

BEFORE THE NEBRASKA BOARD OF ENGINEERS AND ARCHITECTS

|                             |   |                             |
|-----------------------------|---|-----------------------------|
| IN THE MATTER OF:           | ) | COMPLAINT NO.: 24.05        |
| NEBRASKA BOARD OF ENGINEERS | ) |                             |
| AND ARCHITECTS,             | ) |                             |
|                             | ) |                             |
| Petitioner,                 | ) | <b>SETTLEMENT AGREEMENT</b> |
|                             | ) |                             |
| v.                          | ) |                             |
|                             | ) |                             |
| MICHAEL KOENIG,             | ) |                             |
|                             | ) |                             |
| Respondent.                 | ) |                             |

COME NOW the Complainant, State of Nebraska Board of Engineers and Architects (the “Board”), and Respondent, Michael Koenig (“Koenig”) (E-10487) and in consideration of the mutual covenants and agreements contained herein, stipulate and agree as follows:

**THE PARTIES**

1. Respondent, Michael Koenig (E-10487), is an individual who holds a license in the State of Nebraska for the practice of professional engineering.
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 the Nebraska Engineers and Architects Regulation Act (Neb. Rev. Stat. §§ 81-3401 – 81-3455) (the “Act”) and Title 110 of the Nebraska Administrative Code (the “Code”).
3. On or about September 22, 2023, a complaint was initiated against Respondent and submitted for the Board’s review regarding potential violations of the Act and Code.
4. Specifically, the complainant alleged that Respondent owns an equipment rental company called Skyline Equipment, LLC (“Skyline”). At all times relevant for this Agreement,

Respondent was also the Vice President of Water Operations at the Metropolitan Utilities District of Omaha (“MUD”)

5. Complainant alleged that Respondent used his position at MUD to hire Skyline through the use of subcontractors for financial gain. Complainant also alleges that Respondent failed to disclose his ownership interest in Skyline to MUD.

6. Upon further investigation, the Board finds that Respondent is in violation of Act and Code, specifically Neb. Admin. Code Title 110 5.2.7 and is subject to Disciplinary Action pursuant to the Act, Neb. Rev. Stat. §81-3444(1).

7. In an effort to resolve this matter without further formal proceedings, Respondent agrees to enter into this Settlement Agreement.

8. 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 Respondent of a violation of law or regulation, except for the limited purpose as referenced in this Agreement.

9. Respondent is entitled to formal process, including a hearing as provided by law. However, the Board and Respondent have agreed by way of this Settlement Agreement to resolve this matter, without formal process, including a formal hearing. Respondent hereby waives his right to any hearing or procedure provided by law and further waives any right to review any order entered by the Board prior to an entry of final order in this case.

10. The Board agrees it will forego prosecuting the formal action against Respondent, except, if necessary, to enforce the terms of this Settlement Agreement, if Respondent complies with the Settlement Agreement, including the following terms:

(A) Respondent's professional engineering license (E-10487) is hereby ineligible for reinstatement for a period of one (1) year beginning on the date of execution of this Agreement by the Board.

(B) Respondent is charged with the costs of this matter in the following amounts:

Attorney Fees: \$6,963.95

Investigative Costs: \$529.41

Total: \$7,493.36

The above "Total" shall be paid in equal monthly installments over a period of six (6) months beginning on the 5th day of the following month after Respondent's execution of this Settlement Agreement. If Respondent pays the balance of the Total off sooner than said six (6) month period, there shall be no prepayment penalty. Failure to pay the allocated costs will be considered a violation of this Settlement Agreement and may result in additional discipline.

11. Respondent voluntarily agrees to the terms of this Settlement Agreement.

12. Respondent agrees and understands that this Settlement Agreement and the terms outlined herein constitute a formal disciplinary action as allowed under the Nebraska Engineers and Architects Regulation Act Neb. Rev. Stat. 1-3401 et al and Neb. Admin. Code Title 110.

13. Respondent agrees and understands if he is found to violate any other or separate provision of Nebraska law or regulation which govern the activities of licensed 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 Respondent for separate offenses.

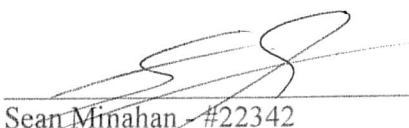
14. Respondent agrees and understands that if he does not comply in all respects with the terms of this Settlement Agreement the Board is entitled to pursue all other remedies allowed

pursuant to Nebraska law and regulations, including a separate proceeding brought against Respondent with respect to the violations alleged in the complaint.

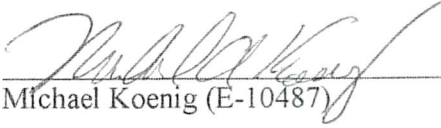
15. The parties agree and understand this Settlement Agreement is not binding unless and until it is accepted and approved by the Board.

DATED this 31<sup>ST</sup> day of August 2026.

By: \_\_\_\_\_

  
Sean Minahan - #22342  
Special Assistant Attorney General  
Nebraska Board of Engineers and Architects

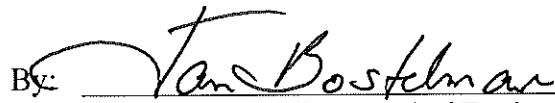
By: \_\_\_\_\_

  
Michael Koenig (E-10487)

### **BOARD APPROVAL**

The foregoing Settlement Agreement, having been signed and executed by Michael Koenig (E-10487) 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 18th day of September, 2026

By:   
As Chair, Nebraska Board of Engineers and  
Architects