

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

AUG 14 2008

In the Matter of  
Brad Zielinski, Unlicensed

SETTLEMENT AGREEMENT  
AND  
CEASE AND DESIST ORDER

Board File No. 2008-0052

TO: Brad Zielinski  
Roncor Construction, Inc.  
10740 Lyndale Avenue South  
Bloomington, Minnesota 55420

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, or an unlicensed person's use of any title or description in connection with that person's name, tending to convey the impression that the person is an architect in Minnesota, and to take action pursuant to those statutes whenever appropriate.

The Board received a complaint concerning Brad Zielinski ("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 or otherwise tending to convey the impression that the person is an architect or able to practice architecture in the State of Minnesota and from violating Minnesota Statutes section 326.02 (2006). 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, a resident of the state of Minnesota, is not currently and has never been licensed as an architect in the State of Minnesota.

b. Respondent is employed by a residential remodeling company located in Bloomington, Minnesota.

c. An undated marketing letter written on the letterhead of Respondent's employer and distributed in the U.S. mail to a Minnesota mailing address stated, in relevant part:

We are a full service remodeling company with designers and architects on staff. We have been in business over 25 years and we pride ourselves on exciting and functional design, quality craftsmanship, and top notch customer service."

Respondent's typed name appears after the text of the marketing letter. Directly under Respondent's name is the title "Architect." A true and correct copy of this marketing letter is attached as Exhibit 1.

c. Prior to corrective action taken by Respondent, he used a business card identifying himself as an "Architect." A true and correct copy of Respondent's original and corrected business cards is attached as Exhibit 2.

d. Prior to corrective action being taken, Respondent's employer's website referenced having "in house architects." A printout of the relevant portions of Respondent's employer's website is attached as Exhibit 3.

e. Upon receiving correspondence from the Board, Respondent took corrective actions by stopping the use of any mailing identifying himself as an architect, asking his employer to change its website so that it does not reference the word "architect" and ordering new business cards substituting the title "Designer" for "Architect." A true and correct copy of Respondent's letter documenting corrective action taken, which was received by the Board on March 4, 2008, is attached as Exhibit 4.

3. Violations.

a. Respondent admits that the facts specified in paragraphs 2a through 2d above constitute violations of Minnesota Statutes section 326.02, 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 using the title "Architect" and from otherwise holding himself out as an architect in the

State of Minnesota, and from further violations of Minnesota Statutes sections 326.02 through 326.15 (2006) until such time as he becomes licensed as an architect 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 use of the title "Architect," 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.

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

Brad Zielinski  
Brad Zielinski

Dated: 8/13, 2008

COMPLAINT COMMITTEE

BY: Billie Lawton  
Billie Lawton, Public Member  
Complaint Committee Chair

Dated: 8-21-08, 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 September, 2008.

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

By: Duane A. Blanck  
Duane Blanck, Professional Engineer  
Board Chair



# Roncor Construction, Inc. EXCELLENCE IN REMODELING

Dear Homeowner:

Roncor Construction has recently remodeled your neighbor's home and I am writing you this letter to wish you well in the New Year as well as give you a peek at what we did to their house. If the holiday or maybe a new year's resolution has brought into light any projects that need to be done in or around the house I would encourage you to check out our website ([www.roncor.com](http://www.roncor.com)) to find out more about Roncor Construction. We are a full service remodeling company with designers and architects on staff. We have been in business for over 25 years and we pride ourselves on exciting and functional design, quality craftsmanship, and top notch customer service. Attached is a portfolio of the Hartwig's project and what they had to say about Roncor. If there is any type of remodeling in your future please call me to set-up a free consultation.

Kind Regards,  
Brad Zielinski

Architect  
Roncor Construction Inc.  
Office: (952) 888 5578 ext. 20  
Cell: (612) 382 2878

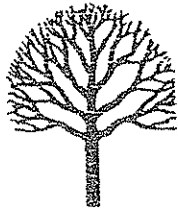
## EXHIBIT 1



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Roncor Construction, Inc.  
EXCELLENCE IN REMODELING

BRAD ZIELINSKI  
Architect

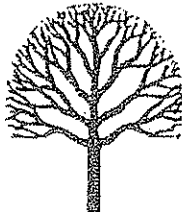


952.888.5578 ext. 20  
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[www.roncor.com](http://www.roncor.com)  
[brad\\_zielinski@yahoo.com](mailto:brad_zielinski@yahoo.com)

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Roncor Construction, Inc.  
EXCELLENCE IN REMODELING

Brad Zielinski  
Designer



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EXHIBIT 2



**RONCOR**

**CONSTRUCTION.COM**

10740 Lyndale Avenue,  
Suite 11E  
Bloomington, MN 55420  
Ph: (952)933-5578

**Excellence in Home Remodeling for Over 25 Years**

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## Design & Build

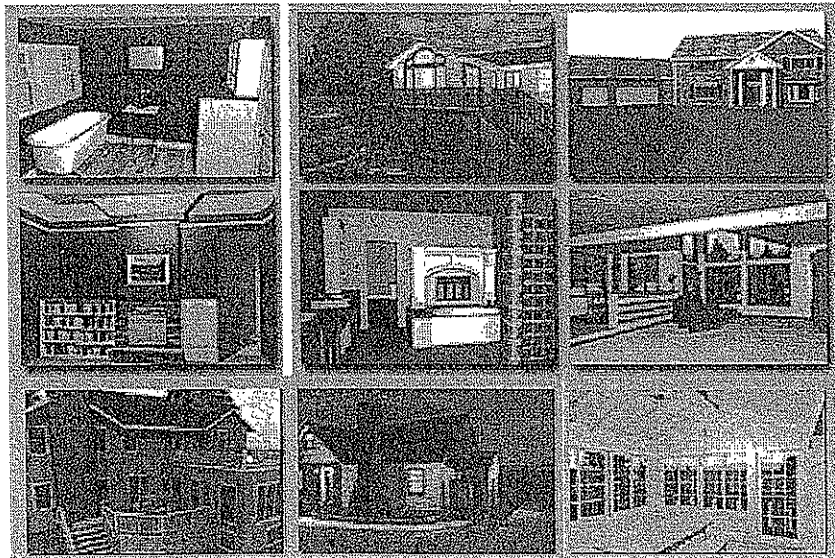
We offer complete design service at Roncor Construction using state-of-the-art design software. We will work with you to design your project to your specific needs and blend with the architecture of your home. Utilizing our interior decorator and in-house design team, we can use a variety of products and finishes for your project. We will not limit you in product selection or design.

If you are planning to add a living space, contact us for a consultation.

Here at Roncor we understand that not every project is the same, which is why we offer several different levels of design for new customers. If you already have a contractor you are comfortable with, we can walk you through the design process, produce construction documents, as well as set up meetings with your contractor to make the transition from design to construction as smooth as possible. For every design, we draw it like we will be building it, and when you take your drawings to get bids you will already have a firm contract from us.

Roncor has been designing and remodeling houses in the Twin cities for over 30 years. If you want a truly seamless approach to the design/build process let us build your project as well. Our in house architects and designers work hand and hand with our carpenters. This insures that your project will be feasible to build, and this gives us a great ability to design within your stated budget. Prior to selecting a design solution we will give you a consultation to see what is best for you, and we will tailor an agreement to meet the needs of your project.

The following are samples of design renderings we have produced for some of our clients. Just click on the thumbnail to view enlarged design.



# EXHIBIT 3

Patricia Litchy  
85 east 7<sup>th</sup> Place  
Suite 160  
St. Paul MN, 55101

MAR 04 2008

Dear Patricia Litchy:

I am writing in response to the investigation into the allegation that I have held myself out as a licensed architect. I admit to producing the letter that is the subject of this complaint. This was the first time I have done anything like this in writing because the mail piece that generated the complaint was the first of its kind. However, I will also admit that I have, until recently, considered architect to be an appropriate title for myself. This is due to the fact that both my schooling and work experience have led me to believe that there is a distinction between being a Licensed Architect, or an AIA member, versus being an architect. My understanding is that an Architect is somebody who practices architecture, which to my knowledge is legal without a license as long as it is for single family dwellings; whereas, an AIA member is required to have a valid license from the state of Minnesota. I mention this not as an excuse, but for a better understanding of my position. I am still in the process of pursuing licensure and am currently enrolled in the graduate program at the University of Minnesota. Despite engaging in this process, I admit to not being an AIA member.

I have taken numerous measures to rectify this situation. First and foremost, I have stopped using any mailing stating that I am an architect. I have also asked Roncor Construction, my employer, to change their website so that it does not reference the word "architect". Roncor has complied with my request and has changed their website to not include the word "architect". My business cards did say "architect" on them. Therefore, I have ordered new business cards that do not use the phrase architect on it; rather, the new cards use the phrase designer.

No other marketing materials that I have used contain the phrasing architect, and to my knowledge no other marketing materials used by Roncor Construction contain such phrasing. Included are the materials that you have asked for, as well as the recent changes to the web site and my business card.

The mailing that is the subject of this complaint was a one-time mistake because it was the first time I used such a mailing. Although this was a one-time mistake, I still take full responsibility for the mistake. However, I have taken all steps necessary to correct this problem and will never make such a mistake again. Should you have any questions, please do not hesitate to contact me.

Sincerely,  
Brad Zielinski

EXHIBIT 4