Condominium that he owned. The rental fee paid his monthly mortgage and provided him with extra cash each month.

When asked what type of work he intended to do, Mr. Roan responded he planned on doing fencing and ornamental iron, consistently mostly of pool gates and fences. He believed most of his jobs would range in the area of \$500. He fabricated the gates and said he would be performing the work himself.

MR. CARSON MOVED TO APPROVE THE LICENSE APPLICATION WITH A CLASSIFICATION CODE OF C14C, A LIMIT OF \$10,000 WITH A \$2,000 BOND, AND TO REQUIRE A FINANCIAL REVIEW UPON RENEWAL.

MR. LINDELL SECONDED THE MOTION.

THE MOTION CARRIED.

SUN VALLEY PLUMBING II (C1 – Plumbing & Heating) NEW APPLICATION, NAME SIMILARITY

Gregory Baal, President, Sun Valley Plumbing II, was present. It was noted that Mr. Baal had been the qualified employee (QE) on Robert V. Jones Corp dba Sun Valley Plumbing and Mechanical. He learned that the license had been suspended by Board action when he attempted to pull permits.

Mr. Ball stated he had resigned as the qualified employee the previous week, adding he was not aware of any of the problems regarding the licenses of Robert V. Jones Corp.

MR. JOHNSON MOVED TO APPROVE THE LICENSE APPLICATION WITH A LIMIT OF \$1 MILLION, A \$20,000 BOND, AND A CHANGE OF NAME BASED ON NAME SIMILARITY WITH AN EXISTING LICENSE.

MR. ZECH SECONDED THE MOTION.

THE MOTION CARRIED.

ALL AMERICAN STUCCO (C17 – Lathing & Plastering) NEW APPLICATION, WAIVER OF EXAM

Patrick Wright, Owner, All American Stucco, was present. Mr. Wright was requesting a waiver of the Construction Management Survey (CMS) examination.

MR. LINDELL MOVED APPROVE THE LICENSE APPLICATION WITH A LIMIT OF \$20,000 AND A \$5,000 BOND, CONTINGENT UPON PASSING THE CMS EXAM.

MR. JOHNSON SECONDED THE MOTION.

THE MOTION CARRIED.

TORO UNDERGROUND (A7, A19 – Excavating & Grading; Pipeline & Conduit) NEW APPLICATION, RECONSIDERATION

Shawn Roberson, Owner, Toro Underground, was present. He was notified that the license application had been approved with a limit of \$150,000, and a \$10,000 bond.

MARIANO VILLA LANDSCAPE (C10 – Landscape Contracting) NEW APPLICATION

Mariano Villa, Owner, Mariano Villa Landscape was present. Ms. Potter, Licensing Supervisor, pointed out that an accurate financial statement reflecting all liabilities was needed. When asked what type of work he intended to do, Mr. Villa said he currently performed yard maintenance work but he wanted to begin performing landscaping work. Mr. Villa had passed the C10 examination. Mr. Villa was informed of the indemnification process. The license application was tabled for accurate financial information.

FLOOR SEAL TECHNOLOGY INC. (C40 – Concrete Waterproofing) NEW APPLICATION, REQUEST WAIVER OF EXAM, CLASS DETERMINATION

William R. Clyne, President, Floor Seal Technology Inc, was present. Mr. Clyne was informed the license application had been approved with a \$1 million limit, a \$30,000 bond, a C40 designated license, which did not require a trade examination, but passage of the CMS examination was required.

Mr. Clyne stated that his reason for requesting the waiver of the exam was because his organization had a patented product, which no one else was allowed to install. He commented that Bently, Nevada was commencing work the second week in November and

had asked Floor Seal to apply their product to certain areas of the project. He stated there were no other bidders for this portion of the job.

Discussion then centered on whether or not there were other companies bidding this specific project. Mr. Clyne said he was working directly with Bill Bently, not with the general contractor. Mr. Lindell asked Mr. Clyne to furnish a letter from Bently stating that Floor Seal was working directly for Bently of Nevada. The letter was to state that Bently of Nevada would only accept Floor Seal's proprietary product, no other bids were being requested or accepted, and the product would be used regardless of cost. The license could be issued conditioned upon passing the CMS exam within 30 days. Failure to pass the exam would result in suspension.

Ms. Sheltra was opposed because she believed there were other people bidding the project with their own patented product. Mr. Lindell concurred.

Mr. Clyne added that there were other products going to be used in other areas. But the area Floor Seal was being considered for was a quartz floor made by United Technical Products of Boston. He said that there were two conductive floors that took static electricity out of the manufacturing area. Floor Seal's product was the only product that the manufacturer allowed, adding it was the product that had been ordered for the project. Mr. Clyne was asked to include that information in the letter to the board.

IRISH COMMUNICATION COMPANY (A22 – Fiber Optic and Telecommunications Cables) NEW APPLICATION

Craig Camacho, Qualified Employee, was present. He was notified the license application had been approved with an unlimited license limit, and a \$50,000 bond, contingent upon passing the CMS examination.

LEEWENS CORPORATION (C40 – Protective Coatings & Plastic Liners) NEW APPLICATION

Jeffrey Delplain, Associate, was present to represent the company. He informed Pat Potter, Licensing Supervisor, that he had Power of Attorney to act on the company's behalf.

Mr. Delplain explained that his company performed epoxy floor coatings and plastic liners. Some of their current projects ranged in the area of \$250,000 to \$3 million. Their product was not used exclusively on floors but also on steel tanks for refineries and concrete floors for secondary containment and protection.

When asked if his company was bidding on the Bently Nevada project, Mr. Delplain replied yes. He said Bently had asked certain contractors for budget numbers and it was one of the jobs being contemplated.

The one time raise in limit procedure was explained to Mr. Delplain.

MR. LINDELL MOVED TO APPROVE THE LICENSE APPLICATION WITH A LIMIT OF \$1 MILLION AND A \$20,000 BOND.

MR. ZECH SECONDED THE MOTION.

THE MOTION CARRIED.

PLUMBER INC (THE) # 19245A (C1 – Plumbing & Heating) RAISE IN LIMIT

Bob Williams, President, The Plumber Inc, and Doug Williams, Vice President, The Plumber Inc, were present. They were informed the raise in limit had been approved to \$5

million with a \$15,000 bond.

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

Nancy Wilkie, President, West Painting & Decorating Inc, Lou Stebley, Director, and Mike Wilkie, Husband, were present.

Mr. Stebley stated that if the Board approved the raise in limit, the company would prepare an assignment of contract and their bank would support them in that effort. The Board pointed out the necessity of the financial data being in place prior to the approval of the raise in limit. The indemnification process was then explained to Ms. Wilkie, who told the Board that the company's current financial statement was different than the one they were reviewing.

MR. JOHNSON MOVED TO TABLE THE RAISE IN LIMIT APPLICATION FOR NEW FINANCIAL INFORMATION.

MR. ZECH SECONDED THE MOTION.

THE MOTION CARRIED.

Ms. Sheltra asked for all disclosures that had been requested by staff. The one time raise in limit process was explained.

HERNANDEZ CONSTRUCTION INC #42030 (C14 – Steel Reinforcing & Erection) ONE TIME RAISE IN LIMIT

Pete Hernandez, Qualified Employee, Hernandez Construction Inc., and Don Martinez, Associate, were present. They were informed the one time raise in limit to perform the project, "an unnamed high school at Cimarron and Robindale," had been approved for \$1.7 million, payment and performance bonds if required.

OAKLEY DESIGN AND DEVELOPMENT #37754 (B2 – Residential & Small Commercial) ONE TIME RAISE IN LIMIT

The one time raise in limit had been approved for \$1.3 million, payment and performance bonds if required, to perform the Candil Hall Academy project.

CITY CONCRETE CORPORATION (C5 – Concrete Contracting) NEW APPLICATION

Mike Arriola, Jr., President, City Concrete, was present. He was informed the license application had been approved with a limit of \$50,000 and a \$5,000 bond.

MS. SHELTRA MOVED TO REOPEN THE MEETING TO THE PUBLIC.

MR. JOHNSON SECONDED THE MOTION.

THE MOTION CARRIED.

INTERVIEW

HUDSON CONTROLS INC. #40470 – INTERVIEW

Jeffrey H. Hibler, President, Hudson Controls Inc., asked if the Board could wait for the arrival of his attorney, who had been delayed.

When it appeared the delay would be longer than what the agenda could allow, Mr. Gregory explained what had occurred at the time Mr. Hibler's license had been issued. He

told Mr. Hibler that the designation of "high/low voltage" should not have been included in his C1 license.

Mr. Hibler stated he was not a master electrician and he did not have a master electrician working for him. He was a master plumber.

Mr. Hibler explained the type of work he performed. Mr. Gregory elucidated the problem with the high voltage designation, and the public safety concerns. The Board proposed the following solution: issue 2 new licenses for class C2C,D,E, and C21, and remove the current designation from the C1 license. The new licenses would be granted with \$3 million limits, and require a \$5,000 bond each. Mr. Hibler was asked to apply for the bond reduction to \$5,000 for license #40470.

Mr. Hibler pointed out that his only concern was lighting or energy management. He was advised he could still perform the work as long as it was incidental and supplemental to the work he was licensed to perform, as long as he subcontracted the work to a licensed electrical contractor.

Mike Van, Legal Counsel, arrived, and Mr. Hibler asked for a few minutes to review the license categories proposed by the Board.

When the hearing resumed, Mr. Van clarified that Mr. Hibler would be allowed 120 volt hookup to the panels. He was told high voltage was considered to be anything over 600 volts.

APPLICATION HEARINGS

PRO HOME – APPLICATION HEARING

Mike Williams, Western Regional Manager, Pro Home, Jack H. Salmans, President, Pro Home, and Doris Talley, NSCB License Analyst, were sworn in.

The notice of hearing had been personally served to Jack Salmans on October 1, 1999 in the office of the State Contractors' Board. It consisted of pages 1-10.

The hearing was for possible violation of NRS 624.263, financial responsibility of applicant or licensee. The hearing notice was entered into the record as EXHIBIT 1, and the stipulation was signed.

The applicant was given notice that he had the right to close the hearing to discuss financial information. Mr. Salmans chose not to do so.

Under questioning by Mr. Taylor, Ms. Talley testified she had reviewed the applicant's financial statement, dated February 28, 1999, and had concluded the financial statement indicated insufficient working capital or net worth. Subsequently, on July 30, 1999, Jack and Susan Salmans had agreed to personally identify the application. A personal financial statement, dated March 31, 1998, had been provided, but it too failed to demonstrate the availability of sufficient working capital or net worth. The financial statement requested in the notice of hearing had not been supplied.

Mr. Salmans stated he was confused as to whether or not his company needed a license. He said his company did not perform any work in the home. They performed new home orientation walk-throughs with homeowners, after which the findings were submitted to the builder, who either performed corrective work or coordinated with the original subcontractors to perform the work. Since the denial of the license application, the company had since restructured and now existed as Pro Home LLC in Las Vegas. A new application with new financial information was ready for submission to the board for licensure, but Mr. Salmans still questioned whether a license was needed.

Mr. Gregory pointed out that it sounded as if the company fell under the category of a consultant. He said if Pro Home was not contracting the work, or performing the work themselves, or directing or supervising the construction, but rather was strictly operating as a service for a contractor, in terms of quality, they did not need a license. However, he cautioned them regarding language in the statute that required a construction manager to be licensed, stressing how easy it would be to cross the line, and pointing out how fine that line was if Pro Home were to direct a subcontractor to perform any work.

When asked if Pro Home had anybody on their payroll who was a craftsperson or if they subcontracted directly with any subcontracting firms to do any of the work just described, Mr. Salmans said they did not. But they ultimately intended to supply that type of service in Las Vegas, and that was the reason why they were resubmitting a new application.

Mr. Gregory then recommended accepting the withdrawal of the previous license application and to accept the new license application.

MR. CARSON MOVED TO ACCEPT THE FORMAL WITHDRAWAL OF THE LICENSE APPLICATION OF PRO HOME.

MR. JOHNSON SECONDED THE MOTION.

THE MOTION CARRIED.

The importance of holding specialty licenses to perform remodeling work in Nevada was stressed.

EXPRESS AIR A/C & HEATING – APPLICATION HEARING

MaryAnn Enbody, NSCB License Analyst, Ronald Proulx, Owner, Express Air A/C & Heating, and Rick Bertuzzi, Director of Investigation, were sworn in.

Misty Matisons, State Contractors' Board, Las Vegas, personally served the notice of hearing, consisting of pages 1-13, on September 29, 1999.

The hearing was for possible violation of NRS 624.263, financial responsibility of applicant or licensee; and NRS 624.265, good character of applicant and grounds for establishment of lack of good character. The hearing notice was entered into the record as EXHIBIT 1, and the stipulation was signed.

Mr. Taylor informed the applicant that he had the right to close the hearing to discuss financial information. Mr. Proulx did not choose to close the hearing.

When questioned by Mr. Taylor, Ms. Enbody testified that she was familiar with the financial statement, dated November 13, 1997, that had been submitted by the applicant. Mr. Proulx, as directed in the notice of hearing, had submitted a new financial statement dated November 13, 1999.

Mr. Proulx stipulated to the convictions pertaining to his prior criminal history. In the past two years, Mr. Proulx said he and his wife had gotten their spending under control. Since his arrest on April 24, 1990, he had not been in trouble with the law. He was maintaining a clean life. In 1991, he went to school for air conditioning and heating, and had finished the course in 1992. He had been working in his chosen field ever since. He admitted to a previous drug problem but said he had gone through a drug rehabilitation program and had remained "clean."

Mr. Bertuzzi testified he had performed the background investigation. There were three convictions during a 2 ½ to 3 year period.

MR. ZECH MOVED TO APPROVE THE LICENSE APPLICATION WITH A LIMIT

OF \$5,000, A \$1,000 BOND, AND A FINANCIAL REVIEW UPON RENEWAL.

MR. JOHNSON SECONDED THE MOTION.

THE MOTION CARRIED.

AMWEST 2000 CONTRACTORS INC. #24563A - HEARING

The notice of hearing, consisting of pages 1-6, had been sent certified mail on September 24, 1999. Service had been effected September 27, 1999.

The hearing was for possible violation of NRS 624.3013 (3), failure to establish financial responsibility as set forth in NRS 624.220, 624.260, 624.263 and 624.265 at the time of renewal of the license or at any other time when required by the board. The hearing notice was entered into the record as EXHIBIT 1.

Lisa Bedsole, NSCB License Analyst, and David Palumbo, President, Amwest 2000 Contractors Inc., were sworn in, and Mr. Palumbo signed the stipulation.

On or about May, 21, 1999, the board had received written notice of withdrawal of the personal indemnification from Mr. Palumbo. The board had then requested Mr. Palumbo to provide a corporate financial statement.

Mr. Gregory informed Mr. Palumbo that the December 31, 1998 financial statement did not support the license limit.

Mr. Palumbo requested that the removal of his indemnification be withdrawn, allowing him to remain as the indemnitor of the license.

MR. JOHNSON MOVED TO REINSTATE MR. PALUMBO AS THE INDEMNITOR OF LICENSE #24563A, EFFECTIVE AUGUST 19, 1999, AND TO RETAIN THE CURRENT MONETARY LIMIT OF \$300,000.

MR. ZECH SECONDED THE MOTION.

THE MOTION CARRIED.

VIC GORDON CONSTRUCTION #46065 – FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION

Neither the licensee, Victor Gordon, President, Vic Gordon Construction, nor legal counsel were present.

MR. LINDELL MOVED TO ACCEPT THE FINDINGS OF FACT, CONCLUSIONS OF LAW.

MR. CARSON SECONDED THE MOTION.

THE MOTION CARRIED.

MR. LINDELL MOVED TO REVOKE LICENSE #46065, VIC GORDON CONSTRUCTION.

MR. CARSON SECONDED THE MOTION.

THE MOTION CARRIED.

The current status of license #46065 was Inactive, not renewed, as of June 1, 1999.

MR. LINDELL MOVED TO RECOVER THE INVESTIGATIVE COSTS IN THE AMOUNT OF \$2,072.54 IF THE LICENSEE WERE TO EVER REAPPLY FOR LICENSURE.

MS. SHELTRA SECONDED THE MOTION.

THE MOTION CARRIED.

RHODES HOMES #28530 – DISCIPLINARY HEARING

Don Purdue, Director of Warranty Services, Rhodes Homes; James Rhodes, President, Rhodes Homes; Robert Deville, Chief Financial Officer, Rhodes Homes; and Rick Bertuzzi, Director of Investigations, were sworn in. Owen Nitz, Legal Counsel, Rhodes Homes was also present.

The notice of hearing, dated September 15, 1999, consisting of pages 1-10, had been hand delivered on September 15, 1999 by Mike Perko, as evidenced by Affidavit of Hand Delivery.

An amended notice of hearing, dated October 13, 1999, had been sent certified mail. The return receipt was dated October 14, 1999.

A second amended notice of hearing, dated October 21, 1999, had been sent certified mail. The return receipt was dated October 25, 1999.

The hearing was for possible violation of NRS 624.3012 (2), failure to pay for materials or services. The hearing notice was entered into the record as EXHIBIT 1.

Ms. Grein stated that a letter, dated October 4, 1999, had been received from the complainant, Dow Industries. The letter, prepared by Michael Decker, indicated he had been paid in full, and it was his desire to withdraw the complaint against Rhodes Homes. The letter was entered into the record as EXHIBIT 2.

Ms. Sheltra raised the issue of the financial statement. Mr. Nitz requested that the hearing to be closed.

Prior to closing the hearing to the public, Mr. Taylor introduced Rhodes Homes' Request for Continuance into the record as EXHIBIT 3.

The following motion closed the meeting to the public.

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

MR. LINDELL 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).

Mr. Taylor entered the following two documents into the record marked confidential: EXHIBIT A, Rhodes Homes' Combined Financial Statement for the Period Ending 6/30/99; EXHIBIT B, Rhodes Design and Development Combined Financial Statement for the Period Ending 12/31/99 Independent Auditors' Report, prepared by Deloitte Touche.

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

MR. JOHNSON SECONDED THE MOTION.

THE MOTION CARRIED.

Mr. Nitz told the Board that page 10 of the hearing notice was the letter from Rhodes Homes acknowledging the amount owed to Dow Industries. However, Mr. Nitz pointed out that some items were in dispute and were certainly open to question, but not enough to fight over. Thereafter, both parties agreed to dismiss the complaint, with prejudice, and to pay the full amount. The lien had been released from the land and the action dismissed. Mr. Nitz then asked the Board to dismiss the complaint at this time.

MR. ZECH MOVED TO DISMISS THE CHARGE OF NRS 624.3012 (2).

MR. JOHNSON SECONDED THE MOTION.

THE MOTION CARRIED. (MS. SHELTRA WAS OPPOSED)

MR. CARSON MOVED TO RECOVER THE INVESTIGATIVE COST OF \$1,364.22, TO BE PAID WITHIN 30 DAYS OR THE LICENSE WOULD AUTOMATICALLY SUSPEND.

MR. LINDELL SECONDED THE MOTION.

THE MOTION CARRIED.

SUN GOLD DEVELOPMENT #34201 – DENIAL OF RENEWAL & DISCIPLINARY HEARING

MaryAnn Enbody, NSCB Licensing Analyst; Michael Clark, President, M Y S Drywall & Associates; Tom Tucker, NSCB Investigator, and Geoff Robins, President, Sun Gold Development, were sworn in. Julie Sanpei, Legal Counsel for Sun Gold Development, was identified.

The notice of hearing, dated August 20, 1999, had been sent certified mail. The return receipt was dated August 31, 1999.

The amended notice of hearing, dated August 31, 1999, consisting of pages 1-94, was sent certified mail. The return receipt was dated September 7, 1999.

The notice of continued hearing, dated September 16, 1999, was sent certified mail. The return receipt was dated September 27, 1999.

The hearing was for possible violation of NRS 624.3012 (2), failure to pay for materials or services; NRS 624.3013 (3), failure to establish financial responsibility as set forth in NRS 624.220, 624.260, 624.263 and 624.265 at the time of renewal of the license or at any other time when required by the board; NRS 624.3013 (5) as set for in NAC 624.720, failure in any material respect to comply with the provisions of this chapter or the regulations of the board. The hearing notice was entered into the record as EXHIBIT 1, and the stipulation was signed.

Mr. Taylor questioned Michael Clark of M Y S Drywall, who testified he had entered into a contract with the licensee on or about April 7, 1997. M Y S Drywall had supplied labor and materials for the tenant improvement construction at the Cloud Design Center. The amount due M Y S Drywall was \$22,560. Mr. Clark had filed a lien on the project, but he believed the lien had been negated by the bankruptcy filing of Sun Gold. Nonetheless, the lien had not been satisfied.

Randy Pinkston, President, Straight Line Inc., was sworn in and testified that beginning on or about January 25, 1995 through May 8, 1995, the licensee contracted with Straight Line Inc. to supply trenching for utilities. There was currently an outstanding balance of \$9,085 that had not been paid.

Attorney Sanpei asked Mr. Pinkston if Mr. Robins had contacted him and if it was his understanding that the bill would be paid. He replied yes, adding that there had been talk of a settlement but no paper work had been established to that effect.

Mr. Taylor entered EXHIBIT 2, invoices from R E W Materials, into the record. He indicated that the invoices related to the outstanding balance.

Ms. Enbody testified she had secured the information regarding the pay out on the bond, Exhibit A of the hearing notice

Cynthia Martenson, Owner, R B M Concrete Construction, was sworn in. She stated that on or about January 18, 1997, R B M had entered into a subcontract with the licensee for the construction of slabs, sidewalks and valley drain, located at the Cloud Design Center. The total contract price was \$24,310. The balance remaining unpaid on the contract was \$3,561.99.

Mr. Taylor referenced a Chapter 11 bankruptcy, which Mr. Robins had filed in November of 1995. The record indicated the bankruptcy had been dismissed in 1998. He asked Mr. Robins if the bankruptcy had been dismissed because the plan had been satisfied. Mr. Robins said many of the accounts had been settled and it had been thought they were close to an agreed upon settlement with a trustee for Harley Harmond. The settlement would have allowed them to stay in business and to pay off the balance of the outstanding bills. The Chapter 11 had been voluntarily dismissed, but obviously too soon. Mr. Robins said he had entered into other agreements regarding credit payments he was willing to make. He stated that Tejas Underground had been paid and released. He had proposed a settlement to R E W Materials but he was awaiting a final agreement with the main office in Atlanta. There was an agreed upon settlement for Straight Line Inc., and there had been an agreement with Backdrop Masonry for some time based on property settlements with Harley Harmond. That settlement had taken 18 months longer than Mr. Robins thought it would.

When asked if there were any documents that had been signed with Straight Line Inc., Mr. Robins replied yes. Mr. Pinkston confirmed that he had issued a proposal indicating he would accept the amount owed him in three equal payments, excluding interest. The payments were to begin November 1, 1999 but he had received no reply. Mr. Robins said he intended to enter into that agreement but he would have to revise the November 1 start date.

A financial statement had been requested. Ms. Enbody confirmed one had not been received. Mr. Robins said his CPA was still working on the financial statement but he hoped to have it within the next 2 to 3 weeks.

Mr. Gregory informed Mr. Robins he did not have a license, and that the license could not be renewed until the problems were cleared up. Mr. Robins pointed out that he was still under obligation to pay the bills, indicating he would settle them one way or another. Mr. Robins stated that if there was a prospect of eliminating the bills in 60 days, he would like to maintain the current license, rather than apply for a new one at some future date. Mr. Robins then requested a 90 day extension to resolve the financial problems.

Mr. Taylor asked Mr. Robins if he was licensed in other states or intended to be licensed in other states. Mr. Robins said no.

MR. JOHNSON MOVED TO TABLE THE MATTER FOR 90 DAYS BASED UPON THE GOOD FAITH EFFORT MR. ROBINS WAS MAKING TO CLEAN UP THE DEBTS.

MR. ZECH SECONDED THE MOTION.

THE MOTION CARRIED.**CENTURY LANDSCAPE & MAINTENANCE #33375 – DISCIPLINARY HEARING****THE BUILDING CONNECTION #43094 – DISCIPLINARY HEARING**

Neither Gary Leonard Wood, Owner, Century Landscape & Maintenance, nor legal counsel were present.

The notice of hearing, dated September 20, 1999, consisting of pages 1-22, had been sent certified mail on September 24, 1999. The return receipt was dated September 27, 1999.

The hearing was for possible violation of NRS 624.3012 (2), failure to pay for materials or services; NRS 624.3013 (3), failure to establish financial responsibility as set forth in NRS 624.220, 624.260, 624.263 and 624.265 at the time of renewal of the license or at any other time when required by the board; and NRS 624.3013 (5), as set forth in NRS 624.283 (3), failure to comply with the provisions of this chapter, failure to submit a financial statement as requested by the board. The notice of hearing was entered into the record as EXHIBIT 1 and the return receipt was entered into the record as EXHIBIT 2.

Laura Brewer, Credit Manager, Star Nursery Inc., was sworn in. She testified that from July 10, 1997 through February 28, 1998, Mr. Wood had purchased materials on credit from Star Nursery Inc., for a total amount of \$3,098.82. In July of 1998, Mr. Wood had entered into a payment plan to repay the debt. No payments had been made after October 6, 1998. Ms. Brewer stated that the only additional money her company had received had been from the bond claim. The current indebtedness was \$1,287.61

Mr. Taylor pointed out that page 14 of the hearing file was a letter from Mr. Wood indicating that he was no longer doing business in Nevada and that he had no money to pay his debt.

A letter, dated October 18, 1999, had been received from Turf Equipment Supply Company, indicating they had received a payment from the bonding company. The letter was entered into the record as EXHIBIT 3. Mr. Taylor represented to the Board that after the payment of the bond, there was a balance remaining of \$1,718.56.

A financial statement had been requested but one had not been received.

The evidentiary was closed.

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

MR. ZECH SECONDED THE MOTION.

THE MOTION CARRIED.

MR. JOHNSON MOVED TO FIND LICENSE #33375, CENTURY LANDSCAPE AND MAINTENANCE SERVICES, AND LICENSE #43094, THE BUILDING CONNECTION, IN VIOLATION OF THE CHARGES AND TO REVOKE BOTH LICENSES.

MR. ZECH SECONDED THE MOTION.

THE MOTION CARRIED.

MR. JOHNSON MOVED TO RECOVER THE INVESTIGATIVE COST OF \$1,577.47 IF THE LICENSEE WERE TO EVER REAPPLY FOR LICENSURE.

MR. ZECH SECONDED THE MOTION.

Mr. Lindell requested Mr. Johnson to amend his motion to include payment of the outstanding balances. Mr. Johnson did not amend his motion.

THE MOTION CARRIED

VISION CRAFT HOMES INC #45953 - DISCIPLINARY HEARING

Eric Abbott, Legal Counsel, Vision Craft Homes Inc.; Richard Caleel, Legal Counsel for Complainants: Terrance and Rosemary Banich; Daniel Berg, President, Vision Craft Homes Inc.; Brent Harrison, President, Canac Kitchens of Las Vegas; Bill Storm, Operations Manager, Canac Kitchens of Las Vegas; and James Lee, Legal Counsel, Canac Kitchens of Las Vegas, were identified.

Mr. Griffy explained that the issue had been raised regarding an NRS Chapter 40 action. He pointed out that until recently the Board had been precluded from taking disciplinary action when there was a Chapter 40 issue unless there was a life, health safety matter involved.

In August, 1999, Mr. Griffy and Mr. Bertuzzi had reviewed the workmanship items and believed there were at least one, if not two, life, health, safety issues. Those items had been brought to the attention of Ted Parker, another attorney representing the Licensee.

Mr. Griffy had discussed the matter with Mr. Caleel, who maintained that the court proceedings indicated this was not a Chapter 40 case. In contrast, Teddy Parker had submitted a motion on October 25, 1999. The motion contained Mr. Parker's arguments that the issue was a Chapter 40 matter.

In the course of the investigation, Mr. Griffy said the board had been provided with additional documents raising the question as to the true and proper identity of Mr. Berg, and whether or not the board records reflected his true identity. The amended notice of hearing had never been served on the licensee. If the Board opted to continue the hearing, the additional charge would be added in the next notice.

The Board next heard arguments from Mr. Abbott and Mr. Caleel as to whether the issue at hand was a Chapter 40 matter. During this discussion, Mr. Abbott entered into the record EXHIBIT 1, a motion for preferential trial setting, on behalf of the Baniches, seeking relief under Chapter 40.

Mr. Gregory explained to both parties what the Contractors' Board could do to assist in the matter, but suggested it might be better if both parties settled the item in court. He said if the complainants wanted the repairs corrected, they would have to allow the licensee back into the home. The repairs would be performed to the standard of the trade in general to be verified by the Board's investigator.

Mr. Gregory said the Board would continue the hearing until December 21, 1999.

Mr. Taylor asked for briefs to be submitted to the board within the next 20 days.

The following motion closed the meeting to the public.

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

MR. CARSON SECONDED THE MOTION.

THE MOTION CARRIED.

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

APPLICATIONS (Continued)

The following applications on the agenda were reviewed and discussion occurred on: #2-3, 5-8, 10-12, 15, 20, 25-28, 31, 41, 43, 51-52, 58, 78-80, 85-88, 90, 92-94, and 98-100.

DISCIPLINARY HEARINGS**DOME CONSTRUCTION** #40103 - DISCIPLINARY HEARING

Neither James Glen Rupe, Owner, Dome Construction, nor legal counsel were present.

The notice of hearing, dated September 22, 1999, consisting of pages 1-52, had been sent certified mail to the last address of record. A return receipt had not been received.

An amended notice of hearing had been sent to the same address on October 11, 1999. A return receipt had not been received. Ron Ramsey, Investigator had then attempted Service, on October 15, 1999. The notice had been left on the premises of the address of record.

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 adopted by the city or county in which the work is performed; NRS 624.3015 (1), acting in the capacity of a contractor beyond the scope of the license; NRS 624.3011 (1) (c) (1), willful or deliberate disregard and violation of the building laws of the state or of any political subdivision thereof; NRS 624.3013 (5), as set forth in NAC 624.700 (3) (a) and NAC 624.640 (5), failure in any material respect to comply with the provisions of this chapter or the regulations of the board. The notice of hearing was entered into the record as EXHIBIT 1 and the proof of service was entered into the record as EXHIBIT 2.

The status of the license was active.

Bob Macke, Board Investigator, stated that his last contact with the licensee was in May of this year.

Joseph and Winanda Hoffman, Complainants; Earl and Sharyn Boyce, Complainants; Bob Macke and Ron Ramsey, Board Investigators, were sworn in, and Robert Sparks, Legal Counsel for the Boyces, was identified.

Mr. Gregory left the meeting at 2:44 p.m., and Mr. Zech assumed the chairmanship. A quorum remained.

Mr. Taylor entered the following exhibits into the record. The Dome Construction, Hoffman proposal was entered into the record as EXHIBIT 3, and photographs taken of the Boyce job site by the investigator were entered into the record as EXHIBIT 4.

Mr. Hoffman testified that he had hired Dome Construction to re-roof an apartment house that he owned. The cost of the project was \$3,064. Subsequently, the project had developed roof leaks. Mr. Hoffman presented the Board with photographs indicating the current condition of the roof. The photographs were later entered into the record as EXHIBIT 6. Mr. Hoffman had engaged a new roofer to make the repairs. It was going to cost the Hoffmans \$5,000. Mr. Hoffman said that the way the air conditioners had been set up and the way the roof had settled and warped accounted for the additional cost. Additionally, other items had needed to be replaced, bringing the cost to over \$10,000.

Mr. Ramsey stated that when he first viewed the job site, Mr. Hoffman had performed the necessary repairs, therefore, he had not been able to validate that the roof, in fact, leaked. However, during the course of the investigation, Mr. Ramsey learned that Dome

Construction held a B2 license and had subcontracted with someone who did not hold the proper license. Mr. Ramsey next told the Board he had received a letter, dated July 23, 1999, from Dome Construction, which contained the same address as the address of record. He said the site appeared to have been vacated a few days earlier.

Mrs. Boyce testified Dome Construction had been engaged to install a tile roof. The contract price was \$14,539. Mr. Rupe worked on the project from April 28, 1998 through September 8, 1998. Mrs. Boyce said she had specifically asked Mr. Rupe about the O'Hagin roof vents but he failed to show her where they were. She said they did not exist. There were 5 major leaks in different areas and leakage in the fluorescent light fixture in the kitchen.

The Hoffmans confirmed they had the same problem with light fixtures.

Mr. Macke substantiated all items and said the roof was not to the manufacturer's specifications. He could find no evidence of O'Hagin roof vents. A correction notice had been issued by the City of Henderson, which was still outstanding.

Mrs. Boyce stated that she had an estimate to replace the entire roof for \$12,000 and to repair it without warranty for \$6,500.

Mr. Taylor noted that the monetary limit had not been stated on the contract.

Mr. Taylor entered a letter from Dome Construction, dated July 8, 1999 and addressed to Mr. Hoffman, into the record as EXHIBIT 5. It regarded an assessment of the roofing problems at Mr. Hoffman's building and suggested possible solutions,

The evidentiary was closed.

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

MR. LINDELL SECONDED THE MOTION.

THE MOTION CARRIED.

MR. CARSON MOVED TO FIND LICENSE #40103, DOME CONSTRUCTION, IN VIOLATION OF THE CHARGES AS STATED AND TO REVOKE LICENSE #40103.

MS. SHELTRA SECONDED THE MOTION.

THE MOTION CARRIED.

MS. SHELTRA MOVED TO RECOVER THE INVESTIGATIVE COST OF \$1,552.65 SHOULD THE LICENSEE EVER REAPPLY FOR LICENSURE.

MR. CARSON SECONDED THE MOTION.

THE MOTION CARRIED.

The Hoffmans and the Boyces were advised to file against the bond.

DOMESTRUCTURE #40103 - DISCIPLINARY HEARING (Continuation)

At the close of the hearing, Mr. Rupe made an appearance.

Mr. Griffy asked Mr. Rupe for his address of record with the contractors' board. He stated 1575 Warm Springs, Suite 2322, Henderson, NV. He said he had been out of town until

last Wednesday. When asked if his office was staffed, he said no. When asked how he could be reached, Mr. Rupe said that the address he had just provided was his place of residence.

Mr. Griffy pointed out it was necessary to establish whether or not Mr. Rupe had proper notice of the change in time to earlier in the day. If properly noticed, the Board had to decide whether they wanted to reconsider the matter, or continue it and bring the complainants back for a hearing.

Mr. Ramsey was asked if the notice of hearing had been served on Mr. Rupe's business regarding the time change. Mr. Ramsey said he did not know what the item he served contained. He had been handed the notice in a sealed envelope and he had placed it behind Mr. Rupe's security screen door. That had occurred on October 11, 1999.

MR. JOHNSON MOVED TO RESCIND THE BOARD'S EARLIER ACTION AND TO RESET THE MATTER FOR A HEARING AT THE FIRST AVAILABLE DATE.

MS. SHELTRA SECONDED THE MOTION.

Mr. Ramsey requested a current and accurate address for the purpose of serving the hearing notice when it became necessary. In addition to the first address provided, Mr. Rupe said he had a second address at 3800 So. Decatur, #110, Las Vegas.

THE MOTION CARRIED.

It was determined the hearing could be placed on the November 23, 1999 agenda. Mr. Rupe was asked to notify the Board if he needed to leave town for any reason.

NIGRO & ASSOCIATES #23302 - DISCIPLINARY HEARING (Continued from 7/27/99)

Present were Joseph S. Kistler, Legal Counsel, Nigro & Associates; Mike Nigro, Owner, Nigro & Associates; Mike Mushkin, Legal Counsel for Mr. Linder; and Dennis Linder, Complainant.

Mr. Mushkin said the repair of the Linder's residence had not been accomplished. There was an agreement of sorts that had not been effectuated. The nature of the agreement was the work was to be performed under the supervision of the Contractors' Board. Mr. Mushkin said a letter, dated July 7, 1999 and written by Investigator Greg Mincheff, had scheduled July 14, 1999 as the date for the repair work. This had been done without consultation with Mr. Linder. Mr. Mushkin had then contacted Mr. Kistler, proposing that the appropriate solution was to have Nigro & Associates provide him with the list of subcontractors who were going to perform the work and to allow him to schedule the work at an appropriate time. He said Mr. Linder had agreed to arbitrate the balance of his claim and believed it might be best to have the whole matter adjudicated by an arbitrator.

Mr. Bertuzzi said it was his recollection, from Mr. Haney's summation in the last hearing, that an additional investigator was to be assigned to review the items to be corrected. It was not the role of the board to supervise or maintain a presence on the job site during the repair work. When the repairs were completed, the investigators were to return to the job site and verify that the work had been done to the standard of the trade in general. Mr. Kistler had indicated to Mr. Bertuzzi that whatever date the Linders decided upon, his client would be there. That date had not been established.

Discussion then focused on Mr. Linder's ability to acquire time off from his job to accommodate the repairs.

Mr. Nigro said Mr. Mushkin had been contacted and that they had requested a date from him several times. Mr. Mushkin did not respond until September 1999, when he suggested that Mr. Nigro hire someone else to perform the repairs.

Mr. Linder testified he had called Mr. Nigro on August 23, 1999 and August 30, 1999. In both instances he left a message to let Mr. Nigro know that the repairs could be performed on October 22-25, 1999. The calls were never returned. Mr. Linder said he did not feel they were really interested in correcting the work.

Mr. Nigro said he had no knowledge of the phone calls. When questioned about the repairs that had not been satisfactorily performed, Mr. Nigro stated he had difficulty determining what work was not to the standard of the industry. That was why he had asked for a second investigator to review the items.

It was determined Mr. Linder would qualify for time off from his job at the beginning of the year. None of the workmanship items involved life safety issues.

Mr. Carson recommended that the hearing be continued until March, 2000.

The evidentiary was closed.

MR. CARSON MOVED TO CONTINUE THE HEARING TO THE LAS VEGAS MEETING IN MARCH, 2000, WITH AN UPDATE BY STAFF REGARDING THE SCHEDULED REPAIR DATE, WHICH WAS TO BE PRESENTED AS SOON AS POSSIBLE. ALL SCHEDULING CALLS WERE TO BE COORDINATED WITH MR. BERTUZZI.

MS. SHELTRA SECONDED THE MOTION.

THE MOTION CARRIED.

For the record, Mr. Zech asked Mr. Bertuzzi to remain involved in coordinating the work schedule. All dates were to be scheduled with Mr. Bertuzzi, and the same investigators were to remain on the case. The investigators were to develop a definitive list of the items to be repaired, and they were to review those items until they met standards of the trade. Greg Mincheff and Bob Macke were named as the investigators. Mr. Linder was to notify Mr. Mushkin when he could take off from work, Mr. Mushkin was to contact Mr. Bertuzzi, who in turn would contact Mr. Nigro. All contact would be by written correspondence. It was suggested that a call could be allowed if it was followed up by written correspondence. Mr. Nigro was assured the investigators would perform an inspection prior to the start of the repairs and again at the end.

The following motion closed the meeting to the public to review one last agenda item.

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

MR. CARSON SECONDED THE MOTION.

THE MOTION CARRIED.

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

APPLICATIONS (Continued)

ROBERT DILLON FRAMING #45613 ONE TIME RAISE IN LIMIT, RECONSIDERATION

Robert Dillon, Jr., Vice President and Qualified Officer, was present.

The original request had been received on September 30, 1999 listing a bid date of October 1, 1999. The Board had denied the request because it had not been submitted two working days before the bid date. The owner of the project had submitted a letter,

indicating that the bid was, in fact, being negotiated.

Mr. Dillon said he had mistakenly put October 1 on the application when, in fact, it was a an open and negotiable bid date.

MR. JOHNSON MOVED TO APPROVE THE ONE TIME RAISE IN LIMIT FOR \$750,000 TO PERFORM THE PARKWAY MANOR APARTMENT PROJECT, PAYMENT AND PERFORMANCE BONDS IF REQUIRED.

MR. CARSON SECONDED THE MOTION.

THE MOTION CARRIED.

Mr. Johnson suggested a permanent raise in limit.

Due to time constraints, the remainder of the applications were continued to the October 27, 1999 meeting.

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 Vice-Chairman Zech at 4:15 p.m.

Respectfully Submitted,

Betty Wills, Recording Secretary

APPROVED:

Margi Grein, Executive Officer

Kim Gregory, Chairman

Mike Zech, Vice-Chairman