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13 **BEFORE THE ARIZONA STATE**
14 **BOARD OF TECHNICAL REGISTRATION**

15 In the Matter of:

16 **Case No.: P18-034**

17 **Michael Glancy,**
18 Non-registrant,

19 **CONSENT AGREEMENT**

20 Respondent.

21 In the interest of a prompt and judicious resolution of the above-captioned matter
22 before the Arizona State Board of Technical Registration (the "Board") and consistent
23 with the public interest, statutory requirements, and the responsibilities of the Board, and
24 pursuant to Arizona Revised Statutes ("A.R.S.") § 32-101, *et seq.* and Arizona
25 Administrative Code ("A.A.C.") R4-30-120(G), the undersigned party, Michael Glancy
26 ("Respondent") and the Board enter into the following Recitals, Findings of Fact,
27 Conclusions of Law and Order ("Consent Agreement") as a final disposition of this
28 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.

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

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

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

12 5. The Consent Agreement, any record prepared in this matter, all investigative
13 materials prepared or received by the Board and all related exhibits and materials, are
14 records (as defined in A.R.S. § 41-151.18) upon acceptance by the Board of this Consent
15 Agreement and may be retained in the Board's files pertaining to this matter.

16 6. Respondent understands this Consent Agreement deals with Board case
17 number P18-034 involving allegations that Respondent engaged in conduct that would
18 subject him to discipline under the Board's statutes and rules. The investigation into
19 these allegations against Respondent shall be concluded upon the Board's adoption of
20 this Consent Agreement.

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

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

1 professional engineering services that included delivery of a six-page set of sealed
2 structural engineering documents to Mike Day for a cabin construction project at 3125
3 East Walker Road in Yavapai County, Arizona.

4 4. In or around September, 2017, Respondent obtained a copy of Mr. Frost's
5 sealed plans for the Day cabin project from Mike Day, who was a client of Respondent.

6 5. On or about September 29, 2017, Respondent submitted a copy of Mr.
7 Frost's sealed engineering plans, originally prepared for the Day cabin project, to Yavapai
8 County Development Services in support of a building permit application for a new home
9 construction project at 975 E. Marapai Road in Yavapai County, Arizona. The project
10 name on Mr. Frost's sealed documents that Respondent submitted to the County was
11 changed to "New House for Mike and Cindy Hamm 928 237 4340 OR 1-469 235 1554
12 PN 104 19 003C."

13 6. On November 6, 2017, the Board received a complaint alleging that
14 Respondent copied structural engineering plans prepared and sealed by Richard Frost,
15 P.E. (Structural) for the Day cabin construction project. It was further alleged that
16 Respondent then modified the plans and submitted them to Yavapai County seeking to
17 obtain a building permit for the Mike and Cindy Hamm residential construction project in
18 Yavapai County, Arizona.

19 7. On or about November 22, 2017, Respondent admitted to Board staff that
20 he did use plans prepared and sealed by Mr. Frost to attempt to obtain a permit for the
21 Hamm project.

22 CONCLUSIONS OF LAW

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

25 2. The conduct alleged in the Findings of Fact constitutes grounds for
26 discipline pursuant to A.R.S. § 32-145(4), in that Respondent used the certificate
27 registration of another.
28

1 **ORDER**

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

4 1. ASSURANCE OF DISCONTINUANCE. Respondent shall not engage in
5 the practice, offer to practice, or by any implication, hold himself out as qualified to
6 practice engineering as defined in A.R.S. § 32-101(B)(11) unless Respondent is
7 registered by the Board and in full compliance with the Board's statutes and rules.

8 2. ADMINISTRATIVE PENALTY. Within sixty (60) days from the
9 effective date of this Consent Agreement, Respondent shall pay a civil penalty of Five
10 Hundred Dollars (\$500.00). Payments are to be submitted to the Board by certified check
11 or money order, made payable to the State of Arizona Board of Technical Registration,
12 according to the provisions of A.R.S. § 32-106.02.

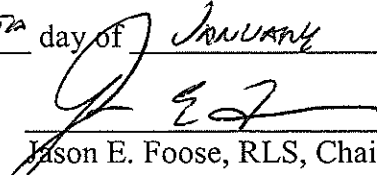
13 3. COST OF INVESTIGATION. Within thirty (30) days from the effective
14 date of this Consent Agreement, Respondent shall also pay the cost of investigation of
15 this case to the Board in the total amount of Two Hundred and Eighteen Dollars
16 (\$218.00) by certified check or money order, made payable to the State of Arizona Board
17 of Technical Registration, according to the provisions of A.R.S. § 32-128(H).

18 4. EFFECTIVE DATE. The effective date of this Consent Agreement is the
19 date it was last executed by the Respondent or the Board.

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

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

25 ACCEPTED and ORDERED this 28th day of January, 2020

26 
27 _____
28 Jason E. Foose, RLS, Chairman
Arizona State Board of
Technical Registration

1 Consent Agreement and Order, Number P18-034 accepted this 19th day of
2 December, 2019.

3
4 By: Michael Glancy
5 Michael Glancy
6 Respondent

7 **ORIGINAL** filed this 30th day of January, 2020 with:

8 Arizona State Board of Technical Registration
9 1110 W. Washington, Suite 240
10 Phoenix, AZ 85007

11 **COPY** of the foregoing mailed/e-mailed this 30th day of January, 2020 to:

Cert. Mail: 921489019434460006141

12 Michael Glancy
13 537 N. Flag Valley Rd.
14 Prescott, AZ 86303
15 angelsrwu2@hotmail.com
Respondent

16 Deanie Reh
17 deanie.reh@azag.gov
18 Counsel for the State

19 By: [Signature]

