

BEFORE THE NEBRASKA BOARD OF ENGINEERS AND ARCHITECTS

|                                   |   |                             |
|-----------------------------------|---|-----------------------------|
| IN THE MATTER OF:                 | ) | CASE NO. 25.19              |
|                                   | ) |                             |
| NEBRASKA BOARD OF ENGINEERS       | ) |                             |
| AND ARCHITECTS,                   | ) |                             |
|                                   | ) | <b>SETTLEMENT AGREEMENT</b> |
| Petitioner,                       | ) |                             |
|                                   | ) |                             |
| v.                                | ) |                             |
|                                   | ) |                             |
| STACY SPOTANSKI, SPOTANSKI        | ) |                             |
| CREATIVE BUILDING DESIGN &        | ) |                             |
| DRAFTING, LLC, a Nebraska Limited | ) |                             |
| Liability Company,                | ) |                             |
|                                   | ) |                             |
| Respondent.                       | ) |                             |

COME NOW the Petitioner, State of Nebraska Board of Engineers and Architects (the "Board"), and Respondents, Stacy Spotanski and Spotanski Creative Building Design & Drafting, LLC and in consideration of the mutual covenants and agreements contained herein, stipulate and agree as follows:

**THE PARTIES**

1. Respondent, Stacy Spotanski ("Mr. Spotanski") is a resident of Grand Island, Nebraska and owns Spotanski Creative Building Design & Drafting LLC.
2. Respondent, Spotanski Creative Building Design & Drafting, LLC, ("Spotanski LLC") is a Nebraska Limited Liability Company registered with the Nebraska Secretary of State and a principal business address of 1811 W. 2nd Street, Suite 420, Grand Island, Nebraska.
3. Petitioner, 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").
4. Respondents were involved in a project located at 2222 N. 11th Street, Omaha, Nebraska, involving the construction of a new building addition of approximately 6,418 square feet classified as Business occupancy ("Project").
5. Respondents claim the Project was proposed by General Contractor Astro Building ("GC") and John Bellemy/Integra IFC ("Project Manager") as a design build project to Wynne Transport, Inc./Joe Wynne ("Owner").

6. Respondents claim they were asked by GC and Project Manager to create a conceptual drawing for cost estimation purposes and assemble the team of licensed architects and professional engineers to obtain construction permits.

7. Respondents allegedly notified the Owner, GC and Project Manager in writing prior to any bid process or contract that the Project would require "various engineers such as the Civil, Mechanical, Electrical, Structural as well as an architect" and that Respondents were not any of these.

8. Respondents claim the GC and Project Manager asked Respondents to determine the cost of hiring necessary design professionals for the Project to be included in the bid to the Owner. Mr. Spotanski allegedly communicated with the following licensed design professionals to obtain their prices for the Project to include in the bid: Toby Gay (architect), Toby Gay (electrical engineer), Speece Lewis Engineers (Survey and Civil Engineering), GSI (Geotechnical), Performance Engineering (Structural Engineering), and James Marshall Engineering (Mechanical Engineering). Based on those communications and communications with the Project Manager, Respondents estimated the design work estimate at \$76,550. A bid letter for the project was issued to the Owner on March 10, 2023, which: identified Astro Building as the General Contractor, stated that Astro Building will file for the building permit, provided a "Total Cost of Astro Building" of \$559,601.00, and provided a "Total Cost of Integra ICF" of \$866,391.00, which was the sum of several line items including "Architectural Design: \$76,550.00" and "Project Management Fees: \$117,750.00").

9. Respondents allege that Owner accepted the bid and that a contract was entered into among Owner, Project Manager and GC, but Respondents were not privy to that agreement.

10. In February 2024, the City of Omaha issued the construction permit for the Project based on the design package which included only signed and sealed designs and drawings from licensed engineers and an architect. Further, the architectural drawings signed and sealed by Toby Gay of Gay & Associates as the licensed architect on the Project also included the individual seal of Mr. Gay identifying him as the Coordinating Professional on the Project.

11. Respondents' involvement included but was not limited to entering into contracts; communicating with the Owner, General Contractor, Project Manager, subcontractors, and licensed professionals; communicating with government building officials; and verifying the design disciplines worked in coordination and procured approval from corresponding disciplines for changes made on the Project.

12. The Project is subject to the Nebraska Engineers and Architects Regulation Act, Neb. Rev. Stat. §§81-3401-81-3455 and does not qualify under any exemption.

13. Respondent Spotanski did not hold a license to practice engineering or architecture in the State of Nebraska at the time of the alleged actions.

14. Respondent Spotanski Creative Building Design & Drafting LLC does not hold a certificate of authorization pursuant to Neb. Rev. State. §81-3436.

15. Pursuant to Neb. Rev. Stat. §81-3437.02: "Projects involving more than one licensed architect or professional engineer shall have an architect or professional engineer designated as the coordinating professional for the entire project."

16. The Project involved more than one licensed architect and professional engineer, and therefore a Coordinating Professional was required for the entire Project.

17. "A Coordinating Professional is a licensed professional engineer, professional landscape architect, or architect...." 110 NAC 6.3.1 A Coordinating Professional's role is described in 110 NAC 6.3.2.

18. Upon review of the facts and circumstances throughout the completion of the Project, the Board finds that Mr. Spotanski performed certain activities that are required of a Coordinating Professional described in 110 NAC 6.3.2.1 - 6.3.2.3 and therefore engaged in the practice of architecture or engineering in the state without a license in violation of the Act, specifically Neb. Rev. Stat. §81-3441, §81-3442 and §81-3437.02 and 110 NAC 6.3 and is subject to Disciplinary Action pursuant to the Act, Neb. Rev. Stat. §81-3444(1).

19. Mr. Spotanski obtained a bachelor's degree in architecture from the University of Kansas in 2000. Further, the National Council of Registration Boards (NCARB) has recently sent Mr. Spotanski's NCARB Record to the Board notifying them that Mr. Spotanski has successfully met the NCARB Education Standard, completed the Architect Experience Program or its equivalent as determined and verified by NCARB, and passed all sections of the NCARB Architect Registration Examination. Mr. Spotanski has completed and submitted the Application for Initial Licensure of an Architect ("Application") along with the applicable filing fee.

20. In an effort to resolve this matter without further formal proceedings, Respondents agree to enter into this Settlement Agreement.

21. The parties agree that the Settlement Agreement will not be construed as an admission by Respondents of a violation of law or regulation. This Settlement Agreement resolves all allegations against Respondents that were or could have been alleged in this case.

22. Respondents are entitled to formal process, including a hearing as provided by law, as well as representation by counsel. However, the Board and Respondents have agreed by way of this Settlement Agreement to resolve this matter, without formal process, including a formal hearing. Upon final execution and approval of this Settlement Agreement, Respondents waive their right to any hearing or procedure provided by law and further waives any right to review any order entered by the Board approving this settlement agreement.

23. The Board agrees it will forgo prosecuting the formal action against Respondents (except, if necessary, to enforce the terms of this Settlement Agreement) if Respondents comply with the Settlement Agreement's following terms:

- (A) Respondents are charged a civil penalty in the amount of \$8,000 plus the costs of this matter in the following amounts:

Attorney Fees: \$5,525.00

Investigative Costs: \$ 906.61

**Total: \$6,431.61**

The Civil Penalty and Costs shall be paid within 180 days of Respondents' execution of this Settlement Agreement. Failure to pay the allocated penalty and costs will be considered a violation of this Settlement Agreement and may result in additional discipline.

24. Respondents voluntarily agree to the terms of this Settlement Agreement.

25. Respondents understand that this Settlement Agreement represents disciplinary Action and will be reported to the national licensure enforcement database.

26. Respondents agree and understand if either is found to violate any other or separate provision of Nebraska law or regulation which govern the activities of licensed professional engineers and architects in the State of Nebraska for actions within a period of five (5) years after executing this Settlement Agreement, the Board may consider the findings in this Settlement Agreement in imposing any subsequent penalty against Respondent for separate offenses.

27. Respondents 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 Respondent with respect to the violations alleged in the complaint.

28. The Board will review Mr. Spotanski's Application and agrees that neither the allegations in the complaint, the Board's investigation, nor this Settlement Agreement will negatively impact the Board's consideration of the Application.

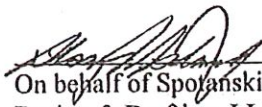
29. The parties agree and understand this Settlement Agreement is not binding unless and until it is accepted and approved by the Board.

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DATED this 18 day of September, 2026.

By:   
Sean A. Minahan, #22342  
Special Assistant Attorney General  
Nebraska Board of Engineers and Architects

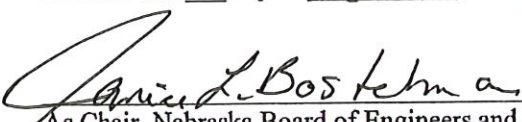
By:   
Stacy Spotanski, Respondent

By:   
On behalf of Spotanski Creative Building  
Design & Drafting, LLC

#### BOARD APPROVAL

The foregoing Settlement Agreement, having been signed and executed by Stacy Spotanski and Spotanski Creative Building Design & Drafting, 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 16 day of October, 2026.

By:   
As Chair, Nebraska Board of Engineers and Architects

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