

PUBLIC MEETING OF THE NEBRASKA REAL PROPERTY APPRAISER BOARD
Thursday, October 26, 2023, 9:00 a.m.
Nebraska Real Property Appraiser Board Office, First Floor, Nebraska State Office Building
301 Centennial Mall South, Lincoln, Nebraska

AGENDA

A. Opening 9:00 a.m.

B. Notice of Meeting (Adopt Agenda)

The Nebraska Real Property Appraiser Board will meet in executive session for the purpose of reviewing applicants for credentialing; applicants for appraisal management company registration; investigations; pending litigation, or litigation that is imminent as evidenced by communication of a claim or threat of litigation; and employee performance evaluation. The Board will exit executive session at 10:00 a.m. If needed, the Board will re-enter executive session at the conclusion of the public agenda items discussion to complete review of the above-mentioned items. The Board will not take action on agenda items C, D, E, and F until executive session is completed.

C. Credentialing as a Nebraska Real Property Appraiser	1-24
1. Pending Applications	
a. CG23006	
2. Applicants for Temporary Real Property Appraiser Credential	
a. 2249	

D. Registration as an Appraisal Management Company

E. Consideration of Compliance Matters	1
1. New Grievances	
a. 23-06	
2. Active Investigations	
a. 23-01	

F. Consideration of Other Executive Session Items	1-61
1. 2023.10	
2. 2023.14	
3. 2023.15	
4. 2023.16	
5. Personnel Matters	

G. Welcome and Chair's Remarks (*Public Agenda 10:00 a.m.*)

H. Board Meeting Minutes	
1. Approval of September 21, 2023 Meeting Minutes	1-15

I. Director’s Report	
1. Real Property Appraiser and AMC Counts and Trends	
a. Real Property Appraiser Report	1-4
b. Temporary Real Property Appraiser Report	5
c. Supervisory Real Property Appraiser Report	6
d. Appraisal Management Company Report	7
2. Director Approval of Applicants	
a. Real Property Appraiser Report	8
b. Appraisal Management Company Report	9
c. Education Activity and Instructor(s) Report	10
3. 2023-24 NRPAB Goals and Objectives + SWOT Analysis	11-12
J. Financial Report and Considerations	
1. September Financial Report	
a. Budget Status Report	1-3
b. MTD General Ledger Detail Report	4-10
c. Financial Charts	11-14
2. Per Diems	
K. General Public Comments	
L. Consideration of Education/Instructor Requests	
M. Unfinished Business	
1. Open At-Large Licensed Real Estate Broker Position	
2. Open At-Large Representative of Financial Institutions Position	
3. Business Programs Manager Position Update	
4. Explore Addition of NRPAB Applicant Real Property Appraisal Practice Log Sample to Website	1-6
N. New Business	
1. New Nebraska Testing Locations Added by PSI for the National Uniform Licensing and Certification Examination	1-2
2. Nebraska State Patrol Rapback Reports Discontinued	
O. Legislative Report and Business	
1. Nebraska Real Property Appraiser Act Update	
a. REQ05050_October 11, 2023	1-32
2. Nebraska Appraisal Management Company Registration Act Update	
a. REQ05049_September 29, 2023	33-48
3. Other Legislative Matters	

P. Administrative Business

- 1. Guidance Documents
- 2. Internal Procedural Documents
 - a. 201709: Appraisal Review Services Contractor Fees 1
- 3. Forms, Applications, and Procedures
 - a. Education Document Updates
 - i. Application for Approval as a Qualifying Education Activity in Nebraska 2-7
 - ii. Application for Approval as a Continuing Education Activity in Nebraska 8-14
 - b. Appraisal Review Services Agreements
 - i. Applicant Appraiser Review Services Agreement 15-22
 - ii. Applicant Appraiser Review Services Agreement (Employee) 23-31
 - iii. Subject Matter Expert Services Agreement 32-39
 - iv. Subject Matter Expert Services Agreement (Employee) 40-47

Q. Other Business

- 1. Board Meetings
- 2. Conferences/Education
 - a. Kohtz 2023 Fall AARO Conference Report 1-10
- 3. Memos from the Board
- 4. Quarterly Newsletter
- 5. Appraisal Subcommittee
 - a. ASC Quarterly Meeting: November 15, 2023 (Online)
 - b. ASC March 15, 2023 Meeting Minutes 11-16
 - c. ASC Notice Regarding Appraisal Management Companies in Hawaii 17
 - d. ASC State Support Grants Awarded 2020-2021 18
- 6. The Appraisal Foundation
 - a. TAF October Newsletter 19-20
 - b. TAF October State Regulators Newsletter 21-22
 - c. TAF Announcement - David Bunton Celebrates Over 30 Years Leading TAF 23-24
 - d. ASB Public Meeting: February 15, 2024 – Virtual 25
 - e. AQB Public Meeting: March 28, 2024 – Virtual 26
- 7. Association of Appraiser Regulatory Officials
- 8. In the News

R. Adjourn

**NEBRASKA REAL PROPERTY APPRAISER BOARD
NRPAB OFFICE MEETING ROOM, FIRST FLOOR
NEBRASKA STATE OFFICE BUILDING
301 CENTENNIAL MALL SOUTH, LINCOLN, NE**

September 21, 2023 Meeting Minutes

A. OPENING

Chairperson Walkenhorst called to order the September 21, 2023 meeting of the Nebraska Real Property Appraiser Board at 9:00 a.m. in the Nebraska Real Property Appraiser Board meeting room located on the first floor of the Nebraska State Office Building, 301 Centennial Mall South, Lincoln, Nebraska.

B. NOTICE OF MEETING

Chairperson Walkenhorst announced the notice of the meeting was duly given, posted, published, and tendered in compliance with the Open Meetings Act, and all board members received notice simultaneously by email. Publication of official notice of the meeting appeared on the State of Nebraska Public Calendar found at www.nebraska.gov on September 14, 2023. The agenda was kept current in the Nebraska Real Property Appraiser Board office and on the Board's website. In accordance with the Open Meetings Act, at least one copy of all reproducible written material for this meeting, either in paper or electronic form, was available for examination and copying by members of the public. The material in paper form was available on the table in a public folder, and the material in electronic form was available on the Board's website in Public Meeting Material (https://appraiser.ne.gov/board_meetings/). A copy of the Open Meetings Act was available for the duration of the meeting. For the record, Board Members Wade Walkenhorst of Lincoln, Nebraska, Bonnie Downing of Dunning, Nebraska, Cody Gerdes of Lincoln, Nebraska, and Kevin Hermsen of Gretna, Nebraska were present. Thomas Luhrs of Imperial, Nebraska was absent and excused. Also present were Director Tyler Kohtz, Licensing Programs Manager Allison Nespor, and Education Program Manager Kashinda Sims, who are headquartered in Lincoln, Nebraska.

ADOPTION OF THE AGENDA

Chairperson Walkenhorst reminded those present for the meeting that the agenda cannot be altered 24 hours prior to the meeting except for emergency items according to the Open Meetings Act. Board Member Downing moved to adopt the agenda as printed. Board Member Gerdes seconded the motion. With no further discussion, the motion carried with Downing, Gerdes, Hermsen, and Walkenhorst voting aye.

Board Member Downing moved that the Board go into executive session for the purpose of reviewing applicants for credentialing; applicants for appraisal management company registration; investigations; pending litigation, or litigation which is imminent as evidenced by communication of a claim or threat of litigation; and employee performance evaluation. A closed session is clearly necessary to prevent needless injury to the reputation of those involved. Board Member Gerdes seconded the motion. The time on the meeting clock was 9:02 a.m. The motion carried with Downing, Gerdes, Hermsen, and Walkenhorst voting aye.

Board Member Downing moved to come out of executive session at 9:33 a.m. Board Member Gerdes seconded the motion. The motion carried with Downing, Gerdes, Hermsen, and Walkenhorst voting aye.

G. WELCOME AND CHAIR'S REMARKS

Chairperson Walkenhorst welcomed all to the September 21, 2023 meeting of the Nebraska Real Property Appraiser Board and thanked everyone for attending. The Chairperson recognized Roger Morrissey as the only member of the public in attendance.

H. BOARD MEETING MINUTES

1. APPROVAL OF AUGUST 17, 2023 MEETING MINUTES

Chairperson Walkenhorst asked for any additions or corrections to the August 17, 2023 meeting minutes. With no discussion, Chairperson Walkenhorst called for a motion. Board Member Downing moved to approve the August 17, 2023 meeting minutes as presented. Board Member Gerdes seconded the motion. Chairperson Walkenhorst recognized the motion and asked for any discussion. With no discussion, Chairperson Walkenhorst called for a vote. The motion carried with Downing, Gerdes, Hermsen, and Walkenhorst voting aye.

I. DIRECTOR'S REPORT

1. REAL PROPERTY APPRAISER AND AMC COUNTS AND TRENDS

a. Real Property Appraiser Report

Director Kohtz presented seven charts outlining the number of real property appraisers as of September 21, 2023 to the Board for review. The Director indicated that trends are stable and that he had no specific comments. The Director asked for any questions or comments. There was no discussion.

b. Temporary Real Property Appraiser Report

Director Kohtz presented three charts outlining the number of temporary credentials issued as of August 31, 2023 to the Board for review. The Director indicated that he had no specific comments on this report and the trends are stable. The Director asked for any questions or comments. There was no discussion.

c. Supervisory Real Property Appraiser Report

Director Kohtz presented two charts outlining the number of supervisory real property appraisers as of September 21, 2023 to the Board for review. The Director stated that the trends are stable and asked for any questions or comments. There was no discussion.

d. Appraisal Management Company Report

Director Kohtz presented two charts outlining the number of AMCs as of September 21, 2023 to the Board for review and remarked that trends are stable at the moment. The Director asked for any questions or comments. LPM Nespors stated that the Board may lose three more AMCs and gain one before December 31, 2023, based on current activity. There was no further discussion.

2. DIRECTOR APPROVAL OF APPLICANTS

a. Real Property Appraiser Report

Director Kohtz presented the Real Property Appraiser Report to the Board for review showing real property appraiser applicants approved for credentialing by the Director, and the real property appraiser applicants approved to sit for exam by the Director, for the period between August 9, 2023 and September 12, 2023. The Director asked for any questions or comments. There was no further discussion.

b. Education Activity and Instructors Report

Director Kohtz presented the Education Activities and Instructors Report to the Board for review showing education activity and instructors approved by the Director for the period between August 9, 2023 and September 12, 2023. The Director asked for any questions or comments. There was no further discussion.

3. 2023-24 NRPAB GOALS AND OBJECTIVES + SWOT ANALYSIS

Director Kohtz presented the 2023-24 NRPAB Goals and Objectives and SWOT Analysis to the Board for review and provided a status update. The Director brought attention to the Laws, Rules, and Guidance Documents goals and objectives and reported that an update will be provided under Section O on the agenda. The Director then guided the Board to the Personnel goals and objectives and reported that an update will be provided under Section M on the agenda. The Director asked for any questions or comments. There was no further discussion.

J. FINANCIAL REPORT AND CONSIDERATIONS

1. APPROVAL OF AUGUST RECEIPTS AND EXPENDITURES

The receipts and expenditures for August were presented to the Board for review in the Budget Status Report. Director Kohtz brought attention to the Postage Expense of \$457.80 and reported that this expenditure includes the real property appraiser renewal notices that went out in July. Director Kohtz then brought attention to the Publication and Print Expense and informed the Board that the majority of the \$231.21 expenditure includes the April through June quarterly copy services. The Director moved on to the Office Supplies Expense of \$1,802.67 and reported that \$1,562.00 of this expenditure is for the purchase of books to update the Board's reference library. The Director indicated expenditures for the month of August totaled \$25,703.01, not including encumbrances, which amounts to 13.61 percent of the budgeted expenditures for the fiscal year; 16.99 percent of the fiscal year has passed.

Director Kohtz guided the Board's attention to revenues and reported that revenues for new certified general real property appraisers, along with real property appraiser renewals and AMC renewals, were strong in August. Specifically, revenues for new certified general real property appraisers were \$2,100.00; revenues for certified general real property appraiser renewals were \$4,950.00; revenues for certified residential real property appraiser renewals were \$3,300.00; and revenues for AMC renewals were \$9,000.00. The Director also reported that the certified general real property appraiser renewal revenues are at 10.72 percent of the projected revenues for the fiscal year and certified residential real property appraiser renewal revenues are at 12.25 percent of the projected revenues for the fiscal year.

(Continues on page 4)

(Continued from page 3)

Director Kohtz then guided the Board to the Sale – Surplus Property/ Fixed Asset revenues and reported that the Board received \$52.44 in revenues for sale of the empty lateral file cabinets. For the month of August, the total revenues were \$25,788.19, which amounts to 12.58 percent of the projected revenues for the fiscal year. The Director reiterated that 16.99 percent of the fiscal year has passed. The Director then asked for any questions or comments. Chairperson Walkenhorst commented that low revenue for sale of the lateral file cabinets was worth it as it would have cost the Board more to have them transported to DAS Surplus Property. There was no further discussion.

Director Kohtz then brought attention to the MTD General Ledger Detail report for the month of August and guided the Board's attention to the Purchase Card Transaction for Batch 7203053 in the amount of \$1,562.00 on page J.7 and reported that this transaction was for the purchase of books to update of the Board's reference library. The Director asked for any questions or comments. There was no further discussion.

Director Kohtz presented four graphs showing expenses, revenues, and cash balances. The Director again noted the expenditures and revenues for the month of August for the Real Property Appraiser Program, which includes both the Appraiser Fund and the AMC Fund. The Director reported that the Real Property Appraiser Fund expenses totaled \$17,566.38, the Real Property Appraiser Fund revenues totaled \$15,671.48, the AMC expenses totaled \$8,136.63, and the AMC fund revenues totaled \$10,116.71. Director Kohtz remarked that the cash balance for the AMC fund is \$328,206.86, the Appraiser Fund is \$404,049.25, and the overall cash balance for both funds is \$732,256.11 as of the end of August.

Board Member Downing moved to accept and file the August financial reports for audit. Board Member Gerdes seconded the motion. Chairperson Walkenhorst recognized the motion and asked for any discussion. With no discussion, Chairperson Walkenhorst called for a vote. The motion carried with Downing, Gerdes, Hermsen, and Walkenhorst voting aye.

2. PLANTRONICS CS540 WIRELESS HEADSET FOR BPM

Director Kohtz presented a Memo to the Board requesting approval for funding in the amount of \$200.00 to be transferred from Other Operating Expenses, 559100, to Voice Equip, 532260, for the purchase of one Plantronics CS540 Wireless DECT Headset through Amazon business for the Business Programs Manager workstation. The Director informed the Board that this headset is the same brand and model as the current headsets used by EPM Sims and LPM Nespor, but a newer version. Finally, Director Kohtz reported that this IT item is pre-approved for direct purchase and is a restricted item on the ODP contract. No other state contracts exist for this product. Board Member Downing moved to approve funding in the amount of \$200.00 to be transferred from Other Operating Expenses (559100) to Voice Equip (532260) for the purchase of one Plantronics CS540 Wireless DECT Headset through Amazon business for the Business Programs Manager workstation. Board Member Gerdes seconded the motion. Chairperson Walkenhorst recognized the motion and asked for any discussion. With no discussion, Chairperson Walkenhorst called for a vote. The motion carried with Downing, Gerdes, Hermsen and Walkenhorst voting aye.

3. PER DIEMS

Director Kohtz informed the Board that he had no per diem requests for this meeting and asked if any board members had a request for the Board to consider. There was no further discussion.

K. GENERAL PUBLIC COMMENTS

Chairperson Walkenhorst asked for any public comments. Public Member Roger Morrissey introduced himself and informed the Board that he hired a University of Nebraska – Omaha graduate as a trainee real property appraiser who is currently a resident of Iowa. Morrissey requested clarification as to whether or not this individual is eligible to engage in real property appraisal practice in the State of Nebraska as a trainee real property appraiser, and if that experience is acceptable for credentialing in Nebraska. Director Kohtz provided a response, and informed Morrissey that the individual's state of residency does not matter for credentialing as a trainee real property appraiser, or for upgrading to the licensed or certified classification if the experience is obtained in Nebraska as a trainee real property appraiser. LPM Nespor added that some trainee real property appraisers have supervisory real property appraisers in Nebraska and a border state. Typically, these trainee real property appraisers will apply for credentialing in whichever state the requirements are first met, and then apply for a credential through reciprocity in the other state. The Director added that there is a common misunderstanding that a trainee real property appraiser can only practice in their state of residency, and while common, is not a requirement. LPM Nespor finished by informing Morrissey that wherever a trainee real property appraiser is engaged in real property appraisal practice for experience, the laws of that jurisdiction must be followed for credit to be awarded. Morrissey thanked Director Kohtz and LPM Nespor for the information.

L. CONSIDERATION OF EDUCATION/INSTRUCTOR REQUESTS: No discussion.

M. UNFINISHED BUSINESS

1. OPEN AT-LARGE LICENSED REAL ESTATE BROKER POSITION

Director Kohtz informed the Board that he had no updates for the open At-Large Licensed Real Estate Broker position. Public member Roger Morrissey requested permission to speak. Permission was granted by Chairperson Walkenhorst. Morrissey proceeded to ask if there were applicants for the position. Director Kohtz responded and informed Morrissey that there were three applications for the position, and that Governor Pillen must make the appointment. Morrissey thanked the Director. There was no further discussion.

2. BUSINESS PROGRAMS MANAGER POSITION UPDATE

Director Kohtz reported to the Board that the Business Programs Manager Position was posted between August 8, 2023 and September 12, 2023. There were two applicants; one was interviewed and offered the position. The applicant turned the position down due to insufficient salary. The other applicant's preferred salary was too high to be considered. The Director informed the Board that the opening has been reposted and will run through October 10, 2023. A request for an SOS temporary employee was also made to State Personnel to explore the possibility of a temp-to-hire applicant, similar to the process used to hire EPM Sims. Chairperson Walkenhorst thanked the Director for the update. Director Kohtz asked for any questions or comments. There was no further discussion.

N. NEW BUSINESS

1. OPEN AT-LARGE REPRESENTATIVE OF FINANCIAL INSTITUTIONS POSITION

Director Kohtz presented a draft Memo from the Board titled, “State of Nebraska Accepting Applications for Open At-Large Representative of Financial Institutions Member on NRPAB” to the Board for consideration. The Director reported that Chairperson Walkenhorst’s term will expire on December 31, 2023 and it is time to begin advertising this opening. Board Member Hermsen asked Chairperson Walkenhorst if he knew of any potential applicants. Chairperson Walkenhorst indicated that he intends to reach out to some individuals. The Chairperson expressed that he hopes the opening could be filled in a timely manner. Director Kohtz responded that the current At-Large Licensed Real Estate Broker position has not been filled, so it is unlikely that the financial institutions opening will be filled quickly. LPM Nespor informed the Board that many of the boards and commissions are going through the same experience. Chairperson Walkenhorst indicated that the Director maintains contact with the Governor’s office, which is the best that could be done from the Board’s end. There was no further discussion. Board Member Downing moved to approve the Memo from the Board titled, “State of Nebraska Accepting Applications for Open At-Large Representative of Financial Institutions Member on NRPAB” and begin public advertisement of the opening. Board Member Gerdes seconded the motion. Chairperson Walkenhorst recognized the motion and asked for any discussion. With no discussion, Chairperson Walkenhorst asked for a vote. The motion carried with Downing, Gerdes, Hermsen, and Walkenhorst voting aye.

2. EXPLORE ADDITION OF NRPAB APPLICANT REAL PROPERTY APPRAISAL PRACTICE LOG SAMPLE TO WEBSITE

Director Kohtz informed the Board that LPM Nespor approached him about adding a sample Real Property Appraisal Practice Experience Log to the website. The Director informed the Board that he will turn the discussion over to LPM Nespor to provide information. LPM Nespor explained that one of the most frequent questions received is a request for sample log entries. LPM Nespor informed the Board of her vision as to what details a sample Real Property Appraisal Practice Experience Log would include. Nespor explained that the sample entries could provide guidance regarding the details included in log entries as a trainee real property appraiser progresses within their journey in an easy-to-understand manner.

Nespor continued, the Real Property Appraisal Practice Experience Log Cover Sheet outlines the requirements in statutory and rule language, which can be difficult to understand if one is not well versed in this writing. Nespor opined that both trainee real property appraisers and supervisory real property appraisers would benefit as the samples would provide clarity as to what is expected, and that she does not see a negative outcome to adding a sample Real Property Appraisal Practice Experience Log to the website. Director Kohtz requested that an explanation of each sample entry be provided to describe why this is an adequate log entry, which may reduce the inclination to cut and paste the sample entry into their Real Property Appraisal Practice Experience Log.

(continued on page 7)

(continued from page 6)

Board Member Gerdes asked if the staff could provide these sample logs to trainee real property appraisers. The Director informed the Board that the link to the sample log would be included in the approval letter sent to Trainee Real Property Appraisers and could be added to the Real Property Appraisal Practice Experience Log Cover Page. LPM Nespor added that, yes, the sample log could also be sent with the approval letter to each new Trainee Real Property Appraiser. Board Member Hermsen expressed support for the sample log. Chairperson Walkenhorst asked when staff anticipates having the sample logs available for the Board's review. LPM Nespor responded that she does not have a deadline in mind; it depends on the workload. Board Member Gerdes asked if the Board would need to authorize staff to move forward with the development of a sample Real Property Appraisal Practice Experience Log. The Director indicated that no action is needed as the Board will have the opportunity to review the draft sample logs and make recommendations before they are made public. There was no further discussion.

O. LEGISLATIVE REPORT AND BUSINESS

1. NEBRASKA REAL PROPERTY APPRAISER ACT UPDATE

Director Kohtz reported to the Board that he met with the Banking, Commerce, and Insurance Committee Legal Counsel Joshua Christolear to review the Nebraska Real Property Appraiser Act draft approved by the Board at its August 17, 2023 regular meeting. Christolear indicated that there does not appear to be anything concerning in the draft. The draft has been submitted to Bill Drafting to develop an REQ draft, which will be presented to the Board at its October meeting. There was no further discussion.

2. NEBRASKA APPRAISAL MANAGEMENT COMPANY REGISTRATION ACT UPDATE

Director Kohtz reported to the Board that he met with the Banking, Commerce, and Insurance Committee Legal Counsel Joshua Christolear to review the Nebraska Appraisal Management Company Registration Act draft approved by the Board at its August 17, 2023 regular meeting. Christolear indicated that there does not appear to be anything concerning in the draft. The draft has been submitted to Bill Drafting to develop an REQ draft, which will be presented to the Board at its October meeting. There was no further discussion.

3. OTHER LEGISLATIVE MATTERS: No discussion.

P. ADMINISTRATIVE BUSINESS

1. GUIDANCE DOCUMENTS: No discussion.

2. INTERNAL PROCEDURAL DOCUMENTS: No discussion.

3. FORMS, APPLICATIONS, AND PROCEDURES:

a. Real Property Appraiser Document Updates

i. Application for Nebraska Real Property Appraiser Temporary Credential

LPM Nespor presented the updated document titled, “Application for Nebraska Real Property Appraiser Temporary Credential” to the Board for consideration. LPM Nespor guided the Board through the changes and informed the Board that language has been added to this application to better communicate that, in accordance with the Real Property Appraiser Act and Title 298, only non-residents of the State of Nebraska currently credentialed to engage in real property appraisal practice under the laws of another jurisdiction are eligible for a temporary credential.

ii. Application for Renewal of Nebraska Real Property Appraiser Temporary Credential

LPM Nespor presented the updated document titled, “Application for Renewal of Nebraska Real Property Appraiser Temporary Credential” to the Board for consideration. LPM Nespor guided the Board through the changes and informed the Board that as with the previous application, language has been added to this application to better communicate that, in accordance with the Real Property Appraiser Act and Title 298, only non-residents of the State of Nebraska currently credentialed to engage in real property appraisal practice under the laws of another jurisdiction are eligible for a temporary credential.

LPM Nespor asked for any questions or comments on either application presented. Chairperson Walkenhorst noted that the year is incorrect for the effective date on the “Application for Nebraska Real Property Appraiser Temporary Credential.” LPM Nespor responded that the effective date will be corrected. Chairperson Walkenhorst asked if there were any additional comments or corrections. With no further discussion, Chairperson Walkenhorst called for a vote. Board Member Downing moved to approve the Application for Nebraska Real Property Appraiser Temporary Credential as amended to correct the year on the effective date, and the Application for Renewal of Nebraska Real Property Appraiser Temporary Credential as presented. Board Member Gerdes seconded the motion. Chairperson Walkenhorst recognized the motion and asked for any discussion. With no discussion, Chairperson Walkenhorst called for a vote. The motion carried with Downing, Gerdes, Hermsen, and Walkenhorst voting aye.

b. Appraisal Review Services Agreements – Employee Versions

i. Nebraska Real Property Appraiser Credentialing Applicant Appraiser Review Services Agreement (Employee)

LPM Nespor presented the new document titled, “Nebraska Real Property Appraiser Credentialing Applicant Appraiser Review Services Agreement (Employee)” to the Board for consideration. LPM Nespor guided the Board through the changes found on page 1 and page 5 of the review services agreement and informed the Board that this review services agreement was created to address accounting and procurement issues. The Real Property Appraiser Act requires that the Board enter into a contract with a disinterested third party to assist it with review of an applicant’s experience by conducting a USPAP compliance review. Often, the person under contract is an employee of an organization, and the billing comes from the organization, who anticipates that the payment will be made to the organization. State procurement laws require the Board to make payment to the entity or person that the Board enters into contract with. The Director discussed this matter with Attorney General’s Office to identify potential ways this issue could be rectified. Director Kohtz commented that there were two options provided by AAG Jelkin. Either the Board can update its laws to allow for contracts with organizations as well as individuals, or the Board can amend its contracts to recognize that the contractor is an employee of an organization and payment may be made to that organization for the contractor’s service. LPM Nespor once again referenced the changes to the service agreement recognizing the employer and allowing payment to the employer. LPM Nespor then asked for any questions or comments. Director Kohtz commented that Board Member Downing and Board Member Hermsen would like to discuss the Scope of Work section in this review services agreement and the Subject Matter Expert Services Agreement (Employee) and recommended that the Board finish the review of the proposed changes, then move to the Scope of Work discussion.

ii. Subject Matter Expert Services Agreement (Employee)

LPM Nespor presented the new document titled, “Subject Matter Expert Services Agreement (Employee)” to the Board for consideration. LPM Nespor guided the Board through the changes found on page 1 and page 4 of the review services agreement and informed the Board that this review services agreement was created to address the same accounting and procurement issues discussed during review of the Nebraska Real Property Appraiser Credentialing Applicant Appraiser Review Services Agreement (Employee). LPM Nespor asked for any questions or comments.

(Continued on page 10)

(Continued from page 9)

Public Member Roger Morrissey requested permission to speak. Chairperson Walkenhorst granted Morrissey permission to speak. Morrissey asked for clarification as to what is expected of a subject matter expert. Morrissey continued by asking if the subject matter expert is expected to visually inspect the property, retrieve public records, and/or verify information that pertains to the report, but is not found in the report? Director Kohtz provided a response and indicated that the subject matter expert is expected to establish specific violations of USPAP and obtain and provide to the Board any data, documentation, or information required to substantiate each finding. A subject matter expert is a contractor, so the expectation is that he or she utilizes his or her judgement and expertise to complete the terms of the contract. This may look different from contractor to contractor. Some contractors are very thorough, while others have lacked enough support to substantiate their finding. The Board evaluates the effectiveness of each subject matter expert based on the ability to substantiate each finding. Morrissey asked how one would know how far they should go, or when is a subject matter expert out of bounds. Morrissey brought attention to the idea of something that may not be in the report but should be. Director Kohtz responded that a subject matter expert is engaged through a contract due to their expertise to recognize issues in a report, their ability to perform the due diligence needed to determine if a violation of USPAP exists, and determine what is needed to support the finding. If there is ever a question as to if something should be reviewed or researched, it is recommended that the subject matter expert discuss it with the director. Director Kohtz added that he will always recommend that the subject matter expert review the matter if it is relevant. LPM Nespor recommended that the subject matter expert review the alleged violations found in the grievance to help determine what might require additional research. The Director added that the subject matter expert receives all relevant grievance documentation that could help provide direction as how to proceed. According to Director Kohtz, the subject matter expert must use their own judgement to decide whether or not an allegation requires additional analysis. Morrissey thanked the Board for the discussion and indicated that the information discussed helped.

Chairperson Walkenhorst asked for any additional discussion. Seeing none, Chairperson Walkenhorst called for a motion. Board Member Downing moved to approve the Nebraska Real Property Appraiser Credentialing Applicant Appraiser Review Services Agreement (Employee) and Subject Matter Expert Services Agreement (Employee) as presented. Board Member Gerdes seconded the motion. Chairperson Walkenhorst recognized the motion and asked for any discussion. With no discussion, Chairperson Walkenhorst called for a vote. The motion carried with Downing, Gerdes, Hermsen, and Walkenhorst voting aye.

Director Kohtz once again informed the Board that Board Members Downing and Hermsen would like to discuss the Scope of Work sections in these review services agreements. Board Member Hermsen explained that the Scope of Service points directly to USPAP review findings. However, the contractors are often not looking past the surface of what is required in USPAP.

Just checking the box that a standard is met does not help the Board. Board Member Hermsen explained that contractors should also provide comment on techniques and methodology utilized, and if those techniques and methodology lead to credible assignment results. Director Kohtz asked Board Member Hermsen to clarify that he is referring to applicant appraisal review services, not investigation review services. Board Member Hermsen confirmed this. Board Member Downing agreed with Board Member Hermsen and also remarked that the Competency Rule is included in USPAP, so the USPAP Compliance Review Report should include enough commentary on the contractor's analysis to support his or her finding that the Competency Rule has or has not been met. Board Member Downing finished by saying that if the contractor provides no comments, the Board is not able to determine the applicant's ability to perform appraisal or appraisal review valuation services. Director Kohtz informed the Board that there is a lot to digest, so it would be difficult to draft language at the present time. The Director recommended that he be given the opportunity to draft language for the Board's review at its October meeting. The Board agreed to include this as an agenda item at the October meeting.

Q. OTHER BUSINESS

- 1. BOARD MEETINGS:** No discussion.
- 2. CONFERENCES/ EDUCATION:** No discussion.
- 3. MEMOS FROM THE BOARD:** No discussion.
- 4. QUARTERLY NEWSLETTER**

- a. Summer 2023 Edition of The Nebraska Appraiser**

Director Kohtz presented the Summer 2023 Edition of The Nebraska Appraiser to the Board for consideration. The Director asked for any questions or comments. LPM Nesper commented that the AMC login process has been laid out with pictures in the "Launch of AMC Login and New Policy for Criminal History Record Checks for Owners of More Than 10% of an AMC at Renewal of Registration" article. LPM Nesper also reported that three AMCs have already submitted renewal applications through the AMC Login, and 10 percent of appraisers up for renewal have submitted online or paper applications. Chairperson Walkenhorst pointed out that in the "Who's New" section the state was improperly identified for one of the new certified residential real property appraisers. LPM Nesper noted the issue and informed the Board that it will be corrected.

(Continued on page 12)

(Continued from page 11)

Chairperson Walkenhorst asked for any more discussion. There was no additional discussion. Chairperson Walkenhorst asked for a motion. Board Member Downing moved to approve the Summer 2023 Edition of The Nebraska Appraiser as amended to correct the state for the certified residential real property appraiser as identified under “Who’s New.” Board Member Gerdes seconded the motion. Chairperson Walkenhorst recognized the motion and asked for any discussion. With no discussion, Chairperson Walkenhorst asked for a vote. The motion carried with Downing, Gerdes, Hermsen, and Walkenhorst voting aye.

5. APPRAISAL SUBCOMMITTEE

a. ASC Compliance Review

i. ASC Public Hearing on Appraisal Bias: November 1, 2023

Director Kohtz presented a notification from the Appraisal Subcommittee regarding a Public Hearing on Appraisal Bias that takes place on November 1, 2023 and reported that he had no specific comments. The Director asked for any questions or comments. There was no further discussion.

6. THE APPRAISAL FOUNDATION

a. TAF September Newsletter

Director Kohtz presented The Appraisal Foundation’s September Newsletter to the Board for review and reported that he had no specific comments. The Director asked for any questions or comments. There was no further discussion.

b. Appraiser Qualifications Board Q&As

i. Practicum Course – Can I use my client workflow for the practicum course content

Director Kohtz presented the Appraiser Qualifications Board Q&A titled, “Practicum Course – Can I use my client workflow for the practicum course content” issued on September 6, 2023 to the Board for review. The Director informed the Board that this Q&A pertains to practicum course providers and has no impact on the Board, so no additional details will be provided. The Director asked for any questions or comments. There was no further discussion.

ii. Practicum Course – Can I use traditional client work and practicum to fill the experience requirement

Director Kohtz presented the Appraiser Qualifications Board Q&A titled, “Practicum Course – Can I use traditional client work and practicum to fill the experience requirement” issued on September 6, 2023 to the Board for review. The Director informed the Board that this Q&A pertains to the use of practicum courses for experience credit. The Director asked for any questions or comments. There was no further discussion.

iii. RPAQC Q&As_September 8, 2023

Director Kohtz presented the Appraiser Qualifications Board document titled, “Real Property Appraiser Qualifications Criteria Q&As” effective September 8, 2023 to the Board for review. Director Kohtz reported that this document is the AQB’s Q&A compilation that includes all criteria Q&As through the version that becomes effective on January 1, 2026. The Director asked for any questions or comments. There was no further discussion.

c. BOT Public Meeting: May 14-16, 2024 – Indianapolis, IN

Director Kohtz announced that the next TAF Board of Trustees public meeting is scheduled for May 14-16, 2023 in Indianapolis, Indiana. The Director asked for any questions or comments. There was no further discussion.

7. ASSOCIATION OF APPRAISER REGULATORY OFFICIALS

a. AARO Quarterly Update – September 1, 2023

Director Kohtz presented the AARO Quarterly Update to the Board for review and guided the Board to page Q.107 of Section Q in the board meeting documents and reported that Fannie Mae announced that it has updated the Appraiser Independence Requirements and introduced Property Data Collector Independence Requirements to protect the integrity of mortgage lending. The Director then turned the Board’s attention to page Q.108 and reported that the FHA published updates to the Single Family Housing Policy Handbook 4000.1, and that Freddie Mac’s Loan Collateral Advisor will now alert users when certain prohibited, subjective, or potentially biased words or phrases are included in appraisal reports submitted through the Uniform Collateral Data Portal. The Director asked for any questions or comments. There was no further discussion.

8. IN THE NEWS: No discussion.

Break from 10:44 to 10:51.

Board Member Downing moved to go into executive session at 10:52 a.m. for the purpose of reviewing investigations and employee performance evaluation. A closed session is clearly necessary to prevent needless injury to the reputation of those involved. Board Member Gerdes seconded the motion. The motion carried with Downing, Gerdes, Hermsen, and Walkenhorst voting aye.

Board Member Downing moved to exit executive session at 11:01 a.m. Board Member Gerdes seconded the motion. The motion carried with Downing, Gerdes, Hermsen, and Walkenhorst voting aye.

C. CREDENTIALING AS A NEBRASKA REAL PROPERTY APPRAISER

The Board reviewed applicant CR23009. Chairperson Walkenhorst asked for a motion on CR23009.

Board Member Downing moved to take the following action:

CR23009 / Assign Board Member Hermsen and request that applicant develop a report for a non-traditional client that demonstrates competency in the income and sales approaches to value.

Board Member Gerdes seconded the motion. Chairperson Walkenhorst recognized the motion and called for a vote. Motion carried with Downing, Gerdes, Hermsen, and Walkenhorst voting aye.

D. REGISTRATION AS APPRAISAL MANAGEMENT COMPANY: No discussion.

E. CONSIDERATION OF COMPLIANCE MATTERS

The Board reviewed Grievance 23-01.

F. CONSIDERATION OF OTHER EXECUTIVE SESSION ITEMS

1. 2023.10

The Board reviewed 2023.10.

2. 2023.12

The Board reviewed an appraisal report received from the Fannie Mae Loan Quality Center and concluded there were no substantial errors or omissions which lead to non-credible assignment results or USPAP violations; however, the real property appraiser does need to be made aware of the issue that Fannie Mae brought attention to as it could become a problem for the real property appraiser in the future. Board Member Downing moved to provide a copy of the Loan Quality Center LQC State Tips document to real property appraiser and issue a written advisory directing real property appraiser to take notice of the issue identified by Fannie Mae in the Fannie Mae Loan Quality Center LQC State Tips document. Board Member Gerdes seconded the motion. Chairperson Walkenhorst recognized the motion and called for a vote. Motion carried with Downing, Gerdes, Hermsen, and Walkenhorst voting aye.

3. 2023.13

The Board reviewed an appraisal report received from the Fannie Mae Loan Quality Center. The Board concluded that there were no substantial errors or omissions which lead to noncredible assignment results or USPAP violations. No action was taken by the Board.

4. PERSONNEL MATTERS: No discussion.

R. ADJOURNMENT

Board Member Downing moved to adjourn the meeting. Board Member Gerdes seconded the motion. Motion carried with Downing, Gerdes, Hermsen, and Walkenhorst voting aye. At 11:04 a.m., Chairperson Walkenhorst adjourned the September 21, 2023 meeting of the Nebraska Real Property Appraiser Board.

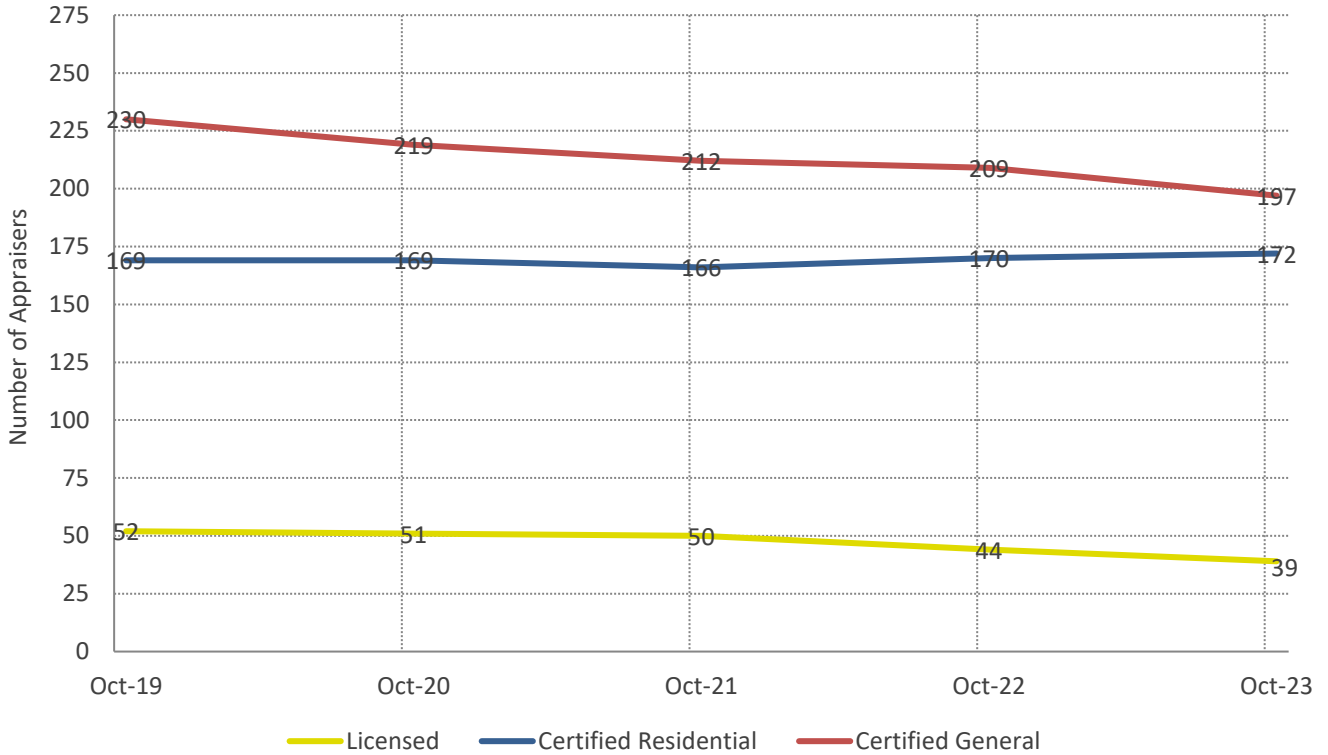
Respectfully submitted,

Tyler N. Kohtz
Director

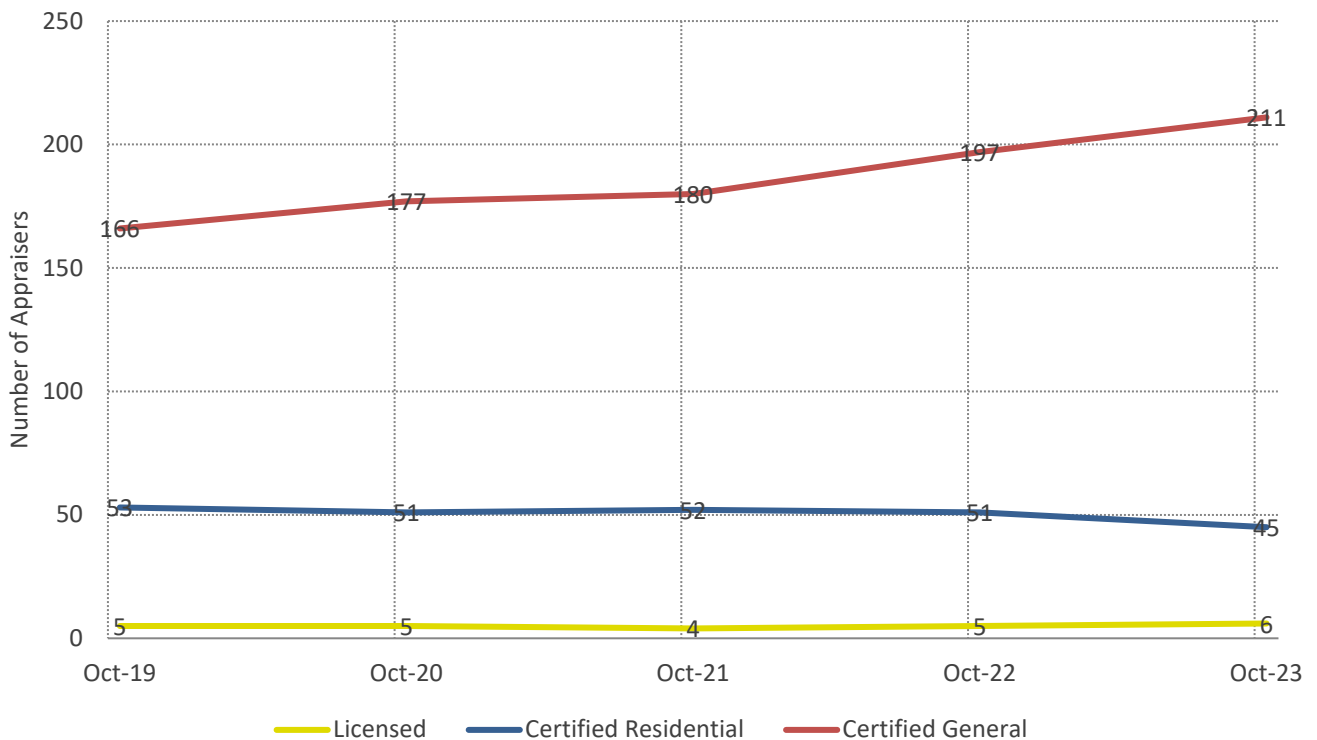
These minutes were available for public inspection on September 29, 2023, in compliance with Nebraska Revised Statute § 84-1413 (5).

Real Property Appraiser Report

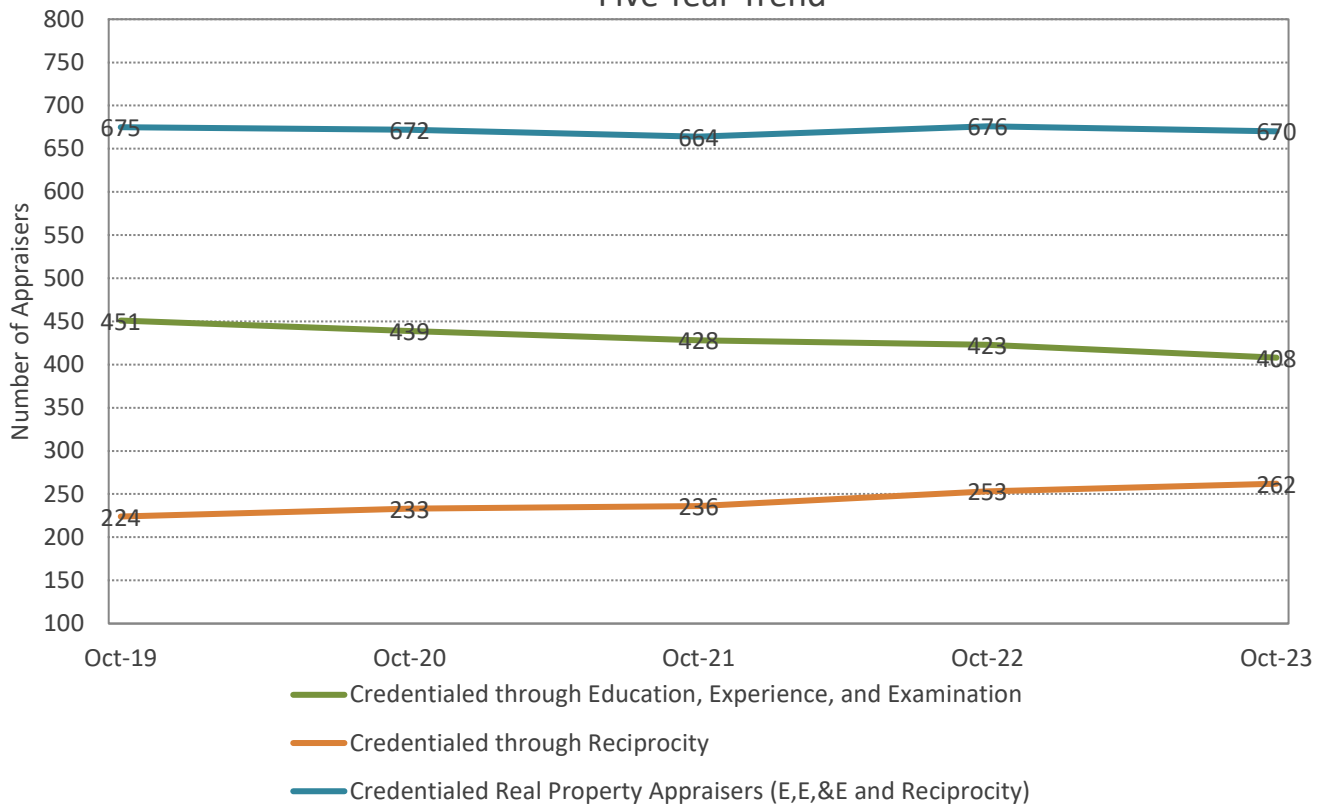
Real Property Appraisers Credentialed through Education, Experience, and Examination (not including Trainee) - Five Year Trend



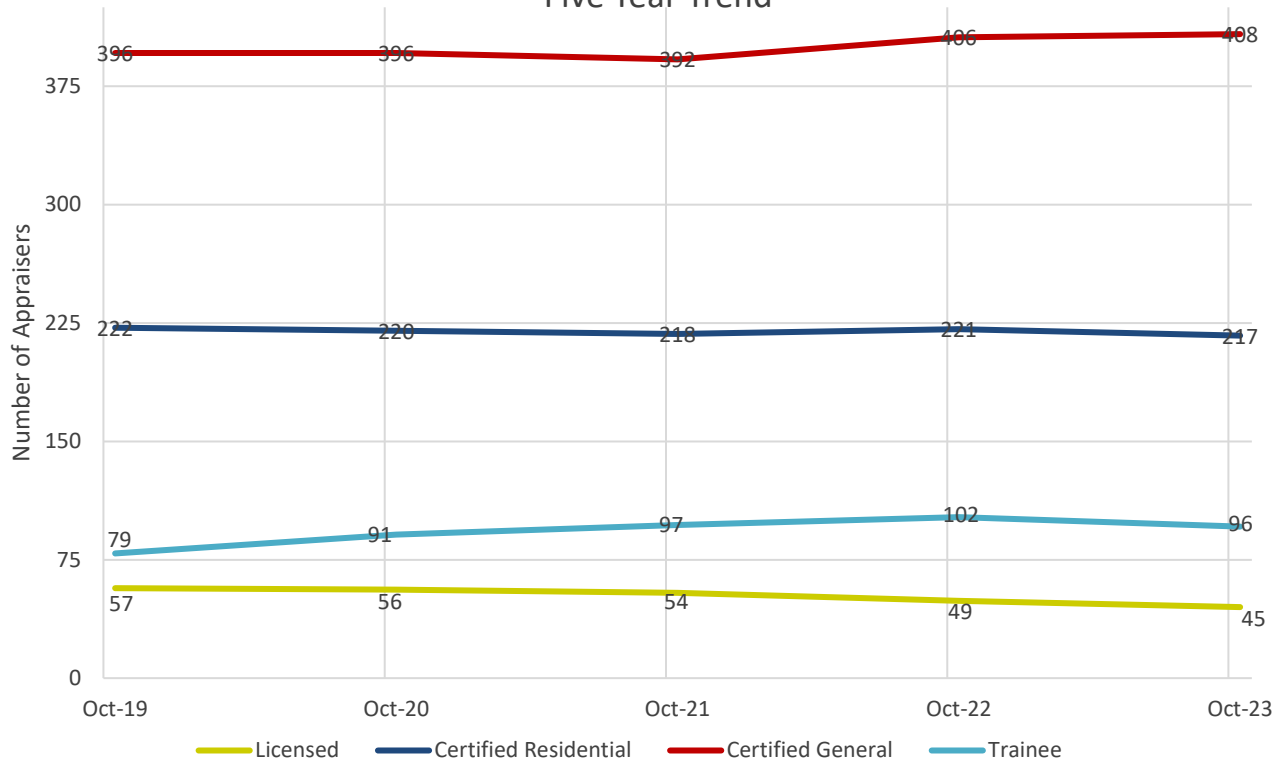
Real Property Appraisers by Classification Credentialed through Reciprocity - Five Year Trend



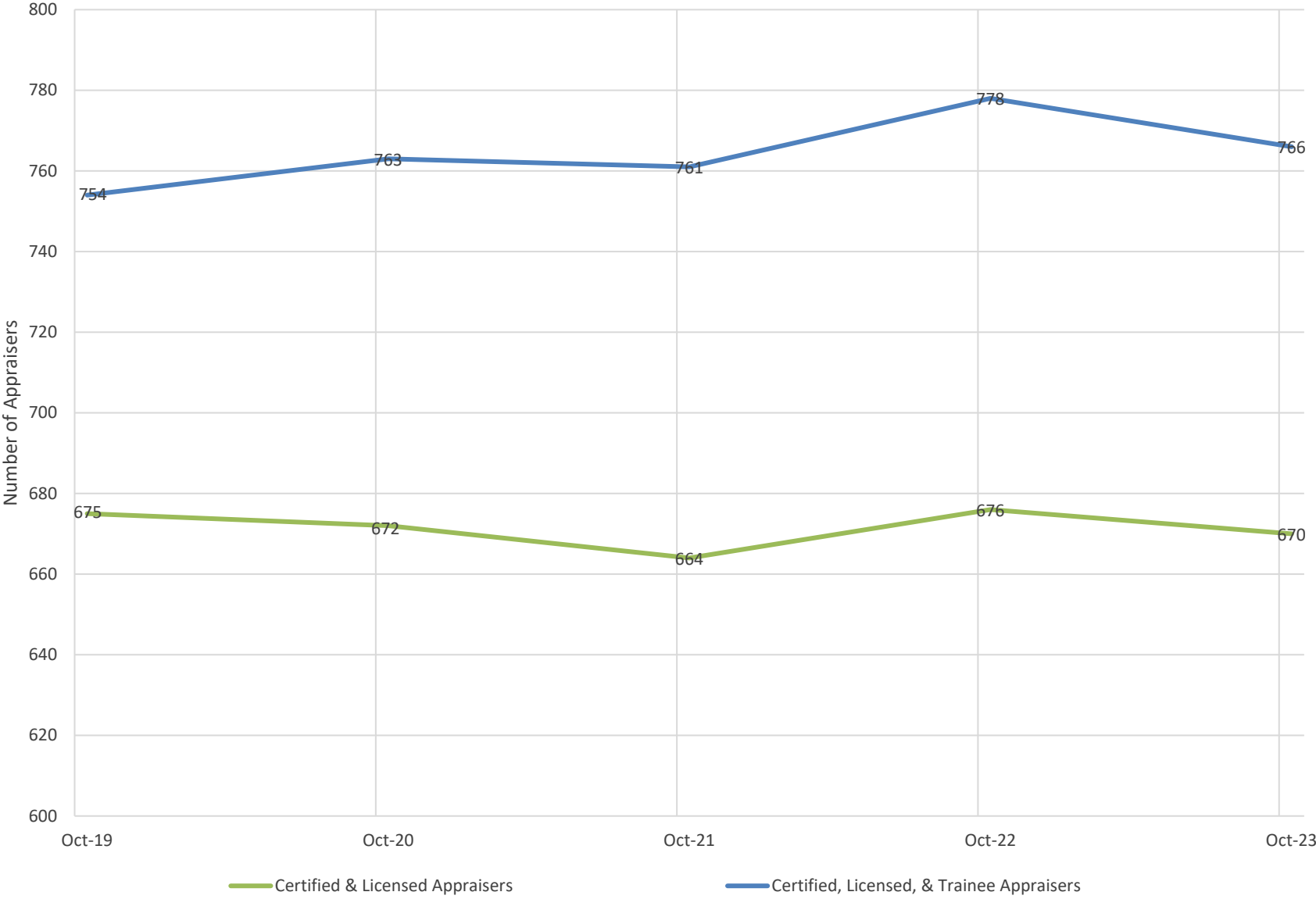
Total Real Property Appraisers (not including Trainee) - Five Year Trend



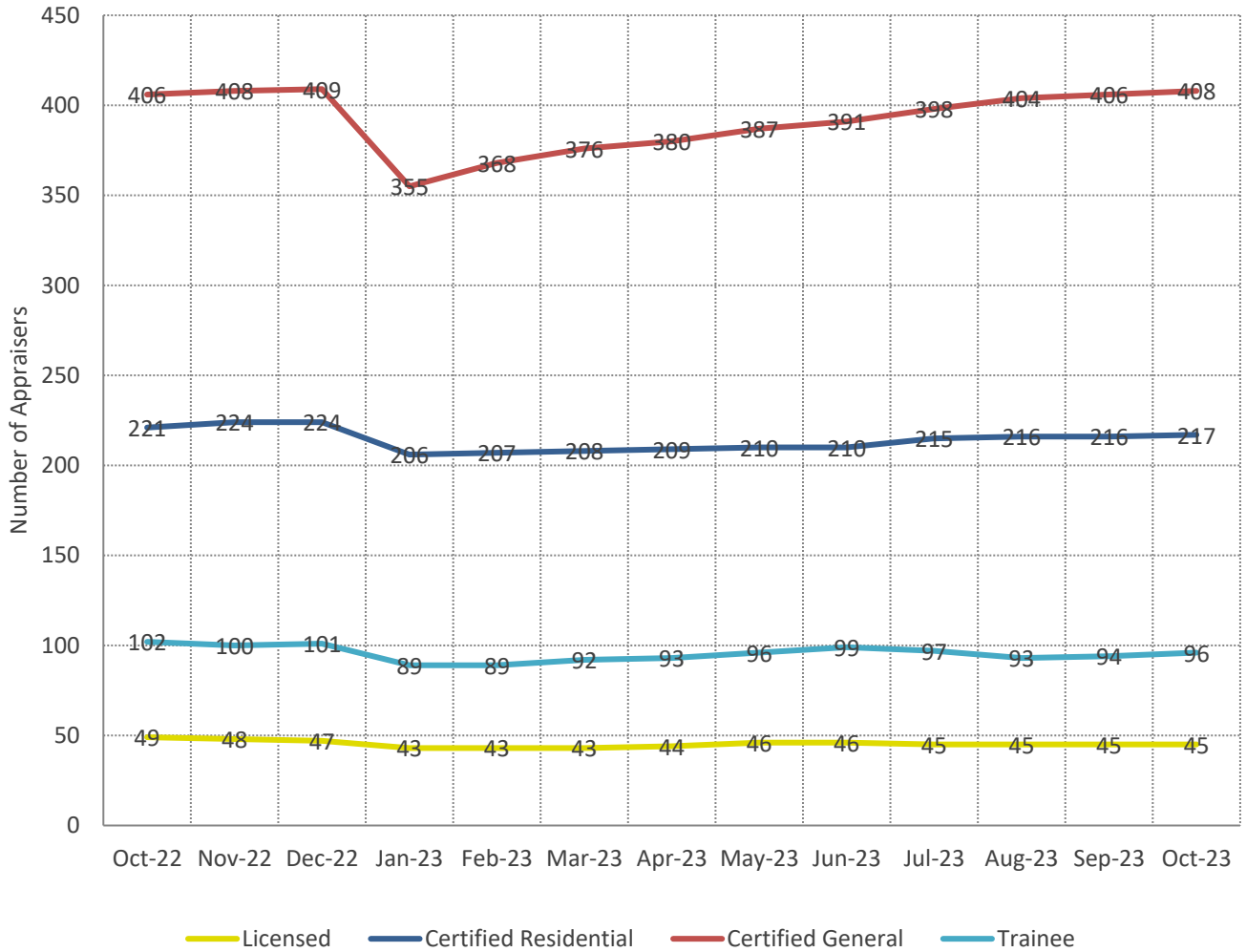
Total Real Property Appraisers by Classification - Five Year Trend



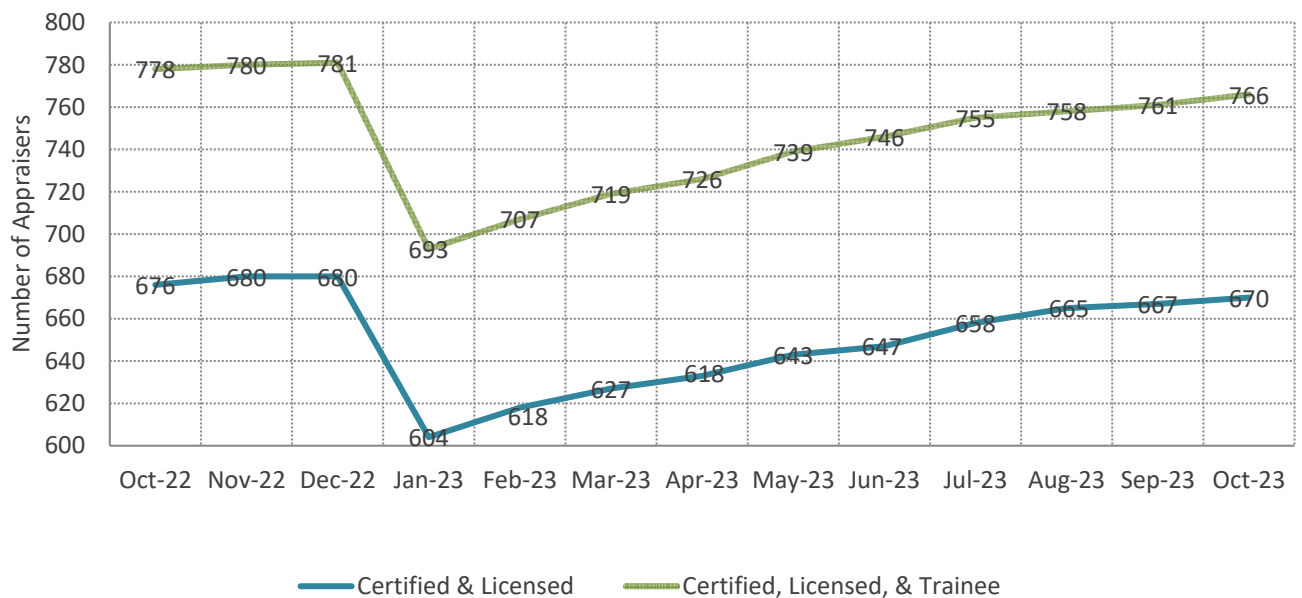
Total Real Property Appraisers - Five Year Trend



Real Property Appraisers by Classification - Thirteen Month Trend

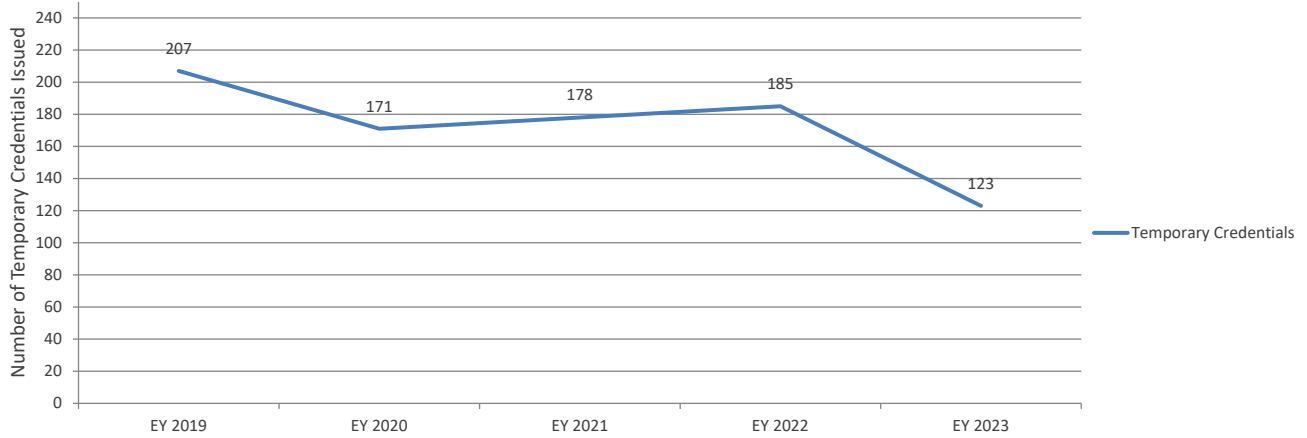


Total Real Property Appraisers - Thirteen Month Trend

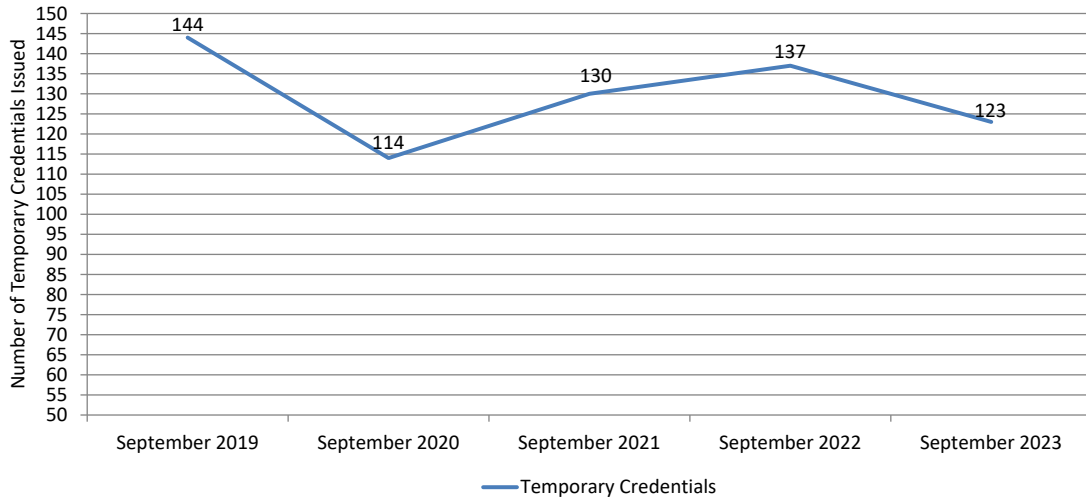


Temporary Real Property Appraiser Report

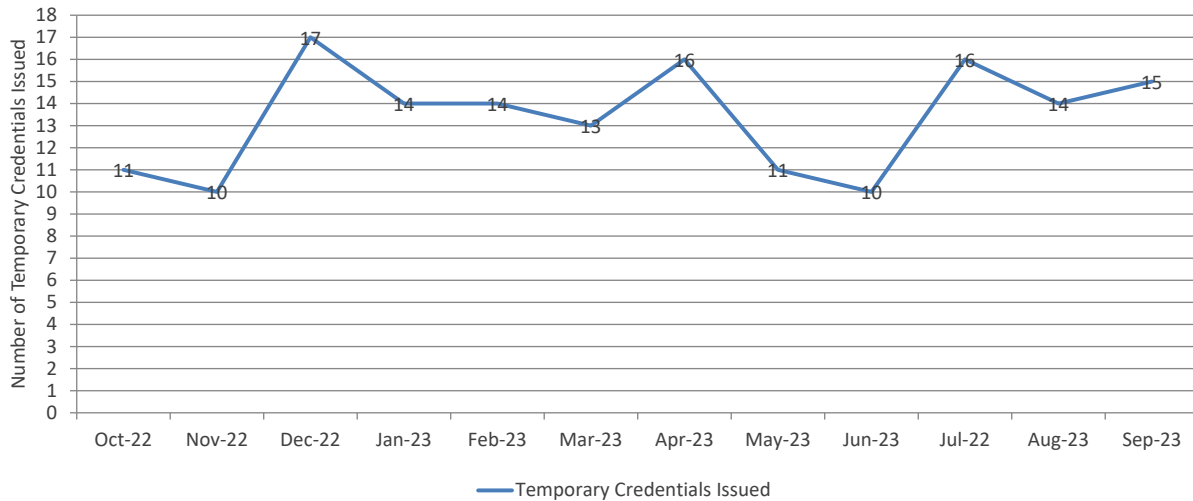
Temporary Real Property Appraiser Credentials Issued by Calendar Year - Five Year Trend



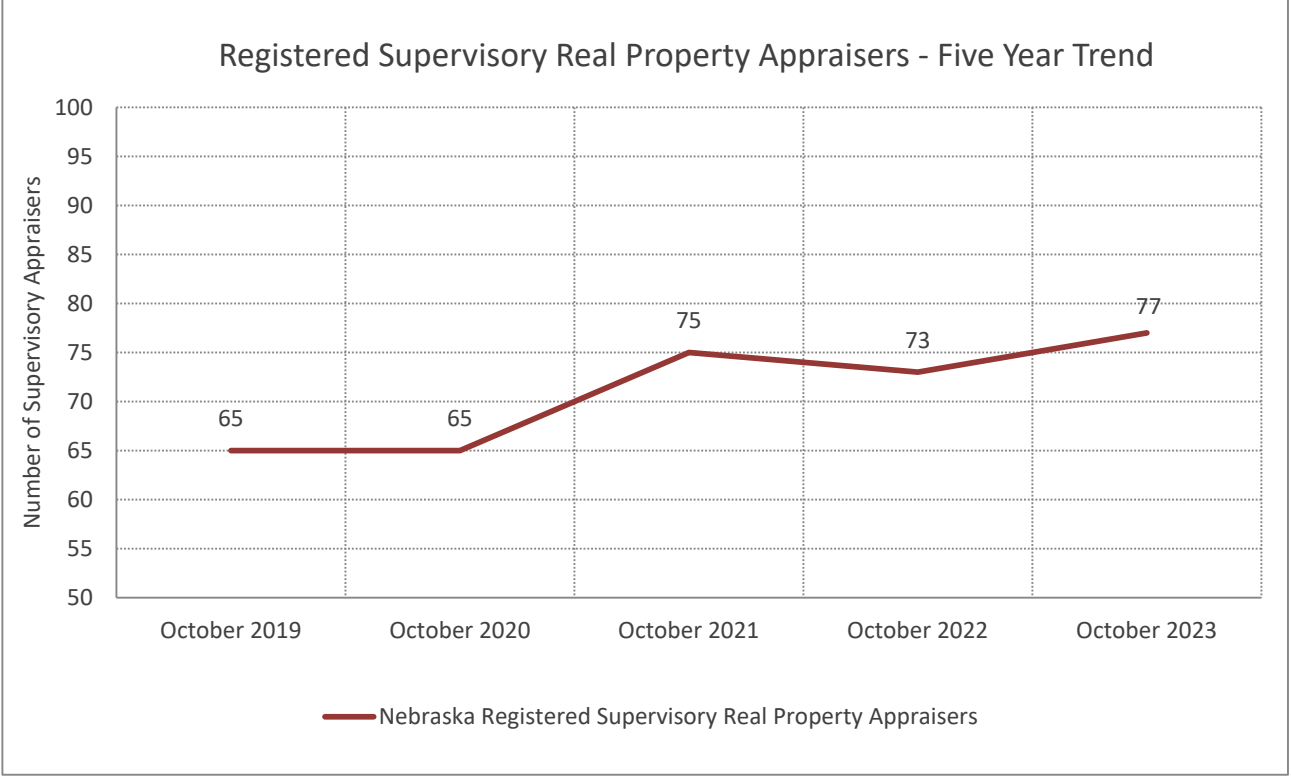
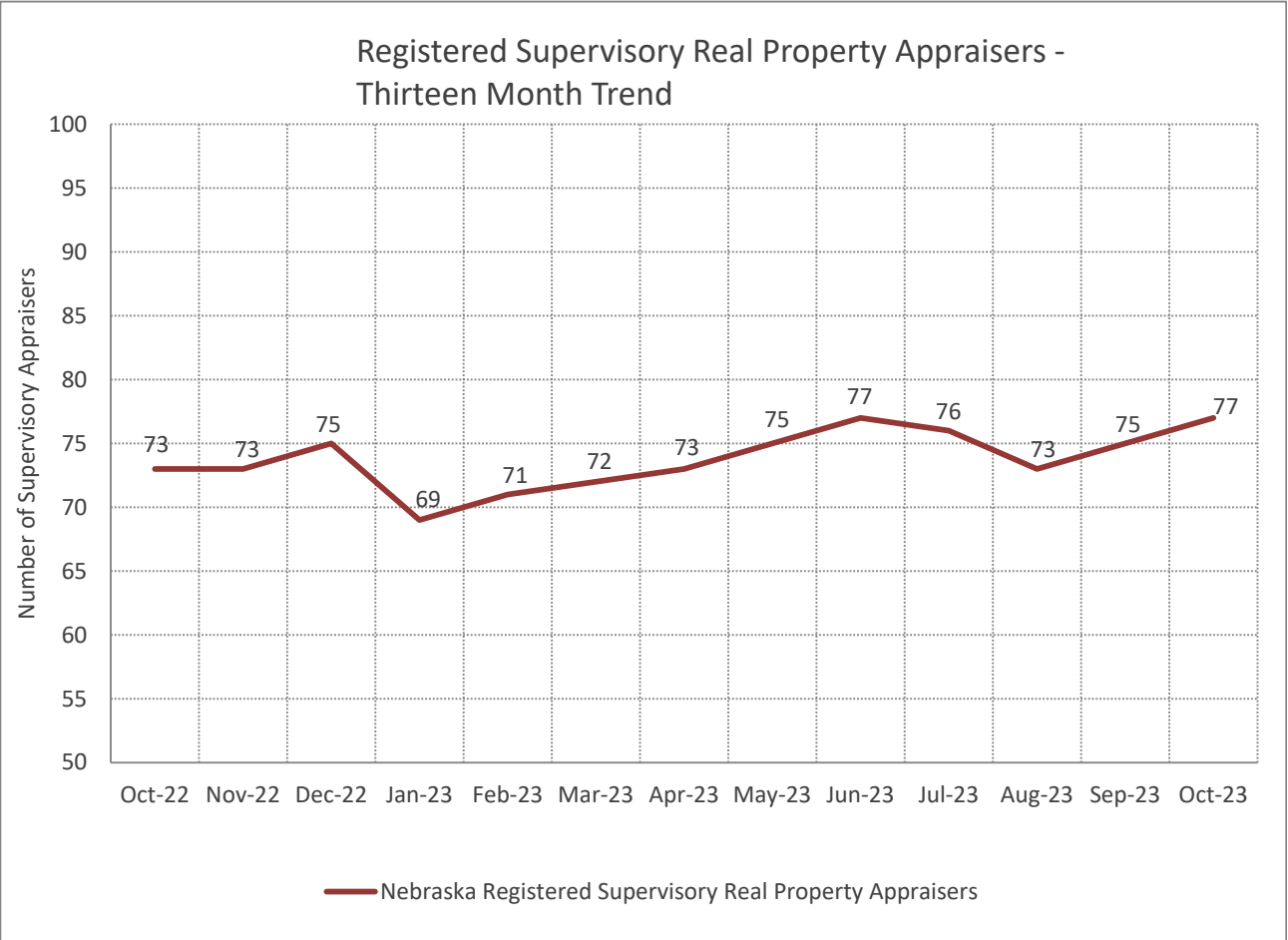
Year-to-date Temporary Real Property Appraiser Credentials Issued - Five Year Trend



Temporary Real Property Appraiser Credentials Issued by Month - Twelve Month Trend

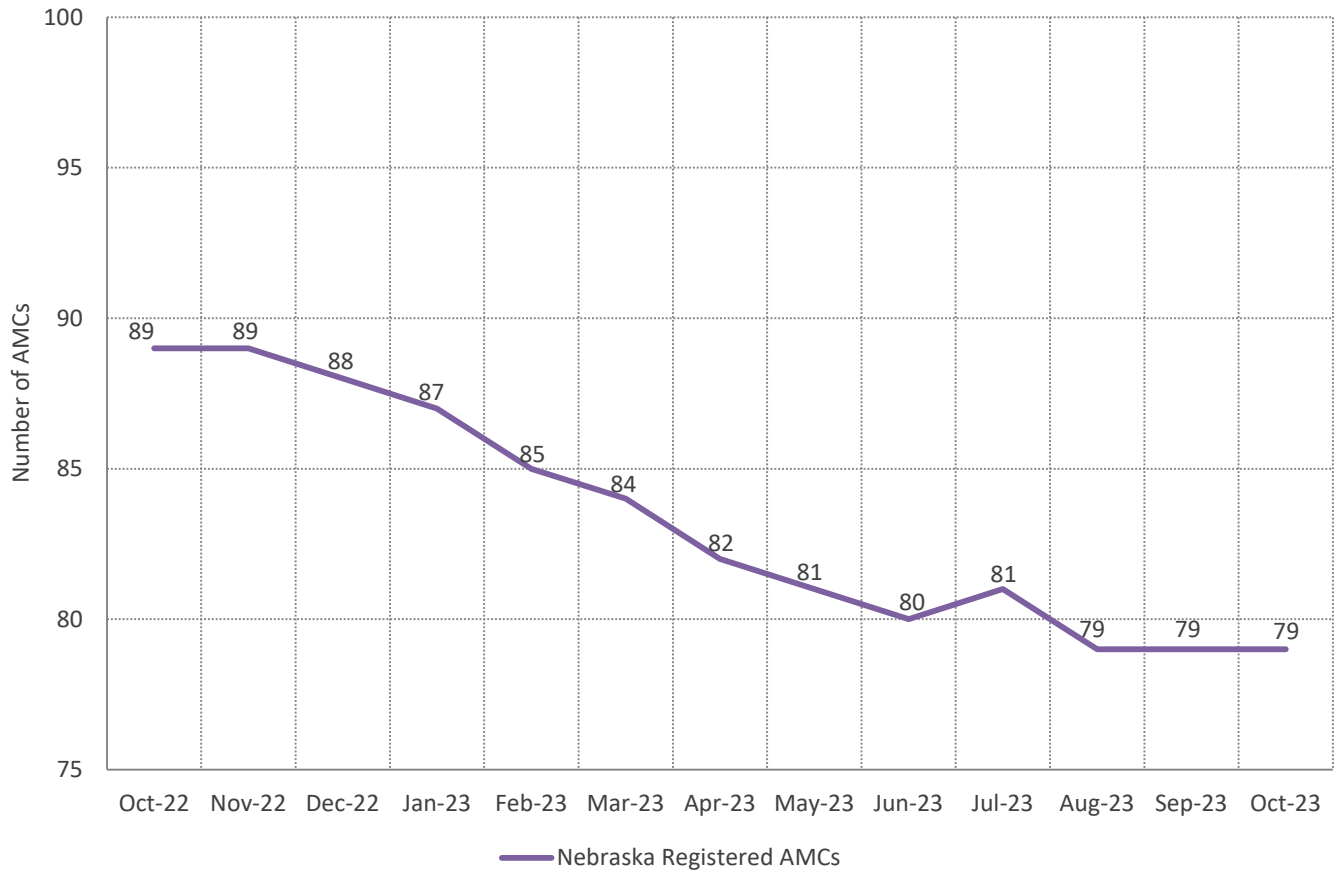


Supervisory Real Property Appraiser Report

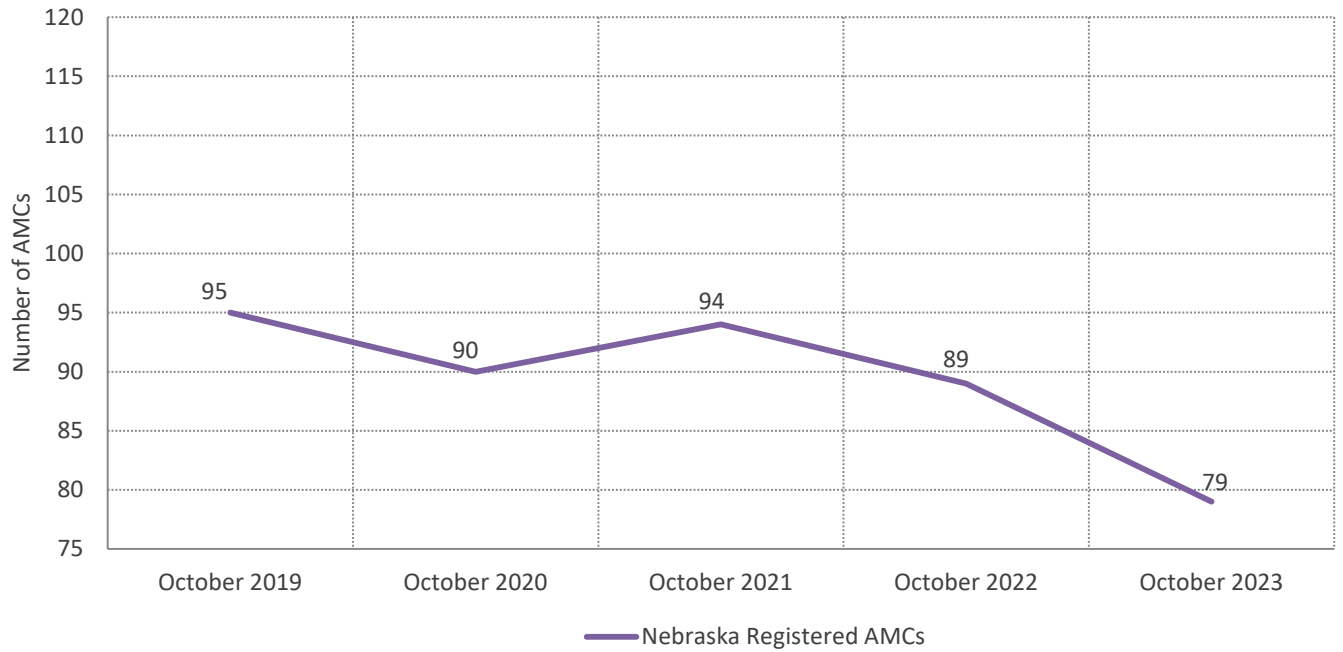


Appraisal Management Company Report

Appraisal Management Companies - Thirteen Month Trend



Appraisal Management Companies - Five Year Trend



NEBRASKA REAL PROPERTY APPRAISER BOARD

DIRECTOR APPROVAL OF REAL PROPERTY APPRAISER APPLICANTS

September 13, 2023 – October 17, 2023

<i>New Trainee Real Property Appraisers</i>		
T2023014	Mohr, Amy	Approved September 13, 2023 with advisory, no supervisor
T2023015	Nelson, Austin	Approved October 10, 2023 with advisory, no supervisor
T2023016	Kenealy, Daniel	Approved October 13, 2023
<i>New Certified General Real Property Appraisers through Reciprocity</i>		
CG2023035R	Keever, Kyle	Approved September 15, 2023
CG2023036R	Hodge, Douglas	Approved September 18, 2023
CG23030R	Sell, Corey	Approved October 5, 2023

NEBRASKA REAL PROPERTY APPRAISER BOARD
DIRECTOR APPROVAL OF AMC APPLICANTS

September 13, 2023 – October 17, 2023

<i>New AMCs</i>		
NE2023003	Zap Appraisals, LLC	Approved September 22, 2023

NEBRASKA REAL PROPERTY APPRAISER BOARD

DIRECTOR APPROVAL OF EDUCATION ACTIVITY AND INSTRUCTOR(S) APPLICANTS

September 13, 2023 – October 17, 2023

Provider	Activity Number	Hours	Title	Instructor(s)	Approval Date
<i>New Continuing Education Activities and Instructors</i>					
Appraiser eLearning	2233490.33	4	The Life of an Appraisal – What Happens Next?	Pam Teel	9/18/2023
Appraisal Institute	2232484.02	7	Case Studies in Appraising Green Residential Buildings	Sandra Adomatis	9/20/2023
The CE Shop	2232491.77	3	Appraisal Ethics and Valuation	Rebecca Jones	9/26/2023
The CE Shop	2232492.77	6	Characteristics Influencing Appraisals	Rebecca Jones	9/26/2023
Appraisal Institute – NE	2231495.05	7	Advanced Land Valuation: Sound Solutions to Perplexing Problems	Rick Carlile	9/29/2023
Appraisal Institute	2232499.02	7	Online Eminent Domain and Condemnation	John Underwood	10/6/2023
Appraiser eLearning	2232494.33	4	Measuring Square Footage with ANSI Z765-2021 (Online)	David Thomas	10/12/2023
ASFMRA	223140C.01	7	Appraisal Through the Eyes of the Reviewer	Charles Seely	10/13/2023
Appraisal Institute	2232493.02	7	Online Comparative Analysis	Alan Simmons	10/16/2023
Appraisal Institute	2233496.02	7	Valuation Overview of Accessory Dwelling Units	Sandra Adomatis	10/16/2023
The CE Shop	2232497.77	7	Reviewing Property Ownership and Real Estate Markets	Rebecca Jones	10/17/2023
The CE Shop	2232498.77	4	Reviewing Appraisal Valuation Procedures	Rebecca Jones	10/17/2023

2023-24 Nebraska Real Property Appraiser Board Goals and Objectives
June 21, 2023 Strategic Planning Meeting

	SHORT TERM GOALS / OBJECTIVES	EXPECTED COMPLETION DATE	STATUS/GOAL MET	LONG TERM GOALS / OBJECTIVES	EXPECTED COMPLETION DATE	NOTES
LAWS, RULES, AND GUIDANCE DOCUMENTS	Work with the Banking, Commerce and Insurance Legislative Committee's Legal Counsel to draft a bill for introduction addressing the changes needed in the Real Property Appraiser Act, which includes but is not limited to USPAP changes, Real Property Appraiser Qualifications Criteria changes, ASC SOA recommendations, the Board's PAVE Dashboard statute review, and removal of the Real Property Appraiser Renewal Random CHRC Program.	12/31/2023	REQ draft completed October 16, 2023. REQ will be presented to the Board at its October 26, 2023 regular meeting.	Address changes to USPAP, Real Property Appraiser Qualifications Criteria, ASC Policy Statements, AQB CAP Program Guidelines, and Title XI as required.	Ongoing.	
	Work with the Banking, Commerce and Insurance Legislative Committee's Legal Counsel to draft a bill for introduction addressing the changes needed in the AMC Registration Act, which includes but is not limited to the ASC SOA recommendations, inclusion of criminal and civil immunity language, changes to the CHRC requirements for owners of more than 10% of an AMC.	12/31/2023	REQ draft completed October 16, 2023. REQ will be presented to the Board at its October 26, 2023 regular meeting.	Harmonize Title 298 with the changes made to the Nebraska Real Property Appraiser Act and Appraisal Management Company Registration Act as needed.	Ongoing.	
	Draft Title 298 changes to harmonize Title 298 with the changes made to the Nebraska Real Property Appraiser Act and Appraisal Management Company Registration Act in 2024, address the Board's PAVE Dashboard regulations review, and incorporate changes made to the Real Property Appraiser Qualification Criteria Effective January 1, 2026 and CAP Guidelines effective September 17, 2023.	12/31/2024		Continue to monitor the effectiveness of regulations to reduce unnecessary regulatory burden, remove barriers to entry into the real property appraiser profession, maintain an effective education program, and provide for better clarification and administration.	Ongoing.	
				Continue to adopt Guidance Documents for public advisement concerning interpretation of statutes and rules, and retire Guidance Documents that are no longer relevant.	Ongoing.	
				Continue to adopt internal procedures as needed to assist with the Board's administration of its programs, and retire internal procedures that are no longer relevant.	Ongoing.	
COMPLIANCE	None.			None		
CREDENTIALING AND REGISTRATION				Explore opportunities to increase the number of Nebraska resident real property appraisers.	Ongoing.	
				Monitor real property appraiser credential renewal dates.	Ongoing.	
EDUCATION	None.			Encourage trainee real property appraisers who intend to engage in real property appraisal practice pertaining to agricultural real property upon credentialing as a certified general real property appraiser complete agricultural-based qualifying education offered by an education provider with an expertise in agricultural appraisal in approval letter sent to trainee real property appraisers.	Ongoing.	
				Request that supervisory real property appraisers with trainee real property appraisers who intend to engage in real property appraisal practice pertaining to agricultural real property upon credentialing as a certified general real property appraiser encourage their trainee real property appraisers to complete agricultural-based qualifying education offered by an education provider with an expertise in agricultural appraisal in approval letter sent to supervisory real property appraisers.	Ongoing.	
PERSONNEL	Hire Administrative Specialist classified employee. Adequate staffing is required to carry out the Board's mission, maintain a high-level operation, remain compliant with Title XI, and to maintain public satisfaction.	12/31/2023	Job opening reposted for third time on October 16, 2023.	Continue updating the policies and procedures documents as needed to ensure compliance with state policy changes, NAPE/ASFCE contract changes and to address general work environment needs and/or changes.	Ongoing.	
PUBLIC INFORMATION	Populate the Disciplinary History Search with ten year real property appraiser and AMC disciplinary action history for active credential and registration holders.	12/31/2023	EPM Sims has begun the process of populating the disciplinary history for real property appraisers and AMCs.	Encourage development of Memos from the Board and Facebook posts that contain facts of interest to the appraiser community.	Ongoing.	
				Continue utilizing the NRPAB website, NRPAB Facebook page, The Nebraska Appraiser, and Memos from the Board to disseminate relevant and important information to the appraisal business community and the general public in a timely manner. This includes information related to state and federal regulations, credentialing and registration requirements, renewal information, education information, Board policies and procedures, documents posted to the NRPAB website, meeting information, and other information that affects the industry.	Ongoing.	
				Continue utilization of Memos from the Board to disseminate important information in a timely manner that should not be held for the next release of The Nebraska Appraiser.	Ongoing.	
				Continue releasing new issues of The Nebraska Appraiser on a quarterly basis to disseminate important information to the appraisal business community and the general public in an effective and efficient manner.	Ongoing.	
				Continue to monitor the effectiveness of current NRPAB website, and repair bugs and make improvements and add enhancements needed to address functionality or use.	Ongoing.	
				Explore the development and implementation of an updated NRPAB logo.	None.	
ADMINISTRATION				Populate the Disciplinary History Search with all real property appraiser and AMC disciplinary action history for active credential and registration holders.	None.	
				Continue to monitor the effectiveness of current processes and procedures, and update processes and procedures as needed to maintain effectiveness and efficiency of the administration of the Board's programs.	Ongoing.	
				Continue to monitor the effectiveness of current NRPAB database, repair bugs, and make improvements and add enhancements needed to address program or use changes.	Ongoing.	
				Explore use of Federal grant money to pursue development of a translator system between the NRPAB Database and the ASC Federal Registry system.	Ongoing.	
				Explore online real property appraiser initial applications (Reciprocity; E,E,&E; Temporary) AMC initial applications, education activity applications, and other services that require payment of a fee.	None.	
FINANCIALS	None.			None.		

2023-24 NRPAB SWOT Analysis			
STRENGTHS: * Customer Service * Organization * Board member knowledge * Staff knowledge * Adaptability * Professional Diversity of Board * Modernization of Accessibility	WEAKNESSES: * Industry's inability to grow * Efficiency loss due to database not meeting potential * Size of Agency staff * Regulatory and statutory barriers * Difficulty obtaining new board members	OPPORTUNITIES: * Growth in real property appraiser field * Continued evaluation of Board and Agency operations * Embrace of available technology	THREATS: * Agency turnover * Federal agency oversight * State economic climate * Aging appraiser population * Inadequate supervisory appraiser knowledge * Deemphasis on appraisals at the Federal level

STATE OF NEBRASKA
Department of Administrative Services
Accounting Division
Budget Status Report
As of 09/30/23

Agency 053 REAL PROPERTY APPRAISER BD
Division 000 Real Property App Bd
Program 079 APPRAISER LICENSING

Percent of Time Elapsed = 25.21

ACCOUNT CODE DESCRIPTION	BUDGETED AMOUNT	CURRENT MONTH ACTIVITY	YEAR-TO-DATE ACTUALS	PERCENT OF BUDGET	ENCUMBERANCES	VARIANCE
BUDGETED FUND TYPES - EXPENDITURES						
510000 PERSONAL SERVICES						
511100 PERMANENT SALARIES-WAGES	186,486.00	11,652.94	36,872.94	19.77		149,613.06
511300 OVERTIME PAYMENTS	500.00	108.79	108.79	21.76		391.21
511600 PER DIEM PAYMENTS	7,600.00	400.00	1,300.00	17.11		6,300.00
512100 VACATION LEAVE EXPENSE	16,241.00	1,520.84	2,305.34	14.19		13,935.66
512200 SICK LEAVE EXPENSE	2,189.00	162.97	441.01	20.15		1,747.99
512300 HOLIDAY LEAVE EXPENSE	10,046.00	701.94	2,062.38	20.53		7,983.62
Personal Services Subtotal	223,062.00	14,547.48	43,090.46	19.32	0.00	179,971.54
515100 RETIREMENT PLANS EXPENSE	16,160.00	1,059.36	3,129.29	19.36		13,030.71
515200 FICA EXPENSE	17,064.00	1,019.29	3,033.24	17.78		14,030.76
515500 HEALTH INSURANCE EXPENSE	39,668.00	2,851.58	8,554.74	21.57		31,113.26
516500 WORKERS COMP PREMIUMS	1,546.00		1,546.00	100.00		
Major Account 510000 Total	297,500.00	19,477.71	59,353.73	19.95	0.00	238,146.27
520000 OPERATING EXPENSES						
521100 POSTAGE EXPENSE	2,500.00	140.90	851.00	34.04		1,649.00
521400 DATA PROCESSING EXPENSE	31,870.00	3,456.79	11,625.12	36.48		20,244.88
521500 PUBLICATION & PRINT EXPENSE	3,000.00		269.07	8.97		2,730.93
521900 AWARDS EXPENSE	50.00					50.00
522100 DUES & SUBSCRIPTION EXPENSE	600.00					600.00
522200 CONFERENCE REGISTRATION	1,100.00					1,100.00
524600 RENT EXPENSE-BUILDINGS	12,832.00	1,068.96	3,204.36	24.97		9,627.64
524900 RENT EXP-DUPR SURCHARGE	4,187.00	348.91	1,046.73	25.00		3,140.27
531100 OFFICE SUPPLIES EXPENSE	2,000.00		1,802.67	90.13	1,562.00	1,364.67-
532100 NON CAPITALIZED EQUIP PU	654.00	290.00	290.00	44.34	2,806.00	2,442.00-
532260 VOICE EQUIP	200.00					200.00
541100 ACCTG & AUDITING SERVICES	1,128.00		1,128.00	100.00		
541200 PURCHASING ASSESSMENT	39.00		39.00	100.00		
541500 LEGAL SERVICES EXPENSE	20,000.00					20,000.00
541700 LEGAL RELATED EXPENSE	3,000.00					3,000.00
554900 OTHER CONTRACTUAL SERVICE	30,900.00	3,282.25	6,241.00	20.20	1,553.70	23,105.30
556100 INSURANCE EXPENSE	49.00					49.00
559100 OTHER OPERATING EXP	7,627.00					7,627.00

STATE OF NEBRASKA
Department of Administrative Services
Accounting Division
Budget Status Report
As of 09/30/23

Agency 053 REAL PROPERTY APPRAISER BD
Division 000 Real Property App Bd
Program 079 APPRAISER LICENSING

Percent of Time Elapsed = 25.21

<u>ACCOUNT CODE DESCRIPTION</u>		<u>BUDGETED</u>	<u>CURRENT MONTH</u>	<u>YEAR-TO-DATE</u>	<u>PERCENT OF</u>	<u>ENCUMBERANCES</u>	<u>VARIANCE</u>
		<u>AMOUNT</u>	<u>ACTIVITY</u>	<u>ACTUALS</u>	<u>BUDGET</u>		
Major Account 520000 Total		121,736.00	8,587.81	26,496.95	21.77	5,921.70	89,317.35
570000 TRAVEL EXPENSES							
571100	BOARD & LODGING	4,000.00		294.00	7.35		3,706.00
571800	MEALS - TRAVEL STATUS	1,600.00	61.96	185.88	11.62		1,414.12
572100	COMMERCIAL TRANSPORTATION	1,700.00					1,700.00
573100	STATE-OWNED TRANSPORT	200.00					200.00
574500	PERSONAL VEHICLE MILEAGE	6,145.00	381.23	1,120.11	18.23		5,024.89
575100	MISC TRAVEL EXPENSES	550.00	18.00	47.25	8.59		502.75
Major Account 570000 Total		14,195.00	461.19	1,647.24	11.60	0.00	12,547.76
BUDGETED EXPENDITURES TOTAL		433,431.00	28,526.71	87,497.92	20.19	5,921.70	340,011.38

SUMMARY BY FUND TYPE - EXPENDITURES

2	CASH FUNDS	433,431.00	28,526.71	87,497.92	20.19	5,921.70	340,011.38
BUDGETED EXPENDITURES TOTAL		433,431.00	28,526.71	87,497.92	20.19	5,921.70	340,011.38

BUDGETED FUND TYPES - REVENUES

470000 REVENUE - SALES AND CHARGES

471100	SALE OF SERVICES	425.00-	50.00-	125.00-	29.41		300.00-
471120	QUALIFYING ED COURSE FEES	750.00-	50.00-	225.00-	30.00		525.00-
471121	CONTINUING ED NEW FEES	3,000.00-	150.00-	575.00-	19.17		2,425.00-
471122	CONTINUING ED RENEWAL FEES	200.00-	70.00-	80.00-	40.00		120.00-
475150	CERTIFIED GENERAL NEW FEES	10,200.00-	300.00-	3,000.00-	29.41		7,200.00-
475151	LICENSED NEW FEES	1,200.00-					1,200.00-
475152	FINGERPRINT FEES	3,574.75-	271.50-	543.00-	15.19		3,031.75-
475153	CERTIFIED RESIDENTIAL NEW	2,700.00-		600.00-	22.22		2,100.00-
475154	CERTIFIED GENERAL RENEWAL	94,875.00-	4,950.00-	15,125.00-	15.94		79,750.00-
475155	LICENSED RENEWAL	10,175.00-		275.00-	2.70		9,900.00-
475156	FINGERPRINT AUDIT PROGRAM FEES	3,380.00-	140.00-	505.00-	14.94		2,875.00-
475157	CERTIFIED RESIDENTIAL RENEWAL	56,100.00-	1,650.00-	8,525.00-	15.20		47,575.00-
475161	TEMPORARY CERTIFIED GENERAL	9,000.00-	750.00-	2,300.00-	25.56		6,700.00-
475163	AMC REGISTERED NEW FEES	4,000.00-					4,000.00-
475164	AMC APPLICATION FEES	700.00-		350.00-	50.00		350.00-

STATE OF NEBRASKA
Department of Administrative Services
Accounting Division
Budget Status Report
As of 09/30/23

Agency 053 REAL PROPERTY APPRAISER BD
Division 000 Real Property App Bd
Program 079 APPRAISER LICENSING

Percent of Time Elapsed = 25.21

ACCOUNT CODE DESCRIPTION		BUDGETED AMOUNT	CURRENT MONTH ACTIVITY	YEAR-TO-DATE ACTUALS	PERCENT OF BUDGET	ENCUMBERANCES	VARIANCE
475165	AMC REGISTERED RENEWAL	114,000.00-	3,000.00-	16,500.00-	14.47		97,500.00-
475166	FED REG AMC RPT FORM PROC FEES	350.00-					350.00-
475167	CERTIFIED RESIDENTIAL INACTIVE	300.00-					300.00-
475168	CERTIFIED GENERAL INACTIVE	300.00-					300.00-
475234	APPLICATION FEES	29,850.00-	2,400.00-	6,400.00-	21.44		23,450.00-
476101	LATE PROCESSING FEES	3,500.00-		300.00-	8.57		3,200.00-
Major Account 470000 Total		<u>348,579.75-</u>	<u>13,781.50-</u>	<u>55,428.00-</u>	<u>15.90</u>	<u>0.00</u>	<u>293,151.75-</u>
480000 REVENUE - MISCELLANEOUS							
481100	INVESTMENT INCOME	16,000.00-	1,653.91-	4,777.09-	29.86		11,222.91-
484500	REIMB NON-GOVT SOURCES	1,000.00-		1,181.28-	118.13		181.28
Major Account 480000 Total		<u>17,000.00-</u>	<u>1,653.91-</u>	<u>5,958.37-</u>	<u>35.05</u>	<u>0.00</u>	<u>11,041.63-</u>
490000 REVENUE - OTHER FINANCIAL SOURCES/U							
491300	SALE - SURP PROP/FIXED ASSET		11.04-	63.48-			63.48
Major Account 490000 Total		<u>0.00</u>	<u>11.04-</u>	<u>63.48-</u>	<u>0.00</u>	<u>0.00</u>	<u>63.48</u>
BUDGETED REVENUE TOTAL		<u>365,579.75-</u>	<u>15,446.45-</u>	<u>61,449.85-</u>	<u>16.81</u>	<u>0.00</u>	<u>304,129.90-</u>
SUMMARY BY FUND TYPE - REVENUE							
2	CASH FUNDS	365,579.75-	15,446.45-	61,449.85-	16.81		304,129.90-
BUDGETED REVENUE TOTAL		<u>365,579.75-</u>	<u>15,446.45-</u>	<u>61,449.85-</u>	<u>16.81</u>	<u>0.00</u>	<u>304,129.90-</u>

Fund	Program	Sub-Program	Account Number	Sub-ledger	Doc Number	Tran Date	Tran Type	Batch Type	Payee/Explanation	Batch Number	Posted Code	Month to Date
25310	079	000	53105018.471100.		522381	09/13/23	RC	RB	1 CORPORATE CERTIFICATE	7246116		25.00-
25310	079	000	53105018.471100.		525298	09/29/23	RC	RB	NRPAB DEPOSIT 230929	7264938		25.00-
Total for Object			471100 SALE OF SERVICES									50.00-
25310	079	000	53105018.471120.		524645	09/26/23	RC	RB	NRPAB DEPOSIT 230926	7259987		50.00-
Total for Object			471120 QUALIFYING ED COURSE FEES									50.00-
25310	079	000	53105018.471121.		521184	09/06/23	RC	RB	NRPAB DEPOSIT 230906	7239036		25.00-
25310	079	000	53105018.471121.		522894	09/15/23	RC	RB	NRPAB DEPOSIT 230915	7249608		25.00-
25310	079	000	53105018.471121.		523594	09/20/23	RC	RB	NRPAB DEPOSIT 230920	7254375		75.00-
25310	079	000	53105018.471121.		524645	09/26/23	RC	RB	NRPAB DEPOSIT 230926	7259987		25.00-
Total for Object			471121 CONTINUING ED NEW FEES									150.00-
25310	079	000	53105018.471122.		521184	09/06/23	RC	RB	NRPAB DEPOSIT 230906	7239036		30.00-
25310	079	000	53105018.471122.		524645	09/26/23	RC	RB	NRPAB DEPOSIT 230926	7259987		40.00-
Total for Object			471122 CONTINUING ED RENEWAL FEES									70.00-
25310	079	000	53105018.475150.		525298	09/29/23	RC	RB	NRPAB DEPOSIT 230929	7264938		300.00-
Total for Object			475150 CERTIFIED GENERAL NEW FEES									300.00-
25310	079	000	53105018.475152.		521184	09/06/23	RC	RB	NRPAB DEPOSIT 230906	7239036		45.25-
25310	079	000	53105018.475152.		522381	09/13/23	RC	RB	1 FINGERPRINT PROCESSING FEE	7246116		45.25-
25310	079	000	53105018.475152.		523389	09/19/23	RC	RB	NRPAB DEPOSIT 230919	7252948		45.25-
25310	079	000	53105018.475152.		524374	09/25/23	RC	RB	NRPAB DEPOSIT 320925	7258459		45.25-
25310	079	000	53105018.475152.		524645	09/26/23	RC	RB	NRPAB DEPOSIT 230926	7259987		90.50-
Total for Object			475152 FINGERPRINT FEES									271.50-
25310	079	000	53105018.475154.		522477	09/12/23	RC	RB	NRPAB APP REN EFW DEP 230912	7245975		550.00-
25310	079	000	53105018.475154.		522381	09/13/23	RC	RB	1 2-YR CG RENEW	7246116		550.00-
25310	079	000	53105018.475154.		522635	09/13/23	RC	RB	NRPAB APP REN EFW DEP 230913	7247126		275.00-
25310	079	000	53105018.475154.		523211	09/15/23	RC	RB	NRPAB APP REN EFW DEP	7250298		825.00-
25310	079	000	53105018.475154.		523594	09/20/23	RC	RB	NRPAB DEPOSIT 230920	7254375		275.00-
25310	079	000	53105018.475154.		524519	09/22/23	RC	RB	NRPAB APP REN EFW DEP 230922	7257754		825.00-
25310	079	000	53105018.475154.		524733	09/25/23	RC	RB	NRPAB APP REN EFW DEP 230925	7259185		550.00-
25310	079	000	53105018.475154.		524864	09/26/23	RC	RB	NRPAB APP REN EFW DEP 230926	7260867		550.00-
25310	079	000	53105018.475154.		525209	09/27/23	RC	RB	NRPAB APP REN EFW DEP	7262435		550.00-
Total for Object			475154 CERTIFIED GENERAL RENEWAL									4,950.00-
25310	079	000	53105018.475156.		522477	09/12/23	RC	RB	NRPAB APP REN EFW DEP 230912	7245975		550.00-

Fund	Program	Sub-Program	Account Number	Sub-ledger	Doc Number	Tran Date	Tran Type	Batch Type	Payee/Explanation	Batch Number	Posted Code	Month to Date
25310	079	000	53105018.475156.		522381	09/13/23	RC	RB	1 2-YR FNGRPRNT AUD PROG FEE	7246116		10.00-
25310	079	000	53105018.475156.		522635	09/13/23	RC	RB	NRPAB APP REN EFW DEP 230913	7247126		5.00-
25310	079	000	53105018.475156.		523211	09/15/23	RC	RB	NRPAB APP REN EFW DEP	7250298		25.00-
25310	079	000	53105018.475156.		523488	09/18/23	RC	RB	NRPAB APP REN EFW DEP 230918	7251899		5.00-
25310	079	000	53105018.475156.		523713	09/19/23	RC	RB	NRPAB APP REN EFW DEP 230919	7253890		10.00-
25310	079	000	53105018.475156.		523594	09/20/23	RC	RB	NRPAB DEPOSIT 230920	7254375		5.00-
25310	079	000	53105018.475156.		524519	09/22/23	RC	RB	NRPAB APP REN EFW DEP 230922	7257754		15.00-
25310	079	000	53105018.475156.		524374	09/25/23	RC	RB	NRPAB DEPOSIT 320925	7258459		5.00-
25310	079	000	53105018.475156.		524733	09/25/23	RC	RB	NRPAB APP REN EFW DEP 230925	7259185		10.00-
25310	079	000	53105018.475156.		524864	09/26/23	RC	RB	NRPAB APP REN EFW DEP 230926	7260867		10.00-
25310	079	000	53105018.475156.		525209	09/27/23	RC	RB	NRPAB APP REN EFW DEP	7262435		10.00-
25310	079	000	53105018.475156.		525351	09/28/23	RC	RB	NRPAB APP REN EFW DEP 230928	7264152		10.00-
Total for Object			475156	FINGERPRINT AUDIT PROGRAM FEES								140.00-
25310	079	000	53105018.475157.		522477	09/12/23	RC	RB	NRPAB APP REN EFW DEP 230912	7245975		550.00-
25310	079	000	53105018.475157.		523488	09/18/23	RC	RB	NRPAB APP REN EFW DEP 230918	7251899		275.00-
25310	079	000	53105018.475157.		523713	09/19/23	RC	RB	NRPAB APP REN EFW DEP 230919	7253890		550.00-
25310	079	000	53105018.475157.		524374	09/25/23	RC	RB	NRPAB DEPOSIT 320925	7258459		275.00-
Total for Object			475157	CERTIFIED RESIDENTIAL RENEWAL								1,650.00-
25310	079	000	53105018.475161.		521184	09/06/23	RC	RB	NRPAB DEPOSIT 230906	7239036		100.00-
25310	079	000	53105018.475161.		522894	09/15/23	RC	RB	NRPAB DEPOSIT 230915	7249608		100.00-
25310	079	000	53105018.475161.		523389	09/19/23	RC	RB	NRPAB DEPOSIT 230919	7252948		100.00-
25310	079	000	53105018.475161.		523594	09/20/23	RC	RB	NRPAB DEPOSIT 230920	7254375		150.00-
25310	079	000	53105018.475161.		524374	09/25/23	RC	RB	NRPAB DEPOSIT 320925	7258459		200.00-
25310	079	000	53105018.475161.		524645	09/26/23	RC	RB	NRPAB DEPOSIT 230926	7259987		50.00-
25310	079	000	53105018.475161.		525298	09/29/23	RC	RB	NRPAB DEPOSIT 230929	7264938		50.00-
Total for Object			475161	TEMPORARY CERTIFIED GENERAL								750.00-
25310	079	000	53105018.475234.		521184	09/06/23	RC	RB	NRPAB DEPOSIT 230906	7239036		350.00-
25310	079	000	53105018.475234.		522381	09/13/23	RC	RB	1 TRAINEE NEW APPLICATION FEE	7246116		150.00-
25310	079	000	53105018.475234.		522894	09/15/23	RC	RB	NRPAB DEPOSIT 230915	7249608		200.00-
25310	079	000	53105018.475234.		523389	09/19/23	RC	RB	NRPAB DEPOSIT 230919	7252948		350.00-
25310	079	000	53105018.475234.		523594	09/20/23	RC	RB	NRPAB DEPOSIT 230920	7254375		300.00-
25310	079	000	53105018.475234.		524374	09/25/23	RC	RB	NRPAB DEPOSIT 320925	7258459		550.00-
25310	079	000	53105018.475234.		524645	09/26/23	RC	RB	NRPAB DEPOSIT 230926	7259987		400.00-
25310	079	000	53105018.475234.		525298	09/29/23	RC	RB	NRPAB DEPOSIT 230929	7264938		100.00-
Total for Object			475234	APPLICATION FEES								2,400.00-

Fund	Program	Sub-Program	Account Number	Sub-ledger	Doc Number	Tran Date	Tran Type	Batch Type	Payee/Explanation	Batch Number	Posted Code	Month to Date
25310	079	000	53105018.481100.		22022964	09/21/23	JE	G	OIP August 23 2.64959%	7256512		917.60-
Total for Object			481100 INVESTMENT INCOME									917.60-
25310	079	000	53105018.491300.		21898341	09/05/23	JE	G	ONLINE AUCTION AUG 2023	7238653		11.04-
25310	079	000	53105018.491300.		22004227	09/19/23	JE	G	NRPAB SURPLUS FILE CABINETS	7254399		18.35
25310	079	000	53105018.491300.		22004228	09/19/23	JE	G	NRPAB SURPLUS CHAIRS	7254415		3.86
Total for Object			491300 SALE - SURP PROP/FIXED ASSET									11.17
25310	079	000	53105018.511100.		3175752	09/06/23	T2	7	PAYROLL LABOR DISTRIBUTION	7233168		4,488.62
25310	079	000	53105018.511100.		3175896	09/20/23	T2	7	PAYROLL LABOR DISTRIBUTION	7246411		3,085.89
Total for Object			511100 PERMANENT SALARIES-WAGES									7,574.51
25310	079	000	53105018.511300.		3175752	09/06/23	T2	7	PAYROLL LABOR DISTRIBUTION	7233168		34.83
25310	079	000	53105018.511300.		3175896	09/20/23	T2	7	PAYROLL LABOR DISTRIBUTION	7246411		35.96
Total for Object			511300 OVERTIME PAYMENTS									70.79
25310	079	000	53105018.511600.		3175752	09/06/23	T2	7	PAYROLL LABOR DISTRIBUTION	7233168		260.00
Total for Object			511600 PER DIEM PAYMENTS									260.00
25310	079	000	53105018.512100.		3175752	09/06/23	T2	7	PAYROLL LABOR DISTRIBUTION	7233168		73.94
25310	079	000	53105018.512100.		3175896	09/20/23	T2	7	PAYROLL LABOR DISTRIBUTION	7246411		914.48
Total for Object			512100 VACATION LEAVE EXPENSE									988.42
25310	079	000	53105018.512200.		3175896	09/20/23	T2	7	PAYROLL LABOR DISTRIBUTION	7246411		105.93
Total for Object			512200 SICK LEAVE EXPENSE									105.93
25310	079	000	53105018.512300.		3175896	09/20/23	T2	7	PAYROLL LABOR DISTRIBUTION	7246411		456.26
Total for Object			512300 HOLIDAY LEAVE EXPENSE									456.26
25310	079	000	53105018.515100.		3175753	09/06/23	T3	7	ACTUAL BURDEN JOURNAL ENTRIES	7233168		344.28
25310	079	000	53105018.515100.		3175897	09/20/23	T3	7	ACTUAL BURDEN JOURNAL ENTRIES	7246411		344.33
Total for Object			515100 RETIREMENT PLANS EXPENSE									688.61
25310	079	000	53105018.515200.		3175753	09/06/23	T3	7	ACTUAL BURDEN JOURNAL ENTRIES	7233168		341.16
25310	079	000	53105018.515200.		3175897	09/20/23	T3	7	ACTUAL BURDEN JOURNAL ENTRIES	7246411		321.36
Total for Object			515200 FICA EXPENSE									662.52
25310	079	000	53105018.515500.		3175753	09/06/23	T3	7	ACTUAL BURDEN JOURNAL ENTRIES	7233168		926.77
25310	079	000	53105018.515500.		3175897	09/20/23	T3	7	ACTUAL BURDEN JOURNAL ENTRIES	7246411		926.65

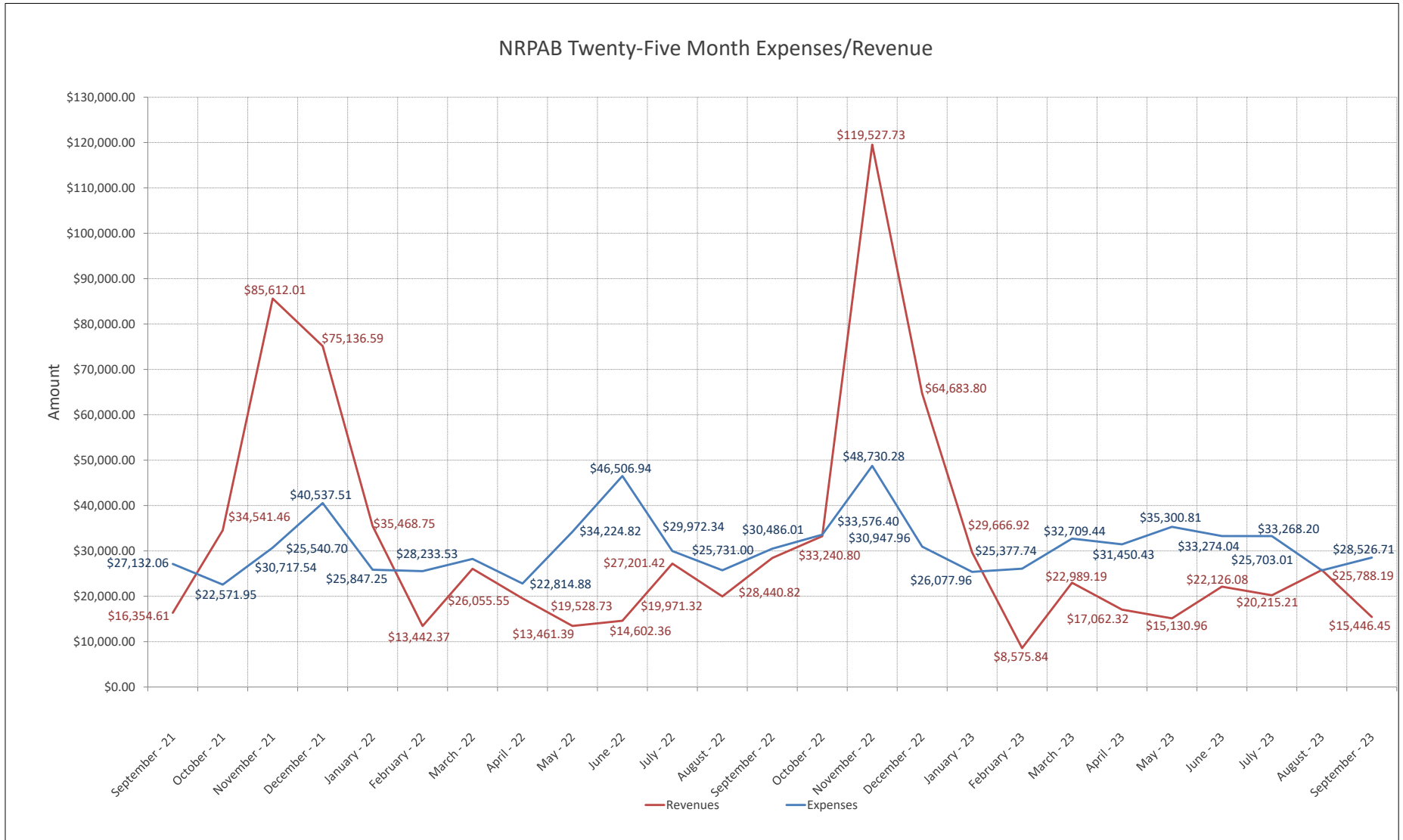
Fund	Program	Sub-Program	Account Number	Sub-ledger	Doc Number	Tran Date	Tran Type	Batch Type	Payee/Explanation	Batch Number	Posted Code	Month to Date
Total for Object			515500	HEALTH INSURANCE EXPENSE								1,853.52
25310	079	000	53105018.521100.		21791138	09/01/23	JE	G	NRPAB POSTAGE JULY 2023	7225943		104.96-
25310	079	000	53105018.521100.		21994200	09/18/23	JE	G	POSTAGE DUE AUG 2023	7252648		140.90
25310	079	000	53105018.521100.		22004244	09/19/23	JE	G	NRPAB POSTAGE AUGUST 2023	7254569		49.32-
Total for Object			521100	POSTAGE EXPENSE								13.38-
25310	079	000	53105018.521400.		53006334	09/01/23	PV	V	AS - OCIO - COMMUNICATIONS	7228937		136.73
25310	079	000	53105018.521400.		53130423	09/13/23	PV	V	AS - OCIO - IMSERVICES	7248092		1,283.39
Total for Object			521400	CIO CHARGES								1,420.12
25310	079	000	53105018.524600.		21839511	09/08/23	JE	G	RENT & LB530 SEPT 2023 - OTHER	7230911		1,034.31
25310	079	000	53105018.524600.		21945357	09/12/23	JE	G	NRPAB RENT SEPTEMBER 2023	7245616		362.01-
25310	079	000	53105018.524600.		53145187	09/18/23	PV	V	SECRETARY OF STATE	7253037		22.52
Total for Object			524600	RENT EXPENSE-BUILDINGS								694.82
25310	079	000	53105018.524900.		21839511	09/08/23	JE	G	RENT & LB530 SEPT 2023 - OTHER	7230911		348.91
25310	079	000	53105018.524900.		21945357	09/12/23	JE	G	NRPAB RENT SEPTEMBER 2023	7245616		122.12-
Total for Object			524900	RENT EXP-DEPR SURCHARGE								226.79
25310	079	000	53105018.532100.		2033700	09/19/23	OV	O	CORRECTIONAL SERVICES, DEPARTM	7254706		290.00
25310	079	000	53105018.532100.		22013349	09/20/23	JE	G	NRPAB CSI TABLE	7255565		101.50-
Total for Object			532100	NON-CAPITALIZED EQUIP PU								188.50
25310	079	000	53105018.554900.		53000580	09/01/23	PV	V	PROTIVA, JASON	7227429		500.00
25310	079	000	53105018.554900.		53000602	09/01/23	PV	V	PROTIVA, JASON	7227452		625.00
25310	079	000	53105018.554900.		53075165	09/01/23	PV	V	NEBRASKA STATE PATROL	7235032		45.25
25310	079	000	53105018.554900.		53123311	09/12/23	PV	V	NEBRASKA STATE PATROL	7245480		271.50
25310	079	000	53105018.554900.		53135969	09/14/23	PV	V	MORRISSEY, ROGER	7249717		625.00
25310	079	000	53105018.554900.		53139436	09/15/23	PV	V	PROTIVA, JASON	7250248		500.00
25310	079	000	53105018.554900.		53139454	09/15/23	PV	V	PROTIVA, JASON	7250300		625.00
Total for Object			554900	OTHER CONTRACTUAL SERVICES								3,191.75
25310	079	000	53105018.571800.		53063595	09/01/23	PV	V	DOWNING, BONNIE M	7233088		40.27
Total for Object			571800	MEALS - TRAVEL STATUS								40.27
25310	079	000	53105018.574500.		53063595	09/01/23	PV	V	DOWNING, BONNIE M	7233088		200.11
25310	079	000	53105018.574500.		53063599	09/01/23	PV	V	HERMSEN, KEVIN P	7233099		40.88
25310	079	000	53105018.574500.		53063605	09/01/23	PV	V	WALKENHORST, WADE	7233106		6.71

Fund	Program	Sub-Program	Account Number	Sub-ledger	Doc Number	Tran Date	Tran Type	Batch Type	Payee/Explanation	Batch Number	Posted Code	Month to Date
Total for Object			574500	PERSONAL VEHICLE MILEAGE								247.80
25310	079	000	53105018.575100.		53063595	09/01/23	PV	V	DOWNING, BONNIE M	7233088		7.31
25310	079	000	53105018.575100.		53063599	09/01/23	PV	V	HERMSEN, KEVIN P	7233099		1.95
25310	079	000	53105018.575100.		53063605	09/01/23	PV	V	WALKENHORST, WADE	7233106		2.44
Total for Object			575100	MISC TRAVEL EXPENSE								11.70
Total for Business Unit			53105018	NE REAL PROPERTY APPRAISER								6,981.00
25320	079	000	53105200.475165.		524866	09/26/23	RC	RB	NRPAB AMC REN EFW DEP 230926	7260917		1,500.00-
25320	079	000	53105200.475165.		525352	09/28/23	RC	RB	NRPAB AMC REN EFW DEP 230928	7264175		1,500.00-
Total for Object			475165	AMC REGISTERED RENEWAL								3,000.00-
25320	079	000	53105200.481100.		22022964	09/21/23	JE	G	OIP August 23 2.64959%	7256512		736.31-
Total for Object			481100	INVESTMENT INCOME								736.31-
25320	079	000	53105200.491300.		22004227	09/19/23	JE	G	NRPAB SURPLUS FILE CABINETS	7254399		18.35-
25320	079	000	53105200.491300.		22004228	09/19/23	JE	G	NRPAB SURPLUS CHAIRS	7254415		3.86-
Total for Object			491300	SALE - SURP PROP/FIXED ASSET								22.21-
25320	079	000	53105200.511100.		3175752	09/06/23	T2	7	PAYROLL LABOR DISTRIBUTION	7233168		2,416.59
25320	079	000	53105200.511100.		3175896	09/20/23	T2	7	PAYROLL LABOR DISTRIBUTION	7246411		1,661.84
Total for Object			511100	PERMANENT SALARIES-WAGES								4,078.43
25320	079	000	53105200.511300.		3175752	09/06/23	T2	7	PAYROLL LABOR DISTRIBUTION	7233168		18.64
25320	079	000	53105200.511300.		3175896	09/20/23	T2	7	PAYROLL LABOR DISTRIBUTION	7246411		19.36
Total for Object			511300	OVERTIME PAYMENTS								38.00
25320	079	000	53105200.511600.		3175752	09/06/23	T2	7	PAYROLL LABOR DISTRIBUTION	7233168		140.00
Total for Object			511600	PER DIEM PAYMENTS								140.00
25320	079	000	53105200.512100.		3175752	09/06/23	T2	7	PAYROLL LABOR DISTRIBUTION	7233168		40.19
25320	079	000	53105200.512100.		3175896	09/20/23	T2	7	PAYROLL LABOR DISTRIBUTION	7246411		492.23
Total for Object			512100	VACATION LEAVE EXPENSE								532.42
25320	079	000	53105200.512200.		3175896	09/20/23	T2	7	PAYROLL LABOR DISTRIBUTION	7246411		57.04
Total for Object			512200	SICK LEAVE EXPENSE								57.04
25320	079	000	53105200.512300.		3175896	09/20/23	T2	7	PAYROLL LABOR DISTRIBUTION	7246411		

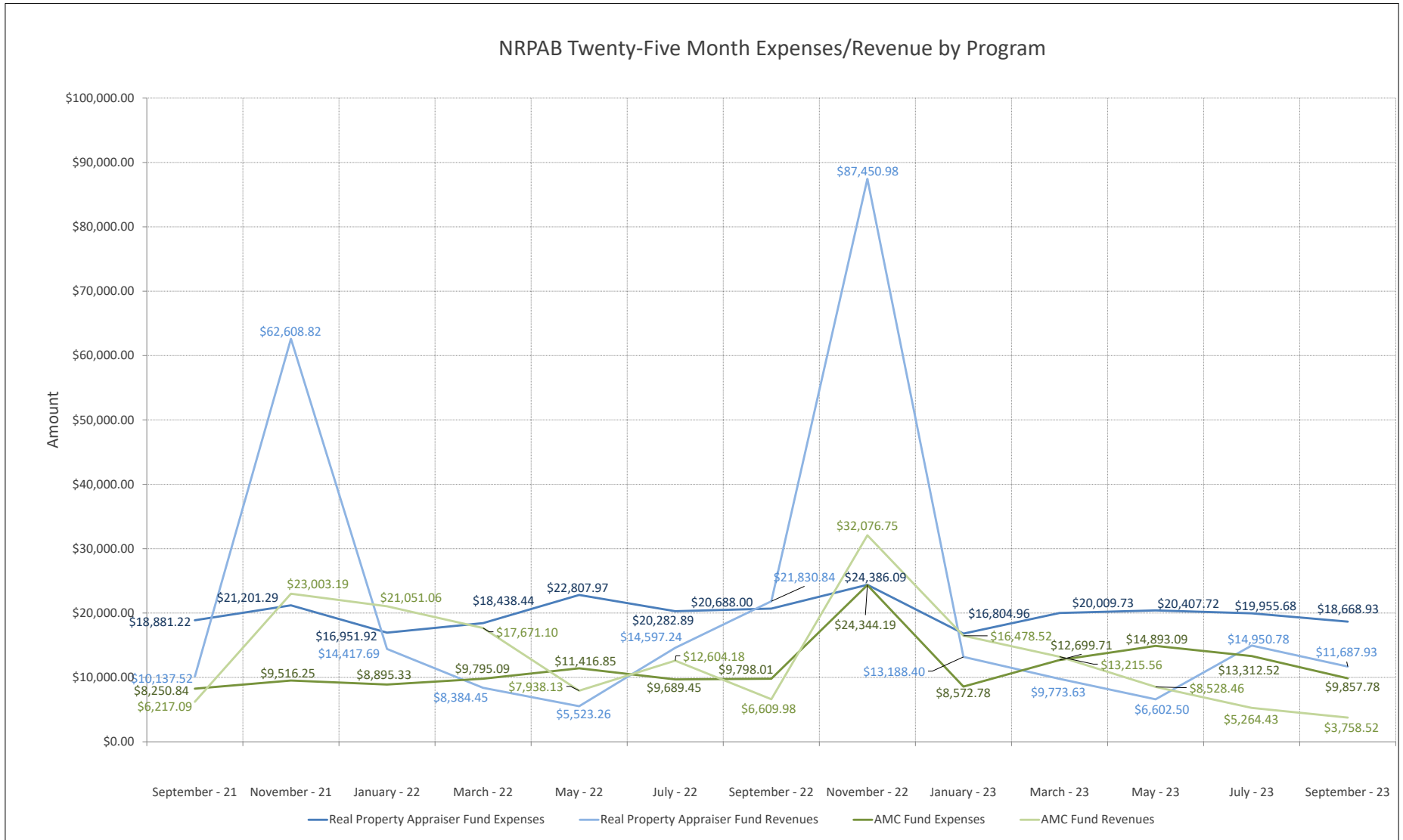
Fund	Program	Sub-Program	Account Number	Sub-ledger	Doc Number	Tran Date	Tran Type	Batch Type	Payee/Explanation	Batch Number	Posted Code	Month to Date
Total for Object			512300	HOLIDAY LEAVE EXPENSE								245.68
25320	079	000	53105200.515100.		3175753	09/06/23	T3	7	ACTUAL BURDEN JOURNAL ENTRIES	7233168		185.34
25320	079	000	53105200.515100.		3175897	09/20/23	T3	7	ACTUAL BURDEN JOURNAL ENTRIES	7246411		185.41
Total for Object			515100	RETIREMENT PLANS EXPENSE								370.75
25320	079	000	53105200.515200.		3175753	09/06/23	T3	7	ACTUAL BURDEN JOURNAL ENTRIES	7233168		183.72
25320	079	000	53105200.515200.		3175897	09/20/23	T3	7	ACTUAL BURDEN JOURNAL ENTRIES	7246411		173.05
Total for Object			515200	FICA EXPENSE								356.77
25320	079	000	53105200.515500.		3175753	09/06/23	T3	7	ACTUAL BURDEN JOURNAL ENTRIES	7233168		499.02
25320	079	000	53105200.515500.		3175897	09/20/23	T3	7	ACTUAL BURDEN JOURNAL ENTRIES	7246411		499.04
Total for Object			515500	HEALTH INSURANCE EXPENSE								998.06
25320	079	000	53105200.521100.		21791138	09/01/23	JE	G	NRPAB POSTAGE JULY 2023	7225943		104.96
25320	079	000	53105200.521100.		22004244	09/19/23	JE	G	NRPAB POSTAGE AUGUST 2023	7254569		49.32
Total for Object			521100	POSTAGE EXPENSE								154.28
25320	079	000	53105200.521400.		53006334	09/01/23	PV	V	AS - OCIO - COMMUNICATIONS	7228937		73.62
25320	079	000	53105200.521400.		53130423	09/13/23	PV	V	AS - OCIO - IMSERVICES	7248092		1,963.05
Total for Object			521400	CIO CHARGES								2,036.67
25320	079	000	53105200.524600.		21945357	09/12/23	JE	G	NRPAB RENT SEPTEMBER 2023	7245616		362.01
25320	079	000	53105200.524600.		53145187	09/18/23	PV	V	SECRETARY OF STATE	7253037		12.13
Total for Object			524600	RENT EXPENSE-BUILDINGS								374.14
25320	079	000	53105200.524900.		21945357	09/12/23	JE	G	NRPAB RENT SEPTEMBER 2023	7245616		122.12
Total for Object			524900	RENT EXP-DEPR SURCHARGE								122.12
25320	079	000	53105200.532100.		22013349	09/20/23	JE	G	NRPAB CSI TABLE	7255565		101.50
Total for Object			532100	NON-CAPITALIZED EQUIP PU								101.50
25320	079	000	53105200.554900.		53123311	09/12/23	PV	V	NEBRASKA STATE PATROL	7245480		90.50
Total for Object			554900	OTHER CONTRACTUAL SERVICES								90.50
25320	079	000	53105200.571800.		53063595	09/01/23	PV	V	DOWNING, BONNIE M	7233088		21.69
Total for Object			571800	MEALS - TRAVEL STATUS								21.69
25320	079	000	53105200.574500.		53063595	09/01/23	PV	V	DOWNING, BONNIE M	7233088		107.95

Fund	Program	Sub-Program	Account Number	Sub-ledger	Doc Number	Tran Date	Tran Type	Batch Type	Payee/Explanation	Batch Number	Posted Code	Month to Date
25320	079	000	53105200.574500.		53063599	09/01/23	PV	V	HERMSEN, KEVIN P	7233099		22.01
25320	079	000	53105200.574500.		53063605	09/01/23	PV	V	WALKENHORST, WADE	7233106		3.67
Total for Object			574500	PERSONAL VEHICLE MILEAGE								133.43
25320	079	000	53105200.575100.		53063595	09/01/23	PV	V	DOWNING, BONNIE M	7233088		3.94
25320	079	000	53105200.575100.		53063599	09/01/23	PV	V	HERMSEN, KEVIN P	7233099		1.05
25320	079	000	53105200.575100.		53063605	09/01/23	PV	V	WALKENHORST, WADE	7233106		1.31
Total for Object			575100	MISC TRAVEL EXPENSE								6.30
Total for Business Unit		53105200	AMC LICENSING									6,099.26
Total for Division		000										13,080.26
Total for Agency		053	REAL PROPERTY APPRAISER BD									13,080.26

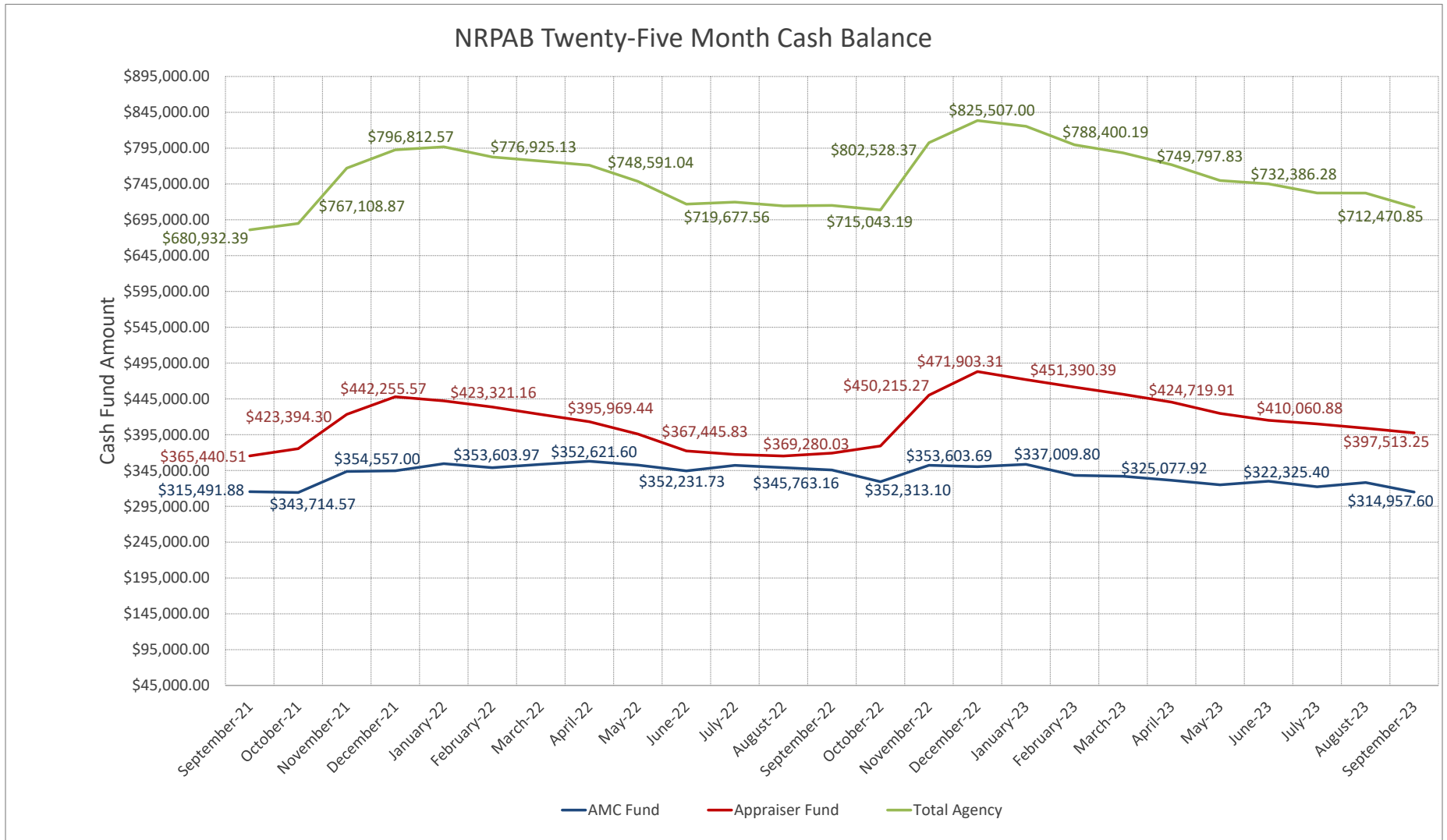
Financial Report and Considerations - Financial Charts



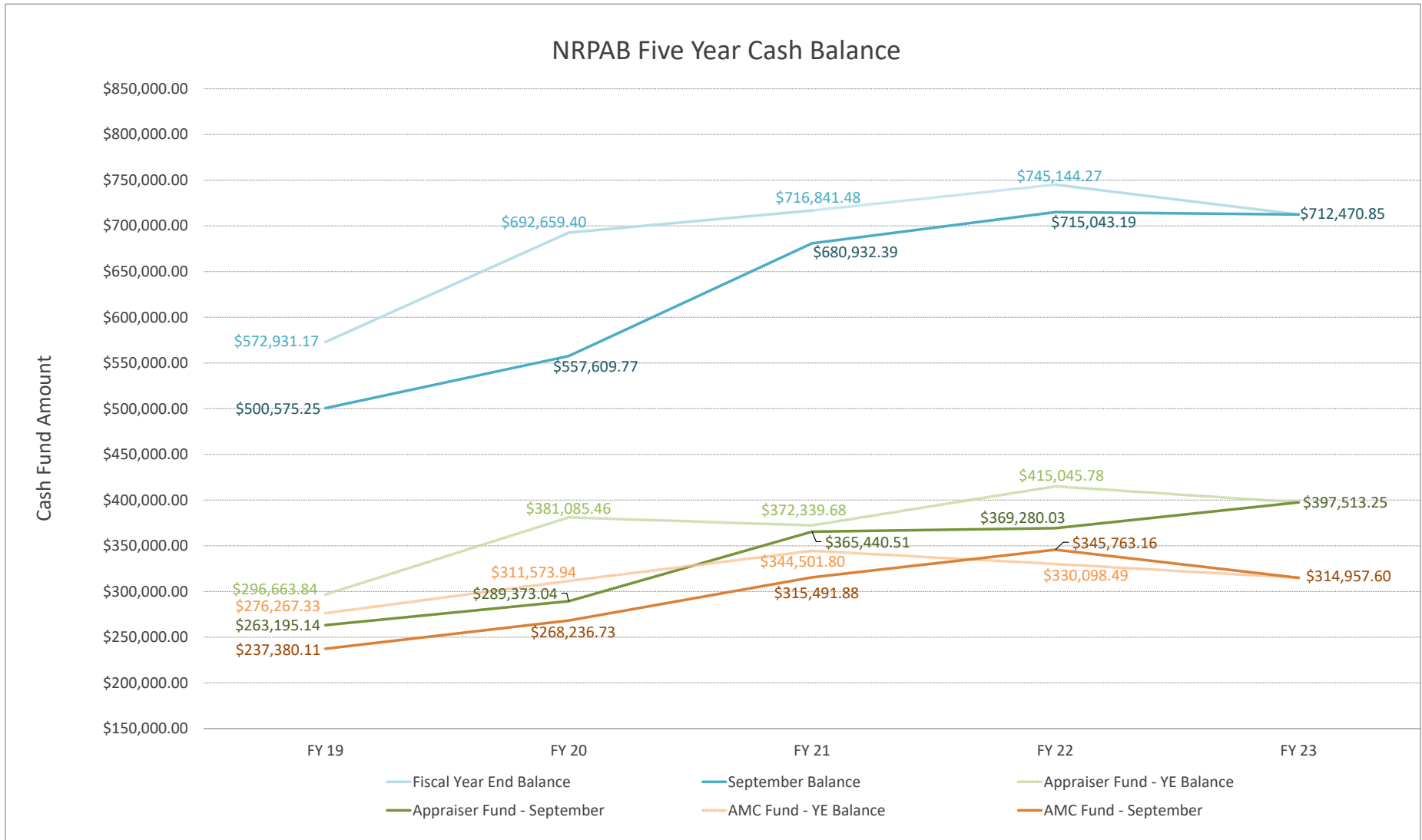
Financial Report and Considerations - Financial Charts



Financial Report and Considerations - Financial Charts



Financial Report and Considerations - Financial Charts





301 Centennial Mall South, 1st Floor
PO Box 94963
Lincoln, NE 68509-4963
<https://appraiser.ne.gov/>
402-471-9015

REAL PROPERTY APPRAISAL PRACTICE EXPERIENCE LOG SAMPLE ENTRIES

These are examples only. Log entries should contain only information specific to the assignment results report that is the subject of that entry.

- **DATE ASSIGNMENT RESULTS REPORT SIGNED:** Day, month, and year must all be visible when the page is printed. Reports must be in chronological order.
- **NAME OF CLIENT AND PROPERTY IDENTIFICATION (Include state and county or city in Legal Description or Address.):** The Board must be able to determine if property is located in Nebraska or not. If log entries list property outside of the state of Nebraska, include evidence that the real property appraisal practice experience being claimed is compliant with the laws of the jurisdiction in which it was obtained. The evidence might include credentialing as a trainee or equivalent in that jurisdiction and evidence of supervisor/trainee relationship in that jurisdiction, or copies of statutes showing that the jurisdiction does not require such credentialing. No more than 50% of hours logged can be for subject properties located outside the State of Nebraska.
- **DESCRIPTION OF REAL PROPERTY APPRAISAL PRACTICE PERFORMED BY APPLICANT:** Be as specific as possible. Attach extra pages if necessary. This description should match up with the summary of the extent of significant real property appraisal assistance in the certification or elsewhere in the report. If the applicant did not either sign the report or receive attribution of significant real property appraisal assistance in the report, do not report those hours on the log. The descriptions should show progressively increasing responsibility in the development and reporting of assignment results, which includes analyzing factors that affect value, defining the problem, gathering and analyzing data, applying the appropriate analysis and methodology, arriving at an opinion, and correctly reporting the opinion.

- DESCRIPTION OF REAL PROPERTY APPRAISAL PRACTICE OR SCOPE OF REVIEW PERFORMED BY SUPERVISORY REAL PROPERTY APPRAISER (SA) OR REAL PROPERTY APPRAISER-IN-CHARGE (RPAC): Be as specific as possible. The Board should be able to determine how much of the report was the work of the applicant and how much was the work of the supervisory real property appraiser or real property appraiser-in-charge.
- PROPERTY: SFR: Single Family Residential; 2-4 Unit Res: 2-4 Unit Residential; C: Commercial; A: Agricultural. 5+ unit residential properties are considered commercial.
- AGE OF SFR: newer than 20 years, or 20 years or older
- APPROACHES: SALES, COST, INCOME: Mark all approaches that were developed and reported in the specific assignment results report.
- USPAP COMPLIANT: Any hours not marked USPAP compliant will be subtracted from the total.
- TRADITIONAL CLIENT: Any client, such as a lender, property owner, seller, buyer, or attorney hiring the appraiser for a business purpose. If the report is for demonstration purposes only, there is no traditional client.
- REPORT TYPE #: 1: Appraisal Report; 2: Restricted Appraisal Report; 3: Mass Appraisal; 4: Appraisal Consulting; 5: Appraisal Review. No more than 25% of the total number of hours may be in report types 2-5. Mass Appraisal experience claimed must be compliant with USPAP Standards 5 & 6. Appraisal Review experience claimed must be compliant with USPAP Standards 3 & 4.
- APPLICANT HOURS: Number of hours the applicant spent working on the report. Round to the nearest half hour.
- SA or RPAC HOURS: Number of hours the supervisory real property appraiser or real property appraiser-in-charge spent working on the report. Round to the nearest half hour.

Include an NRPAB Applicant Real Property Appraisal Practice Experience Log Cover Sheet signed by the applicant and the supervisory real property appraiser (if applicant is a trainee) with the experience log. If a trainee applicant has more than one supervisory real property appraiser, submit a signed cover sheet for each supervisory real property appraiser.

SAMPLE ENTRIES

Effective 08/17/2023

PROPERTY: SFR: Single Family Residential; 2-4 Unit Res: 2-4 Unit Residential; C: Commercial; A: Agricultural

REPORT TYPE #: 1: Appraisal Report; 2: Restricted Appraisal Report; 3: Mass Appraisal; 4: Appraisal Consulting; 5: Appraisal Review

DATE ASSIGNMENT RESULTS REPORT SIGNED	NAME OF CLIENT AND PROPERTY IDENTIFICATION (Include <u>state and county</u> or <u>city</u> in Legal Description or Address.)	DESCRIPTION OF REAL PROPERTY APPRAISAL PRACTICE PERFORMED BY APPLICANT	DESCRIPTION OF REAL PROPERTY APPRAISAL PRACTICE OR SCOPE OF REVIEW PERFORMED BY SUPERVISORY REAL PROPERTY APPRAISER (SA) OR REAL PROPERTY APPRAISER-IN-CHARGE (RPAC)	PROPERTY: SFR, 2-4 UNIT RES, C, A	AGE OF SFR		APPROACHES			USPAP COMPLIANT	TRADITIONAL CLIENT	REPORT TYPE #	APPLICANT HOURS	SA or RPAC HOURS
					NEWER THAN 20 YEARS	20 YEARS OR OLDER	SALES	COST	INCOME					

Residential duplex, demo report – Note: clearly states that it is a demo report, N for Traditional Client, demo reports must be signed by the supervisory real property appraiser or the real property appraiser-in-charge

1/2/2023	Demo report	Inspection; photos; researched comps; developed sales, cost, and income approaches; performed reconciliation; wrote report	Reviewed and signed report	2-4 unit res			X	X	X	Y	N	1	20	5
	700-702 A St													
	Some City, NE													

Single-family residential – Note: progressive examples, early, middle and late experience; trainee contribution increasing, supervisor contribution decreasing

1/5/2023	ABC Bank	Inspection, photos, researched comps, assisted in completing forms	Reviewed Trainee work, developed sales approach, completed report	SFR		X	X			Y	Y	1	6	5
	800 A St													
	Any Town, NE													
5/5/2023	George Homeowner	Inspection, photos, researched comps, developed sales approach, completed forms	Reviewed Trainee work, developed cost approach, completed report	SFR	X		X	X		Y	Y	1	8	3
	900 21 st St													
	Any Town, NE													

Effective 08/17/2023

PROPERTY: SFR: Single Family Residential; 2-4 Unit Res: 2-4 Unit Residential; C: Commercial; A: Agricultural

REPORT TYPE #: 1: Appraisal Report; 2: Restricted Appraisal Report; 3: Mass Appraisal; 4: Appraisal Consulting; 5: Appraisal Review

DATE ASSIGNMENT RESULTS REPORT SIGNED	NAME OF CLIENT AND PROPERTY IDENTIFICATION (Include <u>state and county</u> or <u>city</u> in Legal Description or Address.)	DESCRIPTION OF REAL PROPERTY APPRAISAL PRACTICE PERFORMED BY APPLICANT	DESCRIPTION OF REAL PROPERTY APPRAISAL PRACTICE OR SCOPE OF REVIEW PERFORMED BY SUPERVISORY REAL PROPERTY APPRAISER (SA) OR REAL PROPERTY APPRAISER-IN-CHARGE (RPAC)	PROPERTY: SFR, 2-4 UNIT RES, C, A	AGE OF SFR		APPROACHES			USPAP COMPLIANT	TRADITIONAL CLIENT	REPORT TYPE #	APPLICANT HOURS	SA or RPAC HOURS
					NEWER THAN 20 YEARS	20 YEARS OR OLDER	SALES	COST	INCOME					

Single-family residential – progressive examples

8/5/2023	Big AMC	Inspection, photos, researched comps, developed sales and cost approaches, performed reconciliation, wrote report	Reviewed and signed report	SFR	X		X	X		Y	Y	1	6	1
	1000 B St													
	Any Town, NE													

Restricted report for estate attorney, farmland

8/12/2023	G. Esquire, Attorney	Developed scope of work; inspection; data entry; comp selection; assisted with development of sales and income approaches and support for adjustments	Reviewed trainee research, reconciliation, completed report	A			X	X	Y	Y	2	25	15
	S1/2 & NW1/4 13-16-6												
	Your County, NE												

Commercial Report

8/15/2023	Commercial Bank	Inspection; photos; researched comps; developed sales, cost, and income approaches; performed reconciliation; wrote report	Reviewed and signed report	C			X	X	X	Y	Y	1	40	5
	4507 Downtown Ave													
	Metro, NE													

Effective 08/17/2023

PROPERTY: SFR: Single Family Residential; 2-4 Unit Res: 2-4 Unit Residential; C: Commercial; A: Agricultural

REPORT TYPE #: 1: Appraisal Report; 2: Restricted Appraisal Report; 3: Mass Appraisal; 4: Appraisal Consulting; 5: Appraisal Review

DATE ASSIGNMENT RESULTS REPORT SIGNED	NAME OF CLIENT AND PROPERTY IDENTIFICATION (Include <u>state and county</u> or <u>city</u> in Legal Description or Address.)	DESCRIPTION OF REAL PROPERTY APPRAISAL PRACTICE PERFORMED BY APPLICANT	DESCRIPTION OF REAL PROPERTY APPRAISAL PRACTICE OR SCOPE OF REVIEW PERFORMED BY SUPERVISORY REAL PROPERTY APPRAISER (SA) OR REAL PROPERTY APPRAISER-IN-CHARGE (RPAC)	PROPERTY: SFR, 2-4 UNIT RES, C, A	AGE OF SFR		APPROACHES			USPAP COMPLIANT	TRADITIONAL CLIENT	REPORT TYPE #	APPLICANT HOURS	SA or RPAC HOURS
					NEWER THAN 20 YEARS	20 YEARS OR OLDER	SALES	COST	INCOME					

Mass Appraisal

8/18/2023	George County Assessor	Identified market; analyzed economic conditions; calibrated mass appraisal model; collected, verified, and analyzed data; wrote report	Reviewed and signed report	R			X			Y	Y	3	40	5
	Mass appraisal, see attached list													
	George County, NE													

Effective 08/17/2023

PROPERTY: SFR: Single Family Residential; 2-4 Unit Res: 2-4 Unit Residential; C: Commercial; A: Agricultural
REPORT TYPE #: 1: Appraisal Report; 2: Restricted Appraisal Report; 3: Mass Appraisal; 4: Appraisal Consulting; 5: Appraisal Review

DATE ASSIGNMENT RESULTS REPORT SIGNED	NAME OF CLIENT AND PROPERTY IDENTIFICATION (Include <u>state and county</u> or <u>city</u> in Legal Description or Address.)	DESCRIPTION OF REAL PROPERTY APPRAISAL PRACTICE PERFORMED BY APPLICANT	DESCRIPTION OF REAL PROPERTY APPRAISAL PRACTICE OR SCOPE OF REVIEW PERFORMED BY SUPERVISORY REAL PROPERTY APPRAISER (SA) OR REAL PROPERTY APPRAISER-IN-CHARGE (RPAC)	PROPERTY: SFR, 2-4 UNIT RES, C, A	AGE OF SFR		APPROACHES			USPAP COMPLIANT	TRADITIONAL CLIENT	REPORT TYPE #	APPLICANT HOURS	SA or RPAC HOURS
					NEWER THAN 20 YEARS	20 YEARS OR OLDER	SALES	COST	INCOME					

Appraisal consulting, rent analysis

8/23/2023	Commercial Bank	Data research for rent analysis, completed initial draft of report	Reviewed trainee research and analysis, suggested additional support for conclusions, signed report	C					X	Y	Y	4	40	10
	Area 1 st St to 25 th St and A St to G St													
	Metro, NE													

Review report of a subject appraisal report

8/25/2023	AMC Appraisal Management Company	Reviewed subject report, verified data presented, analyzed adjustments, wrote review report	Reviewed trainee work, suggested changes, signed report	C			X	X	X	Y	Y	5	6	1
	4507 Downtown Ave													
	Metro, NE													



Memo

To: Nebraska Real Property Appraiser Board

From: Director Kohtz

CC:

Date: October 26, 2023

Re: New Nebraska Testing Locations Added by PSI for the
National Uniform Licensing and Certification Examination

LPM Nespor received an inquiry from a real property appraiser applicant about available PSI Testing Service locations. As a result, the available testing locations of other State Agencies that utilize PSI for testing services were reviewed. It was discovered that the Nebraska Department of Insurance has additional testing locations throughout the state. LPM Nespor was requested to contact PSI to inquire about adding additional PSI locations for the National Uniform Licensing and Certification Examination. The following testing locations have been added by PSI as highlighted.

Grand Island	3333 Ramada Road	Grand Island, NE 68801
Lincoln	Located in the H&R Block Tax Office. 2637 "O" St.	Lincoln, NE 68510
Norfolk	1302 Cyhawk Loop	Norfolk, NE 68701
North Platte	519 S. Dewey.	North Platte, NE 69101
North Platte	Mid-Plains Community College. 1101 Halligan Drive, Rm 205.	North Platte, NE 69101
Omaha	Located in the H&R Block office. 4843 L St.	Omaha, NE 68117

Omaha	12916 Millard Airport Plaza.	Omaha, NE 68137
Omaha	6001 Dodge Street. Kayser Hall – Room 522.	Omaha, NE 68182
Scottsbluff	Harms Advanced Technology Building. 2620 College Park.	Scottsbluff, NE 69361
Sidney	371 College Drive.	Sidney, NE 69162

LEGISLATURE OF NEBRASKA
ONE HUNDRED EIGHTH LEGISLATURE
SECOND SESSION

LEGISLATIVE BILL

Introduced by

Read first time

Committee:

1 A BILL FOR AN ACT relating to the Real Property Appraiser Act; to amend
2 sections 76-2241 and 76-2249, Reissue Revised Statutes of Nebraska,
3 and sections 76-2201, 76-2203, 76-2218.02, 76-2219.02, 76-2221,
4 76-2228.01, 76-2228.02, 76-2230, 76-2231.01, 76-2232, 76-2233,
5 76-2233.01, 76-2233.02, and 76-2236, Revised Statutes Cumulative
6 Supplement, 2022; to define and redefine terms; to change provisions
7 relating to exemptions, qualifications, credentials, scope of real
8 property appraisal practice, terminology, continuing education,
9 fees, and the directory of appraisers; to eliminate a random
10 fingerprint audit program; to harmonize provisions; and to repeal
11 the original sections.
12 Be it enacted by the people of the State of Nebraska,

1 Section 1. Section 76-2201, Revised Statutes Cumulative Supplement,
2 2022, is amended to read:

3 76-2201 Sections 76-2201 to 76-2250 and section 2 of this act shall
4 be known and may be cited as the Real Property Appraiser Act.

5 Sec. 2. Section 76-2203, Revised Statutes Cumulative Supplement,
6 2022, is amended to read:

7 76-2203 For purposes of the Real Property Appraiser Act, the
8 definitions found in sections 76-2203.01 to 76-2219.02 and section 3 of
9 this act shall be used.

10 Sec. 3. Personal inspection means a real property appraiser's in-
11 person observation of identified real estate or real property without the
12 use of special testing or special equipment performed as part of an
13 evaluation assignment, valuation assignment, or appraisal review
14 assignment.

15 Sec. 4. Section 76-2218.02, Revised Statutes Cumulative Supplement,
16 2022, is amended to read:

17 76-2218.02 Uniform Standards of Professional Appraisal Practice
18 means the standards adopted and promulgated by The Appraisal Foundation
19 as the standards existed on January 1, 2024 ~~2021~~.

20 Sec. 5. Section 76-2219.02, Revised Statutes Cumulative Supplement,
21 2022, is amended to read:

22 76-2219.02 Workfile means ~~data, information, and~~ documentation
23 necessary to support a real property appraiser's analysis, opinions, and
24 conclusions, ~~and to show compliance with the Uniform Standards of~~
25 ~~Professional Appraisal Practice.~~

26 Sec. 6. Section 76-2221, Revised Statutes Cumulative Supplement,
27 2022, is amended to read:

28 76-2221 The Real Property Appraiser Act shall not apply to:

29 (1) Any person who is a salaried employee of (a) the federal
30 government, (b) any agency of the state government or a political
31 subdivision which appraises real estate, (c) any insurance company

1 authorized to do business in this state, or (d) any bank, savings bank,
2 savings and loan association, building and loan association, credit
3 union, or small loan company licensed by this state or supervised or
4 regulated by or through federal enactments covering financial
5 institutions who renders an estimate or opinion of value of real estate
6 or any interest in real estate when such estimate or opinion is rendered
7 in connection with the salaried employee's employment for an entity
8 listed in subdivisions (a) through (d) of this subdivision, except that
9 any salaried employee of the entities listed in subdivisions (a) through
10 (d) of this subdivision who signs a report as a credentialed real
11 property appraiser shall be subject to the act and the Uniform Standards
12 of Professional Appraisal Practice. Any salaried employee of the entities
13 listed in subdivisions (a) through (d) of this subdivision who is a
14 credentialed real property appraiser and who does not sign a report as a
15 credentialed real property appraiser shall include the following
16 disclosure prominently with such report: This opinion of value may not
17 meet the minimum standards contained in the Uniform Standards of
18 Professional Appraisal Practice and is not governed by the Real Property
19 Appraiser Act;

20 (2) A person referred to in subsection (1) of section 81-885.16;

21 (3) Any person who provides assistance (a) in obtaining the data
22 upon which assignment results are based, (b) in the physical preparation
23 of a report, such as taking photographs, preparing charts, maps, or
24 graphs, or typing or printing the report, or (c) that does not directly
25 involve the exercise of judgment in arriving at the assignment results
26 set forth in the report;

27 (4) Any owner of real estate, employee of the owner, or attorney
28 licensed to practice law in this state representing the owner who renders
29 an estimate or opinion of value of the real estate or any interest in the
30 real estate when such estimate or opinion is for the purpose of real
31 estate taxation, or any other person who renders such an estimate or

1 opinion of value when that estimate or opinion requires a specialized
2 knowledge that a real property appraiser would not have;

3 (5) Any owner of real estate, employee of the owner, or attorney
4 licensed to practice law in this state representing the owner who renders
5 an estimate or opinion of value of real estate or any interest in real
6 estate or damages thereto when such estimate or opinion is offered as
7 testimony in any condemnation proceeding, or any other person who renders
8 such an estimate or opinion when that estimate or opinion requires a
9 specialized knowledge that a real property appraiser would not have;

10 (6) Any owner of real estate, employee of the owner, or attorney
11 licensed to practice law in this state representing the owner who renders
12 an estimate or opinion of value of the real estate or any interest in the
13 real estate when such estimate or opinion is offered in connection with a
14 legal matter involving real property;

15 (7) Any person appointed by a county board of equalization to act as
16 a referee pursuant to section 77-1502.01, except that any person who also
17 practices as an independent real property appraiser for others shall be
18 subject to the Real Property Appraiser Act and shall be credentialed
19 prior to engaging in such other real property appraisal practice. Any
20 real property appraiser appointed to act as a referee pursuant to section
21 77-1502.01 and who prepares a report for the county board of equalization
22 shall not sign such report as a credentialed real property appraiser and
23 shall include the following disclosure prominently with such report: This
24 opinion of value may not meet the minimum standards contained in the
25 Uniform Standards of Professional Appraisal Practice and is not governed
26 by the Real Property Appraiser Act;

27 (8) Any person who is appointed to serve as an appraiser pursuant to
28 section 76-706, except that if such person is a credential holder, he or
29 she shall (a) be subject to the scope of real property appraisal practice
30 applicable to his or her classification of credential and (b) comply with
31 the Uniform Standards of Professional Appraisal Practice, excluding

1 standards 1 through 10; or

2 (9) Any person, including an independent contractor, retained by a
3 county to assist in the appraisal of real property as performed by the
4 county assessor of such county subject to the standards established by
5 the Tax Commissioner pursuant to section 77-1301.01. A person so retained
6 shall be under the direction and responsibility of the county assessor.

7 Sec. 7. Section 76-2228.01, Revised Statutes Cumulative Supplement,
8 2022, is amended to read:

9 76-2228.01 (1) To qualify for a credential as a trainee real
10 property appraiser, an applicant shall:

11 (a) Be at least nineteen years of age;

12 ~~(b) Hold a high school diploma or a certificate of high school~~
13 ~~equivalency or have education acceptable to the Real Property Appraiser~~
14 ~~Board;~~

15 (b)(i)(A) If submitting an application on or before December 31,
16 2025, have ~~(c)(i) Have~~ successfully completed and passed examination for
17 no fewer than seventy-five class hours in Real Property Appraiser Board-
18 approved qualifying education courses conducted by education providers as
19 prescribed by rules and regulations of the Real Property Appraiser Board
20 ~~and completed the fifteen-hour National Uniform Standards of Professional~~
21 ~~Appraisal Practice Course~~. Each course shall include a proctored, closed-
22 book examination pertinent to the material presented. Except for the
23 fifteen-hour National Uniform Standards of Professional Appraisal
24 Practice Course, which shall be completed within the two-year period
25 immediately preceding submission of the application, all class hours
26 shall be completed within the five-year period immediately preceding
27 submission of the application; or

28 (B) If submitting an application after December 31, 2025, have
29 successfully completed and passed examination for no fewer than eighty-
30 three class hours in Real Property Appraiser Board-approved qualifying
31 education courses conducted by education providers as prescribed by rules

1 and regulations of the Real Property Appraiser Board. Each course shall
2 include a proctored, closed-book examination pertinent to the material
3 presented. Except for the fifteen-hour National Uniform Standards of
4 Professional Appraisal Practice Course, which shall be completed within
5 the two-year period immediately preceding submission of the application,
6 all class hours shall be completed within the five-year period
7 immediately preceding submission of the application; or

8 (ii) Hold a degree in real estate from an accredited degree-awarding
9 college or university that has had all or part of its curriculum approved
10 by the Appraiser Qualifications Board as required core curriculum or the
11 equivalent as determined by the Appraiser Qualifications Board. The
12 degree shall be conferred within the five-year period immediately
13 preceding submission of the application. If the degree in real estate or
14 equivalent as approved by the Appraiser Qualifications Board does not
15 satisfy all required qualifying education for credentialing, the
16 remaining class hours shall be completed in Real Property Appraiser
17 Board-approved qualifying education pursuant to subdivision (b)(i) ~~(e)(i)~~
18 of this subsection;

19 ~~(c) (d)~~ As prescribed by rules and regulations of the Real Property
20 Appraiser Board, successfully complete a Real Property Appraiser Board-
21 approved supervisory real property appraiser and trainee course within
22 one year immediately preceding the date of application; and

23 ~~(d) (e)~~ Submit two copies of legible ink-rolled fingerprint cards or
24 equivalent electronic fingerprint submissions to the Real Property
25 Appraiser Board for delivery to the Nebraska State Patrol in a form
26 approved by both the Nebraska State Patrol and the Federal Bureau of
27 Investigation. A fingerprint-based national criminal history record check
28 shall be conducted through the Nebraska State Patrol and the Federal
29 Bureau of Investigation with such record check to be carried out by the
30 Real Property Appraiser Board.

31 (2) Prior to engaging in real property appraisal practice, a trainee

1 real property appraiser shall submit a written request for supervisory
2 real property appraiser approval on a form approved by the board. The
3 request for supervisory real property appraiser approval may be made at
4 the time of application or any time after approval as a trainee real
5 property appraiser.

6 (3) To qualify for an upgraded credential, a trainee real property
7 appraiser shall satisfy the appropriate requirements as follows:

8 (a) Submit two copies of legible ink-rolled fingerprint cards or
9 equivalent electronic fingerprint submissions to the Real Property
10 Appraiser Board for delivery to the Nebraska State Patrol in a form
11 approved by both the Nebraska State Patrol and the Federal Bureau of
12 Investigation. A fingerprint-based national criminal history record check
13 shall be conducted through the Nebraska State Patrol and the Federal
14 Bureau of Investigation with such record check to be carried out by the
15 Real Property Appraiser Board; and

16 (b) Within the twenty-four ~~twelve~~ months following approval of the
17 applicant's education and experience by the Real Property Appraiser Board
18 for an upgraded credential, pass an appropriate examination approved by
19 the Appraiser Qualifications Board for that upgraded credential,
20 prescribed by rules and regulations of the Real Property Appraiser Board,
21 and administered by a contracted testing service. Successful completion
22 of examination shall be valid for twenty-four months.

23 (4) To qualify for a credential as a licensed residential real
24 property appraiser, a trainee real property appraiser shall:

25 (a) Successfully complete and pass proctored, closed-book
26 examinations for no fewer than seventy-five additional class hours in
27 board-approved qualifying education courses conducted by education
28 providers as prescribed by rules and regulations of the board, or hold a
29 degree in real estate from an accredited degree-awarding college or
30 university or equivalent pursuant to subdivision (1)(b)(ii) ~~(1)(c)(ii)~~ of
31 section 76-2230; and

1 (b) Meet the experience requirements pursuant to subdivision (1)(c)
2 ~~(1)(d)~~ of section 76-2230.

3 (5) To qualify for a credential as a certified residential real
4 property appraiser, a trainee real property appraiser shall:

5 (a) Meet the postsecondary educational requirements pursuant to
6 subdivisions (1)(b) and (c) of section 76-2231.01;

7 (b)(i) If submitting an application on or before December 31, 2025,
8 successfully ~~(b) Successfully~~ complete and pass proctored, closed-book
9 examinations for no fewer than one hundred twenty-five additional class
10 hours in board-approved qualifying education courses conducted by
11 education providers as prescribed by rules and regulations of the board,
12 or hold a degree in real estate from an accredited degree-awarding
13 college or university or equivalent pursuant to subdivision (1)(d)(ii) of
14 section 76-2231.01; or and

15 (ii) If submitting an application after December 31, 2025,
16 successfully complete and pass proctored, closed-book examinations for no
17 fewer than one hundred seventeen additional class hours in board-approved
18 qualifying education courses conducted by education providers as
19 prescribed by rules and regulations of the board, or hold a degree in
20 real estate from an accredited degree-awarding college or university or
21 equivalent pursuant to subdivision (1)(d)(ii) of section 76-2231.01; and

22 (c) Meet the experience requirements pursuant to subdivision (1)(e)
23 of section 76-2231.01.

24 (6) To qualify for a credential as a certified general real property
25 appraiser, a trainee real property appraiser shall:

26 (a) Meet the postsecondary educational requirements pursuant to
27 subdivisions (1)(b) and (c) of section 76-2232;

28 (b)(i) If submitting an application on or before December 31, 2025,
29 successfully ~~(b) Successfully~~ complete and pass proctored, closed-book
30 examinations for no fewer than two hundred twenty-five additional class
31 hours in board-approved qualifying education courses conducted by

1 education providers as prescribed by rules and regulations of the board,
2 or hold a degree in real estate from an accredited degree-awarding
3 college or university or equivalent pursuant to subdivision (1)(d)(ii) of
4 section 76-2232; ~~or and~~

5 (ii) If submitting an application after December 31, 2025,
6 successfully complete and pass proctored, closed-book examinations for no
7 fewer than two hundred seventeen additional class hours in board-approved
8 qualifying education courses conducted by education providers as
9 prescribed by rules and regulations of the board, or hold a degree in
10 real estate from an accredited degree-awarding college or university or
11 equivalent pursuant to subdivision (1)(d)(ii) of section 76-2232; and

12 (c) Meet the experience requirements pursuant to subdivision (1)(e)
13 of section 76-2232.

14 (7) The scope of real property appraisal practice for the trainee
15 real property appraiser shall be limited to real property appraisal
16 practice assignments that the supervisory certified real property
17 appraiser is permitted to engage in by his or her current credential and
18 that the supervisory real property appraiser is competent to engage in.

19 Sec. 8. Section 76-2228.02, Revised Statutes Cumulative Supplement,
20 2022, is amended to read:

21 76-2228.02 (1) Each trainee real property appraiser's experience
22 shall be subject to direct supervision by a supervisory real property
23 appraiser. To qualify as a supervisory real property appraiser, a real
24 property appraiser shall:

25 (a) Be a certified residential real property appraiser or certified
26 general real property appraiser in good standing;

27 (b) Have held a certified real property appraiser credential in this
28 state, or the equivalent in any other jurisdiction, for a minimum of
29 three years immediately preceding the date of the written request for
30 approval as supervisory real property appraiser;

31 (c) Have not successfully completed disciplinary action by the board

1 or any other jurisdiction, which action limited the real property
2 appraiser's legal eligibility to engage in real property appraisal
3 practice within three years immediately preceding the date the written
4 request for approval as supervisory real property appraiser is submitted
5 by the applicant or trainee real property appraiser on a form approved by
6 the board;

7 (d) As prescribed by rules and regulations of the board, have
8 successfully completed a board-approved supervisory real property
9 appraiser and trainee course preceding the date the written request for
10 approval as supervisory real property appraiser is submitted by the
11 applicant or trainee real property appraiser on a form approved by the
12 board; and

13 (e) Certify that he or she understands his or her responsibilities
14 and obligations under the Real Property Appraiser Act as a supervisory
15 real property appraiser and applies his or her signature to the written
16 request for approval as supervisory real property appraiser submitted by
17 the applicant or trainee real property appraiser.

18 (2) The supervisory real property appraiser shall be responsible for
19 the training and direct supervision of the trainee real property
20 appraiser's experience by:

21 (a) Accepting responsibility for the report by applying his or her
22 signature and certifying that the report is in compliance with the
23 Uniform Standards of Professional Appraisal Practice;

24 (b) Reviewing the trainee real property appraiser reports; and

25 (c) Conducting a personal inspection ~~Personally inspecting each~~
26 ~~appraised property~~ with the trainee real property appraiser as is
27 consistent with his or her scope of real property appraisal practice
28 until the supervisory real property appraiser determines that the trainee
29 real property appraiser is competent in accordance with the competency
30 rule of the Uniform Standards of Professional Appraisal Practice.

31 (3) A certified real property appraiser disciplined by the board or

1 any other appraiser regulatory agency in another jurisdiction, which
2 discipline may or may not have limited the real property appraiser's
3 legal eligibility to engage in real property appraisal practice, shall
4 not be eligible as a supervisory real property appraiser as of the date
5 disciplinary action was imposed against the appraiser by the board or any
6 other appraiser regulatory agency. The certified real property appraiser
7 shall be considered to be in good standing and eligible as a supervisory
8 real property appraiser upon the successful completion of disciplinary
9 action that does not limit the real property appraiser's legal
10 eligibility to engage in real property appraisal practice, or three years
11 after the successful completion of disciplinary action that limits the
12 real property appraiser's legal eligibility to engage in real property
13 appraisal practice. Any action taken by the board or any other appraiser
14 regulatory agency in another jurisdiction, which may or may not limit the
15 real property appraiser's legal eligibility to engage in real property
16 appraisal practice, involving any jurisdiction's isolated administrative
17 responsibilities including, but not limited to, late payment of fees
18 related to credentialing, failure to timely renew a credential, or
19 failure to provide notification of a change in contact information, is
20 not disciplinary action for the purpose of this subsection.

21 (4) The trainee real property appraiser may have more than one
22 supervisory real property appraiser, but a supervisory real property
23 appraiser may not supervise more than three trainee real property
24 appraisers at one time.

25 (5) As prescribed by rules and regulations of the board, an
26 appraisal experience log shall be maintained jointly by the supervisory
27 real property appraiser and the trainee real property appraiser.

28 Sec. 9. Section 76-2230, Revised Statutes Cumulative Supplement,
29 2022, is amended to read:

30 76-2230 (1) To qualify for a credential as a licensed residential
31 real property appraiser, an applicant shall:

1 (a) Be at least nineteen years of age;

2 ~~(b) Hold a high school diploma or a certificate of high school~~
3 ~~equivalency or have education acceptable to the Real Property Appraiser~~
4 ~~Board;~~

5 (b)(i)(A) If submitting an application on or before December 31,
6 2025, have ~~(c)(i) Have~~ successfully completed and passed examination for
7 no fewer than one hundred fifty class hours in Real Property Appraiser
8 Board-approved qualifying education courses conducted by education
9 providers as prescribed by rules and regulations of the Real Property
10 Appraiser Board ~~and completed the fifteen-hour National Uniform Standards~~
11 ~~of Professional Appraisal Practice Course.~~ Each course shall include a
12 proctored, closed-book examination pertinent to the material presented;
13 or

14 (B) If submitting an application after December 31, 2025, have
15 successfully completed and passed examination for no fewer than one
16 hundred fifty-eight class hours in Real Property Appraiser Board-approved
17 qualifying education courses conducted by education providers as
18 prescribed by rules and regulations of the Real Property Appraiser Board.
19 Each course shall include a proctored, closed-book examination pertinent
20 to the material presented; or

21 (ii) Hold a degree in real estate from an accredited degree-awarding
22 college or university that has had all or part of its curriculum approved
23 by the Appraiser Qualifications Board as required core curriculum or the
24 equivalent as determined by the Appraiser Qualifications Board. If the
25 degree in real estate or equivalent as approved by the Appraiser
26 Qualifications Board does not satisfy all required qualifying education
27 for credentialing, the remaining class hours shall be completed in Real
28 Property Appraiser Board-approved qualifying education pursuant to
29 subdivision (c)(i) of this subsection;

30 (c)(i) ~~(d)(i)~~ Have no fewer than one thousand hours of experience as
31 prescribed by rules and regulations of the Real Property Appraiser Board.

1 The required experience shall be acceptable to the Real Property
2 Appraiser Board and subject to review and determination as to conformity
3 with the Uniform Standards of Professional Appraisal Practice. The
4 experience shall have occurred during a period of no fewer than six
5 months; or

6 (ii) Successfully complete a PAREA program. If the PAREA program
7 does not satisfy all required experience for credentialing, the remaining
8 experience hours shall be completed pursuant to subdivision ~~(c)(i)~~ ~~(d)(i)~~
9 of this subsection;

10 ~~(d)~~ ~~(e)~~ Submit two copies of legible ink-rolled fingerprint cards or
11 equivalent electronic fingerprint submissions to the Real Property
12 Appraiser Board for delivery to the Nebraska State Patrol in a form
13 approved by both the Nebraska State Patrol and the Federal Bureau of
14 Investigation. A fingerprint-based national criminal history record check
15 shall be conducted through the Nebraska State Patrol and the Federal
16 Bureau of Investigation with such record check to be carried out by the
17 Real Property Appraiser Board; and

18 ~~(e)~~ ~~(f)~~ Within the twenty-four ~~twelve~~ months following approval of
19 the applicant's education and experience by the Real Property Appraiser
20 Board, pass a licensed residential real property appraiser examination,
21 certified residential real property appraiser examination, or certified
22 general real property appraiser examination, approved by the Appraiser
23 Qualifications Board, prescribed by rules and regulations of the Real
24 Property Appraiser Board, and administered by a contracted testing
25 service. Successful completion of examination shall be valid for twenty-
26 four months.

27 (2) To qualify for an upgraded credential, a licensed residential
28 real property appraiser shall satisfy the appropriate requirements as
29 follows:

30 (a) Submit two copies of legible ink-rolled fingerprint cards or
31 equivalent electronic fingerprint submissions to the Real Property

1 Appraiser Board for delivery to the Nebraska State Patrol in a form
2 approved by both the Nebraska State Patrol and the Federal Bureau of
3 Investigation. A fingerprint-based national criminal history record check
4 shall be conducted through the Nebraska State Patrol and the Federal
5 Bureau of Investigation with such record check to be carried out by the
6 Real Property Appraiser Board; and

7 (b) Within the twenty-four ~~twelve~~ months following approval of the
8 applicant's education and experience by the Real Property Appraiser Board
9 for an upgraded credential, pass an appropriate examination approved by
10 the Appraiser Qualifications Board for that upgraded credential,
11 prescribed by rules and regulations of the Real Property Appraiser Board,
12 and administered by a contracted testing service. Successful completion
13 of examination shall be valid for twenty-four months.

14 (3) To qualify for a credential as a certified residential real
15 property appraiser, a licensed residential real property appraiser shall:

16 (a)(i) Meet the postsecondary educational requirements pursuant to
17 subdivisions (1)(b) and (c) of section 76-2231.01; or

18 (ii)(A) Have held a credential as a licensed residential real
19 property appraiser for a minimum of five years; and

20 (B) Not have been subject to a nonappealable disciplinary action by
21 the board or any other jurisdiction, which action limited the real
22 property appraiser's legal eligibility to engage in real property
23 appraisal practice within five years immediately preceding the date of
24 application for the certified residential real property appraiser
25 credential;

26 (b)(i) If submitting an application on or before December 31, 2025,
27 successfully ~~(b) Successfully~~ complete and pass proctored, closed-book
28 examinations for no fewer than fifty additional class hours in board-
29 approved qualifying education courses conducted by education providers as
30 prescribed by rules and regulations of the board, or hold a degree in
31 real estate from an accredited degree-awarding college or university or

1 equivalent pursuant to subdivision (1)(d)(ii) of section 76-2231.01; or
2 ~~and~~

3 (ii) If submitting an application after December 31, 2025,
4 successfully complete and pass proctored, closed-book examinations for no
5 fewer than forty-two additional class hours in board-approved qualifying
6 education courses conducted by education providers as prescribed by rules
7 and regulations of the board, or hold a degree in real estate from an
8 accredited degree-awarding college or university or equivalent pursuant
9 to subdivision (1)(d)(ii) of section 76-2231.01; and

10 (c) Meet the experience requirements pursuant to subdivision (1)(e)
11 of section 76-2231.01.

12 (4) To qualify for a credential as a certified general real property
13 appraiser, a licensed residential real property appraiser shall:

14 (a) Meet the postsecondary educational requirements pursuant to
15 subdivisions (1)(b) and (c) of section 76-2232;

16 (b)(i) If submitting an application on or before December 31, 2025,
17 successfully ~~(b) Successfully~~ complete and pass proctored, closed-book
18 examinations for no fewer than one hundred fifty additional class hours
19 in board-approved qualifying education courses conducted by education
20 providers as prescribed by rules and regulations of the board, or hold a
21 degree in real estate from an accredited degree-awarding college or
22 university or equivalent pursuant to subdivision (1)(d)(ii) of section
23 76-2232; or ~~and~~

24 (ii) If submitting an application after December 31, 2025,
25 successfully complete and pass proctored, closed-book examinations for no
26 fewer than one hundred forty-two additional class hours in board-approved
27 qualifying education courses conducted by education providers as
28 prescribed by rules and regulations of the board, or hold a degree in
29 real estate from an accredited degree-awarding college or university or
30 equivalent pursuant to subdivision (1)(d)(ii) of section 76-2232; and

31 (c) Meet the experience requirements pursuant to subdivision (1)(e)

1 of section 76-2232.

2 (5) An appraiser holding a valid licensed residential real property
3 appraiser credential shall satisfy the requirements for the trainee real
4 property appraiser credential for a downgraded credential.

5 (6) The scope of real property appraisal practice for a licensed
6 residential real property appraiser shall be limited to ~~real property~~
7 ~~appraisal practice concerning~~ noncomplex residential real property or
8 real estate having no more than four units, if any, with a transaction
9 value, or market value if no transaction takes place, of less than one
10 million dollars and complex residential real property or real estate
11 having no more than four units, if any, with a transaction value, or
12 market value if no transaction takes place, of less than four hundred
13 thousand dollars. Subdivisions ~~The appraisal of subdivisions~~ for which a
14 development analysis or appraisal is necessary are ~~is~~ not included in the
15 scope of real property appraisal practice for a licensed residential real
16 property appraiser.

17 Sec. 10. Section 76-2231.01, Revised Statutes Cumulative Supplement,
18 2022, is amended to read:

19 76-2231.01 (1) To qualify for a credential as a certified
20 residential real property appraiser, an applicant shall:

21 (a) Be at least nineteen years of age;

22 (b)(i) Hold a bachelor's degree, or higher, from an accredited
23 degree-awarding college or university;

24 (ii) Hold an associate's degree from an accredited degree-awarding
25 community college, college, or university in the study of business
26 administration, accounting, finance, economics, or real estate;

27 (iii) Successfully complete thirty semester hours of college-level
28 education from an accredited degree-awarding community college, college,
29 or university that includes:

30 (A) Three semester hours in each of the following: English
31 composition; microeconomics; macroeconomics; finance; algebra, geometry,

1 or higher mathematics; statistics; computer science; and business law or
2 real estate law; and

3 (B) Three semester hours each in two elective courses in any of the
4 topics listed in subdivision (b)(iii)(A) of this subsection, or in
5 accounting, geography, agricultural economics, business management, or
6 real estate;

7 (iv) Successfully complete thirty semester hours of the College-
8 Level Examination Program that includes:

9 (A) Three semester hours in each of the following subject matter
10 areas: College algebra; college composition modular; principles of
11 macroeconomics; principles of microeconomics; introductory business law;
12 and information systems; and

13 (B) Six semester hours in each of the following subject matter
14 areas: College composition; and college mathematics; or

15 (v) Successfully complete any combination of subdivisions (b)(iii)
16 and (iv) of this subsection that ensures coverage of all topics and hours
17 identified in subdivision (b)(iii) of this subsection;

18 (c) Have his or her education evaluated for equivalency by one of
19 the following if the college degree is from a foreign country:

20 (i) An accredited degree-awarding college or university;

21 (ii) A foreign degree credential evaluation service company that is
22 a member of the National Association of Credential Evaluation Services;
23 or

24 (iii) A foreign degree credential evaluation service company that
25 provides equivalency evaluation reports accepted by an accredited degree-
26 awarding college or university;

27 (d)(i) Have successfully completed and passed examination for no
28 fewer than two hundred class hours in Real Property Appraiser Board-
29 approved qualifying education courses conducted by education providers as
30 prescribed by rules and regulations of the Real Property Appraiser Board
31 and completed the fifteen-hour National Uniform Standards of Professional

1 ~~Appraisal Practice Course~~. Each course shall include a proctored, closed-
2 book examination pertinent to the material presented; or

3 (ii) Hold a degree in real estate from an accredited degree-awarding
4 college or university that has had all or part of its curriculum approved
5 by the Appraiser Qualifications Board as required core curriculum or the
6 equivalent as determined by the Appraiser Qualifications Board. If the
7 degree in real estate or equivalent as approved by the Appraiser
8 Qualifications Board does not satisfy all required qualifying education
9 for credentialing, the remaining class hours shall be completed in Real
10 Property Appraiser Board-approved qualifying education pursuant to
11 subdivision (d)(i) of this subsection;

12 (e)(i) Have no fewer than one thousand five hundred hours of
13 experience as prescribed by rules and regulations of the Real Property
14 Appraiser Board. The required experience shall be acceptable to the Real
15 Property Appraiser Board and subject to review and determination as to
16 conformity with the Uniform Standards of Professional Appraisal Practice.
17 The experience shall have occurred during a period of no fewer than
18 twelve months; or

19 (ii) Successfully complete a PAREA program. If the PAREA program
20 does not satisfy all required experience for credentialing, the remaining
21 experience hours shall be completed pursuant to subdivision (e)(i) of
22 this subsection;

23 (f) Submit two copies of legible ink-rolled fingerprint cards or
24 equivalent electronic fingerprint submissions to the Real Property
25 Appraiser Board for delivery to the Nebraska State Patrol in a form
26 approved by both the Nebraska State Patrol and the Federal Bureau of
27 Investigation. A fingerprint-based national criminal history record check
28 shall be conducted through the Nebraska State Patrol and the Federal
29 Bureau of Investigation with such record check to be carried out by the
30 Real Property Appraiser Board; and

31 (g) Within the twenty-four ~~twelve~~ months following approval of the

1 applicant's education and experience by the Real Property Appraiser
2 Board, pass a certified residential real property appraiser examination
3 or certified general real property appraiser examination, approved by the
4 Appraiser Qualifications Board, prescribed by rules and regulations of
5 the Real Property Appraiser Board, and administered by a contracted
6 testing service. Successful completion of examination shall be valid for
7 twenty-four months.

8 (2) To qualify for an upgraded credential, a certified residential
9 real property appraiser shall satisfy the following requirements:

10 (a) Submit two copies of legible ink-rolled fingerprint cards or
11 equivalent electronic fingerprint submissions to the Real Property
12 Appraiser Board for delivery to the Nebraska State Patrol in a form
13 approved by both the Nebraska State Patrol and the Federal Bureau of
14 Investigation. A fingerprint-based national criminal history record check
15 shall be conducted through the Nebraska State Patrol and the Federal
16 Bureau of Investigation with such record check to be carried out by the
17 Real Property Appraiser Board; and

18 (b) Within the twenty-four ~~twelve~~ months following approval of the
19 applicant's education and experience by the Real Property Appraiser Board
20 for an upgrade to a certified general real property appraiser credential,
21 pass a certified general real property appraiser examination approved by
22 the Appraiser Qualifications Board, prescribed by rules and regulations
23 of the Real Property Appraiser Board, and administered by a contracted
24 testing service. Successful completion of examination shall be valid for
25 twenty-four months.

26 (3) To qualify for a credential as a certified general real property
27 appraiser, a certified residential real property appraiser shall:

28 (a) Meet the postsecondary educational requirements pursuant to
29 subdivisions (1)(b) and (c) of section 76-2232;

30 (b) Successfully complete and pass proctored, closed-book
31 examinations for no fewer than one hundred additional class hours in

1 board-approved qualifying education courses conducted by education
2 providers as prescribed by rules and regulations of the board, or hold a
3 degree in real estate from an accredited degree-awarding college or
4 university or equivalent pursuant to subdivision (1)(d)(ii) of section
5 76-2232; and

6 (c) Meet the experience requirements pursuant to subdivision (1)(e)
7 of section 76-2232.

8 (4) A certified residential real property appraiser shall satisfy
9 the requirements for the trainee real property appraiser credential and
10 licensed residential real property appraiser credential for a downgraded
11 credential. If requested, evidence acceptable to the Real Property
12 Appraiser Board concerning the experience shall be presented along with
13 an application in the form of written reports or file memoranda.

14 (5) The scope of real property appraisal practice for a certified
15 residential real property appraiser shall be limited to ~~real property~~
16 ~~appraisal practice concerning~~ residential real property or real estate
17 having no more than four residential units, if any, without regard to
18 transaction value or complexity. Subdivisions ~~The appraisal of~~
19 ~~subdivisions~~ for which a development analysis or appraisal is necessary
20 ~~are~~ is not included in the scope of real property appraisal practice for
21 a certified residential real property appraiser.

22 Sec. 11. Section 76-2232, Revised Statutes Cumulative Supplement,
23 2022, is amended to read:

24 76-2232 (1) To qualify for a credential as a certified general real
25 property appraiser, an applicant shall:

26 (a) Be at least nineteen years of age;

27 (b) Hold a bachelor's degree, or higher, from an accredited degree-
28 awarding college or university;

29 (c) Have his or her education evaluated for equivalency by one of
30 the following if the college degree is from a foreign country:

31 (i) An accredited degree-awarding college or university;

1 (ii) A foreign degree credential evaluation service company that is
2 a member of the National Association of Credential Evaluation Services;
3 or

4 (iii) A foreign degree credential evaluation service company that
5 provides equivalency evaluation reports accepted by an accredited degree-
6 awarding college or university;

7 (d)(i) Have successfully completed and passed examination for no
8 fewer than three hundred class hours in Real Property Appraiser Board-
9 approved qualifying education courses conducted by education providers as
10 prescribed by rules and regulations of the Real Property Appraiser Board
11 and completed the fifteen-hour National Uniform Standards of Professional
12 Appraisal Practice Course. Each course shall include a proctored, closed-
13 book examination pertinent to the material presented; or

14 (ii) Hold a degree in real estate from an accredited degree-awarding
15 college or university that has had all or part of its curriculum approved
16 by the Appraiser Qualifications Board as required core curriculum or the
17 equivalent as determined by the Appraiser Qualifications Board. If the
18 degree in real estate or equivalent as approved by the Appraiser
19 Qualifications Board does not satisfy all required qualifying education
20 for credentialing, the remaining class hours shall be completed in Real
21 Property Appraiser Board-approved qualifying education pursuant to
22 subdivision (d)(i) of this subsection;

23 (e)(i) Have no fewer than three thousand hours of experience, of
24 which one thousand five hundred hours shall be in nonresidential
25 appraisal work, as prescribed by rules and regulations of the Real
26 Property Appraiser Board. The required experience shall be acceptable to
27 the Real Property Appraiser Board and subject to review and determination
28 as to conformity with the Uniform Standards of Professional Appraisal
29 Practice. The experience shall have occurred during a period of no fewer
30 than eighteen months; or

31 (ii) Successfully complete a PAREA program. If the PAREA program

1 does not satisfy all required experience for credentialing, the remaining
2 experience hours shall be completed pursuant to subdivision (e)(i) of
3 this subsection;

4 (f) Submit two copies of legible ink-rolled fingerprint cards or
5 equivalent electronic fingerprint submissions to the Real Property
6 Appraiser Board for delivery to the Nebraska State Patrol in a form
7 approved by both the Nebraska State Patrol and the Federal Bureau of
8 Investigation. A fingerprint-based national criminal history record check
9 shall be conducted through the Nebraska State Patrol and the Federal
10 Bureau of Investigation with such record check to be carried out by the
11 Real Property Appraiser Board; and

12 (g) Within the twenty-four ~~twelve~~ months following approval of the
13 applicant's education and experience by the Real Property Appraiser
14 Board, pass a certified general real property appraiser examination,
15 approved by the Appraiser Qualifications Board, prescribed by rules and
16 regulations of the Real Property Appraiser Board, and administered by a
17 contracted testing service. Successful completion of examination shall be
18 valid for twenty-four months.

19 (2) A certified general real property appraiser shall satisfy the
20 requirements for the trainee real property appraiser credential, licensed
21 residential real property appraiser credential, and certified residential
22 real property appraiser credential for a downgraded credential. If
23 requested, evidence acceptable to the Real Property Appraiser Board
24 concerning the experience shall be presented along with an application in
25 the form of written reports or file memoranda.

26 (3) The scope of real property appraisal practice for the certified
27 general real property appraiser shall include ~~real property appraisal~~
28 ~~practice concerning~~ all types of real property or real estate that real
29 property appraiser is competent to engage in.

30 Sec. 12. Section 76-2233, Revised Statutes Cumulative Supplement,
31 2022, is amended to read:

1 76-2233 (1) A person currently credentialed to engage in real
2 property appraisal practice concerning real estate and real property
3 under the laws of another jurisdiction may qualify for a credential
4 through reciprocity as a licensed residential real property appraiser, a
5 certified residential real property appraiser, or a certified general
6 real property appraiser by complying with all of the provisions of the
7 Real Property Appraiser Act relating to the appropriate classification of
8 credentialing.

9 (2) An applicant under this section may qualify for a credential if,
10 in the determination of the board:

11 (a) The requirements for credentialing in the applicant's
12 jurisdiction of practice specified in an application for credentialing
13 meet or exceed the minimum requirements of the Real Property Appraiser
14 Qualification Criteria as adopted and promulgated by the Appraiser
15 Qualifications Board of The Appraisal Foundation; and

16 (b) The regulatory program of the applicant's jurisdiction of
17 practice specified in an application for credentialing is determined to
18 be effective in accordance with Title XI of the Financial Institutions
19 Reform, Recovery, and Enforcement Act of 1989 by the Appraisal
20 Subcommittee of the Federal Financial Institutions Examination Council.

21 (3) The status of an applicant's jurisdiction of practice specified
22 in an application for credentialing through reciprocity shall be verified
23 through the most recent Compliance Review Report issued by the Appraisal
24 Subcommittee of the Federal Financial Institutions Examination Council.
25 In the case that findings pertaining to the adoption or implementation of
26 the Real Property Appraiser Qualification Criteria indicate that one or
27 more credentialing requirements do not meet or exceed the Real Property
28 Appraiser Qualification Criteria as promulgated by the Appraiser
29 Qualifications Board of The Appraisal Foundation, the board may request
30 evidence from the jurisdiction of practice or the Appraisal Subcommittee
31 of the Federal Financial Institutions Examination Council showing that

1 progress has been made to mitigate the findings in the Compliance Review
2 Report.

3 (4) To qualify for a credential through reciprocity, the applicant
4 shall:

5 (a) Submit two copies of legible ink-rolled fingerprint cards or
6 equivalent electronic fingerprint submissions to the board for delivery
7 to the Nebraska State Patrol in a form approved by both the Nebraska
8 State Patrol and the Federal Bureau of Investigation. A fingerprint-based
9 national criminal history record check shall be conducted through the
10 Nebraska State Patrol and the Federal Bureau of Investigation with such
11 record check to be carried out by the board;

12 (b) Submit an irrevocable consent that service of process upon him
13 or her may be made by delivery of the process to the director of the
14 board if the plaintiff cannot, in the exercise of due diligence, effect
15 personal service upon the applicant in an action against the applicant in
16 a court of this state arising out of the applicant's activities as a real
17 property appraiser in this state; and

18 (c) Comply with such other terms and conditions as may be determined
19 by the board.

20 (5) The credential status of an applicant under this section,
21 including current standing and any disciplinary action imposed against
22 his or her credentials, shall be verified through the Appraiser National
23 Registry of the Appraisal Subcommittee of the Federal Financial
24 Institutions Examination Council.

25 Sec. 13. Section 76-2233.01, Revised Statutes Cumulative Supplement,
26 2022, is amended to read:

27 76-2233.01 (1) A nonresident currently credentialed to engage in
28 real property appraisal practice concerning real estate and real property
29 under the laws of another jurisdiction may obtain a temporary credential
30 as a licensed residential real property appraiser, a certified
31 residential real property appraiser, or a certified general real property

1 appraiser to engage in real property appraisal practice in this state.

2 (2) To qualify for the issuance of a temporary credential, an
3 applicant shall:

4 (a) Submit an application on a form approved by the board;

5 (b) Submit a letter of engagement or a contract indicating the
6 location of the real property appraisal practice assignment;

7 (c) Submit an irrevocable consent that service of process upon him
8 or her may be made by delivery of the process to the director of the
9 board if the plaintiff cannot, in the exercise of due diligence, effect
10 personal service upon the applicant in an action against the applicant in
11 a court of this state arising out of the applicant's activities in this
12 state; and

13 (d) Pay the appropriate application fee in an amount established by
14 the board pursuant to section 76-2241.

15 (3) The credential status of an applicant under this section,
16 including current standing and any disciplinary action imposed against
17 his or her credentials, shall be verified through the Appraiser National
18 Registry of the Appraisal Subcommittee of the Federal Financial
19 Institutions Examination Council.

20 (4) Application for a temporary credential is valid for one year
21 from the date application is made to the board or upon the expiration of
22 the assignment specified in the letter of engagement, whichever occurs
23 first.

24 (5) A temporary credential issued under this section shall be
25 expressly limited to a grant of authority to engage in real property
26 appraisal practice required for an assignment in this state. Each
27 temporary credential shall expire upon the completion of the assignment
28 or upon the expiration of a period of six months from the date of
29 issuance, whichever occurs first. A temporary credential may be renewed
30 for one additional six-month period.

31 (6) Any person issued a temporary credential to engage in real

1 property appraisal practice in this state shall comply with all of the
2 provisions of the Real Property Appraiser Act relating to the appropriate
3 classification of credentialing. The board may, upon its own motion, and
4 shall, upon the written complaint of any aggrieved person, cause an
5 investigation to be made with respect to an alleged violation of the act
6 by a person who is engaged in, or who has engaged in, real property
7 appraisal practice as a temporary credential holder, and that person
8 shall be deemed a real property appraiser within the meaning of the act.

9 Sec. 14. Section 76-2233.02, Revised Statutes Cumulative Supplement,
10 2022, is amended to read:

11 76-2233.02 (1) A credential issued under the Real Property Appraiser
12 Act other than a temporary credential shall remain in effect until
13 December 31 of the designated year unless surrendered, revoked,
14 suspended, or canceled prior to such date. To renew a valid credential,
15 the credential holder shall file an application on a form approved by the
16 board and pay the appropriate renewal fee in an amount established by the
17 board pursuant to section 76-2241. ~~The credential holder shall also pay~~
18 ~~the criminal history record check fee in an amount established by the~~
19 ~~board pursuant to section 76-2241 for maintenance of the random~~
20 ~~fingerprint audit program to the board not later than November 30 of the~~
21 ~~designated year.~~ A credential may be renewed for one year or two years.
22 In every second year of the two-year continuing education period, as
23 specified in section 76-2236, evidence of completion of continuing
24 education requirements shall accompany renewal application or be on file
25 with the board prior to renewal.

26 ~~(2) The board shall establish a number of credential holders to be~~
27 ~~selected at random to submit, along with the application for renewal, two~~
28 ~~copies of legible ink-rolled fingerprint cards or equivalent electronic~~
29 ~~fingerprint submissions to the board for delivery to the Nebraska State~~
30 ~~Patrol in a form approved by both the Nebraska State Patrol and the~~
31 ~~Federal Bureau of Investigation. A fingerprint-based national criminal~~

1 ~~history record check shall be conducted through the Nebraska State Patrol~~
2 ~~and the Federal Bureau of Investigation with such record check to be~~
3 ~~carried out by the board.~~

4 (2) ~~(3)~~ If a credential holder fails to apply and meet the
5 requirements for renewal by November 30 of the designated year, such
6 credential holder may obtain a renewal of such credential by satisfying
7 all of the requirements for renewal and paying the appropriate late
8 processing fee in an amount established by the board pursuant to section
9 76-2241 if such late renewal takes place prior to July 1 of the following
10 year. ~~A credential holder selected at random to submit fingerprint cards~~
11 ~~or equivalent electronic fingerprints that has applied and met all other~~
12 ~~requirements for renewal prior to November 30 of the designated year~~
13 ~~shall not pay a late processing fee if fingerprint cards or equivalent~~
14 ~~electronic fingerprints are received prior to November 30 of the~~
15 ~~designated year.~~ If a credential holder that first obtained his or her
16 credential at the current level on or after November 1 fails to apply and
17 meet the requirements for renewal by December 31 of the designated year,
18 such credential holder may obtain a renewal of such credential by
19 satisfying all the requirements for renewal and paying a late processing
20 fee if such late renewal takes place prior to July 1 of the following
21 year. The board may refuse to renew any credential if the credential
22 holder has continued to, directly or indirectly for another, offer,
23 attempt, agree to engage in, or engage in real property appraisal
24 practice in this state following the expiration of his or her credential.
25 If a credential is not renewed prior to July 1, a credential holder shall
26 reapply for credentialing and meet the current requirements in place at
27 the time of application, except as provided in section 76-2233.03.

28 Sec. 15. Section 76-2236, Revised Statutes Cumulative Supplement,
29 2022, is amended to read:

30 76-2236 (1) Every credential holder shall furnish evidence to the
31 board that he or she has satisfactorily completed no fewer than twenty-

1 eight hours of approved continuing education activities in each two-year
2 continuing education period. Hours of satisfactorily completed approved
3 continuing education activities cannot be carried over from one two-year
4 continuing education period to another. Evidence of successful completion
5 of such continuing education activities for the two-year continuing
6 education period, including passing examination if applicable, shall be
7 submitted to the board in the manner prescribed by the board. No
8 continuing education activity shall be less than two hours in duration. A
9 person who holds a temporary credential does not have to meet any
10 continuing education requirements in the Real Property Appraiser Act.

11 (2) As prescribed by rules and regulations of the Real Property
12 Appraiser Board and at least once every two years, the seven-hour
13 National Uniform Standards of Professional Appraisal Practice Continuing
14 Education Update Course as approved by the Appraiser Qualifications Board
15 or the equivalent of the course as approved by the Real Property
16 Appraiser Board, shall be included in the continuing education
17 requirement of each credential holder. An instructor certified by the
18 Appraiser Qualifications Board satisfies this requirement by successfully
19 completing an a—seven-hour instructor recertification course and
20 examination, if applicable, as approved by the Appraiser Qualifications
21 Board.

22 (3) A continuing education activity conducted in another
23 jurisdiction in which the activity is approved to meet the continuing
24 education requirements for renewal of a credential in such other
25 jurisdiction shall be accepted by the board if that jurisdiction has
26 adopted and enforces standards for such continuing education activity
27 that meet or exceed the standards established by the Real Property
28 Appraiser Act and the rules and regulations of the board.

29 (4) The board may adopt a program of continuing education for
30 individual credentials as long as the program is compliant with the
31 Appraiser Qualifications Board's criteria specific to continuing

1 education.

2 (5) No more than fourteen hours may be approved by the Real Property
3 Appraiser Board as continuing education in each two-year continuing
4 education period for participation, other than as a student, in appraisal
5 educational processes and programs, which includes teaching, program
6 development, authorship of textbooks, or similar activities that are
7 determined by the board to be equivalent to obtaining continuing
8 education. Evidence of participation shall be submitted to the board upon
9 completion of the appraisal educational process or program. No
10 preapproval will be granted for participation in appraisal educational
11 processes or programs.

12 (6) As prescribed by rules and regulations of the Real Property
13 Appraiser Board, qualifying ~~Qualifying~~ education, as approved by the
14 board, successfully completed by a credential holder ~~to fulfill the~~
15 ~~class-hour requirement to upgrade to a higher classification than his or~~
16 ~~her current classification,~~ shall be approved by the board as continuing
17 education.

18 (7) Beginning January 1, 2026, as prescribed by rules and
19 regulations of the Real Property Appraiser Board and at least once every
20 two years, a successfully completed board-approved valuation bias and
21 fair housing laws course shall be included in the continuing education
22 requirement of each credential holder. ~~Qualifying education, as approved~~
23 ~~by the board, taken by a credential holder not to fulfill the class-hour~~
24 ~~requirement to upgrade to a higher classification, shall be approved by~~
25 ~~the board as continuing education if the credential holder completes the~~
26 ~~examination.~~

27 (8) A board-approved supervisory real property appraiser and trainee
28 course successfully completed by a certified real property appraiser
29 shall be approved by the board as continuing education no more than once
30 during each two-year continuing education period.

31 (9) The Real Property Appraiser Board shall approve continuing

1 education activities and instructors which it determines would protect
2 the public by improving the competency of credential holders.

3 Sec. 16. Section 76-2241, Reissue Revised Statutes of Nebraska, is
4 amended to read:

5 76-2241 (1) The board shall charge and collect appropriate fees for
6 its services under the Real Property Appraiser Act as follows:

7 (a) A credential application fee of no more than two ~~one~~ hundred
8 fifty dollars;

9 (b) An examination fee of no more than three hundred dollars. The
10 board may direct applicants to pay the fee directly to a third party who
11 has contracted to administer the examination;

12 (c) An initial and renewal credentialing fee, other than temporary
13 credentialing, of no more than three hundred fifty dollars;

14 (d) A late processing fee of no more than twenty-five dollars for
15 each month or portion of a month the fee is late;

16 (e) A temporary credential application fee for a licensed
17 residential real property appraiser, a certified residential real
18 property appraiser, or a certified general real property appraiser of no
19 more than one hundred fifty dollars;

20 (f) A temporary credentialing fee of no more than one hundred ~~fifty~~
21 dollars for a licensed residential real property appraiser, certified
22 residential real property appraiser, or certified general real property
23 appraiser holding a temporary credential under the act;

24 (g) An inactive credential application fee of no more than one
25 hundred dollars;

26 (h) An inactive credentialing fee of no more than three hundred
27 dollars;

28 (i) A duplicate proof of credentialing fee of no more than twenty-
29 five dollars;

30 (j) A certificate of good standing fee of no more than ten dollars;

31 and

1 (k) A criminal history record check fee of no more than one hundred
2 dollars.

3 (2) All fees for credentialing through reciprocity shall be the same
4 as those paid by others pursuant to this section.

5 (3) In addition to the fees set forth in this section, the board may
6 collect and transmit to the appropriate federal authority any fees
7 established under the provisions of the Financial Institutions Reform,
8 Recovery, and Enforcement Act of 1989. The board may establish such fees
9 as it deems appropriate for special examinations and other services
10 provided by the board.

11 (4) All fees and other revenue collected pursuant to the Real
12 Property Appraiser Act shall be remitted by the board to the State
13 Treasurer for credit to the Real Property Appraiser Fund.

14 Sec. 17. Section 76-2249, Reissue Revised Statutes of Nebraska, is
15 amended to read:

16 76-2249 (1) The board may prepare a directory showing the name, and
17 place of business, and effective and expiration dates of credential
18 holders under the Real Property Appraiser Act which may be made available
19 on the board's website. Printed copies of the directory shall be made
20 available to the public at such reasonable price per copy as may be fixed
21 by the board. The directory shall be provided to federal authorities as
22 required by the Financial Institutions Reform, Recovery, and Enforcement
23 Act of 1989.

24 (2) The board shall provide without charge to any credential holder
25 under the Real Property Appraiser Act a set of rules and regulations
26 adopted and promulgated by the board and any other information which the
27 board deems important in the area of real property appraisal in this
28 state. The information may be made available electronically or printed in
29 a booklet, a pamphlet, or any other form the board determines
30 appropriate. The board may update such material as often as it deems
31 necessary. The board may provide such material to any other person upon

1 request and may charge a fee for the material. The fee shall be
2 reasonable and shall not exceed any reasonable or necessary costs of
3 producing the material for distribution.

4 Sec. 18. Original sections 76-2241 and 76-2249, Reissue Revised
5 Statutes of Nebraska, and sections 76-2201, 76-2203, 76-2218.02,
6 76-2219.02, 76-2221, 76-2228.01, 76-2228.02, 76-2230, 76-2231.01,
7 76-2232, 76-2233, 76-2233.01, 76-2233.02, and 76-2236, Revised Statutes
8 Cumulative Supplement, 2022, are repealed.

LEGISLATURE OF NEBRASKA
ONE HUNDRED EIGHTH LEGISLATURE
SECOND SESSION

LEGISLATIVE BILL

Introduced by

Read first time

Committee:

1 A BILL FOR AN ACT relating to real property; to amend sections 76-3201,
2 76-3203.02, 76-3206, and 76-3220, Reissue Revised Statutes of
3 Nebraska, and sections 76-2233, 76-2233.01, 76-3202, 76-3203,
4 76-3207, and 76-3216, Revised Statutes Cumulative Supplement, 2022;
5 to change and eliminate provisions of the Real Property Appraiser
6 Act and the Nebraska Appraisal Management Company Registration Act;
7 to provide civil and criminal immunity for the Real Property
8 Appraiser Board; to define and redefine terms; to harmonize
9 provisions; to repeal the original sections; and to outright repeal
10 sections 76-3209 and 76-3211, Reissue Revised Statutes of Nebraska.
11 Be it enacted by the people of the State of Nebraska,

1 Section 1. Section 76-2233, Revised Statutes Cumulative Supplement,
2 2022, is amended to read:

3 76-2233 (1) A person currently credentialed to engage in real
4 property appraisal practice concerning real estate and real property
5 under the laws of another jurisdiction may qualify for a credential
6 through reciprocity as a licensed residential real property appraiser, a
7 certified residential real property appraiser, or a certified general
8 real property appraiser by complying with all of the provisions of the
9 Real Property Appraiser Act relating to the appropriate classification of
10 credentialing.

11 (2) An applicant under this section may qualify for a credential if,
12 in the determination of the board:

13 (a) The requirements for credentialing in the applicant's
14 jurisdiction of practice specified in an application for credentialing
15 meet or exceed the minimum requirements of the Real Property Appraiser
16 Qualification Criteria as adopted and promulgated by the Appraiser
17 Qualifications Board of The Appraisal Foundation; and

18 (b) The regulatory program of the applicant's jurisdiction of
19 practice specified in an application for credentialing is determined to
20 be effective in accordance with Title XI of the Financial Institutions
21 Reform, Recovery, and Enforcement Act of 1989 by the Appraisal
22 Subcommittee of the Federal Financial Institutions Examination Council.

23 (3) The status of an applicant's jurisdiction of practice specified
24 in an application for credentialing through reciprocity shall be verified
25 through the most recent Compliance Review Report issued by the Appraisal
26 Subcommittee of the Federal Financial Institutions Examination Council.
27 In the case that findings pertaining to the adoption or implementation of
28 the Real Property Appraiser Qualification Criteria indicate that one or
29 more credentialing requirements do not meet or exceed the Real Property
30 Appraiser Qualification Criteria as promulgated by the Appraiser
31 Qualifications Board of The Appraisal Foundation, the board may request

1 evidence from the jurisdiction of practice or the Appraisal Subcommittee
2 of the Federal Financial Institutions Examination Council showing that
3 progress has been made to mitigate the findings in the Compliance Review
4 Report.

5 (4) To qualify for a credential through reciprocity, the applicant
6 shall:

7 (a) Submit two copies of legible ink-rolled fingerprint cards or
8 equivalent electronic fingerprint submissions to the board for delivery
9 to the Nebraska State Patrol in a form approved by both the Nebraska
10 State Patrol and the Federal Bureau of Investigation. A fingerprint-based
11 national criminal history record check shall be conducted through the
12 Nebraska State Patrol and the Federal Bureau of Investigation with such
13 record check to be carried out by the board;

14 (b) Submit an irrevocable consent that service of process upon him
15 or her may be made by delivery of the process to the director of the
16 board if the plaintiff cannot, in the exercise of due diligence, effect
17 personal service upon the applicant in an action against the applicant in
18 a court of this state arising out of the applicant's activities as a real
19 property appraiser in this state; and

20 (c) Comply with such other terms and conditions as may be determined
21 by the board.

22 (5) The credential status of an applicant under this section,
23 including current standing and any disciplinary action imposed against
24 his or her credentials, shall be verified through the Appraiser National
25 Registry of the Appraisal Subcommittee of the Federal Financial
26 Institutions Examination Council.

27 Sec. 2. Section 76-2233.01, Revised Statutes Cumulative Supplement,
28 2022, is amended to read:

29 76-2233.01 (1) A nonresident currently credentialed to engage in
30 real property appraisal practice concerning real estate and real property
31 under the laws of another jurisdiction may obtain a temporary credential

1 as a licensed residential real property appraiser, a certified
2 residential real property appraiser, or a certified general real property
3 appraiser to engage in real property appraisal practice in this state.

4 (2) To qualify for the issuance of a temporary credential, an
5 applicant shall:

6 (a) Submit an application on a form approved by the board;

7 (b) Submit a letter of engagement or a contract indicating the
8 location of the real property appraisal practice assignment;

9 (c) Submit an irrevocable consent that service of process upon him
10 or her may be made by delivery of the process to the director of the
11 board if the plaintiff cannot, in the exercise of due diligence, effect
12 personal service upon the applicant in an action against the applicant in
13 a court of this state arising out of the applicant's activities in this
14 state; and

15 (d) Pay the appropriate application fee in an amount established by
16 the board pursuant to section 76-2241.

17 (3) The credential status of an applicant under this section,
18 including current standing and any disciplinary action imposed against
19 his or her credentials, shall be verified through the Appraiser National
20 Registry of the Appraisal Subcommittee of the Federal Financial
21 Institutions Examination Council.

22 (4) Application for a temporary credential is valid for one year
23 from the date application is made to the board or upon the expiration of
24 the assignment specified in the letter of engagement, whichever occurs
25 first.

26 (5) A temporary credential issued under this section shall be
27 expressly limited to a grant of authority to engage in real property
28 appraisal practice required for an assignment in this state. Each
29 temporary credential shall expire upon the completion of the assignment
30 or upon the expiration of a period of six months from the date of
31 issuance, whichever occurs first. A temporary credential may be renewed

1 for one additional six-month period.

2 (6) Any person issued a temporary credential to engage in real
3 property appraisal practice in this state shall comply with all of the
4 provisions of the Real Property Appraiser Act relating to the appropriate
5 classification of credentialing. The board may, upon its own motion, and
6 shall, upon the written complaint of any aggrieved person, cause an
7 investigation to be made with respect to an alleged violation of the act
8 by a person who is engaged in, or who has engaged in, real property
9 appraisal practice as a temporary credential holder, and that person
10 shall be deemed a real property appraiser within the meaning of the act.

11 Sec. 3. Section 76-3201, Reissue Revised Statutes of Nebraska, is
12 amended to read:

13 76-3201 Sections 76-3201 to 76-3222 and section 11 of this act shall
14 be known and may be cited as the Nebraska Appraisal Management Company
15 Registration Act.

16 Sec. 4. Section 76-3202, Revised Statutes Cumulative Supplement,
17 2022, is amended to read:

18 76-3202 For purposes of the Nebraska Appraisal Management Company
19 Registration Act:

20 (1) Affiliate means any person that controls, is controlled by, or
21 is under common control with, another person;

22 (2) AMC appraiser means a person who holds a valid credential or
23 equivalent to appraise real estate and real property under the laws of
24 this state or another jurisdiction, and holds the status of active on the
25 Appraiser National Registry of the Appraisal Subcommittee of the Federal
26 Financial Institutions Examination Council in one or more jurisdictions;

27 ~~(3) AMC final rule means, collectively, the rules adopted by the~~
28 ~~federal agencies as required in section 1124 of the Financial~~
29 ~~Institutions Reform, Recovery, and Enforcement Act of 1989, as such rules~~
30 ~~existed on January 1, 2019;~~

31 (3) (4) AMC National Registry means the registry of appraisal

1 management companies that hold a registration as an appraisal management
2 company issued by the board or the equivalent issued in another
3 jurisdiction, and federally regulated appraisal management companies,
4 maintained by the Appraisal Subcommittee;

5 (4) AMC rule means, collectively, the rules adopted by the federal
6 agencies as required in section 1124 of the Financial Institutions
7 Reform, Recovery, and Enforcement Act of 1989, as such rules existed on
8 January 1, 2019;

9 (5) Appraisal has the same meaning as in section 76-2204;

10 (6) Appraisal management company means a person that:

11 (a) Provides appraisal management services to creditors or to
12 secondary mortgage market participants, including affiliates;

13 (b) Provides appraisal management services in connection with
14 valuing a consumer's principal dwelling as security for a consumer credit
15 transaction or incorporating such transactions into securitizations; and

16 (c) Within a twelve-month period, oversees an appraiser panel of:

17 (i) More than fifteen AMC appraisers ~~who each hold a credential~~ in
18 this state; or

19 (ii) Twenty-five or more AMC appraisers ~~who each hold a credential~~
20 ~~or equivalent~~ in two or more jurisdictions;

21 (7) Appraisal management services means one or more of the
22 following:

23 (a) To recruit, select, and retain AMC appraisers;

24 (b) To contract with AMC appraisers to perform assignments;

25 (c) To manage the process of having an appraisal performed,
26 including providing administrative services such as receiving appraisal
27 orders and reports, submitting completed reports to creditors and
28 secondary mortgage market participants, collecting fees from creditors
29 and secondary mortgage market participants for services provided, and
30 paying AMC appraisers for valuation services performed; or

31 (d) To review and verify the work of AMC appraisers;

1 (8) Appraisal Subcommittee means the Appraisal Subcommittee of the
2 Federal Financial Institutions Examination Council;

3 (9) Appraiser panel means a network, list, or roster of AMC
4 appraisers approved by an appraisal management company to perform
5 appraisals as independent contractors for the appraisal management
6 company;

7 (10) Assignment has the same meaning as in section 76-2207.01;

8 (11) Board has the same meaning as in section 76-2207.18;

9 (12) Consumer credit means credit offered or extended to a consumer
10 primarily for personal, family, or household purposes;

11 (13) Contact person means a person designated by the appraisal
12 management company as the main contact for all communication between the
13 appraisal management company and the board;

14 (14) Covered transaction means any consumer credit transaction
15 secured by the consumer's principal dwelling;

16 (15) Credential has the same meaning as in section 76-2207.25;

17 (16) Creditor means a person who regularly extends consumer credit
18 that is subject to a finance charge or is payable by written agreement in
19 more than four installments, not including a downpayment, and to whom the
20 obligation is initially payable, either on the face of the note or
21 contract or by agreement when there is no note or contract. A person
22 regularly extends consumer credit if:

23 (a) The person extended credit, other than credit subject to the
24 requirements of 12 C.F.R. 1026.32, as such regulation existed on January
25 1, 2019, more than five times for transactions secured by a dwelling in
26 the preceding calendar year, or in the current calendar year if a person
27 did not meet these standards in the preceding calendar year; and

28 (b) In any twelve-month period, the person originates more than one
29 credit extension that is subject to the requirements of 12 C.F.R.
30 1026.32, as such regulation existed on January 1, 2019, or one or more
31 such credit extensions through a mortgage broker;

1 (17) Dwelling means a residential structure that contains one to
2 four units, whether or not that structure is attached to real property,
3 including an individual condominium unit, cooperative unit, mobile home,
4 or trailer if used as a residence. With respect to a dwelling:

5 (a) A consumer may have only one principal dwelling at a time;

6 (b) A vacation or secondary dwelling is not a principal dwelling;
7 and

8 (c) A dwelling bought or built by a consumer with the intention of
9 that dwelling becoming the consumer's principal dwelling within one year,
10 or upon completion of construction, is considered to be the consumer's
11 principal dwelling for the purpose of the Nebraska Appraisal Management
12 Company Registration Act;

13 (18) Federally regulated appraisal management company means an
14 appraisal management company that is:

15 (a) Owned and controlled by an insured depository institution as
16 defined in 12 U.S.C. 1813, as such section existed on January 1, 2024
17 ~~2019~~; and

18 (b) Regulated by the Office of the Comptroller of the Currency, the
19 Board of Governors of the Federal Reserve System, the Federal Deposit
20 Insurance Corporation, or the successor of any such agencies;

21 (19) Federal agencies means the Board of Governors of the Federal
22 Reserve System, the Federal Deposit Insurance Corporation, the Office of
23 the Comptroller of the Currency, the National Credit Union
24 Administration, the Consumer Financial Protection Bureau, the Federal
25 Housing Finance Agency, or the successor of any of such agencies;

26 (20) Financial Institutions Reform, Recovery, and Enforcement Act of
27 1989 has the same meaning as in section 76-2207.30;

28 (21) Independent contractor means a person established as an
29 independent contractor by the appraisal management company for the
30 purpose of federal income taxation;

31 (22) Jurisdiction has the same meaning as in section 76-2207.32;

- 1 (23) Person has the same meaning as in section 76-2213.02;
- 2 (24) Real estate has the same meaning as in section 76-2214;
- 3 (25) Real property has the same meaning as in section 76-2214.01;
- 4 (26) Real property appraisal practice has the same meaning as in
5 section 76-2215;
- 6 (27) Real property appraiser has the same meaning as in section
7 76-2216;
- 8 (28) ~~(27)~~ Registration means a registration as an appraisal
9 management company in this state issued by the board if all requirements
10 for approval as an appraisal management company required in the Nebraska
11 Appraisal Management Company Registration Act have been met by a person
12 making application to the board, including the submission of all required
13 fees, and the board has granted all rights to the person to operate as an
14 appraisal management company in this state as allowed under the act;
- 15 (29) ~~(28)~~ Report has the same meaning as in section 76-2216.02;
- 16 (30) ~~(29)~~ Secondary mortgage market participant means a guarantor or
17 insurer of mortgage-backed securities, or an underwriter or issuer of
18 mortgage-backed securities, and only includes an individual investor in a
19 mortgage-backed security if that investor also serves in the capacity of
20 a guarantor, insurer, underwriter, or issuer for the mortgage-backed
21 security;
- 22 (31) ~~(30)~~ Uniform Standards of Professional Appraisal Practice has
23 the same meaning as in section 76-2218.02; and
- 24 (32) ~~(31)~~ Valuation services has the same meaning as in section
25 76-2219.01.

26 Sec. 5. Section 76-3203, Revised Statutes Cumulative Supplement,
27 2022, is amended to read:

28 76-3203 (1) An application for issuance of a registration shall be
29 made in writing to the board on forms approved by the board, which
30 includes, but is not limited to, all information required by the board
31 necessary to administer and enforce the Nebraska Appraisal Management

1 Company Registration Act, and the name of the contact person for the
2 appraisal management company.

3 (2) An applicant for issuance of a registration shall furnish to the
4 board, at the time of making application, a surety bond in the amount of
5 twenty-five thousand dollars. The surety bond required under this
6 subsection shall be issued by a bonding company or insurance company
7 authorized to do business in this state, and a copy of the bond shall be
8 filed with the board. The bond shall be in favor of the state for the
9 benefit of any person who is damaged by any violation of the Nebraska
10 Appraisal Management Company Registration Act. The bond shall also be in
11 favor of any person damaged by such a violation. Any person claiming
12 against the bond for a violation of the act may maintain an action at law
13 against the appraisal management company and against the surety. The
14 aggregate liability of the surety to all persons damaged by a violation
15 of the act by an appraisal management company shall not exceed the amount
16 of the bond. The bond shall be maintained until one year after the date
17 that the appraisal management company ceases operation in this state.

18 (3) A registration shall be issued only to persons who:

19 (a) Meet the requirements for issuance of a registration;

20 (b) Have a good reputation for honesty, trustworthiness, integrity,
21 and competence to perform appraisal management services in such manner as
22 to safeguard the interest of the public as determined by the board; and

23 (c) Have not had a final civil or criminal judgment entered against
24 them for fraud, dishonesty, breach of trust, or misrepresentation
25 involving real estate, financial services, or appraisal management
26 services within a five-year period immediately preceding the date of
27 application.

28 (4) A registration shall be valid for a period of twelve months
29 beginning on the date which the registration was issued or renewed unless
30 canceled, revoked, or surrendered.

31 (5) All information related to an appraisal management company's

1 registration shall be reported to the Appraisal Subcommittee as required
2 by Title XI of the Financial Institutions Reform, Recovery, and
3 Enforcement Act of 1989, the AMC ~~final~~ rule, and any policy or rule
4 established by the Appraisal Subcommittee.

5 (6) The renewal of a registration includes the same requirements
6 found in subsections (1) through (5) of this section. An application for
7 renewal of a registration shall be furnished to the board no later than
8 sixty days prior to the date of expiration of the registration.

9 (7) For the purpose of subdivision (6) of section 76-3202, the
10 twelve-month period for renewal of a registration shall consist of the
11 twelve months pursuant to subsection (4) of this section.

12 Sec. 6. Section 76-3203.02, Reissue Revised Statutes of Nebraska, is
13 amended to read:

14 76-3203.02 (1) A federally regulated appraisal management company
15 must report all information required to be submitted to the Appraisal
16 Subcommittee pursuant to Title XI of the Financial Institutions Reform,
17 Recovery, and Enforcement Act of 1989, the AMC ~~final~~ rule, and any policy
18 or rule established by the Appraisal Subcommittee related to its
19 operation in this state, including, but not limited to, the collection of
20 information related to ownership limitations.

21 (2) The board may collect and transmit to the Appraisal Subcommittee
22 any fees established by the Appraisal Subcommittee pursuant to Title XI
23 of the Financial Institutions Reform, Recovery, and Enforcement Act of
24 1989, the AMC ~~final~~ rule, and any policy or rule established by the
25 Appraisal Subcommittee required for inclusion on the AMC ~~National~~
26 Registry, and collect any fees as deemed appropriate by the board for
27 services provided as related to a federally regulated appraisal
28 management company's operation in this state.

29 (3) Nothing in the Nebraska Appraisal Management Company
30 Registration Act shall prevent issuance by the board of a registration to
31 a federally regulated appraisal management company.

1 (4) Except for a federally regulated appraisal management company
2 that holds a registration issued by the board, section 76-3202, and this
3 section, a federally regulated appraisal management company is exempt
4 from the Nebraska Appraisal Management Company Registration Act.

5 Sec. 7. Section 76-3206, Reissue Revised Statutes of Nebraska, is
6 amended to read:

7 76-3206 (1) The board shall charge and collect fees for its services
8 under the Nebraska Appraisal Management Company Registration Act as
9 follows:

- 10 (a) An application fee of no more than three hundred fifty dollars;
- 11 (b) An initial registration fee of no more than two thousand
12 dollars;
- 13 (c) A renewal registration fee of no more than two ~~one~~ thousand five
14 ~~hundred~~ dollars; and
- 15 (d) A late renewal processing fee of twenty-five dollars for each
16 month or portion of a month the renewal registration fee is late.

17 (2) The board may collect and transmit to the Appraisal Subcommittee
18 any fees established by the Appraisal Subcommittee under Title XI of the
19 Financial Institutions Reform, Recovery, and Enforcement Act of 1989, the
20 AMC ~~final~~ rule, and any policy or rule established by the Appraisal
21 Subcommittee required for inclusion on the AMC ~~National~~ Registry.

22 Sec. 8. Section 76-3207, Revised Statutes Cumulative Supplement,
23 2022, is amended to read:

24 76-3207 (1) A person applying for issuance of a registration or
25 renewal of a registration shall not:

- 26 (a) In whole or in part, directly or indirectly, be owned by any
27 person who has had a real property appraiser credential or equivalent
28 refused, denied, canceled, or revoked or who has surrendered a real
29 property appraiser credential or equivalent in lieu of revocation in any
30 jurisdiction for a substantive cause as determined by the board; and
- 31 (b) Be more than ten percent owned by a person who is not of good

1 moral character, which for purposes of this section shall require that
2 such person has not been convicted of, or entered a plea of nolo
3 contendere to, a felony relating to the real property appraisal practice
4 or any crime involving fraud, misrepresentation, or moral turpitude or
5 failed to submit to a criminal history record check through the Nebraska
6 State Patrol and the Federal Bureau of Investigation.

7 (2) For purposes of subdivision (1)(b) of this section, each
8 individual owner of more than ten percent of an appraisal management
9 company shall: ~~τ~~

10 (a) ~~At at~~ the time an application for issuance of a registration is
11 made, submit two copies of legible ink-rolled fingerprint cards or
12 equivalent electronic fingerprint submissions to the board for delivery
13 to the Nebraska State Patrol in a form approved by both the Nebraska
14 State Patrol and the Federal Bureau of Investigation; ~~τ~~

15 (b) At the time an application for renewal of a registration is
16 made, submit two copies of legible ink-rolled fingerprint cards or
17 equivalent electronic fingerprint submissions to the board for delivery
18 to the Nebraska State Patrol in a form approved by both the Nebraska
19 State Patrol and the Federal Bureau of Investigation if a fingerprint-
20 based national criminal history records check has not been completed
21 pursuant to subdivision (2)(a) of this section; and

22 (c) At the time an individual owner of more than ten percent of an
23 appraisal management company is identified by the board, submit two
24 copies of legible ink-rolled fingerprint cards or equivalent electronic
25 fingerprint submissions to the board for delivery to the Nebraska State
26 Patrol in a form approved by both the Nebraska State Patrol and the
27 Federal Bureau of Investigation if a fingerprint-based national criminal
28 history records check has not been completed pursuant to subdivision (2)
29 (a) or (2)(b) of this section.

30 (3) The board shall pay the Nebraska State Patrol the costs
31 associated with conducting a fingerprint-based national criminal history

1 record check through the Nebraska State Patrol and the Federal Bureau of
2 Investigation with such record check to be carried out by the board.

3 (4) ~~(3)~~ For the purpose of subdivision (1)(a) of this section, a
4 person is not barred from issuance of a registration if the real property
5 appraiser credential or equivalent of the person with an ownership
6 interest was not refused, denied, canceled, revoked, or surrendered in
7 lieu of revocation for a substantive cause as determined by the board and
8 has been reinstated by the jurisdiction in which the action was taken.

9 Sec. 9. Section 76-3216, Revised Statutes Cumulative Supplement,
10 2022, is amended to read:

11 76-3216 (1) It is unlawful for a person to directly or indirectly
12 engage in or attempt to engage in business as an appraisal management
13 company or to advertise or hold itself out as engaging in or conducting
14 business as an appraisal management company in this state without first
15 obtaining a registration or by meeting the requirements as a federally
16 regulated appraisal management company.

17 (2) Except as provided in section 76-3204, any person who, directly
18 or indirectly for another, offers, attempts, or agrees to perform all
19 actions described in subdivision (6) of section 76-3202 or any action
20 described in subdivision (7) of such section, shall be deemed an
21 appraisal management company within the meaning of the Nebraska Appraisal
22 Management Company Registration Act, and such action shall constitute
23 sufficient contact with this state for the exercise of personal
24 jurisdiction over such person in any action arising out of the act.

25 (3) The board may issue a cease and desist order against any person
26 who violates this section by performing any action described in
27 subdivision (6) or (7) of section 76-3202 without the appropriate
28 registration. Such order shall be final ten days after issuance unless
29 such person requests a hearing pursuant to section 76-3217. The board
30 may, through the Attorney General, obtain an order from the district
31 court for the enforcement of the cease and desist order.

1 (4) To the extent permitted by any applicable federal legislation or
2 regulation, the board may censure an appraisal management company,
3 conditionally or unconditionally suspend or revoke its registration, or
4 levy fines or impose civil penalties not to exceed five thousand dollars
5 for a first offense and not to exceed ten thousand dollars for a second
6 or subsequent offense, if the board determines that an appraisal
7 management company is attempting to perform, has performed, or has
8 attempted to perform any of the following:

9 (a) A material violation of the act;

10 (b) A violation of any rule or regulation adopted and promulgated by
11 the board; or

12 (c) Procurement of a registration for itself or any other person by
13 fraud, misrepresentation, or deceit.

14 (5) In order to promote voluntary compliance, encourage appraisal
15 management companies to correct errors promptly, and ensure a fair and
16 consistent approach to enforcement, the board shall endeavor to impose
17 fines or civil penalties that are reasonable in light of the nature,
18 extent, and severity of the violation. The board shall also take action
19 against an appraisal management company's registration only after less
20 severe sanctions have proven insufficient to ensure behavior consistent
21 with the Nebraska Appraisal Management Company Registration Act. When
22 deciding whether to impose a sanction permitted by subsection (4) of this
23 section, determining the sanction that is most appropriate in a specific
24 instance, or making any other discretionary decision regarding the
25 enforcement of the act, the board shall consider whether an appraisal
26 management company:

27 (a) Has an effective program reasonably designed to ensure
28 compliance with the act;

29 (b) Has taken prompt and appropriate steps to correct and prevent
30 the recurrence of any detected violations; and

31 (c) Has independently reported to the board any significant

1 violations or potential violations of the act prior to an imminent threat
2 of disclosure or investigation and within a reasonably prompt time after
3 becoming aware of the occurrence of such violations.

4 (6) Any violation of appraisal-related laws or rules and
5 regulations, and disciplinary action taken against an appraisal
6 management company, shall be reported to the Appraisal Subcommittee as
7 required by Title XI of the Financial Institutions Reform, Recovery, and
8 Enforcement Act of 1989, the AMC ~~final~~ rule, and any policy or rule
9 established by the Appraisal Subcommittee.

10 Sec. 10. Section 76-3220, Reissue Revised Statutes of Nebraska, is
11 amended to read:

12 76-3220 An appraisal management company that has a reasonable basis
13 to believe that an AMC appraiser has failed to comply with applicable
14 laws or the Uniform Standards of Professional Appraisal Practice shall
15 refer the matter to the board if the failure to comply is material.

16 Sec. 11. Any member of the board, employee of the board, or person
17 under contract with the board shall be immune from any civil action or
18 criminal prosecution for initiating or assisting in any lawful
19 investigation of the actions of or any disciplinary proceeding concerning
20 an appraisal management company pursuant to the Nebraska Appraisal
21 Management Company Registration Act if the member, employee, or person
22 initiates or assists in such investigation or proceeding without
23 malicious intent and in the reasonable belief that the investigation or
24 proceeding was allowed by the powers vested in such member, employee, or
25 person.

26 Sec. 12. Original sections 76-3201, 76-3203.02, 76-3206, and
27 76-3220, Reissue Revised Statutes of Nebraska, and sections 76-2233,
28 76-2233.01, 76-3202, 76-3203, 76-3207, and 76-3216, Revised Statutes
29 Cumulative Supplement, 2022, are repealed.

30 Sec. 13. The following sections are outright repealed: Sections
31 76-3209 and 76-3211, Reissue Revised Statutes of Nebraska.



INTERNAL PROCEDURE 201709

Effective July 15, 2021

Appraisal Review Services Contractor Fees

NRPAB Subject Matter Expert (“SME”) Services Contractors and NRPAB Applicant Appraisal Review Services (“AARS”) Contractors shall be compensated according to the following schedule (compensation may be prorated on a quarter-hour basis):

AARS

Residential: 4 Hours x \$125.00 = \$500.00

2-4 Family: 5 Hours x \$125.00 = \$625.00

Agricultural: 7 Hours x \$125.00 = \$875.00

Commercial: 7 Hours X \$125.00 = \$875.00

SME

Residential: 5 Hours x \$125.00 = \$625.00

2-4 Family: 5 Hours x \$125.00 = \$625.00

Agricultural: 12 Hours x \$125.00 = \$1500.00

Commercial: 12 Hours X \$125.00 = \$1500.00

In the case of extenuating circumstances, an unusually complex appraisal review assignment, or if the matter proceeds to hearing, the Board reserves the right to renegotiate the compensation rate and/or maximum amount, prior to the execution of, or agreed to in, the SME Services Agreement or the Credentialing Applicant Appraisal Review Services Agreement. If an SME contractor or AARS contractor determines that the compensation rate and/or maximum amount in the contract should be amended, such request, along for the reasons for making such request, must be made to the Board in writing. The Board will review the request and circumstances at its next regular meeting and make a determination to amend the contract or deny the request.

Compensation will only be paid if terms of contractual agreement are successfully completed in full. If the contractor’s performance is found to not be satisfactory in accordance with the Appraisal Review Services Contractor Program, the Board reserves the right to reduce the compensation, or not make payment due to breach of contract.



301 Centennial Mall South, First Floor
 PO Box 94963
 Lincoln, NE 68509-4963
<https://appraiser.ne.gov/>
 402-471-9015

Board Number: _____
Date Received: _____
For Board Use Only

APPLICATION FOR APPROVAL AS A QUALIFYING EDUCATION ACTIVITY IN NEBRASKA

This application is to be used by an education provider applying for approval of a qualifying education activity or resubmission of an approved qualifying education activity. A separate application form must be filed for each qualifying education activity submitted for approval. Applicants should carefully read Chapter 6 of Title 298 of the Nebraska Administrative Code before completing the information below. Any application deemed to be incomplete may be returned.

Education Provider Information

Education Provider Name: _____

Contact Person Name: _____
Last
First
Middle

Address: _____
PO Box or Street Number
City
State
Zip Code + 4

_____ Email Address Area Code + Phone Number

Qualifying Education Activity Information

Per the Real Property Appraiser Qualifications Criteria effective on January 1, 2022, synchronous educational offering means, the instructor and students interact simultaneously online, similar to a phone call, video chat or live webinar, or web-based meeting; asynchronous educational offering means the instructor and students' interaction is non-simultaneous, and the student progresses at their own pace and follows a structured content and quiz/exam schedule.

Activity Title: _____

Activity Length (Hours): _____

Except for semester hours received from an accredited college or university, fifty minutes engaged in instruction equals one hour for all activities. The prescribed number of activity hours includes time for examinations. Each qualifying education activity shall be at least 15 hours in length, not to exceed eight hours per day. At least a one-half hour break shall be given to attendee(s) by no later than the end of four hours of class in any day. Except for qualifying education included as curriculum in a degree program of an accredited college or university that has had all or part of its curriculum approved by the Appraiser Qualifications Board of The Appraisal Foundation, one semester credit hour received from an accredited college or university equals fifteen classroom hours of instruction.

Activity Setting: Classroom Synchronous Asynchronous Hybrid

The activity is being submitted for approval as: Core Curriculum Course Subject Matter Elective

AQB CAP/ Degree in Real Estate Approved Education Activity: Yes No

This submission is a: New Qualifying Education Activity Resubmission of an Approved Qualifying Education Activity

Qualifying Education Activity Secondary Provider: Yes No

Resubmission Information

If *New Qualifying Education Activity* is selected under QUALIFYING EDUCATION ACTIVITY INFORMATION, proceed to APPLICATION CHECKLIST.

If *Resubmission of an Approved Qualifying Education Activity* is selected under QUALIFYING EDUCATION ACTIVITY INFORMATION, the reason for resubmission is:

- There is a change in the status of approval by the Appraiser Qualifications Board of The Appraisal Foundation through its Course Approval Program.
- There is a change in the status of the 298 NAC Chapter 6, § 001.15 qualifications under which distance education activity was approved.
- There is a substantial change to the materials, presentation, or policies.
- There is a change in the qualifications as specified in 298 NAC, Chapter 6 §, 005 for any instructor.
- One or more instructors are added or removed by the education provider.
- The materials, theories, and/or methodologies are no longer current.
- The activity content and/or policies are no longer communicated or as administered as approved.
- There is a change to a secondary provider's rights to the activity.

Application Checklist

All materials submitted to the Board related to an Application for Approval as a Qualifying Education Activity in Nebraska are for Board use only and shall be retained by the Board. Except for the completed application, the non-refundable \$50.00 application fee, and a written explanation of the reason for resubmission, if *Resubmission of an Approved Qualifying Education Activity* is selected under QUALIFYING EDUCATION ACTIVITY INFORMATION, only the items that have changed since the last submission need to be included.

General

Required for all qualifying education activities.

- Completed application.
- Non-refundable \$50.00 application fee.
- A document certifying completion issued to each attendee upon completion of any qualifying education activity. The document includes the name of education provider, signature of education provider and/or instructor, name of activity as approved, location at which activity was conducted or presentation method, date(s) activity was conducted, number of hours, pass or fail statement, and name of attendee, **or** be an official transcript from a university or college that includes the name of activity as approved, the number of credit hours awarded, and the name of the attendee.

AND if Yes is selected for Qualifying Education Activity Secondary Provider under QUALIFYING EDUCATION ACTIVITY INFORMATION:

- Evidence that the rights to the qualifying education activity have been purchased or lawfully acquired from the education provider that owns the rights to the activity materials.

AND if *Resubmission of an Approved Qualifying Education Activity* is selected under QUALIFYING EDUCATION ACTIVITY INFORMATION:

- A written explanation of the reason for resubmission.

AND if Yes is selected for AQB CAP/Degree in Real Estate Approved Education Activity under QUALIFYING EDUCATION ACTIVITY INFORMATION and qualifying education activity is included as curriculum in a degree program of an accredited college or university that has had all or part of its curriculum approved by the Appraiser Qualifications Board of The Appraisal Foundation,:

- A syllabus.

Non-AQB CAP/Degree in Real Estate Approved Qualifying Education Activities

For an activity not approved by the Appraiser Qualifications Board of The Appraisal Foundation through its Course Approval Program for qualifying education, or is not included as curriculum in a degree program of an accredited college or university that has had all or part of its curriculum approved by the Appraiser Qualifications Board of The Appraisal Foundation, submit the following:

- An activity description that clearly describes the content.
- All learning objectives that meet the requirements of 298 NAC Chapter 6, § 002.02A.2d.
- An instructor policy that requires the use of instructors who meet the requirements of 298 NAC Chapter 6, § 005.
- All student and instructor materials that meet the requirements of 298 NAC Chapter 6, § 002.02A.2e.
- A timed outline/activity matrix that accounts for the general flow and recommended time spent on topics contained within the activity and reflects hours of credit per topic.
- A record retention policy that requires that a record of attendance for each activity is maintained for a period of at least five years.
- An attendance policy that meets the requirements of 298 NAC Chapter 6, § 002.02A.2h.
- A ~~proctored~~-closed-book final examination-proctored in person or remotely by an official approved by the education provider that meets the requirements of 298 Chapter 6, § 002.02A.2f. Bio-metric proctoring is acceptable. The examination may be written on paper or administered electronically on a computer workstation or other device. Oral exams are not acceptable.

Distance Education Qualifying Education Activities

~~If Synchronous, Asynchronous, or Hybrid is selected under QUALIFYING EDUCATION ACTIVITY INFORMATION, submit:~~

~~Evidence that the written, closed-book final examination, is proctored in person or remotely proctored by an official approved by the education provider. Bio-metric proctoring is acceptable. The examination may be written on paper or administered electronically on a computer workstation or other device. Oral exams are not acceptable.~~

If *Asynchronous* or *Hybrid* (in which the learning environment includes ~~Asynchronous~~ interaction) is selected under QUALIFYING EDUCATION ACTIVITY INFORMATION, submit evidence of delivery mechanism approval from one of the following sources:

- The Appraiser Qualifications Board of The Appraisal Foundation.

OR

- An organization approved by the Appraiser Qualifications Board of The Appraisal Foundation that provides approval of activity design and delivery (Secondary providers must have approval under own name). IDECC/ARELLO are acceptable.

OR

- Is conducted by an accredited college, community college, or university that offers distance education programs and is approved or accredited by the Commission on Colleges, a regional or national accreditation association, or by an accrediting agency that is recognized by the U.S. Secretary of Education, that awards academic credit for the distance education courses or that maintains an education delivery program that approves activity design and delivery that incorporate interactivity, **AND**
- The activity provides interaction in a reciprocal environment where the student has verbal or written communication with the instructor.

Instructor Information

An instructor is an individual who is responsible for ensuring that the activity content is communicated to the activity's audience as presented to the Board for approval, and that the activity contributes to the quality of valuation services provided to the public. An individual who communicates assigned materials or a portion of activity content under the authorization of the education provider, but is not responsible for the activity content, is not an instructor.

If reporting more than two instructors for the activity, submit the form titled, "Supplemental Instructor Information for Education Activity Application" at <https://appraiser.ne.gov/Education/>

Instructor Name: _____		
Last	First	Middle

Email Address	Area Code + Phone Number	

Is the instructor a Nebraska real property appraiser or hold an appraiser license, registration, or certification in any other jurisdiction?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is the instructor an AQB Certified USPAP Instructor by the Appraiser Qualifications Board of The Appraisal Foundation? <i>Required if the activity is a 15-Hour National USPAP Course</i>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
An instructor for any continuing education activity must satisfy at least one of the following qualifications: <i>Select one option only</i>		
<input type="checkbox"/> Hold a bachelor's degree in any field and have at least three years of experience directly related to the subject matter to be taught;		
<input type="checkbox"/> Hold a master's degree or higher in any field and have at least one year of experience directly related to the subject matter to be taught;		
<input type="checkbox"/> Hold a master's degree or higher in a field that is directly related to the subject matter to be taught;		
<input type="checkbox"/> Have five years of real property appraisal practice teaching experience directly related to the subject matter to be taught; or		
<input type="checkbox"/> Have seven years of real property appraisal practice experience directly related to the subject matter to be taught.		

Instructor Name: _____		
Last	First	Middle

Email Address	Area Code + Phone Number	

Is the instructor a Nebraska real property appraiser or hold an appraiser license, registration, or certification in any other jurisdiction?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is the instructor an AQB Certified USPAP Instructor by the Appraiser Qualifications Board of The Appraisal Foundation? <i>Required if the activity is a 15-Hour National USPAP Course</i>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
An instructor for any continuing education activity must satisfy at least one of the following qualifications: <i>Select one option only</i>		
<input type="checkbox"/> Hold a bachelor's degree in any field and have at least three years of experience directly related to the subject matter to be taught;		
<input type="checkbox"/> Hold a master's degree or higher in any field and have at least one year of experience directly related to the subject matter to be taught;		
<input type="checkbox"/> Hold a master's degree or higher in a field that is directly related to the subject matter to be taught;		
<input type="checkbox"/> Have five years of real property appraisal practice teaching experience directly related to the subject matter to be taught; or		
<input type="checkbox"/> Have seven years of real property appraisal practice experience directly related to the subject matter to be taught.		

General Requirements

1. The Board may at any time conduct an audit of any approved education activity to verify that the activity is being conducted in accordance with the Real Property Appraiser Act and Title 298 as approved. If requested, electronic access will be provided to the Board for any approved online education activity. The electronic access must provide administrative rights that allow for access to the activity, quizzes, and examinations without having to take the distance education activity in sequential order and without having to take quizzes or examinations to proceed with the activity. In addition, at the Board's request, a transcript of the distance education activity must be provided to the Board.
2. The Board may at any time review activity and instructor materials approved by the Appraiser Qualifications Board of The Appraisal Foundation through its Course Approval Program to verify that the activity and/or instructor(s) meets the requirements of the Real Property Appraiser Act and Title 298 as approved.
3. Approval of activities does not transfer from one education provider to another, unless one education provider obtains the legal rights to all activities of another education provider. The expiration date of any continuing education activity will remain the same as approved under the previous education provider.
4. Education providers and instructors will comply with the Nebraska Private Postsecondary Career Schools Act, NEB. REV. STAT § 85-1601, et seq. as applicable.
5. Knowingly offering or attempting to offer a qualifying or continuing education activity as being approved to a real property appraiser or an applicant, without first obtaining approval of the activity, except for activities required by an accredited degree-awarding college or university for completion of a degree in real estate, if the college or university had its curriculum approved by the Appraiser Qualifications Board as qualifying education is a violation of Neb. Rev. Stat. §76-2238(21).
6. All core curriculum courses shall be approved as qualifying education by the Appraiser Qualifications Board of The Appraisal Foundation through its Course Approval Program, or be included as curriculum in a degree program of an accredited college or university that has had all or part of its curriculum approved by the Appraiser Qualifications Board of The Appraisal Foundation.
7. No activity may rely upon a textbook as the primary instructional material. Textbooks are permitted to be used as a background reference for an activity; however, textbooks will not be reviewed as the activity. All activities must contain sufficient stand-alone instructional material supporting the specific activity learning objectives.
8. Any appraisal subject matter elective qualifying education activity must contribute to an attendee's development of real property appraiser related competency in any one or more of the following subjects:
 - (1) Real property appraisal practice,
 - (2) Valuation methodology and/or techniques,
 - (3) Market fundamentals, characteristics, conditions and analysis,
 - (4) Real property concepts, characteristics, and analysis,
 - (5) Real property appraiser and client communication,
 - (6) Computation, and/or
 - (7) Legal considerations.
9. An instructor for any qualifying education activity, continuing education activity, or supervisory real property appraiser and trainee course, must meet qualifications established pursuant to any other applicable law.
10. The standing of an instructor identified on an education provider's application submitted for approval, who holds a credential as a real property appraiser in Nebraska or any other jurisdiction, may be verified through the Appraiser Registry of the Appraisal Subcommittee for the Federal Financial Institutions Examination Council.
11. An instructor for any qualifying education activity, continuing education activity, or supervisory real property appraiser and trainee course, who holds a credential as a real property appraiser in Nebraska or any other jurisdiction shall maintain each credential in good standing in accordance with the laws of the jurisdiction in which each credential is held, not have had a credential revoked, suspended, or have surrendered a credential in lieu of disciplinary action within three years; and not have had disciplinary action taken against his or her credential that may constitute a violation of NEB. REV. STAT. § 76-2238 within three years.
12. Any instructor of the qualifying education fifteen-hour National Uniform Standards of Professional Appraisal Practice Course, the continuing education seven-hour National Uniform Standards of Professional Appraisal Practice Update Course, and/or the supervisory real property appraiser and trainee course, must be an AQB Certified USPAP Instructor by the Appraiser Qualifications Board of The Appraisal Foundation.
13. An instructor for any qualifying education activity, must satisfy the education provider's instructor policy that requires the use of instructors who meet the requirements of the Nebraska Real Property Appraiser Act and 298 NAC Chapter 6, § 005.

I hereby attest that I have included all required materials, complied with all the listed requirements, completed the submitted application in its entirety, and that all statements and materials are true and correct to the best of my knowledge and belief. I understand that, should this application be found to be incomplete, that it may be considered invalid and be returned. Furthermore, I understand that if the Board finds that one or more statements made in this application, or materials submitted with this application, are not true and correct, the Board may deny the application.

Print Name: _____
Last First Middle

Signature Date

Rescinding Approval

- The Board may rescind approval of a qualifying education activity if the Board finds:
 - Falsification of information submitted for activity approval,
 - A change in approval by Appraiser Qualifications Board of The Appraisal Foundation through its Course Approval Program,
 - A change in the status of the 298 NAC Chapter 6, § 001.15 qualifications under which distance education activity was approved,
 - Substantial errors and/or deficiencies in the materials or presentation,
 - The materials, theories, and/or methodologies are not current and/or practical,
 - The activity has not been offered for a period of at least five years from the last date of completion or the approval date if activity has not been offered,
 - The instructor(s) responsible for the activity content and presentation do not meet the qualifications specified in 298 NAC Chapter 6, § 005,
 - The activity content and/or policies are not communicated or administered as approved,
 - A material violation of the Real Property Appraiser Act or Title 298 by the education provider or instructor for the activity, or
 - There is a change to a secondary provider's rights to the activity.
- If the Board finds reason to rescind its approval of an activity, the Board will provide written notice to the education provider that includes a description of the reasons for rescinding approval found by the Board. The education provider has 60 days from the date of notice to provide a written response to the Board's notice. If the response is satisfactory to the Board, the Board will not rescind its approval. If the response is not satisfactory to the Board, the Board may rescind approval of the activity. If approval is rescinded, the education provider may file a new application for approval of the qualifying education activity, and if so, meet the requirements in place at the time a new application is submitted to the Board.

Directions

- Complete entire application. If required information is not provided, application will be considered incomplete and may be returned.
- Along with the application, all information requested in the APPLICATION CHECKLIST section, as applicable, must be included.
- Mail application, fee, and supporting documentation to:
NEBRASKA REAL PROPERTY APPRAISER BOARD
PO BOX 94963
LINCOLN NE 68509-4963
- Questions or concerns may be directed to Board staff at 402-471-9015 or nrpab.education@nebraska.gov.



301 Centennial Mall South, First Floor
PO Box 94963
Lincoln, NE 68509-4963
<https://appraiser.ne.gov/>
402-471-9015

Board Number: _____
Date Received: _____
For Board Use Only

APPLICATION FOR APPROVAL AS A CONTINUING EDUCATION ACTIVITY IN NEBRASKA

This application is to be used by an education provider applying for approval of a continuing education activity or resubmission of an approved continuing education activity. A separate application form must be filed for each continuing education activity submitted for approval. Applicants should carefully read Chapter 6 of Title 298 of the Nebraska Administrative Code before completing the information below. Any application deemed to be incomplete may be returned.

Education Provider Information

Education Provider Name: _____

Contact Person Name: _____
Last
First
Middle

Address: _____
PO Box or Street Number
City
State
Zip Code + 4

_____ Email Address Area Code + Phone Number

Continuing Education Activity Information

Per the Real Property Appraiser Qualifications Criteria effective on January 1, 2022, synchronous educational offering means, the instructor and students interact simultaneously online, similar to a phone call, video chat or live webinar, or web-based meeting; asynchronous educational offering means the instructor and students' interaction is non-simultaneous, and the student progresses at their own pace and follows a structured course content and quiz/exam schedule.

Activity Title: _____

Activity Length (Hours): _____

Except for semester hours received from an accredited college or university, fifty minutes engaged in instructions equals one hour for all activities. The prescribed number of activity hours includes time for examinations, if applicable. Each continuing education activity shall be at least two hours in length, not to exceed eight hours per day. At least a one-half hour break shall be given to credential holder(s) by no later than the end of four hours of class in any day.

Activity Setting: Classroom Synchronous Asynchronous Hybrid

The activity is being submitted for approval as: Seven-hour National USPAP Update Course Other

AQB CAP Approval: Yes No

This submission is a: New Continuing Education Activity Resubmission of an Approved Continuing Education Activity

Continuing Education Activity Secondary Provider: Yes No

Resubmission Checklist

If *New Continuing Education Activity* is selected under CONTINUING EDUCATION ACTIVITY INFORMATION, proceed to APPLICATION CHECKLIST.

If *Resubmission of an Approved Continuing Education Activity* is selected under CONTINUING EDUCATION ACTIVITY INFORMATION, the reason for resubmission is:

- There is a change in the status of approval by the Appraiser Qualifications Board of The Appraisal Foundation through its Course Approval Program.
- There is a change in the status of the 298 NAC, Chapter 6 §001.15 qualifications under which a distance education activity was approved.
- There is a substantial change to the materials, presentation, or policies.
- There is a change in the qualifications as specified in 298 NAC, Chapter 6, § 005 for any instructor.
- One or more instructors are added or removed by the education provider.
- The materials, theories, and/or methodologies are no longer current.
- The activity content and/or policies are no longer communicated or administered as approved.
- There is a change to a secondary provider's rights to the activity.

Application Checklist

All materials submitted to the Board related to an Application for Approval as a Continuing Education Activity in Nebraska are for Board use only and shall be retained by the Board. Except for the completed application, the non-refundable \$25.00 application fee, and a written explanation of the reason for resubmission, if *Resubmission of an Approved Continuing Education Activity* is selected under CONTINUING EDUCATION ACTIVITY INFORMATION, only the items that have changed since the last submission need to be included.

General

Required for all continuing education activities.

- Completed application.
- Non-refundable \$25.00 application fee.
- A document certifying completion issued to each attendee upon completion of any continuing education activity. The document includes the name of education provider, signature of education provider and/or instructor, name of activity as approved, location at which activity was conducted or presentation method, date(s) activity was conducted, number of hours, pass or fail statement, and name of attendee, **or** be an official transcript from a university or college that includes the name of activity as approved, the number of credit hours awarded, and the name of the attendee.

AND if Yes is selected for Continuing Education Activity Secondary Provider under CONTINUING EDUCATION ACTIVITY INFORMATION:

- Evidence that the rights to the continuing education activity have been purchased or lawfully acquired from the education provider that owns the rights to the activity materials.

AND if *Resubmission of an Approved Continuing Education Activity* is selected under CONTINUING EDUCATION ACTIVITY INFORMATION:

- A written explanation of the reason for resubmission.

Non-AQB Approved Continuing Education Activities

For an activity not approved by the Appraiser Qualifications Board of The Appraisal Institute through its Course Approval Program for continuing education, submit the following:

- An activity description that clearly describes the content.
- All student and instructor materials that meet the requirements of 298 NAC Chapter 6, §002.02A.2e.
- All learning objectives that meet the requirements of 298 NAC Chapter 6 § 002.02A.2d.
- A record retention policy that requires that a record of attendance for each activity is maintained for a period of at least five years.
- An instructor policy that requires the use of instructors who meet the requirements of NAC Chapter 6, § 005.
- An attendance policy that meets the requirements of 298 NAC Chapter 6, §002.02A.2h.
- A timed outline/activity matrix that accounts for the general flow and recommended time spent on topics contained within the activity and reflects hours of credit per topic.
- If applicable, a closed-book final examination proctored in person or remotely by an official approved by the education provider that meets the requirements of 298 NAC Chapter 6, § 003.02A.2f. Bio-metric proctoring is acceptable. The examination may be written on paper or administered electronically on a computer workstation or other device. Oral exams are not acceptable.

Distance Education Continuing Education Activities

If ~~Synchronous~~, Asynchronous, or Hybrid (in which the learning environment includes Asynchronous interaction) is selected under CONTINUING EDUCATION ACTIVITY INFORMATION, submitted education activity includes:

- ~~Evidence of a closed-book final examination, that is proctored in person or remotely proctored by an official approved by the education provider. Bio-metric proctoring is acceptable. The examination may be written on paper or administered electronically on a computer workstation or other device. Oral exams are not acceptable.~~

OR

- ~~Successful completion of prescribed activity mechanisms required to demonstrate knowledge of the subject matter.~~

If Asynchronous or Hybrid (in which the learning environment includes asynchronous interaction) is selected under CONTINUING EDUCATION ACTIVITY INFORMATION, evidence of delivery mechanism approval from one of the following sources:

- The Appraiser Qualifications Board of The Appraisal Foundation.

OR

- An organization approved by the Appraiser Qualifications Board of The Appraisal Foundation that provides approval of activity design and delivery (Secondary providers must have approval under own name). IDECC/ARELLO are acceptable.

OR

- Is conducted by an accredited college, community college, or university that offers distance education programs and is approved or accredited by the Commission on Colleges, a regional or national accreditation association, or by an accrediting agency that is recognized by the U.S. Secretary of Education, that awards academic credit for the distance education courses or that maintains an education delivery program that approves activity design and delivery that incorporate interactivity (If no closed-book final examination is included, evidence of prescribed activity mechanisms must be submitted with the application), **AND**

- The activity provides interaction in a reciprocal environment where the student has verbal or written communication with the instructor.

Instructor Information

An instructor is an individual who is responsible for ensuring that the activity content is communicated to the activity's audience as presented to the Board for approval, and that the activity contributes to the quality of valuation services provided to the public. An individual who communicates assigned materials or a portion of activity content under the authorization of the education provider, but is not responsible for the activity content, is not an instructor.

If reporting more than two instructors for the activity, submit the form titled, "Supplemental Instructor Information for Education Activity Application" at <https://appraiser.ne.gov/Education/>

Instructor Name: _____		
Last	First	Middle

Email Address	Area Code + Phone Number	

Is the instructor a Nebraska real property appraiser or hold an appraiser license, registration, or certification in any other jurisdiction?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is the instructor an AQB Certified USPAP Instructor by the Appraiser Qualifications Board of The Appraisal Foundation? <i>Required if the activity is a seven-hour National USPAP Update Course</i>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
An instructor for any continuing education activity must satisfy at least one of the following qualifications: <i>Select one option only</i>		
<input type="checkbox"/> Hold a bachelor's degree in any field and have at least three years of experience directly related to the subject matter to be taught;		
<input type="checkbox"/> Hold a master's degree or higher in any field and have at least one year of experience directly related to the subject matter to be taught;		
<input type="checkbox"/> Hold a master's degree or higher in a field that is directly related to the subject matter to be taught;		
<input type="checkbox"/> Have five years of real property appraisal practice teaching experience directly related to the subject matter to be taught; or		
<input type="checkbox"/> Have seven years of real property appraisal practice experience directly related to the subject matter to be taught.		

Instructor Name: _____		
Last	First	Middle

Email Address	Area Code + Phone Number	

Is the instructor a Nebraska real property appraiser or hold an appraiser license, registration, or certification in any other jurisdiction?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is the instructor an AQB Certified USPAP Instructor by the Appraiser Qualifications Board of The Appraisal Foundation? <i>Required if the activity is a seven-hour National USPAP Update Course</i>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
An instructor for any continuing education activity must satisfy at least one of the following qualifications: <i>Select one option only</i>		
<input type="checkbox"/> Hold a bachelor's degree in any field and have at least three years of experience directly related to the subject matter to be taught;		
<input type="checkbox"/> Hold a master's degree or higher in any field and have at least one year of experience directly related to the subject matter to be taught;		
<input type="checkbox"/> Hold a master's degree or higher in a field that is directly related to the subject matter to be taught;		
<input type="checkbox"/> Have five years of real property appraisal practice teaching experience directly related to the subject matter to be taught; or		
<input type="checkbox"/> Have seven years of real property appraisal practice experience directly related to the subject matter to be taught.		

General Requirements

1. The Board may at any time conduct an audit of any approved education activity to verify that the activity is being conducted in accordance with the Real Property Appraiser Act and Title 298 as approved. If requested, electronic access will be provided to the Board for any approved online education activity. The electronic access must provide administrative rights that allow for access to the activity, quizzes, and examinations, without having to take the distance education activity in sequential order and without having to take quizzes to examinations to proceed with the activity.
2. The Board may at any time review activity and instructor materials approved by the Appraiser Qualifications Board of The Appraisal Foundation through its Course Approval Program to verify that the activity and/or instructor(s) meets the requirements of the Real Property Appraiser Act and Title 298 as approved.
3. Approval of activities does not transfer from one education provider to another, unless one education provider obtains the legal rights to all activities of another education provider. The expiration date of any continuing education activity will remain the same as approved under the previous education provider.
4. Education providers and instructors will comply with the Nebraska Private Postsecondary Career Schools Act, NEB. REV. STAT § 85-1601, et seq. as applicable.
5. Knowingly offering or attempting to offer a qualifying or continuing education activity as being approved to a real property appraiser or an applicant, without first obtaining approval of the activity, except for activities required by an accredited degree-awarding college or university for completion of a degree in real estate, if the college or university had its curriculum approved by the Appraiser Qualifications Board as qualifying education is a violation of Neb. Rev. Stat. § 76-2238(21).
6. Any continuing education activity must contribute to a credential holder's development of real property appraiser related skill, knowledge, and competency in any one or more of the following subjects:
 - (1) Real property appraisal practice,
 - (2) Valuation methodology and/or techniques,
 - (3) Market fundamentals, characteristics, conditions, and analysis,
 - (4) Real property concepts, characteristics, and analysis,
 - (5) Communication,
 - (6) Arbitration, dispute resolution
 - (7) Ethics and standards of professional practice, USPAP
 - (8) Valuation Bias, fair housing, and/ or equal opportunity
 - (9) Land use, planning, zoning
 - (10) Management, leasing, timesharing,
 - (11) Property development, partial interests,
 - (12) Real Estate law, easements, and legal interests,
 - (13) Real estate litigation, damages, condemnation,
 - (14) Real estate financing and investment,
 - (15) Real property appraisal-related computer applications,
 - (16) Real estate securities and syndication,
 - (17) Seller concessions and impact on value, and/or
 - (18) Energy-efficient items and "green building" appraisals.
7. An activity in which the primary purpose is training in the use of a specific software, and not utilization of a software to improve competency in in any of the previously listed subjects does not meet the requirements for approval as a continuing education activity.
8. No activity may rely upon a textbook as the primary instructional material. Textbooks are permitted to be used as a background reference for an activity; however, textbooks will not be reviewed as the activity. All activities must contain sufficient stand-alone instructional material supporting the specific activity learning objectives.
9. An instructor for any qualifying education activity, continuing education activity, or supervisory real property appraiser and trainee course, must meet qualifications established pursuant to any other applicable law.
10. An instructor for any qualifying education activity, continuing education activity, or supervisory real property appraiser and trainee course, who holds a credential as a real property appraiser in Nebraska or any other jurisdiction shall maintain each credential in good standing in accordance with the laws of the jurisdiction in which each credential is held, not have had a credential revoked, suspended, or have surrendered a credential in lieu of disciplinary action within three years; and not have had disciplinary action taken against his or her credential that may constitute a violation of NEB. REV. STAT. § 76-2238 within three years.
11. The standing of an instructor identified on an education provider's application submitted for approval, who holds a credential as a real property appraiser in Nebraska or any other jurisdiction, may be verified through the Appraiser Registry of the Appraisal Subcommittee for the Federal Financial Institutions Examination Council.



NEBRASKA REAL PROPERTY APPRAISER CREDENTIALING APPLICANT APPRAISAL REVIEW SERVICES AGREEMENT

This Nebraska Real Property Appraiser Credentialing Applicant Appraisal Review Services Agreement (“Agreement”) is entered into between the Nebraska Real Property Appraiser Board (“Agency”) and (“Contractor”), who holds credential number issued by the Nebraska Real Property Appraiser Board.

Contractor shall complete appraisal review report(s) in accordance with Standards 3 and 4 of the National Uniform Standards of Professional Appraisal Practice (“USPAP”), and provide technical expertise to the Agency as needed to assist the Board with its evaluation of the listed applicant’s experience for credentialing as a real property appraiser in the State of Nebraska.

Applicant Number:

Credential Applied For:

Appraisal Report(s):

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

SECTION 1. QUALIFICATIONS

- A. Contractor shall meet the following qualifications at the time this Agreement between Contractor and the Agency is executed:
1. Contractor shall possess an active credential as a certified residential or certified general real property appraiser in the State of Nebraska, or obtain a temporary credential as a certified residential or certified general real property appraiser prior to engaging in real property appraisal activity in this state.
 2. Contractor's real property appraiser credential, or appraiser credential, license, registration, or certification issued by any other jurisdiction, shall not have been disciplined, revoked, suspended, or surrendered in lieu of disciplinary action pending or threatened within the immediate two-year period preceding the date of this contract.
 3. Disciplinary proceedings pending against Contractor's real property appraiser credential, or appraiser credential, license, registration, or certification issued by any other jurisdiction shall be disclosed.
 4. Contractor's real property appraiser credential, or appraiser credential, license, registration, or certification issued by any other jurisdiction shall not be under investigation.
 5. Contractor shall not have been convicted of any crime of fraud, dishonesty, breach of trust, money laundering, misrepresentation, or deceit, including a conviction based upon a plea of guilty or nolo contendere involving real estate, financial services, or in the making of an appraisal.
 6. Contractor shall possess the ability necessary to communicate effectively, concisely and objectively with Board staff and as an expert witness if required.
 7. Contractor shall possess a reputation for honesty, trustworthiness and producing quality work within the appraiser industry.
 8. Contractor shall have completed the Seven-hour National Uniform Standards of Professional Appraisal Practice Update Course as approved by the Appraiser Qualifications Board applicable to the development and reporting of the appraisal report(s) subject to review under this agreement.
- B. The Nebraska Real Property Appraiser Board shall be notified immediately in writing if Contractor no longer meets the qualifications in place at the time this Agreement between Contractor and the Agency is executed. If any party makes such request, Contractor must promptly disqualify him- or herself.

SECTION 2. SCOPE OF SERVICE

- A. Contractor shall become familiar with the appropriate federal requirements, including but not limited to USPAP, state statutes and regulations relevant to this assignment.
- B. If necessary, Contractor shall become familiar with the procedures generally applicable to administrative hearings, and become familiar with appropriate state statutes and regulations relevant to administrative hearings.
- C. Contractor shall be competent and available to perform the services required in this contract in an ethical manner, and must discern those cases in which he or she may be disqualified from proceeding and must promptly disqualify him- or herself, regardless of whether there is a request to do so.
- D. Contractor shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, standards, policies, regulations and rules in effect during the term of this Agreement. Contractor shall also not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.
- E. Contractor shall maintain all information, documentation and records required to perform services. In addition, Contractor shall provide all information, documentation and records to the Agency at the Agency's request.
- F. The services provided are deemed personal services and shall be performed only by Contractor and may not be assigned in any manner.

~~G.~~ Contractor shall work in his or her own home and office, except when required otherwise by the Agency for purposes pertaining to this matter, or to attend an administrative hearing concerning this matter:

~~G.~~

~~H.~~ Unless otherwise agreed to by the Agency in writing, Contractor shall complete ~~the~~ review of the subject report for compliance with the Ethics Rule, Competency Rule, Scope of Work Rule, Jurisdictional Exception Rule, Standards Rule ___ 1, and Standards Rule ___ 2; and ~~within 30 days for a residential property, 45 days for agricultural property, or 60 days for any other type of property.~~

~~I.H.~~ Contractor shall develop and communicate ~~a~~ conclusions of compliance or noncompliance in accordance with Standards 3 and 4 of USPAP for the subject any appraisal report concerning this matter as requested by the Agency in writing within 30 days for a residential property, 45 days for agricultural property, or 60 days for any other type of property. All conclusions shall be clear, concise, unremittingly impartial, professional and ethical, ~~and shall address only the minimum standards of USPAP.~~

1. Contractor shall communicate his or her findings for each specific rule in writing and shall not report only that the rule was met or not met. Where applicable, Contractor shall communicate his or her analysis of the methods and techniques employed that are necessary to produce a credible report. Contractor shall state specific violations of ~~USPAP~~the National Uniform Standards of Professional Appraisal Practice, reference the proper ~~rule~~Standard Rule number, and include appropriate documentation and/or information to substantiate each finding.
2. Contractor shall obtain any necessary data, documentation, and/or information required to substantiate each finding. If physical evidence or additional background information is required to substantiate a finding that cannot be obtained in Contractor's everyday course of business, Contractor shall contact the Agency for determination of methodology or person best suited to obtain such physical evidence or background information.
3. The Agency reserves the right to require clarification on any findings, and may also require additional documentation and/or information for substantiation of any findings.
4. The effective date of Contractor's review report is the date of the ~~subject appraisal~~ report under review. Certification date of Contractor's review report is the actual date the review report was completed.
5. The client, and only intended user, is the Nebraska Real Property Appraiser Board.
6. The intended use of the review report is to assist the Agency in establishing compliance or noncompliance with the minimum standards of USPAP for the purpose of the Board's evaluation of qualifications for credentialing.
7. Contractor shall not offer his or her opinion concerning the overall state of the ~~subject any appraisal~~ report reviewed by him ~~or her relevant to this matter~~ regarding compliance or noncompliance with USPAP.
8. Contractor shall not offer his or her opinion concerning analysis, conclusions, practices, or techniques not related or pertinent to the minimum standards in USPAP.

9. Contractor shall not advocate for a specific result or conclusion concerning this matter, and shall not develop and communicate a conclusion with the intent to favor unduly the Nebraska Real Property Appraiser Board or the applicant.
 10. Contractor shall not use inflammatory language in the development or communication of his or her conclusions.
- K. This matter may proceed to an administrative hearing. During the litigation process, Contractor may be requested to defend any findings as a witness for the Nebraska Real Property Appraiser Board.

SECTION 3. COMPENSATION

- A. Subject to any limitations set forth in the Agreement, the Nebraska Real Property Appraiser Board shall pay the Contractor \$125.00 per hour for such services provided. The total compensation for services provided shall not exceed \$. In the case of extenuating circumstances, or if the matter proceeds to hearing, the Board reserves the right to renegotiate the total compensation or hourly rate set forth in this Agreement. Upon completion of the services, Contractor shall provide an invoice to the Agency, which outlines applicant number, appraisal reports reviewed, services performed, hours billed and total amount billed.
- B. Contractor shall only be reimbursed for the cost of travel and lodging expenses pre-approved by the Agency's Director. No other expenses are reimbursable. Costs for travel and lodging shall be claimed, and reimbursements shall be made, in accordance with the Nebraska Real Property Appraiser Board and the State of Nebraska policies.
- C. Contractor is an independent contractor and is not an employee of the State of Nebraska. Consequently, Contractor is not entitled to any fringe benefits or remuneration not specified in this Agreement.

SECTION 4. CONFLICTS OF INTEREST

- A. Contractor covenants that he or she has not acquired any interest, directly or indirectly, which would conflict in any manner with the interests of the Nebraska Real Property Appraiser Board or the applicant, or which would in any way hinder Contractor's performance of services under this Agreement.
- B. Contractor agrees to avoid at all times conflicts of interest or the appearance of any conflicts of interest with the interests of the Nebraska Real Property Appraiser Board or applicant in the performance of this Agreement. If conflicts of interest or the appearance of any conflicts of interests develop, all parties relevant to the matter shall be notified immediately in writing. If any party makes such request, Contractor must promptly disqualify him- or herself.

SECTION 5. CONFIDENTIALITY

- A. All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release, disclose, or discuss any such information or work product to persons or entities other than the Agency or its legal representative without prior written authorization from the Agency's Director, except as may be required by law.
- B. Contractor shall promptly notify Agency should Contractor be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and work performed thereunder. The Nebraska Real Property Appraiser Board has no obligation to represent Contractor or be present at any deposition, hearing, or similar proceeding.

- C. Contractor is not authorized by the Nebraska Real Property Appraiser Board to comment publicly on Nebraska Real Property Appraiser Board matters. All such inquiries should be directed to the Nebraska Real Property Appraiser Board's Director.
- D. If Contractor provides any information or work product in violation of this Agreement, the Nebraska Real Property Appraiser Board shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Contractor's conduct.

SECTION 6. INDEMNIFICATION

- A. Contractor shall indemnify, defend and hold the Nebraska Real Property Appraiser Board harmless from all actions, proceedings, claims, demands, costs, damages, attorney's fees and all other liabilities and expenses of any kind from any source which may arise out of performance of this Agreement, if caused by the tortious acts or omissions of Contractor.

SECTION 7. TERMINATION; DEFAULT

- A. If either Contractor or Nebraska Real Property Appraiser Board fails to perform any material obligation under this Agreement, then, in addition to any other remedies, either Contractor or Nebraska Real Property Appraiser Board may terminate this Agreement immediately upon written notice.
- B. Either party shall have the right to terminate this Agreement upon thirty (30) days' notice to the other party.
- C. Upon termination of the Agreement by either Contractor or Nebraska Real Property Appraiser Board, Contractor shall furnish to Agency a final invoice for work performed under this agreement.
- D. In the event that Contractor is in default under the terms of this Agreement, Nebraska Real Property Appraiser Board shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default and may terminate this Agreement immediately by written notice to the Contractor. It shall constitute an event in default if Contractor, due to death, disability or other unforeseen circumstance is unable to perform services for ten (10) or more days.

SECTION 8. MODIFICATION; WAIVER

- A. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by Contractor and Agency.
- B. Waiver by any party to this Agreement of any term, condition, or covenant shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by Agency of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 9. LAW TO GOVERN; SEVERABILITY

- A. This Agreement shall be interpreted, construed and governed according to the laws of the State of Nebraska.
- B. If a term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

SECTION 10. EXECUTION

Contractor represents and warrants that he or she has the qualifications, experience and facilities necessary to perform properly the services required under this Agreement in an objective, independent, ethical, thorough, competent and professional manner. Contractor shall at all times faithfully, competently and to the best of his or her ability, experience and talent, perform all services described herein. In meeting his or her obligations under this Agreement, Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Contractor under this Agreement. Contractor agrees to perform all services in an expeditious manner and without unnecessary delay. Contractor shall comply with all laws and court rules and comply when laws or rules are repealed, amended, or newly chaptered or adopted, including qualification standards required for the performance of the services.

IT IS THEREFORE AGREED that the parties hereto have caused this Agreement between Contractor and the Agency to be executed for three years or until final disposition of the application in question by the signature of the Director on:

THIS _____ **day of** _____, _____.

CONTRACTOR

, Contractor	Credential Number	Date
--------------	-------------------	------

NEBRASKA REAL PROPERTY APPRAISER BOARD

Tyler N. Kohtz, Director	Date
--------------------------	------



NEBRASKA REAL PROPERTY APPRAISER CREDENTIALING APPLICANT APPRAISAL REVIEW SERVICES AGREEMENT

This Nebraska Real Property Appraiser Credentialing Applicant Appraisal Review Services Agreement (“Agreement”) is entered into between the Nebraska Real Property Appraiser Board (“Agency”) and _____ (“Contractor”), who holds credential number _____ issued by the Nebraska Real Property Appraiser Board, and is an employee of _____ located at _____, whose Employer Identification Number (EIN) is _____.

Contractor shall complete appraisal review report(s) in accordance with Standards 3 and 4 of the National Uniform Standards of Professional Appraisal Practice (“USPAP”), and provide technical expertise to the Agency as needed to assist the Board with its evaluation of the listed applicant’s experience for credentialing as a real property appraiser in the State of Nebraska.

Applicant Number:

Credential Applied For:

Appraisal Report(s):

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

SECTION 1. QUALIFICATIONS

A. Contractor shall meet the following qualifications at the time this Agreement between Contractor and the Agency is executed:

1. Contractor shall possess an active credential as a certified residential or certified general real property appraiser in the State of Nebraska, or obtain a temporary credential as a certified residential or certified general real property appraiser prior to engaging in real property appraisal activity in this state.
2. Contractor's real property appraiser credential, or appraiser credential, license, registration, or certification issued by any other jurisdiction, shall not have been disciplined, revoked, suspended, or surrendered in lieu of disciplinary action pending or threatened within the immediate two-year period preceding the date of this contract.
3. Disciplinary proceedings pending against Contractor's real property appraiser credential, or appraiser credential, license, registration, or certification issued by any other jurisdiction shall be disclosed.
4. Contractor's real property appraiser credential, or appraiser credential, license, registration, or certification issued by any other jurisdiction shall not be under investigation.
5. Contractor shall not have been convicted of any crime of fraud, dishonesty, breach of trust, money laundering, misrepresentation, or deceit, including a conviction based upon a plea of guilty or nolo contendere involving real estate, financial services, or in the making of an appraisal.
6. Contractor shall possess the ability necessary to communicate effectively, concisely and objectively with Board staff and as an expert witness if required.
7. Contractor shall possess a reputation for honesty, trustworthiness and producing quality work within the appraiser industry.
8. Contractor shall have completed the Seven-hour National Uniform Standards of Professional Appraisal Practice Update Course as approved by the Appraiser Qualifications Board applicable to the development and reporting of the appraisal report(s) subject to review under this agreement.

B. The Nebraska Real Property Appraiser Board shall be notified immediately in writing if Contractor no longer meets the qualifications in place at the time this Agreement between Contractor and the Agency is executed. If any party makes such request, Contractor must promptly disqualify him- or herself.

SECTION 2. SCOPE OF SERVICE

- A. Contractor shall become familiar with the appropriate federal requirements, including but not limited to USPAP, state statutes and regulations relevant to this assignment.
- B. If necessary, Contractor shall become familiar with the procedures generally applicable to administrative hearings, and become familiar with appropriate state statutes and regulations relevant to administrative hearings.
- C. Contractor shall be competent and available to perform the services required in this contract in an ethical manner, and must discern those cases in which he or she may be disqualified from proceeding and must promptly disqualify him- or herself, regardless of whether there is a request to do so.
- D. Contractor shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, standards, policies, regulations and rules in effect during the term of this Agreement. Contractor shall also not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.
- E. Contractor shall maintain all information, documentation and records required to perform services. In addition, Contractor shall provide all information, documentation and records to the Agency at the Agency's request.
- F. The services provided are deemed personal services and shall be performed only by Contractor and may not be assigned in any manner.

~~G.~~ Contractor shall work in his or her own home and office, except when required otherwise by the Agency for purposes pertaining to this matter, or to attend an administrative hearing concerning this matter:

~~G.~~

~~H.~~ Unless otherwise agreed to by the Agency in writing, Contractor shall complete ~~the~~ review of the subject report for compliance with the Ethics Rule, Competency Rule, Scope of Work Rule, Jurisdictional Exception Rule, Standards Rule ___ 1, and Standards Rule ___ 2; and ~~within 30 days for a residential property, 45 days for agricultural property, or 60 days for any other type of property.~~

~~I.H.~~ Contractor shall develop and communicate ~~a~~ conclusions of compliance or noncompliance in accordance with Standards 3 and 4 of USPAP for the subject any appraisal report concerning this matter as requested by the Agency in writing within 30 days for a residential property, 45 days for agricultural property, or 60 days for any other type of property. All conclusions shall be clear, concise, unremittingly impartial, professional and ethical, ~~and shall address only the minimum standards of USPAP.~~

1. Contractor shall communicate his or her findings for each specific rule in writing and shall not report only that the rule was met or not met. Where applicable, Contractor shall communicate his or her analysis of the methods and techniques employed that are necessary to produce a credible report. Contractor shall state specific violations of ~~USPAP~~the National Uniform Standards of Professional Appraisal Practice, reference the proper ~~rule~~Standard Rule number, and include appropriate documentation and/or information to substantiate each finding.
2. Contractor shall obtain any necessary data, documentation, and/or information required to substantiate each finding. If physical evidence or additional background information is required to substantiate a finding that cannot be obtained in Contractor's everyday course of business, Contractor shall contact the Agency for determination of methodology or person best suited to obtain such physical evidence or background information.
3. The Agency reserves the right to require clarification on any findings, and may also require additional documentation and/or information for substantiation of any findings.
4. The effective date of Contractor's review report is the date of the ~~subject appraisal~~ report under review. Certification date of Contractor's review report is the actual date the review report was completed.
5. The client, and only intended user, is the Nebraska Real Property Appraiser Board.
6. The intended use of the review report is to assist the Agency in establishing compliance or noncompliance with the minimum standards of USPAP for the purpose of the Board's evaluation of qualifications for credentialing.
7. Contractor shall not offer his or her opinion concerning the overall state of the ~~subject any appraisal~~ report reviewed by him ~~or her relevant to this matter~~ regarding compliance or noncompliance with USPAP.
8. Contractor shall not offer his or her opinion concerning analysis, conclusions, practices, or techniques not related or pertinent to the minimum standards in USPAP.

9. Contractor shall not advocate for a specific result or conclusion concerning this matter, and shall not develop and communicate a conclusion with the intent to favor unduly the Nebraska Real Property Appraiser Board or the applicant.
 10. Contractor shall not use inflammatory language in the development or communication of his or her conclusions.
- K. This matter may proceed to an administrative hearing. During the litigation process, Contractor may be requested to defend any findings as a witness for the Nebraska Real Property Appraiser Board.

SECTION 3. COMPENSATION

- A. Subject to any limitations set forth in the Agreement, the Nebraska Real Property Appraiser Board shall pay the Contractor \$125.00 per hour for such services provided. Payment may be made to Contractor's Employer identified on Page 1 of this Agreement. The total compensation for services provided shall not exceed \$. In the case of extenuating circumstances, or if the matter proceeds to hearing, the Board reserves the right to renegotiate the total compensation or hourly rate set forth in this Agreement. Upon completion of the services, Contractor shall provide an invoice to the Agency, which outlines applicant number, appraisal reports reviewed, services performed, hours billed and total amount billed.
- B. Contractor shall only be reimbursed for the cost of travel and lodging expenses pre-approved by the Agency's Director. No other expenses are reimbursable. Costs for travel and lodging shall be claimed, and reimbursements shall be made, in accordance with the Nebraska Real Property Appraiser Board and the State of Nebraska policies.
- C. Contractor is an independent contractor and is not an employee of the State of Nebraska. Consequently, Contractor is not entitled to any fringe benefits or remuneration not specified in this Agreement.

SECTION 4. CONFLICTS OF INTEREST

- A. Contractor covenants that he or she has not acquired any interest, directly or indirectly, which would conflict in any manner with the interests of the Nebraska Real Property Appraiser Board or the applicant, or which would in any way hinder Contractor's performance of services under this Agreement.
- B. Contractor agrees to avoid at all times conflicts of interest or the appearance of any conflicts of interest with the interests of the Nebraska Real Property Appraiser Board or applicant in the performance of this Agreement. If conflicts of interest or the appearance of any conflicts of interests develop, all parties relevant to the matter shall be notified immediately in writing. If any party makes such request, Contractor must promptly disqualify him- or herself.

SECTION 5. CONFIDENTIALITY

- A. All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release, disclose, or discuss any such information or work product to persons or entities other than the Agency or its legal representative without prior written authorization from the Agency's Director, except as may be required by law.
- B. Contractor shall promptly notify Agency should Contractor be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and work performed thereunder. The Nebraska Real Property

Appraiser Board has no obligation to represent Contractor or be present at any deposition, hearing, or similar proceeding.

- C. Contractor is not authorized by the Nebraska Real Property Appraiser Board to comment publicly on Nebraska Real Property Appraiser Board matters. All such inquiries should be directed to the Nebraska Real Property Appraiser Board's Director.
- D. If Contractor provides any information or work product in violation of this Agreement, the Nebraska Real Property Appraiser Board shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Contractor's conduct.

SECTION 6. INDEMNIFICATION

- A. Contractor shall indemnify, defend and hold the Nebraska Real Property Appraiser Board harmless from all actions, proceedings, claims, demands, costs, damages, attorney's fees and all other liabilities and expenses of any kind from any source which may arise out of performance of this Agreement, if caused by the tortious acts or omissions of Contractor.

SECTION 7. TERMINATION; DEFAULT

- A. If either Contractor or Nebraska Real Property Appraiser Board fails to perform any material obligation under this Agreement, then, in addition to any other remedies, either Contractor or Nebraska Real Property Appraiser Board may terminate this Agreement immediately upon written notice.
- B. Either party shall have the right to terminate this Agreement upon thirty (30) days' notice to the other party.
- C. Upon termination of the Agreement by either Contractor or Nebraska Real Property Appraiser Board, Contractor shall furnish to Agency a final invoice for work performed under this agreement.
- D. In the event that Contractor is in default under the terms of this Agreement, Nebraska Real Property Appraiser Board shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default and may terminate this Agreement immediately by written notice to the Contractor. It shall constitute an event in default if Contractor, due to death, disability or other unforeseen circumstance is unable to perform services for ten (10) or more days.

SECTION 8. MODIFICATION; WAIVER

- A. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by Contractor and Agency.
- B. Waiver by any party to this Agreement of any term, condition, or covenant shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this

Agreement. Acceptance by Agency of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 9. LAW TO GOVERN; SEVERABILITY

- A. This Agreement shall be interpreted, construed and governed according to the laws of the State of Nebraska.
- B. If a term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

SECTION 10. EXECUTION

Contractor represents and warrants that he or she has the qualifications, experience and facilities necessary to perform properly the services required under this Agreement in an objective, independent, ethical, thorough, competent and professional manner. Contractor shall at all times faithfully, competently and to the best of his or her ability, experience and talent, perform all services described herein. In meeting his or her obligations under this Agreement, Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Contractor under this Agreement. Contractor agrees to perform all services in an expeditious manner and without unnecessary delay. Contractor shall comply with all laws and court rules and comply when laws or rules are repealed, amended, or newly chaptered or adopted, including qualification standards required for the performance of the services.

IT IS THEREFORE AGREED that the parties hereto have caused this Agreement between Contractor and the Agency to be executed for three years or until final disposition of the application in question by the signature of the Director on:

THIS _____ day of _____, _____.

CONTRACTOR

, Contractor	Credential Number	Date
--------------	-------------------	------

NEBRASKA REAL PROPERTY APPRAISER BOARD

Tyler N. Kohtz, Director

Date



SUBJECT MATTER EXPERT SERVICES AGREEMENT

This Subject Matter Expert Services Agreement (“Agreement”) is entered into between the Nebraska Real Property Appraiser Board (“Agency”) and _____ (“Contractor”), who holds credential number _____ issued by the Nebraska Real Property Appraiser Board.

Contractor shall complete appraisal review report(s) in accordance with Standards 3 and 4 of the National Uniform Standards of Professional Appraisal Practice (“USPAP”), and provide technical assistance to the Agency as the Subject Matter Expert for the matter of the Nebraska Real Property Appraiser Board v. _____, Investigation # _____, as authorized by Neb. Rev. Stat. § 76-2239.

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

SECTION 1. QUALIFICATIONS

- A. Contractor shall meet the following qualifications at the time this Agreement between Contractor and the Agency is executed:
1. Contractor shall possess an active credential as a certified residential or certified general real property appraiser in the State of Nebraska, or obtain a temporary credential as a certified residential or certified general real property appraiser prior to engaging in real property appraisal activity in this state.
 2. Contractor’s real property appraiser credential, or appraiser credential, license, registration, or certification issued by any other jurisdiction, shall not have been disciplined, revoked, suspended, or surrendered in lieu of disciplinary action pending or threatened within the immediate two-year period preceding the date of this contract.
 3. Disciplinary proceedings pending against Contractor’s real property appraiser credential, or appraiser credential, license, registration, or certification issued by any other jurisdiction shall be disclosed.

4. Contractor's real property appraiser credential, or appraiser credential, license, registration, or certification issued by any other jurisdiction shall not be under investigation.
 5. Contractor shall not have been convicted of any crime of fraud, dishonesty, breach of trust, money laundering, misrepresentation, or deceit, including a conviction based upon a plea of guilty or nolo contendere involving real estate, financial services, or in the making of an appraisal.
 6. Contractor shall possess the ability necessary to communicate effectively, concisely and objectively with Board staff and as an expert witness if required.
 7. Contractor shall possess a reputation for honesty, trustworthiness and producing quality work within the appraiser industry.
 8. Contractor shall have completed the Seven-hour National Uniform Standards of Professional Appraisal Practice Update Course as approved by the Appraiser Qualifications Board applicable to the development and reporting of the appraisal report(s) subject to review under this agreement.
- B. The Nebraska Real Property Appraiser Board shall be notified immediately in writing if Contractor no longer meets the qualifications in place at the time this Agreement between Contractor and the Agency is executed. If any party makes such request, Contractor must promptly disqualify him- or herself.

SECTION 2. SCOPE OF SERVICE

- A. Contractor shall become familiar with the procedures generally applicable to Agency investigations, and become familiar with the appropriate federal requirements, including but not limited to USPAP, state statutes and regulations relevant to this investigation.
- B. If necessary, Contractor shall become familiar with the procedures generally applicable to administrative hearings, and become familiar with appropriate state statutes and regulations relevant to administrative hearings.
- C. Contractor shall be competent and available to perform the services required in this contract in an ethical manner, and must discern those cases in which he or she may be disqualified from proceeding and must promptly disqualify him- or herself, regardless of whether there is a request to do so.
- D. Contractor shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, standards, policies, regulations and rules in effect during the term of this Agreement. Contractor shall also not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

- E. Contractor shall maintain all information, documentation and records required to perform services. In addition, Contractor shall provide all information, documentation and records to the Agency at the Agency's request.
- F. The services provided are deemed personal services and shall be performed only by Contractor and may not be assigned in any manner.
- ~~G.~~ Contractor shall work in his or her own home and office, except when required otherwise by the Agency for investigative purposes pertaining to this matter, or to attend an administrative hearing as the Agency's Subject Matter Expert concerning this matter.

H.

~~H.~~ After completion of an introductory phone call with the Agency, Contractor shall complete ~~the~~ review of the subject report(s) for compliance with the Ethics Rule, Competency Rule, Scope of Work Rule, Jurisdictional Exception Rule, Standards Rule __, 1 and Standards Rule __ 2; and within 30 days for a residential property, 45 days for agricultural property, or 60 days for any other type of property.

~~I.~~ ~~Contractor~~ shall develop and communicate ~~a~~ conclusions of compliance or noncompliance in accordance with Standards 3 and 4 of USPAP for ~~any appraisal subject report(s) within 30 days for a residential property, 45 days for agricultural property, or 60 days for any other type of property. concerning this matter as requested by the Agency in writing.~~ All conclusions shall be clear, concise, unremittingly impartial, professional and ethical, and shall address only the minimum standards of USPAP.

1. Contractor shall communicate specific violations of USPAP ~~the National Uniform Standards of Professional Appraisal Practice~~, reference the proper Standard R ~~rule number~~, and include appropriate documentation and/or information to substantiate each finding. Contractor shall not report only that the rule was not met.
2. Contractor shall obtain any necessary data, documentation, and/or information required to substantiate each finding. If physical evidence or additional background information is required to substantiate a finding that cannot be obtained in Contractor's everyday course of business, Contractor shall contact the Agency for determination of methodology or person best suited to obtain such physical evidence or background information.
3. The Agency reserves the right to require clarification on any findings, and may also require additional documentation and/or information for substantiation of any findings.
4. The effective date of Contractor's review report is the date of the subject appraisal report(s) under review. Certification date of Contractor's review report is the actual date the review report was completed.

5. The client, and only intended user, is the Nebraska Real Property Appraiser Board.

~~6.~~ The intended use of review report is to assist the Agency in establishing compliance or noncompliance with the minimum standards of USPAP.

6.

7. Contractor shall not offer his or her opinion concerning the overall state of any ~~subject appraisal~~ report(s) reviewed by him or her ~~relevant to this matter~~ regarding compliance or noncompliance with USPAP.

8. Contractor shall not offer his or her opinion concerning analysis, conclusions, practices, or techniques not related or pertinent to the minimum standards in USPAP.

9. Contractor shall not advocate for a specific result or conclusion concerning this matter, and shall not develop and communicate a conclusion with the intent to favor unduly the Nebraska Real Property Appraiser Board or the Respondent.

10. Contractor shall not use inflammatory language in the development or communication of his or her conclusions.

~~H.I.~~ Upon the Agency's request, Contractor shall analyze any additional information relative to this matter that may require technical expertise, and develop and communicate ~~a~~ conclusions in a manner determined by the Agency; all conclusions shall be clear, concise, unremittingly impartial, professional, and ethical.

1. Contractor shall obtain any necessary data, documentation and/or information required to substantiate his or her conclusion. If physical evidence or additional background information is required to substantiate a conclusion that cannot be obtained in Contractor's everyday course of business, Contractor shall contact the Agency for determination of methodology or person best suited to obtain such physical evidence or background information.

2. The Agency reserves the right to require clarification on any conclusions, and may also require additional documentation and/or information for substantiation of any conclusions.

~~K.J.~~ If this matter is not dismissed, or terms of a Consent Agreement cannot be reached between the Nebraska Real Property Appraiser Board and the Respondent, this matter may proceed to a formal hearing. During the litigation process, Contractor may be requested to defend any findings as a witness for the Nebraska Real Property Appraiser Board.

SECTION 3. COMPENSATION

- A. Subject to any limitations set forth in the Agreement, the Nebraska Real Property Appraiser Board shall pay the Contractor \$100.00 per hour for such services provided. The total compensation for services provided shall not exceed _____. In the case of extenuating circumstances, or if the matter proceeds to hearing, the Board reserves the right to renegotiate the total compensation or hourly rate set forth in this Agreement. Contractor shall provide an invoice to the Agency each month, which outlines services performed, hours billed, and total amount billed for each month.
- B. Contractor shall only be reimbursed for the cost of travel and lodging expenses pre-approved by the Agency's Director. No other expenses are reimbursable. Costs for travel and lodging shall be claimed, and reimbursements shall be made, in accordance with the Nebraska Real Property Appraiser Board and the State of Nebraska policies.
- C. Contractor is an independent contractor and is not an employee of the State of Nebraska. Consequently, Contractor is not entitled to any fringe benefits or remuneration not specified in this Agreement.

SECTION 4. CONFLICTS OF INTEREST

- A. Contractor covenants that he or she has not acquired any interest, directly or indirectly, which would conflict in any manner with the interests of the Nebraska Real Property Appraiser Board or the applicant, or which would in any way hinder Contractor's performance of services under this Agreement.
- B. Contractor agrees to avoid at all times conflicts of interest or the appearance of any conflicts of interest with the interests of the Nebraska Real Property Appraiser Board or Respondent in the performance of this Agreement. If conflicts of interest or the appearance of any conflicts of interests develop, all parties relevant to the matter shall be notified immediately in writing. If any party makes such request, Contractor must promptly disqualify him- or herself.

SECTION 5. CONFIDENTIALITY

- A. All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release, disclose, or discuss any such information or work product to persons or entities other than the Agency or its legal representative without prior written authorization from the Agency's Director, except as may be required by law.
- B. Contractor shall promptly notify Agency should Contractor be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and work performed thereunder. The Nebraska Real Property Appraiser Board has no obligation to represent Contractor or be present at any deposition, hearing, or similar proceeding.

- C. Contractor is not authorized by the Nebraska Real Property Appraiser Board to comment publicly on Nebraska Real Property Appraiser Board matters. All such inquiries should be directed to the Nebraska Real Property Appraiser Board's Director.
- D. If Contractor provides any information or work product in violation of this Agreement, the Nebraska Real Property Appraiser Board shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Contractor's conduct.

SECTION 6. CIVIL AND CRIMINAL IMMUNITY

- A. Contractor shall be immune from any civil action or criminal prosecution for initiating or assisting in any lawful investigation of the actions of a person, or any disciplinary proceeding concerning a person, pursuant to Neb. Rev. Stat. § 76-2225, if such action is taken without malicious intent and in the reasonable belief that it was taken pursuant to the powers vested in Contractor.

SECTION 7. INDEMNIFICATION

- A. Contractor shall indemnify, defend and hold the Nebraska Real Property Appraiser Board harmless from all actions, proceedings, claims, demands, costs, damages, attorney's fees and all other liabilities and expenses of any kind from any source which may arise out of performance of this Agreement, if caused by the tortious acts or omissions of Contractor.

SECTION 8. TERMINATION; DEFAULT

- A. If either Contractor or Nebraska Real Property Appraiser Board fails to perform any material obligation under this Agreement, then, in addition to any other remedies, either Contractor or Nebraska Real Property Appraiser Board may terminate this Agreement immediately upon written notice.
- B. Either party shall have the right to terminate this Agreement upon thirty (30) days' notice to the other party.
- C. Upon termination of the Agreement by either Contractor or Nebraska Real Property Appraiser Board, Contractor shall furnish to Agency a final invoice for work performed under this agreement.
- D. In the event that Contractor is in default under the terms of this Agreement, Nebraska Real Property Appraiser Board shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default and may terminate this Agreement immediately by written notice to the Contractor. It shall constitute an event in default if Contractor, due to death, disability or other unforeseen circumstance is unable to perform services for ten (10) or more days.

SECTION 9. MODIFICATION; WAIVER

- A. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by Contractor and Agency.

- B. Waiver by any party to this Agreement of any term, condition, or covenant shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by Agency of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 10. LAW TO GOVERN; SEVERABILITY

- A. This Agreement shall be interpreted, construed and governed according to the laws of the State of Nebraska.
- B. If a term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

SECTION 11. EXECUTION

Contractor represents and warrants that he or she has the qualifications, experience and facilities necessary to perform properly the services required under this Agreement in an objective, independent, ethical, thorough, competent and professional manner. Contractor shall at all times faithfully, competently and to the best of his or her ability, experience and talent, perform all services described herein. In meeting his or her obligations under this Agreement, Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Contractor under this Agreement. Contractor agrees to perform all services in an expeditious manner and without unnecessary delay. Contractor shall comply with all laws and court rules and comply when laws or rules are repealed, amended, or newly chaptered or adopted, including qualification standards required for the performance of the services.

IT IS THEREFORE AGREED that the parties hereto have caused this Agreement between Contractor and the Agency to be executed for three years or until final disposition of any judicial proceeding by the signature of the Director on:

THIS _____ **day of** _____, _____.

CONTRACTOR

(name here), Contractor

Credential Number

Date

NEBRASKA REAL PROPERTY APPRAISER BOARD

Tyler N. Kohtz, Director

Date



SUBJECT MATTER EXPERT SERVICES AGREEMENT

This Subject Matter Expert Services Agreement (“Agreement”) is entered into between the Nebraska Real Property Appraiser Board (“Agency”) and _____ (“Contractor”), who holds credential number _____ issued by the Nebraska Real Property Appraiser Board, and is an employee of _____ located at _____, whose Employer Identification Number (EIN) is _____.

Contractor shall complete appraisal review report(s) in accordance with Standards 3 and 4 of the National Uniform Standards of Professional Appraisal Practice (“USPAP”), and provide technical assistance to the Agency as the Subject Matter Expert for the matter of the Nebraska Real Property Appraiser Board v. _____, Investigation # _____, as authorized by Neb. Rev. Stat. § 76-2239.

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

SECTION 1. QUALIFICATIONS

- A. Contractor shall meet the following qualifications at the time this Agreement between Contractor and the Agency is executed:
1. Contractor shall possess an active credential as a certified residential or certified general real property appraiser in the State of Nebraska, or obtain a temporary credential as a certified residential or certified general real property appraiser prior to engaging in real property appraisal activity in this state.
 2. Contractor’s real property appraiser credential, or appraiser credential, license, registration, or certification issued by any other jurisdiction, shall not have been disciplined, revoked, suspended, or surrendered in lieu of disciplinary action pending or threatened within the immediate two-year period preceding the date of this contract.
 3. Disciplinary proceedings pending against Contractor’s real property appraiser credential, or appraiser credential, license, registration, or certification issued by any other jurisdiction shall be disclosed.

4. Contractor's real property appraiser credential, or appraiser credential, license, registration, or certification issued by any other jurisdiction shall not be under investigation.
 5. Contractor shall not have been convicted of any crime of fraud, dishonesty, breach of trust, money laundering, misrepresentation, or deceit, including a conviction based upon a plea of guilty or nolo contendere involving real estate, financial services, or in the making of an appraisal.
 6. Contractor shall possess the ability necessary to communicate effectively, concisely and objectively with Board staff and as an expert witness if required.
 7. Contractor shall possess a reputation for honesty, trustworthiness and producing quality work within the appraiser industry.
 8. Contractor shall have completed the Seven-hour National Uniform Standards of Professional Appraisal Practice Update Course as approved by the Appraiser Qualifications Board applicable to the development and reporting of the appraisal report(s) subject to review under this agreement.
- B. The Nebraska Real Property Appraiser Board shall be notified immediately in writing if Contractor no longer meets the qualifications in place at the time this Agreement between Contractor and the Agency is executed. If any party makes such request, Contractor must promptly disqualify him- or herself.

SECTION 2. SCOPE OF SERVICE

- A. Contractor shall become familiar with the procedures generally applicable to Agency investigations, and become familiar with the appropriate federal requirements, including but not limited to USPAP, state statutes and regulations relevant to this investigation.
- B. If necessary, Contractor shall become familiar with the procedures generally applicable to administrative hearings, and become familiar with appropriate state statutes and regulations relevant to administrative hearings.
- C. Contractor shall be competent and available to perform the services required in this contract in an ethical manner, and must discern those cases in which he or she may be disqualified from proceeding and must promptly disqualify him- or herself, regardless of whether there is a request to do so.
- D. Contractor shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, standards, policies, regulations and rules in effect during the term of this Agreement. Contractor shall also not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

- E. Contractor shall maintain all information, documentation and records required to perform services. In addition, Contractor shall provide all information, documentation and records to the Agency at the Agency's request.
- F. The services provided are deemed personal services and shall be performed only by Contractor and may not be assigned in any manner.
- ~~G.~~ Contractor shall work in his or her own home and office, except when required otherwise by the Agency for investigative purposes pertaining to this matter, or to attend an administrative hearing as the Agency's Subject Matter Expert concerning this matter.

H.

~~H.~~ After completion of an introductory phone call with the Agency, Contractor shall complete ~~the~~ review of the subject report(s) for compliance with the Ethics Rule, Competency Rule, Scope of Work Rule, Jurisdictional Exception Rule, Standards Rule __, 1 and Standards Rule __ 2; and within 30 days for a residential property, 45 days for agricultural property, or 60 days for any other type of property.

~~I.~~ ~~Contractor~~ shall develop and communicate ~~a~~ conclusions of compliance or noncompliance in accordance with Standards 3 and 4 of USPAP for ~~any appraisal subject report(s) within 30 days for a residential property, 45 days for agricultural property, or 60 days for any other type of property. concerning this matter as requested by the Agency in writing.~~ All conclusions shall be clear, concise, unremittingly impartial, professional and ethical, and shall address only the minimum standards of USPAP.

1. Contractor shall communicate specific violations of USPAP ~~the National Uniform Standards of Professional Appraisal Practice~~, reference the proper Standard R ~~rule number~~, and include appropriate documentation and/or information to substantiate each finding. Contractor shall not report only that the rule was not met.
2. Contractor shall obtain any necessary data, documentation, and/or information required to substantiate each finding. If physical evidence or additional background information is required to substantiate a finding that cannot be obtained in Contractor's everyday course of business, Contractor shall contact the Agency for determination of methodology or person best suited to obtain such physical evidence or background information.
3. The Agency reserves the right to require clarification on any findings, and may also require additional documentation and/or information for substantiation of any findings.
4. The effective date of Contractor's review report is the date of the subject appraisal report(s) under review. Certification date of Contractor's review report is the actual date the review report was completed.

5. The client, and only intended user, is the Nebraska Real Property Appraiser Board.

~~6.~~ The intended use of review report is to assist the Agency in establishing compliance or noncompliance with the minimum standards of USPAP.

6.

7. Contractor shall not offer his or her opinion concerning the overall state of any ~~subject appraisal~~ report(s) reviewed by him or her ~~relevant to this matter~~ regarding compliance or noncompliance with USPAP.

8. Contractor shall not offer his or her opinion concerning analysis, conclusions, practices, or techniques not related or pertinent to the minimum standards in USPAP.

9. Contractor shall not advocate for a specific result or conclusion concerning this matter, and shall not develop and communicate a conclusion with the intent to favor unduly the Nebraska Real Property Appraiser Board or the Respondent.

10. Contractor shall not use inflammatory language in the development or communication of his or her conclusions.

~~H.I.~~ Upon the Agency's request, Contractor shall analyze any additional information relative to this matter that may require technical expertise, and develop and communicate ~~a~~ conclusions in a manner determined by the Agency; all conclusions shall be clear, concise, unremittingly impartial, professional, and ethical.

1. Contractor shall obtain any necessary data, documentation and/or information required to substantiate his or her conclusion. If physical evidence or additional background information is required to substantiate a conclusion that cannot be obtained in Contractor's everyday course of business, Contractor shall contact the Agency for determination of methodology or person best suited to obtain such physical evidence or background information.

2. The Agency reserves the right to require clarification on any conclusions, and may also require additional documentation and/or information for substantiation of any conclusions.

~~K.J.~~ If this matter is not dismissed, or terms of a Consent Agreement cannot be reached between the Nebraska Real Property Appraiser Board and the Respondent, this matter may proceed to a formal hearing. During the litigation process, Contractor may be requested to defend any findings as a witness for the Nebraska Real Property Appraiser Board.

SECTION 3. COMPENSATION

- A. Subject to any limitations set forth in the Agreement, the Nebraska Real Property Appraiser Board shall pay the Contractor \$100.00 per hour for such services provided. Payment may be made to Contractor's Employer identified on Page 1 of this Agreement. The total compensation for services provided shall not exceed _____. In the case of extenuating circumstances, or if the matter proceeds to hearing, the Board reserves the right to renegotiate the total compensation or hourly rate set forth in this Agreement. Contractor shall provide an invoice to the Agency each month, which outlines services performed, hours billed, and total amount billed for each month.
- B. Contractor shall only be reimbursed for the cost of travel and lodging expenses pre-approved by the Agency's Director. No other expenses are reimbursable. Costs for travel and lodging shall be claimed, and reimbursements shall be made, in accordance with the Nebraska Real Property Appraiser Board and the State of Nebraska policies.
- C. Contractor is an independent contractor and is not an employee of the State of Nebraska. Consequently, Contractor is not entitled to any fringe benefits or remuneration not specified in this Agreement.

SECTION 4. CONFLICTS OF INTEREST

- A. Contractor covenants that he or she has not acquired any interest, directly or indirectly, which would conflict in any manner with the interests of the Nebraska Real Property Appraiser Board or the applicant, or which would in any way hinder Contractor's performance of services under this Agreement.
- B. Contractor agrees to avoid at all times conflicts of interest or the appearance of any conflicts of interest with the interests of the Nebraska Real Property Appraiser Board or Respondent in the performance of this Agreement. If conflicts of interest or the appearance of any conflicts of interests develop, all parties relevant to the matter shall be notified immediately in writing. If any party makes such request, Contractor must promptly disqualify him- or herself.

SECTION 5. CONFIDENTIALITY

- A. All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release, disclose, or discuss any such information or work product to persons or entities other than the Agency or its legal representative without prior written authorization from the Agency's Director, except as may be required by law.
- B. Contractor shall promptly notify Agency should Contractor be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and work performed thereunder. The Nebraska Real Property Appraiser Board has no obligation to represent Contractor or be present at any deposition, hearing, or similar proceeding.

- C. Contractor is not authorized by the Nebraska Real Property Appraiser Board to comment publicly on Nebraska Real Property Appraiser Board matters. All such inquiries should be directed to the Nebraska Real Property Appraiser Board's Director.
- D. If Contractor provides any information or work product in violation of this Agreement, the Nebraska Real Property Appraiser Board shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Contractor's conduct.

SECTION 6. CIVIL AND CRIMINAL IMMUNITY

- A. Contractor shall be immune from any civil action or criminal prosecution for initiating or assisting in any lawful investigation of the actions of a person, or any disciplinary proceeding concerning a person, pursuant to Neb. Rev. Stat. § 76-2225, if such action is taken without malicious intent and in the reasonable belief that it was taken pursuant to the powers vested in Contractor.

SECTION 7. INDEMNIFICATION

- A. Contractor shall indemnify, defend and hold the Nebraska Real Property Appraiser Board harmless from all actions, proceedings, claims, demands, costs, damages, attorney's fees and all other liabilities and expenses of any kind from any source which may arise out of performance of this Agreement, if caused by the tortious acts or omissions of Contractor.

SECTION 8. TERMINATION; DEFAULT

- A. If either Contractor or Nebraska Real Property Appraiser Board fails to perform any material obligation under this Agreement, then, in addition to any other remedies, either Contractor or Nebraska Real Property Appraiser Board may terminate this Agreement immediately upon written notice.
- B. Either party shall have the right to terminate this Agreement upon thirty (30) days' notice to the other party.
- C. Upon termination of the Agreement by either Contractor or Nebraska Real Property Appraiser Board, Contractor shall furnish to Agency a final invoice for work performed under this agreement.
- D. In the event that Contractor is in default under the terms of this Agreement, Nebraska Real Property Appraiser Board shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default and may terminate this Agreement immediately by written notice to the Contractor. It shall constitute an event in default if Contractor, due to death, disability or other unforeseen circumstance is unable to perform services for ten (10) or more days.

SECTION 9. MODIFICATION; WAIVER

- A. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by Contractor and Agency.

- B. Waiver by any party to this Agreement of any term, condition, or covenant shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by Agency of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 10. LAW TO GOVERN; SEVERABILITY

- A. This Agreement shall be interpreted, construed and governed according to the laws of the State of Nebraska.
- B. If a term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

SECTION 11. EXECUTION

Contractor represents and warrants that he or she has the qualifications, experience and facilities necessary to perform properly the services required under this Agreement in an objective, independent, ethical, thorough, competent and professional manner. Contractor shall at all times faithfully, competently and to the best of his or her ability, experience and talent, perform all services described herein. In meeting his or her obligations under this Agreement, Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Contractor under this Agreement. Contractor agrees to perform all services in an expeditious manner and without unnecessary delay. Contractor shall comply with all laws and court rules and comply when laws or rules are repealed, amended, or newly chaptered or adopted, including qualification standards required for the performance of the services.

IT IS THEREFORE AGREED that the parties hereto have caused this Agreement between Contractor and the Agency to be executed for three years or until final disposition of any judicial proceeding by the signature of the Director on:

THIS _____ **day of** _____, _____.

CONTRACTOR

(name here), Contractor

Credential Number

Date

NEBRASKA REAL PROPERTY APPRAISER BOARD

Tyler N. Kohtz, Director

Date

2023 Fall AARO Conference; Salt Lake City, UT

Saturday, October 7, 2023

ASC Updates

Jim Park, ASC

- Provided a summary of the regulatory structure and the ASC's place in the regulatory structure.
- Provided an overview of the ASC's mission and responsibilities.
- Compliance reviews restarted in 2023.
 - Ten states have completed Appraiser and AMC program reviews.
 - Of the five Appraiser Programs reviewed, five have received excellent rating.
 - Of the five AMC Programs reviewed, four have received excellent ratings.
- Working on State Enforcement Rulemaking.
 - Dodd-Frank gave the ASC enforcement authority to use in advance of or to avoid derecognition, including suspensions, removal of appraisers or AMCs from National Registries.
- The number of credentials on the national registry is increasing for the first time in a long time.
- ASC continues to focus on appraisal bias and lack of diversity in profession.
 - Study of USPAP and AQB Qualifications.
- Provided a summary of the actions taken resulting from the PAVE Report.
 - Reconsideration of Value (ROV) guidance.
 - AVM Qualify Control Rules.
 - FHFA release of GSE appraisal data.
 - Recognition of flaws in appraisal regulatory system.
 - Drawing attention to unnecessary barriers to entry (Federal and State).
 - Recognition of importance of appraiser s and valuations.
 - Common Themes:
 - Governance of the appraisal industry.
 - Fair Housing requirements and training.
 - Barriers to entry to the profession.
 - Compliance and enforcement.
 - Explained the State Qualification Criteria Dashboard:
 - AQB Minimum Qualifying Education.
 - AQB Minimum Qualifying Experience.
 - AQB Approved Qualifying Examination.
 - AQB Minimum Supervisory/Trainee requirements.
 - Another Appraiser Bias Hearing on November 1, 2023.
 - Diversity Improving:

- In 2020 97.5% of appraisers are white and 70% are male
- ASC Grants Program:
 - ASC has approved budget of \$2,025,000 for FY23.
 - State must have unique entity identified to receive award.
 - ASC is hiring – Program Manager, Administrative Assistant, Compliance Manager, two Grants Management Specialists.

TAF Updates

Kelly Davids, Senior Vice President of TAF

- Provided a brief summary of the AARO-ASC-TAF Partnership.
- Thanked various people, industry partners, and professional organizations.
- Activities to build public trust:
 - Council to Advance Residential Equity (CARE).
 - Pathways to Success Conditional Grant.
 - Sponsor of the Appraiser Diversity Initiative (ADI).
 - Demographic Survey of the Profession (baseline completed in 2021, follow-up coming in 2024).
- Presented The Appraisal Foundation Myth vs. Facts.
- Discussed TAF resources (newsletter, podcast, website documents).
- Keeping Connected: State Regulator Advisory Group.
- State Regulator Training Series – You, Me and the Criteria.

Brad Swinney, Appraiser Qualifications Board

- Summarized the AQB authority and function.
- Summarized the 2026 Criteria – Required QE and CE on Valuation Bias and Fair Housing Laws and Regulations.
- Gave an overview of PAREA.
 - 12 preliminary PAREA concepts have been reviewed to date.
 - Appraisal Institute’s LR PAREA approved by AQB.
 - Eight providers are actively working on developing PAREA programs – three have publicly announce their programs.
- Provided summary of AQB Approved Degrees.
- Discussed other activities of the AQB:
 - CAP Program
 - Nation Uniform Licensing and Certification Examination Program
 - Certified USPAP Instructor Program

Michelle Czekalski-Bradley, Appraisal Standards Board

- 2024 USPAP adopted on May 5, 2023.
 - It will include just USPAP, the Guidance Documents will be a separate document.
- The 7-Hour National USPAP course will be updated to include anti-discrimination content and anyone that has completed the course will receive the added content.
- The USPAP publication cycle will have starting date but no ending date.
- GRM – USPAP Guidance and Reference Manual – Includes Advisory Opinions, Frequently Asked Questions, and the Reference Index.
- New 7-Hour National USPAP Update Course:
 - New format and objectives build around most frequently and recently asked questions/topics.
 - Teaching students how to use the USPAP publication to answer specific questions.
 - Apply it to day-to-day practice.

How to Handle an Active Threat

Chad Smith, Salt Lake City Police Department

- Location of attacks:
 - 50% Businesses
 - 20% Outdoors
 - 30% Other
- Attacker Connection:
 - 68% - No connection
 - 42% - Connection
- Summarized past mass shootings and explained the role of cover vs. conceal.
- Number of Deaths – Target availability vs. police arrival.
 - Call 911 immediately from safe place (usually takes three minutes for police to arrive).
 - Police assessment and positioning could take time.
- Three States of Disaster Response:
 - Denial-ignore what is going on.
 - Deliberation – consider decisions.
 - Human Brain – Emotional Response
 - Lizard Brain - Fight, Flight, and Freeze
 - Decisive Moment – Make a decision.
- No set time to move through stages. The more you practice the quicker that you will move through the stages.
- Stress Responses:
 - Code White (60 beats per minute) - Relaxed

- Code Yellow (90 beats per minute) – Aware
- Code Red (120 beats per minute) – Something happened
- Code Grey (150 beats per minute) – tunnel vision, audio distortion
- Code Black (175 beats per minute) – Body is shutting down
- Must pay attention to surroundings.
- Calm yourself, breathe, shift your emotion, stay fit.
- Breathing (in through nose for three seconds, out through your mouth for three seconds) – will reduce heartrate by 20-30 beats per minute.
- Scripting – thinking about scenarios.
- Practice – walkthrough what you would do.
- Move through denial as soon as possible to deliberation.
- Playing dead makes you an easy target. If you play dead, you will likely be dead.
- Hide and hope is a poor option – hide with a purpose.
 - Concrete blocks, cement will stop bullets.
 - Lock doors and turn out lights.
 - Barricade, the heavier the better.
- Avoid situation (run) – Always know where the exists are.
- Deny access (hide) – Hide with a purpose.
- Defend (fight) – Fight to live (kill that person). Must fight with a purpose.
 - Pen, keys, fire extinguisher.
 - Positioning, grab the gun, physically fight, shift emotions.
- Those that stay in the fear phase have significantly more trauma at the conclusion of an event.
- What you do matters.
- When the police arrive, follow commands, show your palms, do not move.
- Law enforcement focus is to stop the killing, stop the dying, evacuate the injured.
- Medical – Training EMS delay, people need help. Seek additional training.
- Personnel Issues – Expect mental trauma; develop a critical incident stress management plan.

Sunday, October 8, 2023

Fannie Mae Updates

Lyle Radek, Sr. Director of Collateral Policy

- Updates to the Fannie Mae Selling Guide:
 - May 2023 – Full complement of photographs in main living area and basement required for appraisals in loan applications on or after September 1, 2023.
 - August 2023 – Update the Appraiser Independence Requirements and introduced Property Data Collector Independence Requirements.
 - September 2023 – Fannie Mae does not consider 3D printed houses unique or special.
- Loan Quality Center (LQC)
 - Collateral Quality Review – Analysis of the instrument used to originate a loan (appraisal report, field review, appraisal waiver) conducted by a collateral quality reviewer .
- Appraiser Quality Monitoring (AQM)
 - Educate appraiser and provide opportunity for improvement.
 - Strengthen and improve integrity of appraiser profession.
 - Sates Tips and Referrals – State regulators have complete discretion on what to do with the tips and referrals.
 - State Tips – Appraisal sent to state regulatory agencies due to Loan Quality Center defects/repurchase (informal).
 - State Referrals – Legal violation (formal).
 - AQM Letters to appraisers
 - Letters have standard messages, such as Always C3 (Consistently using CE to describe the quality of the subject and all comparable sales); No AMC* (Inaccurate AMC reporting); GLA (Using inconsistent or inaccurate GLA).
 - AQM Monitoring and QC List
 - AQM Re-review – Appraiser has received third letter and is on a re-review cycle to monitor performance.
 - QC 100% Review – Appraiser is being placed on 100% QC List.
 - No longer Accepted List – Appraiser in no longer able to perform Fannie Mae reports; State Referral – Formal complaint.
 - Takes about 24 months to complete QC process from loan origination to typical state action.
- Prohibited Factors and Subjective Terms
 - Development of a valuation conclusion based on the sex, race, color, religion, disability, national origin, familial status, or including a reference to.
- Image Recognition in testing.

Freddie Mac Updates

Scott Reuter, Chief Appraiser for Freddie Mac

- Appraisers have remained static over the past eight years, while appraisal volume ebbs and flows. 2020-2021 blew the lid off of volume, but it settled in 2022. There has been a nice bump in 2023.
- 79% to 21% of volume is refinances.
- Mortgage rate movement has affected appraisal volume.
- Valuation Modernization - building out options.
 - No appraisal needed – Automated Collateral Evaluation (ACE); ACE + PDR (Property Data Report performed by trained data collector).
 - Appraisal – Desktop Appraisal; Hybrid Appraisal (traditional + PDR); Traditional Appraisal.
 - Goal is not to eliminate appraisers.
- Freddie Mac – Equitable Housing Finance Plan
 - Continuing to research appraisal gap.
 - AQM (Appraiser Quality Monitoring)
 - Use of Unacceptable Words or Phrases – Section 5603.4.
 - Enhanced LCA Rules.
- Subjective and Potentially Biased Words and Phrases – Prohibited Language in Appraisals.
 - Provided examples of Loan Collateral Advisor Messaging and subjective Language found in reports.
- Market Condition Analysis – The use of inordinate adjustment for difference between the subject property and the comparable sales that do not reflect the market’s reaction to such differences, or the failure to make proper adjustments when they are clearly necessary (Appraiser must appraise the market before appraising the property).
- New URAR and updated UAD will be released in 2025.
 - URAR will feature a dynamic uniform residential appraisal report for all residential properties for all appraisal assignments, including all residential property types, all agency assignment types, all appraisal service types.
 - URAR will include a new summary page that includes synopsis of key information, action to be taken into consideration by the lender.
 - URAR will feather dynamic sales comparison grid broken into subsections; previously entered information will auto-populate; ability to add additional rows; Line-item and rollup adjustments; Summary subsection; and other properties analyzed but not used.

Board Member Training – Making the Transition from the Private Sector to Government

Mel Black, Director of Appraiser Innovation for McKissock and Craig Capillia, Attorney for Franklin, Greenswag, Channon, & Capilla, LLC

- Held an open discussion on the requirements and considerations when making the transition from the private sector to government.

What’s the Status? A National and State Regulatory and Legislative Update

Craig Steinley, Appraisal Institute President

- Appraisal Institute has hired a new CEO, Cindy Chance (Cindy introduced herself).
- September 26, 2023 a system-wide reorganization began.
 - Serious challenges need to be addressed, but even greater opportunities.
 - A.I. will move forward with transparency, accountability, collaboration, continuous, improvement, and professional conduct and service.
- PAL Act (Portal for Appraisal Licensing Act of 2023):
 - HR 2771 (Loudermilk – GA)/SB 2692 (Tester -MT)
 - ASC to establish the cloud-based “Portal for Appraiser Credentialing and AMC Information.”
 - Modeled after the NMLS and the S.A.F.E Act for MLOs.
 - Payments of all licenses, certifications, and registrations fees and delivery to State agencies.
 - FBI background checks “channeled” by the ASC through the Portal to appropriate State agencies that satisfy bank regulatory requirements.
 - Central repository for appraiser and AMC license, certification, and registration applications and renewals.
 - Bank of education courses approved by states.
 - Providers upload attendance lists.
 - PAL Act has no effect on States’ rights (States shall retain the ability to act independently upon license, certification, and registration applications and renewals for appraisers and appraisal management companies).
 - “Reasonable fee” to appraisers and AMCs using the Portal.
 - ASC grants to states for connectivity.
 - ASC Advisory Committee.
- PAREA is an important part of efforts to make the appraisal profession look more like America.

- AI PAREA – LR AQB approval obtained in May 2023.
 - Pilot offering of “PAREA Ready” states in July with soft launch on September 6, 2023.
 - 710 Readiness Checklists submitted; 50 Registrants; 16 current participants; 4 cancellations; averaging 4-6 weeks to complete each assignment; and 95% of applicants have Non-AI QE.
 - Three Nebraska residents are currently enrolled in the AI PAREA program.

Scott DiBiasio, Manager of State and Industry Affairs for the Appraisal Institute

- 118th Congress to look at Appraiser regulatory Modernization, FHA Licensee allowance, and Appraisal Fee Transparency Act (Update how National Registry Fees are calculated and add Trainee Real Property Appraisers to the Appraiser Registry).
- Reconsiderations of Value PAVE Action Plan Recommendations:
 - FHA Draft Mortgagee Letter – Borrower Requests for Review of Appraisal Results.
 - “Interagency Guidance of Reconsiderations of value.
 - NPRM – “Quality Control Standards for Automated Valuations Models.”
 - ASC Dashboard – “Reducing Barriers to the Appraisal Profession.”
 - AQB Valuation Bias, Fair Housing and Equal Opportunity QE and CE.
- PDC
 - Visual observation of property.
 - Is a PDC an appraisal function that requires an appraiser credential?
 - Most state that have looked at this say no.
 - If a PDC is used in a hybrid, appraiser must determine reliability.
 - NAR Appraisal Process Report.
- Fair housing complaints
 - 150 complaints filed at OFHEO (Federal Housing Finance Agency?).
 - No published conciliation agreements.
 - Six lawsuits that name appraisers.
 - Texas Agency Partnership Agreement.
- Zoning law changes for low/middle income housing is something to keep an eye on (up to eight units on a single-family lot).
- Middle Housing – H&BU of many properties will now be for something other than 1-4 SFR.

That’s Not How I Would Do It!

Mel Black, Director of Appraiser Innovation for McKissock; Julie Molendorp-Floyd, Course and Curriculum Developer for McKissock Learning; and Pete Fontana, Peer Reviewer for Iowa

- Different is not necessarily wrong.
- Does it get you from point A to point B – Appraiser can be different and be credible.

- When determining compliance (overcoming the “that’s not how I would do it” mindset).
 - USPAP Requirements vs. personal preference.
 - The “Gold Standard” is not required.
 - It is an investigation not an appraisal.
 - Job is not to rewrite the appraisal, but determine if the appraisal is supported.
- In an investigation or disciplinary action, we are not looking for:
 - Perfection (Remember USPAP says it is impossible).
 - How the investigator would have done it.
 - How the Board Member would have done it.
- Minimum compliance with statues, rules, and standards is a passing grade. Grade A work is a plus, but Grade B or C work may be compliant (minimum competence).
- Be careful who you listen to. Understand requirements versus guidelines.

The CAP Approval Process for Practicum Course: Expectations, Requirements, Resources, and Policies.

Lisa Desmarais, Vice President of Appraisal Issues for The Appraisal Foundation; Josh Walitt, Walitt Solutions

- When finished meeting Criteria, applicant will have tools to perform appraisals.
- Applicant can gain experience through Supervisor/Trainee, Practicum, or PAREA.
- AQB is flexible on practicum course design.
- What is a practicum course?
 - The purpose of a practicum course is to provide experience in a field of study (appraisal practice).
 - A practicum course is experience, not education; is a structured course; covers pre-approved content; and results in the individual gain experience hours when successfully completing the approved practicum course content.
 - A practicum course is approved as a course; can cover any number of experience hours; typically results in a program where there is more than one student; and the assignments are essentially “case studies.”
 - Criteria requirements must be met – Include methods, produce credible appraisals, have subject properties, perform research, apply approaches, report results, and require problem solving.
 - Guide Note #4 in the Criteria is a detailed guide for development of a practicum course.
 - An Application Guiding Checklist is available for use to assist with the development of a practicum course.
- CAP Program
 - The TAF website has a webpage dedicated to the CAP Program.

Listening Session with The Appraisal Foundation

Kelly Davids and Frank Gregorie, The Appraisal Foundation

- The Appraisal Foundation took questions from the audience.

Monday, October 9, 2023

Executive Directors and Administrators Open Discussion

Tyler Kohtz

- Fall Conference – Views on different Fall destinations compared to Washington, D.C. was discussed
- Active threat reaction and agency procedures were discussed.
- The CAP approval process for practicum courses and the CE approval process was discussed.
- ASC Compliance Reviews were discussed.
- Fannie May State Tips/Freddie Mac Fair Housing Referrals were discussed.
- Fair Housing Laws/Discrimination complaint process was discussed.

**APPRAISAL SUBCOMMITTEE
QUARTERLY MEETING MINUTES
JUNE 14, 2023**

LOCATION: Webex

ATTENDEES

MEMBERS: CFPB – Zixta Martinez (Chair)
FDIC – Luke Brown (Vice Chair)
FRB – Suzanne Williams
HUD – Julia Gordon
OCC – Enice Thomas

ALTERNATES: CFPB – John Schroeder
FDIC – Tom Lyons
FHFA – Julie Giesbrecht
HUD – Brian Barnes
NCUA – Viki Nahrwold
OCC – Jim Rives

STAFF: Executive Director – Jim Park
Deputy Executive Director – Denise Graves
Grants Director – Rae Frederique
Financial Manager – Girard Hull
Attorney Advisor – Ada Bohorfoush
Attorney Advisor – Natalie Lutz
Management and Program Analyst – Lori Schuster
Administrative Officer – Brian Kelly
Administrative Assistant – Oteal Griffin

OBSERVERS: See attached list.

The Meeting was called to order at 10:00 a.m. by Chair Z. Martinez.

REPORTS

- **Chair**

Z. Martinez welcomed attendees to the meeting. She thanked the FHFA for hosting the May 19th ASC hearing on appraisal bias.

- **Executive Director**

J. Park updated the ASC on recent staff activity as noted below.

- On May 19th, the ASC held its second Hearing on Appraisal Bias. He thanked the FHFA for hosting and the witnesses for their participation. Two more hearings are in the planning stages and details will be publicized once finalized.
- ASC staff has resumed on-site compliance reviews as of January 2023. There are 28 compliance reviews scheduled for this year.
- The Interagency Task Force on Property Appraisal and Valuation Equity (PAVE) celebrated its two-year anniversary. The State dashboard has been added to the PAVE website.
- The 60-day Notice for Comment on the Appraiser Census Survey closed on May 22nd. Five comments were received in support of the survey. ASC staff are drafting the 30-day notice and will submit it to the Office of Management and Budget for approval.
- The vacancy announcements for the GS-11/12 and GS-13/14 Program Manager positions will be posted to USAJobs in the next week.
- The General Counsel position has been filled and the new employee will start in mid-July.
- **Grants Program**
 - R. Frederique reported on the following items.
 - There are currently 16 open grants. Fifteen are to States and one is a technical assistance grant to the Council on Licensure, Enforcement and Regulation.
 - Nine grants are scheduled to end on September 30th. She will contact the nine recipients to inquire if they want to close out the grant or request an extension.
 - \$2.8M has been spent on grants since Fiscal Year (FY) 2021.
 - Two temporary staff are assisting with the grants program. The temporary staff and ASC staff are reviewing semi-annual reports and contacting the States regarding their grants and any issues they may have had.
 - Standard Operating Procedures are being developed to close out grants.
 - The ASC grants program was discussed at the Association of Appraiser Regulatory Officials spring conference.
 - The ASC intends to publish a Notice of Funds Availability to award grants in the first quarter of FY24.

- **Financial Manager**

G. Hull provided an update for the second quarter of FY2023.

- As of March 31st, the ASC received revenue of \$5.3M representing 46% of the total budgeted FY23 revenue of \$11.6M. Appraiser registry fees account for \$1.6M of recognized revenue representing 50% of the projected revenue of \$3.3M. AMC Registry fees account for \$3.7M of recognized revenue representing 44% of budgeted AMC revenue of \$8.3M. Based on current projections, the total revenue for FY23 is estimated to be in the range of \$10.5M - \$11M. Forty-eight States are inputting data into the AMC Registry.
- As of March 31st, ASC expenditures were running at or below projections. Cumulative expenses totaled \$4.5M representing 43% of the annual budgeted amount of \$10.5M. Based on current projects, the ASC should meet the targeted net income amount of \$1M.

- **Notation Votes**

L. Schuster read the following notation votes into the minutes.

- The notation vote to approve the nomination of Luke Brown, FDIC Representative to the ASC, to serve as Vice Chair for a one-year term effective April 1, 2023 through March 31, 2024 passed 7-0 on March 24th.
- The notation vote to approve an increase of \$417,500 to the ASC's FY23 Information Technology budget authority passed 7-0 on May 11th.
- The notation vote to approve the 2022 ASC Annual Report passed 6-0 on May 25th. A vote was not received from FDIC.

ACTION ITEMS

- **March 15, 2023 Quarterly Meeting Minutes**
- **April 12, 2023 Special Meeting Minutes**
- **April 17, 2023 Special Meeting Minutes**
- **April 19, 2023 Special Meeting Minutes**
- **May 3, 2023 Special Meeting Minutes**
- **May 30, 2023 Special Meeting Minutes**

S. Williams made a motion to approve the meeting minutes noted above as presented. E. Thomas seconded and all members present approved.

- **Staffing Proposal**

Z. Martinez opened the floor to questions from the ASC members before entertaining a motion. L. Brown asked if the motion should include the position titles or just the amended budget amount for FY23. Z. Martinez asked J. Park to provide information on the requested positions. J. Park responded that ASC staff are requesting a Grants Management Specialist to assist the Grants Director. The second requested position is for a Compliance Manager who will report to the Deputy Executive Director and manage the State and the Appraisal Foundation compliance program oversight as required by Title XI. The third requested position is for an Administrative Assistant to provide support to senior staff and staff members. J. Giesbrecht made a motion to approve the staffing proposal as requested and a personnel budget authority amendment of \$125,986 for FY23 as presented and recommended by ASC staff in the Staffing Proposal. S. Williams seconded and all members present approved.

Z. Martinez thanked ASC members, ASC staff and observers for attending today's meeting. The meeting was adjourned at 10:20 a.m. The next quarterly ASC meeting is scheduled for September 13, 2023.

Attachment: Observer list

Meeting:	Appraisal Subcommittee Meeting	Meeting Date:	June 14, 2023
Time:	10:00 AM ET	Location:	Webex

OBSERVERS	
Affiliation	Name
Appraisal Foundation	Kelly Davids
Appraisal Institute	Scott DiBiasio
Appraisal Institute	Bill Garber
Appraisal Standards Board	Michelle Bradley
Consumer Financial Protection Bureau	Deana Krumhansl
Consumer Financial Protection Bureau	Orlando Orellano
Council on Licensure, Enforcement and Regulation	David Byerman
Dennis Badger & Associates, Inc.	Dennis Badger
Federal Deposit Insurance Corporation	Erin Barry
Federal Deposit Insurance Corporation	Stuart Hoff
Federal Deposit Insurance Corporation	Patrick Mancoske
Federal Deposit Insurance Corporation	Mark Mellon
Federal Deposit Insurance Corporation	George Parkerson
Federal Deposit Insurance Corporation	Lauren Whitaker
Federal Housing Finance Agency	Sara Todd
Federal Reserve Board	Susan Ali
Federal Reserve Board	Trevor Feigleson
Federal Reserve Board	Carmen Holly

Federal Reserve Board	Derald Seid
Federal Reserve Board	Matt Suntag
Gregoire & Gregoire, Inc.	Francois Gregoire
HomeSight Appraisal	Peter Gallo
JSB Consulting	John Brenan
Malinda Griffin & Company	Malinda Griffin
National Assn. of State Credit Union Supervisors	Nicole Seabron
National Credit Union Administration	Rachel Ackmann
National Credit Union Administration	Gira Bose
National Credit Union Administration	Robert Leonard
Office of the Comptroller of the Currency	Marta Stewart-Bates
Pippin Appraisal Company	Nathan Pippin
Wagar Appraisals	Martin Wagar

Notice Regarding Appraisal Management Companies in Hawaii

(Revised September 27, 2023)

On August 29, 2023, the state of Hawaii announced that effective June 30, 2023, (<https://cca.hawaii.gov/pvl/programs/appraisal-management-company/>) Hawaii discontinued its regulation and licensing of appraisal management companies (AMCs).

Under Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (Title XI), the ASC monitors the requirements established by States for the registration and supervision of the operations and activities of appraisal management companies. Section 1124 of Title XI bars AMCs that meet the federal statutory definition of an AMC from providing appraisal management services for federally related transactions in a non-participating State¹ (unless the AMC is a federally regulated AMC, which is a subsidiary owned and controlled by an insured depository institution and regulated by a Federal financial institutions regulatory agency). Hawaii is now a non-participating State under Section 1124 of Title XI.

Appraisal management services may still be provided for federally related transactions (FRTs) in non-participating States by companies that do not exceed the minimum statutory panel size thresholds or that do not otherwise meet the statutory definition of an AMC as noted above, or, as also noted above, by federally regulated AMCs.

We encourage all those with additional questions regarding appraisal management services in a non-participating State to consult, as appropriate, with their counsel, lender, client and/or State.

Please refer to the ASC website at <https://www.asc.gov/national-registries/amc-status> to check State statuses.

¹ Participating States are those that have elected to establish, pursuant to section 1117 of Title XI, an appraiser certifying and licensing agency with authority to register and supervise AMCs. *See* Minimum Requirements for Appraisal Management Companies, 80 Fed. Reg. 32,658 (June 9, 2015), issued by the Office of the Comptroller of the Currency; Board of Governors of the Federal Reserve System; Federal Deposit Insurance Corporation; Bureau of Consumer Financial Protection; and the Federal Housing Finance Agency.

State	Agency	Period of Performance	Federal Share Awarded
AR	Arkansas Department of Labor and Licensing	10/01/2020-9/30/2023	\$189,650
AZ	Arizona Dept Of Insurance	04/01/2021-03/31/2024	\$348,000
CT	Connecticut Department of Consumer Protection	10/01/2021-09/30/2024	\$119,409
HI	State of Hawaii Department of Commerce and Consumer Affairs	04/01/2021-03/31/2024	\$25,850
IL	Illinois Department of Financial and Professional Regulation	10/01/2020-09/30/2023	\$314,400
KY	Kentucky Public Protection Cabinet	10/01/2020-09/30/2023	\$120,751
LA	Louisiana Real Estate Appraisers Board	10/01/2020-09/30/2023	\$359,486
MN	Minnesota Department of Commerce	10/01/2020-09/30/2023	\$25,000
MS	Mississippi Real Estate Commission	04/01/2021-03/31/2024	\$299,349
MT	Montana Department of Labor and Industry	10/01/2021-09/30/2024	\$102,548
NC	North Carolina Appraisal Board	04/01/2021-03/31/2024	\$239,429
SD	South Dakota Department of Labor and Regulation	10/01/2020-09/30/2023	\$187,482
TX	Texas Real Estate Commission	10/01/2020-09/30/2023	\$461,640
UT	Utah Department of Commerce	10/01/2020-09/30/2023	\$73,085
VT	Vermont Office of Professional Regulation	10/01/2021-09/30/2024	\$109,120

NEWSLETTER



Dear Subscriber,

The *2024 Uniform Standards of Professional Appraisal Practice* is now available for purchase in physical and digital formats.

This year, for the first time, you can purchase just the book of USPAP standards for \$35. This covers all Definitions, Rules, and Standards.

We also have a new product launching this year. All Advisory Opinions, Frequently Asked Questions and the recently launched Reference Manual will now be part of a standalone publication called the *2024 USPAP Guidance and Reference Manual*.

This change reflects the maturation of USPAP, resulting in longer effective dates. The ASB will continue to review USPAP for changes when necessary but will shift much of its focus to providing more guidance to the marketplace. Appraisers can now buy one set of USPAP standards and keep that publication on their bookshelf for as long as that edition is effective and purchase just the Guidance and Reference Manual as needed for coursework and updates.

If you like having the USPAP standards and guidance material linked, we still have you covered. You can also purchase a linked digital version of the eUSPAP and Guidance and Reference Manual and get seamless access across both documents.

Please visit our [online store](#) for purchase or call 800-348-2831 to order. For more information on this change to our publications, click [here](#).

Sincerely,

Dave Bunton
President

Join CARE

The Council to Advance Residential Equity (CARE) is seeking nonprofit organizations with a mission of civil rights, fair housing or consumer advocacy to join them. The Council will meet three times a year and provide valuable insight to the Foundation's boards through a fair housing lens.

If you are interested in learning more, contact Jalin Debeuneure at jalin@appraisalfoundation.org.

Appraiser Talk

Stay up to date on Appraiser Talk!

You can check out all episodes [here](#). Click [here](#) to sign up to receive a notification each time a new episode is published.

You can subscribe to Appraiser Talk on Spotify, Apple Podcasts or wherever you get your podcasts. If you have a question you'd

In This Newsletter

From the President's Desk:
The new edition of USPAP

Join CARE

Appraiser Talk

NEW: Sponsor Highlights

Upcoming Events

Oct. 26-28th: [BOT Public Meeting](#)

Contact Us

T 202-347-7722

info@appraisalfoundation.org

www.appraisalfoundation.org

Follow Us



Share this Newsletter

Click [here](#) to get a shareable link of this month's newsletter to share on social media.

like to hear answered on the show, email it to Amy Timmerman at amy@appraisalfoundation.org.

NEW: Sponsor Highlights

Royal Institute of Chartered Surveyors (RICS)

Srividya Gopal, Adrian Nicholls and PJ Patel have all built successful careers in business valuation.

With an abundance of experience between them, the trio share their journeys through the profession with Steve Choi in an episode of The RICS Podcast focused on how to excel in leadership roles and retain talent within business valuation. Click [here](#) to listen.

About The Appraisal Foundation

The Appraisal Foundation is the nation's foremost authority on the valuation profession. The organization sets the Congressionally authorized standards and qualifications for real estate appraisers, and provides voluntary guidance on recognized valuation methods and techniques for all valuation professionals. This work advances the profession by ensuring appraisals are independent, consistent, and objective. More information on The Appraisal Foundation is available at www.appraisalfoundation.org.

From: The Appraisal Foundation <news@appraisalfoundation.org>
Sent: Monday, October 16, 2023 9:21 AM
To: Kohtz, Tyler
Subject: STATE REGULATOR NEWSLETTER: State Regulator Workshop

NEWSLETTER



Dear Tyler,

It was wonderful to see so many of you at AARO last week! We hope you enjoyed the presentations and opportunities to meet with so many fellow regulators. If we missed you, we hope to see you at the spring meeting next year.

As we start to look ahead to next year, one of our new projects for state regulators is the State Regulator Workshop series.

This exciting new project is the result of your feedback on how we can better assist you in fulfilling your enforcement role.

The first training will be an interactive presentation on the Criteria which will be helpful to current and new state regulators. Brad Swinney, AQB Chair, and I will discuss and share examples of how to apply and understand the Criteria. The interactive presentation is designed to allow ample time to answer your questions.

Please [register here](#) for this first state regulator training on November 16th, 2023 at 1pm ET. We hope you'll join us.

Sincerely,

Lisa Desmarais
Vice President of Appraisal Issues

Join SRAG

Want to be notified of the next State Regulator Advisory Group meeting? Sign up [here](#).

2024 USPAP is now available

The 2024 Uniform Standards of Professional Appraisal Practice is now available for purchase in physical and digital formats.

In This Newsletter

From Lisa's Desk: State Regulator Workshop

Join SRAG

2024 USPAP Now Available

Presentations on PAREA available

Appraiser Talk

Contact Us

T 202-347-7722

info@appraisalfoundation.org

www.appraisalfoundation.org

Follow Us



Share this Newsletter

Click [here](#) to get a shareable link of this month's newsletter to share on social media.

This year, for the first time, you can purchase just the book of USPAP standards for \$35. This covers all Definitions, Rules, and Standards.

We also have a new product launching this year. All Advisory Opinions, Frequently Asked Questions and the recently launched Reference Manual will now be part of a standalone publication called the 2024 USPAP Guidance and Reference Manual.

Please visit our [online store](#) for purchase or call 800-348-2831 to order. For more information on this change to our publications, click [here](#).

Presentations on PAREA available

If your state is in the process of considering PAREA, one of our AQB members would be happy to present at your next meeting to share more about PAREA and answer any questions you might have. If you are interested in this, please email Aida Dedajic at aida@appraisalfoundation.org, and we will be happy to coordinate that with you.

Appraiser Talk

Stay up to date on Appraiser Talk!

You can check out all episodes [here](#). Click [here](#) to sign up to receive a notification each time a new episode is published.

You can subscribe to Appraiser Talk on Spotify, Apple Podcasts or wherever you get your podcasts. If you have a question you'd like to hear answered on the show, email it to Amy Timmerman at amy@appraisalfoundation.org.

About The Appraisal Foundation

The Appraisal Foundation is the nation's foremost authority on the valuation profession. The organization sets the Congressionally authorized standards and qualifications for real estate appraisers, and provides voluntary guidance on recognized valuation methods and techniques for all valuation professionals. This work advances the profession by ensuring appraisals are independent, consistent, and objective. More information on The Appraisal Foundation is available at www.appraisalfoundation.org.

Manage Your Subscription

This message was sent to tyler.kohtz@nebraska.gov from news@appraisalfoundation.org

The Appraisal Foundation
1155 15th Street NW STE 1111
Washington, DC 20005

From: The Appraisal Foundation <news@appraisalfoundation.org>
Sent: Tuesday, September 26, 2023 2:04 PM
To: Kohtz, Tyler
Subject: David Bunton Celebrates Over 30 Years Leading The Appraisal Foundation

ANNOUNCEMENT



September 26, 2023

David Bunton Celebrates Over 30 Years Leading The Appraisal Foundation

For over 30 years, President David Bunton has served The Appraisal Foundation with outstanding leadership and vision. During his illustrious career, Dave not only participated in the creation of the Foundation, but also oversaw the development of the first professional appraisal practice standards and appraiser qualification criteria, and guided the organization from its early years to the recognized-foremost valuation authority we are today. First and foremost, I want to take this opportunity to thank Dave for his deep commitment and career of service to The Appraisal Foundation and the appraisal profession.

Dave has announced to the Board of Trustees his plan to retire in 2024. The Board plans to celebrate Dave at the proper time and thank him for all that he has done to lead the Foundation over the last three decades.

We also want to ensure that the Foundation is prepared to meet the challenges of the future.

Accordingly, the Board of Trustees has formed a special committee of current and past trustees to conduct a search for the next President of The Appraisal Foundation. To ensure a robust and objective search process, TAF has engaged Association Strategies, Inc. (ASI), an established independent leadership search firm, to shepherd us through this critical process. ASI is actively working with the committee to examine the appraisal landscape and interview stakeholders to identify the opportunities and challenges facing the Foundation and the appraisal profession. This inventory will help the committee develop a profile for future leadership.

As we continue the process to identify The Appraisal Foundation's next leader, we will keep you informed. Rest assured, the Board of Trustees wants this to be a

smooth process so as not to disrupt the ongoing work of the Foundation or introduce uncertainty to the profession at large. This will include ensuring there is a proper handoff between Dave and any incoming leadership, with overlapping terms.

If you should have any questions in the meantime, please email me at TAF-BOT-Chair@appraisalfoundation.org.

Thank you again to Dave for his years of service. He has built a lasting legacy at The Appraisal Foundation, and we look forward to celebrating his accomplishments in the year ahead.

Sincerely,

Dayton Nordin
Chair, Board of Trustees
The Appraisal Foundation



The Appraisal Foundation is the nation's foremost authority on the valuation profession. The organization sets the Congressionally-authorized standards and qualifications for real estate appraisers, and provides voluntary guidance on recognized valuation methods and techniques for all valuation professionals. This work advances the profession by ensuring that appraisals are independent, consistent, and objective. More information on The Appraisal Foundation is available at www.appraisalfoundation.org.

Manage Your Subscription

This message was sent to tyler.kohtz@nebraska.gov from news@appraisalfoundation.org

The Appraisal Foundation
1155 15th Street NW STE 1111
Washington, DC 20005



Share this page

ASB Public Meeting February 15, 2024 - VIRTUAL



The Appraisal Standards Board will hold a virtual Public Meeting on February 15, 2024.

Location

Virtually

Date/Time

Thursday, February 15, 2024

1:00 p.m. – 2:00 p.m. ET

Registration

Register using this link:

https://us02web.zoom.us/webinar/register/WN_wKavJ94UTxKyFocOydYB8whttps://us02web.zoom.us/webinar/register/WN_SZIZgyyQTtSviRPwDZ3BZQ

Handouts

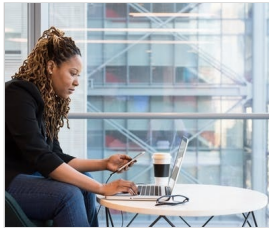
TBA

When 2/15/2024

Copyright ©2021, The Appraisal Foundation 1155 15th Street NW, Suite 1111, Washington, DC 20005 Phone: 202-347-7722, Web: www.appraisalfoundation.org
(<http://www.appraisalfoundation.org/>)
Our updated [Data Privacy Policy](https://appraisalfoundation.org/iMIS/TAF/TAF_Privacy_Policy.aspx)
(https://appraisalfoundation.org/iMIS/TAF/TAF_Privacy_Policy.aspx) is available on our website.

Share this page

AQB Public Meeting - March 28, 2024



The will hold a virtual public meeting on March 28, 2024 at 1:00 PM ET. The Agenda will be posted as the meeting nears.

Location

Virtually

Date/Time

Thursday, March 28, 2024

1:00 p.m. ET

Registration

You can register to attend this meeting via here:

Handouts

TBD

When 3/28/2024 1:00 PM

Copyright ©2021, The Appraisal Foundation 1155 15th Street NW, Suite 1111, Washington, DC 20005 Phone: 202-347-7722, Web: www.appraisalfoundation.org
(<http://www.appraisalfoundation.org/>)
Our updated [Data Privacy Policy](https://appraisalfoundation.org/iMIS/TAF/TAF_Privacy_Policy.aspx)
(https://appraisalfoundation.org/iMIS/TAF/TAF_Privacy_Policy.aspx) is available on our website.