





1 **FINDINGS OF FACT**

2 On or about December 16, 2010, the Board's investigation revealed the following:

3 1. This matter deals with an appraisal conducted and report written by  
4 Respondent of a single family residence located at 3826 E. Harmony Ave., Mesa, AZ  
5 85026 with an effective date of value of August 6, 2009.

6 2. Comparable Sales nos. 1, 2 and 4 were previously transferred by trustees'  
7 deeds but Respondent did not disclose or analyze the transfers.

8 3. The workfile did not contain any information regarding land sales or  
9 market extractions.

10 4. There are conflicting statements regarding market conditions within the  
11 report.

12 5. Respondent failed to sketch the rear patio.

13 **CONCLUSIONS OF LAW**

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

18 The conduct described above constitutes violations of the following provisions of  
19 the USPAP, 2008-2009 edition:

20 Standards Rule 1-1(a); Standards Rule 1-2(h); Standards Rule 1-4(a) and (b);  
21 Standards Ethic Rule---Competency and Recordkeeping; and Scope of Work—  
22 Acceptability.

23 **ORDER**

24 Based upon the foregoing Findings of Fact and Conclusions of Law, the parties  
25 agree to the following:  
26

1           1.     **Upon the effective date of this Consent Agreement, Respondent's**  
2 **Certificate as a Certified Residential Appraiser shall be placed on probation for a**  
3 **minimum period of six (6) months.** During probation, Respondent shall comply with  
4 USPAP, Arizona Revised Statutes and Appraisal Board rules. The effective date of this  
5 Consent Agreement is the date that it is signed by the Board's Executive Director on  
6 behalf of the Board.

7           2.     Respondent shall successfully complete the following education within **six**  
8 **(6) months** of the effective date of this Consent Agreement: **Fifteen (15) hours of Basic**  
9 **Appraisal (with an exam).** The education under this paragraph may not be counted  
10 toward the continuing education requirements for the renewal of Respondent's certificate.  
11 **The coursework may be completed through distance education.** The same class may  
12 not be repeated to fulfill the education requirements of this Consent Agreement.  
13 Respondent shall bear all costs associated with completing this education.

14           3.     Proof of completion of the required education must be submitted to the  
15 Board within 3 weeks of completion of the required course.

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

19           5.     During the period of probation, Respondent shall complete a minimum of  
20 **twelve (12) appraisal reports.** The Respondent shall file an appraisal log with the Board  
21 on a monthly basis listing every Arizona appraisal that he has completed within the prior  
22 calendar month by property address, appraisal type, valuation date, the date the appraisal  
23 was issued, and the number of hours worked on each assignment. The report log shall be  
24 filed monthly beginning the 15<sup>th</sup> day of the first month following the start of  
25 Respondent's probationary period and continuing each month thereafter until the Board  
26 terminates the probation. If the log reporting date falls on a Saturday, Sunday, or

1 holiday, the report log is due on the next business day. **Even if Respondent performs**  
2 **no appraisals within a given month, he must still file an appraisal log with the Board**  
3 **showing that no appraisals were performed.** The monthly log report may be filed by  
4 mail or facsimile.

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

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

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

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

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

25 11. If, between the effective date of this Consent Agreement and the  
26 termination of Respondent's probation by the Board, Respondent fails to renew his

1 license while under this Consent Agreement and subsequently applies for a license or  
2 certificate, the remaining terms of this Consent Agreement, including probation, shall be  
3 imposed if the application for license or certificate is granted.

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

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

17 14. Respondent understands that this Consent Agreement, or any part thereof,  
18 may be considered in any future disciplinary action against him.

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

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

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

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

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

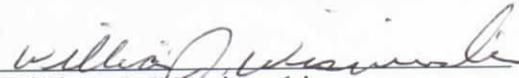
11 19. Respondent understands that the foregoing Consent Agreement shall not  
12 become effective unless and until adopted by the Board of Appraisal and executed on  
13 behalf of the Board. Any modification to this original document is ineffective and void  
14 unless mutually approved by the parties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

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

17 21. 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 20 day of July, 2011.

21   
22 William J. Wisniewski  
23 Respondent

21   
22 Dan Pietropaolo  
23 Executive Director  
Arizona Board of Appraisal

24 **ORIGINAL** of the foregoing filed  
25 this 20 day of July, 2011 with:

26 Arizona Board of Appraisal  
1400 West Washington Street, Suite 360  
Phoenix, Arizona 85007

1 **COPY** of the foregoing mailed regular  
and certified mail 7009 1680 0000 7387 2518  
2 this 20 day of July, 2011 to:

3 Mr William J. Wisniewski  
4802 E. Ray Road  
4 Ste. 23  
Phoenix, AZ 85044

5 **COPY** of the foregoing sent or delivered  
6 this 20 day of July, 2011 to:

7 Jeanne M. Galvin  
Assistant Attorney General  
8 Arizona Attorney General's Office  
1275 West Washington, CIV/LES  
9 Phoenix, Arizona 85007

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11 By:   
12 1460718  
Rebecca M. Coar

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