

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

**In the Matter of  
Melissa Finseth  
Unlicensed**

**SETTLEMENT AGREEMENT  
AND  
CEASE AND DESIST ORDER**

**Board File No. 2021-0014**

TO: Melissa Finseth  
115 Broadway NW.  
McIntosh, MN 56556

The Minnesota Board of Architecture, Engineering, Land Surveying, Landscape Architecture, Geoscience and Interior Design (“Board”) is authorized pursuant to Minn. Stat. §§ 214.10 and 326.111 (2020) 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 Melissa Finseth (“Respondent”). The Board’s Complaint Committee (“Committee”) reviewed the information. The parties have agreed that these matters may now be resolved by this Settlement Agreement and Cease and Desist Order.

**SETTLEMENT AGREEMENT**

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. Pursuant to Minn. Stat. § 326.111, subd. 3 (2020), the Board is

authorized to issue an order requiring an unlicensed person to cease and desist from holding out and practicing land surveying 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 a land surveyor in the State of Minnesota.
  - b. Respondent is a municipal city clerk for a city in Minnesota.
  - c. On May 16, 2018, Respondent spoke with a property owner in the city. The property owner requested a rough estimate of the boundary line between their property and a neighboring property.
  - d. Respondent offered to have city employees visit the properties, measure, and establish or determine the property line, and place a marker where they believed the boundary was based on a city map.
  - e. The owner accepted Respondent's offer, and on May 18, 2018, at the direction of Respondent, city workers went out to the properties, measured and determined what they believed to be the property line and placed markers labeled, "Property Line" where they thought the property boundary was located.
  - f. Respondent did not receive any financial compensation from the property owner for instructing her employees to determine the property boundary.
3. Violations. Respondent admits that the facts specified above constitute violations

of Minn. Stat. § 326.02, subs. 1 and 4 (2020) and are sufficient grounds for the action specified below. Specifically, Respondent held out and practiced as a land surveyor by offering to perform and subsequently directing employees to perform land surveying by determining and monumenting a property boundary.

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 land surveyor in Minnesota until such time as she becomes licensed as a land surveyor in the State of Minnesota.

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, 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 Minn. Stat. ch. 14 (2020). 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 by appeal, writ of 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 Minn. Stat. ch. 14 (2020), 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. Upon issuance by the Board, this Settlement Agreement and Cease and Desist Order is classified as public data. Minn. Stat. § 13.41, subd. 5 (2020). All other documents in the record shall maintain the data classification to which they are entitled under Minn. Stat. ch. 13 (2020). Documents shall not become public merely because they are referenced herein. The Board will post a copy of this order on its website. The Board will also send a summary to the national discipline data bank pertaining to the practice of land surveying.

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 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 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 she may choose to be represented by legal counsel in this matter. Respondent has either had the opportunity to consult with counsel or hereby 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**

Melissa Finseth

Melissa Finseth

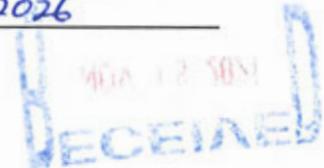
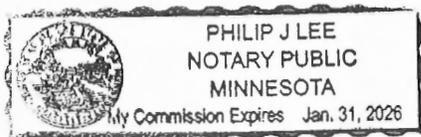
Dated: November 10, 2021

SUBSCRIBED and sworn to before me on this the 10<sup>th</sup> day of November, 2021.

Philip J. Lee  
(Notary Public)

My Commission Expires:

1-31-2026



COMPLAINT COMMITTEE

  
Eric Friske, JD  
Committee Chair

DATED: January 11, 2022  
~~2021~~

ORDER

Upon consideration of the foregoing 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 and adopted and hereby issued as an order of this Board this the 28<sup>th</sup> day of January, 2022.

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

By: , PE  
for Paul Vogel, LS  
Board Chair

STATE OF MINNESOTA  
MINNESOTA BOARD OF ARCHITECTURE, ENGINEERING, LAND SURVEYING, LANDSCAPE  
ARCHITECT, GEOSCIENCE, AND INTERIOR DESIGN  
85 East 7<sup>th</sup> Place, Suite 160  
St. Paul, MN 55101

CERTIFICATE OF SERVICE BY U.S. MAIL

Case Title: **Melissa Finseth, Unlicensed**  
File # **2021-0014**

I, Dillon Lang, verify by oath or affirmation that on the 28th day of January, 2022, at the City of St. Paul, in the county of Ramsey, in the State of Minnesota, served the Stipulation and Consent Order by depositing a true and correct copy in the United States mail, properly enveloped, with first class postage prepaid and addressed to the following named individual(s) or entities at the address indicated below.

Melissa Finseth  
115 Broadway NW  
McIntosh, MN 56556

  
Dillon Lang