

1 **BEFORE THE ARIZONA STATE**  
2 **BOARD OF TECHNICAL REGISTRATION**

3 **In the Matter of:** )  
4 **DAN BOWMAN** )  
5 **Non-Registrant** )  
6 **Bowman Design Group** )  
7 **Non-Registered Firm** )  
8 **Respondents** )

**Case No.: P23-086**

**CONSENT AGREEMENT  
and  
ORDER OF DISCIPLINE**

9  
10 In the interest of a prompt and judicious resolution of the above-captioned matter  
11 before the Arizona State Board of Technical Registration (“Board”) and consistent with  
12 the public interest, statutory requirements, and the responsibilities of the Board, and  
13 pursuant to A.R.S. § 32-101 et seq., and A.A.C. R4-30-120(G), the undersigned party,  
14 Dan Bowman, Non-Registrant, (“Respondent”), Bowman Design Group, Non-Registrant  
15 Firm, (“Respondent Firm”), and the Board enter into the following Recitals, Findings of  
16 Fact, Conclusions of Law, and Order (“Consent Agreement”) as a final disposition of this  
17 matter.

18 **RECITALS**

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

22 2. Each Respondent understands that they have a right to a public administrative  
23 hearing concerning this case. Respondents further acknowledges that at such formal  
24 hearing they could present evidence and cross-examine witnesses. By entering into this  
25 Consent Agreement, each Respondent knowingly, voluntarily, and irrevocably waives  
26 their right to such an administrative hearing, as well as rights of rehearing, review,  
27 reconsideration, appeal, judicial review or any other administrative and/or judicial action  
28 concerning the matters set forth herein.

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

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

5           5. The Consent Agreement, any record prepared in this matter, all investigative  
6 materials prepared or received by the Board and all related exhibits and materials, are  
7 public records upon acceptance by the Board of this Consent Agreement and may be  
8 retained in the Board's files pertaining to this matter.

9           6. Each Respondent understands this Consent Agreement deals with Board case  
10 number P23-086 involving allegations that Respondents engaged in conduct that would  
11 subject them to discipline under the Board's statutes and rules. The investigation into  
12 these allegations against Respondents shall be concluded upon the Board's adoption of  
13 this Consent Agreement.

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

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

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

1 10. This Consent Agreement is subject to the approval of the Board and is  
2 effective only when accepted by the Board and signed on behalf of the Board. If the  
3 Board does not accept this Consent Agreement, the Board retains its authority to hold a  
4 formal administrative hearing pursuant to A.R.S. § 32-128(E). In the event that the  
5 Board does not approve this Consent Agreement, it is withdrawn and shall be of no  
6 evidentiary value and shall not be relied upon nor introduced in any action by any party,  
7 except that the parties agree that should the Board reject this Consent Agreement and this  
8 case proceeds to hearing, Respondent shall assert no claim that the Board was prejudiced  
9 by its review and discussion of this document or any records relating thereto.

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

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

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

18 **FINDINGS OF FACT**

19 1. The Board is the duly constituted authority for the regulation and control of  
20 the practice of Architecture in the State of Arizona.

21 2. Respondent is not currently registered with the Board as a Professional  
22 Architect, nor was he registered with the Board as a Professional Architect at any time  
23 relevant to the allegations underlying this Consent Agreement.

24 3. Respondent Firm is not registered with the Board, nor was it registered with  
25 the Board at any time relevant to the allegations underlying this Consent Agreement.

26 4. On or about June 16, 2020, Respondent prepared architectural design plans  
27 for a commercial project; the Sunchaser Motorsports project, for a client in Scottsdale  
28 Arizona.

1           5. On or about February 22, 2023, the Board received a complaint, which  
2 included an allegation that Respondent held himself out as a Professional Architect to the  
3 public through multiple online platforms without registration with the Board.

4           6. On or about April 3, 2023, Board staff located the following published  
5 information on public websites:

6           A. Respondent’s public profile on LinkedIn.com identified him as an  
7           “*Experienced Architectural Designer*”. Respondent’s public profile on  
8           LinkedIn.com further identified him as the “*President/Principal*” of  
9           Respondent Firm.

10          B. Respondent Firm’s public profile on LinkedIn.com identified  
11          Respondent Firm as an “*Architectural and Planning*” firm.

12          C. Respondent Firm’s public website, bowmandesign.co, indicates that  
13          Respondent Firm offers Architectural Design, Planning, and Design  
14          services to the public for residential projects, small commercial  
15          projects, hospitality projects, and multifamily projects in Arizona.

16          D. Respondent Firm’s public Facebook page identified Respondent Firm  
17          as a “*Commercial and Residential Architecture-Planning-Design*”  
18          firm. Respondent Firm’s public Facebook page included a post, dated  
19          November 26, 2019, indicating that Respondent Firm submitted a  
20          permit application to the City of Scottsdale for a “*Great Commercial*  
21          *Project*” for a client, Sunchaser Motorsports.

22          7. On or about April 4, 2023, Respondent provided a written statement  
23          acknowledging that he is not registered with the Board as a Professional Architect.

24          8. On or about August 16, 2023, Board staff located Arizona Corporation  
25          Commission (“A.C.C.”) records that identified Respondent as the “*Principal*” of  
26          Respondent Firm. The A.C.C. records further indicated that Respondent Firm was  
27          established on June 24, 2018.

28          9. On or about December 12, 2023, Board staff received the architectural design

1 plans that were submitted for the Sunchaser Motorsports project from the City of  
2 Scottsdale. The design plans were dated June 16, 2020, and listed Respondent Firm in the  
3 tile block as the issuing firm. The design plans had a professional architect seal affixed  
4 that belongs to Thomas Bragg, an architect registered with the Board (“Architect”).

5 10. On or about January 3, 2024, Architect verified that Respondent prepared the  
6 architectural design plans for the Sunchaser Motorsports project. Architect said  
7 Sunchaser Motorsports hired him to complete the project at a later date because an  
8 architectural seal was required to receive a building permit from the City of Scottsdale.

9 11. On or about January 30, 2024, Duane Grimsman, a supervisor at Sunchaser  
10 Motorsports, (“Supervisor”) verified that Respondent prepared the architectural design  
11 plans for the Sunchaser Motorsports project. Supervisor further verified that Sunchaser  
12 Motorsports hired Architect at a later date because an architectural seal was required to  
13 receive a building permit from the City of Scottsdale.

14 12. On or about February 7, 2024, Scott Gauthier, project manager for the  
15 Sunchaser Motorsports project also verified that Respondent prepared architectural  
16 design plans for the Sunchaser Motorsports project.

17 13. On or about February 26, 2024, Board staff confirmed that Respondent  
18 Firm’s public website, bowmandesign.co, still indicated that it offers Architectural  
19 Design, Planning, and Design services to the public for residential projects, small  
20 commercial projects, hospitality projects, and multifamily projects in Arizona.

21 **CONCLUSIONS OF LAW**

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

24 2. The conduct alleged in the Findings of Fact, constitutes grounds for  
25 discipline pursuant to A.R.S. § 32-106.02(A), A.R.S. § 32-121, and A.R.S. § 32-145(1),  
26 in that Respondent practiced, offered to practice, or held himself out as qualified to  
27 practice a Board regulated profession without registration with the Board.

28 3. The conduct alleged in the Findings of Fact, constitutes grounds for

1 discipline pursuant to A.R.S. § 32-121 and A.R.S. § 32-141, in that Respondent Firm  
2 practiced or offered to practice a Board regulated profession without firm registration  
3 with the Board.

4 **ORDER**

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

7 1. CIVIL PENALTY. Within Twelve (12) Months from the effective date of  
8 this Consent Agreement, Respondent shall pay a civil penalty of One Thousand Five  
9 Hundred Dollars (\$1,500.00) by certified check or money order made payable to the State  
10 of Arizona Board of Technical Registration, according to the provisions of A.R.S. § 32-  
11 106.02(A).

12 2. COST OF INVESTIGATION. Within Twelve (12) Months from the  
13 effective date of this Consent Agreement, Respondent shall pay the cost of investigation  
14 of this case to the Board in the amount of Four Hundred Twenty Dollars (\$420.00) by  
15 certified check or money order made payable to the State of Arizona Board of Technical  
16 Registration, according to the provisions of A.R.S. § 32-128(H).

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

21 4. EFFECTIVE DATE. The effective date of this Consent Agreement is the  
22 date the Respondent and Board sign the Consent Agreement. If the dates are different, the  
23 effective date is the later of the two dates.

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

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

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ACCEPTED and ORDERED this 28th day of May, 2024.



Michael Kolejka, R.A., Chairman  
Arizona State Board of  
Technical Registration

Consent Agreement and Order, No. P23-086 accepted this 23 day of  
May, 2024.



Dan Bowman, on behalf of himself and  
on behalf of Bowman Design Group,  
Respondents

1 **ORIGINAL** filed this 28th day of

2 May, 2024, 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 0971 90 and  
8 First Class mail this 28th day of May, 2024, to:

9 Dan Bowman  
10 4455 E. Camelback Rd. Suite D278  
11 Phoenix, AZ 85018

12 By:  Daniel Carthel

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