

RECEIVED
FEB 13 2007

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

In the Matter of Noel Jensen,
Unlicensed

SETTLEMENT AGREEMENT
AND
Cease and Desist Order

Board File No. 2006-0075

TO: Noel Jensen
27433 Moose Horn Lane
Sturgeon Lake, MN 55783

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 Noel Jensen ("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 practicing architecture and professional engineering 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 is not currently and never has been licensed by the Board as an architect or as a professional engineer in the State of Minnesota.

b. The Respondent is a deacon on the deacon board and a member of the Building Committee at the West Side Church, located at 1406 Highway 27, Kettle River, Minnesota, 55757 (the "Church").

c. The Respondent, not aware that churches are non-exempt buildings under Minnesota Statutes Chapter 326 (2006), the design of which requires the services of licensed architects and professional engineers, designed a new building for the Church in 2002 without obtaining the services of a licensed architect or a licensed professional engineer.

d. The Respondent created floor plans and concept drawings for the building based on ideas of the Church's building committee. He also proposed a lighting and outlet layout. He obtained the truss design from Wisconsin Truss Incorporated.

e. The Respondent engaged in the practice of architecture and professional engineering when he designed the new building for the Church.

3. Violations. Respondent admits that the facts specified above constitute violations of Minnesota Statutes section 326.02, subdivision 1 (2006), Minnesota

Statutes, section 326.02, subdivision 2 (2006), Minnesota Statutes section 326.02, subdivision 3 (2006), and Minnesota Statutes section 326.03, subdivision 1 (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 practicing architecture and professional engineering in Minnesota, and from further violations of Minnesota Statutes sections 326.02 (2006) to Minnesota Statutes section 326.15 (2006) until such time as he becomes licensed as an architect and/or a professional engineer in the State of Minnesota.

b. Report Required. Respondent shall obtain an inspection of the Church building he designed by both a licensed architect and professional engineer, who are currently licensed by the Board, to verify that the building is suitably constructed with particular attention to the foundation and assembly of the super structure, and to ensure that accessibility and exit requirements have been met. Respondent shall also obtain written report(s) from the licensed architect and engineer that summarize their findings, and the report(s) must be delivered to the Church by the licensed architect and professional engineer within six (6) months of the Board's approval of this Settlement Agreement and Cease and Desist and Order. The licensed architect and professional engineer must notify the Board in writing within six (6) months of the Board's approval of this Settlement Agreement and Cease and Desist and Order that the report(s) has(ve) been completed and delivered to the Church. Respondent acknowledges that the Board will provide a copy of this Settlement Agreement and

Cease and Desist and Order to the Church.

5. Judicial Relief. If the Respondent violates paragraph 4a above, a district court of this state may, upon application of the Committee, enter an Order enjoining Respondent from such unauthorized practices and granting the Board its costs, reasonable attorney fees, and other appropriate relief. If the Respondent violates paragraph 4b above, a district court of this state may, upon application of the Committee, enter an Order requiring Respondent to show cause why the facility inspection and written report(s) have not been completed 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. 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.

8. 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.

9. 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 architecture and professional engineering.

10. 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

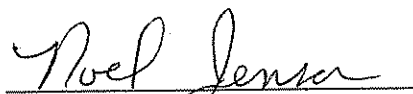
the date of this Settlement Agreement and which is not directly related to the specific facts and circumstances set forth herein.

11. Entire Agreement. Respondent has read, understood, and agreed 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.

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

13. 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.

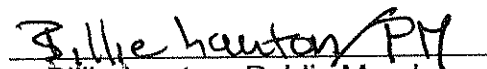
RESPONDENT



Noel Jensen

Dated: 02-12, 2007

COMPLAINT COMMITTEE

BY: 

Billie Lawton, Public Member
Complaint Committee Chair

Dated: 2-22, 2007

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 23rd day of March, 2007.

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

By: 

Harvey H. Harvala, PE
Chair

C

C

C