

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

Department of Commerce
Division of Banking

FILED 7/21/2021 (DATE)

IN THE MATTER OF:

TYSON BOECKMAN,
CR03146

RESPONDENT

Case No. 20-31

COMBINED STATEMENT
OF CHARGES AND
SETTLEMENT AGREEMENT

REAP

Board / Commission

B. March

Signature, Executive Officer

A. Statement of Charges

1. The Iowa Real Estate Appraiser Examining Board (“Board”) has jurisdiction of this disciplinary matter pursuant to Iowa Code chapters 17A, 272C, and 543D (2020).
2. Respondent is a certified residential real estate appraiser in Iowa. He was issued Certificate No. CR03146 on December 23, 2014.
3. Certificate No. CR03146 is currently valid and scheduled to expire on June 30, 2022.
4. In September 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”). The Board subsequently requested a copy from Respondent of the Initial Report by which the compliance issue was originally brought to the Board’s attention, and thereafter two additional appraisal reports in order to assess Respondent’s work product as a whole. The Board submitted all three reports for Standard Three/Four USPAP review by a peer reviewer. Two of the three appraisal reviews revealed issues related to report writing, understanding, and application of proper methodology, adherence to USPAP standards of practice, and Respondent’s competency.
5. Following an informal hearing in this matter in which Respondent participated with the Board’s Discipline Committee, on May 19, 2021, the Board voted to find probable cause to charge Respondent with violating appraisal standards.
6. 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 sections 543D.17(1)(d) and 543D.18(1) and Iowa Administrative 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 section 543D.17(1)(e) and Iowa Administrative 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 sections 272C.10(2) and 543D.17(1)(f) and Iowa Administrative Code rules 193F-7.3(2)(a)-(d) and (6)(a).

- d) Engaging in unethical, harmful, or detrimental conduct in violation of the public trust and USPAP's ETHICS RULE in violation of Iowa Code sections 272C.10(3), 543D.17(1)(b) and (d), and 543D.18(1) and Iowa Administrative Code rule 193F-7.3(4)(c).

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

8. 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 Administrative Code rule 193F-20.42, and, subject to Iowa Administrative Code rule 193F-17.2(4), is the final agency action in a contested case pursuant to Iowa Code section 17A.10 and Iowa Administrative 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 section 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 20-hour Mastering Unique and Complex Property Appraisal course; and
- b. A five-hour Desktop Appraisals: Next Generation Valuations LITE course.

Respondent shall bear any and all costs associated with these courses and may apply course A1a and A1b 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.

C. Logs and Desk Review

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

2. Approximately 30 days after Respondent has completed all education in accordance with Section A (Education), above, the Board shall select two appraisals from Respondent's log for review that were completed after the required education was completed. One of the reports shall be a complex property and one shall be a desktop report. Respondent is free to perform demonstration reports to fulfill this requirement so long as at least two reports of each type are completed so that a random selection may be performed. 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 \$850 to be paid by the Board to the retained review appraiser.

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 shall provide the reviews to Respondent.

6. Following the Board's receipt of the two review appraisals, the Board shall either:

- a) Enter an order indicating Respondent's full compliance with Section A and B 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.


7. Respondent shall not act as a supervisory appraiser for a period of three years following Respondent's release from this Settlement Agreement. Iowa Admin. Code r. 193F-15.4.

8. 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

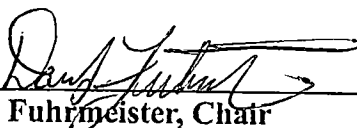


Tyson Boeckman

7/2/2021

Date

Iowa Real Estate Appraiser Examining Board



Dan Fuhrmeister, Chair

7-21-2021

Date