

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

**In the matter of Richard Mandell
LANDSCAPE ARCHITECT
License Number 54483**

**STIPULATION AND ORDER

Board File No. 2017-0034**

TO: Richard Mandell
Richard Mandell Golf Architecture
2208 Midland Road
Pinehurst, North Carolina 28370

The Minnesota Board of Architecture, Engineering, Land Surveying, Landscape Architecture, Geoscience and Interior Design ("Board") is authorized pursuant to Minnesota Statutes section 214.10 (2016) and Minnesota Statutes section 326.111 (2016) to review complaints against architects, professional engineers, land surveyors, landscape architects, geoscientists, and certified interior designers, and to take disciplinary action whenever appropriate.

The Board received information concerning Richard Mandell ("Respondent"). The Board's Complaint Committee ("Committee") reviewed the information. The parties have agreed that these matters may now be resolved by this Stipulation and Order.

STIPULATION

It is hereby stipulated and agreed by Respondent and the Committee that without trial or adjudication of any issue of fact or law and without any evidence or admission by

any party with respect to any such issue:

1. Jurisdiction. Respondent was first issued a Landscape Architect license by the Board on March 17, 2017. Respondent is subject to the jurisdiction of the Board with respect to the matters referred to in this Stipulation.

2. Facts. This Stipulation is based upon the following facts:

a. Respondent was first licensed as a Landscape Architect in the State of Minnesota on March 17, 2017.

b. In a letter dated April 7, 2017, under the heading of 'Keller Golf Course' Respondent stated: "RMGA only performed Golf Architecture Services to provide the necessary information for Loucks Associates to obtain the necessary permitting. It was everyone's understanding that RMGA was to provide the bulk of the drafting work necessary for Loucks Associates as a cost control measure for the Client but was never intended to be interpreted as Landscape Architecture services. The work was completed with a Richard Mandell Golf Architecture title block to ensure drawing consistency with our Golf Course Architecture work for the project. Richard Mandell Golf Architecture did produce a complete set of construction drawings for the project as a primary part of our Golf Course Architecture services. I did perform Golf Architecture services for the golf course renovation project."

c. In this same letter dated April 7, 2017, under the heading of 'Braemar

Golf Course' Respondent stated: "Richard Mandell Golf Architecture provided all the necessary Golf Course Architecture Services and information to SEH in order for SEH to obtain all permits for the project. Similar to the Keller Golf Course project, RMGA provided all drafting services to SEH, under their strict guidance, in order to control costs for the Client and to ensure drawing consistency throughout the project."

d. Additionally, in this same letter dated April 7, 2017, under the heading of 'Braemer Golf Course' Respondent stated: "Early in the design phase of the project, it was requested of me by the City to ensure handicap-accessibility throughout the new golf course. This was of primary importance to all involved, including Richard Mandell Golf Architecture, and we performed the necessary Golf Course Architecture services to achieve this goal."

e. Furthermore, in this same letter dated April 7, 2017, Respondent stated: "I do not work under the direct supervision of a Minnesota Licensed Landscape Architect. Today, my firm has a Minnesota Licensed Landscape Architect on staff. That person is myself, Richard Mandell, and my license number is #54483. I was not a Licensed Landscape Architect when I was initially hired to be the Golf Course Architect for Braemar Golf Course nor when I prepared the Golf Course Architecture drawings. My firm, Richard Mandell Golf Architecture, does not regularly contract with a Minnesota Licensed Landscape

Architect.”

f. In this same letter dated April 7, 2017, Respondent stated: “At no time in the pursuit of either project did I ever relate or infer to anyone that I was a Licensed Landscape Architect in the State of Minnesota nor did I ever intimate that I could perform landscape architecture services in order to obtain any necessary permits for either project. Each client was aware that I was a Licensed Landscape Architect in North Carolina and South Carolina...[sic]...”

g. In this same letter dated April 7, 2017, Respondent stated: “Throughout both the Keller Golf Course and Braemer Golf projects, it was never my intention nor my firm’s intention to perform Landscape Architecture services in the State of Minnesota. I clearly defined my role as strictly a Golf Course Architect, as I have everywhere I have practiced Golf Architecture.”

“Please understand that it is my impression that I was strictly performing Golf Architecture services. I worked diligently to ensure that I was not obtaining permits in any way other than through professionals who are licensed to do so. I understand this complaint goes beyond the permit process and I apologize for not paying closer attention to the laws of the State of Minnesota.”

h. Respondent practiced landscape architecture as defined in Minnesota Statutes section 326.02, subdivision 4 (a) prior to receiving his Minnesota Landscape Architect license on March 17, 2017, when he prepared the

following plans for the Keller Golf Course located in Ramsey County, Minnesota in 2012 and for plans he prepared for the Braemer Golf Course located in Edina, Minnesota in 2016:

h.1 Keller Golf Course - Restoration Areas Plan dated November 28, 2012.

h.2 Keller Golf Course – Grounds Improvement Project Plans– all dated July 20, 2012:

- Index Sheet
- Existing conditions
- Master Plan
- Staking Plan
- Clearing & Tree Removal Plan
- Cut & Fill Earthwork Plan
- Soil Erosion & Sediment Control Plan
- Grading Plan
- Overall Drainage Plan
- Golf Hole Detail Plans – Holes 1 & 2
- Golf Hole Detail Plans – Holes 3 & 4
- Golf Hole Detail Plans – Holes 5 & 6
- Golf Hole Detail Plans – Holes 7 & 8
- Golf Hole Detail Plans – Holes 9 & 10
- Golf Hole Detail Plans – Holes 11 & 12
- Golf Hole Detail Plans – Holes 13 & 14
- Golf Hole Detail Plans – Holes 15 & 16
- Golf Hole Detail Plans – Holes 17 & 18
- Golf Hole Detail Plans – Driving Range
- Cut & Fill Earthwork Plan
- Tree Planting Plan
- Construction Details

h.3 Keller Golf Course – Grounds Improvements Project plans:

- Stormwater Pollution Prevention Plan (SWPPP) - Sheet 1 dated July 20, 2012
- SWPPP Notes and Details - Sheet 2 dated October 16, 2012

h.4 Braemer Golf Course – Wetland Mitigation Plans – all dated March 21, 2016:

- Sheets 1 to 6

h.5 Braemar Golf Course – all dated May 23, 2016:

- Cover Sheet/Index
- Existing Conditions
- Illustrative Master Plan
- Staking Plan
- Soil Erosion & Sediment Control Plan
- Clearing, Grubbing & Demolition Plan
- Topsoil Removal & Replacement Plan
- Overall Grading & Drainage Plan Sheet 1 and Sheet 2
- Overall Earthwork Cut & Fill Plan
- Hole 1 & 2 Grading & Drainage Detail Plan
- Hole 3 & 4 Grading & Drainage Detail Plan
- Hole 5 & 6 Grading & Drainage Detail Plan
- Hole 5 & 6 Grading & Drainage Detail Plan- note that the plans were identified as Hole 5 & 6 Grading & Drainage Detail Plan, however, the actual plans were for holes 7 and 8.
- Hole 9 & 10 Grading & Drainage Detail Plan
- Hole 11 & 12 Grading & Drainage Detail Plan
- Hole 13 & 14 Grading & Drainage Detail Plan
- Hole 15 & 16 Grading & Drainage Detail Plan
- Hole 17 & 18 Grading & Drainage Detail Plan
- Practice Greens Grading and Drainage Detail Plans
- Grassing Plan
- Oak Savanna Tree Restoration Plan
- Golf Course Construction Details- sheets 1 and 2

h.6 Braemer Golf Course – Soil Erosion & Sediment Control Plans- all dated May 15, 2016:

- Title/Index
- Master Plan
- Drainage & Grading Plan Sheet 3 of 5 and Sheet 4 of 5
- Soil Erosion Control Plan

3. Violations. Respondent admits that the facts specified above constitute violations of Minnesota Statutes section 326.02, subdivisions 1 and 4 (a) (2016) and Minnesota Statutes 326.03, subdivision 1 (2106) and are sufficient grounds for the action specified below. Specifically, it is alleged that the Respondent practiced landscape architecture, within the meaning of Minnesota Statutes section 326.02, subdivision 4 (a) (2016), in Minnesota prior to his licensure as a Landscape Architect, when he prepared the plans for the Minnesota projects identified in paragraphs, 2.h.1 through 2.h.6 above.

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

- a. Reprimand. Respondent is reprimanded for the foregoing conduct.
- b. Civil Penalty. Respondent shall pay to the Board a civil penalty of three Thousand Dollars (\$3,000.00). Respondent shall submit a civil penalty of three Thousand (\$3,000.00) by check to the Board within sixty (60) days of the Board's approval of this Stipulation and Order.

5. Waiver of Respondent's Rights. For the purpose of this Stipulation,

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, to dispute the appropriateness of discipline in a contested case proceeding pursuant to Minnesota Statutes Chapter 14 (2016), and to dispute the civil penalty imposed by this Agreement. Respondent agrees that upon the application of the Committee without notice to or an appearance by Respondent, the Board may issue an Order containing the enforcement action specified in paragraph 4 herein. Respondent waives the right to any judicial review of the Order by appeal, writ of certiorari, or otherwise.

6. Collection. Pursuant to Minnesota Statutes section 16D.17 (2016), after ninety (90) days of the Board's approval of this Stipulation and Order, the Board may file and enforce any unpaid portion of the civil penalty imposed by this Order as a judgment against the Respondent in district court without further notice or additional proceedings.

7. Board Rejection of Stipulation and Order. In the event the Board in its discretion does not approve this Stipulation and Order or a lesser remedy than specified herein, this Stipulation and Order shall be null and void and shall not be used for any purpose by either party hereto. If this Stipulation is not approved and a contested case proceeding is initiated pursuant to Minnesota Statutes Chapter 14 (2016), Respondent agrees not to object to the Board's initiation of the proceedings and hearing the case on

the basis that the Board has become disqualified due to its review and consideration of this Stipulation and the record.

8. 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 Stipulation and Order and which is not directly related to the specific facts and circumstances set forth herein.

9. Record. The Stipulation, 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 Stipulation.

10. Data Classification. Under the Minnesota Government Data Practices Act, this Stipulation and Order is classified as public data upon its issuance by the Board, Minnesota Statutes section 13.41, subdivision 5 (2016). 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 (2016). They shall not, to the extent they are not already public documents, become public merely because they are referenced herein. A summary of this 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 landscape architecture.

11. Entire Agreement. Respondent has read, understood, and agreed to this Stipulation and is freely and voluntarily signing it. The Stipulation contains the entire agreement between the parties hereto relating to the allegations referenced herein. 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 Stipulation and Order shall be served personally or by first class mail on Respondent. The Order shall be effective and deemed issued when it is signed by the Chair of the Board.

RESPONDENT


Richard Mandell, ASGCA, RLA, ISACA

Dated: 8/15, 2017

SUBSCRIBED and sworn to before me on this the 15th day of August, 2017.


(Notary Public)

My Commission Expires: 9-8-2021



COMPLAINT COMMITTEE



Robin T. Mathews, LS
Committee Chair

Dated: Oct. 12, 20 17

ORDER

Upon consideration of the foregoing Stipulation and Order and based upon all the files, records, and proceedings herein, all terms of the Stipulation and Order are approved and adopted and hereby issued as an Order of this Board this the 12th day of October, 2017.

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

By: 
Dennis R. Martenson, PE
Board Chair

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AFFIDAVIT OF SERVICE BY MAIL

RE: In the matter of Richard Mandell
Landscape Architect
License Number 54483

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

Emily Grimm, being first duly sworn, deposes and says:

That at the City of St. Paul, County of Ramsey and State of Minnesota, on this the _____ day of _____, 20____, she served the attached **Stipulation and 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:

Richard Mandell
Richard Mandell Golf Architecture
2208 Midland Road
Pinehurst, North Carolina 28370

CERTIFIED MAIL
Return Receipt Requested
7003 3110 0004 8527 7242

Emily Grimm

Subscribed and sworn to before me on
this the 16th day of October, 20____.

Victoria E. Oehrlein
(Notary Public)

