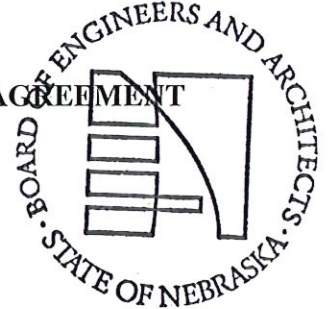


BEFORE THE NEBRASKA BOARD OF ENGINEERS AND ARCHITECTS

IN THE MATTER OF: )  
NEBRASKA BOARD OF ENGINEERS AND )  
ARCHITECTS, )  
 )  
Petitioner, )  
 )  
v. )  
 )  
NATHANIEL G. FELTEN, )  
 )  
Respondent. )

COMPLAINT NO.: #24.32

SETTLEMENT AGREEMENT



COME NOW the Complainant, State of Nebraska Board of Engineers and Architects (the "Board"), and Respondent, Nathaniel G. Felten ("Respondent") and in consideration of the mutual covenants and agreements contained herein, stipulate and agree as follows:

**THE PARTIES**

1. Respondent, Nathaniel G. Felten (E-17485), is an individual who holds a license in the State of Nebraska for the practice of 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 Neb. Rev. Stat. §§81-3401 to 81-3455 and Title 110 of the Nebraska Administrative Code.

3. On December 28, 2023, the Board received a renewal application from Respondent, wherein Respondent affirmed that Respondent had "satisfied the mandatory continuing education requirements of Nebraska."

4. On February 1, 2024, Respondent was notified that his engineering license E-17485 was randomly selected for a continuing education audit pursuant to Neb. Admin. Code Title 110 Rule 9.7, and must submit documentation verifying compliance with the continuing education requirements by August 31, 2024.

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5. Respondent did not submit documentation verifying compliance with the continuing education audit requirements of Neb. Admin. Code Title 110 Rule 9.1 by the required deadline of August 31, 2024.

6. In an effort to resolve this matter without further formal proceedings, Respondent agrees 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 Respondent of a violation of law or regulation, except for the limited purpose as referenced in this Agreement.

8. Respondent is entitled to a 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.

9. 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 shall pay to the Board a civil penalty in the amount of Five Hundred Dollars (\$500) and costs in the amount of Two Hundred Sixteen Dollars and Fifty Cents (\$216.50) within 30 days of the date of this Settlement Agreement.

(B) Respondent's license is hereby suspended for 30 days from the date the Board approves and executes this Settlement Agreement.

(C) Respondent shall cease and desist from violating any laws, rules, or orders entrusted to be enforced by the Board.

(D) Respondent understands that this Settlement Agreement represents disciplinary action against Respondent's license to practice engineering in Nebraska.

(E) Respondent will be subject to an increased chance for a continuing education audit at next license renewal.

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

11. Respondent agrees and understands that if Respondent 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.

12. Respondent agrees and understands that if Respondent does not comply in all respects with the terms of this Settlement Agreement, the Respondent's license shall be considered suspended without further action by the Board. Respondent also agrees and understands that the Board is also 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.

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 18th day of November, 2024.

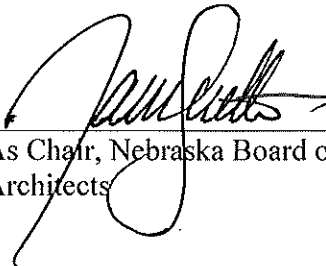
By:   
\_\_\_\_\_  
Jon Wilbeck  
Executive Director  
Nebraska Board of Engineers and Architects

By:  1-15-2025  
\_\_\_\_\_  
Nathaniel G. Felten

**BOARD APPROVAL**

The foregoing Settlement Agreement, having been signed and executed by Respondent, Nathaniel G. Felten, as well as the Executive Director 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 24 day of January, 2025.

By:  \_\_\_\_\_  
As Chair, Nebraska Board of Engineers and Architects