

BEFORE THE NEBRASKA BOARD OF ENGINEERS AND ARCHITECTS

IN THE MATTER OF:	)	CASE NOS.: 14.03 and 14.13
NEBRASKA BOARD OF ENGINEERS	)	
AND ARCHITECTS,	)	
	)	
Petitioner,	)	<b>ORDER OF</b>
	)	<b>DISCIPLINARY ACTION</b>
v.	)	
	)	
MARK SANFORD	)	
	)	
Respondent.	)	

This matter comes on for hearing on August 10, 2018. Testimony was heard and evidence was received. Based on the testimony and evidence received, the Nebraska Board of Engineers and Architects (the Board) finds and rules as follows:

**The Parties**

1. Respondent, Mark Sanford (“Sanford”) operates Mark Sanford Group, P.C. whose principal address is 1306 No. 162<sup>nd</sup> Street, Omaha, Douglas County, Nebraska 68118.
2. Complainant, the Board, was created by the State of Nebraska to oversee the laws and rules which govern the practice of engineering and architecture in the state in order to safeguard life, health, property, and promote public welfare pursuant to Neb. Rev. Stat. §§ 81-3401 – 81-3455 and Title 110 of the Nebraska Administrative Code.

**The Hearing**

3. In 2014, the Board received complaints regarding Sanford’s work on projects located in the City of Omaha and the City of Papillion, Nebraska. Specifically, Sanford had submitted plans to the City of Omaha and the City of Papillion which failed to comply with applicable code requirements and did not accurately reflect the nature of the projects.

4. The Board initiated an investigation on Complaints 14.03 and 14.13, which confirmed Sanford had submitted plans with errors and failed to comply with applicable code requirements.

5. On November 20, 2015 the Board and Sanford entered a Settlement Agreement to resolve Complaints 14.03 and 14.13 informally.

6. Pursuant to the Settlement Agreement, Sanford waived his right to a formal process and hearing to dispute the allegations of Complaints 14.03 and 14.13. Sanford also admitted he submitted faulty plans that did not comply with applicable code requirements and accepted full responsibility for the content of the plans.

7. Sanford also agreed to the following requirements under the Settlement Agreement:

“(d) ...to take continuing education courses [CE] on IBC [International Building Code], ADA [Americans with Disabilities Act], and the NFPA [National Fire Protection Association standards]. Respondent Sanford must submit the proposed course to the Board’s Executive Director for review and approval. Respondent Sanford should take note that some of the course work may be used for annual compliance, but the limitations of Policy 14.09 [subsequently promulgated as Nebraska Administrative Code, Title 110, Rule 9.2.3] must be observed.

(e) The Board had determined that Respondent Sanford’s conduct merited assessment of costs in this matter. Costs incurred total \$3,459.85. The Board will waive these costs if Respondent Sanford complies with the above-listed requirements within twelve (12) months of the entry of this Consent Order.”

8. On or about May 21, 2018, counsel for the Board served a petition for Disciplinary Action and Notice of Hearing to Sanford by United States Registered Mail. The Petition notified Sanford that a hearing would be held on August 10, 2018 before the Board to address the Board's concern that Respondent failed to meet the Settlement Agreement requirements.

9. The hearing was held on August 10, 2018. A quorum of the Board was present. The Board was represented through counsel, Special Assistant Attorney General Sean Minahan. The Respondent appeared and presented argument at the hearing.

#### **Findings of Fact**

10. In 2014, Sanford submitted faulty plans that did not comply with applicable code requirements and accepted full responsibility for the content of the plans.

11. On November 20, 2015 the Board and Sanford entered a Settlement Agreement to resolve Complaints 14.03 and 14.13 informally, which included the above stated requirements.

12. From November 15, 2015 through November 15, 2016, Sanford failed to request Board approval of CE courses or complete CE courses as required under Paragraph 6(d) of the Settlement Agreement.

13. On August 9, 2017 the Board, through its counsel, served Sanford a Demand to Show Cause requesting Sanford to show cause as to why the terms of the Settlement Agreement had not been met.

14. On August 14, 2017 Sanford responded to the Board's counsel via email providing explanations as to why he had failed to comply with the Settlement Agreement.

15. On September 22, 2017 the Board granted Sanford an additional six (6) months to complete the CE requirements of Paragraph 6(d) or pay the \$3,459.85 fine imposed in Paragraph 6(e) of the Settlement Agreement.

16. On October 12, 2017, Sanford agreed to complete the CE courses within the additional 6 months offered by the Board and subsequently provided completion certificates for 11 hours of CE. However, the certificates did not provide whether the completed courses involved IBC, ADA, or NFPA subject matter. Sanford also provided information on an International Building Code Seminar comprising 5 hours addressing architectural health, safety, and welfare (“HSW”) subject matter for which Sanford had registered.

17. On March 28, 2018 the Board, through counsel, inquired again as to Sanford’s progress on completing the CE courses required under Paragraph 6(d) of the Settlement Agreement.

18. In response, Sanford provided 13 CE activities; 11 of which were previously submitted in October, 2017. The submission of two other hours brought Sanford’s total to 13 hours completed, including 11 HSW hours. However, the hours submitted did not address IBC, ADA or NFPA subject matter as required by the Settlement Agreement.

19. Sanford stated he attended additional CE courses and provided a list of the seminars for the CE courses that he had recently attended.

#### **Conclusions of Law**

20. Pursuant to the Settlement Agreement, Sanford has waived his right to a formal process and hearing to dispute the allegations of Complaints 14.03 and 14.13 and admitted he submitted faulty plans that did not comply with applicable code requirements.

21. Sanford has failed to meet the requirements set out in Paragraphs 7(d) and (e) despite being granted numerous extensions of time and opportunities beyond the original deadline.

**Order**

22. Sanford is hereby directed to pay the costs incurred pursuant to the Settlement Agreement of \$3,459.85.

23. In addition, the Board assesses cost of these proceedings against Sanford as follows:

- a. Investigatory Costs: \$38.27
- b. Attorney's Fees: \$2,919.00
- c. Court Reporter: \$160.00
- d. Total: \$3,117.27

24. The Board directs Sanford to pay the sum total of costs assessed in Paragraphs 22 and 23 in the amount of \$6,577.12.

25. Sanford shall not be allowed to renew his license until the total costs are paid.

Dated: 14 September, 2018.

THE NEBRASKA BOARD OF ENGINEERS  
AND ARCHITECTS, Petitioner

By: Jennifer Klein  
Its: Chair

