

BEFORE THE ARIZONA STATE BOARD OF APPRAISAL

In the Matter of:

Case No. 2938

JOHN J. KOSIR
Certified Residential Appraiser
Certificate No. 21945

**CONSENT AGREEMENT AND ORDER
OF DISCIPLINE**

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), John J. Kosir, ("Respondent"), holder of certificate no. 21945 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 October 29, 2009 and again on March 9, 2010, the Board met to discuss Case No. 2938. Respondent was properly noticed and personally appeared on his own behalf. At the conclusion of the Board's consideration of the 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.

CONCLUSIONS OF LAW

1
2 1. Pursuant to A.R.S. § 32-3635, a certified or licensed appraiser in the State of
3 Arizona must comply with the standards of practice adopted by the Board. The
4 Standards of Practice adopted by the Board are codified in the USPAP edition applicable
5 at the time of the appraisal.
6

7 2. The conduct described above constitutes violations of the following
8 provisions of the USPAP, 2008-2009: Standards Rule 1-1(a); Standards Rule 1-2(h);
9 Standards Rule 1-4(b); Standards Rule 2-1(a); Standards Rule 2-3; Scope of Work---
10 Acceptability.
11

ORDER

12
13 Based upon the foregoing Findings of Fact and Conclusions of Law, the parties
14 agree to the following:

15 1. **Upon the effective date of this Consent Agreement, Respondent's**
16 **certificate as a Certified Residential Appraiser shall be placed on probation for a**
17 **period of twelve (12) months.** During probation, Respondent shall comply with USPAP,
18 Arizona Revised Statutes and Appraisal Board rules.

19 2. The Board acknowledges and accepts Respondent's recent completion of the
20 following education in satisfaction of this Consent Agreement and Order: **Seven (7)**
21 **hours of Cost Approach and seven (7) hours of Complex Properties.** The education
22 completed under this paragraph may not be counted toward continuing education
23 requirements or for the renewal of Respondent's certificate.

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

1 4. During the period of probation, Respondent shall complete a minimum of
2 **twelve (12) appraisal reports.** The Respondent shall file an appraisal log with the Board
3 on a monthly basis listing every Arizona appraisal that he has completed within the prior
4 calendar month by property address, appraisal type, valuation date, the date the appraisal
5 was issued, and the number of hours worked on each assignment. The report log shall be
6 filed monthly beginning the 15th day of the first month following the start of
7 Respondent's probationary period and continuing each month thereafter until the Board
8 terminates the probation. If the log reporting date falls on a Saturday, Sunday, or
9 holiday, the report log is due on the next business day. **Even if Respondent performs**
10 **no appraisals within a given month, he must still file an appraisal log with the Board**
11 **showing that no appraisals were performed.** The monthly log report may be filed by
12 mail or facsimile.

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

18 6. Respondent's probation shall continue until: (a) Respondent petitions the
19 Board for termination as provided in paragraph 7 and (b) the Board terminates the
20 probation. Upon petition by the Respondent for termination of the probation, the Board
21 will select and audit 3 of Respondent's appraisal reports.

22 7. At the end of **three (3) months** from the effective date of this Consent
23 Agreement, the Respondent may petition the Board for termination of his probation. If
24 the Board determines that Respondent has not complied with **all** the requirements of this
25 Consent Agreement, the Board, at its sole discretion, may either: (a) continue the
26

1 probation; or (b) institute proceedings for noncompliance with this Consent Agreement,
2 which may result in suspension, revocation, or other disciplinary and/or remedial action.

3 8. Respondent shall not act as a supervising appraiser for other appraisers or
4 trainees, nor shall he act as a mentor, during the term of the probation. Respondent shall
5 also not teach any course related to real estate appraisals during the term of the probation.

6 9. Respondent shall comply with the Uniform Standards of Professional
7 Appraisal Practice in performing all appraisals and all Board statutes and rules.

8 10. If, between the effective date of this Consent Agreement and the termination
9 of Respondent's probation by the Board, Respondent fails to renew his license while
10 under this Consent Agreement and subsequently applies for a license or certificate, the
11 remaining terms of this Consent Agreement, including probation, shall be imposed if the
12 application for license or certificate is granted.

13 11. Respondent has read and understands this Consent Agreement as set forth
14 herein, and has had the opportunity to discuss this Consent Agreement with an attorney
15 or has waived the opportunity to discuss this Consent Agreement with an attorney.
16 Respondent voluntarily enters into this Consent Agreement for the purpose of avoiding
17 the expense and uncertainty of an administrative hearing.

18 12. Respondent understands that he has a right to a public administrative hearing
19 concerning each and every allegation set forth in the above-captioned matter, at which
20 administrative hearing he could present evidence and cross-examine witnesses. By
21 entering into this Consent Agreement, Respondent freely and voluntarily relinquishes all
22 rights to such an administrative hearing, as well as all rights of rehearing, review,
23 reconsideration, appeal, judicial review or any other administrative and/or judicial action,
24 concerning the matters set forth herein. Respondent affirmatively agrees that this
25 Consent Agreement shall be irrevocable.
26

1 13. Respondent understands that this Consent Agreement, or any part thereof,
2 may be considered in any future disciplinary action against him.

3 14. The parties agree that this Consent Agreement constitutes final resolution of
4 this disciplinary matter.

5 15. Time is of the essence with regard to this agreement.

6 16. If Respondent fails to comply with the terms of this Consent Agreement, the
7 Board shall properly institute proceedings for noncompliance with this Consent
8 Agreement, which may result in suspension, revocation, or other disciplinary and/or
9 remedial actions. Respondent agrees that any violation of this Consent Agreement is a
10 violation of A.R.S. § 32-3631(A)(8), which is willfully disregarding or violating any of
11 the provisions of the Board's statutes or the rules of the Board for the administration and
12 enforcement of its statutes.

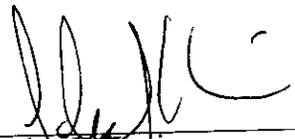
13 17. Respondent understands that this Consent Agreement does not constitute a
14 dismissal or resolution of other matters currently pending before the Board, if any, and
15 does not constitute any waiver, express or implied, of the Board's statutory authority or
16 jurisdiction regard any other pending or future investigation, action or proceeding.
17 Respondent also understands that acceptance of this Consent Agreement does not
18 preclude any other agency, subdivision or officer of this state from instituting other civil
19 or criminal proceedings with respect to the conduct that is the subject of this Consent
20 Agreement.

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

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

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

3 **Violation.** 15 April
4 DATED this 15 day of March, 2010.

5
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7 
8 John J. Kosir
9 Respondent

10 
11 Executive Director
12 Arizona Board of Appraisal

13 **ORIGINAL** of the foregoing filed
14 this 15 day of April, 2010 with:

15 Arizona Board of Appraisal
16 1400 W. Washington Street, Suite 360
17 Phoenix, AZ 85007

18 **COPY** of the foregoing mailed regular and certified 7008 1140 0004 9529 4590
19 this 15 day of March April, 2010 to:

20 Mr. John J. Kosir
21 4727 E. Bell Road
22 Ste. #45-330.
23 Phoenix, AZ 85032

24 **COPY** of the foregoing sent or delivered
25 this 15 day of April, 2010 to:

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

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