KANSAS REAL ESTATE APPRAISAL BOARD 2002 FALL NEWSLETTER

2002

VOL. XII

AN OVERVIEW OF THE COMPLAINT PROCESS

Since January 1, 2002, the Board has received 54 new complaints. During that timeframe the Investigative Committee of the Board held 11 meetings. Action resulting from those meetings include: 31 dismissed complaints; 3 cautionary letters, 29 complaints settled by Consent Agreement and Orders, 1 hearing was held and 9 Petitions for revocation were filed. There are currently 48 complaints pending.

THE COMPLAINT PROCESS

The Board receives complaints from many sources, including: individuals, financial institutions, federal entities, reviewers, anonymous sources, or the Board may initiate a complaint.

When the Board receives a complaint, we will determine if there is probable cause before proceeding with investigation of the complaint. The Board then initiates a complaint file and the investigation proceeds in the following manner (these steps may vary depending on the information provided in the original complaint):

 The appraiser is notified of the complaint and provided any supporting documentation the Board received concerning the complaint. The appraiser is instructed to respond to the complaint. The appraiser must provide the Board with a copy of the report, work-files and other supporting documentation the appraiser considers appropriate in responding to the complaint.

- Once received, the above information, including the original complaint, is then forwarded to a third party review appraiser.
- After the review is complete all of the information concerning the complaint is distributed to the Investigative Committee of the Board. The Investigative Committee will then determine appropriate action to be taken for settlement of the matter.
- Settlement may occur by dismissal, a cautionary or warning letter, a Consent Agreement and Order or by a hearing. The most common form of settlement is by a Consent Agreement and Order. This is an order that is entered into by the appraiser and the Board to settle the matter by agreeing to certain terms and conditions.
- Terms and conditions that are often used in a Consent Agreement and Order may include one or more of the following: requiring additional education, recovery of the expenses associated with the cost of the review, fines, probation, limitations to the scope of work per-

formed by the appraiser, submitting logs of work performed, suspension or revocation.

NO. 3

- An appraiser may not agree to accept the terms and conditions of the Consent Agreement and Order. In those cases, the appraiser may address the Investigative Committee in writing and request modifications to the agreement and their justification for those modifications; or the matter may go directly to hearing. If the matter cannot be settled by mutual agreement, the appraiser may request a hearing in the matter which is then set before the Hearing Panel.
- If the appraiser does not request a hearing and does not enter into a Consent Agreement and Order, the Board will file a Petition for Revocation and the matter will go to hearing.

(continued on page 2)



GOOD STANDING

Once an appraiser is disciplined by the Board, the appraiser is not considered to be in "good standing" until they have completed the terms and conditions of the Consent Agreement and Order or the terms of a Final Order issued by the Board.

SUPERVISING

Unless otherwise stipulated in the Consent Agreement, a Supervisor must be in good standing with the Board in order to supervise provisional/trainee appraisers.

PUBLICATION

Not all final orders are published. Complaints that are not published are still considered to be an open record. All disciplinary action is reported to the Appraisal Subcommittee and will be added to the National Registry.

OPEN RECORDS

A complaint that is in the Investigative process is considered to be confidential and any information pertaining to the complaint is not considered to be an open record.

After a complaint has been adjudicated, information concerning the complaint becomes an open record.■

CONTINUING EDUCATION REQUIREMENTS/CYCLES TO CHANGE

This is essentially a reprint of the article that appeared in the Spring 2002 Newsletter; **HOW-EVER**, there have been some changes made and the information should be reviewed to see if the changes would affect your 2003 renewal continuing education requirements.

Based on recommended changes set forth by the Appraiser Qualifications Board, the Kansas Real Estate Appraisal Board is currently adopting regulations that will change both the continuing education requirements and the education cycle. Effective July 1, 2003, all appraisers will be required to complete a 7-hour Uniform Standards of Professional Appraisal Practice (USPAP) Update course once every 2 years. This change will be implemented by the KREAB in the following manner:

INDIVIDUALS LICENSED PRIOR TO JULY 1, 2000

For the renewal period of July 1, 2002 through June 30, 2003, these appraisers will be required to meet the 14-hour continuing education requirement. There will be no specific USPAP reguirement for that renewal. There will be no carryover into the next renewal period. The first 2-year education cycle will begin with the July 1, 2003 through June 30, 2004 renewal period and the 7-hour National USPAP Update course would be required by June 30, 2005.

INDIVIDUALS LICENSED ON OR AF-TER JULY 1, 2000, BUT PRIOR TO JULY 1, 2001

For the renewal period of July 1, 2002 through June 30, 2003, these appraisers will complete the final year of the existing 3year cycle. They must meet the 15-hour, tested, USPAP course during the period from their first date of licensure through June 30, 2003. The first 2-year education cycle will begin with the July 1, 2003 through June 30, 2004 renewal period and the 7hour National USPAP Update course would be required by June 30, 2005.

INDIVIDUALS LICENSED ON OR AF-TER JULY 1, 2001, BUT PRIOR TO JULY 1, 2002

For the renewal period of July 1, 2002 through June 30, 2003,

these appraisers will be required to meet the 14-hour continuing education requirement. There will be no specific USPAP requirement for that renewal. There will be <u>no carryover</u> into the next renewal period. The first 2-year education cycle will begin with the July 1, 2003 through June 30, 2004 renewal period and the 7-hour National USPAP Update course would be required by June 30, 2005.

INDIVIDUALS LICENSED ON OR AF-TER JULY 1, 2002

These licensees will enter the 2-year education cycle in place at the time of their original licensure. These individuals will be exempt from education requirements at their June 30, 2003 renewal. There will be no carryover into the next renewal period. The first 2-year education cycle will begin with the July 1, 2003 through June 30, 2004 renewal period and the 7-hour National USPAP Update course would be required by June 30, 2005.

ERRORS IN APPRAISAL REPORTS -AN APPRAISER'S DUTY

Source: North Carolina Appraisal Board APPRAISERREPORT

Many of the complaints received by the Appraisal Board are the result of typographical and clerical errors in appraisal reports. A majority of errors occur simply because reports are not being proofread before they are signed. Often an appraiser will write over an old report, forgetting to make changes as necessary. The result may be a misleading report that confuses the intended users and other readers of the report.

USPAP addresses this issue in Standards Rule 1-1(c). That rule

states that "An appraiser must not render appraisal services in a careless or negligent manner, such as by making a series of errors that, although individually might not significantly affect the results of an appraisal, in the aggregate affect the credibility of those results."

The Appraisal Standards Board also addresses this issue in its publication, Frequently Asked Questions. The ASB states, "It is the opinion of the ASB that the appraiser is responsible for the contents, analyses and conclusions of the appraisal and appraisal report. When an error is discovered, the appraiser should contact the client in writing and inform the client of the error and correct information, and any other resulting changes in the analyses and reported conclusions."

Appraisers should carefully proofread their reports before sending them to clients. If a mistake is discovered in a report after it has been transmitted, the appraisers should let the client know about the error. If the mistake affects the conclusions in the report or the value of the subject, a new report should be sent to the client as soon as the error is known. ■

NEWSLETTER FORMAT TO CHANGE

Beginning with the Board's 2003 Newsletters, printed copies will not automatically be sent to each appraiser. Each quarter (Spring, Summer, Fall, Winter) a new newsletter will be posted on the Board's website at www.ink.org/public/kreab.

If you would prefer to receive the Newsletter in printed form, you may request that a copy be mailed to you by submitting your name and license/certificate number, via U.S. Mail to the KREAB at 1100 S.W. Wanamaker Rd., Ste. 104, Topeka, KS 66604; e-mail at <u>kreab1243@mindspring.com</u>; or facsimile at (785) 271-3370.

USPAP Q & A

In 2001, STATEMENT 10 (STMT-10) was adopted by the ASB for inclusion in USPAP. SMT-10 was a joint effort between the Appraisal Standards Board and an Interagency Work Group comprised of representatives from the Federal Reserve Board, Federal Deposit Insurance Corporation, Office of the Comptroller of the Currency, and the Office of Thrift Supervision. Since its introduction, several questions have arisen. SMT-10 addresses bankregulatory requirements. ina therefore the ASB posed several questions to the Interagency Work Group for the regulatory answer to these questions (1 through 3) and answers are reprinted below.

No.1. STATEMENT 10 only applies to Federally Related Transactions. Can the Interagency Work Group provide guidance on how an appraiser can determine if a transaction is, or is not a Federally Related Transaction? More directly, what is a Federally Related Transaction and do certain entities (FHA, VA, Fannie Mae & Freddie Mac) have exceptions in this regard?

THE RESPONSE FROM THE INTER-AGENCY WORK GROUP:

A real estate-related transaction and a federally related transaction are legal terms prescribed by law¹ and defined in the agencies' appraisal regulations. In general, our appraisal regulations apply to real estaterelated financial transactions entered into by the agencies or by federally regulated financial institutions². However, not all real estate related transactions are considered federally related transactions. A real estaterelated financial transaction is a related federally transaction unless the transaction is specifically exempted from the agencies' appraisal regulations.

Our appraisal regulations list specific categories of transactions that do not require the services of an appraiser and, therefore, are not considered to be federally related transactions. Under the agencies' appraisal regulations, federally regulated institutions have the responsibility to determine if a transaction meets the legal definition of a federally related transaction or is otherwise exempted. If a real estate-related transaction exceeds \$250,000, the appraiser may presume that it is a federally related transaction, unless specifically notified by the institution that it is not a federally related transaction.

In response to the second part of your question as to whether certain entities are exempted from the regulations, the entities listed in your letter (FHA, VA, Fannie Mae or Freddie Mac) are not under our supervision and, therefore, are not subject to the agencies' appraisal regulations. Federally regulated financial institutions do engage in real estate-related transactions with these entities, such as the sale of loans. Under the agencies' regulations, transactions that

¹ The law refers to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989.

² This includes commercial banks, savings and loan associations, credit unions, bank holding companies, and the nonbank subsidiaries of bank holding companies.

qualify for sale to a United States government agency or United States government sponsored agency (e.g., FHA, VA, Fannie Mae, Freddie Mac, Farmer Mac, and Sallie Mae) are exempted and as such are not federally related transactions. Our regulations also contain an exemption for transactions that involve a residential real estate transaction in which a regulated institution's appraisal conforms to the appraisal standards of Fannie Mae or Freddie Mac.

No. 2. Appraisers are receiving conflicting advice regarding the requirements to provide an "as is" value. Can the Interagency Work Group provide guidance on exactly when an "as is" value is required and when it is not?

THE RESPONSE FROM THE INTER-AGENCY WORK GROUP:

The requirement for an "as is" value is an implied element in the minimum appraisal standards listed in the agencies' appraisal regulations. Under these standards, an institution must analyze and report appropriate deductions and discounts for proposed construction or renovation, partially leased buildings, non-market lease terms, and tract developments with unsold units.

The agencies' appraisal regulations require an appraisal report to include an "as is" current market value <u>when</u> an institution finances:

- The proposed construction or renovation of an existing property.
- A property that has not met its leasing goals (non-stabilized).
- A property with non-market lease terms (concessions that impact cash flow).

• A subdivision or tract development with unsold units.

If a transaction does not include any of these types of financing situations, then an "as is" value is not required. For example, in financing the purchase of an existing home, there typically would be no need to apply deductions or discounts to arrive at the market value of the property since the institution's financing of the purchase does not depend on events such as further development of the property or the sale of units in a tract development.

No. 3. Lines 3921-3933 of SMT-10 appear to indicate that banking regulations require written consent before an appraiser may invoke departure and prepare a limited appraisal. However, within that same section the text seems to indicate that while written consent is a good business practice, it is not a requirement. For an appraisal in an FRT, is an appraiser required to obtain written permission before invoking departure?

THE RESPONSE FROM THE INTER-AGENCY WORK GROUP:

The agencies' appraisal requlations incorporate USPAP by reference, but do not specifically address the Departure Rule or a limited appraisal. An institution's use of a limited appraisal is addressed in the agencies' "Interagency Appraisal and Evaluation Guidelines", dated October 27, 1994 (quidelines). As discussed in these guidelines, the agencies believe that institutions should be cautious in their use of a limited appraisal because it will be less thorough than a complete appraisal. An institution and appraiser must concur that invoking the Departure Rule is appropriate for the transaction.

While the guidelines do not require that there be a written agreement between an institution and an appraiser on the applicability of the Departure Rule to a particular appraisal assignment, the agencies believe that it is a prudent business practice for an institution to document such an agreement in writing, before the appraiser commences the appraisal assignment.

May an appraiser express his or her own opinion of value in an appraisal consulting assignment, or must the appraiser use an opinion of value developed and reported by another appraiser?

A In an appraisal consulting assignment, an appraiser may develop and report his or her own opinion of value as part of the appraisal consulting assignment. The <u>Comment</u> to STANDARD 4 states, in part:

In some assignments, the opinion of value may originate from a source other than the consulting appraiser. In other assignments, the consulting appraiser. In other assignments, the consulting appraiser may have to develop the opinion of value as a step in the analyses leading to the assignment results.

An opinion of value or an opinion as to the quality of another appraiser's work cannot be the purpose of an appraisal consulting assignment. Developing an assignment for those purposes is an appraisal or an appraisal review assignment, respectively. Misrepresenting the purpose of an assignment performed under this STAN-DARD is a violation of the ETHICS RULE.

Additionally, if the appraiser develops an opinion of value as part of an appraisal consulting assignment, the appraisal component must be reported in conformance with the applicable sections of STANDARD 2. The <u>Comment</u> to Standards Rule 5-2(h) states, in part:

If an opinion of value was developed by the consulting appraiser, the appraisal consulting report must include the information required to comply with Standards Rule 2-2(a) or (b)(ii) through (xi). Standards Rule 2-2(c)(ii) through (xi) is also permitted if the client is the only intended user of the assignment results.

The <u>Conduct</u> section of the ETHICS RULE states, in part:

An appraiser must not use or rely on unsupported conclusions relating to characteristics such as race, color, religion, national origin, gender, marital status, familial status, age, receipt of public assistance income, handicap, or an unsupported conclusion that homogeneity of such characteristics is necessary to maximize value.

Does this imply that relying on *supported* conclusions relating to characteristics such as race, color, religion . . . is acceptable?

No. One cannot infer by Alogical extension that using supported conclusions "relating to characteristics such as race, color, religion, national origin, gender, marital status, age . . . is appropriate or acceptable. Additionally, USPAP clearly recognizes that there may be laws and/or regulations that apply to this issue. In such cases, Advisory Opinion 16 (AO-16) makes it very clear than an appraiser must be aware of, and must abide by applicable laws. Specifically, AO-16 states, in part:

In some cases, even supported conclusions in assignments relating to characteristics such as race, color, religion, national origin, gender, marital status, familial status, age, receipt of public assistance income, handicap, or group homogeneity cannot be used because they are precluded by applicable law . . .

An appraiser must ensure that his or her appraisal, appraisal review, or appraisal consulting opinions and conclusions are impartial and objective and do not illegally discriminate or contribute to illegal discrimination through subjective or stereotypical assumptions.

Section C-4 of STATE-MENT 10 (STMT-10) appears to indicate that banking regulations require written consent before an appraiser may invoke departure and prepare a Limited Appraisal. Is this a US-PAP requirement?

No. According to an Interagency Work Group, comprised of the Federal Reserve Board, Federal Deposit Insurance Corporation, Office of Thrift Supervision, and Office of the Comptroller of the Currency:

The agencies' appraisal regulations incorporate USPAP by reference, but do not specifically address the Departure Rule or a limited appraisal. An institution's use of a limited appraisal is addressed in the agencies' "Interagency Appraisal and Evaluation Guidelines", dated October 27, 1994 (guidelines). As discussed in these guidelines, the agencies believe that institutions should be cautious in their use of a limited appraisal because it will be less thorough than a complete appraisal. An institution and appraiser must concur that invoking the Departure Rule is appropriate for the transaction. While the guidelines do not require that there be written agreement between an institution and an appraiser on the applicability of the Departure Rule to a particular appraisal assignment, the agencies believe that it is a prudent business practice for an institution to document such an agreement in writing, before the appraiser commences the appraisal assignment. (Bold added for emphasis)

Is it ethical for an appraiser, acting as a reviewer, to change the reported value opinion in the original appraiser's work without the knowledge or consent of the original appraiser?

No. The reviewer must prepare a separate report. Simply changing the original appraisal report, in any way, without the consent of the original appraiser would be a violation of the <u>Conduct</u> section of the ETH-ICS RULE that states, in part:

An appraiser must not communicate assignment results in a misleading or fraudulent manner. An appraiser must not use or communicate a misleading or fraudulent report or knowingly permit an employee or other person to communicate a misleading or fraudulent report.

A client has asked me to complete an appraisal of a property, but she does not want me to prepare a written report. Instead, she has asked that I communicate the results of my appraisal orally. Is this allowed under USPAP? If so, what requirements would I have to follow?

Yes, USPAP allows an appraiser to provide an oral report. Standards Rules 2-4, 3-

3, 5-4, 8-4, and 10-4 address the reporting requirements for oral reports. These are all specific requirements and thus, departure is permitted. However, every appraisal, appraisal review, or appraisal consulting report must be clearly and accurately set forth in a manner that is not misleading and contain sufficient information to enable intended users to understand the report properly. Thus, the burden is on the appraiser to not limit the reporting to such a degree that it would be misleading.

The <u>Record Keeping</u> section of the ETHICS RULE also includes requirements related to oral appraisal reports, including the requirement for including in the appraiser's workfile:

summaries of any oral reports or testimony, or a transcript of testimony, including the appraiser's signed and dated certification

In addition, this same section states that:

A workfile must be in existence prior to and contemporaneous with the issuance of a written or oral report. A written summary of an oral report must be added to the workfile within a reasonable time after the issuance of the oral report.

A client recently requested that I perform a feasibility study on a potential retail development. No value conclusions are included in the scope of work assignment agreed upon with the client, but they have requested that I provide many of the components of what could lead to a value conclusion, such as potential income streams, capitalization rates, cost estimates, etc. I have completed numerous appraisal assignments for this client and I am certain that I was chosen, in large part, because I am an appraiser. Does this assignment fall within appraisal practice? And, must I comply with USPAP in completing the assignment?

Yes, this assignment would fall under appraisal practice. USPAP defines appraisal practice as

valuation services, including but not limited to appraisal, appraisal review, or appraisal consulting, performed by an individual as an appraiser. (Bold added for emphasis)

Comment: Appraisal practice is provided only by appraisers, while valuation services are provided by a variety of professionals and others. The terms appraisal, appraisal review, and appraisal consulting are intentionally generic and are not mutually exclusive. For example, an opinion of value may be required as part of an appraisal review and is required as a component of the analysis in an appraisal consulting assignment. The use of other nomenclature for an appraisal, appraisal review, or appraisal consulting assignment (e.g., analysis, counseling, evaluation, study, submission, or valuation) does not exempt an appraiser from adherence to the Uniform Standards of Professional Appraisal Practice.

The feasibility analysis, described in this question clearly falls with the scope of appraisal practice; however, since it is not an appraisal, appraisal review, or appraisal consulting assignment as defined in USPAP, it does not fall within STAN-Therefore, the DARDS 1-10. applicable sections of USPAP would be the DEFINITIONS, the PREAMBLE. the ETHICS. JURISDIC-COMPETENCY, TIONAL EXCEPTION and SUP-PLEMENTAL **STANDARDS** RULES, as applicable to the assignment.

This communication by the Appraisal Standards Board (ASB) does not establish new standards or interpret existing standards. The ASB USPAP Q&A is issued to inform appraisers, regulators, and users of appraisal services of the ASB responses to questions raised by regulators and individuals; to illustrate the applicability of the Uniform Standards of Professional Appraisal Practice (US-PAP) in specific situations: and to offer advice from the ASB for the resolution of appraisal issues and problems. This question and answer section does not constitute a legal opinion of the ASB.



PAUL E. NICOLACE - R-633 COMPLAINT 234 OVERLAND PARK

ACTION: Consent Agreement and Order was entered into with the following terms and conditions: That NICOLACE take and pass the written examination of a minimum 24-hour sales comparison course on or prior to 30. 2003. June That NICOLACE maintain a log of all appraisals completed beginning with the date of the Agreement 30. through June 2003. NICOLACE will submit the log to the Board at their request or within 10 days after June 30. 2003. The Board has the option of choosing any of the appraisals from the log for review. That NICOLACE pay \$250 to cover the cost of the review associated with this complaint within 30 days from the date of the Agreement.

HOWARD F. HUGHES L-544 COMPLAINT 264 INDEPENDENCE MO

VIOLATIONS: K.S.A. 58-4121; 58-4118(a)(6); 58-4118(a)(7); and (58-4118(a)(8).

Action: Consent Agreement and Order was entered into with the following terms and conditions: That **HUGHES** take and pass the examination of a minimum 24-hour report writing course on or prior to June 30, 2003. That **HUGHES** pay \$320 to cover the cost of the review associated with this complaint within 30 days from the date the Agreement.

RONALD LEE SHIVERS - R-676 COMPLAINT 276 - ABILENE

VIOLATIONS: K.S.A. 58-4121; 58-4118(a)(6); 58-4118(a)(7); and (58-4118(a)(8).

ACTION: Consent Agreement and Order was entered into with the following terms and conditions: That SHIVERS cease and desist from performing all appraisals outside the residential certified scope of practice without the supervision of a general certified appraiser in good standing with the Kansas Real Estate Appraisal Board. That SHIVERS pay \$405 to cover the cost of the review associated with this complaint within 30 days from the date of the Agreement. That SHIVERS pay a fine of \$250 within 30 days from the date of the Agreement.

CATHERINE WILSON - G-910 COMPLAINT 273 - MANHATTAN

VIOLATIONS: K.S.A. 58-4121; 58-4118(a)(6); 58-4118(a)(7); and (58-4118(a)(8). ACTION: Consent Agreement and Order was entered into with the following terms and conditions: That **WILSON** take and pass the examination of a 15hour USPAP course on or prior to June 30, 2003. That **WILSON**

successfully complete a total of 30 hours of Board approved continuing education courses prior to June 30, 2003. That **WILSON** pay \$160 to cover the cost of the review associated with this complaint within 30 days from the date of the Agreement.

MARC E. WILSON - P-1551 COMPLAINT 273 - MANHATTAN

K.S.A. 58-4121; VIOLATIONS: 58-4118(a)(6); 58-4118(a)(7); and (58-4118(a)(8). ACTION: Consent Agreement and Order was entered into with the following terms and condi-That WILSON take and tions: pass the examination of a 15hour USPAP course on or prior to June 30, 2003. That WILSON pay \$160 to cover the cost of the review associated with this complaint within 30 days from the date of the Agreement.

PHILLIP D. THOMAS - G-971 COMPLAINT 277 LEE'S SUMMIT, MO

VIOLATIONS: K.S.A. 58-4121; 58-4118(a)(6); 58-4118(a)(7); and (58-4118(a)(8). ACTION: Consent Agreement and Order was entered into with the following terms and condi-That THOMAS' general tions: certification be suspended, said suspension to be stayed upon completion of the following terms: (a) That THOMAS take and pass the examination of a 15-hour uniform standards of professional appraisal practice course on or prior to June 30, 2003. (b) That THOMAS pay \$320 to cover the cost of the review associated with this complaint within 30 days from the date of the Agreement. (c) That THOMAS pay a fine of \$500 within 30 days from the date of the Agreement. That THOMAS maintain a monthly log of all appraisals through June 30, 2003, beginning with the date the suspension is stayed. The log will be submitted to the Board office

on or immediately following the 1st working day of each month. The Board will review the logs and choose two (2) appraisals for additional review. Upon request by the Board office, **THO-MAS** will submit the requested appraisals and workfiles within ten (10) days. That **THOMAS** pay the cost of the two (2) additional appraisal reviews within 30 days from the date of notice by the Board.

RICHARD KNOWLES - L-1650 COMPLAINT 292 - WICHITA

VIOLATIONS: K.S.A. 58-4121; 58-4118(a)(6); 58-4118(a)(7); and (58-4118(a)(8).

ACTION: Consent Agreement and Order was entered into with the following terms and conditions: That **KNOWLES** take and pass the examination of a 15hour USPAP course on or prior to June 30, 2003.

CINDY LOU SIMONS - G-843 COMPLAINT 293 - NEWTON

VIOLATIONS: K.S.A. 58-4121; 58-4118(a)(6); 58-4118(a)(7); and (58-4118(a)(8).

Action: Consent Agreement and Order was entered into with the following terms and conditions: That **SIMONS** take and pass the examination of a minimum 24-hour residential report writing course on or prior to June 30, 2003. That **SIMONS** pay \$200 to cover the cost of the review associated with this complaint within 30 days from the date of the Agreement.

A man is never astonished that he doesn't know what another does, but he is surprised at the gross ignorance of the other in not knowing what he does.

Haliburton

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LICENSED/CERTIFIED APPRAISERS AS OF DECEMBER 1, 2002

GENERAL CERTIFIED	114
RESIDENTIAL CERTIFIED	266
STATE LICENSED	335
PROVISIONAL (TRAINEE)	427
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TOTAL	42
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WEB SITES

THE APPRAISAL SUBCOMMITTEE: <u>www.asc.gov</u> THE APPRAISAL FOUNDATION: <u>www.appraisalfoundation.org</u>

OTHER LINKS

See the Board's website for "Other Links" which provides email and website addresses for appraisal regulatory agencies in other states.

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