

BEFORE THE NEBRASKA BOARD OF ENGINEERS AND ARCHITECTS

IN THE MATTER OF:)	COMPLAINT NO.: 25.36
NEBRASKA BOARD OF ENGINEERS)	
AND ARCHITECTS,)	
)	SETTLEMENT AGREEMENT
Petitioner,)	
)	
v.)	
)	
PAUL R. KIMMONS,)	
)	
Respondent.)	

COME NOW the Petitioner, State of Nebraska Board of Engineers and Architects (the “Board”), and Respondent, Paul R. Kimmons (“Kimmons”) (A-925) and in consideration of the mutual covenants and agreements contained herein, stipulate and agree as follows:

THE PARTIES

1. Respondent, Paul R. Kimmons (A-925), is an individual who holds a license in the State of Nebraska for the practice of architecture.
2. 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”) and Title 110 of the Nebraska Administrative Code.
3. In November 2025, Petitioner received plans for a 10,000 square foot addition and renovation of a Storage (S) occupancy building (the “Project”). The plans included engineering sheets bearing Respondent’s seal.
4. Upon inquiry, Respondent admitted that he was the responsible architect on the Project. Respondent also admitted that he worked with a draftsman on the architectural plans.

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Thereafter, Respondent stamped and signed a piece of paper and instructed the draftsman to affix his seal and signature to the Project plans at a later time. The draftsman was not a licensed architect or professional engineer.

5. Respondent admits that he did not review the final Project plans and did not know his seal and signature were affixed to the final Project plans.

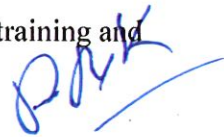
6. Respondent discovered upon notice by the Board that additional revisions and engineering work associated with the Project plans were submitted as final Project plans. Respondent was also informed that his signature and seal were affixed to the engineering sheets of the Project plans. Respondent believes the draftsman or another third party applied Respondent's seal to the engineering sheets for the Project without Respondent's permission.

7. It is unlawful to "practice or offer to practice architecture or engineering in this state without being licensed in accordance with the Engineers and Architects Regulation Act unless such practice or offer to practice is otherwise exempt under the act." Neb. Rev. Stat. § 81-3442(1)(a).

8. The Project at issue is a 10,000 square foot addition and renovation of a Storage (S) occupancy and does not fall under any recognized exemption from the Act.

9. A licensee must "act with reasonable care and competence and shall apply the technical knowledge and skill ordinarily applied by licensees of good standing in the same locality." 110 Neb. Admin. Code 5.1.1.

10. Furthermore, the "licensee shall not sign, seal, or attest to any work pertaining to any technical discipline or specialty that the licensee does not have professional training and experience." 110 Neb. Admin. Code 5.1.6.



11. The “licensee shall not sign or seal drawings, specification, reports, or other professional work for which they do not have direct supervision.” 110 Neb. Admin. Code 5.5.2.

12. Finally, “architects and professional engineers are responsible for providing adequate security over their seal and signature wherever it appears, regardless of whether the seal and signature is produced electronically or by other means.” 110 Neb. Admin. Code 6.1.8.

13. Respondent’s signature and seal on the engineering sheets of the Project plans may constitute the unlicensed practice of professional engineering in the State of Nebraska in violation of Neb. Rev. Stat. § 81-3442(1)(a), 110 Neb. Admin. Code 5.1.1, 5.1.6 and 5.5.2.

14. Respondent providing his signature and seal to an unlicensed third party to affix on non-finalized Project plans and engineering sheets, knowingly or unknowingly, may constitute a violation of 110 Neb. Admin. Code 6.1.8.

15. Pursuant to the information gathered, the Board has reason to believe that Respondent is in violation of Neb. Rev. Stat. §81-3442(1)(a), 110 Neb. Admin. Code 5.1.1, 5.1.6, 5.5.2 and 6.1.8 and may be subject to Disciplinary Action pursuant to Neb. Rev. Stat. § 81-3444.

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

17. 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.

18. Respondent is entitled to formal process, including a hearing as provided by law, to be attend with or without legal representation. However, the Board and Respondent have

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agreed by way of this Settlement Agreement to resolve this matter, without formal process, including 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 the entry of final order in this case.

19. 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:

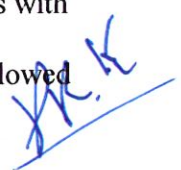
- (A) Respondent voluntarily surrenders his architects license (A-925) effective upon Respondent's signature and execution of this Settlement Agreement.
- (B) Respondent cease and desist any current or future activities involving the practice of architecture in the State of Nebraska.

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

21. Respondent and the Board understand and acknowledge that this Settlement Agreement and voluntary license surrender do not represent disciplinary action against Respondent's license to practice architecture in the State of Nebraska and will not be reported to the national licensure enforcement database.

22. 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.

23. 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

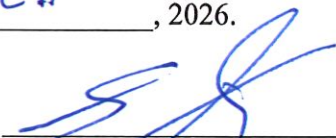


pursuant to Nebraska law and regulations, including a separate proceeding brought against Respondent with respect to the violations alleged in the complaint.

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

DATED this 19 day of March, 2026.

By:


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

By:


Paul R. Kimmons (A-925)

BOARD APPROVAL

The foregoing Settlement Agreement, having been signed and executed by Paul R. Kimmons (A-925) 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 27th day of March, 2026.

By:


As Chair, Nebraska Board of Engineers and Architects
