VILLAGE OF THIENSVILLE
COMMITTEE OF THE WHOLE
AGENDA

DATE: Monday, September 10, 2018

LOCATION: 250 Elm Street
Thiensville, WI

Time: 6:00 PM

I. CALL TO ORDER

II. ROLL CALL
President: Van Mobley
Trustees: Samuel Azinger
Ronald Heinritz
Rob Holyoke
Kenneth Kucharski David Lange
Elmer Prenzlow
Administrator: Dianne Robertson
Staff: Director of Public Works Andy LaFond
Fire Chief Brian Reiels
Police Chief Scott Nicholson
Asst. Administrator Colleen Landisch-Hansen
Clerk Amy Langlois

III. BUSINESS

A. Review Capital Expenditures List

Documents:

CAPITAL EXPENDITURES.PDF

B. Review And Recommendation Regarding Proclamation Establishing Sunday, October 28, 2018 As Beggar's Night For The Year 2018 In The Village Of Thiensville With Hours Being From 3:00 PM To 6:00 PM

Documents:

BEGGARS NIGHT PROCLAMATION 2018.PDF

C. Operator's License - Renewal

1. Cheel, Llc
Cindy Jean Shaurette

D. Discussion Regarding Unleashed Dogs In Village Park (Signage, Public Information, Violators Of The Leash Ordinance, Warnings And Enforcement) (Trustee Prenzlow)

E. Report From Director Of Public Works Andy LaFond Regarding Band Shell Placement And Water Feature Placement As It Relates To Flooding Event (Trustee Prenzlow)

F. Review And Recommendation Regarding Resolution 2018-13 Authorizing Associated

Bank As A Depository For The Village Of Thiensville

Documents:

RESOLUTION 2018-13.PDF

G. Review And Recommendation Regarding Police Chief Search, Job Description And Salary Range

Documents:

JOB DESCRIPTION.PDF

H. Review And Recommendation Of A Contract With Grota Appraisals, LLC For Annual Assessor Fees In The Amount Of $6,300 And Annual Reassessment Fees In The Amount Of $6,600 For The Years 2019-2021

Documents:

GROTA.PDF

IV. BUSINESS FROM THE FLOOR

A. Citizens to be Heard

Open to any citizen who wishes to speak on items not on the agenda. Please step to the podium and give your name and address for the record.

V. MISCELLANEOUS BUSINESS BY TRUSTEES AS MAY PROPERLY BE BROUGHT BEFORE THE BOARD.

A. Inter-Governmental Committee With Mequon

B. Use Of 101 Green Bay Road, Old Village Hall & Fire Station

C. Acceptance/Report Of Gifts Received

1. $200.00 To The Thiensville Fire Department From Ronald And Lynn Shuster

D. Dialog With Mequon Regarding Water Utility Service

E. Review Next Month's Meeting Date Schedule

1. September 17, 2018 - Board Of Trustees
2. October 1, 2018 - Budget Workshop And October COW
3. October 15, 2018 - Board Of Trustees
4. November 5, 2018 - Budget Public Hearing
5. November 12, 2018 - Approve Budget
6. November 14, 2018 – Employee And Volunteer Recognition @ Shully's

VI. MOTION TO ADJOURN TO CLOSED SESSION

Pursuant to Chapter 19.85(1)(c) considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility regarding wage negotiations and performance evaluation regarding 2019 compensation.

1. Roll Call Vote

MOTION TO RECONVENE IN OPEN SESSION

1. Vote of Board to reconvene.
2. Review and recommendation regarding Resolution 2018-14 Fixing Salaries for Village Employees and Elected Officials for the Fiscal Period Ending December 31, 2019

VII. ADJOURNMENT

Amy L. Langlois, Village Clerk
September 7, 2018

Please advise the Thiensville Municipal Hall, 250 Elm Street (242-3720) at least 24 hours prior to the start of this meeting if you have disabilities and desire special accommodations.

Notice is hereby given that a quorum of the Village Board and/or Village Committees may be in attendance at this meeting to present, discuss and/or gather information about a subject over which they have decision-making responsibility, although they will not take any formal action thereto at this meeting.

VILLAGE OF THIENSVILLE
2018 CAPITAL EXPENDITURE REQUESTS
SEPTEMBER 10, 2018

DEPARTMENT	AMOUNT BUDGETED	AMOUNT REQUESTED	ITEM DESCRIPTION

VILLAGE OF THIENSVILLE
2018 CAPITAL PROJECT EXPENDITURE REPORT
SEPTEMBER 10, 2018

ITEM BUDGETED	AMOUNT BUDGETED	AMOUNT IN RESERVES	TOTAL AMOUNT AVAILABLE	ACTUAL EXPENSE	DIFFERENCE
ADMINISTRATION					
Municipal Center Roof Evaluation	$ 2,500.00	$ -	$ 2,500.00	$ -	$ 2,500.00
Replace Rooftop HVAC Board Room	$ 14,500.00	$ -	$ 14,500.00	$ -	$ 14,500.00
Data Room Upgrade	$ -	$ 4,305.00	$ 4,305.00	$ 1,793.10	$ 2,511.90
Village Board iPad Upgrade	$ -	$ 5,000.00	$ 5,000.00	$ 244.01	$ 4,755.99
Front Office Computers/Laptops/Printer	$ -	$ 597.33	$ 597.33	$ 597.33	$ -
	$ -	$ -	$ -	$ -	$ -
	$ 17,000.00	$ 9,902.33	$ 26,902.33	$ 2,634.44	$ 24,267.89
POLICE DEPARTMENT					
3 Gas Masks Canister/Filters	$ -	$ -	$ -	$ 752.00	$ (752.00)
iCloud Storage	$ -	$ 2,300.00	$ 2,300.00	$ 1,680.00	$ 620.00
1 Squad Replacement (Year 3 of 3)	$ 22,000.00	$ 44,000.00	$ 66,000.00	$ 57,775.35	$ 8,224.65
2 Desktop Computers & Software	$ 2,000.00	$ -	$ 2,000.00	$ 1,999.70	$ 0.30
3 Tazers	$ 3,600.00	$ -	$ 3,600.00	$ 3,348.00	$ 252.00
Locking Gun Rack-Rifles	$ 500.00	$ -	$ 500.00	$ -	$ 500.00
Crime Scene Canopy Tent with Sides	$ 500.00	$ -	$ 500.00	$ -	$ 500.00
Spotting Scope with Tripod	$ 500.00	$ -	$ 500.00	$ 445.69	$ 54.31
2 Squad Toughbooks & Docking Stations	$ 10,000.00	$ -	$ 10,000.00	$ 10,134.00	$ (134.00)
Large Evidence Lockers	$ 1,500.00	$ -	$ 1,500.00	$ 736.34	$ 763.66
Body Cameras	$ -	$ 968.00	$ 968.00	$ -	$ 968.00
P25 Radio	$ 4,500.00	$ 9,000.00	$ 13,500.00	$ -	$ 13,500.00
	$ 45,100.00	$ 56,268.00	$ 101,368.00	$ 76,871.08	$ 24,496.92
FIRE DEPARTMENT					
Fire Department Tires	$ -	$ 11,290.92	$ 11,290.92	$ -	$ 11,290.92
Hose Replacement Program	$ 5,000.00	$ 4,922.00	$ 9,922.00	$ 357.00	$ 9,565.00
Equipment Replacement Fund	$ 30,000.00	$ -	$ 30,000.00	$ 30,000.00	$ -
Electric PPV to Replace Old Fan	$ 3,000.00	$ -	$ 3,000.00	$ 3,678.60	$ (678.60)
NFPA Rescue Rope	$ 840.00	$ -	$ 840.00	$ -	$ 840.00
Pager Replacement	$ 5,000.00	$ 1,225.25	$ 6,225.25	$ -	$ 6,225.25
Turnout Gear	$ 20,000.00	$ 10,000.00	$ 30,000.00	$ -	$ 30,000.00
Replace 3 Nozzles	$ 1,800.00	$ -	$ 1,800.00	$ -	$ 1,800.00
New Fire Truck Supplies	$ -	$ -	$ -	$ 77,264.38	$ (77,264.38)
Hydro Testing	$ 3,500.00	$ -	$ 3,500.00	$ -	$ 3,500.00
Station Exhaust Modification	$ -	$ 16,000.00	$ 16,000.00	$ -	$ 16,000.00
	$ 69,140.00	$ 43,438.17	$ 112,578.17	$ 111,299.98	$ 1,278.19
PUBLIC WORKS DEPARTMENT					
Vehicle Replacement Fund	$ 20,000.00	$ -	$ 20,000.00	$ 20,000.00	$ -
Emerald Ash Borer Program	$ 9,000.00	$ 4,130.00	$ 13,130.00	$ 5,125.00	$ 8,005.00
Utility Trailer	$ -	$ 5,800.00	$ 5,800.00	$ -	$ 5,800.00
Brush Chipper	$ -	$ 30,000.00	$ 30,000.00	$ 30,156.00	$ (156.00)
Radio Replacement	$ -	$ 13,000.00	$ 13,000.00	$ -	$ 13,000.00
Sidewalk Replacement	$ 11,000.00	$ -	$ 11,000.00	$ 10,959.29	$ 40.71
Public Works Bldg Improvement-Architectural	$ -	$ 81,863.00	$ 81,863.00	$ -	$ 81,863.00
	$ 40,000.00	$ 134,793.00	$ 174,793.00	$ 66,240.29	$ 108,552.71
DPW PARK DEPARTMENT					
Bleachers	$ -	$ 19,725.00	$ 19,725.00	$ 19,725.00	$ -
Annual Pigeon Creek Maintenance	$ 5,000.00	$ 10,000.00	$ 15,000.00	$ -	$ 15,000.00
Annual Fishladder Maintenance	$ 1,000.00	$ 1,758.00	$ 2,758.00	$ -	$ 2,758.00
Tennis Court Light Replacement	$ -	$ 8,000.00	$ 8,000.00	$ -	$ 8,000.00
Octagon Building/Snack Shack Improvements	$ 15,000.00	$ -	$ 15,000.00	$ 8,119.10	$ 6,880.90
	$ 21,000.00	$ 39,483.00	$ 60,483.00	$ 27,844.10	$ 32,638.90
UNCLASSIFIED IMPROVEMENT FUND					
Water Main on Main Street	$ -	$ -	$ -	$ -	$ -
Assessment Revaluation	$ 5,840.00	$ -	$ 5,840.00	$ 4,380.00	$ 1,460.00
Entryway Feature	$ 50,000.00	$ -	$ 50,000.00	$ -	$ 50,000.00
Old Village Hall Upper Floor Study	$ -	$ 30,000.00	$ 30,000.00	$ -	$ 30,000.00
Downtown Improvements/Well Monitoring	$ -	$ 10,150.00	$ 10,150.00	$ 7,000.00	$ 3,150.00
Profile & Concrete Replace. Main Street	$ -	$ 14,078.16	$ 14,078.16	$ -	$ 14,078.16
Street Closure Barriers	$ 8,000.00	$ -	$ 8,000.00	$ 5,150.00	$ 2,850.00
Remediation DPW Yard	$ 10,000.00	$ 10,000.00	$ 20,000.00	$ -	$ 20,000.00
Thiensville Business Association Event	$ 16,250.00	$ 6,000.00	$ 22,250.00	$ 9,166.67	$ 13,083.33
EMS/Paramedic Study	$ 20,000.00	$ -	$ 20,000.00	$ -	$ 20,000.00
Village Park Improvement Plan	$ 100,000.00	$ 22,875.13	$ 122,875.13	$ 31,848.59	$ 91,026.54
Buntrock Lot Improve. & Trail Shade Structure	$ 35,500.00	$ -	$ 35,500.00	$ 32,607.00	$ 2,893.00
Heidel Road Reconstruct/Future Road Project	$ 33,102.00	$ 403,118.00	$ 436,220.00	$ -	$ 436,220.00
Spring Street Connection to Bike Path	$ -	$ 3,000.00	$ 3,000.00	$ 13,667.33	$ (10,667.33)
Madero/Riverview to Freistadt Ditching	$ -	$ -	$ -	$ -	$ -
Storm Sewer Improvement Madero/Riverview/Lui	$ -	$ 50,000.00	$ 50,000.00	$ -	$ 50,000.00
North Main Street Bike Trail Spur	$ 25,000.00	$ -	$ 25,000.00	$ -	$ 25,000.00
Green Bay Road Overlay & Lights	$ 350,000.00	$ -	$ 350,000.00	$ 186,185.62	$ 163,814.38
CONTINGENCY	$ 30,000.00	$ -	$ 30,000.00	$ -	$ 30,000.00
	$ 683,692.00	$ 549,221.29	$ 1,232,913.29	$ 290,005.21	$ 942,908.08
TOTALS	$ 875,932.00	$ 833,105.79	$ 1,709,037.79	$ 574,895.10	$ 1,134,142.69

PROCLAMATION

BEGGAR'S NIGHT - OCTOBER 28, 2018

WHEREAS, the President of the Village of Thiensville has given consideration to the pleasure of our children by virtue of tradition; and

WHEREAS, Beggar's Night falls on Sunday, October 28, 2018, activities connected therewith present safety hazards; and

WHEREAS, the number of children on the streets of our community on this night requires extreme caution to be observed by motorists; and

WHEREAS, extreme caution must be observed by the youngsters in their travels and it is urged that they travel in groups and be accompanied by an adult, with children and adults wearing light colored clothing for better visibility to motorists; further that those walking shall use the sidewalks where available, while those using the streets shall proceed on the shoulder facing traffic and avoid darting into the street, and not wear masks that impair vision.

NOW, THEREFORE BE IT PROCLAIMED that Sunday, October 28, 2018 be known as "BEGGAR'S NIGHT" and children participate in their "TRICK-OR-TREAT" activities between the hours of 3:00 PM and 6:00 PM.

FURTHER BE IT PROCLAIMED that all citizens of the Thiensville community cooperate in efforts of safely involving children abroad at this time.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 17th day of September, 2018.

____

Van A. Mobley, President
Village of Thiensville

VILLAGE OF THIENSVILLE

RESOLUTION NO. 2018-13

A RESOLUTION AUTHORIZING ASSOCIATED BANK
AS A DEPOSITORY FOR THE
VILLAGE OF THIENSVILLE

WHEREAS, Associated Bank merged with the former Bank Mutual; and

WHEREAS, Bank Mutual was an approved depository for Village Funds; and

WHEREAS, Associated Bank has a branch within the Village of Thiensville; and

WHEREAS, Associated Bank has competitive interest rates for investments; and

WHEREAS, by replacing Bank Mutual with Associated Bank as a depository the Village maintains the additional FDIC insurance on deposits with the signers being the Village President and the Village Administrator/Treasurer.

NOW, THEREFORE BE IT RESOLVED that the Village Board of the Village of Thiensville authorizes the Village Treasurer to deposit funds at Associated Bank.

PASSED AND ADOPTED by the Village Board of the Village of Thiensville, County of Ozaukee, State of Wisconsin on this 17th day of September, 2018.

Van A. Mobley, Village President

Amy L. Langlois, Village Clerk

Village of Thiensville
Position Description

Department:	Police	**Position Title:**	Chief
FLSA:	Exempt	**Reports To:**	Administrator

Approved:

Purpose of Position

This position exists to provide overall planning, direction and administration for all aspects of the Police Department, including personnel.

Essential Duties and Responsibilities

The following duties are normal for this position. These duties are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

Law enforcement functions:

- Responsible for all law enforcement responses and activities, including organization, supervision, investigation, safety and training for the department;
- Participate in continuing education/training, including proficiency requirements for both the chief and police officer positions, as required.

Administrative functions:

- Develop, implement, evaluate, and/or oversee departmental policies, procedures, plans, projects and training requirements/standards;
- Engage in long-range departmental planning for operations, training, staffing and equipment;
- Prepare, administer, monitor, record and review the department budget and operations, throughout the year;
- Prepare department annual report;
- Determine staffing requirements;
- Engage in community and media relations in a positive manner;
- Plan or attend meetings, conferences, training programs, and educational seminars, as needed;
- Ensure compliance with all applicable Federal laws, State Statutes and Village ordinances, policies and procedures;
- Attend Village Board and Committee of the Whole meetings as requested by the Village Administrator.

Supervisory duties:

- Select, promote, and supervise department employees;
- Recommend disciplinary action to the Village Board and Police Oversight Committee;
- Delegate authority and responsibility to subordinates;
- Prepare and review performance evaluations;
- Oversees training, career development and educational requirements for Department employees.

Other duties:

- Serve as the Department's:
  - Court Officer for all municipal court proceedings;
  - Management representative for labor negotiations and administrator of police officer contract provisions;
- Develop, implement and oversee a grievance procedure for the department;
- Perform all duties of a Police Officer, as needed;
- Oversee purchases and maintenance of all department vehicles and equipment;
- Other duties as assigned.

Minimum Education and Qualifications:

- A Bachelor's Degree from an accredited educational institution in a discipline related to law enforcement, preferred;
- A minimum of 10 years as a Police Officer, with at least three years as a police supervisor, preferred;
- Certification as a law enforcement officer in the State of Wisconsin;
- Valid Wisconsin driver's license.

Required Knowledge, Skills and Abilities:

Thorough knowledge of:

- Police Department administration/operations, current law enforcement practices and training;
- Knowledge of availability of grants and funding to enhance the operation of the department and ability to apply;
- Equipment, tools and apparatus utilized by the department for law enforcement purposes.

Skills and Abilities:

- Establish and maintain effective working relationships with department personnel, community officials, intergovernmental representatives/agencies and the general public;
- Communicate effectively, i.e. speak and write clearly and concisely with individuals and groups in both emergency and non-emergency situations;
- Gather information from complainants, witnesses, victims, and others,

through on-site interviews, observations, assessments and equipment, in English, using legible handwriting, as needed;
- Handle multiple situations/emergencies at the same time in an effective and efficient manner;
- Operate a variety of equipment including, but not limited to: vehicles, weapons, computers/software/programs; two-way radios, phones, copiers, explosives, first aid, lasers, radar, cameras, and other equipment used in the performance of job duties; Geographic Information System (GIS) skill desired;
- Prepare reports using proper grammar, terminology and abbreviations;
- Perform mathematical equations, including, adding, subtracting, multiplication, division, percentages and statistics;
- Maintain skills, knowledge and abilities through continuing education and training.

Physical Requirements

This position requires the employee, while wearing standard police equipment, to:

- Stand; walk; sit; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl;
- Move quickly over short distances, grapple, climb, balance, and bend/twist;
- Use hands to finger, handle, or feel;
- Occasionally lift and/or move more than 100 pounds and exert enough force to control resisting suspects;
- Focus and see clearly, with or without correction that includes close, distant and color vision as well as peripheral and depth perception;
- Listen, hear and speak clearly.

Environment

- Work is performed, both indoors and outdoors, with corresponding hazards and discomforts that are sometimes in confined spaces;
- A variety of conditions under which work is performed could include, but are not limited to:
    - Extreme cold or heat and normal temperature changes;
    - Loud noise with a minimum of 90 decibels and vibration from sirens, tools, equipment, machinery, etc.
    - Hazardous conditions such as mechanical, electrical, chemical burns, explosives, heights, physical injury and fast moving vehicles;
    - Atmospheric conditions such as fumes, gases, noxious odors, dust and/or poor ventilation;
    - Bloodborne pathogens.

The Village of Thiensville is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the Village will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective employees and incumbents to discuss potential accommodations with the employer.

Village Administrator's Signature	Date
Police Chief's Signature	Date

Revised: 08/20/2018
Created: 7/2013
FILE NAME: POLICE CHIEF

Village of Thiensville

250 Elm Street, Thiensville, WI 53092
262-242-3720 Fax 262-242-4743

Memo

To: Village President & Village Board

From: Dianne Robertson, Administrator

Date: September 6, 2018

Re: Assessor Contract Comparison

Below is a comparison on Assessor Contract Costs

	2016-2018	2019-2021	Difference
Annual Assessor Fees	$6,000	$6,300	$300
Annual Reassessment Fees	$5,840	$6,600	$760

Staff recommends approval of this contract.

GROTA
APPRAISALS, LLC

RECEIVED
AUG 31 2018
BY: ....

August 28, 2018

Village of Thiensville
Diane Robertson, Village Administrator
250 Elm St.
Thiensville, WI 53092

Village Board,

We at Grota Appraisals appreciate your confidence in our performing assessment services for your Village and look toward to a continued long lasting relationship.

We are certain that we can perform at a level to meet or exceed your expectations while performing the annual assessment duties as requested.

The fee for annual services has changed from the past 3-year contract, the prior fee had not changed since 2012. The pace of new developments, changes in description, new construction and remodeling are up. Because of these factors the level of time and effort in performing the assessment functions has increased substantially over the last few years. Employee costs as well as expenses such as inflating costs of insurance, technology, autos and their operating costs continue to rise as the employee market becomes more competitive and the number of new people entering the assessment field continues to shrink.

Grota Appraisal's staff continues to lead our peers in years of experience and expertise, the average associate has more than 13-years of assessment experience. We are mindful of the budgetary considerations the Village has and limited the increase as best we could. The costs involved in performing these services are competitive with others performing the same services.

Grota Appraisals, using the professional version of the Market Drive PC assessment software, will perform the annual assessment functions and assign uniform and equitable assessments for all properties in the Village. The Village incurs no additional fees or expenses to use or maintain this version of the software and derives all the benefits this program provides.

N88 W16573 Main Street ◆ Menomonee Falls, WI 53051 ◆ Phone: (262) 253-1142 ◆ Fax: (262) 253-4098
Email: Mike@WI-Assessor.com ◆ www.GrotaAppraisals.com

We Know The Course Your Community Needs To Take

Grota Appraisals also provides property information for display to the general public using the AssessorData.Org website.

Should any questions arise regarding this contract and supporting information, please call.

Sincerely,

Michael L. Grota

Michael L. Grota
Grota Appraisals

July 31, 2018

Memorandum

From: Grota Appraisals

To: Village Board

Dear Village Board Members,

During the past few years many changes have been made where Assessors statewide must add even more duties to their already long list of responsibilities. Although most of the changes are small when measured individually, the accumulation of these changes makes an impact on our business.

Grota Appraisals continues to work diligently to maintain a high level of service while performing assessment services. In performing annual assessments we will continue to make every effort to arrange for the interior inspection of new construction and properties with a permit taken out for an interior change. Others in our industry have taken another path in an effort to conserve resources and do not actually physically view properties, a mistake in my opinion. Some just change the assessments according to the information on the building permit. This data is not always accurate as many projects change from their initial scope, some are never started or take years to complete. This leads to very sloppy and inaccurate assessments. Following the USPAP reporting requirements, Grota Appraisals will document using Market Drive CAMA software for all of the effort and considerations put forth each year in providing assessment services.

We feel it is very important at a time when most properties are once again seeing increases in value that the Assessor work with taxpayers to explain the situation and examine their concerns while being proactive in the analysis of the current trends within the community. Our contact with taxpayers and requests for property reviews have seen a decrease in the past year since the market seems to be rebounding after bottoming out. Educating taxpayers is always an important yet time consuming part of our job.

The Department of Revenue (DOR) is also going through major changes that have impacted communities and the way they and their Assessors process information in the annual reporting required by law. As DOR staff has dwindled, the DOR is passing unfunded mandates/requirements onto local Communities and their Assessors. Several instances are: 1) The DOR has almost no in-depth review of reports such as the Assessors Final Report (MAR) and Tax Incremental District reports (TAR). 2) The processing of sales information has fallen onto the assessor to enter a myriad of home amenity data for all sales directly to the DOR website (this was previously performed by DOR staff internally).

These major issues were signed into law in the recent past. The following is a brief summary of these issues:

Dark Store Theory

The attack on commercial property values continues, it takes a great amount of time to work thru the issues of a specific property typically with an agent that is representing a property owner. Largely we have been able to eliminate appeals at Board of Review and beyond without a change in the assessed value.

In the past only large national stores were making appeals using this approach. Walgreens, Target, Walmart and others have tested the waters and used leverage in the court system to gain favorable assessments. In recent years smaller retail and industrial properties have joined in the act. There is a tremendous amount of time spent dealing with tax representatives looking for value changes. Grota Appraisals has enjoyed remarkable success in eliminating appeals without making adjustments to assessed value. There is proposed legislation that might help Municipalities fight this theory, surely crafty attorneys will look/find another way to keep the challenges coming.

Personal Property

Changes for 2018 were made to personal property, schedule "C" was exempted by the legislature. While the intent seemed straight-forward, putting the exemption into practice created a great deal of discussion and many accountants representing business owners tried to move equipment from schedule "D" to schedule "C". In the past it did not matter which schedule it was reported as the depreciation schedules were identical. For 2018 it took considerable effort to audit submissions, seek additional information and reconcile to assure the assets were reported in the correct schedule.

County Assessment

While 2017 was a quiet year on this topic, discussion at DOR and specific legislators is ongoing and many believe a proposal to change the delivery of assessed values will again be brought forward.

Grota Appraisals and its sister company Assessment Technologies have been aware of this proposal since first suggested, further we have been very active in addressing the strengths and weaknesses. While the proposal was removed from the 2016-17 budget bill, according to many legislators the idea will surface again in the coming months. We will continue to monitor any proposal that may surface and address the many items of concern that are important to a community like yours.

Notifications in a Revaluation Year

The taxpayer notification of a change in a revaluation year has increased from 15 days prior to the BOR to 30 days before the BOR. This adds another consideration in the already complex job of setting up Open Book and BOR dates.

AAR Required

Enhancements and further information and documentation are required each year. Although the report is intended to represent the Assessors work and measure the quality and thoroughness of an individual's work, little if anything is done to hold an Assessor accountable to the well documented standards. DOR refuses to hold Assessors not performing the duties to at least the minimum standard accountable. This hurts the profession and most of all does not accurately provide for measureable uniform and equitable standards to be met.

Since 2015 the Annual Assessors Report is now required for each assessment jurisdiction. Each year the DOR makes a great many changes to this report trying to gather more information. This report which averages 90-110 pages takes time to create and any changes add to the Assessor workflow throughout the year. This report is intended to show the Assessors' work to the individual community, DOR and any other interested party. Grota Appraisals goes above and beyond by not only filling out the report, but including absolute support for the work performed which is taken right from our body of work.

Digital Records

Grota Appraisals is a leader in the complete digitization of assessment records. Each year and in every community the assessment records are updated and with the use of audit reports updates and corrections are made to attain a detailed quality digital record for all properties in every community.

In 2014 the DOR required that all property records and photos be in a digital format. We abided by this requirement as exterior or interior revaluations were performed.

Paperless Reporting to DOR

While this might not sound like added work, it has significantly changed the process of data entry and added hidden costs. CAMA software needed to be changed to the stringent requirements of the DOR in a short period of time. Reports from the CAMA program were compiled and then exported to the DOR website. This added time and cost without any benefit to the Assessor.

USPAP and the AAR

USPAP reporting requires the Assessor to narrate the details of your community, the philosophy and value considerations for all property types and locations. This is no small undertaking and is now required for all communities state-wide. Although Grota Appraisals conforms to these standards, it must now substantiate how we do this in the form of a detailed narrative document called the Annual Assessors Report (AAR) which is given to both the municipality and the DOR for one assessment jurisdiction.

Use Value and Conversion Fee

Use Value continues to be a problem, the application to include all lands that qualify under program guidelines is a constant struggle. With no application requirement it is difficult to track all 23,000 acres in each town. As a member of WAAO's Rural Concerns sub-committee we have been working towards a solution where an application form would be filled out by all landowners who wish to be included in Use Value.

A list of properties is compiled in which a conversion fee will be issued for those landowners changing the use of their property from agricultural to developed lands or lands that support a building. This list is sent to the County Treasurer to calculate and issue the conversion fee to the respective party. Once collected, 50% of the conversion fee amount will be distributed to the local municipality. The DOR now requires that the Assessor report this within 2 weeks of the conclusion of the Board of Review.

Questions pertaining to Use Value and the conversion fee are taking a greater amount of time than originally anticipated. In most cases our office hears from both the current and prior owner and many times agents for these parties as well. This year we are hoping that all parties are more knowledgeable than last year as to the ramifications of Use Value and the resulting conversion fee.

Personal Property

Grota Appraisals continues its commitment to assure personal property accounts as listed in the assessment roll are accurate and to the best of our knowledge is complete. Our Assessors drive through each municipality verifying existing businesses and look for new/or closed businesses. We do ask for the help of the Clerk to review our preliminary roll, as an extra set of eyes helps to perfect the assessment roll with our goal of collecting all accounts as valued.

Undeveloped & Agricultural Forest

This was created as an adjunct to Use Value, all acres classified as Undeveloped received a 50% reduction in their assessment. Lands classified as woods could also receive a 50% reduction in their assessment if these lands met the requirements as Agricultural Forest. (These are properties with identical ownership with land used agriculturally that also contain wooded lands or wooded lands contiguous to lands used agriculturally).

Manufacturing Property

Thanks to the significant efforts of the Wisconsin Association of Assessing Officers (WAAO) the assessment of Manufacturing property is still a State function (until the next biennium). I was part of a special committee chosen to work with the Governor's aides to facilitate the transition to local assessment. After carefully weighing the facts, our committee made recommendations on how to reduce the Department of Revenue's budget without shifting the assessment of Manufacturing property to local municipalities.

Grota Appraisals, like your Village, must work towards doing business in the most efficient manner possible. This is especially important with the budget status of the State and local municipalities. With health and property insurance rates rising exponentially, vehicle prices increasing, gas prices continually changing and our good employees expecting wage increases, municipalities and their contractors must find a way to accomplish all our functions without busting the budget. As if that were not enough, the growth-taking place in your municipality and the increased workload make the task even more difficult. Any increase in fees is far less than the rate of inflation plus the percent increase in new parcels.

I believe that Grota Appraisals has done a great job containing costs, growing the knowledge of its staff and using cutting edge technology to perform the necessary assessment functions. Our staff is highly experienced and most of our employees have been with Grota Appraisals in excess of 13-years. This longevity provides an in-depth history with your municipality that cannot be duplicated. Also, no other Assessor has the experience we have in using the Market Drive assessment software to its fullest capacity. It is our goal to provide an environment where full time service is available at the cost of a part time position.

We look forward to a long prosperous relationship for many years to come.

Sincerely,

Michael L. Grota

Michael L. Grota
Grota Appraisals

GROTA
APPRAISALS, LLC

CONTRACT FOR
MAINTENANCE OF ASSESSMENT RECORDS
2019 - 2021

PROPOSED AGREEMENT: by and between Grota Appraisals LLC, hereinafter called the "Assessor", and the Village of Thiensville, Ozaukee County, Wisconsin, hereinafter called the "Village".

The Assessor and the Village for the compensation stated herein, agree as follows:

ARTICLE I

SCOPE OF WORK: the Assessor, having familiarized himself with the local conditions affecting the cost of the work to be done, and the Standard Specifications for the Annual Maintenance of Real and Personal Property Records in the State of Wisconsin pursuant to Chapter 70, Wisconsin State Statutes, hereby agrees to perform everything required to be performed and to complete in a professional manner everything required to be completed to comply with State Statutes regarding the assessment of Real and Personal Property on behalf of the Village and in accordance with the General Agreements as stated in Article Three of this contract.

ARTICLE II

COMPENSATION: the Village shall pay to the Assessor for the performance of the contract the following compensation of $18,900 (Eighteen Thousand Nine Hundred Dollars), such amount to paid as follows: ($6,300 annually)

2019 - 2021

$1,575 January 1, July 1, April 1, October 1

ARTICLE III

GENERAL AGREEMENTS:

1) The contract would begin January 1, 2019 and end December 31, 2021.

2) All normal duties and functions of the Assessor as described and set forth in Volume I of the Wisconsin State Assessors Manual, including required meetings, will be performed in a timely manner, and in accordance with the Chapter 70 Laws of the State and all other laws of the state.

3) The above fee includes any and all normal assessment duties during its duration, including: No additional charges for quantity of permits or new plats, Board of Review and further appeals to circuit court.

4) All services requested over and above the normal yearly assessment functions will be charged extra at a mutually agreed upon rate

5) The Assessor will provide his own equipment, work space, storage and security of records, while in his possession.

6) The Assessor will carry a Commercial General Liability Policy, including Valuable Papers Coverage Extension. The Assessor shall provide a Certificate of Insurance to the Village naming it as an additional insured. The Assessor further agrees to indemnify the Village for any and all suits, claims or actions associated with alleged intentional acts or omissions on the Assessors, such intentional acts or omissions taking place between January 1, ~~2013~~ 2019 and December 31, ~~2015~~ 2021.

7) The Assessor is to be considered an Independent Contractor hired to fill an Appointed Statutory Position, and is not subject to withholding tax, insurance programs or benefits. As Such, the Assessor is not an Authority.

8) Every year at Board of Review meeting or as needed Assessor will inform Village Board on matters concerning but not limited to:
   a) Compliance with State Statutes on assessment practices.
   b) Property assessments in relation to current sales of property.

9) Work closely with Village Clerk and Building Inspector on matters concerning both offices.

10) The Village will comply with the open records law. The Assessor will advise the Village in writing of all open record requests it receives within 3 days of receipt.

11) Open Records Law Compliance; Assessor's Duties; Indemnification: Both parties understand that the Village is bound by the Wisconsin Open Records Law, and, as such, all of the terms of this contract are subject to and conditioned upon the provisions of secs. 19.21, et seq., Wis. Stats. The Assessor acknowledges that it is obligated to cooperate with and assist the Village in retaining and promptly producing records that are subject to the Wisconsin Open Records Law, and that a delay or failure to comply shall constitute a material breach of this contract. Further, the Assessor shall make available for inspection and copying all records, as defined in sec. 19.32(2), Wis. Stats., in its possession created, produced, collected or otherwise related to this contract to the same extent as if the records were maintained by the Village. The Assessor expressly acknowledges and agrees that its obligations concerning public records and compliance under this contract should not be limited by copyright, license, privacy and/or confidentiality, except as expressly authorized under the Open Records Law. The Assessor shall defend, indemnify and hold the Village harmless from any claims, demands, actions, causes of action, liabilities and damages (including, but not limited to, attorney's fees and costs) caused in whole or in part or arising from any acts, errors, omissions, delays or refusals by the Assessor, its agents and employees in the retention and/or production of records under the Open Records Law and the provisions of this contract. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under this contract.

12) Assessor further agrees that it will purchase a license of the Market Drive Municipal Viewer Edition, and the Market Drive Public Data Distribution Tool for the Village from Assessment Technologies of WI, LLC. The material used as input for the Municipal Viewer Edition, and the Market Drive Public Data Distribution Tool and the material produced as a product of the Market Drive Public Data Distribution Tool will be provided to the Village. Assessor will maintain the yearly upgrade and maintenance costs of the Market Drive software for the Village for the duration of this contract.

SUBMITTED TO THE VILLAGE OF THIENSVILLE THIS 28th DAY OF

AUGUST, 2018

Michael L. Grota, Member

Michael L. Grota, Authorized Member
Grota Appraisals, LLC

ACCEPTANCE BY VILLAGE:

The above proposal, terms and general agreements are hereby accepted, this

________ day of ________________________________, 2018

BY GOVERNING BODY OF THE VILLAGE OF THIENSVILLE

______________________________________ ______________________________________

President Administrator

GROTA
APPRAISALS, LLC

PROPOSAL FOR THE REVALUATION OF ALL REAL AND PERSONAL PROPERTY FOR THE VILLAGE OF THIENSVILLE 2020

VILLAGE BOARD MEMBERS:

1) This proposal includes:
   a. Detailed sales analysis of all sold properties in the Village of Thiensville.
   b. Checking existing property record card information against data already in computer program to insure accuracy.
   c. Update computer program with the newest functions and features available.
   d. After completion of the Board of Review, update the viewer edition of the assessment database for use at Village Hall.

2) The total price for the complete Market Update of the Village of Thiensville is $19,800 (Nineteen Thousand Eight Hundred Dollars)

3) Project will follow this format:
   a. Review current property record card information as this information will be used to calculate the new assessed values. (no interior or exterior inspection of properties will take place, revaluation will be performed in our office using the current known information, checking of internet sites for property data for sold properties and reviewing recent sales for the basis of the new assessed values)
   b. Perform an analysis of current sales to help in the re-building of the valuation model to be used in the Village of Thiensville with the aid of a computer mass appraisal software program. Check the delineations of the existing neighborhoods and groups of neighborhoods (i.e. lakes, rivers, location on water, subdivisions, locations for scattered properties throughout the Village, lot sizes).
   c. Finish the calibration of the new valuation model.
   d. Generate new values in line with the current market based on the recent sales in the Village.

e. Individually review each property with the recent sales for a correct valuation.
f. After all properties are reviewed, send each property owner a new notice of assessment. A letter of explanation will be sent with the new notice (approximately July 2020)
g. Provide the Village Clerk with copies of the sales reports and preliminary assessment rolls for both real and personal property. Assessment rolls will be at Village Hall for property owners and others interested in reviewing the new assessed values prior the "Open Book" meeting.
h. Conduct Open Book hearings at Village Hall to afford property owners a chance to compare properties, ask questions of an appraiser and present differing opinions of value.
i. Attend the Board of Review.

4) All normal annual assessment duties of the Assessor will be performed early so the revaluation can be completed without delay.

As outlined in in the Revaluation Options document, a Market Update Revaluation for the Village would normally cost \$19.25 per improved parcel times the 1,287 improved parcels equals \$24,775 (\$19.25 x 1,287 = \$24,775). Due some duplication of work with the annual assessment functions, and in consideration of our long-standing relationship with the Village of Thiensville I have given a credit of \$4,975 from the fee normally charged for the proposed service.

If this proposal is accepted, please sign the enclosed contract with acceptance, terms and payment schedule using this proposal as an addendum.

Respectfully Submitted,

Michael L. Grota

Michael L. Grota
Grota Appraisals

GROTA
APPRAISALS, LLC

CONTRACT FOR
MARKET UPDATE IN THE VILLAGE OF THIENSVILLE
OZAUKEE COUNTY, WISCONSIN
2020

THIS AGREEMENT: By and between Grota Appraisals LLC, hereinafter called the "Assessor", and the Village of Thiensville, Ozaukee County, Wisconsin, hereinafter called the " Village ".

ARTICLE I

SCOPE OF WORK: The Assessor, having familiarized himself with the local conditions affecting the cost of the work to be done, and the Standard Specifications for the Revaluation of all Real and Personal Property in the State of Wisconsin pursuant to Chapter 70, Wisconsin State Statutes, hereby agrees to perform everything required to be performed, and to complete in a professional manner, all the work required to be completed, to revalue all Real and Personal Property within the Village in accordance with all the applicable Wisconsin State Statutes and the General Agreements as stated in Article three of this contract.

ARTICLE II

COMPENSATION: The Village shall pay to the Assessor for the performance of the contract, the sum of $19,800 (Nineteen Thousand Eight Hundred Dollars) for revaluation work, payments shall be made as follows:

Total amount of $19,800 due after completion of the ~~2018 Board of Review~~. $1,650 due quarterly ~~for~~ during duration of contract

ARTICLE III

GENERAL AGREEMENTS: In addition to the normal contract language that states I will perform everything required to be performed, and to complete everything to be completed in a timely and professional manner, to comply with State Statutes on Revaluations, and Volume I of the Wisconsin State Assessors Manual on Procedures.

Submitted to the Village of Thiensville this 28TH day of AUGUST, 2018

Michael L. Grota
Grota Appraisals

ACCEPTANCE BY VILLAGE:
The above contract, terms and general agreements are hereby accepted this _______ day of

____________________, 2018, by Governing Body of the Village of Thiensville

ATTEST:

____
President

____
Administrator

____
Clerk