

BEFORE THE IOWA REAL ESTATE APPRAISER EXAMINING BOARD
OF THE STATE OF IOWA

Department of Commerce
Division of Banking

FILED 11.30.2022 (DATE)

REAP

Board / Commission

Case No. 20-24

Signature, Executive Officer

IN THE MATTER OF:

BRENT KIMBLE,
LICENSE #CR01116,

RESPONDENT.

AMENDMENT TO COMBINED
STATEMENT OF CHARGES AND
SETTLEMENT AGREEMENT

The Iowa Real Estate Appraiser Examining Board (the “Board”) and Brent Kimble (the “Respondent”) enter into this Amendment to the November 29, 2021 Combined Statement of Charges and Settlement Agreement (the “Consent Order”) in Case No. 20-24, as of the date of last signature below (the “Effective Date”), as follows:

1. The Board and Respondent entered into a Consent Order effective November 29, 2021. The Consent Order required Respondent to take 43 hours of specific continuing education courses within 90 days; and, 60 days following the completion of such courses, submit three appraisals for Standard Three desk review by a certified appraiser retained by the Board. Following receipt of the three review appraisals, the Consent Order calls for the Board to either continue ongoing monitoring of Respondent’s work product or, if the appraisals reveal significant USPAP violations, the Board may order additional education or desk reviews, or other rehabilitative measures.

2. One of the post-education reports reviewed showed severe USPAP deficiencies. The other two reports reviewed were overall compliant but concerns were noted in both regarding adjustments and lack of explanation.

3. The Board voted on September 23, 2022, to offer an amendment to the statement of charges and settlement agreement.

4. Respondent acknowledges he has the right to hearing and he waives that right and all attendant rights, including the right to seek judicial review, by freely and voluntarily entering into this Amendment to Consent Order. Respondent acknowledges he had the opportunity to consult with legal counsel prior to signing this Amendment to Consent Order.

In light of the above, the Consent Order is amended by redesignating Section C of the original Consent Order to Section D and adding a new Section C under “IT IS THEREFORE ORDERED” on page four. The amended Sections C and D read as follows:

C. Additional Desk Review

1. Because Respondent’s work product evaluated pursuant to Section B above was found not to be fully USPAP compliant, the Board will continue its evaluation of Respondent’s

work product pursuant to subsection B(6)(b).

2. Respondent will be provided copies of the redacted Standard Three/Four reviews completed by the review appraiser as part of Section B. Respondent should review the reports and implement any suggestions and/or correct any areas of deficiencies found in the reviews.

3. Approximately 30 days following the Effective Date, the Board will randomly select two appraisals from Respondent's log for review. Of the two reports, both must contain the cost approach and sales comparison approach. The Respondent is free to utilize demonstration appraisal reports so long as at least three different appraisal reports are completed so that a random selection of reports may be completed.

4. The Board will retain a certified appraiser to complete Standard Three/Four reviews on the appraisal selected for review. Respondent shall provide the Board, within 10 days of request, one paper copy of the appraisals and associated work files and the sum of \$850 to be paid by the Board to the retained peer review appraiser(s).

5. The reviewing appraiser(s) shall complete a comprehensive Standard Three/Four review for each appraisal. The review shall be for facial compliance with USPAP. The reviewer(s) will not perform inspections or warrant the accuracy of Respondent's work product, but will review work papers, calculations, and any other documents as may be reasonably necessary. Along with appraisal reports and workfiles, Respondent shall provide the reviewing appraiser(s) copies of all documents verifying the accuracy of fact representations in each appraisal. The reviewer(s) may request additional information, if needed, such as documentation of paired sales analysis, documentation of support for site valuations, and the like. The costs associated with desk review are the responsibility of Respondent but are capped at the amounts noted in paragraph 4.

6. The reviewer(s) shall prepare written comments on each appraisal's compliance with USPAP, and shall provide copies of the written comments to the Board. The Board will provide the reviews to Respondent.

7. Following the Board's receipt of the three appraisals, the Board will either:

- a) Enter an order indicating Respondent's full compliance with Sections A through C of this Settlement Agreement; or
- b) If the desk review comments and appraisals reveal significant USPAP violations, the Board shall defer final ruling and may order additional education or desk reviews, or other rehabilitative measures. No such order will be issued without affording Respondent reasonable notice and an opportunity to request hearing.

D. Ongoing Desk Review

1. Following successful compliance with Sections A through C of this Settlement Agreement, Respondent shall continue to forward monthly logs to the Board for a period of 12 months. The Board will randomly select one appraisal from each log for review. The Board will

retain a certified appraiser to complete Standard Three/Four reviews on the appraisal selected for review. Respondent shall provide the Board, within 10 days of request, one paper copy of the appraisals and associated work files and the sum of \$425 for each peer review to be paid by the Board to the retained peer review appraiser(s).

2. The reviewing appraiser(s) shall complete a comprehensive Standard Three/Four review for each appraisal. The review shall be for facial compliance with USPAP. The reviewer(s) will not perform inspections or warrant the accuracy of Respondent's work product, but will review work papers, calculations, and any other documents as may be reasonably necessary. Along with appraisal reports and workfiles, Respondent shall provide the reviewing appraiser(s) copies of all documents verifying the accuracy of fact representations in each appraisal. The reviewer(s) may request additional information, if needed, such as documentation of paired sales analysis, documentation of support for site valuations, and the like. The costs associated with desk review are the responsibility of Respondent but are capped at the amounts noted in paragraph 1.

3. The reviewer(s) shall prepare written comments on each appraisal's compliance with USPAP, and shall provide copies of the written comments to the Board. The Board will provide the reviews to Respondent.

4. Following the Board's receipt of the 12 review appraisals as set forth in this Section D, the Board will either:


- a) Enter an order indicating Respondent's full compliance with Section A through D of this Settlement Agreement; or
- b) If the desk review comments and appraisals reveal significant USPAP violations, the Board shall defer final ruling and may order additional education or desk reviews, or other rehabilitative measures. No such order will be issued without affording Respondent reasonable notice and an opportunity to request hearing.

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AGREED AND ACCEPTED:


Brent Kimble, Respondent

11-29-2022
Date


Dan Fuhrmeister, Chair
Iowa Real Estate Appraiser Examining Board

11-30-2022
Date


Lori SchraderBachar, PLB Bureau Chief
(Superintendent's Designee)

11-30-2022
Date

IN THE MATTER OF:

BRENT KIMBLE,
CR01116

Respondent.

Case No. 20-24

COMBINED STATEMENT
OF CHARGES AND
SETTLEMENT AGREEMENT

A. Statement of Charges

1. The Iowa Real Estate Appraiser Examining Board (“Board”) has jurisdiction of this disciplinary matter pursuant to Iowa Code chs. 17A, 272C, and 543D.

2. Respondent is a certified residential real estate appraiser in Iowa. He was issued Certificate No. CR01116 on December 2, 1991.

3. Certificate No. CR01116 is currently valid and scheduled to expire on June 30, 2022.

4. In August of 2020, the Board obtained information raising questions about Respondent’s compliance with USPAP in the development and reporting of one appraisal assignment (hereinafter “Initial Report”).

5. The Board requested copies from Respondent of the Initial Report.

6. The Board submitted the Initial Report for Standard Three/Four USPAP review by a peer reviewer.

7. The appraisal review revealed significant issues related to report writing, understanding and application of proper methodology, adherence to USPAP standards of practice and Respondent’s competency.

8. Thereafter, the Board requested two additional appraisal reports in order to assess Respondent’s work product as a whole. A peer reviewer reported that both additional appraisal reports revealed issues related to report writing, understanding, and application of proper methodology, adherence to USPAP standards of practice, and Respondent’s competency.

9. Respondent agreed to voluntarily appear at an informal hearing held on March 18, 2021, before the Board’s Disciplinary Committee. Following an informal hearing, the Board voted to find probable cause to charge Respondent with violating appraisal standards.

10. The Board charges Respondent with the following:

- a) Failure to adhere to USPAP in the development and communication of multiple appraisals in violation of Iowa Code §§ 543D.17(1)(d) and 543D.18(1) and Iowa Admin. Code rules 193F-7.2, 193F-7.3(2)(d) and 193F-7.3(7)(a).
- b) Failure to exercise reasonable diligence in the development and communication of multiple appraisals in violation of Iowa Code § 543D.17(1)(e) and Iowa

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Admin. Code rule 193F-7.3(6)(a).

- c) Demonstrating negligence or incompetence in the development, preparation, and communication of multiple appraisals in violation of Iowa Code §§ 272C.10(2) and 543D.17(1)(f) and Iowa Admin. Code rules 193F-7.3(2)(a)-(d) and (6)(a).

11. The Board and Respondent have agreed to fully resolve these charges through the following Settlement Agreement, rather than proceed to a contested case hearing.

12. In signing this Settlement Agreement, Respondent admits the underlying facts and conduct alleged by the Board in this case, and admits to a violation of the underlying statutory provisions and rules charged by the Board in this Statement of Charges.

B. Settlement Agreement

1. Respondent has a right to a hearing on the charges. However, by freely and voluntarily entering into this Settlement Agreement, Respondent waives Respondent's right to hearing and all attendant rights, including the right to appeal to the superintendent and seek judicial review.

2. This Settlement Agreement constitutes discipline against Respondent pursuant to and in accordance with Iowa Admin. Code rule 193F-20.42, and, subject to Iowa Admin. Code rule 193F-17.2(4), is the final agency action in a contested case pursuant to Iowa Code § 17A.10 and Iowa Admin. Code rule 193F-20.42.

3. Respondent acknowledges that Respondent had the opportunity to consult with counsel before agreeing to this Settlement Agreement.

4. Respondent agrees the State's counsel may present this Settlement Agreement to the Board and may have ex parte communications with the Board while presenting it.

5. This Settlement Agreement shall be part of the permanent record of Respondent and shall be considered by the Board in determining the nature and severity of any future penalty or sanctions to be imposed in the event of any future violations of the laws, rules, or standards administered by the Board.

6. This Combined Statement of Charges and Settlement Agreement is a public record available for inspection and copying in accordance with the requirements of Iowa Code chapter 22, and will be posted to the Board's public-facing online disciplinary index and reported to and posted on the Appraisal Subcommittee (ASC) National Registry.

7. Failure to comply with the provisions of this Settlement Agreement shall be grounds for further disciplinary action pursuant to Iowa Code § 272C.3(2)(a).

- 8. This Settlement Agreement is subject to approval of the Board:
 - a) If the Board fails to approve this Settlement Agreement, it shall be of no force or effect on either party, and it shall not be admissible for any purpose in further proceedings in this matter;
 - b) If the Board approves this Settlement Agreement, it shall take effect upon the date of last signature, below, and govern the issues of or related to this matter.

9. This Settlement Agreement shall not preclude the Board from taking additional action against Respondent should Respondent violate the laws, rules, or standards or practice administered by the Board in the future.

IT IS THEREFORE ORDERED:

A. Education

1. Respondent shall successfully complete within 90 days of the execution of this Settlement Agreement:

- a. A tested class of up to 20 hours, to be determined by agreement of the Board and Respondent, addressing appraisal of unique and complex properties;
- b. A 15-hour tested Residential Site Valuation and Cost Approach course;
- c. A four-hour The Fundamentals of Appraising Luxury Homes course; and
- d. A four-hour Residential Report Writing vs. Form Filling corrective education course.

Respondent shall bear any and all costs associated with these courses and may apply courses A1a through A1c above towards his continuing education requirements for any subsequent renewal.

2. Respondent shall forward to the Board a certificate of completion or other similar documentation or confirmation demonstrating completion within 10 days of completion of each course required by paragraph 1.

3. Respondent shall cause all Associate Appraisers that he supervises to take the same classes as set forth in Section A(1) within 120 days of the execution of this Settlement Agreement and report those class completions to the Board as set forth in Section A(2). Respondent shall be responsible for paying any costs with the Associate Appraisers' compliance with the obligations of this paragraph.

B. Logs and Desk Review

1. Until Respondent has complied with all terms of Sections A and B of this Settlement Agreement, Respondent shall send the Board appraisal logs by the 10th day of each month for the prior month's appraisals.

2. Approximately 60 days after Respondent has completed all education in accordance with Section A (Education), above, the Board will select three appraisals from Respondent's log for review that were completed after the required education was completed. Of the three reports for selection, one shall be an appraisal completed on a new construction property with a value over \$500,000. The Respondent is free to utilize demonstration appraisal reports so long as at least two different appraisals are completed so that a random selection of reports may be completed. Section A (Education), above, provides the deadline within which the required education must be completed. Respondent is free, however, to escalate the time frame for completion of this Settlement Agreement by completing the education earlier than the deadline.

3. The Board will retain a certified appraiser to complete Standard Three/Four reviews on the appraisals selected for review. Respondent shall provide the Board, within 10 days of

request, one paper copy of the appraisals and associated work files, and the sum of \$1,275 to be paid by the Board to the retained review appraiser(s).

4. The reviewing appraiser(s) shall complete a comprehensive Standard Three/Four review for each appraisal. The review shall be for facial compliance with USPAP. The reviewer(s) will not perform inspections or warrant the accuracy of Respondent's work product, but will review work papers, calculations, and any other documents as may be reasonably necessary. Along with appraisal reports and work files, Respondent shall provide the reviewing appraiser(s) copies of all documents verifying the accuracy of factual representations in each appraisal. The reviewer(s) may request additional information, if needed, such as documentation of paired sales analysis, documentation of support for site values, and the like. The costs associated with desk review are the responsibility of Respondent but are capped at the amounts noted in paragraph 3.

5. The reviewer(s) shall prepare written comments on each appraisal's compliance with USPAP, and shall provide copies of the written comments to the Board. The Board will provide the reviews to Respondent.

6. Following the Board's receipt of the three review appraisals, the Board will either:
- a) Continue ongoing monitoring of Respondent's work product pursuant to Section C; or
 - b) If the desk review comments and appraisals reveal significant USPAP violations, the Board may order additional education or desk reviews, or other rehabilitative measures. No such order will be issued without affording Respondent reasonable notice and an opportunity to request hearing.

C. Ongoing Desk Review

1. Following successful compliance with Section B of this Settlement Agreement, Respondent shall continue to forward monthly logs to the Board for a period of 12 months. The Board will randomly select one appraisal from each log for review. The board will retain a certified appraiser to complete Standard Three/Four reviews on the appraisal selected for review. Respondent shall provide the Board, within 10 days of request, one paper copy of the appraisals and associated work files, and the sum of \$425 for each peer review to be paid by the Board to the retained review appraiser(s).

2. The reviewing appraiser(s) shall complete a comprehensive Standard Three/Four review for each appraisal. The review shall be for facial compliance with USPAP. The reviewer(s) will not perform inspections or warrant the accuracy of Respondent's work product, but will review work papers, calculations, and any other documents as may be reasonably necessary. Along with appraisal reports and work files, Respondent shall provide the reviewing appraiser(s) copies of all documents verifying the accuracy of factual representations in each appraisal. The reviewer(s) may request additional information, if needed, such as documentation of paired sales analysis, documentation of support for site values, and the like. The costs associated with desk review are the responsibility of Respondent but are capped at the amounts noted in paragraph 1.

3. The reviewer(s) shall prepare written comments on each appraisal's compliance with USPAP, and shall provide copies of the written comments to the Board. The Board will provide the reviews to Respondent.

4. Following the Board's receipt of the 12 review appraisals as set forth in this Section

C, the Board will either:

- a) Enter an order indicating Respondent's full compliance with this Settlement Agreement; or
- b) If the desk review comments and appraisals reveal significant USPAP violations, the Board will defer final ruling and may order additional education or desk reviews, or other rehabilitative measures. No such order will be issued without affording Respondent reasonable notice and an opportunity to request hearing.

5. Until Respondent successfully completes all requirements of Sections B and C of this Settlement Agreement, Respondent's authority to supervise associate appraisers shall be in a probationary status and subject to suspension if Respondent fails to fully comply with the terms of this Settlement Agreement or if the desk reviews required by Sections B or C reveal that one or more of Respondent's appraisals fails to be substantially compliant with USPAP minimum requirements.

6. This Settlement Agreement shall not preclude the Board from filing additional charges if one or more of the appraisals submitted for any desk review process contemplated hereunder demonstrate probable cause to take such an action. Respondent agrees Board review of desk review reports or appraisals subject to desk review shall not constitute "personal investigation" or otherwise disqualify a Board member from acting as a presiding officer in any subsequent contested case(s).

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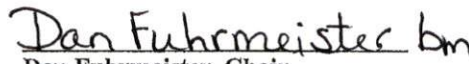
AGREED AND ACCEPTED:

Respondent

Iowa Real Estate Appraiser Examining Board



Brent Kimble

 bm

Dan Fuhrmeister, Chair

11-29-2021
Date

11/29/2021
Date