

BEFORE THE NEBRASKA BOARD OF ENGINEERS AND ARCHITECTS

IN THE MATTER OF:))) CASE NO.: 17.26
NEBRASKA BOARD OF ENGINEERS AND)))
ARCHITECTS,)))
))))

Petitioner,

SETTLEMENT AGREEMENT

v.

BRADY SHAUL, Individually, and
SHAUL DESIGNS, LLC,

Respondents.

COME NOW the Complainant, State of Nebraska Board of Engineers and Architects (the "Board"), and Respondents, Brady Shaul and Shaul Designs, LLC and in consideration of the mutual covenants and agreements contained herein, stipulate and agree as follows:

THE PARTIES

1. Respondent, Brady Shaul ("Shaul"), is an individual who as an employee of Shaul Designs, LLC, he prepares blueprints and designs for custom homes, additions, renovations, and commercial projects.

2. Respondent, Shaul Designs, LLC ("Shaul Designs") is an entity that provides blueprints and designs for custom homes, additions, renovations, and commercial projects, in addition to designs and drawings of residential and commercial properties.

3. 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.

4. On September 27, 2017, the Board received a complaint regarding Shaul and Shaul Designs's involvement in 4 projects; (1) remodel of a two-story commercial building at 2021 Broadway, Scottsbluff, Nebraska ("Broadway Office"); (2) construction of the Mitchell Valley Animal Hospital at 140715 Highway 26, Mitchell, Nebraska ("Animal Hospital"); (3) construction of an addition to the Legacy of the Plains Museum at 2930 Old Oregon Trail, Gering, Nebraska ("Plains Museum"); and (4) an interior build-out of the Play Learn Grow Daycare at 820 West 42nd Street, Suite 1800, Scottsbluff, Nebraska ("Daycare").

5. On or about January 5, 2018 the Board served Shaul and Shaul Designs a Petition for Disciplinary Action alleging the following:

(A) Broadway Office:

i. In July 2017, Shaul through Shaul Designs assisted in drafting plans and prepared drawings for a remodeling project of the Broadway Office. The remodel project adversely impacted the entire two story Broadway Office commercial building consisting of 8,755 total square feet and classified as a Business (B) occupancy under the state building code as referenced in Neb. Rev. Stat. §71-6403.

ii. The drawings were not prepared by a Nebraska licensed architect or professional engineer nor did Shaul or Shaul Designs work under the supervision of a Nebraska licensed architect or professional engineer when preparing the drawings.

iii. Shaul's and Shaul Design's drawings and designs for the remodel of the Broadway Office constitute the practice of architecture in violation of Neb. Rev. Stat. §81-3449(2) and Neb. Admin. Code, Title 110, Rule 10.3.2 and the practice of engineering in violation of Neb. Rev. Stat. §81-3453(2) and Neb. Admin. Code, Title 110 Rule 10.3.2.

(B) Animal Hospital:

i. In 2013, Shaul and Shaul Designs prepared plans and drawings for the design and construction of the Animal Hospital which was to be a single-story, 3,500 square foot commercial structure classed as a Business (B) occupancy under the state building code.

ii. The drawings were not prepared by a Nebraska licensed architect or professional engineer nor did Shaul or Shaul Designs work under the supervision of a Nebraska licensed architect or professional engineer when preparing the drawings.

iii. Shaul and Shaul Design's drawings and designs for the remodel of the Animal Hospital constitute the practice of architecture in violation of Neb. Rev. Stat. §81-3449(2) and Neb. Admin. Code, Title 110, Rule 10.3.2 and the practice of engineering in violation of Neb. Rev. Stat. §81-3453(2) and Neb. Admin. Code, Title 110 Rule 10.3.2.

(C) Plains Museum:

i. From 2011 through 2012, Shaul and Shaul Designs prepared designs and drawings for the Plains Museum, which included construction designs for the existing buildings plus the construction of two additional buildings. The total area adversely impacted by the project for the commercial structure was over 5,000 square feet and classified as Assembly (A) occupancy under the state building code.

ii. The drawings were not prepared by a Nebraska licensed architect or professional engineer nor did Shaul or Shaul Designs work under the supervision of a Nebraska licensed architect or professional engineer when preparing the drawings.

iii. Shaul's and Shaul Design's for the construction of the addition for the Plains Museum constitute the practice of architecture in violation of Neb. Rev. Stat. §81-3449(2) and Neb. Admin. Code, Title 110, Rule 10.3.2 and the practice of engineering in violation of Neb. Rev. Stat. §81-3453(2) and Neb. Admin. Code, Title 110 Rule 10.3.2.

(D) Daycare:

i. From July 2016 to January 2017 Shaul and Shaul Designs prepared plans and drawings for the interior build-out of the Daycare within the existing Elite Health Center. The Daycare is a single story building consisting of 3,000 square feet and classified as Institutional, Day Care Facility (I-4) occupancy under the state building code.

ii. The drawings were not prepared by a Nebraska licensed architect or professional engineer nor did Shaul or Shaul Designs work under the supervision of a Nebraska licensed architect or professional engineer when preparing the drawings.

iii. Shaul and Shaul Design's drawings and designs for the interior build-out of the Daycare constitute the practice of architecture in violation of Neb. Rev. Stat. §81-3449(2) and Neb. Admin. Code, Title 110, Rule 10.3.6 and the practice of engineering in violation of Neb. Rev. Stat. §81-3453(2) and Neb. Admin. Code, Title 110 Rule 10.3.6.

6. Shaul and Shaul Designs acknowledge the Board's allegations and admits fault on the allegations of preparing designs and drawings without the supervision or involvement of a Nebraska licensed architect or professional engineer. In an effort to resolve this matter without further formal proceedings, Shaul and Shaul Designs agree to enter into this Settlement Agreement.

7. In the event there are any further violations of Nebraska statutes or regulations, the parties agree that the Settlement Agreement will not be construed as a legal admission by Shaul or Shaul Designs of a violation of law or regulation, except for the limited purpose as referenced in this Agreement.

8. Shaul and Shaul Designs are entitled to formal process, including a hearing as provided by law. However, the Board and Shaul and Shaul Designs have agreed by way of this Settlement Agreement to resolve this matter, without formal process, including a formal hearing. Shaul and Shaul Designs hereby waive their right to any hearing or procedure provided by law and further waive any right to review any order entered by the Board prior to an entry of final order in this case.

9. The Board agrees it will forego prosecuting the formal action against Shaul and Shaul Designs, except if necessary to enforce the terms of this Settlement Agreement, if Shaul and Shaul Designs comply with the Settlement Agreement, including the following terms:

(A) Within 18 months of approval of this Settlement Agreement, Shaul or Shaul Designs will pay Seven Thousand Dollars (\$7,000) constituting a civil penalty with respect to the violations alleged: and

(B) Within 18 months of approval of this Settlement Agreement, Shaul or Shaul Designs will pay costs as follows:

1.	Investigatory Costs:	\$15.59
2.	Attorney Fees:	\$4,920.00
3.	Court Reporter:	\$230.95
4.	Total:	\$5,166.54

(C) Shaul and Shaul Designs agree to pay one-third (1/3) the total sum of the civil penalty and the costs (\$12,166.54) every six months from the date of approval.

(D) Shaul and Shaul Designs agree to cease and desist any current and future preparation of designs or drawings which violate the Nebraska Engineers and Architects Regulation Act Neb. Rev. Stat. §§81-3401 et al or Nebraska Administrative Code Title 110.

(E) Shaul and Shaul Designs shall cease and desist any current and future advertisement of services or solicitation of projects which constitute the practice of architecture or professional engineering or showcase projects which were or are not done in compliance with Nebraska Engineers and Architects Regulation Act Neb. Rev. Stat. §81-3401 et al.


10. Shaul and Shaul Designs voluntarily agree to the terms of this Settlement Agreement.

11. Shaul and Shaul Designs agree and understand that if either are found to violate any other or separate provision of Nebraska law or regulation which govern the activities of licensed architects and professional engineers in the State of Nebraska within a period of five (5) years of executing this Settlement Agreement, the Board may consider matters referenced in this Settlement Agreement in imposing any subsequent penalty against Shaul and Shaul Designs for separate offenses.


12. Shaul and Shaul Designs agree and understand that if either does not comply in all respects with the terms of this Settlement Agreement the Board is entitled to pursue all other remedies allowed pursuant to Nebraska law and regulations, including a separate proceeding brought against Shaul and Shaul Designs with respect to the violations alleged in the complaint.


13. The parties agree and understand this Settlement Agreement is not binding unless and until it is accepted and approved by the Board.

Dated this 7 day of December, 2018

By: 
Sean Minahan, #22342

Special Assistant Attorney General
Nebraska Board of Engineers and Architects

By: 
Brady Shaul

By: 
As Owner of Shaul Designs, LLC

BOARD APPROVAL

The foregoing Settlement Agreement, having been signed and executed by Brady Shaul and Shaul Designs LLC, as well as the attorney for the Board in this particular matter, has been reviewed by the members of the Nebraska Board of Engineers and Architects, and by virtue of the signature below, this Settlement Agreement is approved by the Board.

Dated this 7 day of December, 2018

By: 
As Chair, Nebraska Board of Engineers and Architects

