

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

In the Matter of

**SETTLEMENT AGREEMENT AND
CEASE AND DESIST ORDER**

Rick Dingmann
Unlicensed

Board File No. 2023-0016

STIPULATION

Rick Dingmann ("Respondent") and the Minnesota Board of Architecture, Engineering, Land Surveying, Landscape Architecture, Geoscience and Interior Design's Complaint Committee stipulate that, subject to Board's review and discretionary approval, the Board may issue a consent order that imposes the following sanctions:

A. Respondent shall pay to the Board a civil penalty of Three Thousand Dollars (\$3,000). Respondent shall submit a civil penalty of \$3,000 by check to the Board within sixty (60) days of the Board's approval of this Settlement Agreement and Cease and Desist Order.

B. Respondent shall cease and desist from practicing as a Professional Engineer in Minnesota until such time as he becomes licensed as an Professional Engineer in the State of Minnesota.

C. Respondent shall remain law abiding and comply with all statutes and rules within the Board's jurisdiction. *See* Minn. Stat. §§ 326.02-.15 (2022) and Minn. R. chs. 1800 & 1805 (2021).

D. Respondent shall report in writing within ten days any and all violations of this settlement agreement and cease and desist order to the Board's Executive Director.

Respondent and the Committee enter into this settlement agreement based on the following findings of fact, conclusions of law, and other stipulated provisions:

Findings of Fact

1. The Board has never issued Respondent a Professional Engineer license.
2. Respondent owns a home-building company in Minnesota and specializes in creating custom single-family residences.
3. Respondent had contracted with an engineering firm to provide the engineering requirements required for issuance of a building permit.
4. On June 29, 2022, the engineering firm provided Respondent with a concentrated load plate capacity plan for a cantilever sill/sole plate for a specific jobsite location.
 - a. The plan included the language: 'Single Use & Address Specific Design, Void if Location is Altered'.
 - b. The plan also included the specific location of the residence the plan was created for in the lower right corner along with the wording 'Single Use Detail'.
5. On August 4, 2022, a building inspector contacted the engineering firm to inquire about a drawing that the Respondent submitted for a different jobsite that did not list a job address.
 - a. This plan was identical to the June 29, 2022 plan, with the exception of the 'Single Use & Address Specific Design' language being removed. The 'Void of Location is Altered' language was still present on the plan.

b. The job address was also removed from the lower right corner along with the 'Single Use Detail' wording.

6. Respondent stated in his response "I was trying to get the requested info to the building inspector quickly. The previous detail took two weeks to change address to make site specific, which is way too long and held up the permit. As stated ... I did not think the loading and design, nor the request by the inspector was site specific and did not require recalculation every time. I also requested to see if I could pay a yearly rate instead of every job, so I would not have to ask [engineering firm] to modify the address every time I needed it."

7. Respondent held out and practiced as a professional engineer without a license by modifying a set of plans completed by a Minnesota Professional Engineer and submitted those modified plans for permitting.

Conclusion of Law

1. The Board has authority to license and regulate professional engineers and to take disciplinary action as appropriate. Minn. Stat. ch. 326.111 (2022).
2. Respondent violated Minn. Stat. §§ 326.02 subds. 1 and 3, and 326.15 (2022).
3. This settlement agreement and cease and desist order is in the public interest.

Other Stipulated Provisions

1. This settlement agreement and cease and desist order must be approved by the Board to become effective.

2. Respondent agrees that the Committee may move the Board *ex parte*, with or without advance notice to the Respondent, to approve this settlement agreement and cease and desist order. Respondent understands that the Board may either approve the settlement agreement and cease and desist order or not approve it. This settlement agreement and the files, records, and proceedings associated with this matter may be reviewed by the Board in its consideration of the Committee's motion.

3. If approved by the Board, this settlement agreement and cease and desist order shall be classified as public data. Minn. Stat. § 13.41, subd. 5 (2022). The Board will post a copy of this order on its website.

4. If the Board does not approve this settlement agreement and cease and desist order, then the matter remains unresolved and the Committee may either seek to negotiate a revised settlement agreement and cease and desist order with Respondent to present to the Board or issue an order commencing a contested-case hearing before an Administrative Law Judge at the Office of Administrative Hearings. See Minn. Stat. §§ 14.57–.62, 214.10, subd. 2 (2022) (describing administrative hearing process).

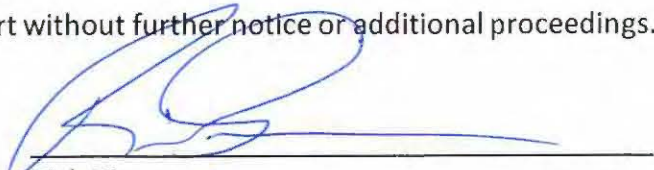
5. Respondent agrees that if this case comes before the Board again after it reviews and discusses this settlement agreement and cease and desist order, Respondent waives any claim that the Board was prejudiced by its review and discussion of this settlement agreement and cease and desist order and any records relating to it.

6. Respondent acknowledges that they were advised by the Committee of their right to a contested-case hearing in this matter before an Administrative Law Judge, to file exceptions and make argument to the Board after the hearing, and to seek judicial review from any adverse

decision rendered by the Board. Respondent hereby expressly waives those rights. Respondent was further advised by the committee of their right to be represented by counsel and that they knowingly waive that right.

7. Respondent has read, understands, and agrees to this settlement agreement and has voluntarily signed it. It is expressly understood that this settlement agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise. If approved by the Board, a copy of the final settlement agreement and cease and desist order shall be served personally or by first class mail on Respondent. The Board's order shall be effective when it is signed by the Chair of the Board or the Chair's designee.

8. Pursuant to Minn. Stat. § 16D.13 (2022), any civil penalty imposed by this settlement agreement and cease and desist order shall begin to accrue simple interest in accordance with that section thirty days after the civil penalty is due. Pursuant to Minn. Stat. § 16D.17 (2022), thirty days after any civil penalty imposed by this settlement agreement and cease and desist order is due, the Board may file and enforce any unpaid portion of the civil penalty as a judgment against Respondent in district court without further notice or additional proceedings.

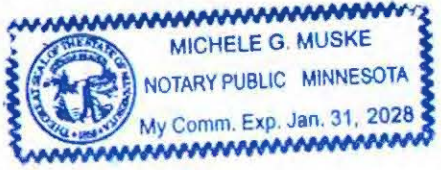

Rick Dingmann

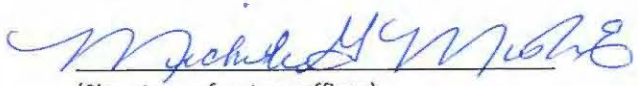
STATE OF Minnesota

COUNTY OF Stearns

This instrument was acknowledged before me on Aug 18, 2023 by Rick Dingmann.

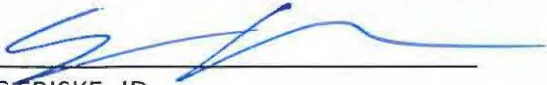
(stamp)




(Signature of notary officer)

My commission expires: 1-31-2028

COMPLAINT COMMITTEE



ERIC FRISKE, JD
Chair

Dated: August 23, 2023

CONSENT ORDER

Upon consideration of this settlement agreement and cease and desist order, and based upon all the files, records, and proceedings herein, all terms of the settlement agreement and cease and desist order are approved. Accordingly, the Board hereby ADOPTS the stipulation and issues the ORDER described above.

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



Dated: September 13 2023

MELISA RODRIGUEZ, PE
Board Chair