

1 irrevocable.

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

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

8 6. Respondent understands this Consent Agreement deals with Board case
9 number P17-047 involving allegations that Respondent engaged in conduct that would
10 subject him to discipline under the Board's statutes and rules. The investigation into
11 these allegations against Respondent shall be concluded upon the Board's adoption of
12 this Consent Agreement.

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

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

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

27 10. This Consent Agreement is subject to the approval of the Board and is
28 effective only when accepted by the Board and signed on behalf of the Board. If the

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3 Board does not approve this Consent Agreement, it is withdrawn and shall be of no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

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

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

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

16 **FINDINGS OF FACT**

17 1. The Board is the duly constituted authority for the regulation and control of
18 the practice of Land Surveying in the State of Arizona.

19 2. Respondent is the holder of Arizona Registered Land Surveyor Registration
20 No. 53794, and is the firm principal and in responsible charge of Respondent Firm.

21 3. Respondent Firm's Registration No. 17927 was expired between April 29,
22 2016 and December 2, 2016.

23 4. In or around September of 2016, Respondent, through Respondent Firm,
24 provided professional land surveying services on the Tyler Nicoll Find and Set project in
25 Springerville, Arizona, during which Respondent Firm was not registered with the Board.

26 5. On or about October 17, 2016, Respondent provided the client with an
27 unsealed and unsigned professional document, a survey sketch that was not marked as a
28 draft or preliminary document. The client then copied and distributed the unsealed

1 survey sketch to a person with whom client had a property dispute.

2 **CONCLUSIONS OF LAW**

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

4 2. The conduct alleged in the Findings of Fact constitutes grounds for discipline
5 pursuant to A.R.S. § 32-141, in that Respondent Firm practiced a Board regulated
6 profession without firm registration.

7 3. The conduct alleged in the Findings of Fact constitutes grounds for discipline
8 pursuant to A.R.S. § 32-128(C)(4) as it relates to A.A.C. R4-30-301(20) and A.A.C. R4-
9 30-301(4), in that Respondent provided professional land surveying services through a
10 firm that was not registered with the Board.

11 4. The conduct alleged in the Findings of fact constitutes grounds for discipline
12 pursuant to A.R.S. 32-128(C)(4) as it relates to A.A.C. R4-30-304(D) and A.R.S. 32-
13 125(B) in that Respondent failed to sign and seal a professional document before giving it
14 to the client on the Tyler Nicoll Find and Set project.

15 **ORDER**

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

18 1. LETTER OF REPRIMAND. Respondent is hereby issued a Letter of
19 Reprimand.

20 2. ADMINISTRATIVE PENALTY. Within sixty (60) days from the
21 effective date of this Consent Agreement, Respondent shall pay an administrative penalty
22 of Two Hundred and Fifty Dollars (\$250.00) by certified check or money order made
23 payable to the State of Arizona Board of Technical Registration.

24 3. COST OF INVESTIGATION. Within thirty (30) days from the effective
25 date of this Consent Agreement, Respondent shall pay the cost of investigation of this
26 case to the Board in the amount of One Hundred and Ninety-Seven Dollars (\$197.00) by
27 certified check or money order made payable to the State of Arizona Board of Technical
28 Registration, according to the provisions of A.R.S. § 32-128(H).

1 4. OBEY ALL LAWS. Respondent shall obey all federal, state and local
2 laws, as well as, all rules governing the practice of Land Surveying in the State of
3 Arizona. The Board shall consider any violation of this paragraph to be a separate
4 violation of the rules and statues governing the Arizona Board of Technical Registration.
5 The Board may also consider Respondent's non-compliance with this Order as a separate
6 violation of A.R.S. § 32-150.

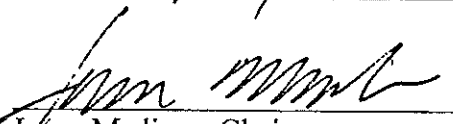
7 5. RENEWAL OF REGISTRATION. Respondent and Respondent Firm shall
8 timely renew their Arizona registration as a Land Surveyor and a Land Surveying Firm,
9 and timely pay all required registration fees.

10 6. EFFECTIVE DATE. The effective date of this Consent Agreement is the
11 date the Respondent and Board sign the Consent Agreement. If the dates are different, the
12 effective date is the later of the two dates.

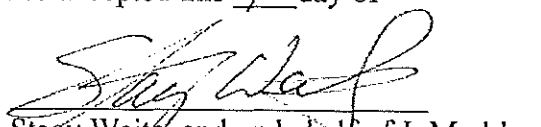
13 7. COSTS OF COMPLIANCE. Respondent shall pay all costs associated
14 with complying with this Consent Agreement.

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

20 ACCEPTED and ORDERED this 9th day of MAY, 2017.

21
22 
23 Jason Madison, Chairman
24 Arizona State Board of
25 Technical Registration

26 Consent Agreement and Order, No. P17-047 accepted this 9 day of
27 May, 2017.

28 
29 Stacy Waite, and on behalf of J. Marbles
30 Land Surveying, LLC, Respondents

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ORIGINAL filed this 9 day of

MAY, 2017, with:

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

COPY of the foregoing mailed via Certified Mail
No. 9214 8901 9434 4600 0160 23 and

First Class mail this 10 day of MAY, 2017, to:

Stacy Waite
P.O. Box 2039
St. Johns, AZ 85936

By: D Kramer