



**BOARD OF EXAMINERS FOR LAND SURVEYORS
500 JAMES ROBERTSON PARKWAY
NASHVILLE, TENNESSEE 37243
615-741-2241**

**Meeting Minutes for August 22, 2024
First Floor Conference Room 1B
Davy Crockett Tower**

The Tennessee Board of Examiners for Land Surveyors met on August 22, 2024, and the following business was transacted:

BOARD MEMBERS PRESENT: Jay Caughman, Justin Rains, Kevin Martin

BOARD MEMBERS ABSENT: Gary Clark

STAFF MEMBERS PRESENT: Glenn Kopchak, Alexandria Griffey, Philip Allocco, Heidi Overstreet, Erica Smith, Laura Martin

CALL TO ORDER / ROLL CALL / NOTICE OF MEETING

Justin Rains called the meeting to order at 9:00 am and Director Glenn Kopchak took roll call.

ANNOUNCEMENT

Chief Counsel Laura Martin introduced the new Program Attorney, Kyle Johnson, to the Board.

AGENDA

Jay Caughman made a motion to adopt the agenda. This was seconded by Kevin Martin. The motion passed by unanimous voice vote.

MINUTES

Jay Caughman made a motion to adopt the May minutes. This was seconded by Kevin Martin. The motion passed by unanimous voice vote.

PROFESSIONAL SOCIETY REPORT

Jimmy Cleveland, Tennessee Association of Professional Surveyors (TAPS), indicated that the Tennessee Land Surveyors outreach program is having positive results. Additionally, it

was announced that the Annual Fall meeting will take place on September 21, 2024, in the Nashville area.

EDUCATION REPORT

Course Provider	Course Number	Course Name	Hours	Recommendation
Lucas & Co.	1246	Negligence IX	1.5	Approve
Kerr Seminars	1247	Surveyors Professional Interactions Part 2	8	Approve
Kerr Seminars	1248	2024 TN Ethics and Standards of Practice	2	Approve
Kerr Seminars	1249	Surveyors Professional Interactions Part 1	8	Approve
Lucas & Co	1250	Adverse Possession I	1.5	Approve
Tennessee Association of Floodplain Managers	1251	TN AFPM 14 th Annual Conference	11.5	Approve
Jae Sung Kim	1252	Photogrammetry & UAV Mapping	180	Approve

Jay Caughman made a motion to approve all courses as listed on the education report. This was seconded by Kevin Martin. The motion passed by unanimous voice vote.

DIRECTOR'S REPORT

Budget Report

Director Glenn Kopchak summarized the revenues and expenses from March through June and drew attention to two reallocations resulting from data processing and travel expenses that were initially billed incorrectly.

NCEES Annual Meeting Update

Justin Rains reported that the NCESS Annual Meeting was very informative while further noting that the Public Land Survey System (PLSS) module is progressing and may soon be available with the Principles and Practice of Surveying (PS) Exam. Jay Caughman mentioned that once developed, the board will have to address any benefits to licensure. If discussion

results in a positive recommendation, changes will have to come by way of rule and/or statute.

CE Audit

Director Glenn Kopchak reported that 9% of the randomly selected audit will be referred to legal for further review and a potential agreed citation according to the agreed citation schedule that was approved in February 2023.

Director Glenn Kopchak requested that the board consider moving to a 5% audit and grant administration approval for known providers that meet the criteria as defined in the rules.

In the past, the Board has accepted standards of practice from other jurisdictions if the registrant resides out of state. Jay Caughman and Justin Raines were in favor of limiting that to TN Standards of Practice, but further discussion was postponed until Gary Clark could also be present.

PUBLIC COMMENT PERIOD RELATED TO ITEMS ON THE AGENDA

Eddie Campbell, TN Course Provider, stated that he would begin adding an examination at the end of his standards and ethics courses to assist in refreshing attendees with the Tennessee standards and ethics.

LEGAL

Legal Report (Presented by: Erica Smith)

1. 2024014001

Respondent:

License Status: Unlicensed

Disciplinary History: None.

Complainant is a Tennessee resident and Respondent is a licensed contractor. Respondent is not licensed as a land surveyor. Complainant owns a developed parcel of property in a subdivision and bought an adjoining unimproved lot (lot 36) in 2013. Since the purchase, Complainant has made substantial improvements to the property. Complainant alleges Respondent initiated contact with them on 4/3/19 via social media to inquire whether Complainant wanted to sell Lot 36. Complainant alleges Respondent represented themselves to be a licensed land surveyor who was employed by a Tennessee surveying company. More specifically, Respondent allegedly said they were the stepchild of the owner of the business. Complainant alleges Respondent wanted to purchase the land to build a home and then resell the property. Complainant met Respondent and explained the only way they would sell

Lot 36 would be to reserve a 25' strip of property that they had improved substantially. Respondent allegedly told Complainant they could adjust the property line of Lot 36 and do the surveying work related thereto if Complainant would agree to sell it to Respondent. Complainant alleges Respondent indicated they could provide a new legal description that would preserve Complainant's interest in the property. Complainant and Respondent had several more discussions regarding Lot 36 and around 9/19/19, Complainant hired Respondent to complete a survey of Lot 36, plotting out the 25' strip that Complainant planned to retain. Complainant also alleges Respondent agreed to prepare a revised property description for Lot 36 which excluded the strip of property and record it appropriately with the Deed's Office. Complainant alleges Respondent placed markers with the land surveying company's name on them on Lot 36 to mark off the 25' strip of property and added wooden stakes with flags for easy identification. At that time, Complainant states they officially agreed to sell Lot 36 to Respondent and pay them for the survey work. In January 2020, Complainant alleges Respondent advised them that Respondent was having difficulty securing the funds from Respondent's trust to purchase Lot 36. Complainant alleges Respondent stated they had a back-up buyer in case the funding fell through. On or around 2/3/20, Complainant alleges Respondent told them that Respondent could not purchase the lot, but the back-up buyer was in line to complete the purchase with the same agreements. On or around 2/7/20, Complainant alleges Respondent completed the survey of Lot 36 and provided a plat drawing of the revised lot from their employer. This plat was titled Final Plat of Lot 36 and it showed the boundary lines for Lot 36 and the portion of the property (25' strip) added to Complainant's adjoining lot. The drawing accurately reflected how Complainant wanted the property to be separated and reduced Lot 36 by .14 acres. Complainant alleges Respondent represented that they had already obtained all the signatures required to approve the new plat drawing for Lot 36 and they would take appropriate action to create the new legal description for Complainant's adjoining lot (Lot 37). On 4/1/20, Complainant alleges Respondent presented them with a Sales Contract for Lot 36, and eventually a home was built by the "back-up buyer". Complainant alleges the current landowner of Lot 36 informed Complainant that their property line is not as the survey markers indicated but was 25' onto Complainant's adjoining property (Lot 37).

Complainant alleges Respondent committed fraud, deceit, malpractice, breach of contract and failed to be forthright and responsible to Complainant regarding their status as a licensed land surveyor who was allegedly authorized by their employer, an alleged land surveying business, to perform services to include changing lot lines

and making those changes final by recording them. Complainant states Respondent was employed by the land surveying company but was never a licensed land surveyor and may not have had the capacity or authority to complete all the tasks which Respondent represented they could. Complainant believes the land surveying company could have completed the work in the manner represented by Respondent but was unaware of the promises made by Respondent to Complainant. Complainant hired an attorney and filed a lawsuit against Respondent on 1/23/23.

Respondent's attorney provided the response to this complaint. Respondent states they assisted Complainant in drawing up a plat meeting Complainant's boundary line in hopes that Respondent could purchase Lot 36. Respondent confirms they had a contact who is a licensed contractor willing to follow through with the purchase. Respondent states they continued to speak with Complainant time to time as Complainant continued to ask them questions. Respondent alleges Complainant did not review the property description in the deed prior to signing the sale documents during the closing when Lot 36 was sold. Respondent states the deed did not have the revised boundary line description. Respondent states they have stressed to the civil court that recording any revised plat would be the responsibility of the property owner, as is the conversations and signatures made at closing. Respondent denies holding themselves out to be a licensed land surveyor but does confirm they worked for the land surveying company during the time of the events at issue in the complaint.

Counsel recommends discussing this matter for possible investigation and putting this complaint in a Litigation Monitoring status to attempt to obtain more detailed evidence in support of or against the allegations.

RECOMMENDATION: Put this complaint in a Litigation Monitoring status and represent it to the Board when Counsel has more information from the civil suit and an investigation

BOARD DECISION: Place in Litigation Monitoring pending civil suit completion.

2. 2024025721

Respondent:

License Status: Active

First Licensed: 10/31/1980 Expires: 12/31/2025

Disciplinary History: None.

Complainant alleges their neighbors are attempting to take their property and have hired three different surveyors to do so. Complainant alleges Respondent worked with their neighbor (adjoining landowner) to conspire to steal a portion of their property. Complainant also claims Respondent intentionally “broke the law in order to get a job.” Complainant alleges over 1/3 of an acre has been stolen from them as well as countless tax dollars.

Respondent stated they established the boundary according to the landowner’s deed and the field evidence found. Respondent explains they are between 3-6 months backlogged like most surveyors in the area and denies the allegation that they “broke the law to get the job.”

An expert review was conducted. Respondent included a detailed narrative providing details of the survey, including found pins and possession, boundary determination logic and details of their conversation with Complainant. Respondent also provided the survey that was produced and potentially recorded, the Respondent’s client’s deed, Complainant’s deed, and the raw file for the field survey work. The expert found the Respondent’s survey appears to have reasonable positions based on found corners and existing possession. The found corners shown on the survey are not adequately described as called for in Standards of Practice 0820-03-.07(h)(3). It is also not clear with the information provided whether or not the Respondent properly notified the Complainant of the deed overlap as called for in TCA §62-18-124(d). There clearly was dialogue between Respondent and Complainant, so the expert notes this may be a non-issue.

The expert suggested Respondent should be informed they need to properly describe monuments and remind them they need to notify adjoining when discrepancies arise in boundary locations. Counsel recommends issuing a Letter of Warning including these details noted by the expert reviewer.

RECOMMENDATION: Letter of Warning regarding monuments and notifying landowners of deed overlaps

BOARD DECISION: Concur

3. 2024019771

Respondent:

License Status: Unlicensed

Disciplinary History: None.

Complainant is a licensed land surveyor in Tennessee. Complainant alleges Respondent reached out to them unsolicited via an email on 4/2/24 offering their services. The email states that Complainant is reaching out to Respondent to let them know they have continued to update and improve their process at their drone company and recently acquired the new DJI L2 lidar system. Complainant states that if Respondent is in the market, they offer drone photogrammetry, LIDAR, and thermal inspections. Complainant further states that with over 53,000 acres mapped, Certified Thermographers, and Pix4DMapper certified processors, they know how to get the job done and have great prices. Respondent states they are the right partner if Complainant needs high quality maps, geolocated asbuilts, survey accurate contours, thermal analysis reports, volumetric calculations, job progress documentation, or 3D models. Complainant's response to Respondent's email states "Are you currently working with a surveyor or are you looking to work with a surveyor? I ask because it looks like you are already providing topographic and planimetric surveying services." Respondent states they work with multiple different local surveyors and can "provide essentially all the required services, just without the stamp of course. My personal background comes from working in a survey office." Complainant also provided a screenshot of a profile for Complainant from something that looks similar to "LinkedIn" which states that Complainant is a "drone photogrammetry specialist offering photogrammetry, mapping, contours, 3D modeling, aerial photography, and videography."

Respondent states they contacted Complainant to offer their drone services to Complainant's firm. Respondent states their services are marketed to licensed surveyors and engineers to help them offer a better, more competitive product. Respondent states they collect data under the direct supervision of the licensed individual they are working with for a specified project. Respondent argues they make it clear they offer collection services only and do not claim to be surveyors. Respondent notes that if Complainant would have continued to engage with them and signed any relevant work order, Complainant would have seen that Respondent boldly disclaims "[business name] provides data capture only and does not claim to be professional surveyors or engineers. Deliverables are for informational purposes only and are not suitable for making measurements with 'survey grade accuracy' unless validated and confirmed by a licensed surveyor or engineer." Respondent felt they were having a casual conversation with Complainant by email and felt they were declaring the opposite of what Complainant assumed when they stated they provide the drone services except "without the stamp."

Counsel does not find clear evidence of unlicensed activity and recommends dismissal.

RECOMMENDATION: Dismiss

BOARD DECISION: Close with a Letter of Warning.

4. 2024030471

Respondent:

License Status: Engineering Firm

Disciplinary History:

This complaint was opened against Respondent, a licensed engineering firm, as a result of a complaint that was presented at the May 16, 2024, Board meeting. That complaint was made by a licensed land surveyor against an unlicensed individual who is a partner at the Respondent firm for forging the Complainant's seal and stamp on a drawing. The Board assessed the unlicensed individual a \$4,000 civil penalty and the individual has signed the Consent Order and paid the fine. The Board also decided to open this complaint against the Respondent firm for possible unlicensed activity and to verify if the business is operating without a licensed land surveyor in responsible charge.

The individual's partner at the Respondent's firm provided a response to this complaint. Respondent states that their firm does not offer surveying services. Respondent has and continues to partner with various licensed surveyors on projects requiring survey information. As indicated in their partner's response to the original complaint (who has already been penalized as summarized above), due to time pressures, their partner had issued a drawing that did not include collaboration with the licensed land surveyor who often partners with Respondent. Since October of 2020 when Respondent's licensed land surveyor passed away, the firm has not offered surveying services and has not had a licensed land surveyor on staff. Respondent is a civil engineering firm offering land development services to their clients. All surveying work, with this notable exception, is handled by outside firms either independently or in conjunction with Respondent's work by their firm where appropriate. Respondent does help coordinate activities when tied to engineering projects, but the work is done outside of their firm.

Counsel recommends issuing a Letter of Warning to Respondent for allowing one of their managing partners to produce a survey drawing without ensuring a licensed land surveyor had partnered with the firm to create and stamp the drawing.

RECOMMENDATION: Letter of Warning regarding managing partner's fraudulent acts

BOARD DECISION: Concur

5. 2024029091

Respondent:

License Status: Active

First Licensed: 4/30/1979 Expires: 12/31/2025

Disciplinary History: None.

Complainant alleges Respondent came out to their property on May 12, 2024, and asked them if it was okay to do a land survey for a neighboring property, noting they would also be on Complainant's property during their field work. Complainant gave Respondent permission. Respondent came out on May 16, 2024, and completed a survey with their assistant. Complainant alleges Respondent was incorrect with their stake placement. Complainant alleges Respondent is attempting to steal their property and give it to someone else.

Respondent states they were hired by Complainant's neighbor to survey their property because an adjoining landowner (one of the residents living on Complainant's property) had dug a ditch across their driveway with a backhoe and the neighbor had no way to access his property. The landowner told Respondent that the neighbor told them that it was their driveway, and the landowner had no right to use it. By the time Respondent arrived, the ditch had been filled back in. Respondent states they pulled all relevant deeds necessary to survey a property, as they always do. The deed clearly stated that the landowner who hired them has an easement for ingress and egress to their property. Respondent spoke with Complainant and their husband (who likely dug the ditch) and told them they were going to survey the property for the neighboring landowner. Respondent surveyed the property according to the specific deed. Respondent states someone from Complainant's family asked them to survey their property and Respondent informed them that it would be in their best interest to get another surveyor since their neighbor had hired Respondent.

Complainant provides no evidence or any documentation of any kind to support their allegations and this appears to be a property/boundary dispute. There is no evidence of any violations and Counsel recommends dismissal.

RECOMMENDATION: Dismiss

BOARD DECISION: Concur

NEW BUSINESS

Jay Caughman made a motion to approve 1 PDH. This was seconded by Kevin Martin. The motion passed by unanimous voice vote.

ADJOURNMENT

The meeting adjourned at 10:20 a.m.