

LANDSCAPE CONTRACTORS BOARD
Minutes of the July 15, 2016
Board Meeting
930 NE Chemawa Road
Keizer, Oregon

PRESENT

Board Members

William Bumgardner, Chair
Loren Radford, Vice Chair
Molly McDowell Dunston
Christine Hollenbeck
John Gawlista

Staff

Elizabeth Boxall, Administrator
Kim Gladwill-Rowley, Program Manager
Michael Hintz, Investigator
Jeri Jones, Licensing Specialist

Guests

Catriona McCracken, Assistant Attorney
Wes Butler
Brendan McMullen
Jim Hanson, Attorney for McMullen
Sharina Martin, Cascade Collections
Lorie Roberts, Cascade Collections
Scott King, Cascade Collections
Valle Recinos Franklin

EXCUSED

Larry Hoekman

1. PROCEDURAL

A. Call to Order

The meeting was called to order at 8:30 am by Mr. Bumgardner, Chair.

B. Approval of Agenda and Order of Business

Board Action

Moved by Mr. Gawlista and seconded to approve the July 15, 2016 agenda with minor additions.

Vote: 5-0

C. Approval of May 20, 2016 Minutes

Board Action

Moved by Mr. Radford and seconded to approve the May 20, 2016 minutes.

Vote: 5-0

2. Administrator's Report

A. Office Update

The Board reviewed Ms. Boxall's report, which is attached and made a permanent part of these minutes.

Ms. Boxall stated outstanding collections over 60 days old must be reported to the Legislative Fiscal Office and that staff is currently working on this project. Ms. Boxall

updated the Board regarding the online registration/payment project and the recruitment of new Board members. Mr. Radford stated that a landscape designer may be an avenue for soliciting a public board member. Ms. Boxall stated that it seems a bit unclear if a landscape designer would be considered a public member and that the decision would be up to the Governor's office. If a landscape designer is considered part of the industry they could not fill the role of a public member.

B. 2015-2017 Financial Report/Approval

The Board reviewed Ms. Boxall's report, which is attached and made a permanent part of these minutes.

Ms. Boxall discussed the budget modifications and stated that the agency has roughly seven months reserve; in addition, the agency has had an increase in initial licensing fees, renewals and enforcement fees.

Board Action

Moved by Mr. Gawlista and seconded to approve the unreconciled financial report.

Vote: 5-0

3. EXAMINATION/LICENSE/EDUCATION

A. Mark VanBuskirk/Request for License

Background

May 2014: Mr. Van Buskirk applied for an LCP license and was denied that license through the contested case process. This license was denied due to Mr. Van Buskirk's criminal background of murder and the nexus of the crime to the landscape professional industry .

September 2015: Mr. Van Buskirk attended the September 2015 Board meeting and addressed the Board requesting the Board show mercy and grant him a license. At that time the Board had copies of the record through May 20, 2015 and told Mr. Van Buskirk to continue with the good work he is doing resulting in positive customer feedback and that he could reapply at a future date.

June 8, 2016: Mr. Van Buskirk submitted another application for an LCP license.

June 14, 2016: A new background check was performed by LCB staff and no new convictions appeared.

June 14, 2016: Ms. Boxall spoke with Mr. Van Buskirk and advised that due to responses regarding his criminal history that his file would need to go to the Board for review and that she would be contacting his parole officer. He said he was aware that Ms. Boxall would need information from his parole officer and did not have anything else he wanted considered for board review.

Previously denied through the contested case process in September, Mr. Van Buskirk has reapplied; he has provided information regarding what he has been doing since the Board's September 2015 meeting. A letter was submitted from his Parole officer, Debbie Mark, PPO, stating that Mr. Van Buskirk has had no violations during the past 9 months, and that he has continued with his landscape business and reports to her every other week. In addition he self-reported that he is active in a bible study weekly with his mentor.

Ms. Boxall verified his experience with customers and received positive feedback. Ms. Boxall stated that the Board will need to do one of the following; approve the application, deny the application, or request more information.

Mr. Gawlista stated that it appears Mr. Van Buskirk has been attending classes and is moving down the right road. There is an email submitted from a client regarding Mr. Van Buskirk. The police were involved, but the complaint was not accepted as a valid report because there was nothing found showing that he had done anything wrong.

Mr. Radford asked about the previous meeting and if the board had discussed waiting a period of time. Ms. Boxall stated that there is no rule regarding having to wait for a specific period of time to reapply.

Ms. Hollenbeck stated that Mr. Van Buskirk has done what the Board requested and his application should be approved.

The Board discussed that maybe waiting a whole season would be appropriate. Ms. Hollenbeck stated that it is only three months away.

Mr. Gawlista stated that to work for Cascade Management you have to get a background check and Mr. Van Buskirk must have gone through that process in order to work for that management company and agreed with Ms. Hollenbeck regarding accepting the application.

Board Action

Moved by Mr. Gawlista and seconded to accept the application for Mr. Van Buskirk.
Vote: 4 Ayes . 1 Nay (Bumgardner)

B. Examination Statistics

The Board reviewed the examination statistics through May 31, 2016. Ms. Gladwill-Rowley reported that the passing rate increased at the beginning of the year but as the year progressed in to spring the pass rate decreased.

The Board reviewed the license counts as of June 1, 2016. The number of licenses has remained steady for the last two years.

4. ENFORCEMENT

A. Consent Agenda

1. Immediate Action

A listing of actions is attached and made a permanent part of these minutes. No items were removed from this portion of the consent agenda.

2. Site Check; No Violation

A listing of actions is attached and made a permanent part of these minutes. No items were removed from this portion of the consent agenda.

3. Investigated; No Violation

No items were removed from this portion of the consent agenda.

4. Administrative Action

A listing of actions is attached and made a permanent part of these minutes.
Removed: Guadalupe Alvarado Lopez

Board Action

Moved by Mr. Gawlista and seconded to approve the consent agenda, with the removal of Guadalupe Alvarado Lopez.

Vote: 5-0

Guadalupe Alvarado Lopez – Operating without a license

Installation of an irrigation system by digging trenches.

On or about April 9, 2016, LCB contract investigator observed respondent at the job site. The respondent and homeowner both stated at separate times that the respondent was digging the trenches and the homeowner was purchasing and installing the irrigation piping and other material.

STAFF RECOMMENDATION

Assess a civil penalty against respondent for operating as a landscape contracting business without a valid license.

BOARD DISCUSSION

Mr. Radford asked if Mr. Lopez was working under the direction of the home owner or if he was provided a plan regarding the placement of the ditches. If the homeowner is providing supervision, then is this person really acting as an independent contractor? Mr. Radford questioned when is someone being employed by the homeowner to perform the work and when are they being contracted? Mr. Radford asked if he was to hire someone from a leasing company to do work for him would that be a violation?

Ms. Gladwill-Rowley stated that the homeowner hired Mr. Lopez to dig the ditches and while the work was being performed an elbow was broken and Mr. Lopez replaced and repaired it. Ms. Gladwill-Rowley stated the rule for the installation of an irrigation system includes trenching. The Board needs to take into consideration that when a

trench is being dug that something serious could happen, such as a gas line being broke.

Mr. Radford asked if the Board can change a rule, Council stated that the Board can change rules as long as it stays within the statute. Council stated that it appears that there is a violation.

Ms. McDowell Dunston stated that it is important to keep trenching as part of the rule because the digging of trenches can be a critical component to the success of the irrigation system.

BOARD ACTION

Moved by Mr. Radford and seconded to accept staff's recommendation to assess a civil penalty for operating as a landscape contracting business without a valid license.

Vote: 5-0

B. Enforcement Cases for Discussion

1. Advertising without a License

a. Christina Gonzalez and Mario Gonzalez Camacho, dba: G-Force Landscape

SUMMARY

On 5/31/2016 Staff Investigator observed advertising on a vehicle at an irrigation supply store in Portland, OR. The vehicle advertised as %G-Force Landscape+ offering %Irrigation+ %Retaining Walls+ and %Sprinkler Installation & Repair+. The advertisement contained a Washington license number GFORCFL853PZ. Staff Investigator observed this vehicle being loaded up with irrigation supplies and then followed it to the company address which the Oregon vehicle license plates also match as being in Portland, OR. On 6/1/2016 Staff Investigator stated he observed the truck heading in to Vancouver, WA with supplies.

A website: www.buildzoom.com shows the company serving areas in Portland, OR and Vancouver, WA, however, it further states %Do you own this business? Unlock this free profile+ which staff interprets as not being created by the business owner. No other internet advertisements could be located for this company.

This company is not registered with the Oregon Secretary of State, but is registered and licensed with the State of Washington.

CONCERNS/ISSUES

Is it considered an advertising violation if a company is based in Oregon, with Oregon vehicle license plates, and Oregon phone number, but advertises on the vehicle with a Washington license number?

Board Action

Notice of Penalty was issued and respondent has requested a hearing with the attached explanation (see next page).

SUMMARY

On March 22, 2016, the LCB office received a Statement of Claim form from Dean Larson, homeowner against respondent for breach of contract and negligent or improper work regarding the preparation of property. Claim states respondent failed to remove sticks, rocks, branches and other woody debris from the site and failed to smooth or create a surface that was ready for planting a lawn.

Mr. Larson further explained by e-mail that he contracted with the respondent to prep the lawn area (about 30, sq ft) for lawn. Respondent was to take it to the point where all the homeowner needed to do was rake. The homeowner was going to plant the seed. The homeowner states the respondent was preparing the ground for installation of a lawn+. Respondent was paid \$400 of the \$1,000 they agreed upon for this service.

CONCERNS/ISSUES DISCUSSED AT MAY 16 BOARD MEETING

It appears the Respondent performed rough grading+. OAR 808-002-0875 defines rough grading as the movement of earth by cutting and/or filling of a site to establish proper sub-grade elevations prior to the preparation and establishment of the final grade for seed beds or tree or shrub planting. Rough grading does not include grading done by raking or other mechanical means to establish a grade that is suitable for planting. This definition is used when describing rough grading of plots and areas of land performed in conjunction with new or remodeling construction when performed by a CCB licensee.

Respondent is a CCB licensee, but was not remodeling nor performing new construction. Is the tractor work he performed considered part of preparing the property for the installation of a lawn+if he did not do the final raking?

OAR 808-002-0500 defines landscaping work and includes this language:

For purposes of this rule, preparation of property+includes, but is not limited to the installation of root penetration prevention materials, the placement of containers and pots that require the use of power equipment to move, the adding and incorporating of soil amendments, importation of topsoil and other planting media, removal of soil, **and final grading to the specified aesthetic and drainage needs of a site on which landscaping work is to be performed.**

BOARD DISCUSSION AT MAY 2016 BOARD MEETING

Mr. Radford stated he has difficulty drawing a line between rough grading and final grading. Respondent left sticks and things around and he does not believe this is rough grading. This is such a small area for tractor work. Staff reported this was filed as a claim with the CCB and dismissed because it was not construction work. The customer has a valid complaint, but is this rough grading or final grading. The statute shows only preparation of property; not if it is rough or final grading.

CURRENT CONCERNS/ISSUES

The work performed did not remove all the debris. The work the respondent states he was to perform was to rototille, but not to perform the final grading with a rake . he states he told the homeowner to hire someone else to do the finish raking and seeding+. Homeowner admits he knew he was going to have to rake himself.

Upon a review of the file, it appears the only letter admitting to knowing the planting of a lawn was to take place was written by the homeowner. Whether the respondent knew a lawn was to be planted may be one piece of this case, but the other is the inclusion of rough grading in the definition of preparation of property. The Board should have further discussion on this topic.

STAFF RECOMENDATION

Dismiss case if respondent was performing rough grading; and
If rough grading is NOT considered part of prepare property on which lawns, shrubs, vines, trees or nursery stock is to be installed+.

Board Discussion

The Board discussed the difference between rough grading and final grading. Mr. Radford stated that it appears that the distinction between rough grading and final grading is unclear. If they are excavating for a contractor to install a retaining wall is that a violation of the law, even contouring the land in preparation of planting could be considered final or rough grading. If a hand rake is used that would be final grading, anything before that would be considered rough grading.

Council stated that based on the respondent's reply he felt that it was rough grading and mentioned in the response that bricks and rocks were being pulled out.

Ms. Gladwill-Rowley read the rule for the definition of landscaping work to the Board. Ms. Gladwill-Rowley stated that she did not feel any landscaping work that required a license was being performed. Ms. Hollenbeck agreed with Ms. Gladwill-Rowley. When there is no written agreement it is difficult for the Board to make a decision when it is unclear what was agreed upon. Ms. Hollenbeck thinks the Board should accept staff's recommendation.

Mr. Radford stated that it would be good for the Board to more clearly define the difference between rough grading and final grading. Ms. Hollenbeck stated that one of the reasons why it is good not to be so black and white is that it allows the Board some movement to look at all aspects when making a decision.

Board Action

Moved by Ms. Hollenbeck and seconded to dismiss the case.

Vote: 5-0

b. Michael Ryan Hughes

SUMMARY

Installation of a lawn

On March 30, 2016, Respondent issued an estimate to %Richard+ that included: %aggressively thatch the dead lawn areas, rake up debris, spread 4 way, over seed with premium grass seed, and cover with 4 way soil blend+in the front and south side yards and to %hatch moss out, rake up debris, and over seed the upper lawn section. The total charge for this was \$585 (see attached Estimate).

On July 11, 2016, the LCB office received a Statement of Claim form from Richard B. Dodge, homeowner against respondent regarding the above work.

CONCERNS/ISSUES

The Board should discuss the work bid and performed by the respondent to determine if it is landscaping work.

Board Action

Moved by Mr. Radford and seconded to take no action, the work performed is not landscaping work, it is landscape maintenance.

Vote: 5-0

Board Discussion

Mr. Gawlista stated that this appears to be maintenance work. Ms. McDowell Dunston questioned the preparation of the lawn for the seed to be planted. The Board discussed the meaning of thatching and how it is performed.

3. Other/Misc

a. Oasis Landscape LLC/advertising outside scope of license

SUMMARY

OAR 808-003-0010(1) states all written advertising shall include the landscape contracting business license number.

On June 3, 2016 respondent's website did not include the 4 digit landscape contracting business license number. This website states the name of the company as Oasis Lawn Care. Upon looking this name up with the Secretary of State (SOS) it shows it is a prior name of Oasis Landscape LLC, which is currently licensed with the LCB. The member, Lorenzo Guzman listed with the SOS is the same member listed with LCB as Oasis Landscape LLC with the same phone number as the website.

The business name listed on the website is not the same exact business name registered with the Secretary of State or licensed with the LCB.

Business Name on Website: Oasis Lawn Care

Licensed/Registered Business Name: Oasis Landscape LLC

However, the phone number listed on the website is the same number listed in the LCB records for the respondent, so it appears it is the same business. It also appears the business name listed on the website was registered with the Secretary of State until 2015, which is when the new business name was registered with the Secretary of State and became licensed with the LCB in 2016. The name on the website appears to be an old business name that did not get updated with the new business name and LCB number when they became licensed and are advertising installation work.

The advertisement includes a page on "Winterizing Your Sprinkler System" and states "Every year before the first freeze the ritual of irrigation blow out becomes the priority for all irrigation systems. It further explains how to perform them and then states "If the process becomes too complicated, feel free to give us a call. **Do not leave your sprinkler system un-winterized.**"

Board Action: Moved by Mr. Radford and seconded to assess a penalty for failure to use the 4 digit business license number in an advertisement and issue a letter of concern for failing to register the assumed business name and request they update the business name listed on the website to match the name licensed and registered with the Secretary of State and the LCB or register the name on the trailer as an assumed business name with the Secretary of State and a separate LCB license.

Vote: 5-0

Board Discussion

Council stated that the business does not appear to be offering to do this work and the website seems informational only, the business may intend to refer to someone licensed to perform the winterization.

b. Dean Nguyen, dba: City Landscape Services

SUMMARY

Installation of nursery stock

LCB Investigator, Michael Hintz spoke with the Respondent and Ms. Yoshida, homeowner. They both told him that the respondent had installed a retaining wall, pea grave and some plants purchased by the homeowner. Respondent's CCB license allows him to install the retaining wall and pea gravel, but not the nursery stock. Ms. Yoshida submitted a copy of a check for \$350 payable to respondent.

Advertising

On March 15, 2016 respondent's website at www.icitylandscapeservice.com advertised for "Professional Landscapers in Portland, Oregon", "Landscaping Services", "Sprinkler Repair", and advertises in the name "City Landscape Service".

On March 16, 2016, respondent's Facebook advertised the name "City Landscape Service" & "Landscaping".

In 2006 Respondent was assessed a civil penalty, which has been paid, for advertising without a valid LCB license.

MEMO

At the May 2016 Board meeting, the Board determined that Dean Nguyen was advertising and operating without a valid license. Attached is the Investigation Summary provided at that meeting. A Notice of Penalty was issued to Mr. Nguyen and he has submitted a letter of explanation (see attached) in hopes the Board will dismiss this case/withdraw the penalty.

Mr. Nguyen has stated that his English is not good enough to understand how to word his advertisements correctly to describe his services. This is a repeat offense for advertising. After the first violation, he spoke with the LCB office then he amended his name from City Landscape to City Landscape Services. Also during that discussion, he was told he could repair up to 3 sprinkler heads, but did not understand that he could not advertise those services.

He spoke with the LCB office after the second violation and now understands why his website violates the LCB rules. He cooperated right away by changing his business name to City Landscape Maintenance. His website has been updated to show this new business name and the references to landscaping work have been removed.

As for the operating violation, Mr. Nguyen states he built the retaining wall and installed gravel (he has a CCB license that allows him to do this work), but that the homeowner purchased her own plants and he helped her plant them at no charge. The LCB file has no evidence to show compensation or the intent to be compensated for the installation of the nursery stock.

Board Action

Moved by Ms. Hollenbeck and seconded to assess a civil penalty for advertising for a second offense. (Ms. Hollenbeck withdrew the motion.)

Board Discussion

Mr. Hintz stated that the Agency does not have proof that the respondent received compensation for planting and the home owner would likely back that up as well.

Mr. Bumgardner feels that when the Board starts letting people say that they didn't understand the law that it can become a slippery slope and may be difficult for the Board to make future decision for enforcement because people may question why did one person not get fined but someone else did.

Mr. Hintz stated that the respondent says he did the planting for free, and the homeowner stated that he provided the respondent with the plans and plants for the planting.

Council stated that the Board may want to direct staff to have the investigator obtain more information.

Ms. Hollenbeck stated that the Board dismiss the case and that the respondent clearly knows the law now. In terms of operating without a license it appears there is no proof. Ms. McDowell Dunston stated that it may be best to ask for some additional information regarding the payment for planting.

Board directed staff to contact homeowner regarding payment for planting and bring additional information back to the board for further discussion.

c. Advanced Landscape Groups LLC

ALLEGED VIOLATION

Failing to maintain liability insurance

SUMMARY

OAR 808-003-0095(1) (5) & (6) require a landscape contracting business to continually have liability insurance in effect.

On or about August 22, 2013, Respondent's liability insurance policy EGL4048705 with Colony Insurance Company canceled and/or expired. This policy started up again on April 26, 2014. Respondent's license remained on active status during this lapsed in coverage (8/22/2013 . 4/26/2014).

The LCB was not aware of this lapse in coverage until it was reported by Steve Bechwar, homeowner on June 1, 2016. Mr. Bechwar filed in court against the Respondent for removal of a tree from Mr. Bechwar's property. The respondent did NOT have a contract with Mr. Bechwar for this work, but went onto his property and removed a tree. The Respondent had contracted with a neighbor for the removal of trees (including the one on Mr. Bechwar's property) to create a better view for that neighbor. The Respondent did not have permission from Mr. Bechwar to remove this tree. Mr. Bechwar is requesting Respondent's license be revoked.

Mr. Bechwar states in an email that he settled the case in court against the Respondent and during Mr. Bechwar's investigation he found the Respondent did not have the required liability insurance in place at the time the tree was removed. Mr. Bechwar states that as a result of the lack of insurance, he did not recover enough to cover his legal fees that he spent defending this

complaint. LCB staff has requested a copy of the court judgment, but as of the writing of this summary, it has not been received.

On June 17, 2016, LCB staff requested Respondent submit documentation of coverage from 8/22/2013 to 4/26/2014. As of the writing of this summary, no response has been received in the LCB office.

OAR 808-003-0095 requires the Respondent to file a Certificate of Insurance and to continue to meet those insurance requirements for as long as the business is licensed.

OAR 808-002-0050

(12) States that failure to maintain the insurance coverage in effect continuously throughout the license period is \$500 for the first offense. This is Respondent's first offense for this type of allegation.

CONCERNS/ISSUES

The CCB statutes exempt LCB licensed business from their licensing requirements for the removal or pruning of trees, removal of limbs or stumps, and tree or limb guying. The 2015 Legislation amended the LCB statutes so that an LCB bond now covers this work. However, this amendment does not appear to grant the LCB jurisdiction over this work; only that the bond covers this work. LCB staff would like legal counsel's opinion about LCB's jurisdiction over this type of work.

Board Action

Moved by Mr. Gawlista and seconded to issue a civil penalty for to maintain insurance coverage in effect continuously throughout the license period from 8/22/2013 . 4/25/2014.

Vote: 5-0

Board Discussion

Ms. Gladwill-Rowley reviewed the information with the Board. Ms. Gladwill. Rowley believes that there was a lack of coverage and sent a letter requesting information from Advanced Landscape to determine if there was a lack of coverage. There has been no response from the landscaping business.

The homeowner requested that this licensee's landscaping license be revoked.

Brendan McMullen, Request to Settle Penalties

Sharina Martin, Cascade Collection, Guest

Brendan McMullen appeared before the Board at the May 2016 Board meeting. At that meeting the Board requested staff bring to the next meeting the contract information with Cascade Collections, Inc. (Cascade).

Section #2 of the contract gives Cascade full and complete power and authority to collect, enforce and receive all payments. It also gives them complete power and authority to compromise, discharge, sue upon and satisfy any account assigned.

Section #12 of the contract is exceptions and states QUALIFIES FOR FREE PRE-COLLECT. This means when we assign an account to them, within the first 30 days we are able to cancel/withdraw that account without paying Cascade a fee.

Section #10 of the contract is the agreement for a reasonable fee for any accounts requested to be canceled and returned to the agency. This allows the LCB to withdraw an account at any time after twelve months from the date of assignment with a thirty day written notice. This is only allowed if no payments are made or arranged, or suit commenced, or the account forwarded to an associate collector. The Brendan McMullen accounts do not meet this criteria; therefore, the accounts could be withdrawn by the LCB. However, the only withdrawals that have taken place in the past by the LCB is when staff realize there was an error in the Final Order or within the first 30 days after it is assigned to Cascade (pre-collect . see #12).

Board Discussion

Ms. Martin stated she is here to answer questions Board member may have and that Mr. McMullen's letter is mostly accurate. Liens have been filed, but Cascade Collection has held off on any garnishments since Mr. McMullen has requested a review by the Board. In 2015 a settlement was offered for \$10,000, but Mr. McMullen did not make any payments.

Mr. McMullen stated that an offer was made to settle for \$10,000 but he did not want to agree with it, he wanted to settle for \$5,000. Mr. McMullen stated that he did not back out of this agreement because no written no agreement was signed.

Ms. Gladwill-Rowley reviewed the cases for Brendan McMullen and cases against River Valley Landscape Inc. The settlement agreement included the cases from 2003 as well.

Ms. Hollenbeck stated that the letter from Ms. Martin stated that a settlement of \$10,000 was offered this year, but when Mr. McMullen came into the office to agree with the settlement, Cascade Collection stated that the agreement was taken off the table since six liens were placed on properties and that they would not settle for the \$10,000, but would settle for \$25,000. Mr. McMullen stated that the offer was accepted by phone and that Jessica wanted him to make a \$3000 payment that night. Mr. McMullen did not want to make a payment until he had something in writing.

Ms. Martin stated that when a collection is assigned to Cascade Collection, it includes the fees for their service, so that the Board does not incur any additional fees.

Ms. Hollenbeck stated that it is not the job of the Board to decide someone's character; it is the Board's responsibility to review the amount of money that is due and for the Board to decide what is reasonable. Mr. Radford asked what it would cost the Board to take back the case from Cascade Collections.

Ms. Martin stated that they would not charge the Board because she considers themselves an extension of the Board. She further stated she believes the Board wants people to be compliant. If the Board wants to settle for \$10,000 Ms. Martin would like to keep the collection so that they may recoup some of their costs.

Mr. Gawlista stated that some of the fines were paid off and some had payments made. Ms. Gladwill-Rowley stated that some fines had settlement agreements but when Mr. McMullen missed a payment, the agreement was null and the total amount was then assessed.

Council asked if Mr. McMullen's intent is to settle with the Board. Mr. McMullen stated that this is his intent and he wishes to pay this off quickly. Council stated that she may need to look into this more, and that if the Board decides to pull this back that there would need to be something in place to ensure that this settlement is paid.

Ms. Hollenbeck addressed Mr. McMullen and stated that the rules put into place are for everyone not just him and that this is difficult for her based on how this was dealt with in the past. Mr. McMullen stated that he never fought the Board or the fines and that he just didn't have the money, he stated that the homes he has were purchased with investors.

The Board asked if the properties that are in Mr. McMullen's name have any other people as owners of the property, Mr. McMullen stated that the investors have liens against these properties as well.

Council reviewed that settlement agreement form 2009 that included the cases from 2003 in the name of River Valley Landscaping (Mr. McMullen's business) and what the agreement was for and asked if Mr. McMullen understood what he was signing. Section 14 of the settlement agreement states that if the agreement isn't followed then there would be ramifications.

Council advised the Board to keep in mind the precedence that it would set if the Board pulls this from the collection company. Council stated that the Board could leave the assignment with Cascade Collections or pull it back from

Cascade Collections. Either way, the Board would need to determine if there is to be a reduction in penalty.

Ms. Martin stated that the total for just the fines is \$23,000 and the remainder is collection fees and interest.

Mr. McMullen's attorney stated that their may be a third option. The board could communicate to the collection agency to settle for \$10,000, but leave with the collection agency so that they may collect some of their fees.

Mr. Bumgardner stated he is concerned about setting precedence.

Board Action

Moved by Mr. Bumgardner and seconded to deny Mr. McMullen's request.

Vote: 4 ayes; 1 nay (Hollenbeck).

5. Claims (Dispute Resolution)

A. 8483-101, Justin & Emy McGowan vs. Oregon Outdoor Landscaping Inc.

According to the initial statement of claim, the following claim items were listed:

1. Sport Court: Ground not prepped correctly to support concrete pour. Our sport court is now separating at the joint seams and sliding down the hill.
 2. Patio Pavers not installed correctly and wall around pavers not installed correctly.
 3. Landscaper put in a waterfall feature. He did not sub-contract anyone to run electrical to it, so the only way our pump is on and running is from an extension cord running from the outlet of our house across the property to the waterfall feature.
 4. Gravel pathway is being washed away by erosion from rain going down the hill.
 5. Paver patio improperly installed creating a 12 inch drop from existing patio. In addition there is a 4 inch gap created underneath existing patio.
 6. Retaining on south side of property not properly installed to account for drainage.
-

Item # 1 - Sport Court: Ground not prepped correctly to support concrete pour. Our sport court is now separating at the joint seams and sliding down the hill.

Claimant Statement . Claimant explained that the "Sport Court" is actually a multi-purpose patio that was to be used for a variety of purposes including entertaining family, guests and for children's play. They said that they contracted with Oregon Outdoor Landscaping Inc to do most of the work for their backyard project. They advised that Bret Penselin didn't want to do the concrete part and referred them to a concrete contractor whom he said he knew and who did good work. They advised that they paid Duane Bauley \$7000.00 to do the pour of the sport court / patio, but that Oregon Outdoor Landscaping Inc did the prep work and gravel compaction for the underlying surface on which the concrete was poured. The McGowans said that Duane Bauley, showed up on the site before the pour and talked to Bret Penselin who was laying down gravel and prepping the underlying surface for the pour and that they were discussing the job together. The McGowans said that they have photos of the two contractors working together on the site. The McGowans said that they trusted the

recommendation of Mr. Penselin. They stated that that they later found out that Duane Bauley had no valid contractor's license after the job was complete and their concrete started to fail.

Respondent Statement . In his response to the statement of Claim Bret Penselin stated the following: %o) Sport Court: Failure to the concrete patio is due to an inadequate retaining wall. The work that was completed by Oregon Outdoor Landscaping was gravel compaction for the patio. No work on a concrete wall was completed by Oregon Outdoor landscaping. The McGowans worked with another contractor on the concrete pour and wall.+

Investigator Observations / Comments . According to the Estimate provided by Oregon Outdoor Landscaping Inc to the McGowans and according to the initial statement by Bret Penselin, the company was involved in gravel compaction for the %patio+ (Sport Court). Mr. Penselin uses the terms %Sport Court+ and %patio+ interchangeably and it is clear that even though his company did not pour the concrete, they were involved in the installation to some extent by admittedly preparing the subsurface and doing gravel compaction. They also interacted with the subject who did pour the concrete (Duane Bauley), and Bret Penselin did refer Mr. Bauley to the McGowans as a concrete contractor who could do the work for them.

The LCB Investigator asked the McGowans and Mr. Penselin for a copy of a signed contract. Neither was able to produce such a document. The McGowans advised that they knew Mr. Penselin from the community and their kids played sports together and that they had trusted him and had not been concerned about that issue until they started having problems with the installation.

While on site at the McGowan's residence, Mr. and Mrs. McGowan pointed out the problems with the patio and photos were taken. The LCB Investigator observed that the joint seams were separating and that there were several other additional large cracks in the concrete.

Mrs. McGowan she advised that she and her husband had discussed the issue of needing a retaining wall to hold up the concrete pad that was being installed by Bret Penselin and his concrete guy DJ. She said that her husband Justin was the one to ask about the need for a retaining wall initially, but that they were told by Bret that the concrete was going to have a thicker outer edge to give it more stability and that they wouldn't need a retaining wall.

After speaking with Mrs. McGowan Investigator Hinz stated that it appeared very apparent that the statements by Mr. Penselin and the McGowans were conflicting in regard to several matters including the concrete pour.

On May 24th, 2016, Investigator Hintz spoke with Duane %DJ+Baldry regarding his contact with Bret Penselin and the McGowans during the time he did the concrete pour at the McGowan's residence. Mr. Baldry stated that he and Bret have been friends for

quite a while. Mr. Baldry said that he did several jobs for Bret back when he was licensed. Mr. Baldry said that was around the year 2005 and he believes he did 3 or 4 jobs for him around that time. Mr. Baldry said that he let his CCB license go in 2011. In the instance of the McGowan's residence, Mr. Baldry said that Bret was doing the landscaping for these people and needed help with some concrete work. He stated that he felt like he was working more for Bret than that McGowans, but that they were the ones who paid him. He said that he felt like he was helping Bret out to make sure he got a good job and could take care of his clients. Mr. Baldry stated he is sure he told Bret that he didn't have an active license and that Bret would have known that. Mr. Baldry said "I don't know if he couldn't get somebody at the time or what, and that Bret decided to use him even though he didn't have a license. Mr. Baldry said that he saw Bret out on the site several times and that Bret was the one who prepared the sub grade. Mr. Baldry said that he doesn't know exactly what Bret did, but is pretty sure he used rock for a base. Mr. Baldry was not there for the compacting and doesn't know if it was done correctly. Mr. Baldry said that he remembers telling someone to make sure that it was backfilled and that they didn't want undermining under the pour. He said that when Bret later called him up when there were problems and asked him to come look at it, that there was a cavity under the edge of the slab. He said that he believes that is part of the problem and why the pour started to fail. Mr. Baldry stated that he has done concrete work for 30 years and the sub grade is the most important part in terms of settling and cracking and failure like that. He said that his educated opinion is that the sub grade failed and settled along with undermining around the edges. Mr. Baldry said that he is sure he told Brett or the homeowner that something needed to be done around the edges to retain the dirt and that they didn't want to be exposing the concrete on the edges and would need to build a ledge or shelf along the outside of the concrete to retain the dirt. Mr. Baldry said that he poured the concrete thicker on the outside edge. He said the land was sloping away from the house and was not flat to begin with. He said that they had thickened the pour along the edge with a kind of a wall along the outside to bring the concrete level up so that it wasn't sloping real hard and would have a somewhat flat surface for use and play. Mr. Baldry said that he didn't really know what the undersurface looked like prior to Bret doing prep work on it as rock had already been spread out prior to him seeing it. Mr. Baldry said that he did discuss what was needed for prep with Bret. Mr. Baldry said that his practice is to compact every three to four inches up through the gravel and that this is needed to get the gravel sub grade to be good and solid prior to the pour. Mr. Baldry said that he has poured many slabs on hillsides and has never had any issues with them in the past. He again reiterated that he believes there was a problem with the sub grade, but that Bret Penselin was the one to prep that.

BOARD DISCUSSION

The Board discussed the LCB licensee referring the homeowners to the concrete contractor who was not licensed and wondered if the referral was a recommendation and does that legally hold the LCB licensee responsible. There was no subcontractor relationship, no financial link, and they were paid by the homeowners separately. The LCB licensee did agree to bring in gravel and he did compact it. From this point, it would be the responsibility of the concrete contractor and owner of the home.

Investigator Hintz stated that from the perspective of the homeowners the respondent/licensee is the professional, they trusted him and knew him, so they did not use a contract. There is nothing in writing stating that he was installing the patio/sport court; only providing the gravel.

The claimant stated that several contractors came out and all agreed that it should be re-poured. Mr. Radford stated that in preparation for the site, rebar should have been used and the question seems to be is it the fault of the people that prepped or the person who poured the concrete.

It appears that the failure of the patio is due to no retaining wall, the landscaper prepped the area but someone else did the pour. The Board needs to determine who is negligent, the landscaper or concrete installer.

There is conflicting statements regarding whether the work was subcontracted or not. In addition, the landscaper stated that they compacted the gravel but in another statement he stated that he only supplied the gravel.

Mr. Gawlista feels that the concrete installer should have received the payment from the landscaper and not the homeowner. Landscapers know that if the payment is made directly to someone else for part of the job that it takes off the responsibility of the landscaper for that particular part of the job.

Mr. Radford feels that the concrete installer has a greater liability than the landscaper and before he poured the concrete he should have known this would fail without rebar or a retaining wall.

The Board determined the work was negligent work and the liability for the concrete should be split with half the responsibility on the respondent (LCB licensee) and half on the unlicensed concrete installer. The Board took the three bids submitted for the demolition of the concrete and took an average of those bids for a total of \$5,883.33 and determined the respondent is responsible for half this amount, totaling \$2,941.66.

The Board determined the bid for 37 cubic yard of gravel to be too deep and will allow 6 inches at 24 yards. The 37 cubic yards is a cost of \$209.46 per cub yard. They will allow 24 cubic yards for a total cost of \$5,027.04.

Items #2 and 5 . 2. Patio Pavers not installed correctly and wall around pavers not installed correctly. 5. Paver Patio improperly installed, creating 12 inch drop from existing patio. In addition there is a 4 inch gap created underneath existing patio.

Claimant Statement . Claimant explained that patio pavers were rising up and or sinking in places and the surface had become uneven with trip hazards. They said that they believed there is a connection with the retaining walls, pavers and steps, and that the wall supports the pavers and steps. They also said that the pavers and associated

retaining walls were not installed so as to interface properly with the pre-existing back patio and that a gap was created under the pre-existing patio during the installation. They said that they did not believe the wall had a proper cap to finish it off and that it looked unfinished. They advised that they were concerned that the steps were not installed correctly and were unsure about the adhesive used to put the smaller paver blocks in place that created the steps. They did not like the esthetic appearance and felt the steps were too short in width and may not be to code or industry standard. Emy McGowan advised that the situation with the pavers and steps had gotten worse since the site visit. She advised that the adhesive had started to fail, and that some of the small paver blocks composing the stairs had come loose and that the larger patio paver blocks had been popping up when walked on. She advised that the surface was much more uneven now than when I had been there for the site visit and that she had been instructing her children and their friends not to use the steps and to be careful on the paver patio.

Respondent Statement . In his response to statement of claim the respondent said the following in relation to Statement #2: Paver Patio and wall blocks were installed and supplied by Mutual Material. The patio and wall were installed according to Mutual Materials installation specifications. This claim statement is the first time that I heard of a problem with the work performed. I have been to the property many times since the installation and noticed no problems. In relation to Statement #5, the respondent said the improper paver installation was addressed above in claim (2).

Investigator Observations / Comments - Investigator took photos of the pavers, wall, steps and section of the pavers and walls that interface with the pre-existing patio. Investigator observed that the main retaining wall for the paver patio appeared unfinished and that the pavers were raised up and lower in places so that there did appear to be trip hazards.

BOARD DISCUSSION

Investigator Hintz reported the homeowners have reported the pavers have gotten worse since his site visit. It appears that poor base work is affecting these pavers. They will have to be torn out and re-installed, however some of the base gravel may be re-used.

The Board determined the work was negligent work and will award the claimant \$7,200 for the repair to the 600 sq ft area and \$4,200 for the repair for the 350 sq ft totaling \$11,400 for the repair work. The will also award \$264.90 for the replacement of the gravel in the paver area.

Item #3 – Landscaper put in a waterfall feature. He did not sub-contract anyone to run electrical to it, so the only way our pump is on and running is from an extension cord running from the outlet of our house across the property to the waterfall feature.

Claimant Statement . Claimant explained that they did not believe the installation that was done by the Landscaper was safe in terms of the electrical component and believe

he should have subcontracted someone to run electricity to the pump. They also had concerns while I was on the scene about whether or not the feature was installed properly. Shortly after my site visit, the McGowans were contacted by the Sunrise Water Authority in February and were told that they were among the highest in water consumption in Happy Valley. Mrs. McGowan said that they had a \$2000.00 water bill. The company sent an employee out to determine what was going on and they advised that there had to be a leak in the pond and that this was the source of the water usage. Mrs. McGowan advised that after shutting off the pond auto-fill and draining it, their water bill went back to normal. She said that the boulders on the outside of the water feature appear to be starting to slough away down the hill and that she and her husband believe it may have been because of the leak, but also because of the slope of the property. At this point they believe their water feature needs to be replaced or eliminated, because currently it is a hazard to neighbor children and it has a significant leak. They have taped it off with barrier tape for the time being. Ms. McGowan advised that the water feature appeared to have a leak earlier on and that the contractor reported fixing it, but that it appears it developed a larger more significant leak according to the water authority official.

Respondent Statement . In his response to the statement of claim, Bret Penselin said %oinstalled the water feature according to their estimate. I did not include the GFI. I had conversations with Justin about the GFI beforehand during the project. He asked if I knew someone who could do the work. I replied that I did not know of an electrician he could call. They have borrowed my extension cord for the mean time.

Investigator Observations / Comments – LCB Investigator photographed the water feature at the time of the site visit. See photos. Homeowner has advised that they have had to drain the pond and stop using the water feature since my site visit in early February due to leakage and a high water bill. They also suspect the integrity of the outer wall of boulders on the downhill side of the water feature due to the leak.

In regard to the electrical portion of the water feature, Mrs. McGowan stated that they initially thought the bid for the water feature included the electrical, but that at one point Bret told them he could not do that part. She said that they thought he would install a conduit for future electrical work, but that her husband came home one day to find that Bret had installed the upper paver patio that runs to the area of the water feature, but that he had not put in a conduit and that the pavers would now have to be pulled up in order to install the conduit. She stated that she and her husband could not understand how Bret could have made such a mistake considering he was the one installing the water feature and he knew they were going to need to hire an electrician at some point to run the wiring. She said that her husband confronted Bret about this and he told them that he didn't put the conduit in, but would run an extension cord for the time being. Mrs. McGowan said that she and her husband thought the cord looked terrible and were very disappointed with the end result and believed they would have to hire someone to take up part of the pavers in order to properly install a conduit for the electricity.

BOARD DISCUSSION

The complaint is about no electrical to the water feature. However, LCB licensees cannot install electrical nor (at the time this work was performed) can they contract directly with an electrician for this work. The homeowners are required to contract with the electrician. There is nothing in the estimate showing any amount for electrical work.

Item # 4 . Gravel Pathway is being washed away by erosion from rain going down the hill.

Claimant Statement – Claimant showed me the area where there was erosion in the path on the lower area leading down to the patio. They were not sure why it was eroding and had the perception that perhaps it was not installed correctly and that there was an issue with drainage that should have been addressed by the respondent.

Respondent Statement – In his response to the statement of claim Mr. Penselin said %With a gravel pathway there may be maintenance needed throughout the year+. After the site visit, Mr. Penselin said the following in his %Mediation Response+ statement: %There is an area of gravel that is approximately 3 feet long and 2 to 10 inches wide that has washed away at the perimeter of the edging, house side in a gravel pathway and house side. After viewing this site, one of the reasons gravel could have washed aside in that area could be due to a plugged downspout. The area noted in their claim is directly under the gutter.+

Investigator Observations / Comments – Investigator took photos of pathway showing the erosion along the landscape edging on the house side of the pathway near the bottom with gravel washing onto the patio.

BOARD DISCUSSION

Board members stated that the photos very clearly show a washout of gravel at the bottom of the walkway. The gravel on that slope will move very easily, even if it is dug 8 inches deep, there will still be channels. Ms. McDowell Dunston stated the slope should have been taken into consideration with retention or drainage work and believes it may be negligent work. Mr. Bumgardner and Mr. Radford disagree. Ms. Hollenbeck wonders if the Board could award an amount to have this walkway redone because it will be damaged repairing the other areas of the property. Other Board members felt this would be fair.

The Board discussed the definition of %improper+and found it includes: not correct, not following rules, legally or morally wrong, not suitable for a situation, not appropriate. Ms. McDowell Dunston feels the contractor ignored the slopes on the site and this is thoughtless. Legal counsel disagrees that thoughtlessness is negligent work . it doesn't fit into the definition.

In regard to the gravel pathway, Mrs. McGowan stated that Bret Penselin was the one who chose the material for the pathway. She said that her husband had requested that

he put in a pathway that included boulder rock type stairs with pea gravel, and that her husband had even provided a photo of that to Mr. Penselin. Mrs. McGowan provided a copy of that photo with their response.

In regard to the storm water retention and runoff, Mrs. McGowan did not recall any direct discussion of those issues with Mr. Penselin.

The Board determined this work was negligent work. The bids submitted show an estimate of \$610. The Board believes that \$200 of this would be gravel and could be used again, so awards the claimant \$410 (\$610 minus \$200).

Item #6. Retaining wall on South side of property not properly installed to account for drainage.

Claimant Statement – Claimant advised while on the site that they were concerned about the rock retaining wall running up the south side of the property that had been installed by the respondent. They said that they believe the water from the drip system above that was installed by the respondent is affecting the retaining wall that it is starting to fail. Claimant has contacted me since the site visit and advised that they believe the wall is failing more and is moving toward the pathway.

Respondent Statement – In his response to the statement of claim Mr. Penselin said %The South retaining wall is a boulder wall. I am not sure what drainage issue they are referring to.+ He said in his Mediation Response document: %After looking at the South rock wall, I did not note a failure+.

BOARD DISCUSSION

The estimate states %Boulder retaining wall. The wall will be basalt boulders. The wall will retain the areas from the pathway to the pond area+. The Board believes that what was written in the estimate and what was delivered are acceptable. No award will be issued for this item.

RECAP OF ALL ITEMS

1. Patio/Sport Court:
 - Removal/Demo of concrete = \$2,941.66
 - Removal of Gravel= \$264.90
2. Paver
 - Repair of 600 sq ft area = \$7,200
 - Repair of 350 sq ft area = \$4,200
3. Waterfeature . no award
4. Gravel Pathway = \$410
5. paver Patio . see item #2
6. Retaining wall on south side . no award

Board Action

Moved by Ms. McDowell Dunston and seconded to award the homeowner \$19,800.56.

Vote: 5-0

(after the Board meeting, it was determined a few of the awards contained calculation errors and the amount should have been \$20,043.60 Since the Board was award based on calculation, this amount was adjusted in the Notice that was issued).

**C. 8393-104, Samuel Lawrence Fonteno vs
Paradise Restored Landscape Management Inc.**

Item # 1 - Work was to include finishing the installation of the drainage behind the wall. Was not completed / finished, and the project manager is blaming the wall and the rain for soil backfill that washed out onto other landscaping, causing unsafe conditions behind the wall.

Both parties agree that installing drainage behind this wall was not a part of the contract. This issue appears to be resolved.

Item #2 . The required permit for the installation of a backflow preventer, and for which I have been charged / have paid, was never obtained.

Claimant advised that he had received a copy of the backflow permit.

Item #3 - A sinkhole has developed, and is growing behind a separate section of wall than the one affected in claim item #1.

Claimant Statement - Claimant showed investigator a sinkhole that had developed behind the wall where drainage had been installed. Claimant was concerned that it might be caused by an improper installation of the drainage. While on site, the claimant explained that the drainage behind the retaining wall only had a small amount of rock covering the drainage and he had been told by another landscape contractor that the rock should have been installed all the way to the top along the back of the wall. Claimant later advised that he researched this issue and found information consistent with this on the internet in terms of installing drainage behind pressure-treated wood retaining walls. He said that he had also received estimates from two companies to rework the drainage and that both companies who provided estimates believed the installation was improper and that the rock should have been installed to the top of the wall. The claimant alleges that if this had been done there would not have been a sinkhole, and he is concerned that dirt is filtering down and clogging the drainage below due to improper installation.

Respondent Statement . During the visit to the site Mr. Dennis advised that he believed the installation of the drainage behind the wall was according to industry standards. When asked how much rock had been installed over the drainage, company employee and project manager John Brungardt said that there were several inches of rock covering the drain and geotextile fabric over that. When asked about the perceived need by the client for the rock to come all the way to the top of the retaining wall, Mr. Dennis said that was not necessary. He said that he would have

done that if installing a drainage along the neighboring fence up hill from the claimant's property to control run off, but didn't believe that was necessary for the kind of drainage he had installed behind the wall.

Investigator Observations / Comments – I photographed the area showing the sinkhole and wall behind which the drainage in question is installed. A review of the Estimate / Contract shows finish installation of French Drain behind retaining wall: Install 3" perforated pipe . Install 2" river rock over pipe . Install geotextile fabric over river rock . Install soil over geo textile. It appears that the respondent did accomplish what was listed in the contract. The question for the board appears to be whether or not the installation in this case is negligent or improper work as alleged by the claimant.

Board Discussion

Mr. Hintz reviewed photos of claim item number 3, the retaining wall and sink hole over drainage area. Mr. Hintz stated that the drain is tied into the down spout and may be vented there. The retaining wall was installed by a separate contractor.

The Board believes the installation of the drainage meets industry standards and that even if the backfill area had been filled with rock the sinkhole may still have appeared because that hole appears to be where a joint is in the irrigation system. The Board wonders if there is a leak at that joint.

The Board requested staff to obtain further information from the homeowner regarding the irrigation system and a possible leak.

Item # 4 - Respondent has failed to schedule time to even assess claim item 3, or to repair it in a timely manner (18 days).

This is not an actual claim item.

6. New Business

A. Franklin S Valle Recinos, Request for Reciprocity, Guest

The LCB office received an application for landscape construction professional license along with a written request for reciprocity for Franklin S. Valle Recinos who is licensed for landscaping in California.

ORS 671.590 states the Board may license without examination any person who is a landscape construction professional licensed elsewhere where the requirements on the date the applicant was licensed were substantially equal to the requirements for licensing of landscape construction professionals in this state on the date of application by the person.

Mr. Valle Recinos has requested the LCB accept his experience, examination with California, and awards in lieu of taking the LCB examination. His letter is attached along with documentation he believes shows his eligibility for reciprocity. LCB staff

verified Mr. Valle Recinos has had an active landscape license in California since 2004.

CALIFORNIA CURRENT REQUIREMENTS

1. Four years of experience in the class you are applying for (experience must be at a journeyman or foreman level. Up to three years may be substituted for technical training, apprenticeship training, or education.
2. Pass an examination. The Examination has two parts: Laws and Business exam and Landscaping. Attached are the study guides for each exam to show the content of each exam.

In 2004 the Board had two requests for a reciprocal license. At that time the Board believed that an examination in another state may not be substantially equal to Oregon's examination, specifically, the plant section. The consensus at that time was not to allow reciprocity of licensure but allow applicants who are licensed in another state to sit for the exam without meeting other requirements.

Board Discussion

Mr. Valle Recinos spoke regarding his experience in California for the past 20 plus years; installing pavers, plants, retaining walls, and irrigation systems. He stated he has been in Oregon just over a year and that he enjoys the designing process, but the money is in the installation. Mr. Valle Recinos stated that he has taken classes about lighting and other topics, but continuing education is not a requirement for licensing in California.

Board Action

Moved by Mr. Radford and seconded to grant a landscape construction professional license to Mr. Valle Recinos.

Vote: 5-0

7. PUBLIC COMMENT

There were no members of the public who choose to speak.

8. OLD BUSINESS

A. Water Feature/Defer to future meeting

B. PSIC Update

Ms. Boxall's memo is attached and made a permanent part of the minutes.

The Board thanked the staff for their work on the PSIC exam and that it appears that this may be fulfilling the goal of assisting applicants that may have a language barrier. The Board would like to have someone from OLCA attend a future board meeting to talk about how the testing process went and any improvements for next year.

Ms. Boxall reviewed the process in developing the PSIC exam and finalizing the contract with OLCA and that it is important to the agency to continue to have a positive partnership with OLCA.

9. ADJOURNMENT AND NEXT MEETING SCHEDULE

The meeting was adjourned at 2:27 pm. The next meeting of the Landscape Contractors Board will be August 18, 2016 by conference call. The following meeting will be held on September 16, 2016 in Keizer, Oregon.

Respectfully Submitted,

Jerri Jones
Licensing Specialist