

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

BEFORE THE ARIZONA STATE BOARD OF APPRAISAL

RECEIVED

2012 JUL 25 PM 1:00

ARIZONA BOARD OF APPRAISAL

Case Nos. 2624 and 3326

In the Matter of:

SHEMIKA L. HILL
Licensed Residential Appraiser
License No. 10901

**AMENDEED CONSENT AGREEMENT
AND ORDER**

In the interest of a prompt and judicious settlement of the above-captioned matters 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 Amended Consent Agreement, Findings of Fact, Conclusions of Law and Order ("Consent Agreement") as the final disposition of this matter.

On or about March 6, 2009, Respondent and the Board entered into a Consent Agreement and Order relating to case no. 2624. At its January 13, 2012 meeting, the Board considered case no. 3326 relating to your non-compliance with case no. 2624. At the Board's April 18, 2012 meeting, you personally appeared and sought approval of your mentor under the terms of the March, 2009 Consent Agreement and Order in case no. 2624. The Board approved the mentor and also voted to combine cases 2624 and 3326 into this Amended Consent Agreement and Order.

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 11. The incorrect sales date was included for comparable sale no. 3.
- 2 12. There were 4 other sales in the subject's subdivision that would have
- 3 indicated a different value.

CONCLUSIONS OF LAW

2624

4
5
6 Pursuant to A.R.S. § 32-3635, a certified or licensed appraiser in the State of
7 Arizona must comply with the standards of practice adopted by the Board. The
8 Standards of Practice adopted by the Board are codified in the USPAP edition applicable
9 at the time of the appraisal.
10

11 The conduct described above constitutes violations of the following provisions of
12 the USPAP 2008-2009 edition: Standards Rule 1-1(a) and (b); Standards Rule 1-4(b)(i)
13 and Ethics Standard Rule—Recordkeeping.
14

3326

15
16 Pursuant to A.R.S. § 32-3635, a certified or licensed appraiser in the State of
17 Arizona must comply with the standards of practice adopted by the Board. The
18 Standards of Practice adopted by the Board are codified in the USPAP edition applicable
19 at the time of the appraisal.
20

21 The conduct described above constitutes violations of the following provisions of
22 the USPAP, 2006 edition:

Standards Rule 1-1(b) and (c) and Standards Rule 1-4(a)

23
24
25
26

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

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

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

23 7. On April 18, 2012, the Board approved Respondent's Mentor. Should
24 Respondent obtain a replacement or an additional Mentor, he or she must be pre-
25 approved by the Board.

26

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

3 9. The Mentor shall submit monthly reports to the Board for each calendar
4 month during Respondent's probationary period reflecting the quantity and quality of
5 Respondent's work, including, but not limited to, improvement in Respondent's
6 practice and resolution of those problems that prompted this action. The Mentor's
7 report shall be filed monthly beginning the 1st day of the first month following the
8 start of Respondent's probationary period and continuing each month thereafter until
9 termination of the mentorship period by the Board. **Even if the Mentor reviews no**
10 **appraisals during a given month, a report stating that no appraisals were**
11 **reviewed or approved must be submitted. It is the Respondent's responsibility to**
12 **ensure that the Mentor submits his/her reports monthly.** If the monthly reporting date
13 falls on a Saturday, Sunday, or holiday, the report is due on the next business day.
14 The monthly report may be filed by mail or facsimile.

15 10. The Respondent shall file an appraisal log with the Board on a monthly
16 basis listing every Arizona appraisal that she has completed within the prior calendar
17 month by property address, appraisal type, valuation date, the Mentor's review date,
18 the date the appraisal was issued, and the number of hours worked on each
19 assignment. The report log shall be filed monthly beginning the 1st day of the first
20 month following the start of Respondent's probationary period and continuing each
21 month thereafter until the Board terminates the probation. If the log reporting date
22 falls on a Saturday, Sunday, or holiday, the report log is due on the next business day.
23 **Even if Respondent performs no appraisals within a given month, she must still**
24 **file an appraisal log with the Board showing that no appraisals were performed.**
25 The monthly log report may be filed by mail or facsimile.

26

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

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

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

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

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

24 16. If, between the effective date of this Consent Agreement and the
25 termination of Respondent's probation by the Board, Respondent fails to renew her
26 license while under this Consent Agreement and subsequently applies for a license or

1 certificate, the remaining terms of this Consent Agreement, including probation and
2 mentorship, shall be imposed if the application for license or certificate is granted.

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

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

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

18 20. The parties agree that this Consent Agreement constitutes final
19 resolution of this disciplinary matter.

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

21 22. If Respondent fails to comply with the terms of this Consent Agreement,
22 the Board shall properly institute proceedings for noncompliance with this Consent
23 Agreement, which may result in suspension, revocation, or other disciplinary and/or
24 remedial actions. Respondent agrees that any violation of this Consent Agreement is a
25 violation of A.R.S. § 32-3631(A)(8), which is willfully disregarding or violating any
26

1 of the provisions of the Board's statutes or the rules of the Board for the
2 administration and enforcement of its statutes.

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

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

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

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

20 DATED this ²⁷ ~~22~~ day of ^{July} ~~May~~, ²⁰¹² ~~20012~~.

21
22
23 
24 Shemika L. Hill
25 Respondent

23  Kevin Yeanoplos,
24 Dan Pietropaulo, Executive Director Chairperson
25 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

ORIGINAL of the foregoing filed
this 27 day of July, 2012 with:

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

COPY of the foregoing mailed regular and
Certified mail 7009 1680 0000 7387 0828
this 27 day of July, 2012 to:

Shemika L. Hill
P.O. Box 5841
Peoria, AZ 85385

COPY of the foregoing sent or delivered
this 27 day of July, 2012 to:

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


2702215
Rebecca M. Loar