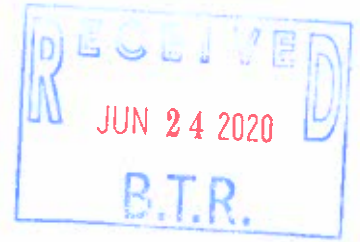


BEFORE THE ARIZONA STATE
BOARD OF TECHNICAL REGISTRATION



<p>In the Matter of:</p> <p>John Neugebauer Non-Registrant</p> <p>Respondent</p>	<p>Case No. P20-032</p> <p>CONSENT AGREEMENT and ORDER OF DISCIPLINE</p>
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In the interest of a prompt and judicious resolution of the above-captioned matter before the Arizona State Board of Technical Registration (“Board”) and consistent with the public interest, statutory requirements, and the responsibilities of the Board, and pursuant to A.R.S. § 32-101 et seq., and A.A.C. R4-30-120(G), the undersigned party, John Neugebauer, Non-Registrant, (“Respondent”) and the Board enter into the following Recitals, Findings of Fact, Conclusions of Law and Order (“Consent Agreement”) as a final disposition of this matter.

RECITALS

1. Respondent has read and understands this Consent Agreement and has had the opportunity to discuss this Consent Agreement with an attorney, or has waived the opportunity to discuss this Consent Agreement with an attorney.

2. Respondent understands that he has a right to a public administrative hearing concerning this case. He further acknowledges that at such formal hearing he could present evidence and cross-examine witnesses. By entering into this Consent Agreement, Respondent knowingly, voluntarily, and irrevocably waives his right to such an administrative hearing, as well as rights of rehearing, review, reconsideration, appeal, judicial review or any other administrative and/or judicial action concerning the matters set forth herein.

3. Respondent affirmatively agrees that this Consent Agreement shall be irrevocable.

1 4. Respondent understands that this Consent Agreement or any part of the agreement
2 may be considered in any future disciplinary action by the Board against him.

3 5. The Consent Agreement, any record prepared in this matter, all investigative
4 materials prepared or received by the Board and all related exhibits and materials, are public
5 records (as defined in A.R.S. § 41-158.18) upon acceptance by the Board of this Consent
6 Agreement and may be retained in the Board's files pertaining to this matter.

7 6. Respondent understands this Consent Agreement deals with Board case number
8 P20-032 involving allegations that Respondent engaged in conduct that would subject him to
9 discipline under the Board's statutes and rules. The investigation into these allegations against
10 Respondent shall be concluded upon the Board's adoption of this Consent Agreement.

11 7. Respondent understands that this Consent Agreement does not constitute a
12 dismissal or resolution of any other matters currently pending before the Board, if any, and does
13 not constitute any waiver, express or implied, of the Board's statutory authority or jurisdiction
14 regarding any other pending or future investigation, action or proceeding.

15 8. Respondent also understands that acceptance of this Consent Agreement does not
16 preclude any other agency, subdivision, or officer of this State from instituting any other civil or
17 criminal proceedings with respect to the conduct that is the subject of this Consent Agreement.

18 9. Respondent acknowledges and agrees that, upon signing this Consent Agreement
19 and returning this document to the Board's Executive Director, he may not revoke his acceptance
20 of the Consent Agreement or make any modifications to the document regardless of whether the
21 Consent Agreement has been signed on behalf of the Board. Any modification to this original
22 document is ineffective and void unless mutually agreed by the parties in writing.

23 10. This Consent Agreement is subject to the approval of the Board and is effective
24 only when accepted by the Board and signed on behalf of the Board. If the Board does not accept
25 this Consent Agreement, the Board retains its authority to hold a formal administrative hearing
26 pursuant to A.R.S. § 32-128(E). In the event that the Board does not approve this Consent
27 Agreement, it is withdrawn and shall be of no evidentiary value and shall not be relied upon nor
28 introduced in any action by any party, except that the parties agree that should the Board reject

1 this Consent Agreement and this case proceeds to hearing, Respondent shall assert no claim that
2 the Board was prejudiced by its review and discussion of this document or any records relating
3 thereto.

4 11. If a court of competent jurisdiction rules that any part of this Consent Agreement is
5 void or otherwise unenforceable, the remainder of the Consent Agreement shall remain in full
6 force and effect.

7 12. Respondent understands that any violation of this Consent Agreement may result in
8 disciplinary action, including suspension or revocation of the registration under A.R.S. § 32-150.

9 13. Respondent agrees that the Board will adopt the following Findings of Fact,
10 Conclusions of Law and Order.

11 **FINDINGS OF FACT**

12 1. The Board is the duly constituted authority for the regulation and control of the
13 practice of Professional Architecture in the State of Arizona.

14 2. Respondent is not registered with the Board as an architect.

15 3. On December 20, 2019 Board staff received a complaint alleging that Jessica
16 Hubble submitted plans that displayed the seal of Alan Money, P.E. (Civil) #30895, to the City of
17 Phoenix for a Custom Pool Project located at 1109 W Georgia Ave. in Phoenix, Arizona, that Mr.
18 Money did not sign or seal and was not involved with. Through the course of investigation,
19 Respondent was identified as the person who developed the plans that were submitted to the City
20 of Phoenix.

21 4. On January 17, 2020, Board staff received an email from Alan Money, in which he
22 identified himself as the founder and principal engineer for AMMTEC, a civil engineering firm.
23 Mr. Money reported that he received a phone call on or about December 10, 2019 from Beau
24 Adrian, identified as a plan reviewer for the City of Phoenix, who informed Mr. Money that his
25 stamp had been placed on a set of pool plans with an expiration date of December 31, 1984. Mr.
26 Money denied any involvement in this project and noted in his written narrative that he was in
27 college in 1984 and was not registered as an engineer at that time. Mr. Money reported that he
28 made contact with Ms. Hubble who directed him to the general contractor, identified as K10 Pro,

1 LLC and Respondent. Mr. Money then reported contacting Daniel Grover at K10 Pro, who
2 denied any involvement in permitting or obtaining the pool plan. Mr. Money then contacted
3 Respondent and Respondent reported “he only submitted a plan that was prepared by Mr.
4 Rockwell and that all the stamp dates as submitted were provided by [Mr. Rockwell].”

5 5. On February 13, 2020, Board staff emailed Justin Rockwell, identified as a witness
6 by Mr. Money, in an effort to obtain email correspondence relating to the Georgia Pool Project.
7 Mr. Rockwell responded on February 14, 2020 and provided Board staff with emails between
8 himself and Mr. Grover at K10 Pro. Mr. Rockwell acknowledged providing K10 Pro with
9 Phoenix Standard Plan details, but denied any knowledge of how the plans were signed or sealed.

10 6. On February 18, 2020 Board staff spoke with Mr. Grover from K10 Pro. Board
11 staff asked Mr. Grover what he did with the pool plans, once received from Mr. Rockwell. Mr.
12 Grover stated that the pool plans were provided to Respondent, who took them to the city to be
13 permitted. Mr. Grover provided Board staff with contact information for Respondent and agreed
14 to provide Board staff with email communications between himself and Respondent relating to
15 this project.

16 7. On February 19, 2020 Board staff spoke with Respondent. Board staff questioned
17 Respondent regarding the Georgia Pool project and his role in developing and submitting plans to
18 the City of Phoenix. Respondent acknowledged working with K10 Pro, but denied any
19 knowledge of how the drawings were sealed or submitted to the City. Respondent stated that he
20 really did not recall and stated, “The project was so long ago.” Board staff requested that
21 Respondent provide copies of email communications between himself and K10 Pro relating to
22 this project. Respondent agreed to check his records and forward any communications relating to
23 this project.

24 8. On March 11, 2020 Board staff received email correspondence from K10 Pro
25 which evidenced Respondent’s involvement in this project. On October 21, 2019, Respondent
26 sent an email to Mr. Grover and wrote, “the Georgia plans are complete except for the pool plans
27 and details. Do you know when that pool info will be ready?” Mr. Grover responded on
28 November 12, 2019 and wrote, “Will this work? He [Justin Rockwell] sent an old stamped plan

1 (not sure why) but his drawings should work for what the city is requesting.” Respondent replied
2 the same day and wrote, “Yeah, that should work. From archived aerial photos, the pool was
3 built between 1982 and 1986. I’ll have to change the plan date in photoshop, no biggie.” Mr.
4 Grover responded and asked, “When will you have time to go to the city with everything?”
5 Respondent replied, “I’ll get down there as soon as I have the pool plans doctored.”

6 CONCLUSIONS OF LAW

7 1. The Board has jurisdiction in this matter pursuant to A.R.S. § 32-101, et seq,
8 including A.R.S. § 32-106.02(A).

9 2. The conduct alleged in the Findings of Fact constitutes grounds for discipline
10 pursuant to A.R.S. § 32-145(4), in that Respondent used the registration of another.

11 ORDER

12 Based on the foregoing Findings of Fact and Conclusions of Law, the Board issues the
13 following Order:

14 1. CIVIL PENALTY. Within Sixty (60) days from the effective date of this
15 Consent Agreement, Respondent shall pay a civil penalty of Two Thousand Dollars (\$2,000.00).
16 Payment is to be submitted to the Board by cashier’s check or money order made payable to the
17 Arizona State Board of Technical Registration, according to the provisions of A.R.S. §
18 32-106.02(A).

19 2. COST OF INVESTIGATION. Within thirty (30) days from the effective date of
20 this Consent Agreement, Respondent shall pay the cost of investigation of this case to the Board
21 in the amount of Three Hundred Twenty One Dollars (\$321.00) by certified check or money
22 order made payable to the State of Arizona Board of Technical Registration, according to the
23 provisions of A.R.S. § 32-128(H).

24 3. OBEY ALL LAWS. Respondent shall obey all federal, state and local laws, related
25 to the practice of Architecture in the State of Arizona. The Board shall consider any violation of
26 this paragraph to be a separate violation of the statutes governing the Arizona Board of Technical
27 Registration.

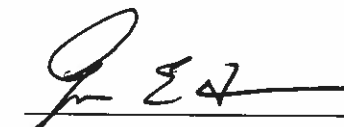
28 4. EFFECTIVE DATE. The effective date of this Consent Agreement is the date the

1 Respondent and Board sign the Consent Agreement. If the dates are different, the effective date is
2 the later of the two dates.

3 5. COSTS OF COMPLIANCE. Respondent shall pay all costs associated with
4 complying with this Consent Agreement.

5 6. NONCOMPLIANCE. If Respondent violates this Order in any way or fails to
6 fulfill the requirements of this Order, the Board may seek a Petition for Injunction in accordance
7 with the provisions set forth in A.R.S. § 32-106.01.

8
9
10 ACCEPTED and ORDERED this 28TH day of July, 2020.

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12 
13 Jason E. Foose, R.L.S., Chairman
14 Arizona State Board of
15 Technical Registration

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17
18 Consent Agreement and Order, No. P20-032 accepted this 23 day of JUNE, 2020.

19
20 
21 John Neugebauer, Respondent

22 ORIGINAL filed this 28 day of
23 July, 2020, with:

24
25 Arizona State Board of Technical Registration
26 1110 W. Washington, Suite 240
27 Phoenix, AZ 85007
28

COPY of the foregoing mailed via Certified Mail

1 No. 9214 890i 9434 466 0718 31 and
2 First Class mail this 28 day of July, 2020, to:

3
4 John Neugebauer
5 33812 Pate Pl
6 Cave Creek, Arizona 85331

7 By: 
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