

NEBRASKA STATE BOARD OF EXAMINERS FOR LAND SURVEYORS

March 26, 2026

The Nebraska Board of Examiners for Land Surveyors (Board) convened at 9:00 a.m. at 555 N. Cotner Blvd., Lower Level, Lincoln, NE, with the following members present:

Jeremy D. Feusner, Chairperson (Chair)
Thomas A. Tremel, Vice Chairperson
Virlyn S. Bolte
Mary L. Pro
Dennis L. Whitfield

Casey Sherlock, Ex Officio Secretary of the Examining Board (Secretary)

Others present:
Roger Carrell, Omaha, NE
Timothy Fish, Kitty Hawk, NC
Christina Hopp, EVS, Ellsworth, WI
Jeffrey Van Horn, Wellington, CO
Jerry Penry, Deputy State Surveyor
Gerri Monahan, Admin. Asst.

Public notice of this meeting was given by publication in the *Lincoln Journal Star* on March 13, 2026.

The Chair stated that this meeting was being held in compliance with the updated Nebraska Open Meetings Act (Act) and that a current copy of the Act was available on the table.

All items were voted on by roll call.

Bolte moved and Tremel seconded to approve the January 15, 2026, NBELS Board meeting minutes as presented.

Voting Aye: Feusner, Pro, Tremel, Whitfield, Bolte.

Motion carried.

Bolte moved and Pro seconded that the NBELS January and February expense vouchers be approved:

Bolte, Virlyn, January Board Meeting mileage	100.05
DAS IMServices, December exchange services	58.00
DAS Materiel, December postage	55.95
Feusner, Jeremy, January Board Meeting mileage	174.00
Lincoln Journal Star, January Meeting notice	11.87
NCEES 2026 Member Board Fee	2,000.00
Office Support Staff, 2 nd Qtr, FY 25-26	4,257.21
Office Rental Space, 3 rd Qtr, FY 25-26	582.25
Tremel, Thomas, January Board Meeting mileage	117.45
Whitfield, Denny, January Board Meeting mileage	<u>72.50</u>
January Total	\$7,429.28
DAS IMServices, January exchange services	58.00
DAS Materiel, January postage	<u>9.63</u>

February Total \$67.63

Voting Aye: Pro, Tremel, Whitfield, Bolte, Feusner.

Motion carried.

Bolte moved and Pro seconded that the Board go into closed session at 9:05 a.m. with Sherlock, Penry, and Monahan present to conduct reciprocity exam applicant interviews and to prevent needless injury to a person's reputation, as such person/s has not requested a public meeting.

Voting Aye: Tremel, Whitfield, Bolte, Feusner, Pro.

Motion carried.

The Chair stated that the discussion in the closed session would be limited to interviews with reciprocity exam applicants.

Pro moved and Bolte seconded that the Board return to open session at 9:53 a.m.

Voting Aye: Whitfield, Bolte, Feusner, Pro, Tremel.

Motion carried.

The Chair stated that no subject matter other than the reciprocity exam applicant interviews was discussed in the closed session.

Pro moved and Bolte seconded that the Board go into closed session at 9:56 a.m. with Sherlock, Penry, Monahan, and a Professional Land Surveyor present to discuss Complaint 24-3 and to prevent needless injury to a person's reputation, as such person has not requested a public meeting.

Voting Aye: Bolte, Feusner, Pro, Tremel, Whitfield.

Motion carried.

The Chair stated that discussion in the closed session would be limited to Complaint 24-3.

A Professional Land Surveyor was in attendance from 9:56 a.m. to 11:04 a.m.

Pro moved and Bolte seconded that the Board return to open session at 11:06 a.m.

Voting Aye: Feusner, Pro, Tremel, Whitfield, Bolte.

Motion carried.

The Chair stated that no subject matter other than Complaint 24-3 was discussed in the closed session.

The agenda was adjusted to accommodate a guest.

Bolte moved and Pro seconded that the Board go into closed session at 11:10 am. with Sherlock, Penry, Monahan, and a professional land surveyor present to discuss land surveying practices, minimum standards, and land surveyor performance reviews, and to prevent needless injury to the reputation of a person, and as such person/s has not requested a public meeting.

Voting Aye: Pro, Tremel, Whitfield, Bolte, Feusner.

Motion carried.

The Chair stated that discussion in the closed session would be limited to land surveying practices, minimum standards, and land surveyor performance reviews.

A Professional Land Surveyor was in attendance from 11:10 a.m. to 12:00 p.m.

Pro moved and Tremel seconded that the Board return to open session at 12:04 p.m.

Voting Aye: Tremel, Whitfield, Bolte, Feusner, Pro.

Motion carried.

Bolte moved and Pro seconded that the Board go into closed session at 12:05 p.m. with Sherlock, Penry, and Monahan present to discuss Complaints 25-2 and 24-3 and to prevent needless injury to a person's reputation, as such person has not requested a public meeting.

Voting Aye: Whitfield, Bolte, Feusner, Pro, Tremel.

Motion carried.

The Chair stated that discussion in the closed session would be limited to Complaints 25-2 and 24-3.

Pro moved and Bolte seconded that the Board return to open session at 12:38 p.m.

Voting Aye: Bolte, Feusner, Pro, Tremel, Whitfield.

Motion carried.

The Chair stated that no subject matter other than Complaints 25-2 and 24-3 was discussed in the closed session.

The Board took a working lunch from 12:38 p.m. to 1:20 p.m.

Tremel moved and Pro seconded that Complaint 24-3 be tabled until guidance from the Attorney General is received regarding the result of the Settlement Agreement probational period and continued alleged violations of the Minimum Standards for Surveys in Nebraska.

Voting Aye: Feusner, Pro, Tremel, Whitfield, Bolte.

Motion carried.

Bolte moved and Tremel seconded that the Board go into closed session at 1:28 p.m. with Sherlock, Penry, and Monahan present to discuss land surveying practices, minimum standards, and land surveyor performance reviews, and to prevent needless injury to the reputation of a person, and as such person/s has not requested a public meeting.

Voting Aye: Pro, Tremel, Whitfield, Bolte, Feusner.

Motion carried.

The Chair stated that discussion in the closed session would be limited to land surveying practices, minimum standards, and land surveyor performance reviews.

Pro moved and Bolte seconded that the Board return to open session at 2:41 p.m.

Voting Aye: Tremel, Whitfield, Bolte, Feusner, Pro.

Motion carried.

The Chair stated that no subject matter other than land surveying practices, minimum standards, and land surveyor performance reviews was discussed in the closed session.

The Board and Secretary will continue to monitor surveys not in compliance with the requirements for the Minimum Standards for Surveys in Nebraska.

Pro moved and Bolte seconded that the Secretary pursue a formal Complaint 26-1 against PLS 585 and send him a copy charging him with negligence or incompetence in the performance of his duties as a Nebraska licensed Professional Land Surveyor.

Voting Aye: Whitfield, Bolte, Feusner, Pro, Tremel.

Motion carried.

Bolte moved and Pro seconded that the Secretary pursue formal Complaint 26-2 against PLS 810 for violating the Land Surveyors Regulation Act of Nebraska and send a copy to him requesting a response within 7 days to provide a list of all surveys done in Nebraska and not filed in the State Records Repository, along with an estimated completion date of survey revisions.

Voting Aye: Bolte, Feusner, Pro, Tremel, Whitfield.

Motion carried.

Pro moved and Tremel seconded that the Secretary send a letter to PLS 621 instructing him to send the updated survey revisions to the Board's email at: nbels.board@nebraska.gov, indicating the revisions are "for review before filing".

Voting Aye: Feusner, Pro, Tremel, Whitfield, Bolte.

Motion carried.

Pro moved and Bolte seconded that the Secretary send a letter to PLS 775 stating that the Board discussed payment options and made a motion that all of the fines are to be paid in full before the end of the Settlement Agreement. Failure to comply with the terms of the agreement before the end of the probationary period will result in formal charges.

Voting Aye: Pro, Tremel, Whitfield, Bolte, Feusner.

Motion carried.

Bolte moved and Pro seconded that the Secretary pursue formal Complaint 26-3 and send a copy to PLS 727 regarding the surveys reviewed by the Board. The PLS is to appear at the next meeting, bringing data and records pertaining to the surveys in question.

Voting Aye: Tremel, Whitfield, Bolte, Feusner, Pro.

Motion carried.

Pro moved and Bolte seconded that the Board go into closed session at 2:59 p.m. with Sherlock, Penry, and Monahan present to discuss Class 1 – Land Surveyor Application, Class 2 Reciprocity Land Surveyor Application, Class 2 – Reciprocity Land Surveyor Registration, and Reinstatement of Canceled Registration, and to prevent needless injury to the reputation of a person, and as such a person/s has not requested a public meeting.

Voting Aye: Whitfield, Bolte, Feusner, Pro, Tremel.

Motion carried.

The Chair stated that discussion in the closed session would be limited to Class 1 – Land Surveyor Application, Class 2 Reciprocity Land Surveyor Application, Class 2 – Reciprocity Land Surveyor Registration, and Reinstatement of Canceled Registration.

Bolte moved and Pro seconded that the Board return to open session at 3:26 p.m.

Voting Aye: Bolte, Feusner, Pro, Tremel, Whitfield.

Motion carried.

The Chair stated that no subject matter other than Class 1 – Land Surveyor Application, Class 2 Reciprocity Land Surveyor Application, Class 2 – Reciprocity Land Surveyor Registration, and Reinstatement of Canceled Registration was discussed in the closed session.

Bolte moved and Pro seconded that the Class 1 application of Brandon Odell Wood for a Nebraska Professional Land Surveyor License be approved, and he is permitted to take the Principles and Practice of Surveying (PS) and Nebraska State-Specific Land Surveyor examinations.

Voting Aye: Bolte, Feusner, Pro, Tremel, Whitfield.

Motion carried.

Pro moved and Bolte seconded that the Class 1 application of Brian J. Morgan for a Nebraska Professional Land Surveyor License be approved, and he is permitted to take the Principles and Practice of Surveying (PS) and Nebraska State-Specific Land Surveyor examinations.

Voting Aye: Feusner, Pro, Tremel, Whitfield, Bolte.

Motion carried.

Bolte moved and Pro seconded that the Class 1 application of Dustin Michael Cotter for a Nebraska Professional Land Surveyor License be approved, and he is permitted to take the Principles and Practice of Surveying (PS) and Nebraska State-Specific Land Surveyor examinations.

Voting Aye: Pro, Tremel.

Voting Nay: Feusner, Whitfield, Bolte.

Motion failed.

Bolte moved and Pro seconded the Class 1 Application of Dustin Michael Cotter for a Nebraska Professional Land Surveyor registration be tabled for one year to obtain more land surveying experience to be considered for approval for examination as a professional land surveyor. New experience logs and references are to be submitted by February 1, 2027.

Voting Aye: Tremel, Whitfield, Bolte, Feusner, Pro.

Motion carried.

Pro moved and Bolte seconded that inasmuch as Erik R. Johnston passed the Principles and Practice of Surveying (PS) examination on July 17, 2025, passed the Nebraska State-Specific Land Surveyor examination on March 25, 2026, and has completed the requirements for Class 1 registration in Nebraska, and upon receipt of the \$100.00 license fee, he be granted registration dated March 26, 2026, under Certificate No. 878.

Voting Aye: Whitfield, Bolte, Feusner, Pro, Tremel.

Motion carried.

Bolte moved and Pro seconded that the Class 2 application of Chad Jon Nolte for a Nebraska Professional Land Surveyor License by reciprocity from Minnesota be approved, and that he be required to appear before the Secretary for the Nebraska State Specific Land Surveyor examination and appear before the Board for an interview.

Voting Aye: Bolte, Feusner, Pro, Tremel, Whitfield.

Motion carried.

Pro moved and Bolte seconded that the Class 2 application of Michael Severson for a Nebraska Professional Land Surveyor License by reciprocity from South Dakota be approved, and that he be required to appear before the Secretary for the Nebraska State Specific Land Surveyor examination and appear before the Board for an interview.

Voting Aye: Feusner, Pro, Tremel, Whitfield, Bolte.

Motion carried.

Bolte moved and Pro seconded that the Class 2 application of Jacob Royce Carroll for a Nebraska Professional Land Surveyor License by reciprocity from Oklahoma be approved, and that he be required to appear before the Secretary for the Nebraska State Specific Land Surveyor examination and appear before the Board for an interview.

Voting Aye: Pro, Tremel, Whitfield, Bolte, Feusner.

Motion carried.

Pro moved and Bolte seconded that the Class 2 application of Matthew Mark Anderson for a Nebraska Professional Land Surveyor License by reciprocity from North Dakota be approved, and that he be required to appear before the Secretary for the Nebraska State Specific Land Surveyor examination and appear before the Board for an interview.

Voting Aye: Tremel, Whitfield, Bolte, Feusner, Pro.

Motion carried.

Bolte moved and Pro seconded that since Christina Marie Hopp passed the Nebraska reciprocity examination on March 25, 2026, and has completed the requirements for Class 2 land surveyor registration in Nebraska, by reciprocity from Minnesota, and that upon a \$100.00 registration fee, she be granted registration dated March 26, 2026, under Certificate No. 879.

Voting Aye: Whitfield, Bolte, Feusner, Pro, Tremel.

Motion carried.

Pro moved and Bolte seconded that since Jeffrey L. Van Horn took the Nebraska reciprocity examination on March 25, 2026, and has completed the requirements for Class 2 land surveyor registration in Nebraska, by reciprocity from West Virginia, and that upon a \$100.00 registration fee, he be granted registration dated March 26, 2026, under Certificate No. 880.

Voting Aye:

Voting Nay: Bolte, Feusner, Pro, Tremel, Whitfield.

Motion failed.

Bolte moved and Pro seconded that inasmuch as Aaron J. Handl, PLS 803, reciprocity from Colorado, has completed the requirements for reinstatement with his Professional Development Hours (PDH) he be approved for licensure upon receipt of the \$220.00 reinstatement fee due no later than April 26, 2026. Reinstatement is effective on receipt of payment.

Voting Aye: Feusner, Pro, Tremel, Bolte.

Voting Nay: Whitfield.

Motion carried.

The Board's decision to approve or not approve applicants is based upon the results of the take-home questionnaire, examination, interview, and application as a whole. The Board reviews for an adequate

demonstration of the level of knowledge of the Public Land Survey System (PLSS) and Nebraska surveying statutes necessary to approve applicants.

The Board is scheduling the Nebraska State Specific land surveyor exam for the day before a Board meeting and interviewing candidates the following day at the Board meeting.

Before formally filing surveys in the Nebraska State Survey Records Repository, newly licensed professional land surveyors are asked to email their first five Nebraska surveys, in PDF form, to the Nebraska State Surveyor. This is a courtesy service to help licensed land surveyors get started in the right direction with the potential unique situations that may arise when surveying in the State of Nebraska.

Bolte moved and Pro seconded to table agenda items #12 (PLS Biennial Renewals) and #13 (Rules and Regulations) to the April meeting.

Voting Aye: Pro, Tremel, Whitfield, Bolte, Feusner.

Motion carried.

The Board discussed the new and renewed Certificates of Authorization and the lack of renewals for those filing surveys in the State Records Repository. The Secretary is to notify the companies with an expired status.

Pro moved and Bolte seconded that the Board ratify the new and renewed Certificates of Authorizations received since January 14, 2026.

Voting Aye: Tremel, Whitfield, Bolte, Feusner, Pro.

Motion carried.

Secretary Sherlock gave a few highlights of the legislative session: Budget cuts and agency review of regulations.

Whitfield highlighted a flow chart and fines for Settlement Agreements that he drafted. This will be further discussed at the April Board meeting.

Enforcement matters, PLS licensed biennial renewals process, audits, and review of Chapter 7 in the Board's Rules and Regulations will be discussed at the April meeting.

The next Board meeting will be held on April 16, 2026, at 9:00 a.m. at 555 N. Cotner Blvd., in the Lower Level Conference Room, Lincoln, NE.

Bolte moved and Pro seconded that the Board meeting be adjourned at 4:13 p.m.

All in favor.

Motion carried.

Casey C. Sherlock, Ex Officio Secretary
NE Board of Examiners for Land Surveyors

The mission of the State Board of Examiners for Land Surveyors is to enforce and administer the laws relating to the regulation of land surveying through licensing in Nebraska and to ensure the quality of land surveying in Nebraska for the protection of the public.

BOARD OF EXAMINERS FOR LAND SURVEYORS

CASEY C. SHERLOCK
LL
Secretary



555 North Cotner Blvd.,

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SETTLEMENT AGREEMENT

THIS AGREEMENT (Settlement Agreement) made this 15th day of January 2026, by and between the Nebraska Board of Examiners for Land Surveyors (Board) and licensed professional land surveyor Jason R. Latzke, PLS 707 (Latzke), referred to collectively as the "Parties" or individually as "Party".

WHEREAS the Board initiated an investigation of surveys pertaining to the Milligan Wind Farm project in Saline County, Nebraska, completed by Latzke in coordination with the former Saline County Surveyor, Nicholas P. Siedschlag, PLS 775;

WHEREAS the investigation led to the discovery of surveys which the Board deems noncompliant with the standards of practice for land surveying and in violation of the Minimum Standards for Land Surveys in the State of Nebraska;

WHEREAS the Board met in person with Latzke on May 22, 2025, to discuss the investigation of the survey practices of Latzke, and the proper procedures for the survey of land in the State of Nebraska; and directed Latzke to modify the said surveys; and

WHEREAS Latzke admits to certain allegations asserted by the Board with respect to said surveys; and

WHEREAS the Board and Latzke desire to resolve this matter without the expense and burden of formal administrative proceedings, and the Parties are willing to accept this Settlement Agreement in full and final resolution of the allegations; therefore

IN CONSIDERATION of the foregoing and to resolve any issues between the Board and Latzke resulting from the investigation, the Parties hereby stipulate and agree as follows:

1. Latzke agrees to serve a probationary period of twelve (12) months commencing immediately.
2. Latzke hereby confirms that he has made all modifications to said surveys as requested by the Board and has filed said surveys in the Nebraska Survey Record Repository as directed by the Board.
3. Latzke agrees to pay a share of the expenses of the Board's investigation of said surveys in the amount of \$1,500, made payable to "Board of Examiners for Land Surveyors".
4. The Board agrees to close the investigation without further action.
5. The Parties both acknowledge and represent that:

BOARD OF EXAMINERS FOR LAND SURVEYORS

CASEY C. SHERLOCK

LL

Secretary

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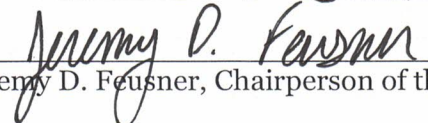
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- a. Each Party has read this Settlement Agreement in its entirety and fully understands all of its terms and conditions and the ramifications and consequences thereof;
- b. Each Party consents to the terms of this Settlement Agreement;
- c. Each Party has been given the opportunity to consult with legal counsel prior to executing this Settlement Agreement and Mutual Release;
- d. Each Party agrees that the terms and provisions of this Settlement Agreement are contractual and not merely recitals;
- e. Each Party has freely and voluntarily signed this Settlement Agreement;
- f. Each Party agrees that this Settlement Agreement shall constitute the entire agreement between the Parties. No other statement, promise, or agreement, either written or oral, made by any Party or agents of any Party, that is not contained in this written Settlement Agreement, will be enforceable;
- g. If any one or more of the provisions of this Settlement Agreement is found to be invalid, illegal, or unenforceable under any state or federal law or authority, the remainder of this Settlement Agreement shall remain in full force and effect and binding upon the Parties. Further, any provision found to be invalid, illegal, or unenforceable shall be deemed, without further action on the part of the Parties to this Settlement Agreement to be modified, amended, and/or limited to the minimum extent necessary to render such clauses and/or provisions valid and enforceable; and
- h. This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska. The Parties agree that any claim, suit, or other proceeding arising under or related to the enforcement of this Settlement Agreement shall be brought in the District Court for Lancaster County in Lincoln, Nebraska.

Signed this 26th day of January, 2026.

By: 
Jason R. Latzke, PLS 707

Signed this 15th day of January, 2026.

By: 
Jeremy D. Feusner, Chairperson of the Board

BOARD OF EXAMINERS FOR LAND SURVEYORS

CASEY C. SHERLOCK

Secretary

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SETTLEMENT AGREEMENT OPTION A

²⁰²⁶ THIS AGREEMENT (Settlement Agreement) made this 15th day of January,
^{JDF} ~~2025~~, by and between the Nebraska Board of Examiners for Land Surveyors (Board) and licensed professional land surveyor Nicholas P. Siedschlag, PLS 775 (Siedschlag), referred to collectively as the "Parties" or individually as "Party".

WHEREAS the Board received a report of suspected fraudulent section corner restoration and initiated an investigation of surveys pertaining to the Milligan Wind Farm project in Saline County, Nebraska, completed by Jason R. Latzke, PLS 707, in coordination with the former Saline County Surveyor, Siedschlag.

WHEREAS the investigation led to the discovery of evidence of negligence in the performance of the duties of the county surveyor relating to said surveys which do not appear to comply with the laws pertaining to the restoration of lost or obliterated section corners, the standards of practice for land surveying and appear to be in violation of the Minimum Standards for Land Surveys in the State of Nebraska; and

WHEREAS the Board having conducted a review and an investigation of said surveys, has found evidence that Siedschlag is in violation of the laws pertaining to the duties of the county surveyor in the restoration of lost or obliterated corners, the standards of practice for land surveying and violated the Minimum Standards for Land Surveys in the State of Nebraska; and

WHEREAS the Board and Siedschlag having met in person on September 11, 2025, to discuss the investigation of the survey practices of Siedschlag, and the proper procedures for the survey of land in the State of Nebraska; therefore

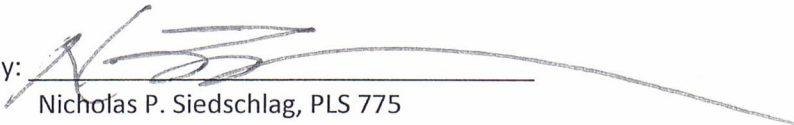
IN CONSIDERATION of the findings of evidence of violations of the duties of the county surveyor, the standards of practice for land surveying and evidence of violations of the Minimum Standards for Land Surveys in the State of Nebraska by Siedschlag and to resolve any issues between the Board and Siedschlag resulting from the investigation, the Parties hereby stipulate and agree as follows:

1. Siedschlag agrees to serve a probationary period of twelve (12) months commencing immediately.
2. Siedschlag agrees to pay a fine in the amount of \$10,000, made payable to "Nebraska State Treasurer".
3. Siedschlag agrees to pay a share of the expenses of the Board's investigation of said surveys in the amount of \$1,500, made payable to "Board of Examiners for Land Surveyors".
4. The Board agrees to close the investigation without further action.

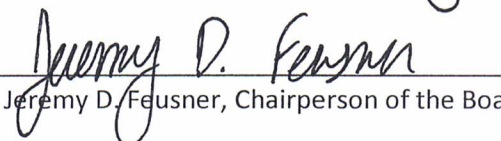
5. The Parties both acknowledge and represent that:

- a. Each Party has read this Settlement Agreement in its entirety and fully understands all of its terms and conditions and the ramifications and consequences thereof;
- b. Each Party consents to the terms of this Settlement Agreement;
- c. Each Party has been given the opportunity to consult with legal counsel prior to executing this Settlement Agreement and Mutual Release;
- d. Each Party agrees that the terms and provisions of this Settlement Agreement are contractual and not merely recitals;
- e. Each Party has freely and voluntarily signed this Settlement Agreement;
- f. Each Party agrees that this Settlement Agreement shall constitute the entire agreement between the Parties. No other statement, promise, or agreement, either written or oral, made by any Party or agents of any Party, that is not contained in this written Settlement Agreement, will be enforceable;
- g. If any one or more of the provisions of this Settlement Agreement is found to be invalid, illegal, or unenforceable under any state or federal law or authority, the remainder of this Settlement Agreement shall remain in full force and effect and binding upon the Parties. Further, any provision found to be invalid, illegal, or unenforceable shall be deemed, without further action on the part of the Parties to this Settlement Agreement to be modified, amended, and/or limited to the minimum extent necessary to render such clauses and/or provisions valid and enforceable; and
- h. This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska. The Parties agree that any claim, suit, or other proceeding arising under or related to the enforcement of this Settlement Agreement shall be brought in the District Court for Lancaster County in Lincoln, Nebraska.

Signed this 31 day of DECEMBER, 2025.

By: 
Nicholas P. Siedschlag, PLS 775

Signed this 15th day of January, 2026.

By: 
Jeremy D. Feusner, Chairperson of the Board

BOARD OF EXAMINERS FOR LAND SURVEYORS

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SETTLEMENT AGREEMENT

THIS AGREEMENT (Settlement Agreement) made this 24th day of February, 2025, by and between the Nebraska Board of Examiners for Land Surveyors (Board) and licensed professional land surveyor Clarence Roger Carrell, PLS 306 (Carrell), referred to collectively as the "Parties".

WHEREAS Complaint 24-3 (the complaint) was made by a professional land surveyor against Carrell for performing surveys which do not comply with the standards of practice for land surveying and are in violation of the Minimum Standards for Land Surveys in the State of Nebraska; and

WHEREAS the Board having conducted a review and an investigation of said surveys, has found many of Carrell's surveys to be in violation of the standards of practice for land surveying and are in violation of the Minimum Standards for Land Surveys in the State of Nebraska; and

WHEREAS the Board and Carrell having met in person on January 16, 2025, to discuss the complaint, the deficient surveys of Carrell, and the proper procedures for the survey of land in the State of Nebraska; therefore

IN CONSIDERATION of the findings of violations of the standards of practice for land surveying and violations of the Minimum Standards for Land Surveys in the State of Nebraska by Carrell and to resolve any issues between the Board and Carrell resulting from the complaint, the Parties hereby stipulate and agree as follows:

1. Carrell agrees to serve a probationary period of Twelve (12) months commencing immediately.
2. Carrell agrees to pay a fine in the amount of \$2,500.
3. The Board agrees to close Complaint 24-3 without further action.
4. The Parties both acknowledge and represent that:
 - a. Each Party has read this Settlement Agreement in its entirety and fully understands all of its terms and conditions and the ramifications and consequences thereof;
 - b. Each Party consents to the terms of this Settlement Agreement;
 - c. Each Party has been given the opportunity to consult with legal counsel prior to executing this Settlement Agreement and Mutual Release;

- d. Each Party agrees that the terms and provisions of this Settlement Agreement are contractual and not merely recitals;
- e. Each Party has freely and voluntarily signed this Settlement Agreement;
- f. Each Party agrees that this Settlement Agreement shall constitute the entire agreement between the Parties. No other statement, promise, or agreement, either written or oral, made by any Party or agents of any Party, that is not contained in this written Settlement Agreement, will be enforceable;
- g. If any one or more of the provisions of this Settlement Agreement is found to be invalid, illegal, or unenforceable under any state or federal law or authority, the remainder of this Settlement Agreement shall remain in full force and effect and binding upon the Parties. Further, any provision found to be invalid, illegal, or unenforceable shall be deemed, without further action on the part of the Parties to this Settlement Agreement to be modified, amended, and/or limited to the minimum extent necessary to render such clauses and/or provisions valid and enforceable; and
- h. This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska. The Parties agree that any Claim, suit, or other proceeding arising under or related to the enforcement of this Settlement Agreement shall be brought in the District Court for Lancaster County in Lincoln, Nebraska.

Signed this 24th day of February, 2025.

By: Clarence Roger Carrell
Clarence Roger Carrell

Signed this 24th day of February, 2025.

By: Virlyn S. Bolte
Virlyn S. Bolte, Chairperson of the Board

BOARD OF EXAMINERS FOR LAND SURVEYORS

CASEY C. SHERLOCK
Secretary

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SETTLEMENT AGREEMENT

THIS AGREEMENT (Settlement Agreement) made this 15th day of January, 2026, by and between the Nebraska Board of Examiners for Land Surveyors (Board) and licensed professional land surveyor Ronald D. Hill, PLS 373 (Hill), referred to collectively as the "Parties" or individually as "Party".

WHEREAS Complaint 25-2 (the complaint) was made by another licensed land surveyor against Hill for performing surveys itemized and redlined submitted with the complaint which do not comply with the standards of practice for land surveying and are in violation of the Minimum Standards for Land Surveys in the State of Nebraska; and

WHEREAS the complaint further alleges violations of Nebraska Revised Statute 81-8,122.01;

WHEREAS the Board having conducted a review and an investigation of said surveys, has found evidence that Hill's surveys are in violation of the standards of practice for land surveying and are in violation of the Minimum Standards for Land Surveys in the State of Nebraska, and evidence that many failed to comply with the requirement for filing said surveys; and

WHEREAS the Board and Hill having met in person on October 16, 2025, to discuss the complaint, the deficient surveys of Hill, and the proper procedures for the survey of land in the State of Nebraska; therefore

IN CONSIDERATION of the findings of evidence of violations of the standards of practice for land surveying and evidence of violations of the Minimum Standards for Land Surveys in the State of Nebraska and evidence of the failure to file surveys in the Nebraska Survey Record Repository by Hill and to resolve any issues between the Board and Hill resulting from the complaint, the Parties hereby stipulate and agree as follows:

1. Hill agrees to serve a probationary period of twelve (12) months commencing immediately.
2. Hill agrees to immediately commence with completing corrections to the surveys investigated and discussed by utilizing guidance from the Board.
3. Hill agrees to file all surveys as required by Nebraska Revised Statute 81-8,122.01.
4. Hill agrees to pay a fine in the amount of \$3,000, made payable to "Nebraska State Treasurer", to be delivered to the office of the Nebraska State Surveyor on or before May 15, 2026.

BOARD OF EXAMINERS FOR LAND SURVEYORS

CASEY C. SHERLOCK
Secretary

www.nbels.nebraska.gov



555 North Cotner Blvd., LL
Lincoln, Nebraska 68505-2353
nbels@nebraska.gov
402.471.2566

5. Hill agrees to pay the expenses of the Board review and investigation of said Hill surveys in the amount of \$1,500, made payable to "Board of Examiners for Land Surveyors" to be delivered to the office of the Nebraska State Surveyor on or before May 15, 2026.
6. The Board agreed to issue corrective guidance regarding the surveys investigated and discussed.
7. The Board agrees to close Complaint 25-2 without further action.
8. The Parties both acknowledge and represent that:
 - a. Each Party has read this Settlement Agreement in its entirety and fully understands all of its terms and conditions and the ramifications and consequences thereof;
 - b. Each Party consents to the terms of this Settlement Agreement;
 - c. Each Party has been given the opportunity to consult with legal counsel prior to executing this Settlement Agreement and Mutual Release;
 - d. Each Party agrees that the terms and provisions of this Settlement Agreement are contractual and not merely recitals;
 - e. Each Party has freely and voluntarily signed this Settlement Agreement;
 - f. Each Party agrees that this Settlement Agreement shall constitute the entire agreement between the Parties. No other statement, promise, or agreement, either written or oral, made by any Party or agents of any Party, that is not contained in this written Settlement Agreement, will be enforceable;
 - g. If any one or more of the provisions of this Settlement Agreement is found to be invalid, illegal, or unenforceable under any state or federal law or authority, the remainder of this Settlement Agreement shall remain in full force and effect and binding upon the Parties. Further, any provision found to be invalid, illegal, or unenforceable shall be deemed, without further action on the part of the Parties to this Settlement Agreement to be modified, amended, and/or limited to the minimum extent necessary to render such clauses and/or provisions valid and enforceable; and
 - h. This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska. The Parties agree that any claim, suit, or other proceeding arising under or related to the enforcement of this Settlement Agreement shall be brought in the District Court for Lancaster County in Lincoln, Nebraska.

BOARD OF EXAMINERS FOR LAND SURVEYORS

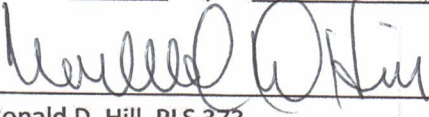
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Signed this 22nd day of JANUARY, 2026.

By: 
Ronald D. Hill, PLS 373

Signed this 15th day of January, 2026.

By: 
Jeremy D. Feusner, Chairperson of the Board

37-009