

# WISCONSIN DEPARTMENT OF REGULATION & LICENSING



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STATE OF WISCONSIN  
BEFORE THE REAL ESTATE APPRAISERS BOARD

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IN THE MATTER OF THE DISCIPLINARY :  
 PROCEEDINGS AGAINST :  
 :  
 RALPH L BANKE, : FINAL DECISION AND ORDER  
 : 97 APP 001  
 RESPONDENT. :

---

The parties to this action for the purposes of Wis. Stats. sec. 227.53 are:

Ralph L. Banke  
319 N. Maple Bluff Rd  
Steven Point, WI 54481

Bureau of Business and Design Professions  
Real Estate Appraisers Board  
PO Box 8935  
Madison, WI 53708-8935

Department of Regulation and Licensing  
Division of Enforcement  
PO Box 8935  
Madison, WI 53708-8935

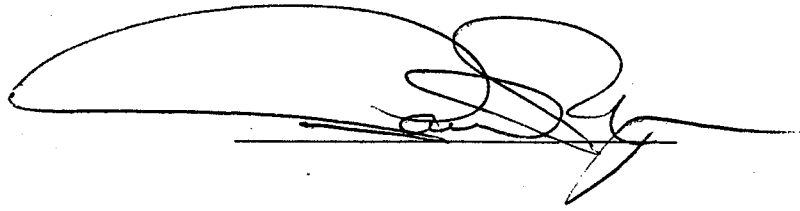
The state of Wisconsin, Real Estate Appraisers Board, having considered the Stipulation Agreement annexed - hereto, of the parties, in resolution of the captioned-matter makes the following:

ORDER

NOW, THEREFORE, IT IS HEREBY ORDERED pursuant to jurisdiction and authority granted to the Board in Ch. 458, Wis. Stats., and sec. RL 2.12, Wis. Adm. Code, that the Stipulation agreement annexed hereto, filed by Complainant's Attorney, shall be and hereby is incorporated, made and ordered the Final Decision and Order of the state of Wisconsin, Real Estate Appraisers Board.

Let a copy of this order be served on Respondent by certified mail.

Dated this 15th day of July, 1998.



STATE OF WISCONSIN  
BEFORE THE REAL ESTATE APPRAISERS BOARD

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IN THE MATTER OF THE DISCIPLINARY :  
PROCEEDINGS AGAINST :

RALPH L. BANKE,  
RESPONDENT. :

STIPULATION  
97 APP 001  
-----

Ralph L. Banke (Banke), and Complainant's Attorney, Henry E. Sanders, Division of Enforcement, having reached agreement for disposition of the captioned matter, stipulate and agree as follows:

1. Respondent Banke of 319 North Maple Bluff Road, Stevens Point, Wisconsin, was at all time material to the Complaint certified as a Certified General Appraiser, and had been so certified under the provisions of Ch. 458, Wis. Stats., since February 15, 1993.

2. This Stipulation shall be submitted to the Real Estate Appraisers Board (Board) for approval and disposition of the matter. If the terms of the Stipulation are not acceptable to the Board, then the parties shall not be bound by any of the provisions of the Stipulation.

a. This Stipulation is dispositive of Investigative Complaint # 97 APP 001.

3. Respondent has been advised of his right to a public hearing on each and every allegation of the Complaint, but hereby freely and voluntarily waives his right to a hearing in this matter on the condition that all provisions of the Stipulation be acceptable to and approved by the Board.

a. Respondent further agrees to waive any appeal of the Board's Final Decision and Order adopting the Stipulation Agreement.

4. In early 1997, the Department received a Complaint from a district office manager in Green Bay, Wisconsin, for the Department of Revenue's (DOR) Manufacturing Property Assessment Bureau, who receives and reviews "dozens of fee appraisals yearly from property owners who are questioning and or challenging our (DOR's) valuations."

5. The Complaint(s) relate to two (2) appraisals performed by Respondent Banke on September 9, 1996, and January 1, 1996; and opined regarding the September 9, 1996 appraisal that the "appraisal ... is flawed ... and would not be used as an indicator of the true market value of the subject building by this office or given any weight in a final value conclusion," and alleged specifically regarding the September 9, 1996 appraisal that:

a. Five (5) of the six (6) sales used are of vastly different square footage from the subject and cannot be used as reliable indicators of value for the subject because they are in an entirely different market segment.

-Subject: 29,613 s.f.  
-Sale #9: 12,740 s.f.  
-Sale #10: 7,056 s.f.  
-Sale #11: 8,400 s.f.  
-Sale #12: 670,558 s.f.  
-Sale #13: 102,000 s.f.

b. Three (3) of the sales used are old sales and are not remotely contemporary and cannot be used as reliable indicators of value for the subject.

-Value Date: 01/01/96  
-Sale #11: 05/16/90  
-Sale #12: 06/28/91  
-Sale #13: 09/23/85

c. The appraisal contained no sales adjustment grid to illustrate the differences between the sales and the subject and how the sales prices were adjusted to derive a per square foot value for the subject.

d. In two (2) of the sales used, the parcel size was in error.

-Sale #13: Size Used - 3.47 Acres, Actual Size: 9.78 Acres  
-Sale #14: Size Used - 3.27 Acres, Actual Size: 1.89 Acres

e. The square footage of the plant used by the appraiser was incorrect. The property is 29,613 s.f., not 29,285 s.f.

f. The appraiser did not have any sales of buildings on leased land among the sales used for comparison.

6. Mr. Banke's January 1, 1996 appraisal was flawed for the reasons identified by the City of Stevens Point Assessor Carol Kuehn, as follows:

a. Sale #3 was a gift from mother to sons and not a useable sale.

b. Sale #4 is stated to be zoned multiple family and commercial. It is not zoned commercial, but rather is entirely zoned multiple family. It is also stated that this sale property is served with city utilities when in fact only 1/3 of the property is served. Lots 2 and 3 have no utilities. Because of the above errors, the adjustments made to this sale are grossly inaccurate.

c. Sale #5 is zoned commercial. It is not comparable to the Motyka property and the adjustment for zoning is purely arbitrary.

d. Also, there is 1.3 acres of non-useable land in Sale #1. It is declared wetlands by the Army Corp of Engineers. Mr. Banke made no accommodation for this in his appraisal.

7. A Complaint was opened against Respondent, an investigation ensued into the matters and the Board Advisor, Certified General Appraisal Expert, assigned to the Complaint(s), reviewed and analyzed the subject appraisal reports, and concluded in pertinent part that several areas of the reports indicated incompetent work product and some violations of USPAP, to wit, in pertinent parts:

Standard 1-2

The subject property appraised is a leasehold interest of an industrial use property. The improvements are on a leased site. The appraiser indicated that real property interest is fee simple which is incorrect.

Standard 1-1 and 1-4

The appraiser did not apply appropriate information about the comparable sales nor apply adequate or concurrent sales data available to him to value the subject property.

The appraiser did not apply the cost nor income approaches and only performed a market approach. Nowhere in the report is this reasonably justified or explained. The appraiser could have easily applied both of the other approaches to value.

Comparable sales provided are antiquated, not properly applied and poorly researched with several apparent errors in the market data. One sale used was sold in 1985, with the effective appraisal date 1996. One sale had a 670,000 square foot building, the subject 29,000 square feet.

Nowhere in the report is there appropriate data to reasonably support the market value estimate.

Standard 1-4

The appraiser discussed the lease terms but assumed that there is no renewal of the land lease. Most leases provide for some reasonable renewal. None of this rationale was applied in the report.

Standard 2-2

There is apparent departure in this appraisal, however, this was never discussed.

Standard 2-2(xi)

The appraiser avoided use of the cost and income approaches, but never provided any reasonable explanation, all not inclusive.

As a result of such, the appraiser has definite lack of basic appraisal knowledge and of USPAP.

8. The Respondent responded to the above conclusion via specific written responses, which were resubmitted to the Complainant(s) and Board Advisor for further consideration. Specifically regarding the September 9, 1996 appraisal, the Complainant responded specifically to attempted explanations/responses of Respondent Banke, as follows:

Attached you will find pertinent excerpts from an appraisal completed by this office on the Valley Sales property. As you can see from the report, there were ample sales of recent vintage, of very similar size, and located within the City of Stevens Point and/or surrounding market area that Mr. Banke could have used in his report if he had chosen to do so. This office was able to identify and use four (4) sales from the subject property's market area that ranged in size from 20,000 s.f. to 28,400 s.f. (subject is 29,613 s.f.), and ranged in date of sale from 1994 to 1996 (appraisal date January 1, 1996). Since these sales were very similar in size, construction, location, and time, DOR experienced no difficulty adjusting them to the subject on a market comparison grid.

Commenting specifically on Mr. Banke's responses:

- a. Mr. Banke's sales were not the best available. If Mr. Banke would have acted diligently and correctly, he would have discovered the sales DOR used, which were much more comparable.
- b. Again, Mr. Banke did not use the best data that was available. If the market would have been thoroughly and properly searched, he would have discovered and used the more recent sales. Using the most recent sales is fundamental in determining current market value. Using the outdated sales is contrary to all acceptable appraisal principles and most certainly undermines Mr. Banke's credibility.
- c. It is rather obvious why Mr. Banke did not use a market comparison grid for the sales he chose. With sales so dissimilar, no reliability could have been given to any resulting answer. In his response to this problem, Mr. Banke admits as much. Mr. Banke questions his own credibility by not using an adjustment grid. Placing his sales on a grid would obviously demonstrate the sales he chose were not comparable in any way and reasonable adjustments were impossible.
- d. Mr. Banke's comments on errors in the parcel size of several of the sales are self-explanatory.

e. We would agree that perhaps the size differential in the case of the subject property is not a major issue. But truly accurate measurements should be obtained from the field rather than relying on scaling them off of blueprints. Determining measurements via that methodology is always nebulous at best.

f. We agree that there were no sales of buildings on leased land in the Stevens Point area. But for Mr. Banke to say that he couldn't look outside the area is very peculiar. When appraising a property that is unique in some aspect, the market search area naturally should be expanded. And it is the appraiser's responsibility to point that fact out to any client. This office was able to locate one sale of a building on leased land. It was larger, not in the Stevens Point area; but a sale of building with the same circumstances nonetheless, and it was of very recent vintage. It was an indication that such sales do exist and that the leased land circumstance does not prevent or hinder an arm's-length market sale.

From the above, it is evident that I am not satisfied with Mr. Banke's responses to the problems in his Valley Sales appraisal. The appraisal, in my opinion, still represents questionable procedures and practices.

9. Regarding Respondent Banke's attempted responses/explanations of the alleged violations of the appraisals performed on January 1, 1996, the Complainant/City Assessor responded in pertinent part as follows:

On page 3, item A. Mr. Banke states that sale #3 was from mother to sons. In his appraisal under "Definition of Market Value" he lists the conditions requisite to a fair sale. One of the conditions is "a reasonable time to allow for exposure in the open market". He failed to mention that sale #3 was not exposed on the open market. Because this sales is between related parties and it was not offered for sale on the open market, it should not have been included in Mr. Banke's appraisal report.

On page 3, item B. Mr. Banke states that sale #4's highest and best use may not be multiple family but rather commercial. This property is zoned multiple family and has a multiple family structure on it. In every definition of highest and best use, is the requirement that the use must be legal. If the property is zoned multiple family and has a multiple family structure on it, its highest and best use cannot be commercial as it does not satisfy the legal use requirement. Mr. Banke goes on to say that sale #4 is supplied with city sewer and water when in fact only the easterly one-third of the property has city sewer and water. He states in his rebuttal letter that "there might be some slight reduction in values" for the westerly two-thirds not having city sewer and water "but they are not measurable". In reality, estimates for the installation of municipal services are measurable and the cost to extend services to the westerly two-thirds of sale #4 are not slight but are significant. The City Engineering Office roughly estimated the cost at \$30,000. This is hardly slight for this property that sold for \$72,000.

On page 3, item C. This sale should not have been used as it is zoned commercial.

On page 3, item D. Nowhere in Mr. Banke's appraisal report does the word wetlands appear. There were re-design costs and project delays incurred by the developer that directly relate to the fact that part of the parcel is wetlands and not buildable. Although the same number of rental units were ultimately built, the project had to be changed from a multiple building complex to one three story building.

Finally, one last comment. In Mr. Banke's appraisal report he states that "by virtue of my personal inspection and investigation ... "yet Mr. Banke made not mention of the fact that the property he was appraising was (and is) for sale. At the time of his appraisal and today, stands a large wooden for sale sign on his subject property. The property was for sale for \$350,000 at the time of his appraisal. (Mr. Banke's appraisal report was for a portion of the property). The total assessed value for this property is less than \$200,000.

10. Accordingly, and in addition to the above enumerated violations, Respondent is also deemed to have variously violated sec. 458.26(3)(c), Wis. Stats., engaged in conduct while practicing as an appraiser which evidences a lack of knowledge or ability to apply professional principles or skills; violated sec. RL 86.01(2), (6), Wis. Adm. Code: (2), all appraisals shall conform to USPAP ... and (6), a certified or licensed appraiser shall not offer to perform services which he/she are not competent to perform through education or experience.

Respondent has further violated the Ethic, Competency, and Departure provisions of USPAP, all not inclusive.

11. Based upon the above and in settlement of these matters, Respondent Banke hereby consents, accepts and agrees to take and successfully complete a minimum of 15 hours of USPAP education; and thirty (30) hours of general appraisal education, all to be completed within six (6) months of the effective date of the Board Order adopting this Stipulation Agreement; and to pay the amount of \$650.00 to the Department as part assessment of costs in resolving these matters.

a. The ordered education shall not count or be credited towards Respondent's required continuing education.

12. Respondent shall submit all certified general appraiser's certification to the Department's monitor, Michelle Neverman, and receive a Limited Certified General Appraiser's Certification, limited to the scope of appraisal practice of a certified residential appraiser (per the scope of appraisal practice of sec. RL 81.04(2), Wis. Adm. Code).

13. If Respondent fails to complete the ordered education within the specified time, and/or get permission from the Board for an extension to complete the education, he shall be deemed to be in violation of the Board's Order, and may be subjected to further discipline.

14. The \$650.00 part assessment of costs shall be payable by Cashier's Check or Money Order made payable to the Department of Regulation and Licensing, at the time of the execution



of this Stipulation, and/or within six (6) months of the effective date of the Board's Order; and submitted to:

Michelle Neverman  
Monitor  
Division of Enforcement  
P.O. Box 8935  
Madison, WI 53708-8935

15. After successful completion of all ordered education, Respondent shall submit the first three (3) appraisals performed by him for review and analysis of compliance with USPAP. If the appraisals comply with USPAP, Respondent's Certified General Appraisers certification shall be granted to him and he may commence doing certified general level of appraising.

16. If the three (3) appraisals do not comply with USPAP, the Board may order that his appraisal practice remain within the scope of appraisal practice of a certified residential appraiser, as is provided in paragraph 12. supra.

17. Proof of successful completion of the ordered education shall also be submitted to Michelle Neverman at the above address.


18. Respondent agrees that this Stipulation Agreement may be incorporated into the Board's Final Decision and Order adopting the Stipulation Agreement.

19. Respondent further agrees that Complainant's Attorney Sanders may appear at any closed deliberative meeting of the Board with respect to this Stipulation, but those appearances will be limited solely to clarification, justification and to statements in support of the Stipulation and for no other purpose.

20. The effective date of the Board's Order is ten (10) days after execution of the Final Decision by the Board's Chairperson or his designee.

  
\_\_\_\_\_  
Ralph L. Banke  
Respondent

7-15-98  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Henry E. Sanders  
Complainant's Attorney

7/15/98  
\_\_\_\_\_  
Date

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## NOTICE OF RIGHTS OF APPEAL

TO: RALPH L. BANKE

You have been issued a Final Decision and Order. For purposes of service the date of mailing of this Final Decision and Order is 7/16/98. Your rights to request a rehearing and/or judicial review are summarized below and set forth fully in the statutes reprinted on the reverse side.

### A. REHEARING.

Any person aggrieved by this order may file a written petition for rehearing within 20 days after service of this order, as provided in section 227.49 of the Wisconsin Statutes. The 20 day period commences on the day of personal service or the date of mailing of this decision. The date of mailing of this Final Decision is shown above.

A petition for rehearing should name as respondent and be filed with the party identified below.

A petition for rehearing shall specify in detail the grounds for relief sought and supporting authorities. Rehearing will be granted only on the basis of some material error of law, material error of fact, or new evidence sufficiently strong to reverse or modify the Order which could not have been previously discovered by due diligence. The agency may order a rehearing or enter an order disposing of the petition without a hearing. If the agency does not enter an order disposing of the petition within 30 days of the filing of the petition, the petition shall be deemed to have been denied at the end of the 30 day period.

A petition for rehearing is not a prerequisite for judicial review.

### B. JUDICIAL REVIEW.

Any person aggrieved by this decision may petition for judicial review as specified in section 227.53, Wisconsin Statutes (copy on reverse side). The petition for judicial review must be filed in circuit court where the petitioner resides, except if the petitioner is a non-resident of the state, the proceedings shall be in the circuit court for Dane County. The petition should name as the respondent the Department, Board, Examining Board, or Affiliated Credentialing Board which issued the Final Decision and Order. A copy of the petition for judicial review must also be served upon the respondent at the address listed below.

A petition for judicial review must be served personally or by certified mail on the respondent and filed with the court within 30 days after service of the Final Decision and Order if there is no petition for rehearing, or within 30 days after service of the order finally disposing of a petition for rehearing, or within 30 days after the final disposition by operation of law of any petition for rehearing. Courts have held that the right to judicial review of administrative agency decisions is dependent upon strict compliance with the requirements of sec. 227.53 (1) (a), Stats. This statute requires, among other things, that a petition for review be served upon the agency and be filed with the clerk of the circuit court within the applicable thirty day period.

The 30 day period for serving and filing a petition for judicial review commences on the day after personal service or mailing of the Final Decision and Order by the agency, or, if a petition for rehearing has been timely filed, the day after personal service or mailing of a final decision or disposition by the agency of the petition for rehearing, or the day after the final disposition by operation of the law of a petition for rehearing. The date of mailing of this Final Decision and Order is shown above.

The petition shall state the nature of the petitioner's interest, the facts showing that the petitioner is a person aggrieved by the decision, and the grounds specified in section 227.57, Wisconsin Statutes, upon which the petitioner contends that the decision should be reversed or modified. The petition shall be entitled in the name of the person serving it as Petitioner and the Respondent as described below.

### SERVE PETITION FOR REHEARING OR JUDICIAL REVIEW ON:

STATE OF WISCONSIN REAL ESTATE APPRAISERS BOARD  
1400 East Washington Avenue  
P.O. Box 8935  
Madison WI 53708-8935

STATE OF WISCONSIN  
BEFORE THE REAL ESTATE APPRAISERS BOARD

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IN THE MATTER OF THE DISCIPLINARY	:	
PROCEEDINGS AGAINST	:	
	:	FINAL DECISION AND ORDER
RALPH L BANKE.	:	97 APP 001
RESPONDENT.	:	LS9805201APP

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The parties to this action for the purposes of Wis. Stats. sec. 227.53 are:

Ralph L. Banke  
319 N. Maple Bluff Rd  
Steven Point, WI 54481

Bureau of Business and Design Professions  
Real Estate Appraisers Board  
PO Box 8935  
Madison, WI 53708-8935

Department of Regulation and Licensing  
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PO Box 8935  
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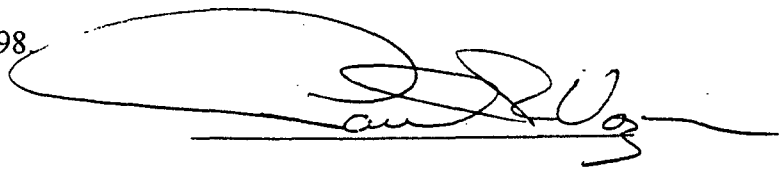
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Let a copy of this order be served on Respondent by certified mail.

Dated this 20th day of May, 1998.



STATE OF WISCONSIN  
BEFORE THE REAL ESTATE APPRAISERS BOARD

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IN THE MATTER OF THE DISCIPLINARY :  
PROCEEDINGS AGAINST :

RALPH L. BANKE, :  
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STIPULATION  
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Ralph L. Banke (Banke), and Complainant's Attorney, Henry E. Sanders, Division of Enforcement, having reached agreement for disposition of the captioned matter, stipulate and agree as follows:

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2. This Stipulation shall be submitted to the Real Estate Appraisers Board (Board) for approval and disposition of the matter. If the terms of the Stipulation are not acceptable to the Board, then the parties shall not be bound by any of the provisions of the Stipulation.
  - a. This Stipulation is dispositive of Investigative Complaint # 97 APP 001.
3. Respondent has been advised of his right to a public hearing on each and every allegation of the Complaint, but hereby freely and voluntarily waives his right to a hearing in this matter on the condition that all provisions of the Stipulation be acceptable to and approved by the Board.
  - a. Respondent further agrees to waive any appeal of the Board's Final Decision and Order adopting the Stipulation Agreement.
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-Value Date: 01/01/96  
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c. The appraisal contained no sales adjustment grid to illustrate the differences between the sales and the subject and how the sales prices were adjusted to derive a per square foot value for the subject.

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The subject property appraised is a leasehold interest of an industrial use property. The improvements are on a leased site. The appraiser indicated that real property interest is fee simple which is incorrect.

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The appraiser did not apply appropriate information about the comparable sales nor apply adequate or concurrent sales data available to him to value the subject property.

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Nowhere in the report is there appropriate data to reasonably support the market value estimate.

Standard 1-4

The appraiser discussed the lease terms but assumed that there is no renewal of the land lease. Most leases provide for some reasonable renewal. None of this rationale was applied in the report.

Standard 2-2

There is apparent departure in this appraisal, however, this was never discussed.

Standard 2-2(xi)

The appraiser avoided use of the cost and income approaches, but never provided any reasonable explanation, all not inclusive.

As a result of such, the appraiser has definite lack of basic appraisal knowledge and of USPAP.

8. The Respondent responded to the above conclusion via specific written responses, which were resubmitted to the Complainant(s) and Board Advisor for further consideration. Specifically regarding the September 9, 1996 appraisal, the Complainant responded specifically to attempted explanations/responses of Respondent Banke, as follows:

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Commenting specifically on Mr. Banke's responses:

- a. Mr. Banke's sales were not the best available. If Mr. Banke would have acted diligently and correctly, he would have discovered the sales DOR used, which were much more comparable.
- b. Again, Mr. Banke did not use the best data that was available. If the market would have been thoroughly and properly searched, he would have discovered and used the more recent sales. Using the most recent sales is fundamental in determining current market value. Using the outdated sales is contrary to all acceptable appraisal principles and most certainly undermines Mr. Banke's credibility.
- c. It is rather obvious why Mr. Banke did not use a market comparison grid for the sales he chose. With sales so dissimilar, no reliability could have been given to any resulting answer. In his response to this problem, Mr. Banke admits as much. Mr. Banke questions his own credibility by not using an adjustment grid. Placing his sales on a grid would obviously demonstrate the sales he chose were not comparable in any way and reasonable adjustments were impossible.
- d. Mr. Banke's comments on errors in the parcel size of several of the sales are self-explanatory.

e. We would agree that perhaps the size differential in the case of the subject property is not a major issue. But truly accurate measurements should be obtained from the field rather than relying on scaling them off of blueprints. Determining measurements via that methodology is always nebulous at best.

f. We agree that there were no sales of buildings on leased land in the Stevens Point area. But for Mr. Banke to say that he couldn't look outside the area is very peculiar. When appraising a property that is unique in some aspect, the market search area naturally should be expanded. And it is the appraiser's responsibility to point that fact out to any client. This office was able to locate one sale of a building on leased land. It was larger, not in the Stevens Point area; but a sale of building with the same circumstances nonetheless, and it was of very recent vintage. It was an indication that such sales do exist and that the leased land circumstance does not prevent or hinder an arm's-length market sale.

From the above, it is evident that I am not satisfied with Mr. Banke's responses to the problems in his Valley Sales appraisal. The appraisal, in my opinion, still represents questionable procedures and practices.

9. Regarding Respondent Banke's attempted responses/explanations of the alleged violations of the appraisals performed on January 1, 1996, the Complainant/City Assessor responded in pertinent part as follows:

On page 3, item A. Mr. Banke states that sale #3 was from mother to sons. In his appraisal under "Definition of Market Value" he lists the conditions requisite to a fair sale. One of the conditions is "a reasonable time to allow for exposure in the open market". He failed to mention that sale #3 was not exposed on the open market. Because this sales is between related parties and it was not offered for sale on the open market, it should not have been included in Mr. Banke's appraisal report.

On page 3, item B. Mr. Banke states that sale #4's highest and best use may not be multiple family but rather commercial. This property is zoned multiple family and has a multiple family structure on it. In every definition of highest and best use, is the requirement that the use must be legal. If the property is zoned multiple family and has a multiple family structure on it, its highest and best use cannot be commercial as it does not satisfy the legal use requirement. Mr. Banke goes on to say that sale #4 is supplied with city sewer and water when in fact only the easterly one-third of the property has city sewer and water. He states in his rebuttal letter that "there might be some slight reduction in values" for the westerly two-thirds not having city sewer and water "but they are not measurable". In reality, estimates for the installation of municipal services are measurable and the cost to extend services to the westerly two-thirds of sale #4 are not slight but are significant. The City Engineering Office roughly estimated the cost at \$30,000. This is hardly slight for this property that sold for \$72,000.

On page 3, item C. This sale should not have been used as it is zoned commercial.



On page 3, item D. Nowhere in Mr. Banke's appraisal report does the word wetlands appear. There were re-design costs and project delays incurred by the developer that directly relate to the fact that part of the parcel is wetlands and not buildable. Although the same number of rental units were ultimately built, the project had to be changed from a multiple building complex to one three story building.

Finally, one last comment. In Mr. Banke's appraisal report he states that "by virtue of my personal inspection and investigation ... "yet Mr. Banke made not mention of the fact that the property he was appraising was (and is) for sale. At the time of his appraisal and today, stands a large wooden for sale sign on his subject property. The property was for sale for \$350,000 at the time of his appraisal. (Mr. Banke's appraisal report was for a portion of the property). The total assessed value for this property is less than \$200,000.

10. Accordingly, and in addition to the above enumerated violations, Respondent is also deemed to have variously violated sec. 458.26(3)(c), Wis. Stats., engaged in conduct while practicing as an appraiser which evidences a lack of knowledge or ability to apply professional principles or skills; violated sec. RL 86.01(2), (6), Wis. Adm. Code: (2), all appraisals shall conform to USPAP ... and (6), a certified or licensed appraiser shall not offer to perform services which he/she are not competent to perform through education or experience.

Respondent has further violated the Ethic, Competency, and Departure provisions of USPAP, all not inclusive.

11. Based upon the above and in settlement of these matters, Respondent Banke hereby consents, accepts and agrees to take and successfully complete a minimum of 15 hours of USPAP education; and thirty (30) hours of general appraisal education, all to be completed within six (6) months of the effective date of the Board Order adopting this Stipulation Agreement; and to pay the amount of \$650.00 to the Department as part assessment of costs in resolving these matters.

a. The ordered education shall not count or be credited towards Respondent's required continuing education.

12. Respondent shall submit all certified general appraisals certifications to the Department, to Michelle Neverman, Department's monitor, and receive a Limited Appraisal Certification of a Certified Residential Appraiser, (per sec. RL 81.04(2), Wis. Adm. Code).

13. If Respondent fails to complete the ordered education within the specified time, and/or get permission from the Board for an extension to complete the education, he shall be deemed to be in violation of the Board's Order, and may subjected to further discipline.

14. The \$650.00 part assessment of costs shall be payable by Cashier's Check or Money Order made payable to the Department of Regulation and Licensing, at the time of the execution of this Stipulation, and/or within six (6) months of the effective date of the Board's Order; and submitted to:

Michelle Neverman  
Monitor  
Division of Enforcement  
P.O. Box 8935  
Madison, WI 53708-8935

15. After successful completion of all ordered education, Respondent shall submit the first three (3) appraisals performed by him for review and analysis of compliance with USPAP. If the appraisals comply with USPAP, Respondent's Certified General Appraisers certification shall be granted to him and he may commence doing certified general level of appraising.


16. If the three appraisals do not comply with USPAP, the Board may order that he remain a Certified Residential Appraiser; order other appropriate remedies, including suspension or revocation. Such additional sanctions shall not be considered to be other discipline, and Respondent shall not have a right to contest such matters.

17. Proof of successful completion of the ordered education shall also be submitted to Michelle Neverman at the above address.

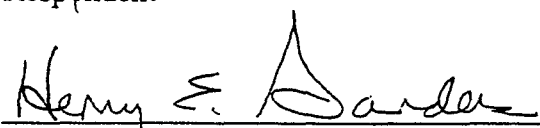
18. Respondent agrees that this Stipulation Agreement may be incorporated into the Board's Final Decision and Order adopting the Stipulation Agreement.

19. Respondent further agrees that Complainant's Attorney Sanders may appear at any closed deliberative meeting of the Board with respect to this Stipulation, but those appearances will be limited solely to clarification, justification and to statements in support of the Stipulation and for no other purpose.

20. The effective date of the Board's Order is ten (10) days after execution of the Final Decision by the Board's Chairperson or his designee.

  
\_\_\_\_\_  
Ralph L. Banke  
Respondent

5/18/98  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Henry E. Sanders  
Complainant's Attorney

5/14/98  
\_\_\_\_\_  
Date

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