

MAY 23 2008

STATE OF MINNESOTA  
BOARD OF ARCHITECTURE, ENGINEERING,  
LAND SURVEYING, LANDSCAPE ARCHITECTURE, GEOSCIENCE  
AND INTERIOR DESIGN

RECEIVED

In the Matter of  
Robert Heil, Unlicensed

MAY 23 2008

SETTLEMENT AGREEMENT  
AND  
CEASE AND DESIST ORDER

Board File No. 2008-0068

TO: Robert Heil  
KLH Engineers  
1538 Alexandria Pike  
Fort Thomas, Kentucky 41075

The Minnesota Board of Architecture, Engineering, Land Surveying, Landscape Architecture, Geoscience and Interior Design ("Board") is authorized pursuant to Minnesota Statutes section 214.10 (2006) and Minnesota Statutes section 326.111 (2006) to review complaints concerning the unauthorized practice of architecture, professional engineering, land surveying, landscape architecture, geoscience and interior design, and to take action pursuant to those statutes whenever appropriate.

The Board received a complaint concerning Robert Heil ("Respondent"). The Board's Complaint Committee ("Committee") reviewed the information. The parties have agreed that the matter may now be resolved by this Settlement Agreement and Cease and Desist Order.

SETTLEMENT AGREEMENT

IT IS HEREBY AGREED by and between Respondent and the Committee as

follows:

1. Jurisdiction. Pursuant to Minnesota Statutes section 326.111, subdivision 3 (2006), the Board is authorized to issue an order requiring an unlicensed person to cease and desist from holding out and/or practicing as a Professional Engineer in the State of Minnesota. Respondent is subject to the jurisdiction of the Board with respect to the matters referred to in this Settlement Agreement and Cease and Desist Order.

2. Facts. This Settlement Agreement is based upon the following facts:

- a. Respondent was first licensed to practice as a Professional Engineer in the State of Minnesota on February 22, 1999.
- b. Respondent's license number with the State of Minnesota at that time was number 26534.
- c. On June 30, 2002, Respondent's license to practice Professional Engineering in the State of Minnesota expired.
- d. Respondent is not currently licensed by the State of Minnesota as a Professional Engineer.
- e. Respondent contacted the Board office by telephone on March 12, 2008, and self reported that he had stamped a project done in the State of Minnesota and his license had expired.
- f. In a letter dated April 17, 2008, Respondent admits that he undertook the role of Engineer of Record for the AT&T Mall of America Project. A true and correct copy of the April 17, 2008 letter is attached as Exhibit 1.

- g. Respondent admits: "As you know, the minute I became aware of this issue, I reported this to you and advised that we would fully cooperate with rectifying this situation." A true and correct copy of the April 17, 2008 letter is attached as Exhibit 1.
- h. Respondent admits that he relinquished his role as Engineer of Record to one his partners, Jeff Millard, so the AT&T project could move forward. A true and correct copy of the April 17, 2008 letter is attached as Exhibit 1.
- i. Respondent's partner, Jeff Millard, issued a letter dated March 12, 2008 on the AT&T- Mall of America - Bloomington, MN project stating: "Previously my partner, Robert A. Heil, was the engineer of record and sealed and signed the AT&T electrical construction documents. Due to a clerical error we have come to find that Bob's stamp is expired." A true and correct copy of the March 12, 2008 letter is attached as Exhibit 2.

3. Violations. Respondent admits that the facts specified above constitute violations of Minnesota Statutes section 326.02, subdivisions 1 and 3 (2006) and are sufficient grounds for the action specified below.

4. Enforcement Action. Respondent and the Committee agree that the Board may issue an Order in accordance with the following terms:

- a. Cease and Desist Order. Respondent shall cease and desist from holding out and practicing as a Professional Engineer in Minnesota, and from further

violations of Minnesota Statutes sections 326.02 through 326.15 (2006) until such time as he becomes licensed as a Professional Engineer in the State of Minnesota.

b. Civil Penalty. Respondent shall pay a civil penalty of Five Hundred Dollars (\$500.00) to the Board. Respondent shall submit a cashier's check or money order for Five Hundred Dollars (\$500.00) to the Board within sixty (60) days of the date of the Board Order approving this Settlement Agreement and Cease and Desist Order.

5. Judicial Relief. If the Respondent violates paragraph 4 above, a district court of this state may, upon application of the Committee, enter an Order enjoining Respondent from such unauthorized practices, ordering Respondent to show cause why the required civil penalty has not been paid, and granting the Board its costs, reasonable attorney fees, and other appropriate relief.

6. Waiver of Respondent's Rights. For the purpose of this Settlement Agreement, Respondent waives all procedures and proceedings before the Board to which Respondent may be entitled under the Minnesota and United States constitutions, statutes, or the rules of the Board, including the right to dispute the allegations against Respondent and to dispute the appropriateness of discipline in a contested case proceeding pursuant to Minnesota Statutes Chapter 14 (2006). Respondent agrees that upon the application of the Committee without notice to or an appearance by Respondent, the Board may issue an Order requiring the action specified in paragraph 4 herein. Respondent waives the right to any judicial review of this Settlement Agreement and Cease and Desist Order or the attached Board Order by appeal, writ or certiorari, or otherwise.

7. Collection. In accordance with Minnesota Statutes section 16D.17 (2006), in the event this order becomes final and Respondent does not comply with the condition in paragraph 4(b) above, Respondent agrees that the Board may file and enforce the unpaid portion of the civil penalty as a judgment without further notice or additional proceedings.

8. Board Rejection of Settlement Agreement and Cease and Desist Order. In the event the Board in its discretion does not approve this Settlement Agreement and Cease and Desist Order, this Settlement Agreement shall be null and void and shall not be used for any purpose by either party hereto. If this Settlement Agreement is not approved and a contested case proceeding is initiated pursuant to Minnesota Statutes Chapter 14 (2006), Respondent agrees not to object to the Board's initiation of the proceeding and hearing the case on the basis that the Board has become disqualified due to its review and consideration of this Settlement Agreement and the record.

9. Record. The Settlement Agreement, related investigative reports and other documents shall constitute the entire record of the proceedings herein upon which the Order is based. The investigative reports, other documents, or summaries thereof may be filed with the Board with this Settlement Agreement.

10. Data Classification. Under the Minnesota Government Data Practices Act, this Settlement Agreement and Cease and Desist Order is classified as public data upon its issuance by the Board, Minnesota Statutes section 13.41, subdivision 5 (2006). All documents in the record shall maintain the data classification to which they are entitled under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13

(2006). They shall not, to the extent they are not already public documents, become public merely because they are referenced herein. A summary of this Settlement Agreement and Cease and Desist Order will appear in the Board's newsletter. A summary will also be sent to the national discipline data bank pertaining to the practice of Professional Engineering.

11. Unrelated Violations. This settlement shall not in any way or manner limit or affect the authority of the Board to proceed against Respondent by initiating a contested case hearing or by other appropriate means on the basis of any act, conduct, or admission of Respondent justifying disciplinary action which occurred before or after the date of this Settlement Agreement and which is not directly related to the specific facts and circumstances set forth herein.

12. Entire Agreement. Respondent has read, understood, and agrees to this Settlement Agreement and Cease and Desist Order and is freely and voluntarily signing it. The Settlement Agreement and Cease and Desist Order contains the entire agreement between the parties. Respondent is not relying on any other agreement or representations of any kind, verbal or otherwise.


13. Counsel. Respondent is aware that he may choose to be represented by legal counsel in this matter. Respondent knowingly waived legal representation.

14. Service. If approved by the Board, a copy of this Settlement Agreement and Cease and Desist Order shall be served personally or by first class mail on Respondent. The Settlement Agreement shall be effective and deemed issued when it is signed by the Chair of the Board.

RESPONDENT

COMPLAINT COMMITTEE

  
Robert Heil

BY:   
Billie Lawton, Public Member  
Complaint Committee Chair

Dated: 5/20, 2008

Dated: 5/29, 2008

**ORDER**

Upon consideration of the foregoing Settlement Agreement and based upon all the files, records and proceedings herein, all terms of the Settlement Agreement are approved and hereby issued as an Order of this Board on this the 12<sup>th</sup> day of June, 2008.

MINNESOTA BOARD OF  
ARCHITECTURE, ENGINEERING,  
LAND SURVEYING, LANDSCAPE  
ARCHITECTURE, GEOSCIENCE AND  
INTERIOR DESIGN

By: 

**Duane Blanck, Professional Engineer  
Board Chair**



RECEIVED

APR 18 2008

KOHRNS LONNEMANN HEIL ENGINEERS, PSC  
FT. THOMAS EXECUTIVE CENTRE  
1538 ALEXANDRIA PIKE, STE. 11  
FT. THOMAS, KENTUCKY 41075  
859-442-8050  
859-442-8058 FAX

104 BROWN STREET  
DAYTON, OHIO 45402  
937-220-9700  
937-220-9702 FAX

April 17, 2008

MN Board of AELSLAGID  
85 7<sup>th</sup> Place East, Suite 160  
Saint Paul, MN 55101

Attn: Lynette DuFresne  
Investigator  
#2008-0068

Re: Robert Heil, File No. 2008-0068

Dear Ms. DuFresne:

I thank you for your thorough explanation of the process I must follow to address the issue regarding my expired license in Minnesota. As you might imagine, it was very alarming to me to find that my license had expired without my knowledge. While I take full responsibility for this oversight, this letter will serve to explain the circumstances surrounding this issue.

The work that our firm performs is primarily concentrated in the Ohio, Kentucky, Indiana region. However, because we have some retail clients (for example AT&T) who roll out stores in multiple states, we are registered in all fifty states. Given the amount of work involved in keeping these licenses current, we have assigned this task to one individual in our firm.

For the better part of fifteen years, that task was dutifully handled by Joyce Steffen. For the nearly two years prior to her death in June 2006, Joyce worked part time as she bravely battled cancer. During that time, we were transitioning her roles and responsibilities to a new employee, Suzanne Poppe. In the course of that transition, the status of my licensing in Minnesota was miscommunicated. Consequently, I was still under the understanding that my license was current when I undertook the role of Engineer of Record for the AT& T Mall of America project.

As you know, the minute I became aware of this issue, I reported this to you and advised that we would fully cooperate with rectifying this situation. In order that the AT&T project could move forward, I relinquished my role as Engineer of Record to one of my partners, Jeff Millard, and reviewed in great detail the project scope. Mr. Millard subsequently re-issued the construction documents under his seal and signature along with the accompanying letter (attachment A). I have also enclosed, per your request, a copy of the construction documents that were issued for the AT&T Mall of America project, as well as the invoices that were sent to our client (FRCH Design Worldwide in Cincinnati).

With regard to the other requests in your letter (dated March 24, 2008) I provide you the following:

To the best of my recollection, I have not issued any solicitation materials or advertisements specifically to obtain work in Minnesota since July 1, 2002.

Likewise, I have not authored any professional articles for publication in the State of Minnesota since July 1, 2002.

EXHIBIT I





My business card is enclosed.

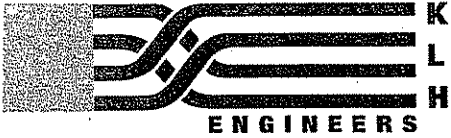
In closing, I would like to lend our sincere apology for this oversight and subsequent infraction. We are hopeful that, given the circumstances under which the error occurred, The Board will be fair in their judgement.

Sincerely,

KOHR'S, LONNEMANN HEIL ENGINEERS, PSC

Robert A. Heil, PE  
Senior Vice President

ATTACHMENT A



KOHR'S LONNEMANN HEIL ENGINEERS, PSC  
FT. THOMAS EXECUTIVE CENTRE  
1538 ALEXANDRIA PIKE, STE. 11  
FT. THOMAS, KENTUCKY 41075  
859-442-8050  
859-442-8058 FAX

March 12, 2008

104 BROWN STREET  
DAYTON, OHIO 45402  
937-220-9700  
937-220-9702 FAX

RE: AT&T – Mall of America – Bloomington, MN  
Professional Electrical Engineer of Record

To Whom It May Concern:

Previously my partner, Robert A. Heil, was the engineer of record and sealed and signed the AT&T electrical construction documents. Due to a clerical error we have come to find that Bob's stamp is expired. I am writing to inform you that I am now the engineer of record for this project. I have thoroughly reviewed the documents and am fully aware of project scope.

We apologize for any confusion this has caused and we hope that this will not prevent our client, AT&T, from obtaining permit and final certificate of occupancy.

If you have any questions, please feel free to call.

Regards,

KOHR'S LONNEMANN HEIL ENGINEERS, PSC

Jeffrey A. Millard, P.E  
Principal

EXHIBIT 2

AFFIDAVIT OF SERVICE BY MAIL

RE: In the matter of Robert Heil, Unlicensed  
File Number 2008-0068

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF RAMSEY )

Lynette DuFresne, being first duly sworn, deposes and says:

That at the City of St. Paul, County of Ramsey and State of Minnesota, on this the 13<sup>th</sup> day of May, 2008, she served the attached [Proposed] Settlement Agreement and Cease and Desist Order by depositing in the United States mail at said city and state, a true and correct copy thereof, properly enveloped, with first class and certified postage prepaid, and addressed to:

Robert Heil  
KLH Engineers  
1538 Alexandria Pike  
Fort Thomas, Kentucky 41075

  
Lynette DuFresne

Subscribed and sworn to before me on this  
the 13<sup>th</sup> day of May, 2008.

  
(Notary Public)

