

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 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
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 P24-018 involving allegations that Respondent engaged in conduct that would
9 subject him to discipline under the Board's statutes and rules. The investigation into
10 these allegations against Respondent shall be concluded upon the Board's adoption of
11 this 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 Board staff, he may not revoke his acceptance
22 of the Consent Agreement or make any modifications to the document regardless of
23 whether the Consent Agreement has been signed on behalf of the Board. Any
24 modification to this original document is ineffective and void unless mutually agreed by
25 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2 Board does not approve this Consent Agreement, it is withdrawn and shall be of no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. 47509.

20 3. On or about April 6, 2023, Respondent sealed retaining wall permitting
21 documents for Lot 36, Lot 37 and Lot 38 for Pinnacle at Prescott Lakes in Prescott,
22 Arizona.

23 4. On or about August 30, 2023, the Board received a complaint alleging that
24 Respondent designed retaining walls for multiple lots for Pinnacle at Prescott Lakes
25 which included deficiencies regarding lack of specifications, active pressure, sliding,
26 cover, lap, development length, spacing and concrete strength.

27 5. On or about March 28, 2024, an Enforcement Advisory Committee (“EAC”)
28 meeting convened to review the complaint. At the conclusion of the EAC meeting, the

1 Committee determined:

2 A. Respondent failed to apply the appropriate technical knowledge and skill
3 through the following aspects of the plans for Lot 36, Lot 37, and Lot 38:

- 4 I. The basis for design notates the coefficient of base friction is
5 0.45 when used independent of passive pressure and .30 when
6 used in conjunction with passive pressure. However, the
7 calculations use 0.45 in conjunction with passive pressure
8 which is too high. The wall stability ratio for sliding is 1.08,
9 which is below the 1.5 required.
- 10 II. The plans do not detail how the wall drain is intended to open
11 grade; specifically the 6" of earth cover over the top of the
12 footings interfere with a clear opening of a 4" pipe.
- 13 III. The cover shown for the vertical reinforcing for the design is
14 1.5". However the basis for design states it shall be 2.5",
15 which reduces the depth of the force couple and therefore the
16 resisting moment capacity of the wall. The 2.5" is not
17 acceptable at the bottom of the concrete footing for concrete
18 cast against and permanently in contact with the ground. This
19 issue pertains to ground water exposure.
- 20 IV. The lap lengths specified in A2, B2, and C2 masonry details
21 are smaller than the required values in the calculations.
- 22 V. The 2' development length shown within the walls is less
23 than the development length of the vert reinforcing in the
24 calculations. Additionally, the hooked dowels do not have a
25 minimum embedment shown and is graphically not shown
26 near the bottom reinforcing in the foundation, which was
27 acknowledged by the Respondent during the meeting.
- 28 VI. The spacing of longitudinal bars shall in cast-in-place

1 concrete shall not exceed 3h (3*6"=18") or 18" but the plans
2 had 24". ACI1 318-19 section 11.7.2.1. Respondent
3 acknowledged this during the meeting.

4 VII. The concrete is specified as 2500 psi in the upper right
5 material specifications on the plans. However the strength
6 used in the design report is 3000 psi, which means that the
7 actual wall constructed would be weaker than the designed
8 wall and could potentially fail.

9 VIII. The Design Reports (Technical Memoranda) were issued and
10 sealed after the sealed dates on the plans. The normal practice
11 would be for the design report to be sealed prior to the
12 production of the plans.

13 B. Additionally, the Committee determined that Respondent failed to
14 demonstrate appropriate technical knowledge in this project and accepted a
15 professional engagement outside of his registered branch of engineering.

16 CONCLUSIONS OF LAW

17 1. The Board has jurisdiction in this matter pursuant to A.R.S. § 32-101, et seq.
18 2. The conduct alleged in the Findings of Fact constitutes grounds for discipline
19 pursuant to A.R.S. § 32-128 (C)(4) as it relates to A.A.C. R4-30-301(6), in that
20 Respondent may have failed to apply the appropriate technical knowledge and skill in the
21 practice of a Board regulated profession.

22 3. The conduct alleged in the Findings of Fact also constitutes grounds for
23 discipline pursuant to A.R.S. § 32-128 (C)(4) as it relates to A.A.C. R4-30-301(18), in
24 that Respondent may have accepted a professional engagement outside of his
25 professional registered branch of engineering while lacking the technical knowledge to
26 perform the engagement.

27 ORDER

28 Based on the foregoing Findings of Fact and Conclusions of Law, the Board issues

1 the following Order:

2 1. LETTER OF REPRIMAND. Respondent is hereby issued a Letter of
3 Reprimand.

4 2. STAYED SUSPENSION AND PROBATION. As of the effective date of
5 this Order, Respondent's registration as a Professional Arizona Engineer, No. 47509,
6 shall be suspended for Twelve (12) Months; however, the suspension shall be stayed for
7 as long as Respondent remains in compliance with this Order. During the period of
8 stayed suspension, Respondent's registration as a Professional Engineer shall be placed
9 on probation. If Respondent is non-compliant with any term of this Order during the
10 probationary period, the stay of suspension shall be lifted and Respondent's registration
11 as a Professional Engineer shall be automatically suspended without formal hearing, and
12 remain suspended until Respondent is compliant with all terms of this Order.

13 3. PEER REVIEW. Within Twelve (12) months of the effective date of this
14 consent agreement, Respondent shall submit his next three (3) Structural Engineering
15 projects for peer review. Respondent shall furnish to Board staff, the name of an Arizona
16 registered Professional Structural Engineer ("Peer Reviewer") who agrees to review and
17 report on Respondent's work. The proposed Peer Reviewer shall have at least five years
18 of actual engagement as a Structural Engineer with expertise in Structural Engineering,
19 shall be registered and in good standing with the Board and shall not have received any
20 disciplinary action from the Board within the last three years. Respondent shall provide
21 Board staff with the name, registration number, contact information, and a current resume
22 detailing the qualifications of the proposed Peer Reviewer. Upon approval by Board staff
23 of the Peer Reviewer, Respondent shall ensure that the Peer Reviewer provides a written
24 report directly to Board staff after each peer reviewed project describing any deficiencies
25 in Respondent's practice, and certifying that the peer reviewed project provided to the
26 client by the Respondent is in compliance with Board rules and statutes. Respondent
27 shall not give final approval on any projects to a client, contractor, any regulatory or
28 review body or any other person until the project has been reviewed and approved by the

1 Peer Reviewer. Respondent shall retain the Peer Reviewer at his own expense.

2 4 ADMINISTRATIVE PENALTY. Within Six (6) Months from the
3 effective date of this Consent Agreement, Respondent shall pay an administrative penalty
4 of One Thousand Dollars (\$1,000.00) by certified check or money order made payable to
5 the State of Arizona Board of Technical Registration.

6 5. COST OF INVESTIGATION. Within Six (6) Months from the effective date
7 of this Consent Agreement, Respondent shall pay the cost of investigation of this case to
8 the Board in the amount of Ninety-Nine Dollars (\$99.00) by certified check or money
9 order made payable to the State of Arizona Board of Technical Registration, according to
10 the provisions of A.R.S. § 32-128(H).

11 6. OBEY ALL LAWS. Respondent shall obey all federal, state and local laws,
12 as well as, all rules governing the practice of Engineering in the State of Arizona. The
13 Board shall consider any violation of this paragraph to be a separate violation of the rules
14 and statues governing the Arizona Board of Technical Registration. The Board may also
15 consider Respondent's non-compliance with this Order as a separate violation of A.R.S. §
16 32-150.

17 7. RENEWAL OF REGISTRATION. During the probationary period,
18 Respondent shall timely renew his Arizona registration as an Engineer, and timely pay all
19 required registration fees.

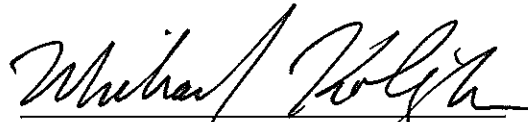
20 8. EFFECTIVE DATE. The effective date of this Consent Agreement is the
21 date the Respondent and Board sign the Consent Agreement. If the dates are different, the
22 effective date is the later of the two dates.

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

25 10. NONCOMPLIANCE. If Respondent violates this Order in any way or fails
26 to fulfill the requirements of this Order, the Board, after giving notice and the opportunity
27 to be heard, may revoke, suspend or take other disciplinary actions against the
28 registration. The issue at such a hearing will be limited solely to whether this Order has

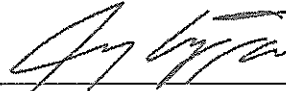
1 been violated.

2 ACCEPTED and ORDERED this 25th day of June, 2024.

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

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9 Consent Agreement and Order, No. P24-018 accepted this 21 day of
10 JUNE, 2024.

11 

12 Jeremy Laipple, Respondent

13 **ORIGINAL** filed this 25th day of
14 June, 2024, with:

15 Arizona State Board of Technical Registration
16 1110 W. Washington, Suite 240
17 Phoenix, AZ 85007

18 **COPY** of the foregoing mailed via Certified Mail
19 No. 9214 8901 9434 4600 0975 65 and
20 First Class mail this 25th day of JUNE, 2024, to:

21 Jeremy Laipple
22 5227 N. 7th Street
23 Phoenix, AZ 85014

24 By: 