



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

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  
5 public records upon acceptance by the Board of this Consent Agreement and may be  
6 retained in the Board's files pertaining to this matter.

7           6. Respondent understands this Consent Agreement deals with Board case  
8 number P23-012 involving allegations that Respondent engaged in conduct that would  
9 subject her to discipline under the Board's statutes and rules. The investigation into these  
10 allegations against Respondent shall be concluded upon the Board's adoption of this  
11 Consent Agreement.

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

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

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

26           10. This Consent Agreement is subject to the approval of the Board and is  
27 effective only when accepted by the Board and signed on behalf of the Board. If the  
28 Board does not accept this Consent Agreement, the Board retains its authority to hold a

1 formal administrative hearing pursuant to A.R.S. § 32-128(E). In the event that the  
2 Board does not approve this Consent Agreement, it is withdrawn and shall be of no  
3 evidentiary value and shall not be relied upon nor introduced in any action by any party,  
4 except that the parties agree that should the Board reject this Consent Agreement and this  
5 case proceeds to hearing, Respondent shall assert no claim that the Board was prejudiced  
6 by its review and discussion of this document or any records relating thereto.

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

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

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

15 **FINDINGS OF FACT**

16 1. The Board is the duly constituted authority for the regulation and control of  
17 the practice of Professional Engineering in the State of Arizona.

18 2. Respondent is the holder of Arizona Professional Engineer (Civil)  
19 Registration No. 31118.

20 3. On or about December 29, 2020, Respondent entered into a written  
21 agreement with a member of the public ("Client") to provide engineering services to  
22 include a grading and drainage plan and a septic system design for a residential  
23 construction project in New River, Arizona.

24 4. On or about April 3, 2022, Respondent prepared a seven-sheet grading and  
25 drainage plan for Client's project, and affixed her professional seal to each of the seven  
26 sheets.

27 5. On or about August 1, 2022, the Board received a complaint from Client  
28 alleging that Respondent, after contracting and accepting payment in the amount of

1 \$1,000 for a Grading and Drainage plan and Septic System Design, failed to deliver the  
2 Grading and Drainage Plan despite numerous unsuccessful attempts.

3 6. On or about March 16, 2023, an Enforcement Advisory Committee (“EAC”)  
4 meeting convened to review the complaint filed against Respondent.

5 A. During her interview with the EAC Committee, Respondent acknowledged  
6 that neither she nor her bona fide employee prepared the Retaining Wall  
7 Detail portion on Sheet 7 of her grading and drainage plan. Respondent said  
8 she received the Retaining Wall Detail portion from Client and included it  
9 in her grading and drainage plan, assuming a qualified structural engineer  
10 prepared it.

11 B. The EAC Committee did not substantiate any of the allegations from the  
12 original complaint, but expressed distinct concern that Respondent included  
13 a detail portion in her sealed grading and drainage plan that neither she nor  
14 her bona fide employee prepared.

15 7. On or about March 21, 2023, David Noe, a Professional Civil Engineer,  
16 indicated that he prepared the Retaining Wall Detail portion and was unaware that  
17 Respondent used the detail portion in her grading and drainage plan without his  
18 knowledge or permission.

19 8. On or about July 18, 2023, Respondent again acknowledged that neither she  
20 nor her bona fide employee prepared the Retaining Wall Detail portion contained in her  
21 grading and drainage plan. Respondent said she received the Retaining Wall Detail  
22 portion from Client and included it in her sealed grading and drainage plan for Client’s  
23 project. Respondent said she assumed the Retaining Wall Detail portion was completed  
24 by Mr. Noe, but said she did not know for sure.

25 **CONCLUSIONS OF LAW**

26 1. The Board has jurisdiction in this matter pursuant to A.R.S. § 32-101, et seq.

27 2. The conduct alleged in the Findings of Fact constitutes grounds for discipline  
28 pursuant to A.R.S. § 32-128(C)(4) as it relates to A.A.C. R4-30-301(16), in that

1 Respondent signed and sealed a professional document not prepared by herself or her  
2 bona fide employee.

3 **ORDER**

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

6 1. LETTER OF REPRIMAND. Respondent is hereby issued a Letter of  
7 Reprimand.

8 2. STAYED SUSPENSION AND PROBATION. Respondent's registration as  
9 a Professional Engineer (Civil), No. 31118, shall be suspended for Twelve (12) Months;  
10 however, the suspension is stayed for as long as Respondent remains in compliance with  
11 this Order. During the stay of suspension, Respondent's registration as a Professional  
12 Engineer (Civil) is placed on probation for Twelve (12) Months. If Respondent is non-  
13 compliant with any terms of this Order during the Twelve (12) Months stayed suspension  
14 and probation period, the stay of the suspension shall be lifted and Respondent's  
15 registration as a Professional Engineer (Civil) shall be automatically suspended without a  
16 formal hearing, and remain suspended until Respondent is compliant with all terms of  
17 this Order.

18 3. ADMINISTRATIVE PENALTY. Within Twelve (12) Months from the  
19 effective date of this Consent Agreement, Respondent shall pay an administrative penalty  
20 of Two Thousand Dollard (\$2,000.00) by certified check or money order made payable to  
21 the State of Arizona Board of Technical Registration.

22 4. COST OF INVESTIGATION. Within Ninety (90) Days from the effective  
23 date of this Consent Agreement, Respondent shall pay the cost of investigation of this  
24 case to the Board in the amount of Seven Hundred Sixty Five Dollars (\$794.00) by  
25 certified check or money order made payable to the State of Arizona Board of Technical  
26 Registration, according to the provisions of A.R.S. § 32-128(H).

27 5. OBEY ALL LAWS. Respondent shall obey all federal, state and local laws,  
28 as well as, all rules governing the practice of Engineering in the State of Arizona. The

1 Board shall consider any violation of this paragraph to be a separate violation of the rules  
2 and statues governing the Arizona Board of Technical Registration. The Board may also  
3 consider Respondent's non-compliance with this Order as a separate violation of A.R.S. §  
4 32-150.

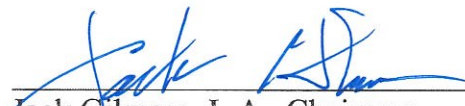
5 6. RENEWAL OF REGISTRATION. Respondent shall timely renew her  
6 Arizona registration as a Professional Engineer.

7 7. EFFECTIVE DATE. The effective date of this Consent Agreement is the  
8 date the Respondent and Board sign the Consent Agreement. If the dates are different, the  
9 effective date is the later of the two dates.

10 8. COSTS OF COMPLIANCE. Respondent shall pay all costs associated with  
11 complying with this Consent Agreement.

12 9. NONCOMPLIANCE. If Respondent violates this Order in any way or fails  
13 to fulfill the requirements of this Order, the Board, after giving notice and the opportunity  
14 to be heard, may revoke, suspend or take other disciplinary actions against the  
15 registration. The issue at such a hearing will be limited solely to whether this Order has  
16 been violated.

17  
18 ACCEPTED and ORDERED this 22 day of August, 2023.

19  
20   
21 Jack Gilmore, L.A., Chairman  
22 Arizona State Board of  
23 Technical Registration

24 Consent Agreement and Order, No. P23-012 accepted this 18<sup>th</sup> day of  
25 August, 2023.

26   
27 Kathryn Mills, Respondent  
28

1 ORIGINAL filed this 23rd day of  
2 August, 2023, with:

3 Arizona State Board of Technical Registration  
4 1110 W. Washington, Suite 240  
5 Phoenix, AZ 85007

6 COPY of the foregoing mailed via Certified Mail  
7 No. 9214 8901 9434 4600 0937 41 and  
8 First Class mail this 23rd day of August, 2023, to:

9 Kathryn Mills  
10 Mills Engineering  
11 P.O. Box 93392  
12 Phoenix, AZ. 85070

13  
14 By: Daniel Carthel

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