

BEFORE THE ARIZONA STATE BOARD OF APPRAISAL

RECEIVED
2009 MAR -4 PM 4:39
ARIZONA BOARD OF APPRAISAL

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

In the Matter of:
SHEMIKA L. HILL
Licensed Residential Appraiser
License No. 10901

Case No. 2624
CONSENT AGREEMENT AND ORDER

In the interest of a prompt and judicious settlement of the above-captioned matter before the Arizona Board of Appraisal ("Board") and consistent with public interest, statutory requirements and responsibilities of the Board, and pursuant to A.R.S. § 32-3601 *et seq.* and A.R.S. §41-1092.07(F)(5), Shemika L. Hill, ("Respondent"), holder of license no. 10901 and the Board enter into this Consent Agreement, Findings of Fact, Conclusions of Law and Order ("Consent Agreement") as the final disposition of this matter.

On December 10, 2008 the Board met and held an Informal Hearing to discuss Case No. 2624. Respondent was properly noticed of the Board's Informal Hearing and she appeared personally and on her own behalf. At the conclusion of the Board's investigation, consideration and discussion of this matter, the Board voted to offer the Respondent a Consent Agreement and Order of Discipline in lieu of further administrative proceedings.

JURISDICTION

1. The Arizona State Board of Appraisal ("Board") is the state agency authorized pursuant to A.R.S. § 32-3601 *et seq.*, and the rules promulgated thereunder, found in the Arizona Administrative Code ("A.A.C." or "rules") at R4-46-101 *et seq.*, to regulate and control the licensing and certification of real property appraisers in the State of Arizona.

✓

1 square foot cannot be supported for the Average Quality Rating in the Marshall & Swift
2 Residential Cost Handbook.

3 5. In the third paragraph of the addendum relating to Scope of Work, the
4 Respondent states "The comparables are adjusted...by utilizing paired sales analysis."
5 However, at the top of page 2 of the addendum, the Respondent states "The appraiser
6 used reasonable methods to determine these adjustments." The Respondent's Workfile
7 does not contain information of how the adjustments were determined.
8

9 6. The Respondent's Workfile has a copy of the appraisal request, which
10 shows on the date stamp, October 9, 2007. This is one day *after* the appraisal report was
11 signed by the Respondent. Another document from the Respondent shows "Original
12 appraisal sent" and that document is dated November 17, 2007.
13

14 7. The Respondent's Workfile contains no supporting data for the adjustment
15 made for views, garages or swimming pools.
16

17 CONCLUSIONS OF LAW

18 1. Pursuant to A.R.S. § 32-3635, a certified or licensed appraiser in the State
19 of Arizona must comply with the standards of practice adopted by the Board. The
20 Standards of Practice adopted by the Board are codified in the USPAP edition applicable
21 at the time of the appraisal.

22 2. The conduct described above constitutes violations of the following
23 provisions of the USPAP 2008-2009 edition: Standards Rule 1-1(a) and (b); Standards
24 Rule 1-4(b)(i) and Ethics Standard Rule—Recordkeeping.
25
26

ORDER

1
2 Based upon the foregoing Findings of Fact and Conclusions of Law, the parties
3 agree to the following:

4 1. **Upon the effective date of this Consent Agreement, Respondent's**
5 **certificate as a Certified Residential Appraiser shall be placed on probation for a**
6 **minimum period of six (6) months.** During probation, Respondent shall comply with
7 USPAP, Arizona Revised Statutes and Appraisal Board rules.

8 2. Respondent shall successfully complete the following education within
9 **six (6) months** of the effective date of this Consent Agreement: **Seven (7) hours**
10 **(minimum) in Sales Comparison and seven (7) hours (minimum) in Cost**
11 **Approach.** The education required under this paragraph **may not** be counted toward
12 continuing education requirements or for the renewal of Respondent's certificate.
13 Proof of completion of the required education must be submitted to the Board within 3
14 weeks of completion of the required courses.

15 3. During the term of probation, Respondent shall: (a) demonstrate
16 resolution of the problems that resulted in this disciplinary action; and (b) otherwise
17 comply with the terms of this Consent Agreement.

18 4. During the period of mentorship set forth below in paragraph number 5,
19 Respondent shall complete a minimum of **twelve (12) appraisal reports** under the
20 supervision of an Arizona Certified Residential or Certified General Appraiser who
21 shall serve as Respondent's mentor ("Mentor").

22 5. **During the six (6) month probationary period, the Respondent shall**
23 **not issue a verbal or written appraisal, appraisal review, or consulting**
24 **assignment without prior review and approval by a Mentor.** Each report shall be
25 signed by the Mentor as a supervisory appraiser. The Mentor shall be either an
26 Arizona Certified Residential or General Appraiser. In the event that the Respondent's

1 client will not accept the signature of the Mentor affixed to an assignment as a
2 supervisory appraiser, the Mentor need not co-sign the report, but must complete a
3 written review of each report ensuring that the report complies with USPAP and the
4 Board's statutes and rules. The Mentor's review shall comply with the requirements of
5 Standard 3 of the USPAP. The Mentor's Standard 3 review shall be completed before
6 the report is issued to the client. Any changes the Mentor requires to ensure the report
7 complies with the USPAP shall be completed by the Respondent and approved by the
8 Mentor before the report is issued. The Mentor's written Standard 3 review shall be
9 maintained by the Mentor and made available to the Board upon request. In order to
10 invoke these provisions, the Respondent must submit proof to the Board with her
11 monthly log showing that her client's policies prevent co-signature by the Mentor.

12 After **six (6) months**, the requirement of pre-approval of appraisals by a
13 Mentor may be terminated upon approval by the Board if Respondent has complied
14 with the conditions set out in this Order.

15 6. The Mentor must be approved by the Board and is subject to removal by
16 the Board for nonperformance of the terms of this Consent Agreement. The Mentor
17 may not have a business relationship with Respondent except for the Mentor/Mentee
18 relationship nor may the Mentor be related to Respondent. Any replacement Mentor
19 is subject to the Board's approval and the remaining terms of this Consent Agreement.
20 The Board's Executive Director may give temporary approval of the Mentor until the
21 next regular meeting of the Board.

22 7. Not more than **30 days** after the effective date of this Consent
23 Agreement, Respondent shall submit to the Board the name and resume of an Arizona
24 Certified Residential or Arizona Certified General Appraiser who is willing to serve as
25 Respondent's Mentor together with a letter from the potential Mentor agreeing to
26 serve as Respondent's Mentor. If requested by Board staff, Respondent shall continue

1 to submit names, resumes, and letters agreeing to serve as Mentor until a Mentor is
2 approved by the Board. Any Mentor must be approved in writing by the Board.

3 8. Respondent shall bear all costs and expenses associated with the
4 mentorship and incurred by attending the course.

5 9. The Mentor shall submit monthly reports to the Board for each calendar
6 month during Respondent's probationary period reflecting the quantity and quality of
7 Respondent's work, including, but not limited to, improvement in Respondent's
8 practice and resolution of those problems that prompted this action. The Mentor's
9 report shall be filed monthly beginning the 15th day of the first month following the
10 start of Respondent's probationary period and continuing each month thereafter until
11 termination of the mentorship period by the Board. **Even if the Mentor reviews no**
12 **appraisals during a given month, a report stating that no appraisals were**
13 **reviewed or approved must be submitted. It is the Respondent's responsibility to**
14 **ensure that the Mentor submits his/her reports monthly.** If the monthly reporting date
15 falls on a Saturday, Sunday, or holiday, the report is due on the next business day.
16 The monthly report may be filed by mail or facsimile.

17 10. The Respondent shall file an appraisal log with the Board on a monthly
18 basis listing every Arizona appraisal that she has completed within the prior calendar
19 month by property address, appraisal type, valuation date, the Mentor's review date,
20 the date the appraisal was issued, and the number of hours worked on each
21 assignment. The report log shall be filed monthly beginning the 15th day of the first
22 month following the start of Respondent's probationary period and continuing each
23 month thereafter until the Board terminates the probation. If the log reporting date
24 falls on a Saturday, Sunday, or holiday, the report log is due on the next business day.
25 **Even if Respondent performs no appraisals within a given month, she must still**
26

1 **file an appraisal log with the Board showing that no appraisals were performed.**

2 The monthly log report may be filed by mail or facsimile.

3 11. The Board reserves the right to audit any of Respondent's reports and
4 conduct peer review, as deemed necessary, during the probationary period. The Board
5 may, in its discretion, seek separate disciplinary action against the Respondent for any
6 violation of the applicable statutes and rules discovered in an audit of the
7 Respondent's appraisal reports provided to the Board under the terms of this Consent
8 Agreement.

9 12. Respondent's probation, including mentorship, shall continue until: (a)
10 Respondent petitions the Board for termination as provided in paragraph 13, and (b)
11 the Board terminates the probation and mentorship. Upon petition by the Respondent
12 for termination of the mentorship, the Board will select and audit 3 of Respondent's
13 appraisal reports.

14 13. At the end of **six (6) months** from the effective date of this Consent
15 Agreement, the Respondent must petition the Board for termination of her probation
16 and mentorship. If the Board determines that Respondent has not complied with **all**
17 the requirements of this Consent Agreement, the Board, at its sole discretion, may
18 either: (a) continue the probation and/or the mentorship; or (b) institute proceedings
19 for noncompliance with this Consent Agreement, which may result in suspension,
20 revocation, or other disciplinary and/or remedial action.

21 14. Respondent shall not act as a supervising appraiser for other appraisers or
22 trainees, nor shall she act as a mentor, during the term of the probation. Respondent shall
23 also not teach any course related to real estate appraisals during the term of the probation.

24 15. Respondent shall comply with the Uniform Standards of Professional
25 Appraisal Practice in performing all appraisals and all Board statutes and rules.
26

1 16. If, between the effective date of this Consent Agreement and the
2 termination of Respondent's probation by the Board, Respondent fails to renew her
3 license while under this Consent Agreement and subsequently applies for a license or
4 certificate, the remaining terms of this Consent Agreement, including probation and
5 mentorship, shall be imposed if the application for license or certificate is granted.

6 17. Respondent has read and understands this Consent Agreement as set
7 forth herein, and has had the opportunity to discuss this Consent Agreement with an
8 attorney or has waived the opportunity to discuss this Consent Agreement with an
9 attorney. Respondent voluntarily enters into this Consent Agreement for the purpose
10 of avoiding the expense and uncertainty of an administrative hearing.

11 18. Respondent understands that she has a right to a public administrative
12 hearing concerning each and every allegation set forth in the above-captioned matter,
13 at which administrative hearing she could present evidence and cross-examine
14 witnesses. By entering into this Consent Agreement, Respondent freely and
15 voluntarily relinquishes all rights to such an administrative hearing, as well as all
16 rights of rehearing, review, reconsideration, appeal, judicial review or any other
17 administrative and/or judicial action, concerning the matters set forth herein.
18 Respondent affirmatively agrees that this Consent Agreement shall be irrevocable.

19 19. Respondent understands that this Consent Agreement, or any part
20 thereof, may be considered in any future disciplinary action against her.

21 20. The parties agree that this Consent Agreement constitutes final
22 resolution of this disciplinary matter.

23 21. Time is of the essence with regard to this agreement.

24 22. If Respondent fails to comply with the terms of this Consent Agreement,
25 the Board shall properly institute proceedings for noncompliance with this Consent
26 Agreement, which may result in suspension, revocation, or other disciplinary and/or

1 remedial actions. Respondent agrees that any violation of this Consent Agreement is a
2 violation of A.R.S. § 32-3631(A)(8), which is willfully disregarding or violating any
3 of the provisions of the Board's statutes or the rules of the Board for the
4 administration and enforcement of its statutes.

5 23. Respondent understands that this Consent Agreement does not constitute
6 a dismissal or resolution of other matters currently pending before the Board, if any,
7 and does not constitute any waiver, express or implied, of the Board's statutory
8 authority or jurisdiction regard any other pending or future investigation, action or
9 proceeding. Respondent also understands that acceptance of this Consent Agreement
10 does not preclude any other agency, subdivision or officer of this state from instituting
11 other civil or criminal proceedings with respect to the conduct that is the subject of
12 this Consent Agreement.

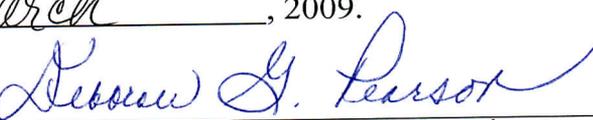
13 24. Respondent understands that the foregoing Consent Agreement shall not
14 become effective unless and until adopted by the Board of Appraisal and executed on
15 behalf of the Board. Any modification to this original document is ineffective and
16 void unless mutually approved by the parties in writing.

17 25. Respondent understands that this Consent Agreement is a public record
18 that may be publicly disseminated as a formal action of the Board.

19 26. Pursuant to the Board's Substantive Policy Statement #1, the Board
20 considers the violations in the above-referenced matter to constitute to a **Level III**
21 **Violation.**

22 DATED this ^{6th} ~~2~~ day of March, 2009.

23
24 
25 Shemika L. Hill
26 Respondent

23 
24 Deborah G. Pearson, Executive Director
25 Arizona Board of Appraisal

1 ORIGINAL of the foregoing filed
this 10th day of March, 2009 with:

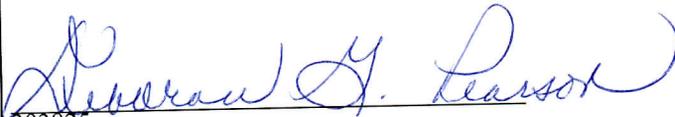
2 Arizona Board of Appraisal
3 1400 W. Washington Street, Suite 360
4 Phoenix, AZ 85007

5 COPY of the foregoing mailed regular and
Certified mail 7008 1140 0004 9529 4637
this 10th day of March, 2009 to:

6 Shemika L. Hill
7 8742 W. Wethersfield Rd.
8 Peoria, AZ 85381

9 COPY of the foregoing sent or delivered
this 10th day of March, 2009 to:

10 Jeanne M. Galvin
11 Assistant Attorney General
12 Arizona Attorney General's Office
1275 W. Washington - CIV/LES
12 Phoenix, AZ 85007

13 
14 Deborah G. Pearson
15 393825

16
17
18
19
20
21
22
23
24
25
26